



Building foundations
to prevent youth
homelessness

STUDIO AGREEMENT

CARER/CLIENT

The purpose of this document is to record the agreement by which you the carer/client are provided with the studio and to ensure that Kids Under Cover's interests in the studio are protected so that, at the end of the term of this agreement, Kids Under Cover can recover the studio and provide it for use to someone else.

This Agreement outlines the rights and obligations of the parties in relation to the provision and maintenance of the studio, and the responsibility of the parties in relation to the Studio Occupants.



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Edited by Paul Stolz

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STUDIO AGREEMENT

BETWEEN KIDS UNDER COVER (ACN 129 005 269)

AND

«TOENVELOPESALUTATION»

«HOUSINGADDRESS1»

«HOUSINGADDRESS3» «HOUSINGADDRESS4» «HOUSINGPOSTCODE»

Dated: 01 June 2015

This Studio Agreement is part of the **Studio Program Service Agreement**

(‘**Service Agreement**’) between Kids Under Cover and Community Service Organisation members.

DEFINITIONS

Words in this agreement have the following meanings unless the context requires otherwise:

Agent	Any contractors or person authorised to act on behalf of Kids Under Cover.
Agreement	This agreement (including if executed as a deed or otherwise).
Application	The application lodged by the CSO in accordance with the terms of the Service Agreement.
Studio	The studio (including in the plural) which is the subject of an approved Application.
Occupant	Young person between the ages of 12-25yrs, living in the Kids Under Cover Studio.
Carer	«TOFIRSTNAME» (and includes when applicable the Carer in their capacity as Registered Proprietor).
CSO	«INITIATORKEYNAME»
DHS	The Department of Human Services.
Emergency	Such things as constitute an emergency in the opinion of Kids Under Cover including but not limited to a risk of damage or destruction to the studio, a risk of the theft of the studio, that it seems that the studio may be sold or moved without authorisation of Kids Under Cover.
KIDS UNDER COVER	Kids Under Cover (ACN 129 005 269)
Land	The land on which the studio is to be or is erected or located.
Registered Proprietor	The registered proprietor or registered proprietors (as the case may be) of the land on which the studio is to be or is erected or located.
Service Agreement	The Studio Program Service Agreement between Kids Under Cover and the CSO endorsed by CEO in 2008

A. PURPOSE OF AGREEMENT

The parties (Studio Occupant, Carer or Registered Proprietor) enter into this Agreement in the following capacities:

- (a) Kids Under Cover as owner of the studio - or as co-owner in the case of some DHS-funded studios),
- (b) the Carer as the adult responsible for the Studio Occupant/s, if under 18
- (c) the Occupant is 18 or over
- (d) the Registered Proprietor as owner of the land on which the studio is or is proposed to be erected or located.

The purpose of this document is to record the agreement by which you are provided with the studio and to ensure that Kids Under Cover's interests in the studio are protected so that, at the end of the term of this agreement, Kids Under Cover can recover the studio and provide for use to someone else.

This Agreement outlines the rights and obligations of the parties in relation to the provision and maintenance of the studio, and the responsibility of the parties in relation to the Studio Occupants.

B. CONDITIONS OF PROVISION

Kids Under Cover provides the studio to you for a period of time as defined by Kids Under Cover from the date that it is installed at the address below.

In consideration of the provision of the studio by Kids Under Cover for the purposes of enabling the housing of young persons, and the provision of the Land by the Carer and the Registered Proprietor, and on the promises below, the parties agree that:

1. A studio is made available to the Carer on the understanding that it is to remain located at:
«HOUSINGADDRESS1»
«HOUSINGADDRESS3» «HOUSINGADDRESS4» «HOUSINGPOSTCODE»
2. Kids Under Cover or Kids Under Cover/DHS, as the case may be, owns the studio at all times and the studio is not a fixture on the Land, including in the event that this Agreement is terminated in any way whatsoever. Under *no circumstance whatsoever* may the ownership of the studio be transferred or attempted to be transferred to another person/entity by the Carer or the Registered Proprietor or any person or entity acting through them.
3. The Carer must ensure that the studio is not used for any purpose other than the accommodation of the young person as directed by the CSO and permitted by Kids Under Cover.
4. You will not allow the studio to be vacant for more than 30 days.
5. You will not charge rent, sell, lease, mortgage or otherwise dispose of the studio, or attempt to do any of these things.

