

# Appendix 1

## Standard Hostels Agreement

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### A1.1 Introduction

The standard Agreement was developed to allow hostels with ABSTUDY secondary boarders to access term in advance living allowance payments.

Hostels which do not have a contractual agreement with Centrelink are to be paid fortnightly for eligible students.

Agreements are valid for financial year periods and new Agreements must be renegotiated each year.

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### A1.2 When to use the Standard Agreement

The standard Agreement is to be used when a hostel wishes to receive term in advance payments for approved ABSTUDY boarders.

**Note:** The following hostels are covered by a national Agreement with Aboriginal Hostels Limited and do not need to sign individual Agreements:

- Fordimail Residence, Katherine NT
  - Wangkama-Kari Hostel, Tennant Creek NT
  - Joe McGinness Hostel, Cairns Qld
  - Kirinari Hostel, Sydney NSW
  - Biala Hostel, Allambie Heights, Sydney NSW
  - Kirinari Hostel, Garden Suburbs, Newcastle NSW
  - Warrina Hostel, Dubbo NSW.
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### A1.3 Completing the Agreement

The delegate must ensure that all relevant information has been included in the Agreement, the terms have not been altered, each page is initialled and both parties have signed in the appropriate places. Agreements are to be renegotiated each financial year.

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## Appendix 1

### Standard Hostels Agreement (*Continued*)

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**A1.4  
Hostels in  
New South  
Wales**

Hostels in New South Wales must comply with the New South Wales Child Protection Legislation, “*Working with Children*” and the “*Commission for Children and Young People Act (NSW) 1998*”.

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**A1.5  
Hostels in  
Queensland**


Hostels in Queensland must comply with the “*Commission for Children and Young People Act (QLD) 2000*”.

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**AGREEMENT NUMBER:**

**AGREEMENT FOR INDIGENOUS STUDENT HOSTEL  
ACCOMMODATION**

**THIS AGREEMENT IS BETWEEN**

 <b>THE COMMONWEALTH OF AUSTRALIA</b> acting through <b>Centrelink</b> (“us”)
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having a postal address of:

**AND**

(“you”)
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having a postal address of:

**Overview**

*To provide for direct payments by **us** to **you** where residential accommodation at a Hostel is provided by **you** to students entitled to payment of benefits under the ABSTUDY scheme.*

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**1. DEFINITIONS:**

“**ABSTUDY guidelines**” means the guidelines for the ABSTUDY scheme approved by the Minister from time to time;

“**ABSTUDY scheme**” means a scheme administered by **us** which provides for financial assistance for Australian Aboriginal and Torres Strait Islander students;

“**agreement**” means this agreement;

“**Centrelink**” means **us**;

“**Educational Services**” means educational training provided to Entitled Students at a school;

“**Entitled Student**” means a person who is eligible for benefits payable under the ABSTUDY scheme;

“**Hostel**” means the facility providing board and residential accommodation operated by **you** and known as \_\_\_\_\_ ;

“**Living Allowance**” means an allowance payable under the ABSTUDY scheme;

“**resident**” means an Entitled Student residing at a Hostel managed by **you**;

“**Residential Fee**” means the amount payable by **us** to **you** in respect of an Entitled Student calculated in accordance with either subclauses 4.2 or 4.3;

“**Residential Charge**” means the amount notified by **you** to **us** in accordance with subclause 3.2;

“**School Fees Allowance**” means an amount payable to an Entitled Student, under the ABSTUDY scheme, for education costs such as the provision of text books and other materials, the unused portion of which may be approved to pay excess boarding costs if deemed reasonable;

“**school**” means the educational facility that Entitled Students are required to attend;

“**Student Services office**” means the body responsible for processing an Entitled Student’s application for assistance under the ABSTUDY scheme, and in this context means the Student Services office which has had the responsibility for administering your agreement;

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## 2. GENERAL:

