

# SHARED LIVING CONTRIBUTION AGREEMENT

Utilities, Household Costs, Groceries and Local Transport Contribution (Non-NDIS Funded)

Effective date: 1 November 2026

## Terms and Conditions

### 1. Purpose and separation from NDIS-funded supports

- 1.1. This Agreement applies only where the Client lives in shared accommodation and Gateways agrees to provide, arrange or manage the items selected as Coverage in the Key Details.
- 1.2. This Agreement is separate from NDIS-funded supports. Amounts payable under this Agreement are not claimed from the Client's NDIS plan. The Contribution relates only to non-NDIS funded household costs, goods, services or arrangements selected as Coverage in the Key Details. Nothing in this Agreement requires the Client or Responsible Payer to pay for a support that Gateways is entitled to claim from the Client's NDIS plan under a separate NDIS service agreement.
- 1.3. This Agreement is also separate from any voluntary arrangements between residents (e.g., residents choosing to pool groceries/consumables among themselves). Gateways is not responsible for disputes about voluntary pooling.
- 1.4. The Client and Responsible Payer are encouraged to ask questions and may seek support from a family member, advocate, support coordinator, guardian, administrator, attorney or other trusted person before signing.
- 1.5. This Agreement does not create, grant or vary any tenancy, occupancy, accommodation, SDA, residential rental or property right. Any right for the Client to live at the Home is dealt with separately, including under any applicable tenancy, occupancy, accommodation, SDA or housing arrangement. This Agreement only deals with the non-NDIS funded household contributions selected as Coverage in the Key Details.

### 2. Definitions

In this Agreement:

**Agreement** means the contract consisting of:

- (a) the Key Details and Acceptance signed or otherwise accepted by the applicable parties; and

- (b) these Terms and Conditions,

together with any valid variation subsequently made in accordance with these Terms and Conditions.

**Authorised Representative** means a person lawfully acting on behalf of the Client (for example a guardian, administrator, attorney or NDIS plan nominee).

**Client** means the person who lives in the Home and receives supports.

**Contribution** means the fixed fortnightly amount payable to Gateways for providing, arranging or managing the Coverage.

**Coverage** means the non-NDIS funded goods, services, household costs or arrangements selected in the Key Details that Gateways agrees to provide, arrange or manage under this Agreement, including any sub-items ticked.

**Due Date** means:

- (a) if direct debit is selected, each debit date notified by Gateways; or
- (b) otherwise, the date stated on Gateways' invoice or written notice for the Contribution; and
- (c) if no date is stated, 7 days after Gateways issues the invoice/notice, noting the Contribution is payable in advance under clause 3.1.

**Gardening and minor household maintenance** means agreed minor household upkeep items selected as Coverage that are not rent, SDA payments, capital works, structural repairs, property-owner obligations, landlord obligations or SDA provider obligations.

**Gateways** means Gateways Support Services Inc (ABN 98 140 810 929), and includes its successors, assigns, related entities, or any entity that assumes or continues the relevant operations of Gateways from time to time.

**Home** means the SIL Address in the Key Details.

**Key Details** means the Shared Living Contribution Agreement: Key Details and Acceptance completed for the Client, including the selected Coverage, Contribution, payment method, and Responsible Payers.

**Responsible Payer** means each person ticked as a Responsible Payer in the Key Details. If more than one person is a Responsible Payer, each is jointly and severally liable for all amounts payable under this Agreement.

**Occupy/Occupies** means to live in or continue to use the Home as the Client's place of supported accommodation.

**Optional Coverage** means any Coverage other than Household utilities, unless the Key Details expressly state that another item is mandatory while the Client Occupies the Home.

**Shared Household Basis** means that the relevant Coverage is provided, arranged, managed or paid for by Gateways for the Home as a whole, or for participating residents collectively, rather than separately for each resident.

**Third-Party** means a person other than the Client or an Authorised Representative who enters into this Agreement as a Responsible Payer.

### 3. Contribution

- 3.1. The Responsible Payer must pay the Contribution to Gateways fortnightly in advance, in accordance with this Agreement and by the applicable Due Date.
- 3.2. The Contribution is the fixed fortnightly amount charged by Gateways for providing, arranging or managing the Coverage.