6. Subject to the contents of this agreement, Kids Under Cover constructs the studio on the Land on the understanding that it will remain occupied on the Land for a minimum period of 12 months.
7. Kids Under Cover can terminate this agreement at any time by written notice if you fail to comply with any of the terms of this agreement or any other condition specified by Kids Under Cover in relation to the care of the studio. If Kids Under Cover terminates this agreement, it will nominate a date not less than four weeks after the date of the notice of termination from which Kids Under Cover will attend the Premises and remove the studio.
8. You agree to pay \$1 (receipt of which is hereby acknowledged) in return for the use of the studio for the period described above. You will not be charged an additional amount if the period is extended. This payment assists Kids Under Cover to protect its interest in the studio.
9. You acknowledge that Kids Under Cover will register its interest in the studio on the Personal Property Securities Register. This registration is to protect Kids Under Cover's interest in the studio, including from any claims that your creditors may make. Following registration, Kids Under Cover will provide you with a certificate of the registration within a reasonable period of time. Legislation restricts who can search the Personal Property Securities Register in relation to you. If you have any questions about this registration, please call the Kids Under Cover Studio Program Coordinator on (03) 9429 7444.

C. DOCUMENTS

10. The Studio Program Memorandum of Understanding applies between Kids Under Cover and the CSO for the provision of Kids Under Cover Studio accommodation.
11. If privately renting the Land, the Carer in conjunction with the CSO is responsible for liaising with the Registered Proprietor in order to obtain their written consent for the construction and occupation of the Studio on the Land. A Studio will not be constructed on leased premises without the written consent of the Registered Proprietor, which is satisfied by the Registered Proprietor entering into this Agreement.
12. Before constructing the Studio Kids Under Cover requires the Carer to execute a standard set of Kids Under Cover documents (**'Kids Under Cover documents'**)
 - a Kids Under Cover Consent Form
 - the Studio Agreement

We also require a copy of one of the following forms of identification of the carer

(in order of most preferred):

- Current driver's licence issued by an Australian state or territory
- Proof of age card issued by an Australian state or territory
- Australian passport
- Australian visa
- Passport from country Carer usually resides
- Details on birth certificate.

We require these details for the PPSA (Personal Property Securities Application) Registration. Upon registration these details will be destroyed under privacy requirements.

Kids Under Cover must send the Kids Under Cover documents to the CSO who, under the Service Agreement, is to arrange for the documents to be signed by the Carer (and if applicable by the Office of Housing) and returned to Kids Under Cover as soon as possible.

13. If Kids Under Cover does not receive the Kids Under Cover documents executed by the Carer (and if applicable by the Office of Housing or Registered Proprietor) within **1 month** of the Kids Under Cover documents being provided to the CSO, the parties agree that this Agreement is automatically terminated [and a new studio Application will be required]. Kids Under Cover does not have to proceed with preparation for the construction (including making application for any permits) or the construction of a studio unless it receives all the documentation it requires and which are executed and signed to its satisfaction.
14. Kids Under Cover is responsible for obtaining the necessary permits to erect the studio and for occupation of the studio from the relevant authorities, but the Carer and the Registered Proprietor agree that they will co-operate with Kids Under Cover to do all things necessary and execute all documents required for the necessary permits to be issued.

D. ACCESS TO THE LAND

15. By signing this Agreement the Carer and the Registered Proprietor, irrevocably grant permission to Kids Under Cover and its Agent to enter the Land in order to undertake its rights and responsibilities under this Agreement including to:
 - (a) prepare for the installation of the studio,
 - (b) install the studio,
 - (c) maintain the studio,
 - (d) carry out periodic inspections of the studio, and
 - (e) remove the studio.
16. Kids Under Cover (or Kids Under Cover will procure that its Agent) will give the CSO and the Carer (and the Registered Proprietor if they are not the Carer) at least 24 hours notice (which may be verbal) of any requirement to enter the Land for the purpose of the activities referred to in clause 10. In the event of an Emergency Kids Under Cover and its Agent may enter without notice.

