

# Standard Form Village Contract

Retirement Villages Act 1999, section 43

**VILLAGE:** #Redleaf Apartments

**OPERATOR(S): UNITED PROTESTANT ASSOCIATION OF NSW LIMITED  
ABN 71 050 057 620**

**RESIDENT 1:** #

**RESIDENT 2:** #

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## KEY TERMS

### Key dates:

Date you received a copy of this contract: ...../...../.....

Date this contract is entered into: ...../...../.....

Agreed date that you may occupy your premises (entry date): ...../...../..... (if known)

Date from which you must pay us recurrent charges: ...../...../..... (if known)

### Nature of residence right

You do not own the premises. We grant you the right to occupy the premises on the following basis. The provisions in this contract which apply to the residence right type ticked below will apply to you and us:

**Registered interest holder**

(If above box is ticked, select one or more from the list below.)

Owner of a lot in a strata scheme

Owner of shares in a company title scheme

Owner of a lot in a community land scheme

~~Registered long term lease with a term of:~~

(Only tick the last box if the term is at least 50 years (including options to renew) or for the life of the lessee, the contract includes provision for the resident to be entitled to 50% or more of the capital gain, and the lease will be registered.)

**Non-registered interest holder**

Term (if any):

See Additional Terms

**Additional terms:** Additional terms may be added to the standard terms prescribed under the *retirement village laws* at the end of the contract.

**Retirement village laws:** This contract is subject to the provisions of the *retirement village laws*. For information on your rights and responsibilities under the *retirement village laws* contact NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20.

Terms in *italics* are defined in clause 1.2 of this contract.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

# FINANCIAL TERMS

**Note:** The additional terms may set out more detail about the *entry payment* and other amounts payable as detailed below and, where there is more than one operator, the additional terms may specify which operator is to receive or make a payment.

## A. Entry payment

Are you required to pay an *entry payment*?

Yes (Continue to the remainder of item A)  No (Delete or cross out the remainder of item A)

You must pay an *entry payment* in total of **\$XX** as your:

Ingoing contribution

Delete or cross out the below if the ingoing contribution is not divided into components.

~~Where an ingoing contribution is payable, it consists of the following components:~~

- ~~Loan:~~
- ~~Lease Premium:~~
- ~~Prepaid rent:~~
- ~~Other:~~

The waiting list fee of \$Nil and/or the holding deposit of \$Nil which you have already paid will form part of this amount. (Delete or cross out if not applicable.)

When is the full *entry payment* due? **On the Commencement Date**  
**[#or if payable by instalments#] See Additional Key Terms**

Can the *entry payment* be paid in instalments?

Yes (Refer to additional terms for payment frequency/dates)  No

Is any of the *entry payment* non-refundable?  Yes (\$#)  No

Is any interest payable if the *entry payment* is not paid by the date due?

Yes (X.XX%) pa  No

(Delete or cross out the below if no separate additional fee applies for any inclusions)

**In addition to the *entry payment*, you must pay the following fees for the inclusions detailed in the Key Terms:**

Parking Space \$8,000.00	Garage \$.....
Carport \$.....	Storage Area: \$.....
Furniture: \$.....	Other: \$.....

## B. Deposit

Are you required to pay a deposit on signing this contract?  Yes  No

## C. Legal and other expenses payable on entry

You must pay to us on entry the following legal and other expenses incurred in connection with the preparation of this contract: (maximum \$50)

- Contribution to our legal expenses incurred in preparing this contract: **\$0.00**
- Other expenses: Not applicable

You must pay the following charges to third parties:

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

**FINANCIAL TERMS**

~~Lease registration fee \$~~

Other [specify]

[If "Contract subject to other contract box is ticked" (*delete or cross out if not applicable*)]

Additional fees may be payable under the separate contract you have entered into to acquire the premises (or, for company title, the shares which entitle you to occupy the premises).