- Guidelines** 2.1 The ABSTUDY guidelines, as revised from to time form part of this agreement between **you** and **us**.
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- Hostels in New South Wales** 2.2 Hostels in New South Wales must comply with the New South Wales Child Protection legislation:
- The *Child Protection (Prohibited Employment) Act 1998*;
  - The *Commission for Children and Young People Act 1998*; and
  - The *Ombudsman Amendment (Child Protection and Community Services) Act 1998*.
- Under the legislation Hostels are required to obtain a ‘prohibited person’ declaration from all people registered to provide services in New South Wales.
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- Hostels in Queensland** 2.3 Hostels in Queensland must comply with the Queensland Child Protection legislation:
- The *Commission for Children and Young People Act (QLD) 2000*.
- Under the legislation Hostels are required to obtain a ‘prohibited person’ declaration from all people registered to provide services in Queensland.
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- Entitled Students** 2.4 We will make payments to **you** under this agreement only in relation to Entitled Students.
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- Transfer of Living Allowances** 2.5 Living Allowances may be transferred where an Entitled Student is either:
- a. under the age of 18 years and their parent or guardian has authorised us in writing to pay **you** all or part of the Living Allowance otherwise payable to the Entitled Student’s parent or guardian; or
  - b. over the age of 18 years and the Entitled Student has authorised **us** in writing to pay to **you** all or part of the Living Allowance otherwise payable to them.
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### 3. YOUR OBLIGATIONS:

#### **Provision of services**

- 3.1 **You** will arrange and provide for those Entitled Students living at the Hostel, adequate nutritional and physical needs and a safe environment. You will ensure that the Hostel buildings meet the relevant building codes and health regulations for your State or Territory. You will allow Centrelink officers or their agents to inspect the Hostel premises at periodic intervals following a written request giving 7 days notice.
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#### **Notification of Residential Charge**

- 3.2 **You** will advise **us** in writing, prior to each of the terms of the school year, of the amount **you** will charge for each of these terms.
- The charges which **we** will pay **you** are limited to the maximum allowable rates set under the ABSTUDY guidelines.
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#### **Notification of Entitled Students details**

- 3.3 **You** will provide **us** with a written notice, prior to each of the terms of the school year, of the full name and home address of each Entitled Student who is to be a resident at the Hostel during each of these terms.
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#### 4. PAYMENT ARRANGEMENTS:

**Payments to you** 4.1 Provided **you** are performing the agreement to our satisfaction, **we** will pay **you** a Residential Fee at the beginning of each term in respect of each Entitled Student residing at the Hostel.

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4.2 The Residential Fee will be the sum of the Living Allowance and any School Fees Allowance which would have been payable in respect of that Entitled Student under the ABSTUDY guidelines or the Residential Charge, whichever is the lesser.

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**Payment for Entitled Students not on notice under subclause 3.3** 4.3 If an Entitled Student whose name and address does not appear on a notice given under subclause 3.3 comes to live at the Hostel after the commencement of the term of a school year **we** will pay **you** that proportion of the Residential Fee representing the number of days the Entitled Student is resident in the Hostel during that term over the total days in the term.

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**Notification Arrangements** 4.4 **You** agree that within 14 days after an Entitled Student leaves the Hostel **you** will notify **us** at the Student Services office of the full name and address of each Entitled Student who has left the Hostel and the date on which they left.

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**Repayment and Retention of Funds where an Entitled Student leaves the Hostel** 4.5 **You** agree that:

a. if an Entitled Student leaves the Hostel:

i. within the first six weeks of **taking up residence**; or

ii. after the first six weeks residence but ceased to attend classes at the school during the first six weeks;

**you** will repay all the moneys paid by **us** to **you** for that Entitled Student, less the amount which is equal to the Living Allowance for the first six weeks of that residence;

b. if an Entitled Student leaves the Hostel and ceased to attend classes at the school:

i. after the first six weeks of taking residence,

**you** will repay all the moneys paid by **us** to **you** for that Entitled Student, less the amount which is equal to the Living Allowance payable to the end of the fortnightly payment period when the Entitled Student both attended the school and also resided at the Hostel.

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**Compensation for Late Payment**

4.6 If money owing to **us** is not paid or refunded by the due date for payment, **you** will be liable to pay **us** interest on the outstanding amount as set by the Commonwealth Department of Finance from time to time based on the weighted average yield of 13 Week Treasury Notes plus a margin of 4 per cent per annum.

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4.7 The interest charge describe in subclause 4.6 will begin to run 21 days after the Entitled Student leaves the Hostel.

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**5. MISCELLANEOUS:**

**Period of agreement**

5.1 This agreement is effective from the date the agreement is signed by both **us** and **you**, up to 30 June 2002.

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**Termination of agreement**

5.2 **We** may terminate this agreement at any time. If **we** decide to do so, we shall cease all payments to **you**. **You** must then repay to **us** all unspent moneys that **we** have paid to **you**.

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**Notice**

5.3 **You** shall give any notice, request or other communication in writing and deliver this by hand or send it by pre-paid post, facsimile or telex, to **us** at the address below for the attention of:

**We** shall give **you** any notice, request or other communication in writing at the address indicated by **you** at the beginning of this agreement unless you notify **us** otherwise.

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**Entire agreement**

5.4 This is the entire agreement between **you** and **us**. No agreement varying or extending this agreement shall be legally binding upon either party unless in writing and signed by both parties.

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**Applicable Law**

5.5 The agreement shall be governed by and construed in accordance with the law of the State or Territory in which the Hostel is located.

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## 6. MONITORING AND REPORTING REQUIREMENTS:

### Service Records to be maintained

- 6.1 **You** must maintain details of the following:
- a. a record of the services provided to Entitled Students, including food, and accommodation;
  - b. a list outlining the items of clothing and equipment provided to Entitled Students including books, materials and other supplies.

**You** must retain these records for two years after the agreement has ended.

**us** If **we** make a written request and give **you** reasonable notice, **you** must provide with any information required by **us** for monitoring and evaluation purposes.

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### Financial records

- 6.2 **You** must keep proper accounts and records of **your** transactions and affairs in relation to any money **you** receive from **us** under the agreement in accordance with Australian Accounting Standards. In particular, all moneys provided by **us** must be clearly and separately identified in **your** accounts. **You** must keep **your** financial accounts and records in such a way as to enable an auditor or other person to examine them at any time and to ascertain **your** financial position.
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### Our Audit and monitoring requirements

- 6.3 **You** must help **us** to monitor and evaluate the services provided by **you** by:
- a. allowing **us**, at all reasonable times, unhindered access to all accounts, records, documents and papers which relate directly or indirectly to the receipt, expenditure or payment of the Living Allowance or any School Fees Allowance to **you** and allowing **us** to copy it;
  - b. allowing **us**, at all reasonable times, unhindered access to **your** financial accounts and records as described in subclause 6.2 and allowing **us** to copy them;
  - c. providing reasonable assistance to **us** to locate and copy any material relating to the provision of the services under this agreement and **your** financial accounts and records;
  - d. allowing **us**, at all reasonable times, unhindered access to inspect the Hostel; and
  - e. advising **us** of any changes in arrangements for the provision of the services.
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**SIGNATURES**

SIGNED by **Us**

SIGNED by **You**

**Your** Common Seal  
was affixed in accordance  
with **your** Articles of  
Association or Rules of  
Incorporation, whichever is  
applicable, in the presence of

Signature: .....  
On behalf of **Centrelink**

Signature: .....  
On behalf of

Name:

Name:

Position:

Position:

Date:

Date:

Witnessed by:

Witnessed by:

Signature: .....

Signature: .....

Name:

Name:

Position:

Position: