



Government of Western Australia
Department of Housing

Community Housing Agreement

Department of Housing

Housing Authority

Community Housing Limited (ABN 11 062 802 797)
(Organisation)

Details

Date Monday 6th December 2010

Parties

Name **Housing Authority** (a body corporate constituted under the *Housing Act 1980*)
Short form name **Housing Authority**
Notice details 99 Plain Street, East Perth, Western Australia
Contact *Director General or his nominee from time to time*

Name **Community Housing Limited (ABN 11 062 802 797)**
Short form name **Organisation¹**
Notice details 197 Adelaide Terrace, PERTH WA 6000
Contact Attention: Shane Hamilton (CEO)

Background

- (a) The Housing Authority wishes to partner with Community Housing Organisations to:
- (i) increase the supply of Community Housing in Western Australia;
 - (ii) encourage innovation and creativity in the models and delivery of Community Housing provided by Community Housing Organisations;
 - (iii) establish an environment that supports, enables and encourages private sector, institutional and philanthropic investment in Community Housing delivered through Community Housing Organisations;
 - (iv) create opportunities for Community Housing Organisations to fulfil a greater role in the delivery of Community Housing, including as property owners, developers and managers of substantial Community Housing portfolios; and
 - (v) manage the risk and optimise the benefit to the wider community associated with the proposed devolution of management and / or ownership of Community Housing.
- (b) The Housing Authority acknowledges that the Organisation may undertake certain business activities which do not directly relate to the provision of Community Housing and as such are not directly regulated by the Housing Authority under this Agreement.

¹ Guarantor may be required in certain circumstances, in which case, additional provisions will be required.

- (c) The Risk Management Plan must be provided to the Housing Authority and will be subject to annual review by the Parties.

26.2 Adverse Risk Event

- (a) The Organisation must conduct its business and operations in a manner which seeks to avoid an Adverse Risk Event.
- (b) The Organisation must notify the Housing Authority in writing immediately it becomes aware that an Adverse Risk Event has occurred or is likely to occur.

27. Financial management and budgets

- (a) The Organisation must at all times keep and maintain proper and accurate accounting records that meet the applicable accounting standards under the *Corporations Act 2001* (Cth).
- (b) Where the Organisation operates other non-community housing services (including support services or other housing options where the Housing Authority has no interest), it must separate the administrative and financial accounting in relation to the procurement and management of the Land and Premises from these other activities.
- (c) The Organisation may not apply any funds or income related to the procurement or management of the Land and Premises under this Agreement to any other activities, services or initiatives of the Organisation, including client support services, unless it obtains the prior written consent of the Housing Authority.

(d) Subject to clause 40.7 and unless otherwise agreed between the Parties, the Organisation is responsible for all costs and outgoings associated with and incidental to the Land and Premises including but not limited to staff and administration costs, repairs and Maintenance, long term Maintenance, Local Government rates and licenses, water authority rates, strata company levies, insurances (including workers compensation insurance), all costs associated with and incidental to the Tenancy Agreements and any other costs the Housing Authority may reasonably determine as necessary from time to time.



- (e) If the Housing Authority receives an account or invoice for any fees or charges which are the responsibility of the Organisation under this Agreement, the Housing Authority shall forward the same to the Organisation and the Organisation must make payment by the due date of the account.

(f) The Organisation must submit to the Housing Authority by no later than 30 June each year in accordance with the guidelines agreed by the Parties a budget for the following Financial Year relating to the Land and Premises, including but not limited to:

- ✓ (i) profit and loss accounts; ✓
 - ✓ (ii) cash flow statement; ✓ *BUS-ANALYSIS 15-16 / CONSOLIDATED*
 - ✓ (iii) balance sheet; and *CONSOLIDATED*
 - (iv) future level of debt servicing obligations of the Organisation
- (Annual Budget Forecast).**
- Consolidated*
Consolidated

Signing page

EXECUTED as an agreement

The common SEAL of Housing Authority was hereunto affixed in the presence of:



Signature of Authorised Officer

← Grahame John Searle ←
Signature of Authorised Officer

Name of Authorised Officer (please print)

[Handwritten Signature]
Name of Authorised Officer (please print)

Executed by Community Housing Limited
(ABN 11 062 802 797) in accordance with
section 127 of the Corporations Act by
authority of its directors



139/0

[Handwritten Signature]
Signature of Director

[Handwritten Signature]
Signature of Director/Company Secretary

~~SHANE HASSINGTON~~
Name of Director (please print)

(Please delete as applicable) LEAD STEINBERG
Company Secretary

Name of Director/Company Secretary (please print)

STEPHEN PAUL BEVINGTON
Managing Director