UPA Initial\_\_\_\_\_

Resident\_\_\_\_\_

## FINANCIAL TERMS

### D. Recurrent charges

You must pay to us recurrent charges as follows:

<b>Current frequency of payment:</b> <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Other: Quarterly	
Current rate of recurrent charges for your premises:	
<b>For one occupant:</b>	<b>#% of the fortnightly single Age Pension</b>
<b>For two occupants:</b>	<b>#% of the fortnightly combined Age Pension for couples</b>
<b>[#or if outgoings not based on Age Pension#]</b>	
<b>\$795.00 per fortnight for one bedroom</b>	
<b>\$1,229.00 per fortnight for two bedrooms</b>	

This amount includes \$779.00 as recurrent charges for general services as well as recurrent charges for optional services as detailed in Section F. [delete or cross out if no optional services are included in section F]

### E. Variation of recurrent charges

We may vary your recurrent charges as follows:

<b>Method of Variation</b> (Choose one method only)	
<input type="checkbox"/> <b>Fixed formula</b>	<input checked="" type="checkbox"/> <b>Non-fixed formula</b>
<p><del>Your recurrent charges will be varied in accordance with:</del></p> <input type="checkbox"/> <del>variation in CPI</del> <input type="checkbox"/> <del>variations in single/couples age pension (whichever is applicable)</del> <input type="checkbox"/> <del>other [specify]</del>	<p>We may vary the amount of recurrent charges payable from time to time (no more than once in a 12 month period):</p> <p>(a) by giving you 14 days' notice in writing, if the increase does not exceed the <i>variation in CPI</i>, or</p> <p>(b) by giving you at least 60 days' notice in writing and seeking and obtaining the consent of residents by the proposed increase or an order of the <i>Tribunal</i>, if the increase exceeds <i>the variation in CPI</i>.</p>

The first variation will be on: [insert]

After the first variation, variations will occur every: [insert]

The new amount of the recurrent charges will not take effect earlier than 14 days after we have given you notice of the new amount

### F. Optional services

Do your recurrent charges include optional services? (optional services may include, for example, meals, laundry services and home cleaning) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, at the time of entry, the amount of recurrent charges attributable to the provision of optional services is <b>\$ 0.00</b> This amount may change in the future.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## FINANCIAL TERMS

### G. Capital gains and losses

If you are entitled to a percentage of capital gain, or are responsible for a percentage of capital loss, this may form part of the termination payment calculated in accordance with item I.

<input checked="" type="checkbox"/>	<b>Capital gain/capital loss structure</b>
	Are you entitled to a % of any capital gain? <span style="float: right;"><input type="checkbox"/> Yes: ( %)    <input checked="" type="checkbox"/> No</span> Are you responsible for a % of any capital loss? <span style="float: right;"><input type="checkbox"/> Yes: ( %)    <input checked="" type="checkbox"/> No</span>
<input type="checkbox"/>	<b>Different capital gain/capital loss structure (delete or cross out if not applicable)</b> (insert full details if the calculation does not fit within the above structure):

### H. Departure fee

Does a departure fee form part of the payment on termination of this contract?

Yes (continue to the remainder of item H)     No (delete or cross out remainder of item H)

If yes, this may form part of the termination payment calculated in accordance with item I. The departure fee is calculated on a daily basis (but does not accrue and is not payable on a daily basis). The box below shows you how your departure fee is calculated:

	<b>What is the departure fee % based on?</b> <input checked="" type="checkbox"/> the <i>entry payment</i> <input type="checkbox"/> the <i>new entry payment</i> <input type="checkbox"/> other (provide details):					
	<b>Departure fee structure</b> [#See following example#]  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Time</th> <th style="text-align: left;">Percentage</th> </tr> </thead> <tbody> <tr> <td>Years 1 to 5 (both inclusive)</td> <td>6% per annum</td> </tr> </tbody> </table>	Time	Percentage	Years 1 to 5 (both inclusive)	6% per annum	<b>The maximum departure fee percentage you will pay is 30% of the <i>entry payment</i> if the period between the entry date and the date you permanently vacate is 5 years or more</b>
Time	Percentage					
Years 1 to 5 (both inclusive)	6% per annum					
<input type="checkbox"/>	<b>Different departure fee structure (delete or cross out if not applicable)</b> (insert full details if the departure fee is not the above structure):					

### I. Calculation of payment on termination of residence right

The amount payable on termination is calculated as follows:

<input type="checkbox"/>	<b>Payment on termination calculation</b>  After termination of this contract (refer to Item J for specific detail about timing): 1. <del>We will repay you the:</del> <input type="checkbox"/> <del>Unearned rent (refer to the additional terms for how this is calculated)</del> <input type="checkbox"/> <del>Loan (Item A)</del>
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UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## FINANCIAL TERMS

