

Personal Support Service Contract Information

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A contract which states the terms of the Personal Support Service (PSS) is drawn up between the Trust and the parents or caregivers. The contract includes:

- Name and address of contributor or parent or guardian
- Name and address of recipient
- Method of payment
- Acceptance of application
- Service
- Checklist
- Reviews
- Gifts (birthday and Christmas)
- Record keeping procedures
- Visitor's qualifications
- Visitor's nominations
- Commencement and completion of service
- Limitations of service
- Limit of liability
- Definitions and interpretation
- Common seal of The Hawkevale Trust Inc.
- Signatures of the Chairman and Secretary/Treasurer/ Executive Officer/Administrator.

Fees

Fees charged for the Personal Support Service are calculated by a professional Actuarial Consultant and reviewed annually. Fees are calculated individually and based on the ages of the parent or carer and the disabled family member.

Payments can be made in the following ways:

- A single payment.
- Annual installments (paid over time as negotiated and depending on the age of the parent).
- A lump sum to cover the cost, made through an insurance policy.
- Provision made in a Will (fees increase with inflation, therefore the fee due at the time of death will be different from those currently applying).

There is no payment necessary if the Trust is accepting a gift of real estate that will be suitable to accommodate the disabled family member.

Personal Support Will Clause

The following clause provides a sample of the provision which would be included in your Will if you take out a Personal Support Service contract with The Hawkevale Trust.

This clause should be provided to your solicitor or the person drafting your Will. It is preferable they follow the wording exactly, however the Trust will consider alternative versions if necessary. Please be aware that different wording is likely to fall outside the Trust's policy, which means the Trust may not be able to accept the gift.

"I direct that my trustees pay whatever sum is determined by **THE HAWKEVALE TRUST (INC.)** of 41 Bishop Street, Jolimont in Western Australia in accordance with its usual practice as its fee for the provision of a Personal Support Service to my [son or daughter {name}] in accordance with the Personal Support Service Contract dated _____ 20__".

The PPS does not need to be dealt with specifically in your Will unless you wish to pay for the PSS out of your estate.

It is important to understand that the PSS is not a full or partial care service. It is a visiting and advocacy service that ensures the disabled family member is seen regularly. The service does include the Trust seeking the appropriate care to which the disabled family member is entitled, or which is available from suitable support providers.