

- (iii) operating and maintenance manuals;
  - (iv) as built drawings;
  - (v) all manufacturers and suppliers warranties.
- (c) Within 7 days after the receipt of the request, the State's Representative shall give to the Developer a Certificate of Completion certifying that Completion of the Community House has occurred or give the Developer in writing the reasons for not issuing the certificate (as the case may be).
  - (d) If the State's Representative refuses to issue a Certificate of Completion, the Developer must rectify all defects preventing the issuing of the certificate prior to making a further application in accordance with **paragraph (a)** seeking a Certificate of Completion.

#### **B14.7 Maintenance of Community Houses**

- (a) During the Project Term the Developer:
  - (i) must maintain the external appearance of the Community Houses by repainting or washdown as reasonably required by the State from time to time but only if the need for repainting or washdown arises from fair wear and tear;
  - (ii) may conduct exterior maintenance or repair to the Community Houses if the Developer considers any maintenance or repair reasonably necessary or desirable to facilitate the Sale or Marketing of the Site;
  - (iii) must maintain all gardens and landscaping works in the front yards of the Community Houses.
- (b) At the expiration of the Project Term, the Developer will repaint some or all of the Community Houses if the State reasonably considers that repainting is necessary or desirable.

#### **B14.8 Memorials**

The Developer must at its cost relocate the ceramic sculpture produced by Kew Residential Services residents, the long term residents memorial plaque, the 1996 fire memorial and the aboriginal scar tree in accordance with the Planning Consent and the Demolition Permit.

#### **B14.9 Access**

- (a) The State's Representative and any other persons under the supervision and control of the State's Representative may view the Public Land Works at any time on 48 hours notice.
- (b) In exercising any access rights in accordance with **paragraph (a)**, the State's Representative shall ensure that all persons accessing the Public Land Works:
  - (iv) minimise any disruption or interference to the Developer in carrying out the Construction Works; and

- (v) comply with any reasonable directions of the Developer in relation to access and safety.

#### **B14.10 Liquidated Damages**

- (a) If the Developer fails to achieve Completion of the Initial Community Houses by the relevant Initial Community Houses Date for Completion, with the result that Completion and commissioning of the Initial Community Houses does not occur by the Stage 1 Date for Completion, the Developer shall (subject to **paragraph (b) and (c)**) pay Liquidated Damages (calculated on a daily basis) to the State for every day from the Stage 1 Date for Completion until Completion and commissioning of all of the Initial Community Houses is completed.
- (b) Notwithstanding **paragraph (a)**, if the Plan of Subdivision for Stage 1 is not certified by the City of Boroondara on or before 10 November 2006, with the consequence that the Developer is delayed in achieving Completion of the Initial Community Houses or Completion of Stage 1 by the Stage 1 Date for Completion then:
  - (i) the Stage 1 Date for Completion;
  - (ii) the Stage 1 Cut Off Date; and
  - (iii) the date in **paragraph (a)** of the definition of Termination Events,will be extended by one day for each day after 10 November 2006 until the Plan of Subdivision is certified or the statutory period for certification expires (whichever is the earlier) provided the failure by the City of Boroondara to certify the Plan of Subdivision for Stage 1 is not the result of any failure by the Developer to comply with the requirements of the Subdivision Act 1988 (Vic) including satisfying any requirements for variations or to supply further information requested in accordance with the Subdivision Act 1988 (Vic) in a timely manner.
- (c) For the purposes of **paragraph (a)**, the State will act reasonably to complete commissioning of the Initial Community Houses as soon as practicable following Handover of each Initial Community House and the State will have a maximum commissioning period of 10 Business Days after Handover of each Initial Community House to commission each individual Initial Community House. At the expiration of that 10 Business Day commissioning period, that Initial Community House will be deemed to have been commissioned.
- (d) Subject to **paragraph (b)**, if the Developer fails to achieve Completion of Stage 1 by the Stage 1 Date for Completion, the Developer shall pay Liquidated Damages (calculated on a daily basis) to the State for every day after the Stage 1 Date for Completion until Completion of Stage 1.
- (e) Notwithstanding **paragraph (d)**, no Liquidated Damages will be payable by the Developer under **paragraph (d)** if Completion of Stage 1 occurs

by the Stage 1 Cut Off Date (as extended in accordance with **paragraph (b)**).

- (f) If:
  - (i) the Initial Community Houses and or Stage 1 have been fully constructed by the Developer in accordance with this Agreement;
  - (ii) notwithstanding **paragraph (f)(i)** the only matter preventing Completion of the Initial Community Houses or Stage 1 is the issue of an Occupancy Permit, a statement of compliance or satisfaction of any other requirement under the Subdivision Act 1988 (Vic); and
  - (iii) the delay in satisfying the matters in **paragraph (f)(ii)** is caused by the City of Boroondara and is not caused or contributed to by a failure by the Developer to comply with the Building Act 1993 (Vic) or the Subdivision Act 1988 (Vic), then for the purposes of this **clause B14.10** the Initial Community Houses or Stage 1 (as the case may be) will be deemed to be Complete as from the date the Developer has achieved the stage described in **paragraph (f)(i)**.
- (g) The Developer acknowledges and agrees that:
  - (i) the amount of Liquidated Damages:
    - (A) have been agreed by the parties in good faith;
    - (B) are a genuine pre-estimate of the anticipated or actual loss the State (or DHS) will or may suffer if commissioning of the Community Houses does not occur by the Stage 1 Date for Completion;
  - (ii) the Liquidated Damages payable are reasonable and not intended as a penalty.

#### **B14.11 Access to and maintenance of KRS Facilities**

- (a) Subject to **paragraph (b)**, the Developer must ensure that there is continuous access to the KRS Facilities until completion of the Community Facilities in accordance with the Community Houses Specification.
- (b) If the Construction Works may disrupt either the use and enjoyment of the KRS Facilities or continuous access to them to be provided by the Developer under **paragraph (a)**, the Developer must:
  - (i) use reasonable endeavours to minimise that disruption; and
  - (ii) before the disruption occurs, provide to the satisfaction of the State at the Developer's cost equivalent alternative facilities to the KRS Facilities, or alternative continuous access to the KRS Facilities, for the use of KRS Residents so that the KRS Facilities (or their equivalent) and access to them are at all times available to KRS Residents.

- (c) The State must maintain the KRS Facilities until Completion of all Community Houses in accordance with the Community Houses Specifications.

#### **B14.12 Stage 1 and Stage 2 Completion**

The Developer must construct all Dwellings, infrastructure and amenities within Stage 1 by the Stage 1 Date for Completion and Stage 2 by the Stage 2 Date for Completion.

#### **B14.13 Transitional Stage 1 Community Houses**

- (a) As part of the construction of Stage 1 and the Initial Community Houses, the Developer must construct the Transitional Stage 1 Community Houses in accordance with the Design Brief and the Design Documents.
- (b) When the Developer has Completed construction of the Stage 2 Community Houses, the State will hand back to the Developer the Transitional Stage 1 Community Houses which will then be treated as Sale Lots.
- (c) The State is responsible for the operation and maintenance of the Transitional Stage 1 Community Houses while the State is in use and occupation of the Transitional Stage 1 Community Houses.

#### **B14.14 Variation in numbers of Community Houses**

- (a) On or before the Stage 1 Date for Completion the State may by notice in writing to the Developer require the Developer to vary the number of Stage 2 Community Houses but in no case may the State require more than 4 Stage 2 Community Houses and a total of 20 Community Houses in Stage 1 and Stage 2.
- (b) If the State serves a notice in accordance with **paragraph (a)**:
  - (i) no Community House Payment will be payable in respect to any Stage 2 Community House which is not proceeding;
  - (ii) the Developer's obligations to construct the relevant Stage 2 Community Houses will have no application to that Community House which is not proceeding;
  - (iii) the Developer must complete the balance of the Stage 2 Community Houses by the Stage 2 Date for Completion; and
  - (iv) the Lot on which the deleted Community House was to be constructed will be a Sale Lot.

#### **B14.15 Use of Portable Building**

The State will make available to the Developer at no cost to the Developer the use of the portable building on the Site (to the south of unit 24) (**portable building**) for the duration of the Project. The Developer uses the portable building on the basis of its own inspections and acknowledges that no

representations or warranties are provided by the State in relation to the portable building.

## **B15 Community Facilities**

### **B15.1 Hydrotherapy pool**

- (a) Subject to **paragraph (b)** the Developer must ensure that there is continuous access to the hydrotherapy pool at all times during the Construction Works until an alternative hydrotherapy pool is available as part of the Recreation Centre.
- (b) If the Construction Works result in the hydrotherapy pool being unavailable for use prior to completion of the Recreation Centre, the Developer must provide to the satisfaction of the State at the Developer's cost access to equivalent alternative facilities to the hydrotherapy pool so that KRS Residents have access to a hydrotherapy pool at all times.

### **B15.2 Recreation Centre**

- (a) The Developer must construct a Recreation Centre on that part of the Site as noted on the Development Plan or such alternative location as may be agreed with the State. It is agreed that the Recreation Centre may be located in one or a number of buildings including the Heritage Buildings.
- (b) The Recreation Centre must include as a minimum:
  - (i) a hydrotherapy pool;
  - (ii) a 25m lap pool;
  - (iii) an indoor recreation facility, including gymnasium;
  - (iv) consulting rooms for health practitioners including dentist and doctor suites;
  - (v) a kiosk/café;
  - (vi) facilities for community based activities;
  - (vii) a community meeting space/multi-purpose room;
  - (viii) carparking.
- (c) The Developer must consult with the State as part of the design phase of the Recreation Centre and must ensure that the Recreation Centre addresses the specific requirements of KRS Residents as outlined in the RFP. The Developer must obtain the consent of the State Representative to the design of the Recreation Centre which consent will not be unreasonably withheld or delayed.

- (d) The Developer has included an allowance of \$3,300,000 (plus GST) for the construction of the Recreation Centre in its Development Budget. This does not include the allowance of \$3,000,000 for the restoration of the Heritage Buildings which may also be utilised if the Recreation Centre is located wholly or partly in the Heritage Buildings. If the Developer becomes aware that the construction cost of the Recreation Centre will exceed the amount allowed for construction, the Developer must discuss and review the proposed construction costs with the State Representative including discussing any modifications to the facilities or design of the Recreation Centre which can be made to reduce the expected construction cost or the deletion of some of the facilities.
- (e) Notwithstanding **paragraph (d)**, unless the State agrees to a modification to the facilities or design of the Recreation Centre (which the State is under no obligation to do so), the Developer must construct the Recreation Centre in accordance with **paragraphs (a), (b) and (c)**.
- (f) Following construction, the Developer must secure an operator to manage and operate the Recreation Centre as an operational facility on an ongoing basis. The initial operator must be approved by the State.
- (g) Ownership of the land on which the Recreation Centre is constructed will remain with the State and may be transferred by the State to another public authority. The State must either enter into the operating agreement for the Recreation Centre with the initial operator or procure another public authority to do so.
- (h) The Developer may allocate the allowances for the Recreation Centre and the Heritage Buildings as required to reflect the final proposal for the Recreation Centre and the Heritage Buildings.

### **B15.3 Heritage Buildings**

- (a) The Developer must carry out building works as necessary to repair the Heritage Buildings in accordance with the Demolition Permit and any additional buildings required to be retained pursuant to any further Demolition Permit in accordance with **paragraph (d)**.
- (b) The Developer has included an allowance of \$3,000,000 (plus GST) for design, site preparation and building costs associated with the repair of the Heritage Buildings in its Development Budget. This does not include the allowance of \$3,000,000 (plus GST) for the Recreation Centre which may also be utilised if the Recreation Centre is located partly or wholly in the Heritage Buildings. If the Developer becomes aware that the estimated cost for repair of the Heritage Buildings will exceed the amount allowed, the Developer must discuss and review the proposed repair works and the estimated costs with the State Representative.
- (c) Notwithstanding **paragraph (b)**, unless the State agrees to a modification of the proposed repair works, the Developer must repair the Heritage Buildings in accordance with the Demolition Permit.
- (d) If:

- (i) the Developer is required to obtain a further Demolition Permit in consequence of changes to the Development Plan to which the initial Demolition Permit related; and
- (ii) that further Demolition Permit requires one or more additional buildings to be retained in addition to the Heritage Buildings,

the Developer must advise the State in writing of the Loss incurred by the Developer as a consequence of the retention of any additional Heritage Buildings. In that event:

- (iii) the Guaranteed Land Payment will be adjusted pro rata to reflect the reduction in the number of Lots arising as a consequence; and
- (iv) the State must pay Compensation to the Developer for any Loss incurred by the Developer as a consequence.

## **B16 Sub-Contracting**

- (a) The Developer may sub-contract the performance of the Construction Works.
- (b) The Developer is not relieved of any of its liabilities or obligations under this Agreement as a result of any sub-contracting of the Construction Works and the Developer is at all times responsible for the performance of all project contractors to whom any part of the Construction Works have been sub-contracted.
- (c) The State has no liability to any sub-contractor arising from the sub-contract between the Developer and the sub-contractor.

## **B17 Inspection and Testing**

- (a) The State's Representative, or his or her delegate may at the State's cost:
  - (i) inspect the Public Land Works at all reasonable times on 48 hours notice;
  - (ii) inspect and test the materials used in the construction of the Public Land Works; and
  - (iii) reject any material or workmanship not conforming to the Design Documents, the Design Brief, the good trade practices of the respective trades, relevant regulations or local Laws.
- (b) If the State's Representative considers that the Public Land Works do not comply with this Agreement and that the non-compliance justifies suspension of the whole or part of the Public Land Works, the State's Representative may:

- (i) issue a notice in writing directing the Developer to suspend the progress of the whole or part of the Public Land Works for such time as the State's Representative considers fit; or
- (ii) direct the Developer to immediately rectify any aspect of the Public Land Works which do not comply with this Agreement.
- (c) Any notice issued by the State Representative under **clause B17(b)** must give reasonable details of any non-compliance of the Public Land Works with this Agreement.
- (d) The State shall ensure that in exercising its rights under this **clause B17**, the State's Representative acts fairly and reasonably.
- (e) Nothing in this **clause B17** shall in any way lessen or affect the duties and obligations of the Developer under this Agreement.

## **B18 Compliance with Laws**

In the design and construction of the Project, the Developer must comply with the requirements of all Laws, Approvals, Authorisations and agreements relevant to the design and construction of the Project.

## **B19 Developer's occupational health and safety obligations**

### **B19.1 Statutory Requirements and Codes of Practice**

The Developer shall comply with the Occupational Health and Safety Act 1985 and any other relevant statutory requirements dealing with occupational health and safety.

### **B19.2 Occupational Health and Safety Policy**

- (a) The Developer shall:
  - (i) develop and maintain a specific and current occupational health and safety policy showing the Developer's commitment to occupational health and safety and allocating responsibilities for the management and facilitation of health and safety on the Site. The occupational health and safety policy must explicitly recognise that the Site will be occupied by KRS Residents and other private occupiers during the Construction Works and include appropriate provisions to ensure the ongoing protection of KRS Residents and other private occupiers on Site;
  - (ii) regularly monitor and update its occupational health and safety policy;
  - (iii) take all appropriate steps to ensure that there is a high level of awareness of the Developer's occupational health and safety policy among all of the Developer's employees and subcontractors at the Site; and



- (iv) take all appropriate steps to ensure that there is a high level of awareness of any occupational health and safety policy of the Developer among the Developer's employees and subcontractors.
- (b) At any time during the Project Term, the State may conduct an audit of the occupational health and safety policy and compliance with that policy. The Developer must cooperate so as to facilitate any audit undertaken.

### **B19.3 Site Safety Induction Program**

The Developer shall:

- (a) establish and maintain a site safety induction program. That induction program must be undertaken by all of the Developer's employees and subcontractors prior to carrying out work at the Site;
- (b) provide documentary evidence to the State as requested by the State of the induction and training of the Developer's employees and any subcontractors and their employees, including the content of the induction program;
- (c) take all appropriate steps to ensure that there is a high level of awareness of the site safety induction among all of the Developer's employees and subcontractors at the Site; and
- (d) ensure that each new employee and subcontractor commencing at the site during the Development undertakes the site safety induction program.

### **B19.4 Health and Safety Procedures**

The Developer shall or must procure an agent or contractor on behalf of the Developer to:

- (a) implement and maintain work procedures and systems to ensure safe systems of work on the Site, including the provision of an occupational health and safety manual and method of work statements;
- (b) undertake an auditing process of the workplace on a regular basis to ensure that safe systems of work are maintained on the Site;
- (c) implement and maintain a process of identifying actual or potential hazardous or unsafe or unhealthy conditions at the Site, assessing associated risks and identifying and implementing appropriate risk control and prevention measures;
- (d) implement and maintain an appropriate incident investigation process and designate responsibility for investigation to persons with appropriate skills;
- (e) implement and maintain a system to manage occupational health and safety risks with respect to employees and sub-contractors and other persons who may attend the Site; and

- (f) implement an emergency response procedure for responding to occupational health and safety incidents at the Site.

## **B20 Security of Payment Act**

### **B20.1 Application of the Security of Payment Act**

This clause will apply if the Building and Construction Industry Security of Payment Act 2002 (Vic) (**Security of Payment Act**) applies.

### **B20.2 Service of Notices under the Security of Payment Act**

The Developer shall:

- (a) ensure that a copy of any written communication it delivers or arranges to deliver to the State of whatever nature in relation to the Security of Payment Act (including, without limitation, a payment claim under the Security of Payment Act), is provided to the State's Representative at the same time;
- (b) when the Developer becomes aware that a contractor or subcontractor is entitled to suspend work pursuant to the Security of Payment Act, promptly and without delay give the State's Representative a copy of any written communication of whatever nature in relation to the Security of Payment Act which the Developer receives from a contractor or subcontractor.

### **B20.3 The Role of the State's Representative under the Security of Payment Act**

In receiving payment claims or issuing payment schedules pursuant to the Security of Payment Act, the State's Representative acts as the representative of the State.

### **B20.4 Payment Claim**

- (a) A payment claim for the purpose of the Security of Payment Act is a valid claim for payment pursuant to **clause D1.1**.
- (b) The date prescribed in **clause D1.1** as the time for payment claims is, for the purpose of the Security of Payment Act, the "reference date".

### **B20.5 Payment Schedule**

- (a) The amount (if any) prescribed by this Agreement as the amount of payment which the State proposes to make to the Developer is, for the purposes of sections 9, 10, 11 and 12 of the Security of Payment Act, the amount of the "progress payment" (as defined in the Security of Payment Act) calculated in accordance with this Agreement which the Developer is entitled to be paid under this Agreement.
- (b) Failure by the State's Representative to set out in a payment schedule an amount which the State is entitled to retain, deduct, withhold or set-off (whether under this Agreement or otherwise) from the amount which would otherwise be payable to the Developer by the State will not

prejudice the State's right to subsequently exercise that right to retain, deduct, withhold or set-off any amount.

**B20.6 Nominating authority for adjudication application**

Upon an adjudication application under the Security of Payment Act, the authorised nominating authority for the purpose of the Security of Payment Act shall be a person authorised by the Building Commission under section 42 of the Security of Payment Act to nominate persons to determine adjudication applications.

**B20.7 Conduct of Adjudication**

In dealing with any adjudication application made by the Developer under the Security of Payment Act, the adjudicator shall:

- (a) have no power to open up, review or revise any certificate issued under this Agreement by the State's Representative;
- (b) at all times act impartially between the parties, in accordance with the Law; and
- (c) include in the determination the reasons for the determination and the basis on which any amount or date has been decided.

**B20.8 Security to be provided under the Security of Payment Act**

If the adjudicator determines an adjudication application made by the Developer under the Security of Payment Act by determining that the State must pay any amount to the Developer:

- (a) the State may give security for payment of that amount pending the final determination of matters in dispute between the State and the Developer in the adjudication;
- (b) the security shall be in the form described in section 25(4) of the Security of Payment Act; and
- (c) the security shall, pending the final determination of matters in dispute, be in lieu of payment and in full satisfaction of any liability for that amount under this Agreement.

**B20.9 Suspension of Works under the Security of Payment Act**

If the Developer suspends the whole or part of the work under this Agreement pursuant to the Security of Payment Act:

- (a) the suspension shall not of itself affect the Stage 1 Date for Completion, the Stage 2 Date for Completion or the End Date;
- (b) the State shall not be liable for any costs, expenses, damages, losses or other liability including delay or disruption costs whatsoever suffered or incurred by the Developer as a result of the suspension; and

- (c) the State's Representative may direct the Developer to omit the whole or part of the suspended work and thereafter the State may engage others to carry out the suspended work.

#### **B20.10 Contractor Suspension**

If the State becomes aware that a contractor or subcontractor is entitled to suspend work pursuant to the Security of Payment Act, the State may (in its absolute discretion) pay the contractor or subcontractor money that is or may be owing to the contractor or subcontractor in respect of that work, and any amount paid by the State shall be a debt due from the Developer to the State.

#### **B20.11 Indemnity**

The Developer shall indemnify the State against all damage, expense (including legal costs), Loss (including consequential and economic loss) or liability of any nature suffered or incurred by the State arising out of:

- (a) a suspension pursuant to the Security of Payment Act by a contractor or subcontractor of work which forms part of the Construction Work; or
- (b) a failure by the Developer to comply with **clause B20.2**.

## Part C – Subdivision, Sales and Marketing

### C1 Subdivision

#### C1.1 Development in Stages

The State and the Developer acknowledge and agree that the Site is to be subdivided and construction of the Project is to be undertaken in Stages in accordance with the Development Plan and generally in accordance with the Construction Works Program.

#### C1.2 State to procure Crown Grant

The State must procure the issue of a Crown Grant for the Site to the Secretary to the Department of Infrastructure as soon as practicable after the Operative Date and the State must hold that Crown Grant until it is required to be made available at the LTO to enable registration of a Plan of Subdivision.

#### C1.3 Release of Stages

- (a) The Developer shall notify the State when it intends to commence Construction Works within any Stage and shall submit to the State's Representative for information purposes (the **Information Documents**):
  - (i) a landscape concept plan, showing the location of all planting and paving;
  - (ii) elevations of all Dwellings in the Stage, indicating external materials, finishes and colours;
  - (iii) perspective views to illustrate the form of the Stage; and
  - (iv) the budget for that Stage prepared in accordance with **clause D2.4**,

unless those documents have already been provided to the State.

- (b) The Information Documents must be consistent with the Development Plan, except to the extent that the State has agreed to amend the Development Plan.

#### C1.4 Amendments to Development Plan

- (a) The Developer may request an alteration to the Development Plan (including any change in approved uses and/or construction mix from that noted on the Development Plan) by notice in writing to the State's Representative.

- (b) The State will not unreasonably withhold its consent to any change proposed to the Development Plan requested by the Developer where:
  - (i) the change can be effected without an extension of time to the End Date or the change will require an extension of time to the End Date, but **clause C1.4(b)(iii)** applies;
  - (ii) the change will not adversely affect the Project or derogate from the Objectives;
  - (iii) the State is satisfied having regard to the prevailing economic and market conditions it is in the best commercial interest of both the Developer and the State to do so;
  - (iv) the Developer provides to the State reasonably satisfactory evidence that:
    - (A) a Market Condition Change has occurred including sufficient details of the Market Condition Change; and
    - (B) a change to the Development Plan is a satisfactory response to the Market Condition Change.
- (c) The State and the Developer acknowledge and agree that the Stage 2 plan in **schedule 6** is indicative only and subject to change as part of the final design for Stage 2. The final form of the Stage 2 plan must be agreed between the State and the Developer as soon as practicable so as to allow the Construction Works Program for Stage 2 to be met. The location of the Stage 2 Community Houses in Stage 2 is subject to the approval of the State. When agreed, the agreed form of the Stage 2 plan will be signed by the Developer and the State and be incorporated in and form part of **schedule 6**.

#### **C1.5 Plan of Subdivision**

The Developer must prepare or procure preparation of a Plan of Subdivision for each Stage and deliver four copies to the State for the written approval of the State prior to submission to the Planning Authority for certification.

#### **C1.6 Nature of Plan of Subdivision**

Each Plan of Subdivision for a Stage to be prepared under **clause C1.5** must:

- (a) be consistent with the Development Plan, except to the extent that the State has agreed to amend the Development Plan; and
- (b) by way of a marked up plan specify, which parts of the Stage are intended to be:
  - (i) Community House Lots;
  - (ii) Sale Lots;
  - (iii) Vacant Land; and

- (iv) Public Purpose Lots, in which event the Developer must also generally identify the Relevant Authority to which each Public Purpose Lot may be transferred or reserved.

### **C1.7 Decision by State**

Within 10 Business Days after receipt of a Plan of Subdivision prepared and delivered in accordance with **clauses C1.5 and C1.6**, the State (acting reasonably) must either:

- (a) approve the Plan of Subdivision; or
- (b) dispute any aspect of the Plan of Subdivision (to the extent the Plan of Subdivision does not comply with **clause C1.6** or **clause C4.1**, if applicable) by notice in writing to the Developer (which notice must specify the details of the dispute),

and if the State:

- (c) approves the Plan of Subdivision, then **clause C1.10** applies;
- (d) disputes any aspect of the Plan of Subdivision, then if the dispute cannot be resolved by the parties, acting reasonably, within 5 Business Days after the date on which the Developer receives the notice, the dispute will be determined in accordance with **clause A25**; or
- (e) fails to give a notice within 10 Business Days, the State will be deemed to have approved the Plan of Subdivision and **clause C1.10** applies.

### **C1.8 Alterations to Plan of Subdivision**

- (a) The Developer may by written notice request the State to agree to an alteration to any Plan of Subdivision approved under **clause C1.7**, in which event **clauses C1.5, C1.6 and C1.7** apply, the necessary changes being made.
- (b) Regardless of anything in **clause C1.7** to the contrary, the State must:
  - (i) approve an alteration to any approved Plan of Subdivision where the alteration is a Requirement of the Planning Authority or the LTO, or reflects on alteration to the Development Plan in accordance with **clause C1.4**; and
  - (ii) not unreasonably withhold its approval to any other alteration to any approved Plan of Subdivision requested by the Developer.

### **C1.9 State to sign applications**

After each Plan of Subdivision has been approved in accordance with **clause C1.7**, the State must promptly at the request of the Developer:

- (a) sign all applications and consents; and
- (b) do all other things reasonably necessary, to enable the Plan of Subdivision to be certified by the Planning Authority.

### **C1.10 Developer to carry out Subdivisional Works**

After each Plan of Subdivision has been approved in accordance with **clause C1.7** and certified by the Planning Authority the Developer must construct the roads and Utilities and comply with all Laws and satisfy all proper Requirements of the Planning Authority with respect to the land in that Plan of Subdivision.

### **C1.11 State to make titles available**

At any time after a Plan of Subdivision for a Stage has been approved in accordance with **clause C1.7** and certified by the Planning Authority, the State must promptly at the request of the Developer:

- (a) sign an application for registration of the Plan of Subdivision in the form required by the LTO;
- (b) make the Crown Grant or certificate of title for the land in the Plan of Subdivision available at the LTO; and
- (c) do all other things reasonably necessary to enable registration of the Plan of Subdivision at the LTO.

### **C1.12 Certification**

- (a) The Developer must comply with the requirements of the Subdivision Act 1988 (Vic) in relation to each Plan of Subdivision including satisfying any requirements for variations or to supply further information requested in accordance with the Subdivision Act 1988 (Vic) in a timely manner.
- (b) The Developer must keep the State fully informed of the status of the certification process for each Plan of Subdivision relating to Stage 1 and Stage 2 including all actions being taken by the Developer to facilitate the timely certification of those Plans of Subdivision so as to enable the Developer to comply with its obligations under this Agreement.

## **C2 Body Corporate**

### **C2.1 Creation of Body Corporate**

Where a Plan of Subdivision which the State has approved under **clause C1.7** incorporates a Body Corporate, then on registration of that Plan of Subdivision, the State must as registered proprietor of the Lots procure:

- (a) the convening of an extraordinary meeting of the Body Corporate;
- (b) the passing of a special resolution at that extraordinary meeting to create the Body Corporate Rules;
- (c) the passing of any other resolutions required by Law; and
- (d) the execution and registration of all necessary forms and documents required for the purpose of registering the Body Corporate Rules at the LTO.



## **C2.2 Alterations to Body Corporate Rules**

The State must make such alterations to the Body Corporate Rules proposed by the Developer for a Plan of Subdivision as may be necessary to have them approved by the LTO or are otherwise necessary or desirable for the proper functioning of the Body Corporate or the Project generally.