### 4. Gateways' role in providing the Coverage

- 4.1. Gateways agrees to provide, arrange or manage the Coverage selected in the Key Details for the Client while this Agreement is in effect.

- 4.2. The Responsible Payer must pay the Contribution to Gateways for the Coverage. The Contribution is payable regardless of whether Gateways provides the Coverage directly, arranges the Coverage through a third-party, or manages shared household arrangements for the Home.
- 4.3. The Responsible Payer acknowledges that some Coverage may be provided on a Shared Household Basis. This means Gateways may purchase, arrange, manage or pay for goods, services or household costs for the Home as a whole, rather than separately for each resident.
- 4.4. Gateways may use the Contribution to meet or contribute towards the costs of providing, arranging or managing the Coverage, including utilities, groceries, household consumables, gardening, minor household maintenance, local transport, communal furnishings, white goods or other items selected in the Key Details.
- 4.5. The Contribution is not a payment for NDIS-funded supports and will not be claimed by Gateways from the Client's NDIS plan under this Agreement.
- 4.6. Coverage does not include:
- (a) rent, board, lodging, SDA payments or amounts payable under a tenancy, occupancy or accommodation agreement;
  - (b) property rates, property insurance, structural repairs, capital works or other owner, landlord or SDA provider obligations;
  - (c) NDIS-funded supports or supports claimed from the Client's NDIS plan;
  - (d) support work, staff time or disability supports unless separately funded and agreed;
  - (e) personal spending, entertainment, takeaway food, cigarettes, alcohol, clothing, personal technology, medication, medical expenses or other personal expenses, unless expressly included in the Key Details;
  - (f) replacement or repair of personal items owned by the Client or another resident; or
  - (g) any item Gateways reasonably determines is outside the Coverage or should be funded, arranged or managed separately.
- 4.7. Nothing in this Agreement requires Gateways to provide any item that is not selected as Coverage, is not reasonably available, is unsafe, is outside Gateways' operational capacity, or is required to be funded or arranged under another agreement.

## **5. Shared Household Basis and Fixed Contribution**

Where Coverage is provided on a shared household basis, the Responsible Payer acknowledges that:

- (a) the Client may not receive the same quantity, frequency or dollar value of each item as another resident;
- (b) the Contribution is not calculated by reference to the Client's exact individual usage during each fortnight;
- (c) Gateways may average or estimate shared household costs when setting the Contribution;
- (d) some household costs may continue even when the Client is temporarily absent; and
- (e) Gateways may adjust the Contribution under clause 10 if shared household costs, household composition or Coverage changes.

## **6. Direct debit, bank transfer and payment arrangements**

- 6.1. If direct debit is selected in the Key Details, the Responsible Payer authorises Gateways to debit the Contribution and any other amounts payable under this Agreement from the account nominated in the Key Details on the debit dates notified by Gateways.
- 6.2. The Responsible Payer warrants that they are authorised to operate the nominated account and to authorise direct debits from that account.
- 6.3. The Responsible Payer must ensure there are sufficient clear funds in the nominated account on each debit date. If there are insufficient funds, the Responsible Payer may be charged a fee by their financial institution and remains responsible for paying the Contribution, any overdue amount, interest and any recovery costs payable under this Agreement.
- 6.4. Gateways may vary a debit amount or debit date by giving at least 7 days' written notice.
- 6.5. The Responsible Payer may request to change, stop or defer a direct debit payment by giving Gateways at least 7 days' written notice. Stopping or changing a direct debit arrangement does not end the Responsible Payer's payment obligations under this Agreement. The Responsible Payer must ensure that the Contribution and any other amount payable under this Agreement is paid by the Due Date.
- 6.6. If bank transfer or another payment method is selected in the Key Details, the Responsible Payer must pay the Contribution by the Due Date using the payment details or instructions provided by Gateways.

## **7. Household utilities – mandatory while the Client Occupies the Home**

- 7.1. If Household utilities are ticked as Coverage, Gateways will provide, arrange or manage utilities for the Home, or contribute to utility arrangements for the Home, on a Shared Household Basis.
- 7.2. The utilities component of the Contribution is mandatory for as long as the Client Occupies the Home. The Responsible Payer cannot opt out of, cancel or terminate this part of the Contribution while the Client continues to Occupy the Home. This is because utilities are provided or arranged on a Shared Household Basis and utility costs continue for the Home regardless of whether an individual resident separately chooses to contribute.
- 7.3. The obligation to pay the utilities component ends only when:
  - (a) the Client permanently stops Occupying the Home;
  - (b) this Agreement ends in accordance with clause 13;
  - (c) Gateways agrees in writing to a transfer of payment responsibility to a new Responsible Payer; or
  - (d) Gateways permanently stops providing, arranging or managing utilities for the Home.