	<input type="checkbox"/> Lease premium (Item A) <del>2. We will pay you:</del> <input type="checkbox"/> Your share of any capital gain (Item G) <input type="checkbox"/> Other (specify): ..... <del>3. You must pay us (or we may set off and deduct from the amounts we must pay you described in 1 and 2 above):</del> <input type="checkbox"/> Departure fee (Item H) <input type="checkbox"/> Your share of any capital loss (Item G) <input type="checkbox"/> Any non refundable component of the <i>entry payment</i> (Item A) <input type="checkbox"/> Other (specify): .....
<input checked="" type="checkbox"/>	<p><b>Different payment on termination calculation</b> [delete or cross out if not applicable] (insert full details if the calculation does not fit within the above structure):</p> <p>Upon termination of this contract, We will pay to You the Outgoing Payment calculated as:</p> <p>(a) the Ingoing contribution, less</p> <p>(b) any part of the Ingoing Contribution which is not refundable, less</p> <p>(c) the Departure Fee payable by You to Us, less</p> <p>(d) any other amount payable by You to Us under this contract.</p>

[Items J, K L and M below for *registered interest holders*. *Cross out if not applicable*]

**J. ~~Timing for payment on termination of your residence right~~**

<input checked="" type="checkbox"/>	<p>We must pay you the amount of your payment on termination of your residence right within 14 days after the date on which we receive full payment of the <i>new entry payment</i> except where we are required to pay you earlier under the <i>retirement village laws</i>.</p>
<input type="checkbox"/>	<p><b>Different timing for payment</b> (delete or cross out if not applicable) (insert full details if liability to make termination payment is to be made at a time that is earlier than that described above or in the <i>retirement village laws</i>)</p>

If more than one resident is a party to this contract, a payment will only be made after both residents have *permanently vacated* your premises.

**K. ~~Liability for recurrent charges for optional services on termination~~**

If you move out of your premises, your liability to pay recurrent charges for optional services ceases from the date you move out. If you die, your liability ends from the date we are notified. However, you will be liable for services provided before that date.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

# FINANCIAL TERMS

## ~~Liability for recurrent charges for general services on termination~~

<input checked="" type="checkbox"/>	<del>Except as otherwise provided by the retirement village laws, you must pay the full rate of recurrent charges for general services until a new resident enters into a contract with us to occupy your premises or moves into your premises. However, if Item G provides that any capital gain is shared between you and us, then you will be liable for any recurrent charges arising in the 42 days immediately after the date on which you <i>permanently vacate</i> your premises but after that, liability for recurrent charges will be shared between you and us in the same proportion as our respective capital gain percentage.</del>
<input type="checkbox"/>	<del><b>Different provision</b> (delete or cross out if not applicable) (insert full details if the liability to pay recurrent charges is to cease at a time that is earlier than that described in the above provision)</del>

## L. ~~Costs of sale~~

~~If you appoint a person other than us or a person chosen by us as a selling agent, you must pay the selling agent's commission (if any) in full.~~

~~All other costs of sale, including commission if you appoint us or our nominee as your agent, are to be shared between you and us in the same proportion as our respective capital gain percentage.~~

~~[Items N, O and P below for *non-registered interest holders*. Cross out if not applicable]~~

## M. **Timing for payment on termination of your residence right**

We must pay you the amount of your payment on termination of your residence right:

- (1) within 14 days after the date on which we receive full payment of the *new entry payment*, or
- (2) within 14 days after the date on which an incoming resident takes up residence in your premises with our consent, or
- (3) within 6 months after the date you *permanently vacate* your premises,

whichever occurs first, except where we are required to pay you earlier under the *retirement village laws*.

**Different timing for payment** [*delete or cross out if not applicable*] [*insert full details if liability to make termination payment is to be made at a time that is earlier than that described above or in the retirement village laws*]

If more than one resident is a party to this contract, a payment will only be made after both residents have *permanently vacated* your premises.

## N. **Liability for recurrent charges for optional services on termination**

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## FINANCIAL TERMS

If you move out of your premises, your liability to pay recurrent charges for optional services ceases from the date you move out. If you die, your liability ends from the date we are notified. However, you will be liable for services provided before that date.

### **O. Liability for recurrent charges for general services on termination**

You must pay the full rate of recurrent charges for general services for 42 days immediately after the date you *permanently vacate* your premises, or until a new resident enters into a contract with us to occupy your premises or moves into your premises, or you *permanently vacate* the premises after receiving notice of our intention to apply to the Tribunal for an order terminating this contract, whichever occurs first.