E. CONSTRUCTION

17. Kids Under Cover will provide the CSO with a proposed schedule for construction of the studio and include a site plan and construction outline, to be communicated to the Carer. The CSO and Carer agree and acknowledge that Council decisions, weather and other uncontrollable delays may impact on this scheduling.
18. Kids Under Cover (or Kids Under Cover will procure that its Agent) is responsible for identifying and informing the Carer and the CSO of any objects that will inhibit the erection of the studio such as garden materials, trees, rubbish, clothesline, shed, fence, gates etc. The Carer at the direction of the CSO, must promptly remove any objects identified by Kids Under Cover or its Agent as inhibitors to the construction of the studio and inform Kids Under Cover when the items have been removed.
19. On receipt of all necessary permits, Kids Under Cover (or Kids Under Cover will procure that its Agent) will deliver and construct the studio on the Land. If any necessary permit for the construction of the studio is refused Kids Under Cover must notify the Carer and may terminate this Agreement.

20. Unless otherwise agreed to by Kids Under Cover or its Agent, the studio will not be constructed more than 6 metres away from the main dwelling.
21. Kids Under Cover (or Kids Under Cover will procure that its Agent) will construct the studio according to Kids Under Cover's standards. Kids Under Cover or its Agent will notify the Carer if they discover any pre-existing defects or faults on or in the Land that need to be rectified before construction can continue for example plumbing & electrical defects or faults. Kids Under Cover or its Agent takes no responsibility for such rectification works.
22. On completion of the studio, Kids Under Cover (or Kids Under Cover will procure that its Agent) will remove all building materials used for, and in connection with the installation of the studio.
23. The Carer, in conjunction with the CSO, must to the best of their ability ensure that the occupants of the Land do not interfere with or impede the construction process.

F. INSURANCE

24. Kids Under Cover will organise and cover the cost of insuring the studio structure. Kids Under Cover is not responsible for contents insurance.

G. FURNISHINGS

25. Kids Under Cover is only responsible for supplying window and floor furnishings as per Kids Under Cover standards. The studio is ready for occupancy when the floor furnishings have been installed and any necessary permits under paragraph 9 of this Agreement have been obtained. Kids Under Cover will let the Carer know when the studio is ready for occupancy.
26. The Carer is responsible for providing any furnishings required for the studio beyond the window & floor coverings provided by Kids Under Cover. Such furnishings shall remain the Carer's property and disposal of them at the time of the studio's removal is the Carer's responsibility.

H. MAINTENANCE

27. Kids Under Cover agrees to inspect the studios annually. You will be contacted to make an appointment and and given at least 48 hours' notice of that appointment.
28. The Carer is responsible for notifying Kids Under Cover or the CSO as soon as possible and no later than two weeks of any damage or anything that occurs that affects, or is likely to affect, the structural soundness of the studio or safety of the occupant, or if the Carer notices any structural defect generally.
29. The Carer is responsible for the day to day cleaning and maintenance of the studio including all fixtures and fittings in or connected to the studio, including any window and floor furnishings supplied by Kids Under Cover, and including minor maintenance issues such as:
 - replacing light globes
 - changing tap washers
 - checking and changing smoke detector batteries and
 - locksmith costs associated with accidental lockouts.

In relation to the smoke alarm, which is a mandatory safety device, it is Carer's responsibility to:

- Test the smoke alarm every month to make sure it is working
- Contact KUC if the smoke alarm is not working
- Contact KUC if the smoke alarm omits an occasional chirping noise as the battery or smoke alarm may be faulty

If the carer fails to notify KUC, and we are therefore unaware of the damage, KUC will not be liable for the repairs. KUC will issue a "Notice to Repair" at the Carer's expense.

KUC suggests to change the smoke detector battery once a year. As a reminder, this change should happen at the same time as you adjust clocks forward for the start of daylight saving (October).

30. The Carer (and not Kids Under Cover) is responsible for the maintenance, replacement and repair as necessary of any fixtures or fitting installed by the Carer including non-standard fixtures or fittings such as air-conditioners, heaters, wall-hangings, television antennas etc.
31. Kids Under Cover agrees that it is responsible for the repair or replacement of the window and floor furnishings supplied by Kids Under Cover when they need repair or replacement due to ordinary wear and tear, but not arising from their misuse or wilful or accidental damage to them.
32. Kids Under Cover reserves the right (with or without its Agent) to carry out maintenance inspections on the studio.
33. The Carer is responsible for paying the call out costs of maintenance workers if a previously agreed upon appointment is not kept.

I. WILFUL DAMAGE / SUPERVISION

34. Wilful damage is deliberate and intentional harm to the studio by any person or entity. The Carer is responsible for any costs associated with wilful damage to the studio, its fittings or fixtures, until such time as the studio is removed from the Land by Kids Under Cover.
35. Appropriate supervision of the occupant and the use of the studio is the responsibility of and must be undertaken by the Carer. Kids Under Cover does not accept responsibility for the occupant's actions. Kids Under Cover is not responsible for critical incidents relating to the studio for example injury or death arising from or connected with a failure by the Carer to appropriately supervise the occupant or the use of the studio or arising from a breach of this Agreement by the Carer.

J. REPORTING RESPONSIBILITY

36. The Carer must:
 - (a) give notice to the CSO and to Kids Under Cover if the studio is vacant or expected to be vacant for a period of more than 30 days,
 - (b) promptly notify the CSO and Kids Under Cover if the young person for whom the studio was installed exits their care and subsequently vacates the studio, and
 - (c) notify the CSO and Kids Under Cover if the studio is not being used for the purpose specified in clause 3.
37. If the Carer at any time is unable to contact the CSO, the Carer must report to Kids Under Cover any matters referred to in this Agreement which would otherwise be notified to the CSO.

38. When contacted by the CSO or Kids Under Cover for the purpose of completing a Kids Under Cover evaluation report, the Carer must co-operate by supplying the CSO or Kids Under Cover with accurate information within the requested time frame

K. DEFAULT

39. If the Carer does not fulfil any of its obligations under this Agreement, Kids Under Cover may write to the Carer specifying the nature of the default ('**Default Notice**').
40. The Carer is responsible for remedying the default specified in the Default Notice within 21 days from the date of the Default Notice.
41. If the Carer fails to remedy the default within the specified time, Kids Under Cover reserves the right at its discretion:
- (a) to enter the Land and to remove the studio, and/or
 - (b) to remedy the default and recover the cost from the Carer.
42. The Carer is liable to Kids Under Cover for loss or damage Kids Under Cover suffers or incurs resulting from the breach of this Agreement by the Carer.

L. NOTICES

43. Except as otherwise provided by this Agreement, any notice or other communication given or made under this Agreement:
- (a) must be in writing,
 - (b) must be delivered to the recipient by post or by hand to the address of the Land on which the studio is located where the notice is intended for the Carer; or to the address of the Registered Proprietor provided in this Agreement where the notice is intended for the Registered Proprietor; or to the address of Kids Under Cover where the notice is intended for Kids Under Cover,
 - (c) it is deemed to have been received if it is sent by email, provided that the sender does not receive any delivery failure email,
 - (d) will be taken to be made in the case of delivery in person, when delivered; in the case of an email on the day it is sent, or if the email is sent after 5 pm it is deemed to have been received at the commencement of business on the next business day; and in the case of delivery by post, 2 business days after the date of posting.

In the case where written notice is not required, verbal notice may be given and the provisions of 38(a), (b), (c) and (d) can be adopted for that purpose.

M. SALE OF THE LAND

44. Where the Carer is not the Registered Proprietor, the Carer must notify the CSO and/or Kids Under Cover immediately if they become aware of the Registered Proprietor's intention to sell the Land.
45. The Registered Proprietor must:
- (a) Immediately notify Kids Under Cover of its intention to sell the Land,

- (b) Take all necessary steps to ensure that in the event of a sale of the Land it gives notice to any potential purchaser that Kids Under Cover owns the studio and to ensure that the studio is not sold with the Land,
- (c) Where the Registered Proprietor requires the studio to be removed prior to the sale, provide Kids Under Cover with not less than 60 days' notice for the removal,
- (d) Where the studio is to remain on the Land despite the sale:
 - (i) bring this Agreement to the attention of any purchaser and in particular inform the purchaser that the studio is not part of the sale but is owned by Kids Under Cover (or Kids Under Cover/DHHS) and that Kids Under Cover has an irrevocable licence to remove the studio, and
 - (ii) arrange for the purchaser to enter into an Agreement with Kids Under Cover and the Carer agreeing to comply with the Registered Proprietor obligations of this Agreement.
- (e) The Registered Proprietor indemnifies Kids Under Cover against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by Kids Under Cover caused by the Registered Proprietor's failure to comply with clause 40.