## **8. Food, groceries and household consumables (where included)**

- 8.1. If food, groceries or household consumables are ticked as Coverage, Gateways may provide, purchase, arrange or manage those items for the Client and/or for residents of the Home on a Shared Household Basis.

- 8.2. Gateways may decide the practical arrangements for purchasing, storing, supplying and managing food, groceries and household consumables, having regard to resident preferences, dietary needs notified to Gateways, household routines, supplier availability, staffing, safety and operational requirements.
- 8.3. Gateways is not required to provide personal grocery items, takeaway food, cigarettes, alcohol, personal spending items, specialist dietary items not notified to and agreed by Gateways, or other personal expenses unless expressly included in the Key Details or agreed in writing.
- 8.4. If the account is in arrears, Gateways may review the arrangements for food, groceries or household consumables. Before pausing or changing those arrangements for the Client, Gateways will take reasonable steps to notify the Client and Responsible Payer, discuss payment options, and ensure there is a reasonable transition so that the Client's immediate health, safety and wellbeing are not placed at risk.
- 8.5. If food, groceries or household consumables are paused or changed under clause 8.4, the Client or Responsible Payer remains responsible for arranging and paying for the Client's own food, groceries and personal items. Gateways may continue to provide, purchase, arrange or manage those items for other residents.

## **9. Local transport contribution – Non-NDIS funded (where included)**

- 9.1. If Local transport contribution (Non-NDIS funded) is ticked as Coverage, Gateways may provide, arrange or manage reasonable local transport for the Client where that transport is not funded under the Client's NDIS plan.
- 9.2. Local transport under this clause is limited to reasonable local travel for day-to-day needs, such as attending medical appointments or other local activities agreed by Gateways.
- 9.3. Local transport is subject to staff availability, vehicle availability, scheduling, safety, the Client's support needs, operational requirements and any applicable Gateways policies.
- 9.4. Gateways is not required to provide transport under this clause where:
  - (a) the account is in arrears;
  - (b) transport cannot be provided safely;
  - (c) transport is not reasonably available;
  - (d) the transport should be funded or arranged under the Client's NDIS plan or another service agreement; or
  - (e) Gateways has not agreed to provide the particular transport requested.

## **10. Changes to the Contribution**

- 10.1. Gateways may change the Contribution by written notice if one or more of the following occurs:
  - (a) a material change in utility tariffs, supplier charges or other shared household costs relevant to the Coverage;
  - (b) a change in household composition, including residents moving in or out, that affects the cost or allocation of Coverage;
  - (c) a change to Coverage;

- (d) a change in how Coverage is provided, arranged or managed;
  - (e) a material change in the Client's use of, or need for, the Coverage;
  - (f) a change required by law; or
  - (g) any other change that reasonably affects the cost to Gateways of providing, arranging or managing the Coverage.
- 10.2. Gateways will give at least 7 days' notice of a Contribution change and the date it takes effect.
- 10.3. If the change relates to Optional Coverage, the Responsible Payer may request removal of that Optional Coverage by giving Gateways 14 days' written notice. Gateways will consider the request and, where the Optional Coverage can reasonably be removed for the Client without affecting shared household arrangements or other residents, will adjust the Contribution from the effective date notified by Gateways.
- 10.4. If Household utilities are included under Coverage, clause 7 continues to apply and the utilities component of the Contribution remains mandatory while the Client Occupies the Home.