~~**Different provision** [delete or cross out if not applicable] [insert full details if the liability to pay recurrent charges is to cease at a time that is earlier than that described in the above provision]~~

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Resident \_\_\_\_\_

# GENERAL TERMS

## 1 INTERPRETATION AND DEFINITIONS

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### 1.1 Interpretation

- (a) Except as otherwise provided for in the additional terms:
  - (i) when the words "you" or "your" appear in this contract, it refers to the Resident and includes the Resident's executors or administrators but only to the extent necessary to enable them to discharge their duties;
  - (ii) where the Resident is more than one person, the words "you" or "your" apply jointly to the Residents and to each of them.
- (b) When this contract uses the words "we", "us" or "our", it refers to the Operator and where the context allows, its employees and agents. If there is more than one operator, use of the word "we", "us" or "our" does not of itself imply any relationship between any of those operators, such as a partnership. The relationship of the operators to each other, and certain rights and obligations between each of them and you may be set out in the additional terms.
- (c) Expressions which are not defined in this contract but which have a defined meaning in the *retirement village laws* have the same meaning in this contract.
- (d) Headings are for convenience only and do not form part of this contract or affect its interpretation.
- (e) Unless expressly stated otherwise in this contract:
  - (i) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
  - (ii) If the last day of a period of time prescribed or allowed by this contract for the doing of any thing falls on a day which is not a *business day*,  
  
the thing may be done on the first day following that day which is not a *business day*.
- (f) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (g) The meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation.

### 1.2 Definitions

*business day* means a day which is not:

- (a) a Saturday or Sunday, or
- (b) a public holiday or a bank holiday,

in New South Wales.

## GENERAL TERMS

**entry payment** means the amount of the purchase price, ingoing contribution or assignment fee payable by you as set out in the Financial Terms section of this contract.

**item of capital** means any building or structure in the village; any plant, machinery or equipment used in the operation of the village; any part of the infrastructure of the village; fixtures (e.g. benches, built-in cupboards, floor coverings, hot water systems and stoves); fittings (for example, light fittings, taps and sanitary fittings); furnishings (for example, curtains and blinds); and non-fixed items (e.g. whitegoods, portable air conditioners, fans, tables and chairs).

**new entry payment** means the amount provided by the next resident in connection with your premises after you leave.

**non-registered interest holder** means a resident who is not a *registered interest holder*.

**permanently vacate** means the occurrence of one of the following:

- (a) you (or a person on your behalf) delivers up vacant possession of your premises to us following your vacation of the premises,
- (b) the executor or administrator of your estate delivers up vacant possession of your premises to us following your death,
- (c) the *Tribunal* makes an order declaring that your premises were abandoned by you (and you are taken to have permanently vacated your premises on the day specified in the order),
- (d) if you are a *registered interest holder*, you die or move out of your premises, or
- (e) if the residence right for your premises was obtained by another person for the purpose of allowing you to live at your premises, or by a corporation, and you live at your premises with their consent, when you die or move out of the premises.

**registered interest holder** means a resident who:

- (a) is the registered proprietor of the premises,
- (b) is the owner of a lot in a strata scheme,
- (c) is the proprietor of a lot in a community land scheme,
- (d) is the owner of shares in a company title scheme for the premises, or
- (e) has a *registered long-term lease* that includes a provision that entitles the resident to at least 50 per cent of any capital gain.

**registered long-term lease** means a lease registered under *the Real Property Act 1900 (NSW)* that has a term of at least 50 years (including any option to renew), or is for the life of the lessee.

**rescission notice** means a notice given by you or your legal representative that says that you rescind this contract.

**retirement village laws** means:

- (a) the *Retirement Villages Act 1999 (NSW)*, and

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## GENERAL TERMS

(b) the *Retirement Villages Regulation 2017 (NSW)*,

as amended or substituted from time to time.

***settling-in period*** means the period between the date of this contract and the later of the following:

- (a) 90 days after the date on which you are entitled to occupy your premises under this contract (or other relevant contract which is a residence contract for the purposes of the *retirement village laws*), or
- (b) if you occupy the premises before you are entitled to do so under the contract described in (a), 90 days after you first occupy your premises, or
- (c) any other date that we may agree with you in writing.

***Tribunal*** means the NSW Civil and Administrative Tribunal.

***variation in CPI*** means the difference between:

- (a) the Consumer Price Index (All Groups) for Sydney as published by the Australian Statistician most recently before the recurrent charges were last varied or, if the recurrent charges have never been varied, as published 12 months prior to (b), and
- (b) the Consumer Price Index (All Groups) for Sydney as published by the Australian Statistician most recently before the written notice of the proposed variation is given.