N. REMOVAL OF THE STUDIO

- 46. If the Carer or Registered Proprietor wants the studio to be removed from the Land, must notify Kids Under Cover of the request. Carers or proprietors must be aware that relocation can take 3 months to arrange and coordinate after Kids Under Cover receives notification. If the relocation is urgent the Carer or Registered Proprietor must advise Kids Under Cover of the urgency of the request for removal. Kids Under Cover will endeavour to meet the request for urgency as quickly as practicable.
- 47. When a studio is removed, Kids Under Cover (or Kids Under Cover will procure that its Agent) will remove the studio and all building materials used for and in connection with the removal of the studio.
- 48. When a studio is to be removed, Kids Under Cover (or Kids Under Cover will procure that its Agent) will ensure that all necessary permits are acquired to remove the studio except in the event of an Emergency.
- 49. Kids Under Cover may use all reasonable force necessary to remove the studio (including using a locksmith).
- 50. When a studio is removed, Kids Under Cover may remove any property that is not Kids Under Cover's property from the studio and leave it on the Land. Kids Under Cover is not responsible for any loss or damage to such property.
- 51. Kids Under Cover will provide the CSO with any relevant documents required to facilitate removal of the studio (except in the event of an Emergency). It is the Carer's responsibility to ensure that any necessary paperwork is completed and returned to the CSO.
- 52. Kids Under Cover or its Agent is responsible for identifying and informing the Carer of any objects that were not present at the time of construction which will inhibit the removal of the

studio such as garden material, trees, rubbish, clothesline, shed, gates etc. Kids Under Cover or its Agent shall not be responsible for undertaking any works beyond what is necessary to remove the studio in accordance with Kids Under Cover's standards, and in particular shall not be responsible for restoring the Land (on which the studio was situated) to its former condition. The Carer will be responsible for the removal of objects identified by Kids Under Cover or its Agent as inhibitors to the removal of the studio.

53. Kids Under Cover and its Agent are not responsible for the removal or reinstatement of identified inhibitors (that were removed or not present at the time of construction) or any associated costs.

O. DEFAULT BY CSO

54. The Carer and the Registered Proprietor agree that a default by the CSO under the Service Agreement is a default under this Agreement and, after the time provided for the CSO to remedy the default in any default notice issued by Kids Under Cover has expired, Kids Under Cover may give notice pursuant to clause 11 and enter the Land and remove the studio.

P. TERMINATION AND SURVIVAL OF CERTAIN CLAUSES

55. If Kids Under Cover removes the studio from the Land pursuant to any part of this Agreement, then this Agreement will automatically be at end.
56. Clauses 10, 11, 19, 20, 23 to 28, 29, 30, 39, 40, and 43 to 48 of this Agreement survive termination of this Agreement by any means whatsoever until such time as Kids Under Cover has been able to remove the studio from the Land.

The parties agree that this Studio Agreement is valid from the date the parties enter into this agreement until the date of removal of the studio.

Signed by the parties as an agreement:

By the land owner / Studio Occupant (18yrs or over) / Carer

Name **Signature**

Date

KIDS UNDER COVER

Kids Under Cover understands and accepts all the information outlined in this Agreement and undertakes to comply with the Kids Under Cover obligations under this Agreement.

Name Jo Swift Signature
Chief Executive Officer

Date

CARER

I, «TOFIRSTNAME» understand and accept all the information outlined in this Agreement and undertake to comply with the Carer obligations under this Agreement

Name Signature.....

Name Signature.....

Date/...../2014

Please note: A studio cannot be installed until this Studio Agreement has been signed and returned to Kids Under Cover.

**Program Manager
Kids Under Cover
P O Box 3038
Richmond VIC 3121**