## **C2.3 Role of State**

- (a) Subject to **clause C2.3(b)**, on and from the date of registration of a Plan of Subdivision including a Body Corporate, the State, as the sole member of the Body Corporate, must on the written request of the Developer procure the Body Corporate to enter into any agreements required for the Project or under the Lot Sale Contracts for the Stage with any person or group and on terms which the Developer, acting reasonably, considers appropriate.
- (b) Each agreement entered into under **clause C2.3(a)**:
  - (i) must, unless in a form required under the Lot Sale Contracts for the Stage, be in a form and content acceptable to the State, acting reasonably;
  - (ii) must be consistent with the Planning Consents, all Authorisations and this Agreement;
  - (iii) may confer or impose on the Body Corporate and its members (individually or collectively) Rights (subject to conditions) and Obligations in respect of the Project and the Utilities and facilities of the Project; and
  - (iv) may be separately documented or embodied in the Plan of Subdivision for the Stage or the Body Corporate Rules.
- (c) The State will remain the proprietor of all Lots which are not the subject of a Dealing for up to 24 months (or such longer period as may be agreed by the State) after registration of a Plan of Subdivision including a Body Corporate on the following conditions:
  - (i) the Developer will pay any Body Corporate charges or levies (including water and any other Utility charges for the Body Corporate or the relevant Lots) while the State remains proprietor;
  - (ii) the State will pay any Rates and Taxes while the State remains proprietor and shall indemnify the Developer accordingly;
  - (iii) if the State serves a notice on the Developer requiring any Lots which are not subject to a Dealing to be transferred to the Developer within 24 months following registration of the Plan of Subdivision (or such later period as the State may agree) the State and the Developer (or its nominee) must enter into a contract of sale for those Lots in or substantially in the form specified in **schedule 14**:

- (A) with a price equal to the aggregate of the Guaranteed Land Payments for the relevant Lots plus any GST payable by the State in respect to the Sale of the relevant Lots (subject to **sub-paragraph (iv)**, on the basis that the relevant Lots are sold subject to the margin scheme); and
- (B) with a 10% deposit payable on exchange and the balance payable in 60 days,
- (iv) Notwithstanding **sub-paragraph (iii)**, the Developer may elect by notice in writing not to use the margin scheme for the purposes of calculating GST.
- (d) If the State and the Developer enter into a contract for any Lot pursuant to **paragraph (c)(iii)**, any subsequent sale of that Lot by the Developer will not constitute Project Revenue.

### C3 Public Purposes Lots

#### C3.1 Transfer or vest in Relevant Authority

The State must procure that each Public Purpose Lot is reserved for, transferred to or vested in the appropriate Relevant Authority for no monetary consideration as soon as practicable after registration or approval of the relevant Plan of Subdivision which created the Public Purpose Lot.

#### C3.2 State to retain Ownership

If any Public Purpose Lot cannot be reserved for, transferred to or vested in the appropriate Relevant Authority, the State must retain or take ownership of the Public Purpose Lot and must, at its cost, maintain it to a level not less than the level of maintenance that would be expected from the appropriate Relevant Authority.

### C4 Vacant Land

#### C4.1 Procedures for Vacant Land

- (a) If any Plan of Subdivision submitted to the State for approval under **clause C1.5** includes any Sale Lot that is Vacant Land, the Developer must specify which parts of the Stage are to be sold as Vacant Land, in accordance with **clause C1.6**. ~~Evidence to State~~
- (d) Where a Plan of Subdivision submitted to the State for approval under **clause C1.5** includes any Sale Lot that is Vacant Land, in addition to complying with the requirements of **clauses C1.6** and **paragraph (a)**, the Developer must provide evidence to the reasonable satisfaction of the State that, a Dealing with respect to that Vacant Land is the most effective and appropriate method of disposing of that Vacant Land having regard to the prevailing economic and market conditions and is in the best commercial interests of both the Developer and the State.



## **C5 Retention and release of Lot titles**

### **C5.1 Retention by State**

The Developer irrevocably requests, authorises and directs the State to take delivery of and hold each certificate of title to be issued by LTO following registration of each Plan of Subdivision of a Stage until the first to occur of:

- (a) Settlement of a Dealing with that certificate of title in accordance with this Agreement and payment to the State of the Guaranteed Land Payment for that Lot;
- (b) the Developer delivering up to the State a Bank Guarantee (or other security acceptable to the State) for the State's Guaranteed Land Payment in respect of that certificate of title; and
- (c) the termination of this Agreement.

### **C5.2 Release of Lot titles**

- (a) Where **clause C5.1(a)** applies, the State must deliver or procure delivery of the certificate of title to or at the direction of the Developer at Settlement of the relevant Dealing in accordance with the Sale Procedures.
- (b) Where **clause C5.1(b)** applies, the State must deliver each certificate of title to or at the direction of the Developer.
- (c) Where **clause C5.1(c)** applies the State must Settle any Dealing which is entered into by the Developer in accordance with this Agreement on the date on which the Dealing is to Settle.

### **C5.3 Public Purpose Lots in name of Relevant Authority**

Where a certificate of title in respect of a Public Purpose Lot is issued in the name of a Relevant Authority, then the State may release the certificate of title relating to the relevant Public Purpose Lot to that Relevant Authority on such terms as it thinks fit, acting reasonably.

## **C6 Dealings by Developer**

### **C6.1 Developer not to sell undeveloped land**

Except with the prior written consent of the State, or in accordance with **clause C4** or any other provision of this Agreement, the Developer must not enter into any Dealing in respect of any Lot or any other part of the Site unless it is a Dealing in respect of:

- (a) a Lot and improvements constructed on the Lot; or
- (b) a Lot and improvements to be constructed under a binding contract between the Developer and the End Purchaser.

## **C6.2 Leasing of unsold Lots**

The Developer may lease any Lot owned by the State prior to Sale provided that:

- (a) the Developer may not grant a lease greater than 12 months in respect to any Lot without the prior written consent of the State;
- (b) the Developer may not grant a lease of any Vacant Land without the prior written consent of the State.

Any revenue derived from the letting will comprise Project Revenue.

## **C7 Sales and Marketing policy**

### **C7.1 Marketing and Sale Period**

The Developer must Market the Lots in accordance with the Sales Procedures and the Policy approved by the State under **clause C10.2** during the Marketing and Sale Period.

### **C7.2 State's Approval**

The Developer must prepare and submit to the State for its approval any Marketing material which applies to the Marketing and Sale of the Sale Lots and which refers to the Community Houses or the KRS Residents. No advertising material referring to the Community Houses or the KRS Residents may be published or disseminated by the Developer without the prior written approval of the State which may be granted or withheld in the State's absolute discretion.

### **C7.3 Co-ordination of Marketing and Selling agents**

- (a) The State must promptly, at the request of the Developer, sign such forms of agency agreement or selling authority as may be reasonably required by any selling agents selected by the Developer for the Marketing and Sale of Lots.
- (b) The Developer must supervise and co-ordinate the activities of any selling agents from time to time appointed in respect of the Project until the expiration of the Marketing and Sale Period.

### **C7.4 Developer to ensure compliance**

Without limiting **clause C7.3(a)**, the Developer must ensure that any selling agents comply with all relevant Legislative Requirements and those provisions of this Agreement which are applicable to the Marketing and Sale of Lots.

## **C8 Execution of Sale Documents**

### **C8.1 Appointment as agent**

- (a) Within 10 Business Days after the Operative Date, the State must appoint the Developer as the agent of the State for the purposes of

execution of Lot Sale Contracts, Lot Vendor's Statements and any lease pursuant to **clause C6.2**.

- (b) For the purposes of **clause C8.1(a)**, the State will provide a delegation under the Project Development Construction and Management Act, authorising two nominees of the Developer to execute Lot Sale Contracts, Lot Vendor's Statements and leases as agent for and on behalf of the State for the purposes of this Agreement.
- (c) The Developer accepts the appointment described in **clause C8.1(a)** and agrees to observe and perform all of its Obligations under this **clause C8** according to their terms.

#### **C8.2 Developer to Market**

During the Sales and Marketing Period, the Developer may agree to Dealings with Sale Lots and, in so doing, the Developer must comply with the Sale Procedures.

#### **C8.3 State's Obligations**

During the Sales and Marketing Period, the State must and must procure the State's solicitors to comply with the Sale Procedures.

### **C9 Acknowledgements and Indemnity**

#### **C9.1 Compliance with Laws**

In Marketing the Lots, the Developer must at all times comply with all relevant Legislative Requirements and those provisions of this Agreement which are applicable to the Sale of Lots.

#### **C9.2 Acknowledgement by State**

The State acknowledges and agrees that, despite anything in **clauses C7, C8** and **C9**, the Developer is not and will not at any time during the Sales and Marketing Period be required to be the State's selling agent.

#### **C9.3 Indemnity**

In consideration of the State authorising the Developer to do all those things that the Developer may do under or pursuant to this **Part C** and the Sale Procedures, the Developer must as a part of Project Expenditure keep the State indemnified against any Loss suffered or incurred by the State as a direct or indirect result or consequence of:

- (a) any inaccuracy in or omission from a Vendor's Statement in respect of a Lot;
- (b) the Sale, design or construction of any Lot and all improvements or any Lot;
- (c) any Dealing with the Site or any part of the Site;
- (d) the enforcement of or failure to enforce any Dealing relating to a Lot; and

- (e) any Claim brought or made by any person against the State in respect of or arising from the Sale or prospective Sale or Lease of any Lot including any Claim for rectification of title or based on or claiming misdescription of any Lot,

but this indemnity will not extend to any loss, damage, cost or expense suffered or incurred by the State as a direct result or consequence of the State requiring the Developer to do or not do anything in respect of the Sale or lease of a Lot.

## **C10 Rates and Taxes**

### **C10.1 State to pay**

The State must pay or reimburse the Developer for all Rates and Taxes (if any) assessed against the Site during the period:

- (a) commencing on the Operative Date; and
- (b) ending, in respect of any part of the Site, on the date on which title to that part of the Site is transferred or granted to:
  - (i) the Developer; or
  - (ii) any other person at the request of the Developer, including an End Purchaser.

### **C10.2 Developer to provide details**

The Developer must provide reasonable details (including copies of all assessments) in relation to any Claim made against the State under **clause C10.1**.

### **C10.3 Minimise costs**

The Developer, acting reasonably, must minimise the amount of Rates and Taxes payable from time to time by the State under **clause C10.1**.

## **C11 Duty**

### **C11.1 Transfer Duty**

The parties acknowledge and agree that:

- (a) no Transfer Duty is payable on the Crown Grant to be issued to the State under **clause C1.2**;
- (b) Transfer Duty is payable:
  - (i) by the Developer in respect of the transfer of a certificate of title by the State to the Developer; and
  - (ii) by the transferee in respect of the transfer of a certificate of title by the State to any other person; and

- (c) in this clause, "**Transfer Duty**" means the duty and other fees and charges payable from time to time in respect of a transfer of Victorian land and improvements under the Duties Act 2000 (Vic).

## **C12 Community Houses Lots**

### **C12.1 State to hold title**

Subject to **clause B14.13**, each certificate of title relating to a Community House Lot is to be issued to and held by the State absolutely.

### **C12.2 Transfer of Community Houses**

If at any time during the Project Term the State determines that it no longer wishes to occupy a Community House, the following provisions will apply:

- (a) the relevant Community House will be treated as a Sale Lot for the purposes of this Agreement; and
- (b) the proceeds from the sale of the relevant Community House will be distributed in accordance with **Part D** and **schedule 12**.

## **C13 No Caveat**

- (a) The Developer must not permit any End Purchaser or the financier of any End Purchaser to lodge any caveat over any part of the Site, before that part of the Site becomes a Lot on a registered Plan of Subdivision.
- (b) The Developer must not lodge (and must not permit its financier to lodge) a caveat over any part of the Site, except where the grounds of claim relate to an exchanged contract of sale entered into between the parties under **clause C2.3** or **D4.2**.

## Part D – Financial and commercial arrangements

### D1 Payments

#### D1.1 Community Houses Payment

The State must pay the Community Houses Payment to the Developer at the times and in the manner set out in **schedule 12**.

#### D1.2 Land Payments

- (a) The State may retain the Guaranteed Land Payment and any GST payable on a Lot Sale Contract from the proceeds of settlement of each Lot Sale Contract and must pay the balance of the proceeds of each Lot Sale Contract to the Developer in payment for performance by the Developer of its obligations under this Agreement.
- (b) The Developer must pay to the State the Revenue Share Land Payment at the times and in the manner set out in **schedule 12**.

#### D1.3 Priority of Payments

The priority of payments from the proceeds of the Sale of each Lot to the State and the Developer will be as follows:

- (a) first, to the State for the Guaranteed Land Payment and GST;
- (b) second, to the Developer or its financier at the Developer's direction, until such time as the State is entitled to a Revenue Share Land Payment; and
- (c) third, to the State and the Developer *pari passu* for the Revenue Share Land Payment and the Developer's share of the surplus profit above the Developer's Base Margin.

### D2 Financial Model

#### D2.1 Purpose of Financial Model

- (a) The Financial Model sets out the expected expenditure and returns in respect of the Project and forms the basis on which the State and the Developer have estimated the expected Revenue Share Land Payment to be received by the State.
- (b) The Developer must provide the State with an electronic version of the Financial Model on the Operative Date.

#### D2.2 Updated Financial Model

- (a) The Developer must provide the State with an updated Financial Model at the expiration of each 12 month period following the Operative Date



and following the approval of a Stage budget or implementation of any Developer's Modification. The updated Financial Model must include all changes to the Financial Model arising in the previous 12 month period, arising either as a consequence of:

- (i) any increase or decrease in Project Expenditure or Project Revenue from that anticipated in the Financial Model; or
  - (ii) arising in consequence of any Developer's Modification , State Modification or Stage budget.
- (b) The updated Financial Model must indicate:
- (i) Any amended Guaranteed Land Payment;
  - (ii) Any changes to the number of Lots or changes in the construction mix of Lots; and
  - (iii) Any other substantive changes to the Financial Model.

### **D2.3 Material Changes**

If a change occurs in any category of expenditure or revenue in the Financial Model which is or may result in a material decrease in the Revenue Share Land Payment, the Developer must include this in the next Monthly Report following the Developer becoming aware of that occurrence.

### **D2.4 Stage Budgets**

- (a) The Developer must prepare a budget for each individual Stage based on the expected expenditure and revenue contained in the Development Budget and Financial Model as applicable to that Stage, and provide a copy of that budget for the approval of the State prior to commencing any work in relation to a Stage.
- (b) Each Stage budget must contain details regarding the estimated expenditure for that Stage in respect to design costs and marketing costs.
- (c) If the Stage budget differs from the estimated Project Expenditure and Project Revenue contained in the Financial Model, the Developer must provide the State with reasons for the difference and advise the State of any expected impact on the forecast Revenue Share Land Payment to the State.
- (d) The State may only withhold approval to a Stage budget if:
  - (i) the Stage budget does not reflect the Financial Model; and
  - (ii) the implementation of the Stage budget will result in:
    - (A) the Objectives not being met; or

- (B) a Revenue Share Land Payment not being payable when it otherwise would be or the Revenue Share Land Payment being reduced from that forecast in the Financial Model other than as a result of a Market Condition Change.
- (e) As soon as the Developer becomes aware that the actual Project Expenditure incurred in respect to a Stage will or is likely to:
  - (i) exceed the total budgeted expenditure by more than 3%; or
  - (ii) exceed the estimated costs allocated for any individual item of Project Expenditure including design costs or marketing costs by more than 10%,
 the Developer must notify the State in writing providing details as to:
  - (A) the amount of the increased expenditure;
  - (B) the items to which the increased expenditure relates;
  - (C) reasons for the increase in expenditure and whether the increase in expenditure will be set off by a corresponding increase in Project Revenue;
  - (D) whether the increase will result in an increase in expenditure under the Development Budget or require an alteration to the Financial Model; and
  - (E) whether the increase will reduce the forecast Revenue Share Land Payment.
- (f) If the notice under **paragraph (e)** indicates an expected reduction in the forecast Revenue Share Land Payment the State and the Developer must discuss whether having regard to the prevailing economic and market conditions it is in the commercial interest of both the Developer and the State to incur the increased Project Expenditure.
- (g) The Developer must update each Stage budget on a quarterly basis to reflect actual expenditure and revenue for the Stage. The Developer must provide a copy of the updated budget to the State.

## **D2.5 Project Expenditure**

- (a) All Project Expenditure will be recorded by the Developer on a fully auditable and open book basis including the provision of detailed invoices showing all direct costs and the calculation of margin on these costs.
- (b) The Developer must not incur any Project Expenditure greater than the amounts specified in **clause D2.4(e)** without the prior written consent of the State which consent will not be unreasonably withheld or delayed where the Developer demonstrates that the cost to be incurred is necessary for the Project and represents an appropriate market rate for the expenditure being incurred. The State will only withhold approval to

any increase in budgeted Project Expenditure if it is not satisfied (acting reasonably) that it is in the commercial interest of the parties to do so.

- (c) If the Developer incurs Project Expenditure greater than the amounts specified in **clause D2.4(e)** without the prior consent of the State, the State may by notice (acting reasonably) exclude the application of the Developer's Base Margin to that excess expenditure.

## **D3 Audit**

### **D3.1 Independent Audit**

- (a) Within 90 Business Days after each financial year during the Project Term, the Developer must cause:
  - (i) the books of account of the Developer for the Project to be audited; and
  - (ii) the amount of any Revenue Share Land Payment payable to the State under this Agreement to be calculated, audited and confirmed,

for each financial year by a firm of chartered accountants to be appointed jointly by the Developer and the State (any dispute to that appointment is to be determined in accordance with **clause A25**).

- (b) The Developer must provide a copy of each audit under **clause D3.1(a)** to the State, as soon as practicable.
- (c) The State:
  - (i) acknowledges that the costs incurred by the Developer under **paragraph (a)** may form part of the Project Expenditure;
  - (ii) accepts that the Revenue Share Land Payments payable to the State under **Part D** may reduce in consequence of **sub-paragraph (i)**; and
  - (iii) accepts the risk described in **sub-paragraph (ii)**.

### **D3.2 Provide Information**

Within a reasonable time after receipt of a reasonable request in writing from the State, the Developer must provide to the State all information relating to the Project, including:

- (a) records;
- (b) accounts;
- (c) details of costs;
- (d) details of the proceeds of Sales of Lots; and
- (e) details of the distribution of proceeds from the Sales of Lots.

### **D3.3 Review by State**

- (a) At any time up to 6 months after the end of the Project Term, the State Representative may give notice to the Developer requiring independent audit of the Financial Model or the books of account of the Developer in order to verify their accuracy, correctness and completeness.
- (b) If the State Representative serves a notice under this **clause D3.3**:
  - (i) the State Representative will appoint, and notify the Developer of, an appropriately trained and qualified person to carry out and complete the audit (**Financial Auditor**), at the State's cost and expense, on terms and conditions of appointment determined by the State Representative; and
  - (ii) the Developer must within a reasonable period, make its financial statements, accounts and all source information, documentation and data required for the preparation of such annual financial statements or Financial Model, available for the Financial Auditor.
- (c) Upon request by the Financial Auditor, the Developer must make available to the Financial Auditor, an appropriately trained and qualified member of the Developer's staff to extract any relevant information for the Developer's accounting system for the purposes of the audit.
- (d) If the written report of the Financial Auditor (**Financial Auditor's Report**) specifies that any annual financial accounts, or the Financial Model, or any part of them is materially inaccurate, incomplete or incorrect, then:
  - (i) the Developer must:
    - (A) fix the inaccuracy, incorrectness or incompleteness in the affected accounts or data and reissue the affected accounts or data to the State Representative; and
    - (B) as applicable, promptly take steps to remedy the inaccuracy, incorrectness or incompleteness in its monitoring, measuring and reporting systems;
  - (ii) if the inaccuracy, incorrectness or incompleteness has affected the amount of any Revenue Share Land Payment that has been paid to the State, the State Representative will determine, and notify the Developer of, the amount of the appropriate adjustment to the affected amounts and that amount will be a debt due and payable from the Developer to the State; and
  - (iii) the Developer will reimburse the State the costs of the Financial Auditor in carrying out the audit pursuant to this **clause D3.3**.
- (e) If a Financial Audit Report discloses any:
  - (i) fraud; or
  - (ii) false, misleading or negligent reporting or selective measurement,

in respect of any annual financial statements or Financial Model, such event is a Default Event for the purposes of this Agreement.

## **D4 Sunset Provisions**

### **D4.1 Expiration of Project Term**

- (a) If at the End Date (as extended in accordance with **clause A5.3**) the Project has not reached the stage described in **clause A5.1(a)** and the Developer is not entitled to extend the Project Term in accordance with **clause A5.3** or complete the Stage in accordance with **clause D4.3**, the State must, by notice in writing to the Developer, offer to Sell to the Developer or a nominee of the Developer ("**Offer Notice**") all of the Lots which are not then the subject of a Dealing and the Lots to which **clause D4.3** applies ("**Available Lots**").
- (b) If the State fails to give a notice in accordance with **paragraph (a)** within 20 Business Days after the End Date, the Developer may give the State 20 Business Days notice in writing inviting the State to give a notice in accordance with **paragraph (a)** and if the State still fails to give a notice the State will be deemed to have given a notice under **paragraph (a)** offering to Sell the Available Lots.
- (c) The Developer must accept or reject the Offer Notice within 10 Business Days.
- (d) If the Developer accepts the Offer Notice, the State and the Developer must enter into a contract of sale for the Available Lots at the price and on the terms and conditions specified in this **clause D4**.
- (e) If the Developer rejects the Offer Notice, this Agreement will terminate on the End Date and the Developer will have no further rights or interest in this Agreement or the Site.
- (f) If the Developer accepts the Offer Notice, the Developer must within 10 Business Days after the Offer Notice is accepted, give to the State the Developer's estimate of the cash valuation for the Available Lots (**Valuation**) calculated as follows:
  - (i) the Guaranteed Land Payment for the Available Lots as at the End Date; plus
  - (ii) the estimated Revenue Share Land Payment for the Available Lots which would have been payable to the State if this Agreement continued in accordance with its terms post the End Date and until all Available Lots were reasonably expected to be sold; plus
  - (iii) GST calculated (subject to **paragraph (i)**) on the basis that the Available Lots are sold subject to the margin scheme.

The Valuation must be expressed as a dollar value as at the date of the Offer Notice.

- (g) If the State and the Developer are unable to agree on the Valuation for the Available Lots, the dispute will be determined in accordance with the dispute resolution provisions in **clause A25**.
- (h) The Developer acknowledges that notwithstanding any other provision of this Agreement, the State is not required to sell the Available Lots for a Valuation less than the amount approved by the Valuer-General as being the amount of the Valuation determined in accordance with the principles outlined in **paragraph (f)**.
- (i) Once the Valuation is determined, the Developer must within 10 Business Days confirm in writing whether the Developer wishes to proceed with acceptance of the Offer Notice. If the Developer does not confirm in writing that it wishes to proceed with acceptance of the Offer Notice, the Developer will be deemed to have rejected the Offer Notice and **paragraph (e)** will apply.
- (j) Notwithstanding **paragraph (f)(iii)**, the Developer may elect by notice in writing not to use the margin scheme for the purpose of calculating GST.

#### **D4.2 Sale of Available Lots**

- (a) If the Developer confirms acceptance of the Offer Notice in accordance with **clause D4.1(i)**:
  - (i) a contract of sale (and, if applicable, a vendor's statement pursuant to section 32 of the Sale of Land Act 1962) for the Available Lots in or substantially in the form specified in **schedule 14** will be prepared by or on behalf of the State in accordance with usual conveyancing practice and with payment terms of a 10% deposit on exchange and the balance payable in 60 days;
  - (ii) the price for the Available Lots will be the Valuation as determined or agreed in accordance with **clause D4.1**.
  - (iii) the State is authorised to complete any blanks in the form of contract prepared under **sub-paragraph (i)**; and
  - (iv) the Developer must execute the contract of sale (and vendor's statement, if applicable) and return it to the State or the State's solicitors within 10 Business Days after it is given to the Developer or its solicitors.
- (b) If the Developer confirms acceptance of the Offer Notice in accordance with **clause D4.1(i)** and fails to execute and return the contract of sale (and vendor's statement, if applicable) for the Available Lots in accordance with **paragraph (a)** then the Developer is taken to have repudiated the Agreement for the sale of the Available Lots and the State may by written notice to the Developer accept that repudiation.
- (c) If the State accepts the Developer's repudiation under **paragraph (b)**, then the Developer ceases to have any further Rights under this clause in respect of the Available Lots and the State may in its discretion elect to terminate this Agreement and recover from the Developer as a debt

due and payable to the State any difference between the Valuation of the Available Lots and the net sale price derived by the State from the Sale of the Available Lots. The State's rights under this **paragraph (b)** are not in substitution for or derogation from any other Rights the State may have in consequence of the repudiation by the Developer under **paragraph (b)**.

**D4.3 Substantial Commencement of a Stage of the Project**

If, at the End Date, the Developer has Substantially Commenced any Stage, then the Developer's Rights under this Agreement continue to apply to that Stage, with only those changes required to reflect that this Agreement only applies to that Stage, until the earlier to occur of:

- (a) 24 months after the End Date or such later date as may be agreed by the State; and
- (b) the date all Lots forming part of that Stage are the subject of a Dealing and the State has received payment in respect of all Dealings in accordance with **Part D**.

## Part E – Guarantee

### E1 Guarantee and indemnity

#### E1.1 Acknowledgment

The Guarantor acknowledges that the State enters into this Agreement at the request of the Guarantor relying on (amongst other things) the Guarantor executing this Agreement to guarantee the performance by the Developer of its Obligations under this Agreement.

#### E1.2 Guarantee

In consideration of the State entering into this Agreement at the request of the Guarantor, the Guarantor irrevocably and unconditionally guarantees to the State the performance by the Developer of the Obligations under this Agreement.

#### E1.3 Compliance

The Guarantor agrees with the State that the Guarantor must ensure the Developer's compliance with the terms of this Agreement.

#### E1.4 Indemnity

The Guarantor unconditionally and irrevocably indemnifies the State against all Loss relating directly or indirectly to:

- (a) failure by the Developer to pay moneys in relation to, or to comply with any of its Obligations contained in or implied by this Agreement; and
- (b) this Agreement being or becoming unenforceable in accordance with its terms or the priority or effectiveness of any of them being adversely affected as a result of any act or omission of the Developer.

#### E1.5 Guarantee not affected

- (a) The liability of the Guarantor under this **clause E** is a principal, unconditional and absolute Obligation and is not adversely affected by:
  - (i) the granting of time, forbearance or other concession to the Guarantor or to the Developer or to the Financier;
  - (ii) the actual or alleged invalidity or unenforceability of any provision of this Agreement; or
  - (iii) anything else which, but for this provision, could operate to adversely affect the Guarantee and Indemnity.
- (b) If payments made by the Developer are set aside or avoided by statutory provision or otherwise, those payments are taken not to have been made and do not reduce the liability of the Guarantor under the Guarantee and Indemnity.

#### E1.6 Continuing Guarantee and Indemnity

The Guarantee and Indemnity:

- (a) is a continuing guarantee and indemnity;



- (b) is irrevocable; and
- (c) remains in full force despite termination of this Agreement, until those Obligations of the Developer under this Agreement which are remaining to be performed following termination have been performed in full.

#### **E1.7 No competition**

Until the Developer has fully performed all its Obligations under this Agreement, the Guarantor may not:

- (a) reduce its liability under this Guarantee and Indemnity by:
  - (i) raising a set-off or counter-claim available to itself, the Developer or a co-surety or co-indemnifier against the State; or
  - (ii) Claiming a set-off or making a counter-claim against the State; or
- (b) prove in competition with the State against the Developer or the Financier, without the written consent of the State.

#### **E1.8 Guarantee and Indemnity in addition to other Rights of the State**

The Guarantee and Indemnity:

- (a) is in addition to any other security or Right which the State may now have or may subsequently take or hold against the Developer or the Guarantor or the Financier; and
- (b) may be enforced without first recourse to such other security or Right and without taking steps or proceedings against the Developer, despite any rule of Law or equity or statutory provision to the contrary.

#### **E1.9 Warranties by the Guarantor**

The Guarantor warrants to the State that:

- (a) it has the corporate power to enter into and perform and has taken all necessary corporate and other action to authorise the execution and performance of the Guarantee and Indemnity;
- (b) the Guarantee and Indemnity constitutes a legal and binding Obligation of the Guarantor;
- (c) the execution and performance of the Guarantee and Indemnity does not violate:
  - (i) existing Law;
  - (ii) the constitution of the Guarantor; or
  - (iii) any mortgage, contract or other undertaking to which the Guarantor is a party or which is binding on the Guarantor or its assets; and
- (d) the Guarantor is not aware of any matter material to the decision of the State to enter into this Agreement which has not been adequately disclosed to the State in this Agreement.

#### **E1.10 Acknowledgment by Guarantor**

The Guarantor acknowledges that:

- (a) in entering into this Agreement it had the opportunity to, and has relied upon, its own enquiries, inspection and knowledge as to the risks associated with entering into this Agreement and not on any explanation, representation, warranty or condition made by, or on behalf of the State or any other person;
- (b) before executing this Agreement it had the opportunity to, and obtained independent legal and financial advice in relation to its terms; and
- (c) no person is authorised by the State to provide on behalf of the State any explanation of the terms of this Agreement to the Guarantor.