## **11. Non-payment, arrears and recovery**

- 11.1. If a payment fails or the account falls into arrears, Gateways may require the Responsible Payer to pay the overdue amount immediately.
- 11.2. Gateways may suspend, change or stop providing discretionary items that come under Optional Coverage while the account is in arrears, subject to any specific safeguards in this Agreement, including clause 8.4.
- 11.3. If Gateways continues to supply, arrange, pay or manage Coverage for any period where the account is in arrears, those unpaid amounts are a debt due to Gateways.
- 11.4. Gateways may recover unpaid and overdue amounts, together with reasonable external recovery costs actually incurred because of non-payment, to the extent permitted by law.
- 11.5. If the Responsible Payer is experiencing payment difficulty, they should contact Gateways as soon as possible. Gateways may, at its discretion, agree to a payment plan or other temporary payment arrangement. Any payment plan must be confirmed in writing and does not waive Gateways' right to recover unpaid amounts, interest or recovery costs unless Gateways expressly agrees otherwise in writing.
- 11.6. If an amount payable under this Agreement remains unpaid after the Due Date, Gateways may charge interest on the overdue amount.
- 11.7. Interest will accrue daily from the day after the Due Date until the overdue amount is paid in full, at the lesser of:
- (a) 10% per annum; and
  - (b) The maximum rate permitted by law.
- 11.8. Interest is calculated only on overdue amounts and does not compound.
- 11.9. Gateways may waive or reduce interest at its discretion, including where a payment plan has been agreed in writing or where Gateways considers that hardship or other circumstances justify doing so.

## **12. Authority and payment responsibility when signing on behalf of the Client**

- 12.1. If this Agreement is signed by the Client's Authorised Representative, you warrant you have lawful authority to enter into this Agreement on behalf of the Client.
- 12.2. If an Authorised Representative or Third-Party is nominated as a Responsible Payer, they enter into this Agreement in their personal capacity as a Responsible Payer and are legally responsible for payment under this Agreement as a principal debtor.
- 12.3. Gateways may recover unpaid amounts directly from any Responsible Payer without first seeking payment from the Client.

### **13. Transferring or Ending the Agreement**

- 13.1. A Responsible Payer may request to assign (transfer) their payment responsibility under this Agreement to another person (**Incoming Responsible Payer**) by giving Gateways written notice of the proposed transfer and the Incoming Responsible Payer's details.
- 13.2. Any transfer is effective only if a new Contribution Agreement is entered into by Gateways and the Incoming Responsible Payer.
- 13.3. Subject to any transfer completed under clause 13.2, the current Responsible Payer remains fully liable for all amounts payable under this Agreement.
- 13.4. Unless Gateways expressly agrees otherwise in writing, a transfer does not release the outgoing Responsible Payer from liability for any amounts incurred or owing up to (and including) the effective date of transfer (including recovery costs).
- 13.5. Gateways may assign, novate or transfer this Agreement, or its rights and obligations under this Agreement, to a successor entity, replacement entity, related entity or other entity that assumes or continues Gateways' relevant operations without notice to the Client and Responsible Payer. If this occurs, references to Gateways in this Agreement will be taken to include that entity from the effective date of the assignment, novation or transfer.
- 13.6. This Agreement ends when:
  - (a) the Client permanently stops Occupying the Home;
  - (b) Gateways no longer provides, arranges or manages any Coverage for the Client at the Home;
  - (c) Gateways no longer provides Supported Independent Living services to the Client in the Home and is no longer managing or supplying any items included in Coverage for that Home; or
  - (d) Gateways ends this Agreement by written notice.
- 13.7. Ending this Agreement does not affect any unpaid or overdue amounts, and these remain payable as a debt to Gateways.
- 13.8. After this Agreement ends, Gateways will provide a final statement identifying any outstanding amount payable or any credit to be refunded.

### **14. Privacy and Records**

- 14.1. Gateways will keep reasonable records of amounts billed and received under this Agreement and any outstanding balances.
- 14.2. Gateways will handle personal information in accordance with applicable privacy laws.

## **15. Notices**

- 15.1. Notices under this Agreement must be in writing and may be given by email or post to the contact details in the Key Details (or later notified in writing).
- 15.2. An email is taken to be received on the next business day after it is sent, unless the sender receives a delivery-failure message.

## **16. Governing Law**

This Agreement is governed by the laws of Victoria, Australia.

## **17. Entire Agreement**

- 17.1. The Key Details and these Terms and Conditions together constitute the entire Agreement between the Client, each Responsible Payer and Gateways concerning the Contribution and Coverage.
- 17.2. If there is an inconsistency between the Key Details and these Terms and Conditions, the Key Details prevail to the extent of the inconsistency.
- 17.3. Nothing in the Agreement excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified.