

## FLO HARRIS LODGE

### TERMS OF RESIDENCY AGREEMENT

**I understand that Flo Harris Lodge's offer of residency at the Lodge is subject to me agreeing to abide by the terms listed below.**

1. I agree to abide by the terms of the Flo Harris Lodge Handbook, and other Flo Harris Lodge rules and policies that may be in place throughout my residency.

#### Health

2. While at Flo Harris Lodge, I will be primarily responsible for my own health (including physical, mental and emotional health). However, I understand that Flo Harris Lodge has a duty of care to myself and to other residents, and accordingly needs certain information, and to take certain steps, to keep me and other residents safe and supported.
3. I confirm that I have provided accurate information about my medical and psychological needs to Flo Harris Lodge with my application for residency. I also agree to inform Flo Harris Lodge staff if these change, or if I become aware of further medical and/or psychological needs that are relevant to me, and other residents, being safe and supported while I reside at Flo Harris Lodge (including as set out in paragraphs 4-6).
4. If I know or suspect that I have an infectious disease that could pose a serious risk to other residents or staff of Flo Harris Lodge (including, in particular, COVID-19 or its variants), I agree to immediately and voluntarily disclose this to Flo Harris Lodge staff.
5. If I begin to receive treatment for depression, anxiety, or any other serious mental health condition, or the treatment I am currently receiving for such a condition changes significantly, I agree to immediately disclose this to Flo Harris Lodge management. I understand that this is in order for Flo Harris Lodge management to ensure that I can be appropriately supported while I reside at Flo Harris Lodge.
6. I understand that if I am ill or injured and require urgent hospital and/or medical treatment (such as injections, blood transfusions, surgery, etc), and am unable to make decisions, Flo Harris Lodge staff may need to take appropriate action on my behalf including by calling an ambulance. By accepting an offer of residence, I authorise Flo Harris Lodge to do this as required.

#### Privacy

7. I acknowledge and understand that Flo Harris Lodge needs to collect certain information about me in order to operate as a residency and as a business. I understand that this will be done in accordance with the Flo Harris Lodge Privacy Policy.
8. I give permission for images of me at Flo Harris Lodge or engaged in activities run by Flo Harris Lodge to be used on social media, on the Flo Harris Lodge website and notice boards, and in other marketing, advertising and promotional material.

#### What I must pay

9. I agree to pay to Flo Harris Lodge all fees I owe as they become due, including particularly the following amounts which are set out in the offer document:
  - a. the Bond;
  - b. the Board; and
  - c. the Amenities Contribution.
10. For the sake of clarity, I understand and acknowledge that my Board will be payable as agreed through the course of my residency for the year. This includes me noting that:
  - a. there is no provision under this contract requiring Flo Harris Lodge to provide me with discounted rent if I decide to spend time away from the Lodge over the period of my residency; and
  - b. that there is no basis under this contract by which I can "suspend" my residency at Flo Harris Lodge during the contract period, so as not to pay Board for the period of the "suspension"; and
  - c. there is no basis under this contract by which I can terminate my residency at Flo Harris Lodge prior to the expiry of the period of residency specified in the offer - and accordingly, I understand that I will remain liable to pay Board throughout that time..
11. The Board is payable fortnightly in advance by direct debit from my nominated account.
12. I understand Flo Harris Lodge will return the Bond to me within 14 days of the end of my residency, but may retain all or part of the Bond to cover:

- a. Any outstanding fees or charges I owe to Flo Harris Lodge (including the Board, noting clause 11 above);
  - b. The cost of repairs for any damage I have caused to Flo Harris Lodge property; and
  - c. Cleaning costs (including where, if my room is left unclean, a \$150 cleaning fee will apply).
13. I further understand that the Lodge management may, in their discretion, return all or some of the Bond to me, notwithstanding that one or more of the circumstances set out above apply, if:
- a. (i) there are extenuating circumstances; and/or
  - b. (ii) another resident is found to take my room.
14. The Amenities Contribution goes towards the purchase and upkeep of recreational facilities at the Lodge and the holding of social events. The Amenities Contribution is non-refundable and is payable whether or not I use the recreational facilities or attend the social events.
15. If I fail to pay any amount payable by me within 14 days of its due date, I agree to pay an overdue charge ("Administration Fee") calculated on the amount outstanding from the due date until the date of payment. The Administration Fee is a rate percent per annum determined by the Lodge from time to time being a genuine pre estimate by the Lodge of the loss that it would suffer if the amount due was not paid by the due date. I understand that I may obtain the current rate from the Lodge management.
16. I agree to pay all medical and ambulance expenses incurred on my behalf by Flo Harris Lodge.

**Ending my residency**

17. If any amount due is not paid in full within fourteen days of its due date, I understand that my residency may be terminated or suspended by Flo Harris Lodge by providing me with fourteen days' written notice.
18. I understand that Flo Harris Lodge management may, normally by giving me two weeks' written notice, terminate my residency if they consider that I have failed to comply with the requirements of FHL policies, including those set out in the Handbook. I understand that Flo Harris Lodge management may terminate my residency with a shorter period of notice in cases where I have engaged in serious misconduct, including immediate termination where my conduct places another resident at significant risk of harm.

**General**

19. I agree to participate in a mid-year interview and/or exit survey if requested to do so by Flo Harris Lodge management.
20. I acknowledge that my personal property is not insured by Flo Harris Lodge, and that Flo Harris Lodge does not accept any responsibility for loss of, or damage to, personal property.
21. I understand that, while I am entitled to quiet enjoyment of the premises, Flo Harris Lodge management may enter my room for maintenance, repairs, and other reasonable purposes in connection with the administration of Flo Harris Lodge (including to address health and safety issues).
22. I agree to provide Flo Harris Lodge management with my current contact details throughout the period of my residency.

I agree to the terms set out above.

Name - ..... Signature - ..... Date:

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