# Schedule 1

## Notices

**State**                      Address: Level 18, 80 Collins Street, Melbourne  
Fax: (03) 9655 8633  
E-mail: David.Hodge@mpv.vic.gov.au

**Developer**              Address: Level 7, 60 Collins Street, Melbourne  
Fax: (03) 9639 7466  
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**Guarantor**                                      Address: Level 7, 3 Rider Boulevard, Rhodes, NSW  
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**State's Representative**                      Name: David Hodge  
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**Developer Representative**                      Name: Mike Randall  
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# Schedule 2

## Community Houses Specification

**Part 1**                      Agreed Principles

**Part 2**                      Design Brief

**Part 3**                      Design Documents

**Part 4**                      Completion Requirements

A Community House will be Complete when:

- (a) the Community House has been constructed in accordance with the Design Documents for that Community House; and
- (b) an Occupancy Permit has been issued in respect to that Community House; and
- (c) all Developer's Infrastructure necessary to enable access and use of the Community Houses in accordance with their intended purpose has been constructed. In the case of road access into Stage 1, that road access may be temporary pending completion of the Developer's Infrastructure for the balance of the Project.

**Part 5**                      Liquidated Damages

- (a) For a failure to achieve Completion and commissioning of the Initial Community Houses by the Stage 1 Date for Completion - \$733,000 per month.
- (b) For a failure to achieve Completion of Stage 1 by the Stage 1 Date for Completion - \$50,000 per month.

**PART 1**

**AGREED PRINCIPLES**

**DRAFT 25/2/04**

## **KEW RESIDENTIAL SERVICES SITE FORUM**

### **AGREED PRINCIPLES**

The Minister for Community Services requested that the Department of Human Services (DHS) establish the Kew Residential Services (KRS) Site Forum as a process to enable consultation with key stakeholders on principles to inform on-site planning at the KRS site. The principles will be used by DHS in developing specifications for the onsite developer to incorporate in detailed planning. The Forum was established in January 2004 and expected to report back to the Minister by March 2004.

The specific areas for consultation were identified as follows:

1. **Sport and Recreation Facility**  
Development of the principles for the sport and recreation facility.
2. **Associated Facilities**  
Development of the principles for the development of a facility for visiting health professionals and a community facility (for community based activities).
3. **Memorial**  
Consultation on the siting of the memorial for those who died in the 1996 fire.
4. **Housing**  
Development of the principles for the disability houses on site, including the configuration principles for the three groupings. This will include a consideration of the principles for house proximity, access to shared open space, proximity to other facilities, house design principles and housing standards. This will be considered in the context of the assessed individual needs of residents.

The Minister's commitment to the Kew Cottages Parents' Association (KCPA) on 11 November 2003 informed the workings of the forum. This commitment referred to:

- An ongoing commitment to the provision of high quality care and support for residents remaining on site and moving off site.
- Retention of the existing sport and recreation facility, with continued access to services for residents remaining on site.
- Provision of a facility located in close proximity to the sport and recreation centre for use by visiting health professionals. Further consideration will be given to the best ways to address the dental needs of residents.
- Ongoing consideration of the needs of aging residents.
- Development of three groupings on the KRS site where houses will be located closely together – this could be as many as 4-5 houses grouped together depending on the needs of residents. Adjacent and neighbouring houses can include shared open spaces.
- 8 – 10 other houses will be interspersed across the broader site.
- DHS will consult with KCPA and other interested groups on the layout of disability houses on site – according to the needs of individual clients, including principles for proximity and accessibility of housing, access to open space, safety of residents and proximity to support facilities. This process will conclude by end of February 2004.

- Provision of a memorial on site to those who died in the 1996 fire, and:
- Provision of a designated building -- in close proximity to the sport and recreation facility for community based activities, relevant to the needs of residents who remain on site and the broader community.

The Forum consisted of representatives of KRS residents and their families and other key stakeholders with a direct interest in the welfare of KRS residents. Participants in the forum were: Ian Whalley and Louise Godwin from the Kew Cottages Parents Association (KCPA); Julian Gardner, Elaine Nyberg and Fay Richards from the Office of the Public Advocate (OPA); Kevin Stone and Christine Scott from the Victorian Advocacy League for Individuals with a Disability (VALID); Lloyd Williams and Paul Wheatley from the Health and Community Services Union (HACSU); James O'Brien, Ian Parsons and Catherine Neville from the Office of the Minister for Community Services; and Arthur Rogers, John Leatherland and Alma Adams from DHS.

In response to a request from KCPA for an independent chair, Mr Geoffrey Provis chaired the Forum.

The Forum met on five occasions between 20 January and 24 February 2004.

The KCPA withdrew from the Forum following the second meeting.

The Forum developed the following list of agreed principles for the Minister's consideration.

**1. Overarching Principles**

- 1.1 That the individual needs of KRS residents remaining on site be the overriding principle in all decisions related to the onsite development of their accommodation and support needs.
- 1.2 That community inclusion of residents and universal accessibility of facilities be central principles in all decisions relating to the on-site development.

**2. Housing**

- 2.1 That the new suburb as a whole be planned around accessibility.
- 2.2 That KRS houses on site are consistent with surrounding houses and don't stand out.
- 2.3 That Housing standards for disability housing are incorporated with additional consideration given to the specific needs of the individual residents.
- 2.4 Given the requirements for client support, safety and legislative requirements that houses are built with a consideration for potential future use and/or replacement.
- 2.5 That the location of houses for KRS residents remaining on site encourages safety for residents and staff (for example movement around site for visiting)
- 2.6 That any groupings and houses support the needs of existing residents but are configured such that they provide flexibility to meet the changing needs of current residents and future residents.
- 2.7 That shared boundaries are to be generally avoided. If it is appropriate to have adjacent houses it is preferable that they be back to back not side by side.
- 2.8 Locations take into account slope and suitability for wheelchairs.

- 2.9 That where two houses share open space it should also be able to be separated to enable privacy and security of possessions for residents.
- 2.10 That shared space should not disadvantage clients' community access. That is, it should not be a replacement for community access.
- 2.11 Everyone should have access to a back garden.
- 2.12 (a) Groupings should refer to houses that are no more than a short walk apart.
- 2.12 (b) Houses that are grouped should share a common footpath. That is, there should be no road crossing to move between them).
- 2.14 Different groupings should not be in close proximity.

### **3. Associated Facilities**

#### **3.1 General**

- 3.1.1 That consideration be given to the associated facilities being either collocated or in close proximity based on the best outcomes for residents and good design principles.
- 3.1.2 That the design of any buildings for associated facilities should be an exemplar of accessibility for people with multiple and complex needs, including:
  - that it not be limited to current building standards
  - that the needs of carers and staff support be considered
  - that Occupational Health & Safety standards be considered
  - that potential use addresses current met & unmet and future needs

#### **3.2 Sport and Recreation Facilities**

- 3.2.1 That the facility be one that is attractive to the whole community
- 3.2.2 That the facility be available for use by the whole community
- 3.2.3 That the existing level of access to and within the facility by KRS residents remaining on site be ensured as a minimum.
- 3.2.4 The facility should not impose unreasonable costs on people with a disability using it.
- 3.2.5 That the following principles be incorporated into the governance structure:
  - a charter to cover ongoing accessibility by people with a disability
  - that people with a disability are involved in the facility management
  - that government has a monitoring role over the service
- 3.2.6 That the facility incorporate a kiosk that is available to all users.

#### **3.3 Medical/Allied Health**

- 3.3.1 That the facility be one that is attractive to the whole community
- 3.3.2 That the facility be available for use by the whole community
- 3.3.3 That there be no reduction of access to and quality of health services, including allied health, for KRS residents compared to commencement of the redevelopment.
- 3.3.4 That residents have access to ongoing GP and medical specialists they require and that the access should not be less than that available to those moving off site and members of the general community.
- 3.3.5 That links to the local Community Health Service should be fostered.
- 3.3.6 That appropriate links to allied health providers with specialist disability expertise be encouraged.
- 3.3.7 That medical and allied health services be based on a model that encourages inclusion.



### **3.4. Dental**

- 3.4.1 That there be no reduction of access to dental services compared to the commencement of the redevelopment.
- 3.4.2 That there be access to ongoing dental services and specialist dental services as required and not less than that available to those moving off site and general community.
- 3.4.3 That links to the local Community Health Service should be fostered.
- 3.4.4 That dental services be based on a model that encourages inclusion.
- 3.4.5 That any dental services should meet quality and safety requirements.

### **3.5 Community Facilities**

- 3.5.1 That links to and or use by a local Neighbourhood House be encouraged
- 4.2 Flexible space/design to foster multiple community uses.
- 4.4 That the following principles be incorporated into the governance structure:
  - a charter to cover ongoing accessibility by people with a disability
  - that people with a disability are involved in the facility management
  - that government has a monitoring role over the service

### **4. Memorial**

- 4.1 That the memorial provides a contemporary perspective on people with disabilities and how they are currently supported through the provision of relevant information and materials.
- 4.2 That the memorial incorporates the existing memorial to those who lost their lives in 1996.
- 4.3 That the memorial provides an historical perspective of KRS.
- 4.4 That the memorial looks forward in a positive way.
- 4.5 That the memorial be a visible feature to the community and "draw people in."

## **KEW RESIDENTIAL SERVICES REDEVELOPMENT**

### **RESIDENT ACCOMMODATION – PLANNING AND BUILDING USE BRIEF**

NOTE: This attachment to the Request for Proposals (RFP) for the Development of the Kew Residential Services site is a working document and will be amended with the passage of time and as changed circumstances may require.

This document describes 4 features of the program of client relocations both within existing Units at KRS, and from existing Units to new Community Houses both onsite at KRS and offsite. This document:

- Details the conditions and limitations that affect the movement of clients within KRS, and to new Community Houses both onsite and offsite;
- Lists the planned onsite Community Houses, and lists those Community Houses proposed to be in 'loose groupings';
- Provides an indicative Schedule of Unit closures and Community House openings;
- Lists the house models for the 20 onsite Community Houses.

This document also lists the current use of non-residential buildings at KRS and provides an indication of when the buildings might close, or the limitations and restrictions that apply to closing them.

In this document, the names of the Units and other buildings on the KRS site are the same as in the plan attached to the RFP with the following exceptions:

Building 10 is shown as Unit 10

The Maternal and Child Health Service is located in the building shown as D.H.S.

#### **SECTION 1**

#### **CONDITIONS AND LIMITATIONS AFFECTING THE MOVEMENT OF CLIENTS WITHIN KRS, AND TO NEW COMMUNITY HOUSES BOTH ONSITE AND OFFSITE**

1. During the KRS Redevelopment, about 92 new Community Houses (including both onsite and offsite) will be opened for residents of Kew Residential Services. Most Community Houses will have residents who come from more than 1 Unit.
2. A Unit will be closed when sufficient residents have moved to new Community Houses, ie when the number of residents who have moved to new Community Houses matches the number of residents in the Unit that is scheduled to close. While some of the residents who move to Community Houses may have come from the Unit scheduled to close, others will come from any of the other Units still open at KRS. Remaining residents of the closing Unit will then be moved to other open Units into vacancies created by departing residents.
3. Not all vacancies in KRS Units will be suitable for particular residents. Issues such as gender, mobility, other physical disability, and support needs, together with compatibility, friendship groups and animus, may be taken into account. This limits the choices

available for moving residents to other Units, and some vacancies may inevitably be unable to be filled. In the client relocations to date, vacancies in Units 9 and 26 have proven difficult to fill.

4. In general, the schedule of House openings, Unit closures, and resident movements, attempts to address a number of matters including:
  - a. Closing the least satisfactory Units first; this includes 7 Units:
    - i. Unit 13 (now closed)
    - ii. Unit 15 (now closed)
    - iii. Unit 17 (planned to close in August 2004)
    - iv. Unit 19 (planned to close in May 2005)
    - v. Unit 28 (now closed)
    - vi. Unit 9
    - vii. Unit 26
  - b. Maintaining the best accommodation until last, and the most recently renovated accommodation until last; the 'best' Units are 21, 22, 23, 24 and 25, and the most recently renovated Units are Unit 25 and Building 10; in respect to Building 10, it is envisaged that this would be the one of the last of the Units south of Lower Drive to close.
  - c. If residents are to move to another KRS Unit, then they will not move to accommodation which is worse than what they are currently in. In this context, accommodation can be broadly divided into 3 groups:
    - i. The least satisfactory accommodation (see point a above);
    - ii. Accommodation which is somewhat better: Building 10, Units 4, 5 & 11, House Hostel, O'Shea, and the perimeter houses (117 to 135 Princess Street);
    - iii. The most recently renovated and 'best' accommodation, as listed in point b above.
  - d. Minimising the total number of resident moves, and the number of moves any single resident makes, within the KRS site prior to moving to their final housing; the current Schedule is constructed so that all residents will have not more than 1 move from their current accommodation (as at April 2004) prior to moving to their Community House.
  - e. Where it is possible to do so, moving residents from closing Units into Units where others from their future Community House are already living.
  - f. Some Units have higher numbers of residents expected to move to a future onsite Community House, and for these Units, it is planned to leave the Unit open until sometime in 2006 when future onsite Community Houses are expected to become available; this applies particularly to Units 21, 23 and 25. The current Indicative Schedule for House Openings and Unit Closures means that House Hostel and Building 10 will also have relatively large numbers of future onsite Community House residents and on this basis would also remain open until later in the redevelopment (see also point g below).
  - g. The current Program progressively moves future onsite Community House residents from Units closing in 2004 and 2005 into those Units scheduled to close in 2006, on the basis that future onsite Community Houses may not be available until then. At this stage, the Indicative Schedule has a number of Units planned to

close in 2006; these are Units 4, 5, 21, 22, 23 & 25, House Hostel, Smorgon, and Building 10.

5. Despite what is said above about keeping the best Units until last, it is considered possible for either Unit 22 or Unit 24 to close in the second half of 2005, if there is a clear client and/or financial benefit or if this will enable the acceleration of the Community House building program. The current Indicative Schedule assumes that Unit 24 will close in the second half of 2005.
6. In addition to the points above, some residents of several Units would be relatively difficult to place in other congregate care Units. This is especially the case for some of the residents of Units 9 and 26, and to a lesser extent for some residents of Unit 4. For that reason, each of these 3 Units will close only when virtually all the residents can move directly to new Community Houses, rather than be relocated to other Units within KRS. For Unit 4, this further means that the closure of this Unit depends on the availability of an onsite Community House (specifically Onsite 13). Conversely, the closure of Unit 4 can be advanced to the date when Onsite 13 becomes available.
7. The Schedule is based on the assumption that all residential buildings in the area bounded by Lower Drive, The Crescent, Hutchinson Drive, and Princess Street, should be closed by mid 2005; this includes Units 13, 15, 17 and 19, and the residential perimeter houses along the Princess Street boundary (117, 121, and 125 to 135 Princess Street). Other significant buildings in this area are Network Q, 119 Princess Street, and 123 Princess Street, and these are referred to in Section 5 of this document.
8. To achieve the closure of the Princess Street perimeter houses by (say) mid 2005, about 13 residents of the perimeter houses who are to move to future onsite Community Houses will need to be housed elsewhere on the site until their onsite Community Houses are available (specifically Onsite 11, 15 and 20). The circumstances of these residents make it a requirement that they be accommodated separately from other KRS residents, ie they will not occupy the same living space as other KRS residents; having moved once, they would then not move again until their final move to an onsite Community House. This accommodation must not be in one of the least satisfactory Units (see point 4.a above) unless it is extensively renovated (and DHS has a firm view that it could not be done in time and would be viewed as inappropriate). The only onsite locations that might be used, that satisfy these criteria, and would be available by mid 2005 or soon after are:

3 of the 4 flats in Unit 5, or  
2 of the 4 flats in Unit 22, or  
2 of the 4 flats in Unit 24.

A move to Unit 5 could be completed by mid 2005, while a move to Unit 22 or 24 could be in about August 2005. The current indicative Schedule envisages that these residents would move to Unit 5, but the alternatives are achievable in the timeframes noted. In turn, that Unit would then need to stay open until the relevant Community Houses (Onsite 11, 15 and 20) are available.

9. In all future Unit closures, Community Houses (both onsite and offsite) scheduled to open in a particular month will be matched as much as possible to the Unit scheduled to close next, either directly by taking residents from the closing Unit, or indirectly by creating vacancies for the small number of residents remaining in the closing Unit who are to be moved to other Units. The directly matched Community Houses are largely fixed, but there may be some limited options in the choices for the indirectly matched Community Houses. This allows some opportunities for minor adjustments to the Schedule.

10. The KRS capacity to take over new Community Houses is constrained by recurrent budget and planning and rostering issues. In 2005, it is planned to open 3 Community Houses (mostly offsite, although it could include onsite Community Houses) per 4 week roster, and by March 2006 this will increase to 4 houses per 4 week roster. While recognising that a number of onsite Community Houses may become available concurrently, it is assumed that in 2006 at least 1 Community House a roster cycle will be onsite, and it is likely to be more than that in most rosters (but no more than 4 in a roster).

11. The recurrent budget for new Community Houses is based on the rate of house openings described in point 10 above. Any increase in the rate of house openings would result in increased costs during the redevelopment, funds for which are not in the approved KRS redevelopment budget.

12. Community House openings are arranged to fit with KRS roster requirements, and therefore Community Houses scheduled to open in a given 4 week roster will open on weekdays in the 3<sup>rd</sup> week of the roster. Staff to be relocated to each new Community House receive 2 weeks of training and regional orientation in the first 2 weeks of the roster.

13. Residential buildings which are planned to have closed by July 2005 are:

Unit 13 (already closed)  
Unit 15 (already closed)  
Unit 17 (in August 2004)  
Unit 19 (in May 2005)  
Unit 26 (in July 2005)  
Unit 28 (already closed)  
117 Princess Street (in July 2005)  
121 Princess Street (in June 2005)  
probably one other residential house on the Princess Street boundary

Other residential and non-residential buildings on the Princess Street boundary could also be closed by July 2005; this entails moving about 13 residents of 125 to 135 Princess Street into vacant accommodation elsewhere on the KRS site: see point 8 above.

14. It is expected that no future resident of an onsite Community House will, prior to taking up his/her final accommodation, move to a temporary offsite location. Conditions for temporary onsite accommodation are described elsewhere in this RFP, noting that commercial and program benefit will need to be demonstrated.

15. Given the complexity of some of the constraints on the movement of residents, Proponents wishing to achieve a particular 'Staging' outcome may wish to consider other means of providing acceptable temporary onsite accommodation. The conditions under which the State may consider proposals to use such temporary accommodation measures are set out in Section 4.5 of the RFP.

**16. TIMELINES SPECIFIED FOR DELIVERY OF COMMUNITY HOUSES**

As part of their staging plan, Proponents may wish to consider the temporary relocation of a future onsite Community House resident group into a Community House constructed on the site which is ultimately intended for a different house group. Again, reference is made to Section 4.5 of the RFP. In that event, any special features needed by either group of residents (the temporary group and the final group) will need to be designed into the Community House. If the move into a Community House is earlier than allowed for in the Schedule, there may be some additional recurrent cost incurred by the State which is not

currently in the KRS redevelopment budget.

17. Variations to the Indicative Schedule are possible, and Proponents are invited to propose alternatives which will be assessed by the State. Units which are most likely to be considered for earlier closure are listed below. Note however that early closure of one Unit means that the closure of other Unit/s will be delayed. Note also that other Units could be considered for early closure.

Unit 4, provided OnSite 13 is available

Unit 5, provided that if the perimeter house residents are in Unit 5, then Onsite 11, 15 and 20 must be available

Unit 11, however Onsite 1 may need to be available depending on the specific construction of the sequence of Unit closures

Unit 22, however Onsite 2 and 18 may need to be available depending on the specific construction of the sequence of Unit closures, and if the perimeter house residents are in Unit 22, then Onsite 11, 15 and 20 must also be available

Unit 24, provided that if the perimeter house residents are in Unit 24, then Onsite 11, 15 and 20 must be available

## SECTION 2

### HOUSE MODELS FOR THE 20 ONSITE COMMUNITY HOUSES

The 'House Model' in the table below refers to the appropriate floor plan from the portfolio of designs attached to the *Accommodation Standards and Design Guidelines - for the provision of Shared Supported Accommodation* which is included as an attachment to this RFP. In that document, the floor plans from the portfolio of designs are described as 4, 5 or 6 bed plus sleepover room models, corresponding to 4, 5 or 6 in the table below, with the following clarifications:

Drawing no. 1151 – A1 is a 3+2 model

"Portfolio Design Split 6 bedroom + Sleepover" is a 3+3 model

The house models for Onsite3 and Onsite 20 are still to be confirmed.

Note that minor changes to both onsite and offsite groupings continue to take place at this time, consequent on client-related considerations, and that this may result in a variation to the house model for any onsite house.

Onsite Community Houses can be constructed in advance of the State's requirements although possession will be in accordance with the program, and the Community Houses will need to be maintained and secured by the Developer in the meantime. As already indicated, there is some limited opportunity for the program to be altered according to the availability of onsite Community Houses.

Onsite Community Houses	House Model	Loose Grouping	Comments
Onsite 1	5		
Onsite 2	5	Loose grouping 2	
Onsite 3	4 or 5		Awaiting confirmation of model
Onsite 4	5		
Onsite 5	6		
Onsite 6	5	Loose grouping 1	
Onsite 7	5	Loose grouping 3	
Onsite 8	3+3	Loose grouping 1	
Onsite 9	5		
Onsite 10	5	Loose grouping 3	
Onsite 11	3+2		
Onsite 12	4		
Onsite 13	3+3	Loose grouping 1	
Onsite 14	5	Loose grouping 2	
Onsite 15	3+3	Loose grouping 3	
Onsite 16	3+3	Loose grouping 3	
Onsite 17	5	Loose grouping 2	
Onsite 18	6		
Onsite 19	5	Loose grouping 2	
Onsite 20	5 or 6		Awaiting confirmation of model

### **SECTION 3**

#### **LOOSE GROUPINGS**

The requirements for 'Loose Groupings' are specified in the Agreed Principles which is an attachment to this RFP.

The list of loose groupings below is based on current understandings, but may be subject to revision. No indication is given as to where on the KRS site the loose groups should be located; Proponents are invited to propose appropriate onsite locations within their overall concept plan.

The Community House designations below refer to the onsite Community Houses listed in columns D and E of the Indicative Schedule.

Three loose groups are proposed:

Loose Group 1: OnSite 8, OnSite 13, and OnSite 6

Loose Group 2: OnSite 2, OnSite 14, OnSite 17, and OnSite 19

Loose Group 3: OnSite 7, OnSite 10, OnSite 15, and OnSite 16

Loose Group 2 and Loose Group 3 each comprise 4 Community Houses. An option for Proponents to consider is that a Loose Grouping of 4 Community Houses may be delivered by a 2 pairs of Community Houses in relatively close proximity in which each pair would satisfy the requirements for a loose grouping, particularly in regard to a shared footpath, but the group of 4 Community Houses as a whole need not do so.



## SECTION 4

### INDICATIVE SCHEDULE OF UNIT CLOSURES AND COMMUNITY HOUSE OPENINGS

A list of the Units and other accommodation scheduled to close after July 2005, and the new houses matched to those buildings, follows. Note that this Indicative Schedule may be subject to change with changes in house groups etc. although in that regard it is unlikely to change to any significant extent.

There is a substantial body of work in client assessment, planning and scheduling behind this program. The Schedule reflects current understandings about the likely progress of the redevelopment and the sequence of Unit closures.

The sequence of Unit closures indicated below is able to be varied within the limits imposed by the factors in point 4 of Section 1 above. The closure dates shown are for this indicative program only.

Proponents are invited to consider whether there would be commercial and program benefit in an alternative Schedule.

In this Schedule, 'EMR8', 'Barwon1', 'Onsite1' etc refers to a group of residents going to a new Community House together, ie, a 'House Group'.

INDICATIVE PROGRAM 1: PRINCESS STREET RESIDENTS MOVE TO UNIT 5					
A	B	C	D	E	F
Unit or other accommodation	Current capacity	Indicative Date for closure	Directly matched house groups	Indirectly matched house groups	Other information
Remaining houses on Princess Street	13 then in residence in 4 or 5 houses	June 2005 if moving to Unit 5; August 2005 if moving to Unit 22 or 24			Most of these residents are to live in future onsite houses (Onsite 11,15 & 20). To close their current houses, need to move them to vacant accommodation on the KRS site, eg to Unit 5 or to Unit 24. This indicative program assumes that these residents move to Unit 5.
Unit 9	20	August 2005	EMR2 SMR11 WMR2 Offsite B	Barwon3 EMR8	Some advantage in having Unit 9 closing soon before or after Unit 24.
Unit 24	32	October 2005	EMR4 EMR7 EMR11 NMR10 SMR1	NMR4 NMR7	This assumes that the residents from the Princess Street houses moved to Unit 5. Some advantage in having Unit 24 closing soon before or after Unit 9.
Unit 11	20	December 2005	NMR1 SMR10 SMR16	NMR8 Onsite1	
O'Shea	6	December 2005	EMR19		

INDICATIVE PROGRAM 1: PRINCESS STREET RESIDENTS MOVE TO UNIT 5					
A	B	C	D	E	F
Unit or other accommodation	Current capacity	Indicative Date for closure	Directly matched house groups	Indirectly matched house groups	Other information
Unit 4	24	March 2006	Barwon1 EMR13 SMR14 Onsite13		Onsite13 is in 'loose group 1' The closure of Unit 4 can be as early as Onsite13 is available
Unit 5	24	April 2006	Onsite11 Onsite15 Onsite20	SMR6	This assumes that the residents from the Princess Street houses moved to Unit 5. Onsite15 is in 'loose group 3'
House Hostel	14	April 2006	Onsite4 Onsite5		
Building 10	12	April 2006	WMR1 Onsite12		Some advantage for Building 10 to close soon after House Hostel
Unit 22	32	June 2006	EMR15 Gippsland1 SMR3 WMR5 WMR7 Onsite2 Onsite18		Onsite2 is in 'loose group 2'
Unit 23	32	August 2006	EMR5 SMR4 WMR4 Onsite3 Onsite8 Onsite10		Onsite8 is in 'loose group 1' Onsite10 is in 'loose group 3'
Unit 21	32	September 2006	Offsite A Onsite1 Onsite14 Onsite17 Onsite19 Onsite6		Onsite14 is in 'loose group 2' Onsite17 is in 'loose group 2' Onsite19 is in 'loose group 2' Onsite6 is in 'loose group 1'
Unit 25	21	October 2006	Onsite7 Onsite9 Onsite16		Onsite7 is in 'loose group 3' Onsite16 is in 'loose group 3'

An alternative indicative program, in which the residents of the Princess Street houses go to Unit 24, follows. Note that this is again an indicative program only and the dates are subject to change.

INDICATIVE PROGRAM 2: PRINCESS STREET RESIDENTS MOVE TO UNIT 24					
A	B	C	D	E	F
Unit or other accommodation	Current capacity	Indicative Date for closure	Directly matched houses	Indirectly matched houses	Other information
Remaining houses on Princess Street	13 then in residence	June 2005 if moving to Unit 5; August 2005 if moving to Unit 24		EMR4 EMR7	Most of these residents are to live in future onsite houses (Onsite 11, 15 & 20). To close their current houses, need to move them to vacant accommodation on the KRS site, eg to Unit 5 or to Unit 24. This indicative program assumes that these residents move to Unit 24.
Unit 9	20	September 2005	EMR2 SMR11 WMR2 Offsite B	Barwon3 EMR8	Some advantage in having Unit 9 closing soon before or after Unit 24.
Unit 5	24	September 2005		SMR6	This assumes that the residents from the Princess Street houses moved to Unit 5.
Unit 4	24	November 2005	Barwon1 EMR13 SMR14 Onsite13		Onsite13 is in 'loose group 1' The closure of Unit 4 can be as early as Onsite13 is available
O'Shea	6	December 2005	EMR19		
Unit 11	20	February 2006	NMR1 SMR10 SMR16 (Onsite1 is an option)	NMR8	
House Hostel	14	March 2006	Onsite4 Onsite5		
Building 10	12	March 2006	WMR1 Onsite12		Some advantage for Building 10 to close soon after House Hostel
Unit 24	32	May 2006	EMR11 NMR10 SMR1 Onsite11 Onsite15 Onsite20	NMR4 NMR7	This assumes that the residents from the Princess Street houses moved to Unit 24. Some advantage in having Unit 24 closing soon before or after Unit 9. Onsite15 is in 'loose group 3'
Then continue as before with Unit 22					

## **SECTION 5**

### **CURRENT USE OF NON-RESIDENTIAL BUILDINGS ON THE KRS SITE, AND TIMELINES LIMITATIONS AND RESTRICTIONS ON THEIR CLOSURE**

#### **Smorgon**

Smorgon provides post-hospital recovery care for residents, and more intensive medical support than is normally available in other Units, and rooms for visiting medical practitioners. As numbers in KRS decline, there will be a reduced need for this facility. Its close proximity to Units 22 and 23 suggest that its closure might best be timed to coincide with theirs.

#### **Sport & Recreation Centre**

See elsewhere in this RFP

#### **Perkin & Geiger**

Perkin is one of the current locations for delivery of Kew Day Programs (KDP), the other currently is the Sport & Recreation Centre. Geiger was a third location. As numbers in KRS decline, there will be a reduced need for the KDP service. It is likely that a location for KDP will be required until near the end of the redevelopment; however, it does not have to be in Perkin. Geiger is currently used for staff training and similar functions; this can be relocated to an alternative location.

#### **Mental Health respite house**

This service is located in 123 Princess Street.

Arrangements are in progress to ensure that this will close at a time consistent with the requirements for the KRS Redevelopment, currently anticipated as mid 2005.

#### **Charlton House**

This service is used for placement of non-KRS clients in emergency or crisis situations including while on bail; most but not necessarily all of the service users have an intellectual disability. It is located in 119 Princess Street.

Arrangements are in progress to ensure that this will close at a time consistent with the requirements for the KRS Redevelopment. Currently it is considered that this service could locate in the short term to a house offsite which will become available in about July 2005, prior to a final offsite location being determined.

#### **Network Q**

Network Q is a Commonwealth-funded, independently-managed employment service for people with disabilities. Arrangements are in progress to ensure that this will close at a time consistent with the requirements for the KRS Redevelopment, currently expected to be prior to mid 2005.

#### **Maternal & Child Welfare Service**

This service is located in the building near the top of the hill in the southwestern corner of the site, shown as D.H.S. on the Plan. While not a part of KRS, it is a DHS service. Road access and a carpark must be maintained for the staff in this building whilst it remains. The move of this service offsite has difficulties and at this time it is not possible to say when it will move.

#### **IT Server backup**

The IT Server backup for DHS is located in the same building as the Maternal & Child Welfare Service. It is currently expected to move around the end of 2005.

**Administration building**

The Administration Building currently holds around 70 staff. It is also the location of the PABX, and the fire alarm system and computer network are networked into this building. While there is no need for this building to be retained any longer than necessary, if it is to be closed before the end of the redevelopment then alternative office space onsite must be found for these staff (or most of them) and unbroken access to the key utilities, especially fire services, must be maintained. During the redevelopment there will be relatively little reduction in the number of staff working in this building, the majority of whom are directly working on the redevelopment. Car parking must also be retained; if the main administration car park is closed while the building continues to be used, then minor works on the Geiger car park will be needed to expand and redesign it. If Administration is moved, then adequate car parking at the new location will need to be provided.

**Brady Kiosk**

Brady Kiosk, alongside the Administration Building, offers simple kiosk foods and other supplies (eg toiletries) for sale, and is the office of the Kew Parents Association (KCPA). The KCPA have been advised that it is not possible to guarantee the availability of the building to them after June 2005. The Brady Kiosk may close at any time after that.

**Memorial**

In front of Brady Kiosk is a small memorial to the men who died in the fire in 1996. See elsewhere in this RFP for details of expectations regarding this memorial.

**Sculptures, canoe tree**

Appropriate arrangements need to be made for the artefacts and sculptures around the site specifically including the windmill and the ceramic sculpture near the memorial. Appropriate arrangements need to be made for the canoe tree near the memorial. Please refer to attachments to this RFP.

**Laundry Transfer Station & Sewing Room**

This building is located close to the southern boundary of the site adjacent to Geiger. Its functions can be relocated at any time with 2 weeks notice to another appropriate building on the KRS site with loading facilities and vehicle access. Its use will diminish anyway as resident numbers on the site diminish.

**Kitchen and Store**

The kitchen supplies meals to Units 9, 17, 19, 21, 25 & 26

Of these:

Units 17 and 19 will be closed by June 2005, and Units 9 and 26 would be likely to close soon after that. There is potential for the kitchen to close after September 2005.

The store can relocate at the same time as the kitchen closes. Depending on when this takes place, alternative storage space will be needed onsite.

When the service provided from the kitchen and store is no longer needed then there is no need to retain the building. Tugs are stored in and around the kitchen building and if they are still in use when the building closes then an alternative location will need to be found for them.

**"Old Pharmacy" / "STAD building"**

This building is referred to in Heritage Overlay HO254. It is currently used as a staff training facility and large meeting space. A training room will be required until near the end of the redevelopment. As this building is possibly to be kept until the end of the redevelopment (see elsewhere in this RFP), it is suggested that these services could continue to be provided from this building until the end of the redevelopment. It is likely that the staff training functions currently delivered from Geiger and the Old Pharmacy could be combined into one building at a later stage.

#### **Parents Retreat and Chapel**

This building is referred to in Heritage Overlay H0253. Only a very few people use this facility and alternatives could be identified relatively easily. However this building may be kept until the end of the redevelopment, and therefore could be used for other fitting purposes if required.

#### **Engineers Workshop, Gardeners compound**

Several teams of staff in Ancillary Services are based in these buildings or use these buildings for storage including Gardeners and Cleaners, and tugs are stored in and around them. While the buildings themselves do not need to be retained, some storage space and a base for these staff are needed, which could be in any other vacant building.

#### **Maintenance Shed**

One half of the Maintenance Shed is used for undercover parking for the tugs and trailers where their batteries are charged up. This requirement will continue for as long as there are battery-powered tugs operating on the KRS site, although it does not have to be in this location – any secure covered location with a flat floor, drive-through access, and adequate power supply, would do.

#### **“Old Gym”/Staffing Services Building**

The Staffing Services team are located in this building. While the building itself does not need to be retained, space for the staff who occupy it has to be provided somewhere on site, preferably independent of the Administration Building or its replacement.

#### **Covered walkways**

The covered walkways carry reticulated services and allow passage of tugs. In addition to the engineering requirements to be taken into account when any of the covered walkways are removed, provision must be retained for continued access to remaining buildings by the tugs. The walkways are all one direction for the tugs (because tugs cannot pass one another within the width of the path) and therefore removal of covered walkways must be done in such a way that the one way circulation of tugs is facilitated. There is no requirement however for the actual current direction of the one way system to be retained.

#### **Roads (1)**

Road access to all remaining buildings must be retained at all times for emergency vehicles, service vehicles, buses etc

#### **Roads (2)**

The Crescent is one way for safety reasons – it is narrow and larger vehicles cannot pass. This road must remain one way although any dead end sections can be made 2 way if a turning circle is provided. It is not necessary to retain the existing alignment. In most instances, a Unit which becomes disconnected from the current road network could be connected to a road addressing the other side of the building, assuming that adequate ramps etc. are installed. Note that The Crescent is to retain a link from Lower Drive to its beginning, and from its end to Lower Drive, at all times.

#### **Roads (3)**

Direct, onsite road connection from the After Hours Coordination Team (AHCOT) (which will be located wherever the fire panel and PABX are, currently in the Administration Building) to all remaining residential buildings must be maintained.

#### **Roads (4)**

It may be the case at some stage that remaining Units are in 2 enclaves: Units 21 to 25 in the Northern enclave, and Units 4, 5, 9, 11, Building 10, & House Hostel, in the Southern

enclave. Direct road connection between these enclaves is not needed. However direct pedestrian access between any 2 given pairs of Units is needed for the night-time 'buddy' system, and this applies to all remaining residential Units. Adequate lighting must be provided on these pedestrian access ways.

#### **Curtilage and parking**

Adequate curtilage around buildings, and adequate car parking near to buildings, must be maintained.

#### **Boiler house**

The boiler house supplies steam for heating and hot water. To end this requirement, gas lines would need to be linked to those buildings that don't have it – see elsewhere in the attachments to this RFP for description of articulated services. Also, gas heaters and gas hot water services may need to be installed to those buildings which currently don't have them.

#### **KRS substation**

Next to boiler house. Power service is to be retained at all times to all operational buildings, although not necessarily through this substation. KRS has no access or control over one half of the substation building where the transformer is installed. "CityPower" supplier controls this section. This building may not be available until the HT power lines are rerouted underground and / or a new substation is built on site; Proponents should make their own enquiries.

#### **Emergency generator**

Adjacent to the substation building is an emergency generator. This must remain available to KRS until all Units are closed, or alternative emergency power generation arrangements are made.

#### **Reticulated services**

This includes sewer, storm water, power, gas, telephone, fire system, data, water and steam reticulation. Reference is made to the site wide layout elsewhere in the attachments to this RFP. Services must be maintained safely to all buildings in operation at all times.

#### **Fences and security**

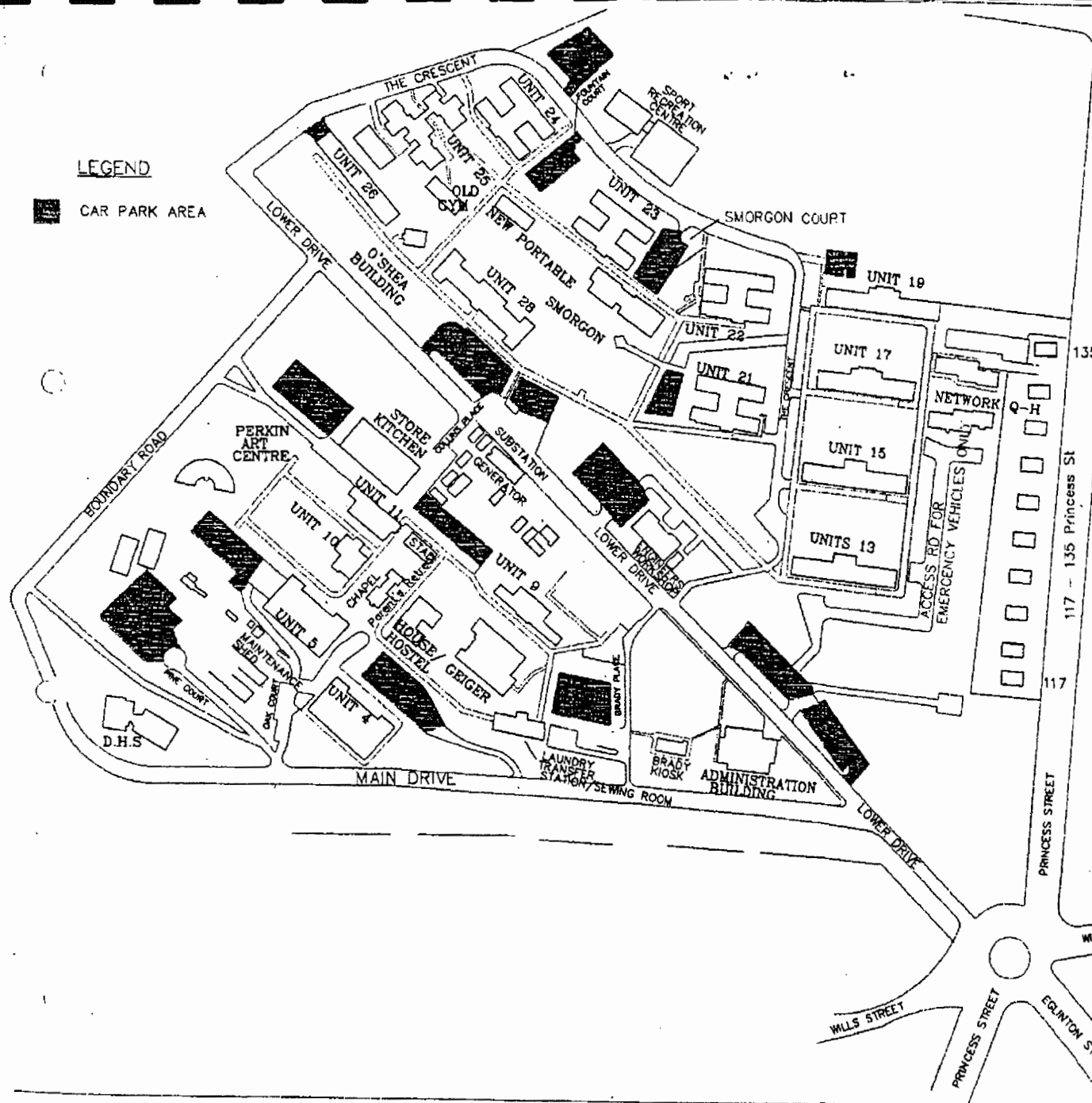
It is a requirement that all demolition and construction areas be adequately fenced so as to prevent KRS residents from accessing these areas, and this will need more than everyday cyclone fencing. As residents have found their way into current closed Units, which have cyclone fencing, it can reasonably be expected that residents will attempt to enter the demolition and construction areas, fenced or not. Therefore, measures to support the security of these areas should be considered, such as self closing gates. Keys to these areas will need to be made available to AHCOT in case they need to search for a missing resident.

#### **Other requirements**

All contractors working on the KRS site in unsecured locations will be required to comply with the list of requirements in the KRS Contractor Book, which addresses such matters as vehicle speed limits onsite, security of tools and equipment, isolation of fire systems when works are carried out and when cables are cut, and so forth.

**END OF DOCUMENT**

CAR PARK AREA



UNIT TITLE  
NON RESIDENTIAL

ADMINISTRATION	2 LOWER DRIVE
GARDENERS WORKSHOP	4 LOWER DRIVE
BRADY KIOSK	11 BRADY LANE
	29 OAK COURT
ENGINEERS WORKSHOP	3 LOWER DRIVE
CHAPEL	22 COLLINS PLACE
BOILERS HOUSE	5 LOWER DRIVE
STAD BUILDING	21 COLLINS PLACE
NET WORK Q HAMER	38 THE CRESCENT
LINEN ROOM	13 BRADY LANE
KITCHEN STORE	19 COLLINS PLACE
D.H.S.	32 PINE COURT
PERKIN CENTRE	28 BOUNDARY ROAD
SPORT & RECREATION	42 THE CRESCENT
UNIT 1	1 LOWER DRIVE
PARENT'S RETREAT	22 COLLINS PLACE
OLD GYM	46 FOUNTAIN COURT
GEIGER	14 BRADY LANE
NEW PORTABLE	48 FOUNTAIN COURT

RESIDENTIAL

HOUSE HOSTEL	23 COLLINS PLACE
UNIT 4	33 MAIN DRIVE
UNIT 5	31 OAK COURT
SMORGON UNIT	43 SMORGON COURT
UNIT 9	15 BRADY LANE
UNIT 10	20 COLLINS PLACE
UNIT 11	25 COLLINS PLACE
UNIT 13	35 THE CRESCENT
UNIT 15	36 THE CRESCENT
UNIT 17	37 THE CRESCENT
UNIT 19	39 THE CRESCENT
UNIT 21	40 THE CRESCENT
UNIT 22	41 THE CRESCENT
UNIT 23	44 SMORGON COURT
UNIT 24	45 FOUNTAIN COURT
UNIT 25	47 THE CRESCENT
UNIT 26	10A LOWER DRIVE
UNIT 28	7 LOWER DRIVE
O'SHEA	10R LOWER DRIVE

KEW RESIDENTIAL SERVICES

SCALE 1 : 1000    UPDATED January 2004



## DISABILITY SERVICES

# ACCOMMODATION STANDARDS AND DESIGN GUIDELINES – FOR THE PROVISION OF SHARED SUPPORTED ACCOMMODATION.

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## **Foreword**

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## **Acknowledgements**

Published by the Department of Human Services, Disability Services Division,  
May 2004

## Glossary of terms

TERM	DEFINITION
Accessible area or space	Able to be safely entered and exited without obstruction by people with a disability, including those who use a wheelchair and other mobility aids
Ambulant	Able to walk, with aids if necessary
Assisted	Requires assistance from another person to move from one location to another or to undertake personal tasks
Circulation space	Spaces surrounding built elements, landscape elements, and fixtures and fittings required for movement to and within buildings
Class 3 Building	A residential building, (other than a class 1 or 2 building) which is a common place of long term or transient living for a number of unrelated people, (refer to the Building Code of Australia for detailed definition)
Construction	The redevelopment or building of a dwelling
Crossfall	Slight gradient across path/paving to drain surface water (1:40 gradient to crossfall required)
Dividing fence	A fence separating the land of two adjoining properties, or within properties, separating multiple units
GPO	General Power Outlet
Person with a disability	Someone who has a physical, sensory, intellectual, or acquired brain injury
Dwelling	A place of residence for domestic activities, but not including the associated land
Energy rating	The level of effective use of electricity by an appliance or light fitting
FECA	Fully Enclosed Covered Area
Knee space	Space left vacant for knees under a table, bench or furniture for a seated person
Legal Requirements	All applicable statutory, regulatory and code requirements

Modified Housing	Modified or purpose built housing to accommodate people with specific needs to enable them to participate in domestic activities
Outdoor area	All areas external to the dwelling, such as recreation space or service yard within property boundaries
Property	A dwelling and all its associated land
Ramp	An inclined path, with a gradient of no more than 1:20 that joins two or more levels to provide an accessible path of travel
Raised garden bed	A garden bed built above ground level to enable access by a person with a disability
Retaining wall	A wall that supports the earth between two levels
RCD	Residual Current Device, (safety switch)
Soffit	Underside of the external part of a building such as a ceiling to a porch, carport, verandah
Solar heat gain	Heat gained from the natural warmth of the sun
Special Needs	The particular amenity provisions required for a disabled resident as determined through consultation with support staff
SSA	Shared Supported Accommodation
Sustainable Design	The design of a dwelling to ensure that the overall adverse impact on the natural environment is minimised, (energy, water and waste efficient)
Water efficient appliances	Recommended water saving devices with a water saving rating
Wet areas	Inside spaces where water based activities take place - kitchen, bathroom, toilet, laundry
Wing Fencing	Fencing provided to the sides of a property separating the front yard from the back

### What is Shared Supported Accommodation?

Shared Supported Accommodation is the provision of housing and support to people with a disability within a group setting (with rostered 24 hour support).

Support is provided by staff to assist the person with a disability, in a range of areas including daily living such as eating, personal hygiene and participation in the community.

### What is the Purpose of the Document?

The purpose of this document – *Disability Services Accommodation Standards and Design Guidelines - for the provision of Shared Supported Accommodation* is to set out the residential accommodation requirements of the Disability Services Division, Department of Human Services. It is a Government policy document that applies to the provision of Secretary owned new housing, (in a variety of models), purchased properties and the upgrade of existing Secretary owned housing. The guidelines are not retrospective, however, existing properties may be brought up to meet the standards outlined in this Guideline where practicable and in accordance with the condition of the property and primarily, the availability of funds.

### The Objectives of the Accommodation Standards and Design Guidelines are:

- To provide as far as is practicable for support staff and residents an environment that is safe and without risks, in accordance with the Occupational Health & Safety Act 1985
- To provide accommodation that is part of the support system that enables people with a disability to live in the community with dignity and choice and to pursue individual lifestyles;
- To enhance the quality of Shared Supported Accommodation and to meet the needs of residents and their families in providing flexible community housing options;
- To encourage rigorous planning, budgeting, reporting and asset management to enhance the effective allocation of Government resources;
- To ensure that Departmental resources are used more effectively and to promote sustainable development;
- To ensure that housing conforms as closely as possible to universal design principles and is accessible for people with a range of different types of disability;
- To provide a consistent approach to the design and construction of Shared Supported Accommodation for people with a disability; and

- To provide a definitive reference document that outlines the policy and legislative context for the design and construction of Shared Supported Accommodation.

### How do I use this Guideline?

The Accommodation Standards and Design Guideline replaces the previous Office of Housing, *Housing Standards Policy Manual - Community Residential House Standards Version 1.0* which was produced in 1998. Changes in legislative requirements and Government policy regarding the provision of services for people with a disability has meant that the previous document is out of date. The updated document provides a new Accommodation Standards and Design Guideline, which addresses the legislative and policy changes.

The Accommodation Standards and Design Guideline has six sections that provide guidance on the processes and approvals necessary for the planning, purchase, design and construction of Shared Supported Accommodation. Each section is designed to stand alone as may be appropriate. However, the document should be used as a collective guide when commencing any project to provide new, or upgrade existing Shared Supported Accommodation. The document must also be used in conjunction with the relevant Departmental policies, legislation, The Building Code of Australia, Australian Standards as referenced and the Department of Human Services Fire Risk Management Guidelines numbers 7.1, 7.2, 7.4 and 7.5. These can be found at [www.dhs.vic.gov.au/capdev](http://www.dhs.vic.gov.au/capdev)

### The Sections of the Accommodation Standards and Design Guideline relate to:

1. Property Purchasing and Site Selection
2. Accommodation Models
3. Common Design Standards, which includes:
  - o The Building Form and Character
  - o Common Design Standards for Outdoor Areas
  - o Common Design Standards for Indoor Areas
  - o Common Design Standards for Interior Design Standards
4. Specific Design Standards
5. The Standard Building Specification
6. The Appendix, which includes:
  - o Standard drawings - plans
  - o Check Lists and Approval Forms
  - o Australian Standards, regulations and codes

The guidelines are available in both hard copy and electronic format, via the Departmental web site, at [www .....](http://www.....) (address to be provided when established)

The standard drawings are available in electronic format. These will be provided to Architects who have been appointed by the Department, to assist in the preparation of documentation. The checklists and forms can be copied for use directly from the Accommodation Standards and Design Guideline, or downloaded in electronic format. The document is available for use by (but not limited to) Design Consultants, Departmental officers, Regional staff and community residential support staff. The Guidelines and the standard drawings

have been produced to assist in the design and construction of Government owned properties only.

### What is the Policy and Service Context for the Guideline?

The "Victorian State Disability Plan" outlines the Government's vision for the provision of services for people with a disability. The plan has been developed in consultation with people with a disability, their families, staff, service providers, community groups and Local, State and Commonwealth Government Departments. The plan outlines an approach to the delivery of services, which is based on the principles of rights, dignity, choice and achieving social justice and inclusion.

The Victorian Government's policy is to provide a range of support services to enable the needs of people with a range of disabilities to be met. The plan looks at all aspects of life for people with a disability, including the provision of appropriate Shared Supported Accommodation.

The "State Disability Plan" provides the Government's policy and service delivery context within which this document, the *Disability Services Accommodation Standards and Design Guidelines - for the provision of Shared Supported Accommodation*, is to be read.

Anyone accessing this Accommodation Standards and Design Guideline should be familiar with the "State Disability Plan" and the "Victorian Standards for Disability Services", Disability Services Division, DHS.

### What is the Health, Safety and Wellbeing Policy?

The Department of Human Services via the "Health, Safety and Wellbeing Policy" is committed to creating a safe and productive workplace through improving health, safety and wellbeing at work.

Central to achieving a safe work environment in the provision of Shared Supported Accommodation is the prevention of workplace risks to the health, safety and wellbeing of staff and residents.

The "Accommodation Standards and Design Guidelines - for the provision of Shared Supported Accommodation" has been developed in consultation with a broad range of stakeholders to promote a healthy and safe environment for residents and staff in newly constructed Shared Supported Accommodation. The document will be reviewed on a regular basis.

### Occupational Health and Safety Issues to consider

Many OH&S issues can be eliminated by careful attention to the design and detailing of accommodation options. The use of the Accommodation Standards and Design Guidelines should assist in ensuring that OH&S risks are not built into a facility. For example, manual handling processes and occupational assault can be directly affected by design decisions. The WorkSafe Victoria publication "DESIGNING WORKPLACES FOR SAFER HANDLING OF PATIENTS /

RESIDENTS" is a good general reference of issues and solutions. OH&S risk control principles, established by the health and safety industry, should be referred to when undertaking the design of Shared Supported Accommodation. These require that a risk be controlled as far as is reasonably possible, taking into consideration the severity of the risk and the cost of controlling the risk. The hierarchy of controls are assembled by considering the most effective control first, decreasing to the least effect. When faced with a risk control decision, the first thing to do is decide if the risk can be eliminated. If the risk cannot be eliminated the other controls are considered for practicability. These controls, in order, are:

- Elimination
- Substitution
- Isolation
- Engineering
- Administration
- Personal protection equipment

### What is the relevant Legislation?

The *Disability Services Accommodation Standards and Design Guidelines - for the provision of Shared Supported Accommodation* references a number of Acts of Parliament and Australian Standards. This legislation and the Australian Standards set out the minimum requirements, which must be achieved when planning, designing and constructing Shared Supported Accommodation.

The principal Acts are those listed below. However a full list of legislative requirements and the relevant Australian Standards, regulations and codes are outlined in Appendix 6 of this document.

Intellectually Disabled Persons' Services Act 1986

Disability Services Act 1991

Occupational Health and Safety Act 1985

Building Code of Australia

The Building Act 1993

### How Can Government Assets be Managed Appropriately?

Disability Services Division is responsible for the planning, management and maintenance of the physical resources under its control. The Division is bound by the Whole of Government Asset Management Policy, Principles and Guidelines, which require that government assets be managed responsibly and cost effectively for the life of the asset, (that is from planning and development through to disposal).

This document forms a part of the Division's strategy to ensure responsible management of its assets and meet its Government commitment. As such, it is

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imperative that the planning and development of any new facility, or the redevelopment and refurbishment of any existing facility, is undertaken within the context of this policy and that prior approval be sought through the Disability Services Division before the commencement of any capital works.

In addition, a Maintenance Guidelines is being developed. The Maintenance Guideline is to be used to ensure the appropriate maintenance and management of the Division's assets. This Guideline also forms a component of the Division's Asset Management Plan.

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## **Disability Services**

### **Accommodation Standards and Design Guidelines**

#### **Section 1:     Property Purchasing and Site                          Selection Guidelines**

**What General Considerations are there?**

When selecting a site for potential new Shared Supported Accommodation, (SSA) site selection and access to public and community services, must be taken into account.

Ideally sites shall be as level as possible to enable the construction of single storey buildings with level floors. This is an important consideration to enable buildings to be designed for access.

**Criteria for Site Selection**

It should be noted that the selection of a site is to be approved by the Capital Development Unit, Disability Services Division, prior to any site purchase. Refer to the Site Selection Checklist in Appendix 6 for the appropriate approval form.

It is preferred that the slope of the site be no steeper than 1:40

(Note - Diagram A.1 Adjacent - photograph to depict good example of flat site etc)

The following table outlines the general requirements for site selection and the issues that are to be considered when planning for the purchase of a new site. The purchase of any site in the name of a Government Department must be undertaken in accordance with strictly defined requirements. Sites purchased by the Government, including Shared Supported Accommodation, must be undertaken in accordance with Land Monitor purchasing guidelines and processes. The Valuer General requirements and the Government of Victoria Policy and Instructions that sets out compliance for the acquisition and sale of land.

(Refer to the Checklist in Appendix 6 for specific requirements and the accompanying approval form that must be submitted to the Capital Development Unit, Disability Services Division, for approval PRIOR to the purchase of any site).

Table No. 1 Site Selection Criteria for New Shared Supported Accommodation

CRITERIA	COMMENTS
----------	----------

1.1 Standard House	Property size should preferably be at least 650m <sup>2</sup> minimum however site considerations such as corner blocks, block shape etc can influence whether properties below 650m <sup>2</sup> are viable
4 Bed & Sleepover	

1.2 Standard House	Property size should preferably be at least 700m <sup>2</sup> minimum however site considerations such as corner blocks, block shape etc can influence whether properties below 700m <sup>2</sup> are viable
5 Bed & Sleepover	

1.3 Standard House	Property size should preferably be at least 750m <sup>2</sup> minimum however site considerations such as corner blocks, block shape etc can influence whether properties below 750m <sup>2</sup> are viable
6 Bed & Sleepover	

1.4 Split Units	Property size should be preferably 800 - 850m <sup>2</sup> to allow separate pedestrian and vehicle access to both units
5 to 6 Beds & Sleepover	

1.5 Multi Units	Property size should be preferably 800 - 850m <sup>2</sup> to allow separate pedestrian and vehicle access to both units
5 to 6 Beds & Sleepover	

1.6 Large Shared House	Property size should preferably be at least 1500m <sup>2</sup> minimum however site considerations such as corner blocks, block shape etc can influence whether properties below 1500m <sup>2</sup> are viable
8 Beds & Active Staff	

2.1 Fall on properties	Flat sites (1:40) are preferable; however, slightly undulating sites should not be totally dismissed. Generally blocks that slope from the rear of the property to the front or across the rear property are preferable to a property that slopes from front to rear.
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2.2 Privacy	The property should have reasonable privacy from neighbours, especially to outside activity areas.
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2.3 Density	Discretion should be applied when considering properties that either adjoin or are in close vicinity to high density developments especially in regards to potential overlooking, outlook and overshadowing issues.
-------------	---

2.4 Accessibility	It is preferable the area should be serviced by a footpath adequately finished to allow for wheelchair use and for use by people who have ambulatory concerns. The footpath should be connected to the primary entrance via a path with a maximum gradient of 1:20. In areas & estates where there are no sealed roads, footpaths and gutters each property should be assessed on its merits and the specific residents' requirements.
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2.5 Zoning	Sites must be zoned residential.
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2.6 Location	Common sense should be applied when considering the position of a proposed site in the street eg. Corner or single fronted block. Irregular shaped blocks should be assessed to ensure maximum site utilisation is achieved. A court location for a site should be carefully considered before final selection occurs.
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<b>3.0 SERVICES</b>	
<b>3.1 Community facilities</b>	Community facilities, such as shops, parks and gardens and medical facilities should preferably be within reasonable walking distance. This may prove difficult in rural and some outer suburban areas.
<b>3.2 Transport</b>	Consideration is to be given to accessibility and availability of supplementary services. (i.e. Public transport)
<b>3.3 Utilities</b>	Availability of utilities such as water and electricity is mandatory. Services such as gas and sewerage are also highly desirable however it is recognised that in some outer suburban and rural areas this is not practicable.
<b>4.0 COSTS/BUDGET</b>	
<b>4.1 Purchase budget</b>	The Executive Director, Disability Services has set a limit for the purchase of a property. The purchase of a property exceeding the set maximum purchase limit requires the approval of the Executive Director, Disability Services Division. Applications for increased funding are to be accompanied by a detailed justification and be forwarded to the Director, Budget and Resources, Disability Services Division.
<b>5.0 CAUTIONARY MATTERS</b>	
<b>5.1 Other DHS Programs</b>	Cross referencing with other DHS Program areas should occur at a regional level to ensure that the potential property is not located in close vicinity to other funded residential services. It is the intention of DHS to not saturate a geographical area with Shared Supported Accommodation.
<b>5.2 High traffic areas</b>	When considering a property located on a busy road/highway careful consideration needs to be given to the residents profile, availability of off street parking including the capability of providing turning circles in driveways and the ability to set the residence further back on the property to redress potential noise issues.
<b>5.3 Industrial areas</b>	The property should not be located in a heavy industrial area and/or areas prone to industrial pollution. Light industrial areas may be considered in special circumstances.
<b>5.4 Contaminated sites</b>	Suspect sites, such as light industrial workshops and truck depots, should be thoroughly investigated prior to purchase. Soils tests should be organised as well as enquiries through local authorities to further ascertain the previous history of the site.
<b>5.5 Mining activity</b>	When inspecting properties in rural areas with a mining history, soil tests should be organised and enquiries made through local Council and the Department of Sustainability and Environment who will provide advice on any mining activity in the area.

<b>5.6 Flood prone areas</b>	Sites should not be located in areas that are prone to flooding and investigation of the "100 year" flood level should be made through the local Council.
<b>5.7 High voltage power lines</b>	Sites that are directly under or in close proximity to high voltage power lines are not recommended.
<b>6.0 ASSESSMENT</b>	
<b>6.1 Assessment</b>	When purchasing a property with an existing house careful consideration needs to be given to the development options. A comprehensive assessment (arrange via Capital Development Unit, DSD) needs to be undertaken to assess whether the house would be suitable for adaptation or alternatively whether demolition of the house can be justified to construct a new purpose built accommodation that may offer better outcomes.

**What are the Planning Requirements?**

Shared Supported Accommodation, including respite accommodation and Larger Shared Housing are classified as Class 3 buildings under the Building Code of Australia. While planning schemes produced by Local Governments cannot prohibit the use of a dwelling of up to ten habitable rooms in a residential area for use as shared housing, the Department does practice a good neighbour policy and seeks endorsement from Local Governments for the planning and development of Shared Supported Accommodation.

The Department is bound by *Rescode* and Architects are required to ensure that all appropriate approvals have been sought in writing from Local Councils prior to the commencement of planning and construction of any project. The Architect must factor the time required to obtain such approval into the development program.



## Disability Services

## Accommodation Standards and Design Guidelines

### Section 2: Accommodation Plans

#### What Type of Accommodation Plans will be Suitable?

The following table provides a summary matrix of the types of accommodation plans to be used to provide Shared Supported Accommodation.

It is important that planning for new accommodation take into consideration the resident requirements and the Regional service planning needs, along with Departmental Policy when determining the most appropriate accommodation plan required in each instance.

Table No. 2 Accommodation Plans

Accommodation Plans	Standard Area FECA
4 Bed House & sleepover room	230m <sup>2</sup>
5 Bed House & sleepover room	250m <sup>2</sup>
6 Bed House & sleepover room	270m <sup>2</sup>
<b>Multi Units:</b> (Separate Kitchen & laundry per Unit and sleepover room located centrally)	
1 x 2 and 1 x 3 Bed Units	280m <sup>2</sup>
2 x 3 Bed Units	295m <sup>2</sup>
<b>Split Units:</b> (Shared kitchen and laundry, plus kitchenette - when appropriate, and sleepover room located centrally)	
3 + 2 Bed Units	270m <sup>2</sup> (additional 2m <sup>2</sup> for kitchenette)
3 + 3 Bed Units	285m <sup>2</sup> (additional 2m <sup>2</sup> for kitchenette)
Larger Accommodation Unit	TBD
Respite facility	TBD

Note: These areas exclude the external services area, (for the heating plant etc.)

Note: FECA refers to "fully enclosed covered area" and is the measurement of the total floor space in m<sup>2</sup> enclosed by the internal face of the perimeter walls.

#### What do the Plans Generally provide

The accommodation Plans are designed to provide a mixture of facilities. Throughout the text, reference is made to "ambulant" and "assisted" facilities, please refer to the Definitions for the meanings of these terms.

Generally the plans provide:

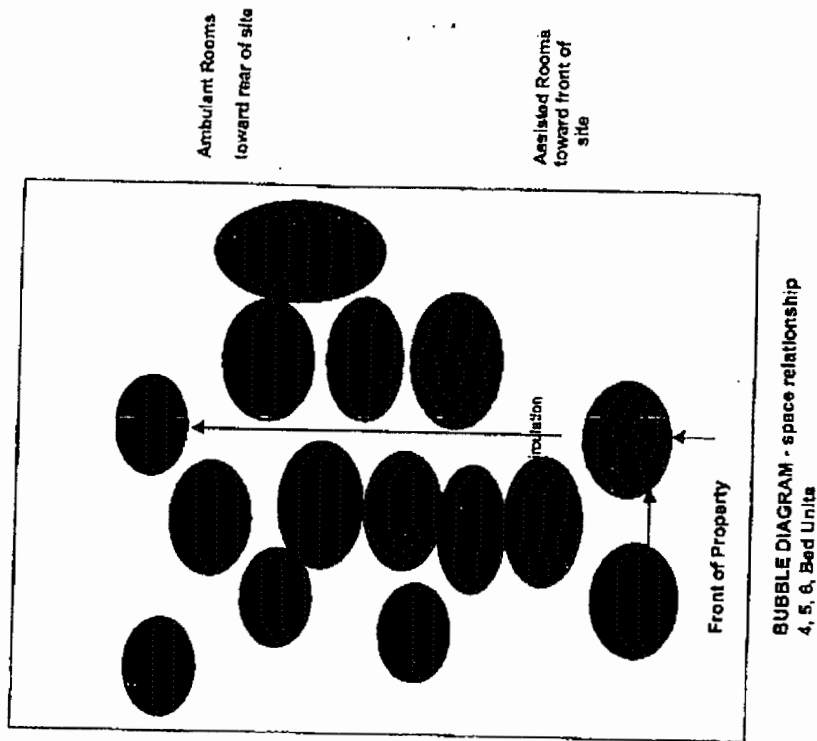
- Facilities for both ambulant and non ambulant residents and can cater for residents with particular needs, eg, challenging behaviours;

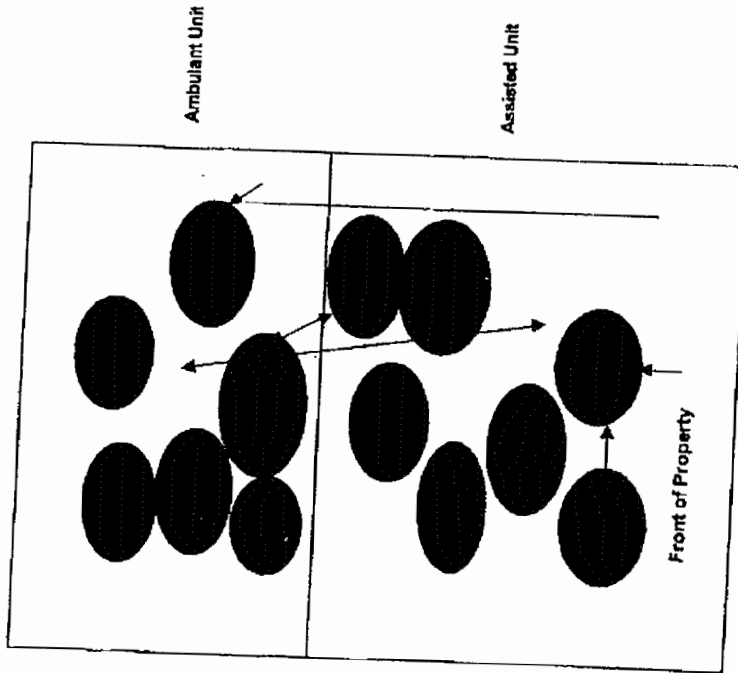
- Facilities for up to 3 wheelchair dependent residents, (this is a guide only). The wheelchair dependent residents generally require assistance with day to day living needs;
- "Assisted" facilities for less able residents. The assisted facilities are located closer to the front (primary) entrance of the 4, 5 and 6 Bed Houses. For multi or split units, the front unit is normally established as the "assisted", (non ambulant) unit and the rear unit is the ambulant unit;
- A sleeper room for staff, located centrally. For multi unit and split units located in the "assisted" unit. This is to enable staff to be closer to where assistance needs to be provided more frequently; and
- The kitchen in the "assisted" unit for split units. A kitchenette may be provided in the second or "ambulant" unit where practicable

#### Functional Relationships

The following Relationship Diagrams show the general plan of the assisted and ambulant spaces. These diagrams are a guide only, though it is recommended that they be used during the planning and design process.

Accommodation Plans Diagram 1





BUBBLE DIAGRAM - space relationship  
Split Units

## Disability Services

## Accommodation Standards and Design Guidelines

### Section 3: Common Design Standards

## OUTDOOR AREAS

### What to think About Generally

A site plan must be developed in parallel to the building being designed.

Site planning is to address all the functional requirements, and is to include:

- Access to the site and proposed building(s), including the location and gradient of paths and driveways;
- Locations and details of proposed fencing, gates and letterbox;
- Location and details of proposed services such as fire hydrants, gas mains and electricity boxes to ensure that they are placed aesthetically, do not conflict with residential pathways and are screened from street view;
- Location of service yards and outdoor areas including the locations for clotheslines, rubbish bins and garden sheds;
- Proposed landscaping, indicating areas for planting, paving or grass;
- Outdoor recreation areas.

### What Access is required to Accommodate People of All Abilities?

Refer to the Building Code of Australia (BCA) for the requirements of a **Class 3 Building**.

All paving, ramps, entrances and common recreation areas shall be fully accessible and designed to comply with Australian Standard, Design for Access and Mobility, AS 1428.2.

In exceptional circumstances where the BCA requirements cannot be fully met, a Building Modification must be applied for. A Building Modification may only be sought following written approval from the Capital Development Unit, Disability Services.

### How should Entrances be Designed?

For all buildings the main front (primary) entrance and secondary entrance shall be clearly identifiable and must be provided with:

- A roofed (and preferably sheltered) area immediately outside the main front and secondary entrances;
- A hard surfaced landing area at the main front and secondary entrances of minimum size 1550 x 1550 mm;
- A maximum 1:40 cross fall to landings to ensure drainage of water;
- A smooth transition from landings to the inside of dwellings, (no lip);
- Lighting controlled by a switch and movement sensor. Entrances must be well lit.

Residents should be able to see out - provide visibility from within the dwelling through a window or fish eye lens, (where obscure glass is used) at the main front (primary) entrance.

Recessed doormats shall not be provided to any entry.

Provide a level transition between the dwelling drop off point (eg. car space or car port) and the main front (primary) entrance.

It is preferable not to provide ramps to the main front (primary) entrance and the design of the dwelling House should avoid this where possible.

### Paving and driveways

Provide continuous, hard-surfaced pathways with a minimum unobstructed width of 1200mm and a clear height of 2000mm as follows:

- from the boundary/gate to main front (primary) entrance (front door) and secondary entrance (where practicable, this may be incorporated in the driveway);
- to the clothesline and garden shed;
- to any external undercover areas;
- between doorways that are required to be linked externally.

Paving shall be designed to ensure that:

- It follows the shortest and most obvious route;
- It has a reasonably level surface with good slip resistance in all weather conditions;
- has a maximum of 1:40 cross fall to ensure water drainage;
- has level joints, (no lips or steps);
- is no steeper than 1:20;
- That the ground either side is firm and level for a minimum of 600mm width;
- do not use high cost feature paving (eg brick edged);
- minimise paving to service areas, and areas requiring infrequent access, (eg to heating Houses and electricity boxes).

Where required to assist residents, handrails, in compliance with AS1428.1, Australian Standard, Design for Access and Mobility, may be provided to pathways. This requirement is to be determined in consultation with support staff during the planning phase.

Provide a hard-surfaced driveway from the public roadway to the dwelling car park/carport wherein:

- the gradient must be no steeper than 1:20 if intended for pedestrian use;
- drivers must have good visibility from the driveway;
- for narrow or busy streets it may be necessary to provide a reversing bay to allow vehicles to be turned on site;
- driveways must have a minimum entry clearance of 4000mm, (to assist with the backing of large vehicles such as mini buses).

If required, provide contrasting paving colours and surface textures to differentiate between vehicular and pedestrian access to assist residents with vision impairment. This requirement should be determined through consultation with support staff and would depend on the needs of the residents.

### **What Car parking and Carport is Required?**

Provide a large, single mini bus sized sheltered drop off point adjacent to and with covered access to the front main entrance of the dwelling.

For interlinked multi unit developments, a sheltered drop off is to be provided to the highest dependency or "assisted" unit, (which is usually the unit nearest to the street). Where space allows, a standard size car space is to be provided adjacent to the front main entrance of other unit(s).

The sheltered drop off shall:

- be level (maximum gradient 1:40) and hard surfaced;
- have a minimum depth of 7500mm and minimum width of 4500mm and a minimum height clearance of 2700mm;
- be located as close to the front main entrance as possible;
- have a level paved area to the rear of 1500mm to enable unloading of wheelchairs;
- allow for all vehicle doors to be undercover and opened without hitting walls, fences or posts;
- be well lit with a light controlled by switch and movement sensor, (and recessed to be flush with soffit);
- ideally be integrated with the main roof structure of the dwelling.

NOTE: DHS does not normally provide parking spaces for staff or visitors. Additional site parking may be provided, (if possible), where issues with street parking are identified. The approval of the Capital Development Unit, Disability Services is required for any proposed additional site parking.

### **Are Steps and Stairs Allowed?**

The site design shall endeavour to avoid the need for steps or other abrupt changes in level.

However, where changes in level occur, it may be preferable to provide steps and stairs in addition to ramps as certain residents with a mobility disability such as those who use a walking frame find them more practical to navigate. If such steps are to be designed then they must be designed as landings with a 750mm length. Wherever steps and/or stairs are provided, a ramp must also be provided. All paving and finishes on steps and stairs shall have a slip-resistant surface and have contrasting nosing strips.

The configuration of steps and associated handrails shall comply with AS1428.1, Australian Standard, Design for access and mobility.

### **Balustrades**

A balustrade shall be provided to any stairway, ramp, balcony, verandah or similar situation, which is greater than 900mm above the adjacent floor or ground level, in accordance with the requirements of the BCA.

Balusters shall:

- Be vertical to discourage climbing.
- Have no horizontal elements to the balustrade between 150 and 760mm above floor level
- Not be made of chemically treated pine. (Refer to building specification)

Provide handrails and kerb rails in instances where the change in level is greater than 190mm to ensure the safety of wheelchair users and people with mobility disabilities. The height of the handrail and curb rail is to comply with AS1428.1, Australian Standard, Design for access and mobility.

### **What Wheelchair Facilities are to be Provided?**

An area that is suitably paved and drained shall be provided for cleaning wheelchairs. This area may be provided adjacent to a hard-surfaced pathway. The paved area of a carport may be suitable for this purpose.

Locate the front or rear garden tap, as appropriate, adjacent to the area provided for cleaning wheelchairs. (Refer also to the section on the Garden Taps & Watering Systems)

An internal wheelchair storage area is provided, (refer to the section on Service Areas).

Provide an under cover, weatherproof GPO for scooter/ wheelchair battery recharging.

### **What Undercover and Other Recreation Areas are Provided?**

External recreation areas are to be provided for residents to enable them to enjoy the outdoor environment either alone or as a small group, (with other residents, family and friends).

Undercover areas and other recreation spaces:

- Should be designed to appropriately maximise the area of the site available for recreation and for the number of residents (refer table No. 3);
- For larger developments a number of undercover areas should be considered;
- Be clearly identifiable as outdoor recreation spaces;
- Provide ease of supervision by support staff;
- Provide ease of observation by support staff from kitchens and living spaces;
- Provide a practical area for use and include facilities such as a BBQ and outdoor settings;
- Narrow verandahs (ie less than 2000mm in width) are not to be designed as undercover areas;
- Should be designed as part of the main roof structure;
- Should not have flat roofs (for maintenance reasons)

- Should be relatively flat (maximum 1:100 fall), paved, no steps and with an even slip resistant surface easily traversable by a wheelchair;
- Should be well lit by lighting controlled by switch and motion sensor;
- Should be directly accessible from the primary living space with a clear pathway from the dwelling, (no lips or steps);
- Should be designed with an appropriate and usable orientation.

Table No.3 Undercover Recreation Areas

Accommodation Model	Outdoor Area Allowance
4 Bed House	14m <sup>2</sup>
5 Bed House	14m <sup>2</sup>
6 Bed House	16m <sup>2</sup>
<b>Mult Units:</b> (Separate Kitchen & laundry per Unit)	2 Spaces required
1 x 2 and 1 x 3 Bed Units	12m <sup>2</sup> each
2 x 3 Bed Units	13m <sup>2</sup> each
<b>Split Units:</b> (Shared Kitchen and laundry, plus kitchenette)	2 spaces preferable
3 + 2 Bed Units	24m <sup>2</sup> total
3 + 3 Bed Units	26m <sup>2</sup> total
Larger Accommodation Unit	25m <sup>2</sup>
Respite facility	TBD

## Landscaping

### How Should Gardens be Designed?

Provide a minimal maintenance garden design incorporating any existing, appropriate planting, taking into account the residents' needs. Landscaping is provided only for an area equivalent to that of a standard domestic block, (approximately 750m<sup>2</sup>). In instances where the land area is larger than this, (for example large rural blocks), landscaping is provided only for an area of 750m<sup>2</sup>. The remaining area is not to be included in the landscape plan and is the responsibility of the Region to manage and maintain.

The garden design shall:

- Be directed to outdoor recreation areas and only selectively to other areas;
- Not provide gardens in areas not used for outdoor recreation, or in areas that are under cover;
- Not provide gardens in low use areas such as service yards or narrow side pathways, (mulch with native grasses may be appropriate);
- Maximise the extent of lawned recreation space;
- Minimise the extent of formal high maintenance garden beds, particularly in the front yard. (Upkeep of such gardens is difficult to maintain);

- Design planting as shrubs, climbers and ground covers that are drought resistant, generally native, local species, and non poisonous;
- Include the planting of semi-mature trees in open spaces along boundaries and adjacent to neighbouring open space, allowing for growth over time;
- Take into consideration the need to provide shade in some areas and a pleasant outlook in other areas;
- Ensure minimal impact on the structural integrity of paving and the building;
- Incorporate raised garden beds where there is a predetermined need;
- Take into consideration the need to provide an area suitable for resident participation in growing vegetables / flowers.

Note: Retaining walls can be used to provide raised garden beds for non-wheelchair bound residents. (Chemically treated pine is not to be used).

### What Garden Taps and Water Systems are to be Provided?

Provide a domestic type, timer controlled watering system to garden beds.

Watering systems shall not be provided to lawn areas.

For larger sites in excess of 1000m<sup>2</sup>, (eg. in rural areas), consideration should be given to installing rainwater collection tanks for use on gardens or recycling grey water.

Taps shall be placed within landscape areas to facilitate connection to watering systems. Taps shall:

- Not be located in the middle of recreation areas, (eg. not in the middle of the lawn, to the side of a lawn area, against a fence is suitable)
- Not be placed on the walls of buildings (where hoses would need to cross paved areas)
- One tap to be provided to the front garden
- A minimum of two taps to be provided to the rear and side of the building
- Locate the front garden tap adjacent to the driveway/carport to enable the washing of vehicles and other equipment (such as wheelchairs, refer to section on wheelchair facilities).

### Leaf Guards

Provide leaf guards to dwellings where they are located close to mature trees and where a future need has been established.

### What Fences and Gates are Required?

Boundary fencing shall be a nominal 2000mm high from the ground, secure, and continue to the front of the property. Fencing should be raked to a height that is common to the local streetscape or, in the case of corner properties, as legally required.

The type and style of fencing shall be appropriate to the fencing styles of the neighbourhood. For security purposes, the fence framing should be on the

neighbours' side. (Where this is not possible, double pale or rails are to be filleted 45 degrees at the top edge).

Metal boundary fencing shall be used only where required to match existing adjacent fencing or where located in termite prone areas.

New boundary fencing shall be provided only where required. The suitability of retaining or modifying existing fencing, (eg addition of lattice extensions), shall be determined in consultation with staff and neighbours during the design phase.

In areas where additional privacy is desirable, the use of lattice extensions rather than solid fencing should be considered. Solid fencing above 1800mm should not be considered, unless absolutely necessary, as this type of fence can create a feeling of isolation.

Front fences shall:

- Be provided where adjacent to properties that are fenced;
- Be provided where they are deemed necessary to ensure the safety and security of the residents;
- Be of simple and cost effective type selected to blend with adjacent street fencing, if and when provided.

#### **Wing Fencing**

Wing fencing shall generally match the height and style of the boundary fencing. Consideration should be given to incorporating lattice into the overall height to soften the appearance of wing fences where highly visible from the street.

The use of metal fencing with lattice panels for short wing fences is acceptable where fences are highly visible from the street.

For residents with challenging behaviours, the site will need to be secured with an 2000mm high boundary fence with additional lattice where required for security or privacy, bringing the total height of the fence to a maximum of 2500mm. Provide wing fencing to 1800mm high with additional lattice where required to match the height of the adjoining fence. The need for security fencing must be determined in consultation with support staff during the design phase. A planning permit may be required by the Local Council for fencing higher than 2000mm.

#### **Gates**

Gates shall be galvanised steel framed, clad to match adjacent fence, and a minimum of 1020mm wide.

Gates on the designated fire exit path shall:

- Be provided with sturdy galvanised steel posts to enable the fitting of electronic strikes where required;

- Be fitted with key operated locks, keyed to dwelling master key system, in accordance with AS1428.1;
- Provide adequate circulation space on each side.

Gates to other service areas shall be lockable via pad bolt or keyed lock. The pad bolt/lock shall be keyed to dwelling master key system.

Gates shall not be provided to property entrances such as driveways, except where they are deemed necessary to ensure the safety and security of residents.

#### **What Else Must be Considered?**

##### **Garden Sheds**

A lockable 6m<sup>2</sup> steel storage shed with a concrete base shall be provided to each site. Ensure that the location of the shed meets the requirements of the residents and staff and that there is sufficient space to store garden equipment or personal belongings such as a bicycle.

For smaller more confined sites, the use of a compact wall mounted storage shed may be considered.

##### **Clothesline**

The number of clothes lines provided should be appropriate for the number of residents, the configuration of the dwelling units and available space.

All clotheslines shall be height adjustable. The clotheslines must be accessed from the laundry preferably without the need to cross over carpeted areas and without the need to traverse steps.

##### **Property Numbering**

Property numbering is required for all properties.

It must be clearly visible from the street.

Numbering shall be fixed to the mailbox and the front (primary) entrance security door or, (where doors are set back from view), to the front of the building.

##### **Mailboxes**

Provide one domestic style mailbox per property located on a hard standing area connected to an accessible pathway (where practicable, adjacent to the footpath). The mailbox is to be mounted at an accessible height between 800 and 1100 mm above ground level and in accordance with the requirements of the local post office. Confirm any specific requirements with support staff during the Design Phase.

All mailboxes must be sturdy and be able to be secured against theft of mail.

## The Building Form and Character

### What General Considerations are there?

The design and construction of Shared Supported Accommodation is to meet the objectives of providing safe, domestic-scale buildings that harmonise with the existing neighbourhood and meet the residents' need for outdoor recreation areas, privacy and security. Architects and designers must take into consideration the streetscape and design residential houses that are in keeping with the surrounding streetscape.

The design of Shared Supported Accommodation and selection of finishes and fittings must achieve a typically domestic, residential environment.

The design and construction of Shared Supported Accommodation shall comply with Rescode site analysis requirements and all applicable practice notes and standards. **It is the responsibility of the Architect to ensure that dwellings comply with all applicable legal (statutory, regulatory and code) and Departmental requirements.**

The dwellings must enable the accommodation of residents with a diverse range of abilities and create an enabling environment. It should be noted that the dwellings are also a place of work and must take into consideration occupational health and safety requirements for staff.

All new dwellings shall be of brick veneer, with concrete slab on ground, single storey and truss roof construction wherever practicable.

Limited use of other low maintenance materials for design elements may be considered. However, construction materials with an inherently high level of on-going maintenance cost should not be used in the construction of new dwellings.

Consideration should be given to the use of materials that have a lower environmental impact including embodied energy consumption, are recyclable or reusable. Generally, the intent of the Government's 5 star energy rating policies are to be met. Specific requirements will apply to class 3 buildings by 2005.

### What other Issues Must be Considered?

#### Termite protection

Termite protection of either stone chip barrier or a stainless steel mesh shall be provided to properties considered at risk from subterranean termites as determined by the building surveyor when application is made for a building permit.

Note: Due to health and re-application considerations, chemical treatments such as organo-phosphates shall not be used for termite protection.

A durable notice shall be permanently fixed in the meter box detailing the method of termite protection provided to the property, date of installation and the manufacturer's recommendations for the scope and frequency of inspections.

#### Security

Dwelling security should be considered when planning the placement of balconies, fences, trellises and landscaping elements.

#### Windows

The design of windows should allow for larger expanses of glass and good natural light, particularly in living spaces where the use of larger windows is preferred to that of a number of smaller windows. All areas should be designed to allow for maximum natural light, (including bathrooms and toilets).

Aluminium awning type windows are required to be used wherever practicable. Provide lockable window winders with shortened chains to limit their opening to a maximum of 150mm so as not to obstruct the passage of residents moving past the outside wall and to assist in maintaining residential security.

Consideration shall be given to window frame design to minimise heat loss and gain. Frames shall be capable of accommodating laminated safety glass 6.38mm as a minimum and up to 10.38mm laminated or toughened glass maximum, as required.

Fixed and ventilated windows shall be used in toilets. Openable sash windows are acceptable in bathrooms.

Window fittings that are easily gripped by the hand should be located at an accessible height for ease of use by residents and staff. (Hence awning windows and their lower latches are preferable). For wheel chair dependent residents, windows are to comply with AS1428.2, Australian Standard, Design for Access and Mobility.

Window sills to bedrooms should be a minimum of 600mm and a maximum of 820mm above finished floor level and a minimum of 300mm above floor level in other areas, (other than bathrooms and toilets). The positioning of windows must take into consideration the layout of furniture and allow for ease of access, outlook, privacy and the security of residents.

Note: It is preferable that security screens such as roller shutter screens or bars not to be fitted to windows. However, where staff have identified a specific need, they may be considered. Approval to fit such screens must be sought from the Capital Development Unit, Disability Services Division in consultation with Community & Individual Support Branch, DSD.

#### The Use of Glass

The use of glass in potentially hazardous, such as low level areas, should be



avoided.

All glazing shall be laminated glass of a minimum 6.38mm thickness.

For residents with challenging behaviours, (for example, noisy), provide 10mm toughened glass with 3M Safety and Security Film. Where residents may disturb neighbours, fit 10 mm toughened glass with 3M Safety and Security Film, (where determined necessary and only to the appropriate windows to reduce noise transmission).

Provide a toughened glass observation panel to bedroom doors where approved.

#### **Obscure glass**

Provide obscure glass to the following areas:

- Side lights to front entrance doors
- Bathrooms and shower room windows
- Toilet windows
- Other windows where privacy may warrant obscure glass

#### **Flywire screens**

All fixed vents and openable windows shall be fitted with flywire screens.

#### **External doors**

The main front, (primary) and designated secondary fire exit shall be considered as a primary and secondary means of exit from the dwelling in cases of emergency and must be readily openable without a key (at all times) from the side that faces a person exiting the dwelling. The primary and secondary fire exit doors must be identified and agreed with the Capital Development Unit during the early design phases of the project. These doors must be fitted with an appropriate door strike that meets the exit requirements. (Refer to the Fire Risk Management Guidelines and the Standard Construction Specification.)

All external doors shall:

- be capable of being locked against unauthorised exit where such is deemed appropriate, and if a prescribed primary or secondary fire exit, be fitted with an appropriate door strike that makes this possible;
- must be wide enough to allow for clear passage (900 mm) of residents in wheel chairs or residents who require assistance;
- The threshold of all doors must provide a smooth transition between spaces, (no lip);
- A smooth transition must also be provided at the threshold of sliding doors, (such as those that open to outdoor recreation areas from living spaces) – refer to the Standard Construction Specification for "sill less" detail for sliding doors;
- Sliding doors shall be capable of being opened by all users, (with the

maximum force required to do so, in accordance with AS1428.1).

Entry doors shall be solid core doors and shall be fitted with solid door stops. It is preferable that entry doors have glazed sidelights.

Note: Sidelights or glazed panels would usually be of obscure glass for privacy.

Ensure that external doors and corresponding security doors are hinged on the same side. When planning the dwellings, consider the swing of the external door and ensure that it corresponds with the path of approach from the covered carport.

Note: Door closers shall not be fitted.

#### **Weather seals**

All entry doors shall be draught free and include weather seal protection, such as draft and water excluding device, to the bottom of the door.

#### **Security and flywire doors**

A steel security door with heavy-duty woven stainless steel mesh and cabin hook (to enable the door to be held open) shall be fitted to the main front (primary) entrance and to external doors as required. Refer to the Standard Construction Specification for details.

Sliding flywire screens of commercial quality shall be fitted to sliding external doors. Refer to the Standards Construction Specification for details.

#### **Internal doors**

Internal doors shall:

- Generally be semi solid core doors with hardboard facings in timber jambs;
- Hinged doors are preferred except where, to provide adequate access or circulation space, a sliding door is required;
- Shall be fitted with solid doorstops;
- Be a minimum of 920 mm wide, (swing door) and 1050mm wide, (sliding door – clear width of 950mm).

Where required for residents with challenging behaviours, and as determined through consultation with support staff, provide solid core doors with strengthened steel door frames and three hinges and a solid door stop.

Bathroom and toilet doors shall be either openable from the outside or provided with hinge pins readily removable from the outside if the door swings inwards, or shall be sliding doors with commercial quality track rollers, lock box and guide.

Sliding doors may be fitted to built-in cupboards where circulation space is limited. (Refer also to section on storage spaces.)

Note: Provide piano hinges to kitchen cupboard and other cupboard doors where a need has been established, such as in a dwelling with residents with challenging behaviours.

Glazing in glass doors or in doors with glass panels, where its use cannot be avoided, shall be protected from impact. Full height glazed doors shall be clearly marked at both mid level, 900mm and eye level, 1200mm (to accommodate residents who use a wheelchair). It is preferable that internal doors, (where glazed), be  $\frac{3}{4}$  glazed only.

#### Door Protection

Doors and door jambs that are susceptible to frequent impact and damage must be protected. Kick plates 450mm high may be fitted to doors (both slides) where required. Kick plates are to be colour coordinated. Corner plates are to be fitted to door jambs where required and also colour coordinated. (Refer to the Standard Construction Specification for details).

#### Door furniture

All door handles and hardware are to be in accordance with AS1428.1, *Australian Standard, Design for Access and Mobility*.

Provide lever type door handles operable with one hand fitted at a height of between 900mm and 1100mm, (1000mm preferred) from finished floor level.

Provide D-pull handles a minimum size of 150mm to all sliding doors and wardrobes, and 100mm to drawers and cupboards, located towards the top of below bench cupboards and towards the bottom of overhead cupboards.

#### Wall and ceiling linings

Wall and ceiling linings shall be non-combustible. Ceiling framing must be strong enough to accommodate lifting hoist tracking where it is installed.

The installation of 9mm thick Villaboard wall cladding is standard for all dwellings. The use of 6mm thick Villaboard and plasterboard wall cladding may be acceptable for use in some areas such as behind cupboard joinery in kitchens and laundries. (Refer to the Standard Construction Specification for details of the appropriate material to use in specific areas).

Passages may be fitted with bump rails or wall vinyl, to protect the walls from damage by a wheelchair or other mobility aids. A textured hand guide may be designed as a Dado rail to assist residents with a visual impairment. The requirement for such finishes must be determined in consultation with support staff during the design phase.

External corners that are susceptible to frequent impact and damage shall be protected to 900mm, (dado height) above finished floor level with angle protection strips to match the wall colour. Refer to the Standard Construction Specification for details.

#### Lighting

Generally, all dwellings are to be fitted with circular fluorescent lights. Whilst the specific details are outlined in the Standard Construction Specification, the following table indicates the general requirements for a typical 5 Bed Unit and is provided as a guide to designers:

Table No. 4 Lighting Requirements for a Typical 5 Bed Unit

Location	Lighting Required	Number of lights
Small Living Room (17m <sup>2</sup> )	32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	2
Large Living Room (24m <sup>2</sup> )	32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	2
Meals area (10m <sup>2</sup> )	32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	1
Bedrooms (13m <sup>2</sup> )	32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	1
Sleepover room (14m <sup>2</sup> )	32 W Circular fluorescent 390 mm diam diff (2,500-3000K) separate switching	2
Kitchen (13.5m <sup>2</sup> )	1 x 36 batten fluorescent light to underside of overhead shelf House 32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	1
Laundry/store/WCS (7.5m <sup>2</sup> )	LW 50FP 50 watt low voltage down lights	2 over sink
Large Bathroom (12m <sup>2</sup> )	50 watt 55 degree bulb low voltage down light	1 over bench
Small Bath/shower	22 W Circular fluorescent 300 mm diam diff (2,500-3000K)	1 each
Hand basin area (3 way bathroom)	2x18watt FAC REF D/Light	2
Ensuite to sleepover	Large 1XL Tastic (type) 22 W Circular fluorescent 300 mm diam diff (2,500-3000K)	1
Passages	Small 1XL Tastic (type) 2x18watt FAC REF D/Lights	1
	Solar tube	1
	22 W Circular fluorescent 300 mm diam diff (2,500-3000K)	1
	32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	4 for 28 m run
	Provide Solar tubes in areas where there is no natural or borrowed light	

Front Porch	from other areas
32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	1
Rear Porch	
32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	1
Recreation area	
32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	1 or 2 depends on area
Single large carport	
32 W Circular fluorescent 390 mm diam diff (2,500-3000K)	2
External to yard	
Parafloods motion sensor activated with manual override	1 or 2

Exterior light fittings complete with movement sensors shall be provided to the front and rear entrances and carport. Light fittings in carports shall be positioned so as not to impede vehicle clearance and to provide illumination at the side and rear of the vehicle where passengers disembark.

For residents with vision impairment, provide for potential general illumination levels of 300 lux and task lighting of 600 lux. This should apply to all units to accommodate changes in the needs of residents and the arrival of new residents with specific needs. Specific lighting requirements are to be determined in consultation with support staff at the design phase.

Light switches shall be large rocker panel type with a recommended width of 35 mm, mounted between 900mm and 1100mm above finished floor level in line with and, where practical, adjacent to the door handles. Provide light switches of a contrasting colour to the walls.

Light fittings and ventilation fans in bathrooms and toilets shall have a separate switch.

## INDOOR AREAS

### What needs to be Provided Generally?

Shared Supported Accommodation must provide a home like environment that balances the needs of the residents, the work requirements of support staff, safety and security (particularly fire safety) and meets occupational health and safety requirements.

Architects must be aware of the requirement to achieve a minimum energy efficiency rating to meet the Intent of the Government's energy rating requirements and shall take this into consideration when determining the size, shape and location of windows and doors to all rooms, but particularly bedrooms, and to the positioning of furniture, drapes and circulation space for wheelchair access.

### What are the Functional Zones of Dwellings?

Table No. 5. Summary of Spaces

Functional Zone	Space
Shared Spaces	Living areas (large living area and small living area)
	Meals areas
	Circulation space
Private Spaces	Bedrooms
	Sleep over
	Quiet lounge/Seclusion
Wet Areas	Kitchen
	Kitchenette
	Bathroom (assisted)
	Bathroom (ambulant)
	Ensuite (sleep over)
	Toilets (assisted/disabled/ambulant as required)
	Laundry
Service Areas	Storage
	Wheel chair store
	Drugs cupboard

## Shared Spaces

### What Living Areas are to be provided?

Generally for 4, 5, and 6 Bed Houses two living areas are provided, the size and configuration is dependent on the number of residents and on their specific needs.

The living areas shall approximate, but be no less than:

Table No.6 Space Requirements for Living Areas

Accommodation Model	Living Area & Meals combined	Second Living Area
4 Bed House & sleepover room	28m <sup>2</sup>	16m <sup>2</sup>
5 Bed House & sleepover room	34m <sup>2</sup>	17m <sup>2</sup>
6 Bed House & sleepover room	36m <sup>2</sup>	18m <sup>2</sup>
<b>Multi Units:</b> (Separate Kitchen & laundry per Unit and sleepover room located centrally)		
1 x 2 and 1 x 3 Bed Units	26m <sup>2</sup> (2 Bed) & 28m <sup>2</sup> (3 Bed)	-
2 x 3 Bed Units	28m <sup>2</sup> (each Unit)	-
<b>Split Units:</b> (Shared kitchen and laundry, plus kitchenette)		
3 + 2 Bed Units	Assisted House (3 bed) 32m <sup>2</sup>	Ambulant House (2 bed) 26m <sup>2</sup> (plus 2m <sup>2</sup> for Kitchenette)
3 + 3 Bed Units	Assisted House (3 bed) 34m <sup>2</sup>	Ambulant House (3 bed) 28m <sup>2</sup> (plus 2m <sup>2</sup> for Kitchenette)
Larger Accommodation Unit	TBD	
Respite facility	TBD	

Where a dwelling is used to accommodate several residents, (i.e. more than 3) who use a wheelchair, additional circulation space of up to 3m<sup>2</sup> may be provided to ensure sufficient circulation space for multiple wheelchair manoeuvrability. The second living area should be sufficient to provide a quiet area for residents to receive visitors or participate in a small group activity.

Additional requirements for living areas:

- Consider the layout, position and size of television units and other pieces of furniture to ensure that adequate wall space is available to accommodate these items;
- Consider the need to be able to open curtains, and the effect that open curtains will have on the layout of living spaces;
- Determine whether there is a need for direct access from living spaces to exterior recreation areas. Swing/sliding doors may be incorporated into the window units where such access is justified;
- In the second (small) living space it may be appropriate to provide surface mounted (3/4 glazed) sliding doors to separate the space and provide privacy. The need for such sliding doors must be determined in consultation with support staff during the design phase.

### Meals areas

The meals area shall be sufficient to seat all of the residents and staff and shall be provided as an open link space between the main living area and the kitchen. (Refer to the combined areas as in Table No.6).

Ensure that the meals area has a uniform floor covering, (non slip flooring where required), as transitions from one floor covering type to another (such as vinyl to carpet), in a meals area can be difficult for wheelchair reliant residents to negotiate.

Where a dwelling is used to accommodate several residents who use a wheelchair, additional circulation space of up to 3m<sup>2</sup> may be provided to ensure sufficient circulation space for multiple wheelchair manoeuvrability.

### Circulation Spaces

Passages shall be a minimum of 1500mm wide. Door approaches shall comply with AS1428.2, *Australian Standard, Design for Access and Mobility* where this is required for residents' needs. Door approaches in areas for staff or where clients are not reliant on mobility aids, may not need to comply with AS1428.2. Generally there is a mix of residents sharing a dwelling. As such, to achieve both flexibility of use and economy of construction, it is appropriate that those areas used by clients that are not reliant on mobility aids not necessarily be designed to comply with AS1428.2, *Australian Standard, Design for Access and Mobility*.

Handrails shall be provided to internal passages and circulation areas to assist residents with mobility disabilities. They shall be provided to comply with AS1428.1, *Australian Standard, Design for Access and Mobility*.

## Private Spaces

The Victorian Disability Service Standards are the minimum operating requirements for government and funded non-government disability service providers in Victoria and are based on national disability standards.

"Standard 4: Privacy, dignity and confidentiality in all aspects of his or her life is recognised and respected" is an important Standard to consider in the provision of Shared Supported Accommodation.

### What do Bedrooms need to Provide?

Bedrooms for residents shall not be accessed directly from another bedroom, kitchen or other utility area.

Bedrooms for all residents shall be approximately, but no less than 13m<sup>2</sup> with a minimum dimension of 3250 mm in order to provide sufficient circulation space for a resident with a mobility aid.

A full height built-in wardrobe (minimum 1500mm wide x 600 mm deep) with adjustable hanging rod, adjustable shelves and four-drawer insert shall be provided in each bedroom. Wardrobes should not encroach onto required latchside clearance of doorways intended to be accessed independently by residents in wheelchairs. Hinged doors on wardrobes are preferable to ensure access to the wardrobe space. Ensure that any overhead space is maximised and made available for storage.

**Note:** Built-in wardrobes are to be included in the calculation of the minimum bedroom sizes. (Refer to the Standard Drawings).

The layout of bedrooms:

- Is to allow for the bed to be placed at right angles to the wall with clearance space provided either side so that beds are accessible from both sides. (Bedroom layouts remain flexible, but this configuration is to be allowed for at all times. Refer to standard drawing layout);
- Allows for a double GPO to be located close to the bed to allow for an electrically operated bed to be installed if necessary;
- Allows for a double GPO and television point to be located diagonally opposite the bed for a television and other electronic equipment.

Bedrooms that have been identified for residents with noisy or challenging behaviour should be located away from neighbours where possible. It is preferable in this instance to avoid facing windows toward a neighbouring house or alternatively, treat the window with appropriate acoustic insulation. (Refer to the section on glazing and the Standard Construction Specification).

Bedrooms may have a lockable door, depending on the privacy/security needs of the residents. The door, however, must always be openable without the need to turn a snib or key from the bedroom side of the door.

### What does the Sleepover Room Provide?

The sleep over room is a working and sleeping environment with a specific function. Specific details regarding the layout of the room and particular requirements have been determined in consultation with support staff. Please refer to the standard drawing layout for the requirements for this space.

The sleepover room for the staff shall be approximately but no less than 14m<sup>2</sup> with a minimum dimension of 3500mm.

A full height joinery wardrobe (minimum 500mm wide x 600mm deep) with hanging rod and shelves shall be provided in the sleepover room.

**Note:** Wardrobe is to be included in the calculation of the minimum room sizes.

Sleepover rooms are required to accommodate a corner computer desk, shelving, pin boards, filing cabinets and a king sized single bed. At least five double power points are required. As such, it is imperative that the standard design layout be referred to in order to avoid omitting any essential components. (The sleep over room is also provided with an ensuite - refer to Wet Areas for details).

The computer equipment selected should include a flat monitor screen on a height adjustable platform.

### What do Seclusion areas Require?

Depending on the profile of the residents being supported in a Shared Supported Accommodation, a Seclusion area may be included to provide support staff with a safe and quiet area for residents who require individual space for a period of time.

The requirement for this facility must be determined during the Design Phase and approval for its inclusion, if proposed, must be sought from the Community & Individual Support Branch in consultation with the Capital Development Unit, Disability Services Division prior to its incorporation in the schematic design for the facility.

If approved, the space must include the following features:

- Be discretely separate from other areas to reduce likely sound transmission, with acoustic treatment to ceilings and walls, (preferably solid block with villoboard lining);
- Be located close to the sleepover room to enable close observation and support from staff;
- Cushioned vinyl flooring;
- Full height vinyl to walls;
- Generally have flush finishes to all internal surfaces;
- A small window, (preferably glass block);
- An observation panel to the door and wall to ensure the room is fully observable;
- A three hinged, solid core, 1500mm wide door that opens out to 180

- degrees, with metal door jamb and acoustic door seals;
- No door furniture to the inside of the room;
- An electronic door strike release;
- A raked or high ceiling to keep detectors/sprinklers out of reach;
- Robust light fittings that are adjustable and dimmable;
- No GPOs or light switches inside the room;
- Acoustic supply and return air grills.

## Wet Areas

### What do Wet Areas Include?

#### Kitchen

Kitchens are communal spaces that must be designed to enable use by a number of residents and/or support staff at the same time.

Table No.7 Space Requirements for Kitchen Areas

Accommodation Model	Area Allowance
4 Bed House & sleepover room	12.5m <sup>2</sup>
5 Bed House & sleepover room	13.5m <sup>2</sup>
6 Bed House & sleepover room	13.5m <sup>2</sup>
<b>Multi Units:</b> (Separate Kitchen & laundry per Unit and a sleepover room located centrally)	
1 x 2 and 1 x 3 Bed Units	11.5m <sup>2</sup> each
2 x 3 Bed Units	11.5m <sup>2</sup> each
<b>Split Units:</b> (Shared kitchen and laundry, plus kitchenette)	
3 + 2 Bed Units	13.5m <sup>2</sup>
3 + 3 Bed Units	13.5m <sup>2</sup>
Kitchenette	2m <sup>2</sup>
Larger Accommodation Unit	16m <sup>2</sup>
Respite facility	TBD

The kitchen area shall have a minimum width of 2700mm to allow sufficient circulation space for a resident in a wheelchair to approach all appliances and cupboards in accordance with AS4299, *Australian Standard, Adaptable Housing*.

Note: A 2700mm width will provide 1550mm clearance between cupboards to both walls.

Kitchens shall:

- Be designed with two entry/exit points;
- Have lighting focused over the sink, island bench and stove top (via a rangehood);
- Allow for good visibility for support staff;
- generally be of domestic quality and standard;
- allow for appropriate access to cupboards, appliances and bench tops by residents reliant on wheelchairs, (but only where the accommodation of such residents makes this applicable).

**Kitchen Cupboard/storage space and workbenches**

Kitchen cupboards and bench tops shall be post-formed, 900mm above finished floor level to suit staff and ambulant residents. A lockable cupboard shall be provided in the kitchen for the storage of chemicals and other items of concern. A heatproof workbench, (such as tiles or Aztec plate), shall be located adjacent to the oven and, where provided, adjacent to and horizontally aligned with the cook top.

Kitchen cupboards shall provide a minimum storage space of 3.5m<sup>2</sup> with shelving and cupboards at a height and depth to allow access by residents in a wheelchair. A mixture of cupboards and drawers should be considered for ease of access.

Where residents are capable of, and will assist in, domestic duties, provide either a work surface area at least 800mm long, 600mm wide and 750mm to 850mm above finished floor level with allowance for knee space, in accordance with AS1428.2, *Australian Standard, Design for Access and Mobility*

**Refrigerator and freezer space**

A minimum 1800mm high x 750mm wide x 600mm deep space is required for a refrigerator and where required, also for a freezer, (freezers may be provided for 4, 5, 6 bed houses, and split Units though not for multi Unit models). For Units a single refrigerator/freezer model is provided. Confirm the size of white goods during the design phase to ensure they will fit.

**Variations to Kitchen Design**

There are variations to the kitchen design, (specifically relating to the refrigerator/freezer and pantry arrangements). The layout will depend on the requirements of the residents. These requirements must be determined in consultation with support staff during the design phase. For example, where required for safety and security reasons, the refrigerator, freezer and/or pantry shall be enclosed in lockable cupboards. Refer to the standard drawing detail for this layout.

In some instances it is necessary to provide a lockable kitchen. This can be achieved by installing roller shutters to bench/serving areas or using half height "stable doors" to enclose the kitchen area. Refer to the standard drawing details for an example of this layout.

**Splash backs**

All sinks and workbenches shall have a 300mm high impervious splash back (preferably ceramic tiling).

For cook tops, ceramic tiling shall be provided above the cook top to the underside of the rangehood.

**Sinks**

A 1 1/2 bowl stainless steel sink with single drainer shall be provided. Taps are to be heavy-duty lever, mixer type.

**Dishwasher**

Provision shall be made for a direct plumbed dishwasher. For 4, 5, 6 Bed Houses and Split Unit models a double drawer type dishwasher shall be provided. The drawers should not be stacked but both located at the same height, at the upper level for ease of use.

For Multi Unit models, provide a single dish drawer dishwasher to each kitchen.

**Cooktops/Ovens**

Dwellings shall be provided with a wall oven with griller and a gas or electric 4-burner cook top, according to the requirements of the resident group.

The oven shall preferably have a side opening door.

The cook top shall be located at least 450mm from any corner of the room or doorway, with sufficient clearance provided to facilitate cleaning.

The controls shall be located at the side or front of the cook top and shall have raised crossbars for ease of grip.

A flame failure device shall be fitted to gas cooking appliances and a keyed on/off switch, (located in an overhead cupboard), shall be fitted to electric hot plates. This is an additional switch required, to the switch required under AS 3000, 2000.

**Rangehood**

A commercial quality, externally ducted rangehood is to be provided over each cooktop.

**Kitchenette**

A kitchenette may be provided in a dual residential or split Unit model, where a full kitchen is not necessary in the second Unit, (usually the "ambulant" Unit). This facility is provided only for making tea and coffee and the possible preparation of light meals such as breakfast.

Refer to the standard drawing layout for the requirements of the kitchenette.

A Kitchenette will include:

- A single small preparation bench;
- A single bowl sink, (tea preparation type);
- An under bench refrigerator;
- Space for a microwave oven;

- Two double power outlets (to accommodate basic kitchen appliances such as toaster and kettle).

### Laundry

Provide adequate space in the laundry for a commercial front loading washing machine and dryer, workbench and broom and storage cupboards. Wheelchair circulation space between the appliances and cupboards is only to be provided where it has been determined that residents in wheelchairs will be using the laundry.

Table No. 8 Laundry Areas

Space	Area m2
Large Laundry (4, 5, 6 Bed Houses and Split Unit Model)	3 x 2.45m 7.35m2
Small Laundry (Multi Unit Models)	3 x 1.85m 5.55m2

The following should be provided for all laundries:

- A minimum 1500mm x 800mm, (large Laundry) and 1300mm x 700mm, (small laundry) floor space adjacent to the trough for a commercial front loading washing machine and dryer. The washing machine taps are to be located so that a front-loading washing machine may be installed;
- A hob raised to a suitable height to allow appropriate access
- Taps and GPOs positioned to the side of washing machine and dryer space to enable easier access;
- Contain one, (for small laundry) or two, (for large laundry) 2100mm high lockable storage cupboards 500mm to 600mm wide and 450mm deep;
- Include a stainless inset bowl laundry trough with hot and cold water taps, (taps are to be heavy duty lever mixer type), and an overflow suds bypass;
- Have a waste with the floor-graded 1:100 towards the waste;
- Include a trapped standing waste pipe connected to the washing machine connected downstream from floor waste gully;
- Require a 1800mm high impervious splash back to the trough, washing machine and dryer (preferably ceramic tiling);
- Provide for natural light, (via a part glazed door);
- Include a post-formed bench top for the large laundry with a work surface area a minimum of 1500mm long, 450mm wide and 900mm above finished floor level to suit staff and ambulant residents. A workbench, minimum of 500mm long shall be located adjacent to the trough;
- The dryer to be vented externally, (preferably through the exterior wall).

Where residents are capable of, and will assist in domestic duties, ensure a section of the post-formed bench top in the laundry is suitable for use by residents in a wheelchair, with sufficient approach space and clearance underneath to allow access. (A 1550mm clearance between opposing walls and/or appliances is required to allow for an 180° turn.) A work surface area of 800mm long, 450mm wide and 750mm to 850mm above finished floor level is generally sufficient. A requirement to allow for this level of access must be determined in consultation with support staff during the design phase.

### Bathrooms and Shower Rooms Generally

Generally two bathrooms, (assisted and three way), are provided per 4, 5, 6 Bed house, one of which is to be suitable for assisted disabled use. One bathroom is provided per Unit for Split Unit and Multi Unit models, one of which is to be suitable for assisted disabled use.

The following is to be provided for all bathrooms and showers:

- Provide a shower area of 1100mm x 1160mm with a stepless shower base graded into a waste with a slope of no less than 1:60 and no greater than 1:50;
- The remainder of the bathroom shower area shall be graded with a fall to the shower waste (or an alternate floor waste) at a minimum gradient of 1:100;
- Provide as a minimum, an A rated water saving shower rose for all mains pressure hot water systems, with an AA preferred should water pressure allow, with a flexible heavy duty hose and bracket together with grabrails, (refer to detailed drawings);
- The shower taps and controls shall be accessible from outside the shower area and the water stream directed away from the shower entrance and of a design that complies with AS1428.2, *Australian Standard, Design for Access and Mobility*;
- The soap holder shall be fully recessed and located between 900 and 1100 mm above finished floor level;
- The bathroom and shower room shall be waterproofed to door height, in accordance with AS3740, *Australian Standard, Waterproofing of wet areas within residential buildings*. Generally vinyl wall lining shall be provided. (Ceramic tiles are acceptable in the sleep over ensuite);
- Provide an aluminium shower rail to enable a curtain to fully enclose the shower compartment. (Refer to standard detail drawings);
- Taps are to be separate hot and cold taps, installed in accordance with AS1428.1, *Australian Standard, Design for Access and Mobility*;
- Install a mirror not less than 900mm wide mounted with its bottom edge not more than 900mm above finished floor level and its top not less than 1850mm above finished floor level;
- Provide clothes hooks where appropriate and as indicated by support staff;
- Sanitary plumbing shall be concealed where practicable and hot water pipes under basins and troughs insulated to prevent burns to residents in a wheelchair.

- Note: Bathroom floor coverings shall be non slip sheet vinyl pencil coved at the walls to a height of 100 mm. (refer to Interior Design Section)
- Note: Bathrooms shall not be overly visible from shared spaces.
- Note: The installation of an hydraulic bath requires the approval of the Capital Development Unit, Disability Services Division.
- Note: A bath shall not be used as a shower. Shower sets, other than a hand-held set, must not be installed over a bath.



**Assisted Bathroom**

The assisted bathroom is provided in the assisted Unit, (in the Unit models, or in the assisted end of 4,5,6 bed houses). It is the large bathroom and is designed to be suitable for assisted disabled use. It shall be a minimum of 12m<sup>2</sup>.

In addition to the relevant items listed above, (that are to be provided in all bathrooms and showers), the assisted bathroom:

- Contains, or has provision for, a peninsular or hydraulic bath;
- Contains, or has provision for, a fold-down seat if required or shower chair;
- May contain a change table where required, (allow additional space of 2m<sup>2</sup> for a change table);
- Requires appropriate Grabrails for an assisted bathroom. Refer to the Standard Construction Detail Drawings for specific requirements;
- Provide a 1500mm long post-formed laminated vanity unit, incorporating a 500mm wide toiletry cupboard, mounted 750mm above finished floor level with a semi-recessed hand basin, (Allow for knee space under the basin to enable easy access for residents in a wheelchair in compliance with AS1428.2, *Australian Standard, Design for Access and Mobility*. (Refer to standard detail drawing);
- Be fitted with "star" headed taps that comply with AS1428.1;
- Provides two towel rails, 1x600mm long and 1x900mm long of 25mm diameter, in accordance with AS1428.1, (as may also be used as support).

Provide an assisted or accessible toilet directly accessible from the bathroom. For Unit models where residents with very high support needs are to be accommodated, consideration should be given to physically isolating the assisted bathroom from the assisted toilet and providing an additional assisted toilet within the assisted bathroom to ensure that an appropriate alternative toilet facility is always available for the use of other residents.

The entrance to the assisted bathroom shall be located in close proximity to and face toward, bedrooms identified for wheelchair residents.

Provide additional structural support in the assisted bathroom ceiling and a ceiling mounted power outlet to allow for the future provision of an electric overhead hoist. Consideration is to be given to the location of the hoist, (when it would be in its resting/recharging position), in determining the location for the power outlet.

**Ambulant 3 Way Bathroom: Shower, Vanity and Toilet Facility**

The ambulant or second bathroom facility, where provided, shall be a minimum of 9m<sup>2</sup> in size and comprise a separate shower, toilet and an airlock with a vanity basin.

In addition to the relevant items listed above (that are to be provided in all bathrooms and showers), the ambulant bathroom:

1. May require a fixed slatted seat behind the door in the shower room

2. Requires appropriate grabrails to be installed, in accordance with AS1428.1, (refer to the detailed drawings).
3. Requires a 900mm long towel rail to the shower room and a 450mm long towel rail adjacent to the vanity unit, (rails may be used as additional support)
4. Provide a post-formed laminated vanity unit, mounted 750mm above finished floor level with a semi-recessed hand basin
5. Be fitted with "star" headed taps that comply with AS1428.1

Refer to Standard Detail Drawings for specific requirements.

**Bathroom, Shower Room and Toilet Grab Rails**

Grabrails must be installed in assisted bathrooms, shower rooms and assisted toilets to enable use of these rooms by residents whether they require assistance or are independent, and are to be fitted to suit their needs.

- Reinforced areas for the subsequent installation of stainless steel grabrails shall be provided in the bathroom(s), shower recess(es) and toilet(s) in accordance with AS1428.2, *Australian Standard, Design for Access and Mobility*, or as shown in the Standard Construction Detail Drawings in Appendix 6.

**Ensuite to sleepover room**

An ensuite bathroom with a shower, toilet and hand basin facilities shall be provided adjacent to the sleepover room for the exclusive use of the staff.

Each ensuite bathroom shall contain:

- a typical domestic style walk-in shower recess and a 2000mm high shower screen and as a minimum, an A rated water saving shower head for all mains pressure hot water systems with an AA shower head, is preferred should water pressure allow
- shower taps and controls accessible from outside the shower area with the water stream directed away from the shower entrance,
- a recessed soap holder located in the shower area,
- one towel rail a minimum of 900 mm long,
- a semi recessed basin and cupboard
- a mirror mounted above the vanity House
- a WC pan and dual flush cistern, and
- a toilet paper dispenser located adjacent to the WC pan.
- The shower area only shall be waterproofed in accordance with AS3740, *Australian Standard, Waterproofing of wet areas within residential buildings*.
- Where provided ceramic tiling shall extend to a height of 2100 mm above finished floor level.
- Wherever practicable, sanitary plumbing shall be concealed.

**What are the requirements for Toilets?**

All resident use toilets generally require:

- A disabled toilet pan and concealed hand operated dual flush cistern fitted with an enlarged push button flushing control located between 800 and 1100 mm above finished floor level.
- A seat which shall be of the full round type and be of a high impact resistant material.
- Sliding toilet doors, (preferably), however if hinged and opening inwards, be provided with externally removable hinges, to allow for ease of access in an emergency
- A toilet paper dispenser adjacent to the toilet pan in accordance with AS1428.1, *Australian Standard, Design for Access and Mobility*.
- Toilets should not be visible from living areas

#### **Assisted, Disabled and Ambulant Toilets – Additional Requirements:**

- Assisted or disabled toilets are to be provided adjacent to the assisted bathroom. The requirement for either an assisted toilet or a disabled toilet will depend on the requirements of the residents. The design for each is different. Refer to the Standard Construction Detail Drawings for specific requirements for the different design layouts for an assisted and disabled toilet.
- An appropriately mounted toilet pan where the seat height is in accordance with AS1428.1, *Australian Standard, Design for Access and Mobility*. The ceramic pedestal securely fixed to the floor with sufficient space at the side or, sides to enable transfer of residents from a wheelchair.

#### **Assisted Toilets – Additional Requirements:**

- A toilet pan centred in a room that is a minimum of 2400mm wide
- Swing around grabrails (wall and floor mounted), with integrated toilet roll holder. (Refer Standard Detail Drawing)
- A separate wall mounted toilet roll holder for the use of support staff
- The toilet pan off set by 610 – 640mm (This is a different requirement to AS1428.2, *Australian Standard, Design for Access and Mobility*.) A semi-recessed hand basin set in a 900mm long bench including a 250mm x 300mm cupboard extending from the bench height to 2100 off the floor with 3 adjustable shelves
- A 450mm long towel rail adjacent to the basin

#### **Disabled Toilets – Additional Requirements:**

- A cistern that is recessed and a toilet pan waste pipe that is concealed with a vinyl-covered box matching the floor vinyl
- A layout that complies with AS1428.2, *Australian Standard, Design for Access and Mobility*. (particularly with reference to the grabrails)
- The toilet pan off set from the wall by 800mm in accordance with AS1428.2, *Australian Standard, Design for Access and Mobility*.
- A semi-recessed hand basin set in a 900mm long bench including a 250mm x 300mm cupboard extending from the bench height to 2100 off the floor with 3 adjustable shelves
- A 450mm long towel rail adjacent to the basin

In other locations ambulant toilets are to be provided.

#### **Ambulant Toilets – Additional Requirements:**

- The toilet pan off set in accordance with the standard installation position
- 600mm long grabrail to one or both walls to assist in standing, located in accordance with AS1428.2, *Australian Standard, Design for Access and Mobility*.

#### **Hot water Units**

##### **Mains Pressure Hot Water Service**

Provide a gas fired mains pressure hot water service to the kitchen, laundry and sleeper ensuite.

##### **Low Temperature Hot Water Service**

Low temperature, 42 degree, hot water is to be provided to all resident toilets, showers and bathrooms, with the temperature control unit to be located in the sleeper room.

Hot water supply systems for bathrooms, toilets and showers being used for residents, shall be instantaneous gas fired systems that comply with the requirements of the *Plumbing Standards Regulations 1998*, Part 4 – Hot Water Supply systems.

Note: 1. Hot water Units shall be of an appropriate capacity for the number of residents and located as close as practicable to the hot water outlets.

Note: 2. Solar water heaters are generally not appropriate for Shared Supported Accommodation, particularly dwellings in the southern area of the State. Solar hot water heaters shall not be used for low temperature hot water outlets within the dwelling. Their use, however, may be appropriate for areas in the State that are north of the Dividing Range. The appropriateness of this option should be investigated during the design phase.

#### **Service Spaces**

##### **What Storage is Provided**

Table No. 9 Storage Areas Should Approximate:

Per Unit Model	Storage Type	Quantity
4,5,6 Bed Houses	Linen Cupboard	1.65m <sup>2</sup> x 2100mm high
Split & Multi Units	Linen Cupboard	0.85m <sup>2</sup> / Unit

		x 2100mm high
4, 5, 6 Bed Houses	Broom Cupboard Coat Cupboard (includes electrical services)	1 X 0.6m <sup>2</sup> /unit 0.7m <sup>2</sup> x 2100mm high
Split & Multi Units	Coat Cupboard (includes electrical services)	0.5m <sup>2</sup> / Unit x 2100mm high
One in total	Drug Cupboard	0.2m <sup>2</sup>
All plans	Additional storage requirements as determined in consultation with support staff for specific requirements	TBD

Some shelving in storage units such as wardrobes, cupboards and some open shelving throughout the dwelling shall be at an accessible height and depth in accordance with AS1428.2, *Australian Standard, Design for Access and Mobility*.

Additional storage can be incorporated into the design, (for example for incontinence aid supplies), if deemed appropriate to meet the needs of residents. The need for additional storage must be determined in consultation with support staff during the Design Phase.

Bedrooms designated for non ambulant residents shall have wardrobes with hooks and hanging rails that are a maximum of 1350mm from finished floor level in accordance with AS1428.2, *Australian Standard, Design for access and mobility*.

Ensure the floors of wardrobes and other cupboards are continuous with the adjoining floor and have a clear accessible width of 750 mm to provide ease of use by a resident in a wheelchair.

#### Wheelchair storage

An additional storage area for spare wheelchairs and/or other aid equipment shall be provided in each House or the assisted Unit for multi/split Unit models. This should be a minimum of 5m<sup>2</sup> and contain at least one double power outlet for recharging wheelchair batteries. Provide two shelves, (to two walls in an 'L' shape) within the store area commencing 1100mm off the floor level and 400mm apart.

#### Drug Cupboard

A lockable cupboard suitable for the storage of medical supplies and other items shall be provided in the dwelling. At a minimum, one shelf per resident is to be provided. The location and size shall be determined in consultation with staff during the design phase.

## Interior Design

### What Should the Interior of the Houses and Units Look Like?

The objective is to create a home-like environment. Architects and designers must avoid using colour schemes, finishes and textures that create a commercial or institutional feel. In an environment where wall trimmings such as pictures and paintings are used to a limited degree, the use of colourful walls and warm friendly colours can create a more home-like environment.

- Interiors must be light; the reliance on natural light during the day is preferable;
- Interiors must be well ventilated;
- Interiors must be robust and hard wearing.

Input from residents and support staff on the selection of interior finishes must be sought during the Design Phase.

### Colour schemes

Colour is a very effective means of creating ambience within a home. It is recommended that Architects and designers consult with residents and staff about the particular needs of the residents and whether a more vibrant and colourful environment is preferred, or a more restful and calming environment. Different colours can affect the mood of residents, or may have a role to play in making an environment more easily traversable for people with vision impairment. Colour can be used to differentiate between planes and thereby assist in moving about spaces.

- Avoid the use of heavily patterned surfaces and finishes
- Avoid the use of highly reflecting surfaces or finishes
- Generally, larger areas should be in soft hues or pastels
- Brighter, more stimulating colours might be used in areas people move through such as passages
- Stronger colours are best introduced through soft furnishings such as curtains or bedspreads
- Take into consideration the orientation of the dwelling and use appropriate colours, (eg., use cooler colours in sunny areas)

The following Colour Chart May be Useful.

Table No.10 Colour Chart

Colour	Psychological Response
Blue	Peaceful, restful, contemplative
Black	Despondent, powerful, strong
White	Cool, pure, clean
Yellow	Cheerful, inspiring, vital
Purple	Dignified, mournful
Red	Stimulating, hot, active, happy
Orange	Lively, energetic, exuberant

Green	Calm, serene, quiet, refreshing
Pastels	Neutral, non-responsive, soothing

### Painting

For walls, ensure that heavy duty wash and wear acrylic paint is used. A full colour board detailing all proposed finishes and colours is to be produced and approved, in consultation with residents and support staff, during the design phase.

For skirting boards, architraves and doors ensure that a semi gloss enamel paint is used.

### Window furnishings

Drapes, (curtains) and sheers and chain operated Holland blinds are preferred as window finishes. Specific selections, (including input from residents and support staff), shall be included in the "curtain and blind fabric selection schedule" of the Construction Specification.

Internal Holland blinds, made from durable flame retardant fabric, may be provided to the windows of rooms, (such as kitchens and bathrooms), which do not have obscure glazing, and where a privacy screen is required.

Note: Vertical blinds shall not be provided.

### Curtains and Curtain Fabrics

It is preferable that high quality fabric curtains be provided in all Houses and Units as they create a more homelike environment. Good quality fabrics must be used to ensure long life. It is appropriate for residents to have some choice in the selection of fabrics for individual bedrooms.

Curtain fabrics including backings and linings shall be of 100% inherently flame retardant material.

Curtains are to be either standard curtains or Stud heading curtains, (for residents with challenging behaviour), depending on the requirement of the residents.

All standard curtains shall:

- Be lined and have pinched pleated headings
- Have returned ends
- Have weights sewn into hem
- Be sewn with matching monofilament thread
- Have a double base hem of 150mm finishing 75mm
- All base hems (except scrim & terylene) shall be mitred at corners
- Have side hems finished at 25mm

Refer to the Appendix 5, Standard Construction Specification - Curtain Specification for technical details.

### Fittings

All curtains tracks are to be hand traverse, (standard or Stud heading tracks). Tracks shall be white baked enamel, extruded aluminium type with like component parts. Refer to Appendix 5, Standard Construction Specification for technical details and details for installation, however, general requirements are as follows:

All curtain tracks shall extend beyond window glazing frame/window sash either side of window:

- 300mm minimum (for window widths up to 2100mm); and
- 450mm (for windows greater than 2100mm wide)

On sliding doors that are not centred, the curtain shall be drawn one way from the door, away from the opening position, with the track extending 300 or 450mm at the other end.

On sliding doors that are centred, the curtain shall be made as a pair drawn both ways with the track extending 300 or 450mm at both ends.

Sheer curtains are to be installed on metal rods and brackets with slot heading curtains. Rods shall be fitted with cup hooks and end caps where necessary.

Tie backs shall be padded and piped in matching fabric to suit the size of the curtain, with brass tie back hooks anchored into the wall 900mm above floor level.

If a resident using a wheel chair needs to be able to operate a curtain - the curtain shall have a cord drawn track with cord fixed at the skirting. This requirement must be determined through consultation with support staff during the design phase.

### Pelmets

Boxed pelmets are required for window surrounds for shared and private rooms. They must extend beyond the window frame to allow for curtains to be drawn completely away from the glazed area. (Refer also to section on curtains). Refer to Appendix 5, Standard Construction Specification for technical details and details on the size and construction of pelmets.

### Shower Curtains

Shower curtains should be full length, Teflon finished polyester, hospital grade.

### Floor finishes

Provide a continuous floor level throughout the dwelling with special attention to areas where there is a change in floor finish, to ensure there is a seamless transition, that is, no lip (for example, use a 4.5mm brass tile trim at the junction of carpet and vinyl floor finishes). Refer to the Standards Construction Specification for recommended trims.

### Carpets

Provide hardwearing, fire resistant, solution dyed 100% nylon with integral waterproof backing carpet with a short pile to assist wheelchair manoeuvrability to the living areas (excluding meals area) bedrooms and passages.

Where incontinence is likely to be a problem a waterproofed backed carpet ensures there is no seepage to the concrete slab. This will assist in maintaining a domestic ambience and managing aroma, whilst diminishing the noise associated with other floor coverings such as sheet vinyl.

It is recommended that bold patterned floor surfaces be avoided as people with vision impairment can confuse these with changes in level.

### Vinyl floor coverings

Provide a slip resistant sheet vinyl flooring (not including laminations, plastics and fibrous materials) to the meals area, kitchen and entry areas as required. It may be sufficient to use an R9 - R10 rated vinyl. The type of vinyl, its' required slip resistance and rating shall be determined in consultation with support staff during the design phase.

Provide slip-resistant sheet vinyl, (R10), to all showers, bathrooms, toilets and laundry areas. The bathroom, toilet, laundry and kitchen floor coverings shall, (where practical), be pencil coved at the walls to a height of 100 mm.

For residents with incontinence, fit non slip vinyl floor covering to the bedroom floor and other areas as required, and as agreed in consultation with support staff. Consideration should be given to using cushioned vinyl to reduce sound transfer. (Vinyl would not generally be used in bedrooms, other than in this particular situation).

The following table sets out the preferred floor coverings in specific areas.

Table No.11 Floor Coverings

Room	Preferred Floor Covering
Living areas	Carpet
Meals areas	Vinyl R9 - R10
Circulation space/passages	Carpet
Entry areas /front (primary) entrance etc	Vinyl R9 - R10
Bedrooms	Carpet (generally, see note above)
Sleep over	Carpet
Quiet lounge/seclusion	Vinyl

Kitchen	Vinyl R9 - R10
Bathroom	Vinyl non slip
Ensuite (sleep over)	Vinyl
Toilet	Vinyl non slip
Laundry	Vinyl R9 - R10
Wheel chair store	Vinyl R9 - R10

## Building Services

### What Building Services are to be Provided?

The provision of services is to be considered during the planning phase for the development of new dwellings. Full technical details for specific requirements will be set out in each project Construction Specification and is referenced in the Standard Construction Specification. This section outlines merely the general requirements for building services.

#### Metered services

All services such as water, electricity and gas to each property are to be separately metered. Gas and water meters are to be located so as not to impede pathways and shall be accessible to meter readers. They must be located in aesthetically acceptable places.

Note: It is not necessary to provide separate meters for individual dwelling units located on the same site.

#### Water

Appliances using water are required to have a minimum water efficiency rating of A with an AA rating to be preferred should water pressure allow.

Note: "A rating" and "AA rating" means the water efficiency rating of the appliance as defined by *Standards Australia, Manual of assessment procedure for water efficient appliances*.

#### Power outlets

Each General Purpose Power Outlet (GPO) shall be mounted 300mm above finished floor level or as appropriate for the resident group. GPOs to be located not less than 500mm from internal corners, be of large rocker type and contrasting colour.

Locate GPOs in the kitchen (for appliances) 300mm above bench tops.

Locate the GPO in the bathroom adjacent to the mirror and a GPO located near the ceiling for the hoist. (Refer to section on the Main Bathroom).

Note: The GPO for the refrigerator and freezer is to be located within the adjacent cupboard and on a dedicated RCD protected circuit.

The following minimum number of double general purpose power outlets (GPOs) is required:

Table No. 12 Required Power Outlets (GPOs)

Location	Number of double/single GPOs
Small Living Room	3 double (2 to be at TV point)
Large Living Room	3 double (2 to be at TV point)
Meals area	1 double
Bedrooms	2 double
Sleepover room	5 double (+ additional telecom requirements - see standard drawing)
Kitchen	4 double (includes frig/freezer)
Laundry	1 double 2 single (GPOs for washer and dryer installed to suit the requirements of the equipment)
Wheelchair store	1 double (min)
Large Bathroom	1 single (vanity) 1 single (ceiling for hoist)
Hand basin area (3 way bathroom)	1 single (vanity)
Ensuite to sleepover	1 single
Passages	3 single along length
Front Porch	Nil
Rear Porch/recreation area	1 double (water proof)
Single large carport	1 single (water proof)
External to yard	1 single (water proof for watering system)

#### Safety, security and support features

Provide movement sensor alarm devices connected to the front and rear doors and windows where required, and where a need has been justified and approved by the Capital Development Unit, Disability Services Division.

For residents with a hearing impairment, a visual alert systems or other appropriate sensory device shall be fitted to augment the smoke alarm.

**Television**

Provide an MATV system to the site suitable for the number of outlets per property.

Provide one television outlet to each bedroom and living area.

**Telecommunications requirements**

Consideration is to be given to the location of telephone outlets – generally in the kitchen. The Sleepover room has specific requirements for phone and fax points.

Note: A telephone point in the entry is not required.

**Heating and cooling****Heating Systems**

A suitable (4 star energy rated) heating system based on dwelling location, orientation and the residents' demonstrated need for additional heating shall be provided.

A gas ducted heating system with ceiling outlets shall be provided. Where gas is not available, a reverse cycle system may be provided, subsequent to approval by the Capital Development Unit, Disability Services Division.

The heating plant shall be located at ground level with exterior access and protected in a lockable area or cage.

Provide a lockable enclosure to the heating control / thermostat switch within the Unit.

A ceiling-mounted heater/fan/light Unit should be provided in each bathroom, and shower area (refer to Table 4, page 36 indicating lighting requirements).

Note: 1. Portable heating appliances are not to be used or stored in Shared Supported Accommodation.

Note: 2. Electric strip wall heaters are not to be used.

**Cooling Systems**

Domestic style, ducted evaporative cooling systems shall be provided with ceiling outlets. The control unit is to be located in the sleepover room. Reverse cycle air conditioning may only be provided where its provision can be justified by demonstrated need, and approved by the Capital Development Unit, Disability Services Division.

The cooling plant shall be located at ground level with exterior access and protected in a lockable area or cage.

**Exhaust fans**

An exhaust fan shall be provided to bathrooms, shower rooms, ensuite, toilets and laundry, (and in bedrooms where incontinence is an issue).

The fans shall be vented as follows:

- In dwellings with tiled roofs, fans may be vented into the ceiling space;
- In dwellings with metal deck roofs, fans shall be ducted and flued through the ceiling and discharged externally via a cowl.

**Automatic fire detection and suppression systems**

Automatic fire detection and suppression systems are required. The BCA and Department's Fire Risk Management Guidelines (FRMS) provide the specific details and technical guide that shall be adhered to.

**Locking Systems**

Electronic door strikes, or other forms of automatic door shall be provided to all doors constituting the primary and secondary fire exits for Shared Supported Accommodation. This includes the solid or main doors and any security doors to the exit paths.

Where security doors are fitted to primary and secondary exits, electronic strikes shall be provided to the security door in addition to the main door, (i.e. two door strikes per door frame).

Additionally, any connecting door between attached Units, (eg. the 2x3 or split Unit models) shall be fitted with electronic door strikes, as shall gates that have been nominated as the agreed fire exit path from the property.

No other door strikes shall be installed to any Shared Supported Accommodation without the approval in writing from the Capital Development Unit, Disability Services Division.

## Environmental Management

### *What Considerations should be Given to Environmental Management?*

The Disability Services Division has a responsibility to meet the Whole of Government Policy relating to environmental management. This responsibility extends to the Energy Wise, Water Wise and Waste Wise Programs.

#### **Energy Management**

The design of Shared Supported Accommodation is to meet the intent of the current four star energy rating for domestic buildings as outlined in the Government "Five Star Energy Rating" Policy. However, new regulations for Class 3 buildings are to be introduced in 2005. Fittings, appliances and fixtures should be energy efficient. Details relating to this requirement are outlined at appropriate places in this document. The Sustainable Energy Authority Victoria can also advise on appropriate appliances.

#### **Waste Management**

Waste management is the responsibility of the Local Government Authority and the services available in a particular region will depend on that Local Authority. They can advise on waste management initiatives in the local area. Residents of Shared Supported Accommodation are encouraged to manage the disposal of waste appropriately.

#### **Recycling**

Recycling waste is an important tool in the Waste Wise Program. Staff and residents are to be encouraged to recycle rubbish and provision of bin spaces both inside and outside to enable this to happen must be considered. The Local Government Authority in the Area can advise on recycling programs in the local area.

#### **Water Saving**

Conserving water is an important consideration. Where possible, appliances should be water efficient. The recycling of grey water for gardens is strongly recommended, as is the use of water storage tanks, where appropriate. The ability to include water recycling functions will depend on the location of the dwelling, cost efficiency and practicality.

## Disability Services

## Accommodation Standards and Design Guidelines

### Section 4: Specific Design Standards

#### Respite Accommodation

#### Large Shared Housing



## Respite Accommodation

### What is Respite Accommodation?

Respite Accommodation provides shared supported, short term or time limited accommodation for people with a disability. It provides a break for the primary caregiver and can benefit the whole family. Respite accommodation is provided for a range of people with a disability. Access can be available for children, adolescents and adults with a disability.

### Why do we need Respite Accommodation?

Respite accommodation provides choice in support options for both individuals and families.

Respite accommodation is designed to meet a number of needs, including planned breaks, over night stays, or to provide emergency (unplanned) short term accommodation.

Respite accommodation should be seen as providing a break for the primary caregiver of a person with a disability and also provides a positive experience for individuals with a disability..

### What Planning Considerations should be Allowed for?

The selection of sites appropriate for respite accommodation is of prime importance.

The nature of respite accommodation to be provided should dictate the selection of a site. Residential areas need to be assessed carefully to ensure individuals have access to the community. Generally larger building blocks and properties, or blocks that provide access to recreational activities such as parks, the beach or the countryside may be more appropriate, particularly where a "buffer" zone can be created. The buffer zone assists in providing privacy and reducing noise.

When planning for respite accommodation, specific requirements need to be taken into consideration ; for example, a land area big enough to accommodate outdoor activities for both adults and children.

It is anticipated that respite accommodation would be covered under the Building Code of Australia as a Class 3 building, and that all of the appropriate Local Government planning approval processes would need to be adhered to.

Respite accommodation is not to be designed as an institutional facility and should adhere to the general philosophy for Shared Supported Accommodation, which is to be designed as residential style facilities.

The purchase of any land or property for use as respite accommodation must be undertaken in accordance with Section 1 of this document, Property Purchasing and Site Selection Guidelines.

### What Plans for Respite Accommodation are to be Considered?

The construction of respite services for children, adolescents and adults must take into account the nature of respite support required, rather than be considered as a long term accommodation option.

Generally the respite model will:

- Provide some similar facilities as other Shared Supported Accommodation.
- Provide larger / more activities areas both internally and externally.
- Provide basic bedroom storage (small wardrobe)
- Provide facilities for both ambulant and non ambulant individuals.
- Provide facilities for individuals who use wheelchairs
- Provide "assisted" facilities for less abled residents, (including residents who may have challenging behaviours).
- Provide a sleepover room for staff, located centrally.

It would be anticipated that a different model of accommodation for children, adolescents and adult residents would be appropriate.

It is also recommended that partnerships with other Government Departments or Agencies be investigated. There may be opportunities to investigate the development of facilities in conjunction with Children's Services, (for example, long day care facilities for children), or shared resources with the Department of Education, (such as Precincts and Rural Learning Centres).

### What are the General Requirements?

Respite facilities may be designed around an arrangement of 5 bedroom Units. Buildings might be stand alone, or grouped in a multi unit development. Those arrangements would be dependent of the regional requirements for facilities and the profile of individuals and their specific needs.

A range of bedroom sizes is desirable, that provide a range and choice of support options.

**Functional Relationships**

Functional Space (Types of spaces)	Respite Accommodation For Children Area m2	Respite Accommodation for Adolescents Area m2	Respite Accommodation For Adults Area m2
Private Spaces			
Bedrooms	NOTE - Appropriate areas are to be determined for all spaces. Comments on what is an appropriate spaces is welcome	See Note	See Note
Staff spaces			
Shared Spaces			
Living areas			
Dining areas			
Recreation spaces			
Wet Areas			
Assisted bathrooms			
Shower rooms			
Assisted Toilets			
Laundries			
Store Areas			
Service Areas			
Outdoor Recreation			

**Large Shared Supported Accommodation****What is Large Shared Supported Accommodation?**

In some instances a larger (eight bed) Shared Supported Accommodation may be provided for people with a disability who are aging, require high levels of physical support or for residents who have chosen to "retire" and thus access day programs to a minimal extent. The larger accommodation option is also for residents who are no longer able to attend day services and would benefit from on-site activities. Larger Shared Supported Accommodation provides an alternative choice for individuals as they experience change in their living requirements as time passes.

**What Planning Considerations should be Allowed for?**

Larger eight bed accommodation such as the proposed plan is considered to be a Class 3 Building under the Building Code of Australia and the advice provided under site selection and planning requirements in Section One of this document applies. Architects must ensure that they obtain all relevant approvals in writing from Local Governments before commencing the planning and construction of Larger Shared Supported Accommodation.

Larger building blocks would be required to accommodate this plan. More detailed information regarding the site selection process is outlined in Section One of this document.

**What to think about Generally?**

Consideration of the need for larger (8 bed) facilities and the specific requirements for the dwellings, such as appropriate location, should be based on the specific requirements of residents to be accommodated in a given Region.

As for other Shared Supported Accommodation Plans, Large Shared Housing is to be designed as residential style accommodation, and must blend with the surrounding streetscape. Architects must ensure that buildings provide a home like environment, are non institutional and comply with Rescode.

Generally this model will:

- Provide some similar facilities as other Shared Supported Accommodation
- Provide larger / more activities areas both internally and externally for undertaking daytime or group activities.
- Provide facilities for both ambulant and non ambulant residents
- Provide "assisted" facilities for less able residents, (including residents who may have challenging behaviours).
- Provide a sleepover room, and "active" staff facilities, for support staff, located centrally.

It is envisaged that the plan for an eight bed house be designed as two zones, each of four bedrooms, allowing for a level of separation of private and shared spaces for eight residents. The facility is to provide shared spaces such as the kitchen, activities room and spa bath facilities, which would service all residents.

Due to the additional residents being accommodated and the anticipated additional staff required to provide for higher levels of support, staff areas shall be designed in consultation with support staff to ensure that maximum operational standards are achieved along with optimum staff occupational health and safety.

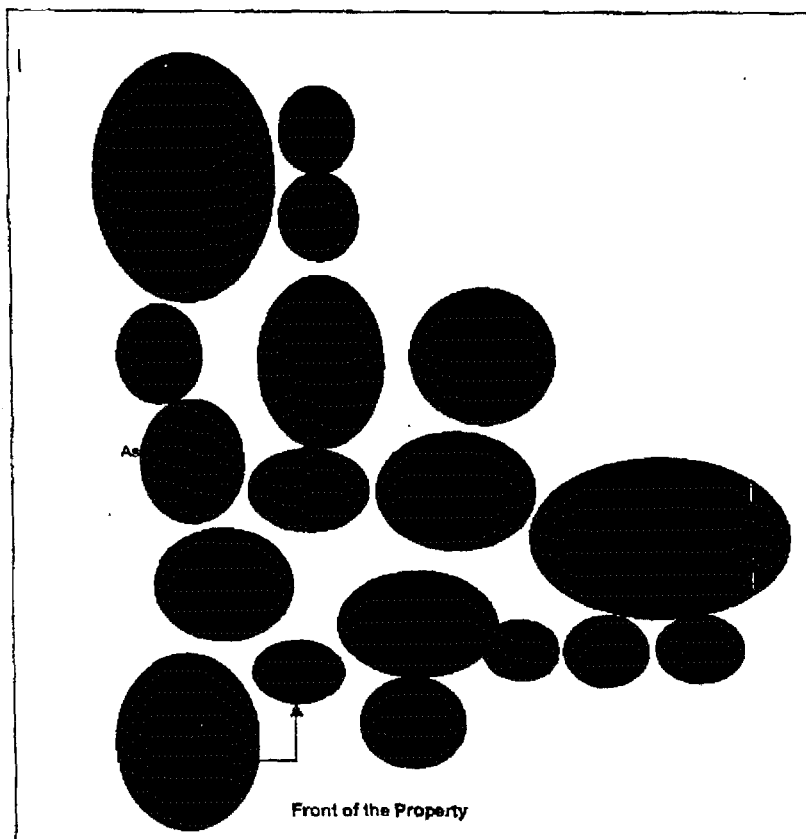
### Plan for 8 Bed Facility: Functional Relationships

Table No. 14 Summary of Spaces and Areas for 8 Bed Plan

Functional Zone	Space	Area m <sup>2</sup>
Shared Spaces	Living area (1 & 2)	24m <sup>2</sup> (each)
	Activities Room	30 - 35m <sup>2</sup>
	Dining areas (1 & 2)	12m <sup>2</sup> (each)
	Circulation space	TBD
Private Spaces	Undercover Recreation Area	25m <sup>2</sup>
	Bedrooms	13m <sup>2</sup>
	Sleep over room	16m <sup>2</sup>
	Active Staff area	(combined with sleepover)
Wet Areas	Kitchen x 1	16m <sup>2</sup>
	Bathroom (assisted) x 1	16m <sup>2</sup>
	Shower Room x 2	8m <sup>2</sup> (each)
	Ensuite (sleep over)	5m <sup>2</sup>
	Toilets x 2 (assisted/disabled/ambulant as required)	5.5m <sup>2</sup> (each)
	Laundry x 1	11m <sup>2</sup>
Service Areas	General Storage	4.8m <sup>2</sup>
	Activities Store	4m <sup>2</sup>
	Linen x 2	3.5m <sup>2</sup> (each)
	Wheel chair store	5.5m <sup>2</sup>
	Drugs cupboard	0.3m <sup>2</sup>
	Under cover Bus Park	34m <sup>2</sup>

### Bubble Diagram

*Functional relationship for Large Shared housing*



### What Specific Design Requirements are There?

In addition to the Common Design Standards outlined in Section 3 the following specific design requirements are to be taken into consideration when designing Large Shared Housing.

#### Private Spaces

##### *Bedrooms*

Refer to the Common Design Standards for all the requirements for bed rooms.

##### *Staff Areas (Sleepover room and Active area): Additional Requirements*

- The space is an "active" space
- The room is to be larger to provide adequate work space, given the number of residents

#### Shared Spaces

##### *Activities Room: Additional Requirements*

- Provides an on site space for whole group function
- Provides an area that can accommodate larger group activities, eg. Christmas parties, entertaining visitors or large group dinners
- Provide an open, light space that has direct access to an outdoor area
- Ensure that the room can be closed off for acoustic and security reasons
- Provide a small storage area adjacent for the storage of equipment, (see Storage)

##### *Dining (Meals): Additional Requirements*

- Two dining areas are provided, for serving meals, located adjacent to the central kitchen
- The space must be able to accommodate up to four residents who may rely on wheelchairs to sit comfortably around a single table

##### *Living Rooms: Additional Requirements*

- Provide two living areas, one adjacent to each of the bedroom areas
- The living space is to accommodate less ambulant residents and should be an open, light environment, with direct access to a sheltered outdoor recreation area

##### *Circulation: Additional Requirements*

- Passages are required to be wider in part – Increased width is to facilitate ease of movement of residents, (using mobility aids) from their bedroom to bathroom spaces

**Wet Areas****Kitchens: Additional Requirements**

- The kitchen will need to be larger in area, to cater for the resident numbers
- Provision is to be made in the design to enable the kitchen to be closed off. This might be achieved by fitting roller shutters, to ensure acoustic integrity, security and safety
- Additional pantry storage for bulk supplies may be required, adjacent to the kitchen

A separate shower room and assisted toilet would be provided to each 4 bed wing of the dwelling. A single assisted bathroom is provided to be shared by all eight residents. It should be located reasonably centrally.

**Shower Room: Additional Requirements**

- Provide similar amenities as listed in the Common Design Standards for an Assisted Bathroom
- The Shower Room will need to be a larger size to ensure ease of access and use of shower trolleys and other aids

**Assisted Bathroom: Additional Requirements**

- Provide the same amenities as listed in the Common Design Standards for an Assisted Bathroom
- Provide an hydraulic bath with spa function
- Provide an electronic ceiling mounted hoist with full room coverage and appropriate power outlet in the ceiling at the resting point for the hoist
- Provide an Assisted toilet within the room, (as per the requirements outlined in the Common Design Standards)

**Laundry: Additional Requirements**

- Provide a larger laundry to accommodate the requirements of the eight residents, with space provided for an additional washing machine and dryer, if required
- Provide additional space for safe handling of soiled linen

**Storage****Storage/Service Areas: Additional Requirements**

- Provide a small store for equipment adjacent to the activities room, (refer to the activities room)
- Allow for additional storage area for mobility aids and other equipment that might not be in use every day, (possibly located adjacent to the bus park for ease of loading)
- Provide several storage areas for items such as incontinence aids, linen, (two dedicated spaces per 4 bed wing), or additional equipment. The

specific requirements for storage should be determined in consultation with support staff during the design phase

- Provide two dedicated linen storage areas, one to each unit or wing of the residence, with fixed shelving to two walls

**Finishes**

- Refer to the Standard Construction Specification for any specific requirements for internal finishes

**Landscaping & Outdoor Recreation Spaces**

- The landscaping requirements are generally as for the Common Design Standards, and a simple, easy to maintain landscaping plan is required, (consideration given to seasonal planting and water features, where appropriate).
- Additional paving may be required, depending on the layout of the outdoor recreation space, to assist residents in accessing these areas
- The use of courtyards, to provide quiet areas for outdoor rest and quiet small group meeting areas is to be considered
- Additional on site car parking for support staff is to be considered

## **Disability Services**

### **Accommodation Standards and Design Guidelines**

#### **Section 5: Standard Construction Specifications**

**(Planned as a separate document )**

## **Disability Services**

### **Accommodation Standards and Design Guidelines**

#### **Section 6: Appendix**

**Standard Drawings (see separate document)**

**Forms and Checklists (being developed)**

**List of Australian Standards, Codes and Regulations**

DRAFT

## Forms & Checklists

### Why Have Approval Forms and Checklists?

The following suite of approval forms and checklists are provided to assist Architects, designers, Regions, support staff and other users of the document to systematically work through the planning, selection, design, construction and project management of Shared Supported Accommodation. The documents form a guide to assist in working through the details of each step in these processes to ensure that all aspects of an individual project have been considered, planned for, dealt with appropriately and signed off.

The following Matrix is a (draft) summary of the forms and checklists, which are required to be used:

Table No. 13 Summary of Checklists and Forms

Development Stage	Check List	Approval/ Form
Service Needs Analysis	Service Planning	Meets Strategic Policy
Funding Availability	Funding Sources	Included in Budget Paper
Property/Land Purchase	Purchase Requirements	Approved to Purchase Site
Master Plan	Accommodation Model	
Design	Design & Construction <ul style="list-style-type: none"> <li>Resident Needs</li> <li>Design Brief</li> </ul>	Design Sign Off & Approval to tender & Construct
Construction	Site Meeting Action List	
Commissioning	Commissioning & Set Up	
Defect Period	Defect Check List	Inclusion on Asset Register
Post Occupancy Eval	POE Check List	
Maintenance	Maintenance & Services Req	

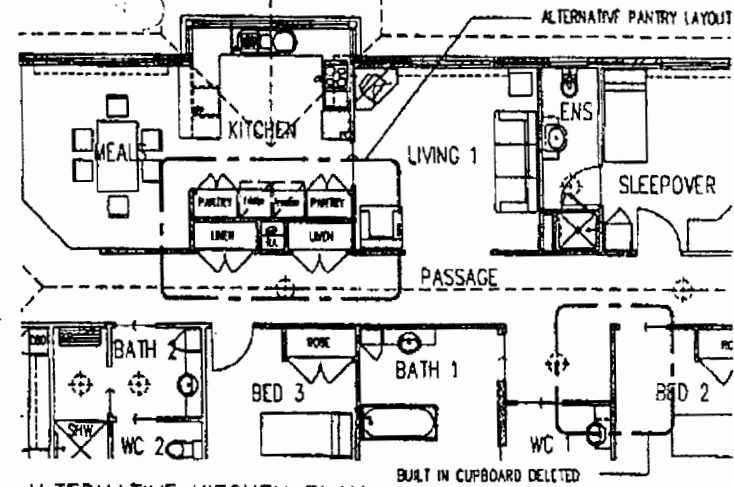
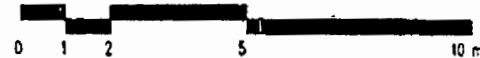
DRAFT

## Australian Standards

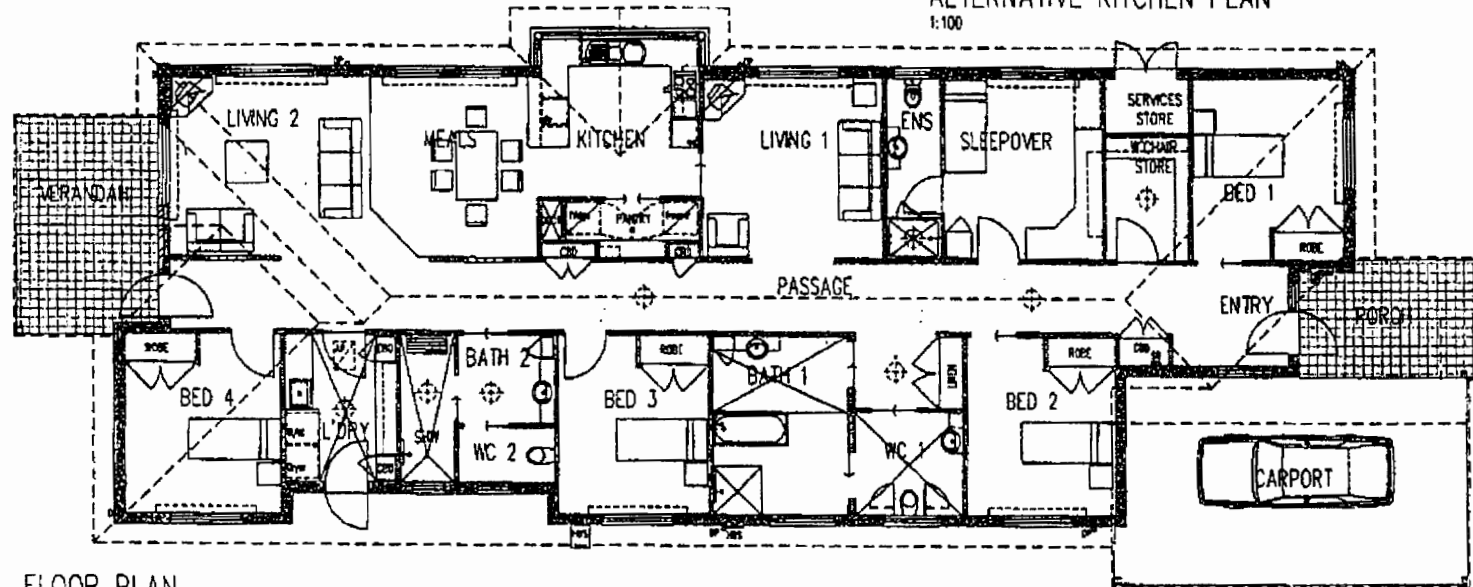
(A full List of Australian Standards, regulations and codes will be provided in the final document)

# OPTION A

- TOTAL INTERNAL FLOOR AREA - 247 m<sup>2</sup> APPROX (EXCLUDING CARPORT & SERVICE STORE)
- AREA OF CARPORT - 34.7 m<sup>2</sup>
- AREA OF SERVICES STORE - 2.65 m<sup>2</sup>
- AREA OF VERANDAH - 14.2 m<sup>2</sup>
- AREA OF OTHER PORCHES - 15 m<sup>2</sup>



ALTERNATIVE KITCHEN PLAN  
1:100



FLOOR PLAN  
1:100



DEPARTMENT OF HUMAN SERVICES  
DISABILITY SERVICES DIVISION  
LEVEL 18, 555 COLLINS ST.  
MELBOURNE VIC. 3000

DISABILITY SERVICES DIVISION  
PORTFOLIO OF DESIGNS FOR  
SHARED SUPPORTED ACCOMMODATION (SSA)

4 BEDS + SLEEPOVER  
PROPOSED FLOOR PLANS

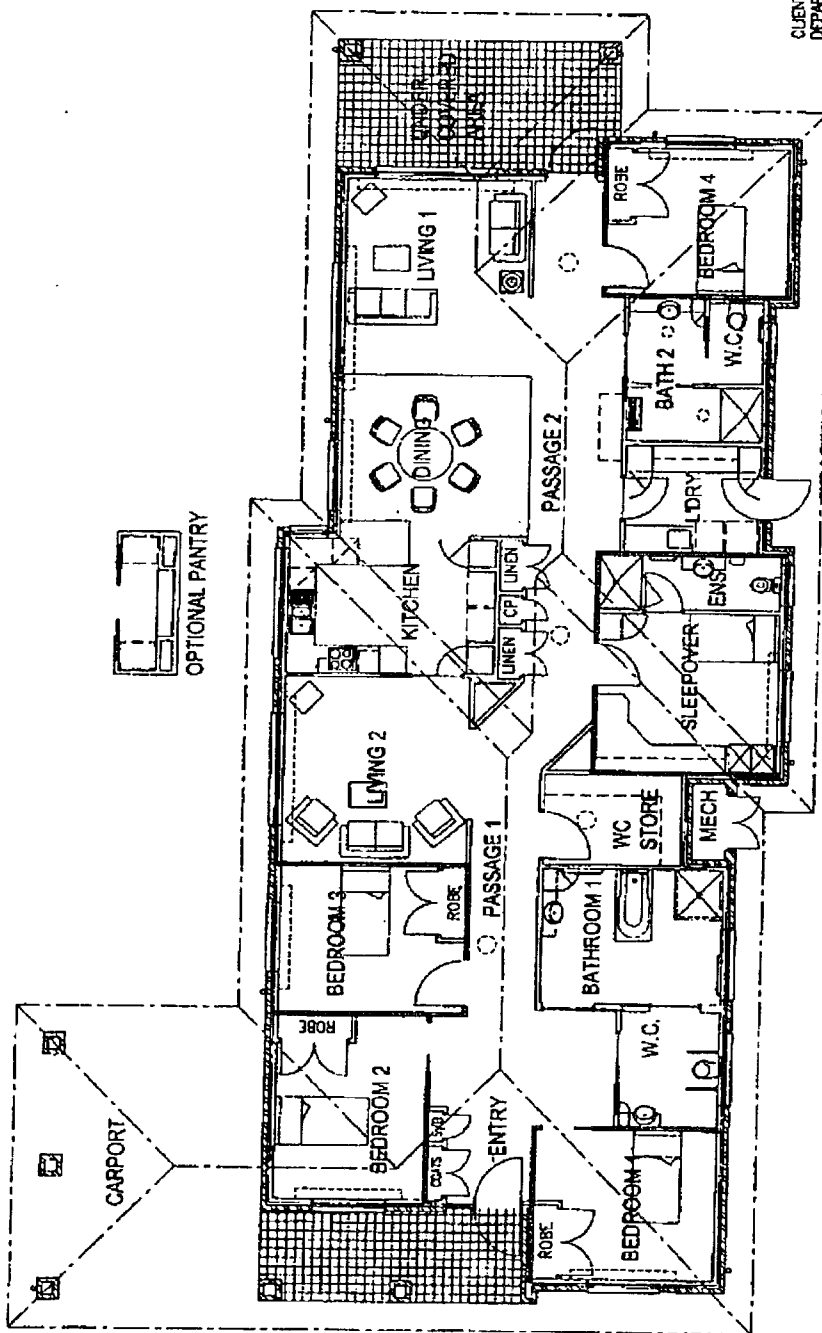
DATE 30.03.2004

SCALE 1:100

DRAWING NO.  
PR-01  
REV NO.  
JOB NO. 0406



# OPTION 3



GROSS FLOOR AREA = 247.75SQM (INCLUDING EXTERNAL WALLS)  
 AREA OF CARPORT = 34.55SQM  
 COVERED EXTERNAL AREAS = 28.45SQM  
 EXTERNAL MECHANICAL STORE = 2.55SQM

CLIENT: DEPARTMENT OF HUMAN SERVICES  
 DISABILITY SERVICES DIVISION  
 18TH FLOOR, 555 COLLINS STREET,  
 MELBOURNE, 3000.

PROJECT: PORTKOLLO DESIGNS  
 SHARED SUPPORTED ACCOMMODATION (SSA)  
 DISABILITY SERVICES

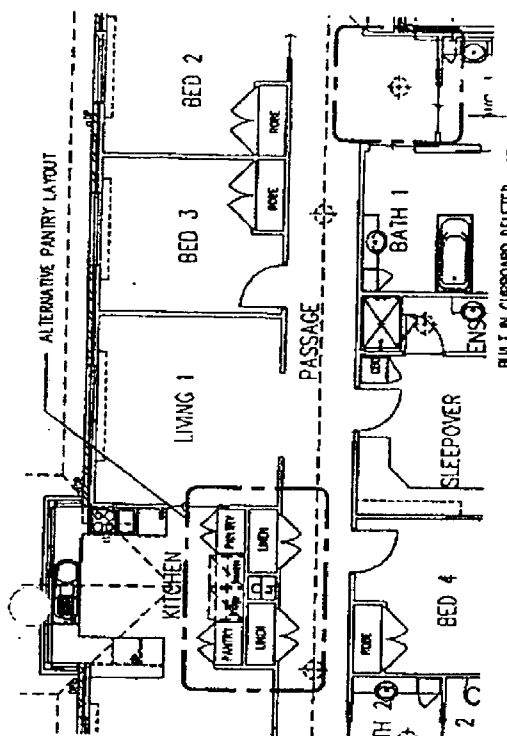


WOODHEAD INTERNATIONAL

18 GERRARD STREET  
 MELBOURNE VIC 3000  
 TEL: (03) 9411 1111  
 FAX: (03) 9411 1111

PROJECT	PORTKOLLO DESIGNS + SERVICES
CLIENT	DEPARTMENT OF HUMAN SERVICES
DATE	18/01/00
SCALE	1:100
BY	WOODHEAD INTERNATIONAL

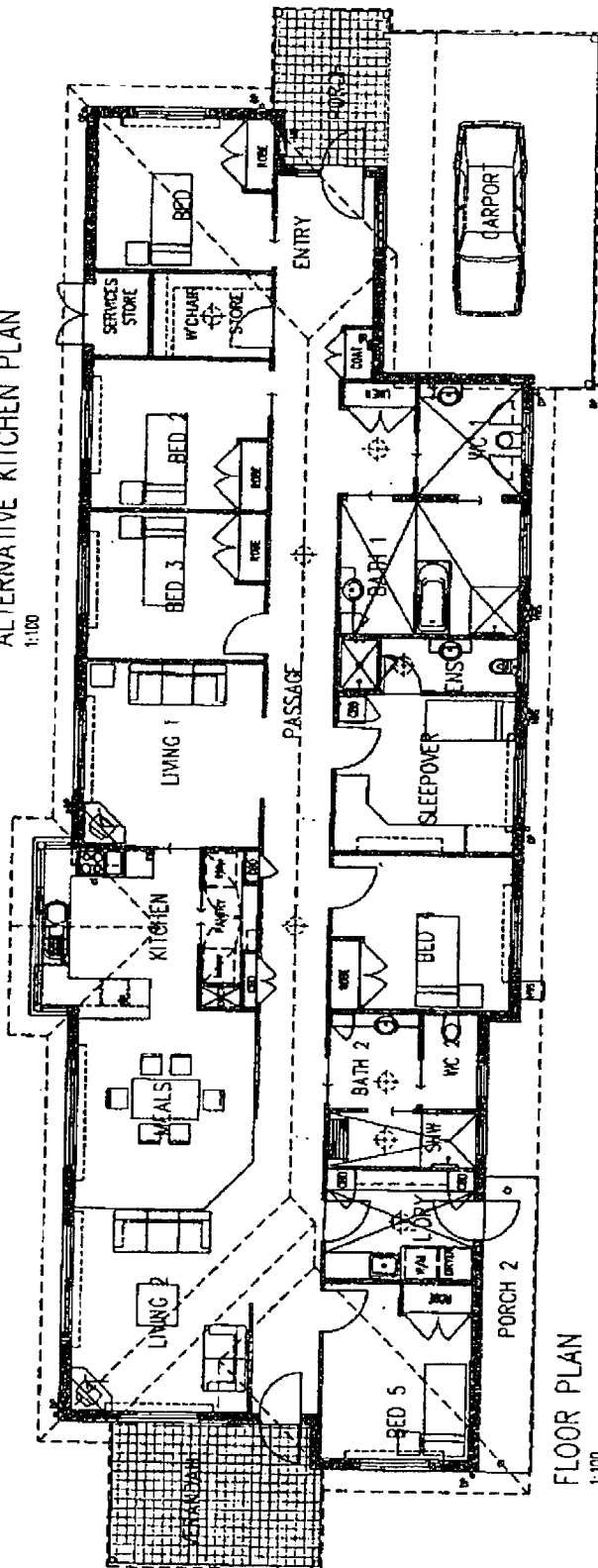
# OPTION C



ALTERNATIVE KITCHEN PLAN  
1:100



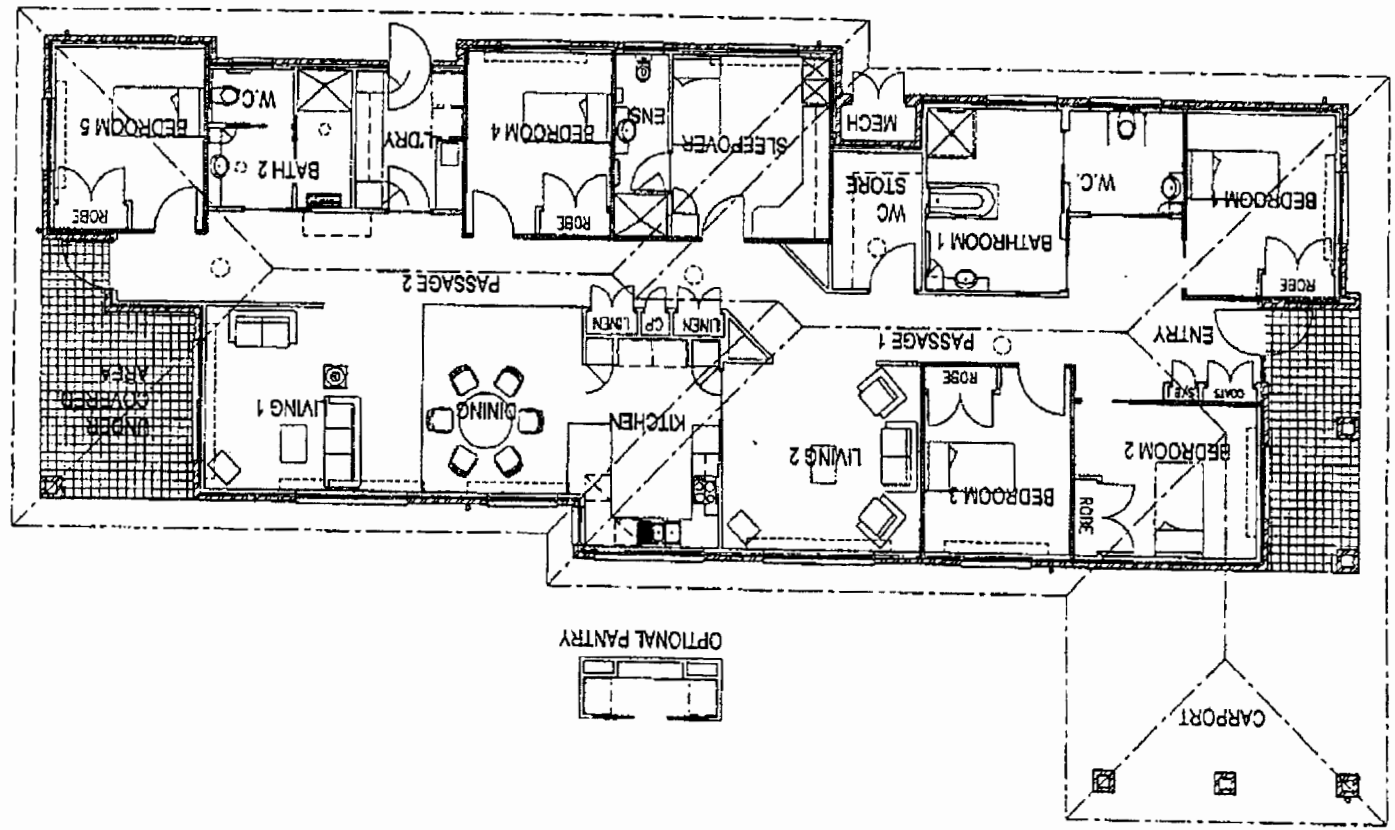
- TOTAL INTERNAL FLOOR AREA - 270 m<sup>2</sup> APPROX (EXCLUDING CARPORT & SERVICE STORE)
- AREA OF CARPORT - 34.7 m<sup>2</sup>
- AREA OF SERVICES STORE - 2.65 m<sup>2</sup>
- AREA OF VERANDAH - 14.2 m<sup>2</sup>
- AREA OF OTHER PORCHES - 16.1 m<sup>2</sup>



FLOOR PLAN  
1:100

<p>DEPARTMENT OF HUMAN SERVICES DISABILITY SERVICES DIVISION LEVEL 18, 555 COLLINS ST. MELBOURNE VIC. 3000</p>	<p>PROJECT</p>	<p>DISABILITY SERVICES DIVISION PORTFOLIO OF DESIGNS FOR SHARED SUPPORTED ACCOMMODATION (SSA)</p>	<p>DATE 30.01.2004 SCALE 1:100 JOB NO. 0405</p>
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# OPTION 9



CLIENT:  
DEPARTMENT OF HUMAN SERVICES  
DISABILITY SERVICES DIVISION  
18TH FLOOR, 555 COLLINS STREET,  
MELBOURNE, 3000.

PROJECT:  
PORTFOLIO DESIGNS  
SHARED SUPPORTED ACCOMMODATION (SSA)  
DISABILITY SERVICES

GROSS FLOOR AREA = 270.75SQM (INCLUDING EXTERNAL WALLS)  
AREA OF CARPORT = 34.55SQM  
COVERED EXTERNAL AREAS = 27.45SQM  
EXTERNAL MECHANICAL STORE = 2.55SQM

**WOODHEAD INTERNATIONAL**

187 GARDEN STREET  
MELBOURNE VIC 3001  
TELEPHONE: 03 9349 4444  
FACSIMILE: 03 937 8786

PROJECT: SHARED SUPPORTED ACCOMMODATION - 5 BEDROOM + 2 BATHS

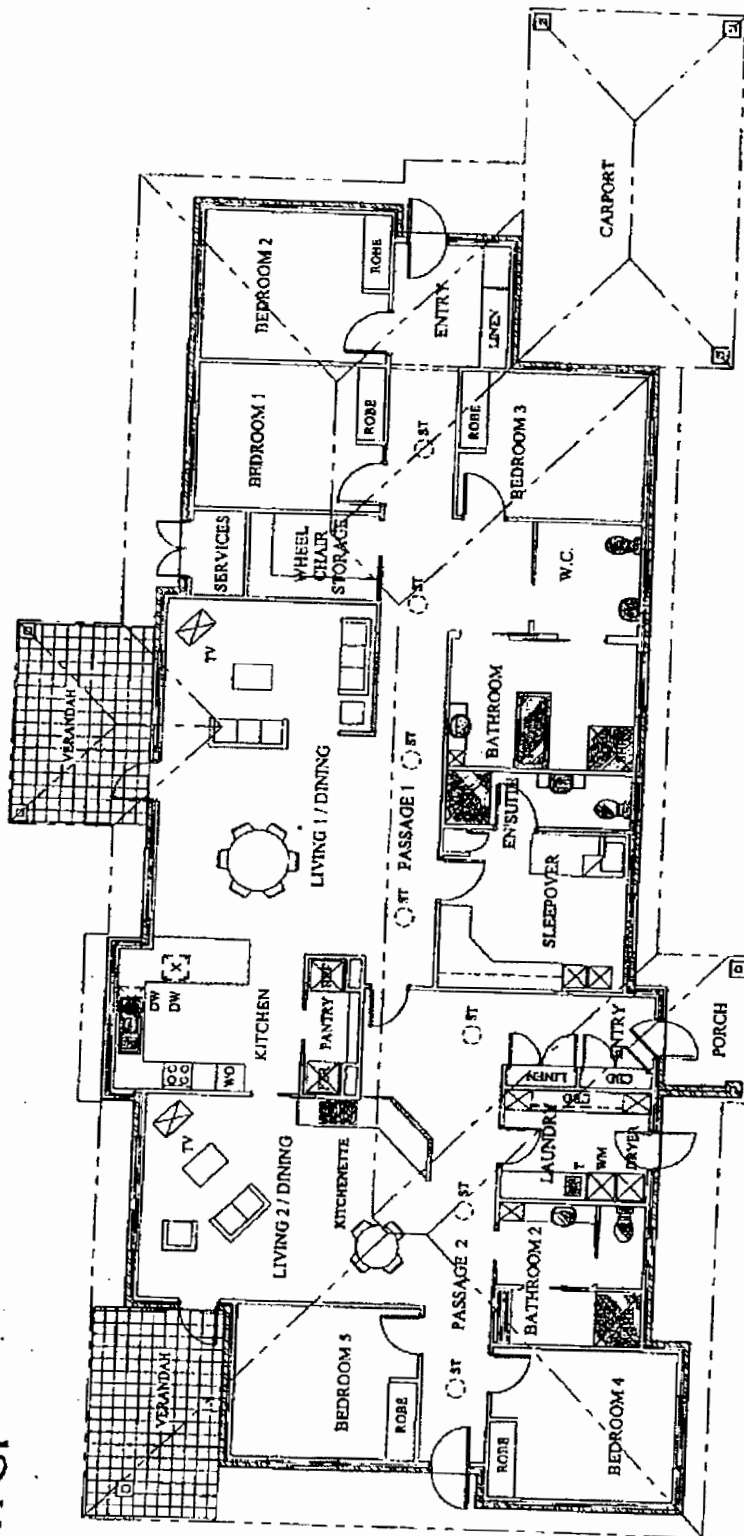
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SHEET: 1/10

DATE: 19/01/01

BY: WOODHEAD INTERNATIONAL PTY LTD (10/1/01)

OPTION 21



FLOOR PLAN (WITH LOCKED PANTRY)  
SCALE 1:100

GROSS FLOOR AREA : 294.25 SQ METRES  
AREA OF CARPORT : 36.44 SQ METRES  
COVERED EXTERNAL AREAS : 25.55 SQ METRES  
EXTERNAL MECHANICAL STORE : 2.16 SQ METRES

CLIENT :  
DEPARTMENT OF HUMAN SERVICES  
DISABILITY SERVICES DIVISION  
18 TH FLOOR, 555 COLLINS STREET  
MELBOURNE, 3000

PROJECT :  
PORTFOLIO OF DESIGNS  
SHARED SUPPORTED ACCOMMODATION (SSA)  
DISABILITY SERVICES

KEYVYN JOY ARCHITECTS  
32 ERRAARD STREET NORTH BALLARAT  
PH: (03) 5331 3535 FAX: (03) 5331 3004  
EMAIL: KJOY@keyvynjoy.com.au  
REGISTRATION NO 43722

DRAWING:  
FLOOR PLAN  
PROJECT:  
PROPOSED COMMUNITY RESIDENTIAL UNIT  
DEPARTMENT OF HUMAN SERVICES

DATE: MARCH 2004  
SCALE: 1:100  
DRAWN: CHRIS LOADER  
DRAWING NUMBER: 1181-A1