## 2 COOLING-OFF PERIOD

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### 2.1 What is your right to terminate during the cooling-off period?

Before midnight on the 7th *business day* after the date you gave us a signed copy of this contract you are able to rescind this contract by giving us a *rescission notice*. You waive the right to rescind if you move into your premises.

### 2.2 What will we pay you if you terminate this contract during the cooling-off period?

If you rescind this contract during the cooling-off period, then this contract becomes void and we must repay you all money that has been paid to us under this contract by you as soon as is reasonably practicable (and no later than 1 month) after you give us the *rescission notice*.

## 3 SETTling-IN PERIOD

---

### 3.1 What is your right to terminate during the settling-in period?

You may terminate this contract during the *settling-in period* by *permanently vacating* your premises.

### 3.2 What will we charge you if you terminate during the settling-in period?

If you terminate this contract during the *settling-in period*, we may only charge you:

- (a) the fair market rent, but only if you have occupied your premises,

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## GENERAL TERMS

- (b) the reasonable costs incurred by us in adding, removing or altering any fixtures or fittings, or making any renovations to your premises at your request, but only if you have occupied your premises, and
- (c) an administration fee of not more than \$200.
- (d) the cost of any repairs for damage to your premises in excess of fair wear and tear.

### 3.3 What are we required to pay you?

If you terminate the contract within the *settling-in period*, we must refund the *entry payment* and any recurrent charges you paid us.

### 3.4 When are we required to pay you?

We must pay you the amount you are entitled to under clause 3.3 within 14 days after you terminate this contract or within such time as the *Tribunal* may order.

## 4 DISCLOSURE STATEMENT

---

### 4.1 What if this contract is inconsistent with the disclosure statement?

If any term of this contract (other than those which have been prescribed in the *retirement village laws*) is inconsistent, to your detriment, with the disclosure statement provided to you in accordance with the *retirement village laws*, this contract is to be interpreted (as far as practicable) as if it contained the information in the disclosure statement instead of the inconsistent term.

### 4.2 Can I terminate if the disclosure statement is false or misleading?

If the information in the disclosure statement is false or misleading in a material particular, you may apply to the *Tribunal* within 3 months of commencing occupation of your premises, for an order allowing you to rescind this contract.

## 5 SERVICES AND FACILITIES

---

### 5.1 Meaning of required services and facilities

We must provide you with a particular service or facility which we are required to provide to the residents for the life of the village in accordance with the terms of our development consent (*required services and facilities*).

### 5.2 Can we change the services and facilities?

Other than the *required services and facilities*, we may add a new service or facility or reduce, withdraw or otherwise vary the services and facilities if residents pass the change by special resolution in accordance with the *retirement village laws*.

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### 5.3 What optional services will we provide you?

A list of optional services is included in the list of services and facilities annexed to this contract. Unless Item F in the Financial Terms section indicates that *recurrent charges* includes optional services, payment for these services and facilities is on a user pays basis.

## 6 ALTERATIONS AND ADDITIONS

---

### 6.1 Can you alter or renovate your premises?

- (a) You may add, remove or alter any fixtures and fittings, or renovate your premises, but only with our prior written approval which we will not unreasonably refuse. We may include reasonable conditions in our consent. If we do not consent to your proposal, you may apply to the *Tribunal* to seek an order allowing you to proceed with your proposal.
- (b) Despite (a), our consent is not required to remove or alter any fixtures or fittings that were added by you unless the removal or alteration of the fixtures or fittings is likely to cause significant damage to the premises.

## 7 REPAIRS, MAINTENANCE AND CAPITAL REPLACEMENT

---

### 7.1 Can you request repairs?

You may request us to carry out necessary repairs and maintenance to your premises if we are responsible for those repairs and maintenance under the *retirement village laws* or the terms of this contract.

### 7.2 What repairs and maintenance are we responsible for?

Subject to clause 7.3, we must maintain each *item of capital* for which we are responsible in a reasonable condition, having regard to:

- (a) the age of the item,
- (b) the prospective life of the item,
- (c) the money paid to us by the residents under a village contract (including entry payments), and
- (d) the amount of money available to be used for the purpose of maintenance in accordance with the approved annual budget for recurrent charges.

### 7.3 What repairs and maintenance are we not responsible for?

We are not responsible for *items of capital* that:

- (a) you own, or
- (b) require repair because of damage (fair wear and tear excepted) caused by you or a person that you invited to the village.
- (c) are association property under a community land scheme, or

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- (d) are common property under a strata scheme.

### 7.4 What general obligations do you have in relation to repairs and maintenance?

- (a) You must notify us of the need for maintenance to be carried out on, or the replacement of, an *item of capital* for which we are responsible and that is located within your premises as soon as you become aware of the need for the maintenance or replacement of the item.
- (b) You must reimburse us in respect of any damage (other than fair wear and tear) caused by you or a person you invited to the village to an *item of capital* for which we are responsible.
- (c) You must not hinder or obstruct us or a person authorised by us from carrying out capital maintenance or capital replacement in respect of an *item of capital* for which we are responsible.

### 7.5 Who is responsible for the replacement of items of capital?

We must bear the cost of capital replacement in respect of an *item of capital* for which we are responsible under the *retirement village laws*.

## 8 OPERATOR'S ACCESS TO PREMISES

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### 8.1 When may we access the premises?

We (or anyone authorised by us), may access your premises at any reasonable time in the following circumstances:

- (a) if you consent, or
- (b) in an emergency, or if we have reasonable cause for concern about the health or safety of a person that we believe is on your premises, or
- (c) to carry out urgent repairs, or
- (d) to carry out general maintenance, but only if we have given you 7 days' notice, or
- (e) if the *Tribunal* orders you to give us access, or
- (f) in any other circumstances that may be prescribed from time to time under the *retirement village laws*.
- (g) to carry out a general inspection of your premises, but only if:
- (i) we have given you 7 days' notice, and
- (ii) a general inspection has not been carried out more than once in the immediately preceding 12 months.

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# GENERAL TERMS

## 9 VILLAGE RULES

---

### 9.1 How do the village rules apply?

If there are village rules:

- (a) you must comply with the village rules and use your best endeavours to ensure compliance with the village rules by any person who is lawfully in your premises or who you invite to the village, and
- (b) we must comply with the village rules and use our best endeavours to ensure compliance with the village rules by our residents, our tenants, employees and any other person that we invite to the village.

### 9.2 What if a village rule is inconsistent with this contract?

If a village rule is consistent with the *retirement village laws* but inconsistent with a term of this contract, the village rule prevails to the extent of the inconsistency.

## 10 GENERAL BEHAVIOUR OF OPERATOR AND RESIDENT

---

### 10.1 What are your general obligations?

You must:

- (a) not interfere or cause or permit interference, with the reasonable peace, comfort or privacy of another resident, and
- (b) respect our rights and the rights of our agents and employees, to work in an environment free from harassment or intimidation, and
- (c) not act in a manner that adversely affects the health and safety of persons working in the village.

### 10.2 What are our obligations?

We must:

- (a) not interfere or cause or permit interference, with the reasonable peace, comfort or privacy of a resident, and
- (b) take all reasonable steps to ensure that all residents meet their obligations under their contracts, the village rules and the *retirement village laws*, so that a resident does not unreasonably interfere with the peace, comfort and quiet enjoyment of other residents, and
- (c) not interfere with the right of any resident to autonomy over his or her personal, financial and other matters and over the resident's possessions, and
- (d) not inhibit any resident from exercising self-reliance in matters relating to the resident's personal, domestic and financial affairs, and

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- (e) use our best endeavours to ensure that each resident lives in an environment free from harassment and intimidation.

### 11 TERMINATION

---

#### 11.1 When does your right to occupy your premises end?

This contract terminates and your right to occupy your premises ends on the earliest of the following dates:

- (a) the date on which you *permanently vacate* your premises,
- (b) the date of disclaimer (for example, if we accept your renunciation of this contract),
- (c) the date of the death of the last surviving resident under this contract,
- (d) the date specified by the Tribunal,
- (e) if we give you a notice that we are terminating this contract because it has been frustrated (for example, because the premises become uninhabitable), on the 8<sup>th</sup> day after the date specified in the notice, or
- (f) any earlier date of termination specified in the additional terms.

#### 11.2 When can we terminate this contract?

- (a) We can only terminate this contract, for the following reasons, if we obtain a decision from the *Tribunal* to allow the termination:
  - (i) on the grounds of your physical or mental incapacity, or
  - (ii) for breach of contract or a village rule, or
  - (iii) if you are causing serious injury or damage to any part of the village, our employees or to any other resident, or
  - (iv) for upgrade or change of use of the village.
- (b) We may give you a notice of termination if this contract has been frustrated (i.e. if your premises are, otherwise than as a result of a breach of this contract, destroyed or rendered wholly or partly uninhabitable or cease to be lawfully usable for the purpose of a residence or are appropriated or acquired by any authority by compulsory process). You may seek an order of the *Tribunal* preventing the termination of the contract on this basis if you consider that the premises have not been rendered wholly or partly uninhabitable (as the case may be).

### 12 FINDING A NEW RESIDENT WHEN YOU LEAVE

---

#### 12.1 Who sets the asking new entry payment?

Unless the additional terms provide otherwise, the amount we ask the next resident to pay as a *new entry payment* will be determined by us, we may appoint an agent of our choice and the process of finding a new resident for your premises will be handled by us.

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Resident \_\_\_\_\_

## GENERAL TERMS

### 13 ASSIGNMENT AND SUBLETTING YOUR PREMISES

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#### 13.1 Can you assign this contract?

You may not assign this contract without notifying us and obtaining our consent.

#### 13.2 Can you sublet your premises?

You agree that you may not assign, sublet or let others move in to your premises without notifying us and obtaining our consent. This does not apply to temporary visitors and guests.

### 14 TEMPORARY ABSENCE

---

#### 14.1 What happens if you are temporarily absent from your premises?

If you plan to be away from the village for more than 28 days you must let us know. You will not be liable to pay recurrent charges for optional services for the days you are away after 28 days of absence.

### 15 CONDITION OF PREMISES ON TERMINATION

---

#### 15.1 In what condition must you leave the premises?

- (a) You must leave your premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the annexed condition report, allowing (subject to the reasonable conditions of our consent) for any renovations or alterations to fixtures or fittings made with our consent. If you do not, we may require you to bear the cost of any repairs required.
- (b) You are not required to refurbish your premises or pay for the cost of any improvement to your premises in excess of that required to reinstate your premises to the condition it was in (fair wear and tear excepted) at your entry date.

### 16 NOTICES

---

#### 16.1 How are notices given and received?

- (a) A notice or other document given to you under this contract may be given:
  - (i) by delivering it personally to you, by sending it by post to the residential premises occupied by you and addressed to you, or in such other manner as may be approved by the *Tribunal*, and
  - (ii) provided that it is not a termination notice, by leaving it in the mailbox at your last known address (rather than sending by post), sending it to the email address you have provided or giving it to any person apparently at or above the age of 16 at your residential premises in the retirement village.
- (b) A notice or other document given to us under this contract may be given:

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- (i) by delivering it personally to us, by sending it by post to our usual place of business, or in such other manner as may be approved by the *Tribunal*, and
  - (ii) provided that it is not a termination notice, by leaving it in the mailbox at our last known address (rather than sending by post), sending it to our email address or giving it to one of our employees.
- (c) The *retirement village laws* set out the specific requirements for the giving of notices to protected persons within the meaning of *the NSW Trustee and Guardian Act 2009* and to operators in receivership or administration and those requirements also apply to this contract.
- (d) A notice given to a person in accordance with this clause is treated as having been given and received:
- (i) if delivered in person, by hand or by email, on the day of delivery, or
  - (ii) if sent by post (unless evidence sufficient to raise doubt is adduced to the contrary), on the second *business day* after it was posted, or
  - (iii) if given in a manner approved by the *Tribunal*, when the *Tribunal* deems it to have been given and received.
- (e) A party may change its address for service by giving notice of that change to each other party.
- (f) A notice given to a person you have appointed as your agent to receive notices in accordance with the *retirement village laws* will be deemed to have been given to you, if given in accordance with this clause.

## 17 CHANGES IN CONTRACT

---

### 17.1 Can our rights and your rights under this contract be changed?

- (a) You are not obliged to agree to amend or terminate this contract and enter into a new one because of changes in legislation (unless the legislation requires the amendment or termination) or for any other reason.
- (b) If we propose a change to this contract we must pay the reasonable costs of a legal practitioner of your choosing to explain the proposed change to you and to provide a certificate in accordance with the requirements of the *retirement village laws*.
- (c) Your rights and responsibilities and our rights and responsibilities under this contract may change if the *retirement village laws* are amended.

## 18 DISPUTE RESOLUTION

---

### 18.1 How are disputes resolved?

If a dispute arises between you and us or between you and another resident we encourage you to notify us so we can try to resolve it but you do not have to do so if you do not wish to. If there is a dispute you may:

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- (a) seek information from NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or by calling 13 32 20, or
- (b) apply to the *Tribunal* for an order to be made under the *retirement village laws*.

You are not required to notify us before you do so.

### 18.2 Where can I get information if I have a dispute?

If a dispute arises, you may seek information from NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or by calling 13 32 20.

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## ADDITIONAL TERMS

NOTE: ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE BEFORE YOU SIGN THIS CONTRACT.

Additional terms may be inserted here, but only if:

- (a) they do not contravene the *retirement village laws* or any other law, and
- (b) they are not inconsistent with the standard terms prescribed under the *retirement village laws*.

### Additional Key Terms

<b>Item 1</b> Term	The Term commences on the Commencement Date and ends as described in clause 24.
<b>Item 2</b> Commencement Date	[Insert Commencement Date]
<b>Item 3</b> Initial Portion of Ingoing Contribution	\$(insert amount), being 10.00 % of Your Ingoing Contribution must be paid on or before the Commencement Date
<b>Item 4</b> Balance of Ingoing Contribution	<p>If the Initial Portion of Ingoing Contribution is less than 100% of Your Ingoing Contribution, You must also pay the Balance of Your Ingoing Contribution, being instalments of:</p> <p>\$(Insert weekly amount) per week for [insert number of weeks] OR</p> <p>\$ [Insert amount] payable on [insert dates]</p>

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Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 19. Definitions

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Please refer to clause 55 for definitions used in this contract and interpretation.

### 20. Retirement Village Laws and standard terms

---

- (a) If there is any inconsistency between the retirement living laws and the terms and conditions of this contract, the *retirement village laws* apply.
- (b) If there is any inconsistency between the general terms (namely, clauses 1 to 18 and these special terms (namely clauses 19 to 55) the general terms apply.

### 21. Agreement and legal advice

---

You acknowledge that:

- (a) this is an important document and is a legally binding agreement; and
- (b) You have had the opportunity to obtain independent legal and financial advice in relation to Your decision to occupy the Unit in the Village.

### 22. Grant of licence

---

#### 22.1 Grant of licence

We will grant to You:

- (a) a licence to occupy the Unit; and
- (b) a non-exclusive right to use the Common Areas of the Village,  
for the Term of this contract provided that You:
  - (c) pay the Ingoing Contribution on or before the Commencement Date or by another date agreed with Us;
  - (d) pay the first payment of Recurrent Charges to Us on or before the Commencement Date;  
and
  - (e) otherwise comply with your responsibilities under this contract.

### 23. Settling-In Period

---

#### 23.1 Termination during Settling-In Period

The “fair market rent” under clause 3 is \$750.00 per week calculated weekly, (or on a pro-rata daily basis if You occupied for less than a full seven day week) from the Commencement Date until the date You *permanently vacate* the Unit.

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## ADDITIONAL TERMS

### 24. Term

---

#### 24.1 Term of licence

This licence starts on the Commencement Date and ends on the earliest of:

- (a) the date You *permanently vacate* the Unit;
- (b) the termination of this licence under the terms of this contract;
- (c) the acceptance by Us of a surrender of this contract by You; or
- (d) the date determined in accordance with the *retirement village laws* or an order of any Court or *Tribunal*.

#### 24.2 Payments made at end of Term

At the end of the Term, both parties must make payments to the other as stated in this contract.

### 25. Ingoing Contribution

---

#### 25.1 Payment of Ingoing Contribution

The grant of the licence to you is conditional upon You paying the Ingoing Contribution set out in Item A of the Financial Terms.

#### 25.2 Payment of Initial Portion of Ingoing Contribution

You must pay the Initial Portion of the Ingoing Contribution to Us or any other person We request in writing on or before the Commencement Date.

#### 25.3 Payment of Balance of Ingoing Contribution

- (a) You must pay the Balance of the Ingoing Contribution, to Us or any other person We request in writing, by instalments in the amount specified in Item 4 of the Additional Key Terms.
- (b) If You *permanently vacate* the Unit, and any part of the Balance of the Ingoing Contribution remains unpaid to Us or any other person requested by Us in writing, by instalments or otherwise, You must pay the remainder of the Balance of the Ingoing Contribution to Us or that other person immediately.

#### 25.4 Non-payment

If You occupy the Unit and You have not paid:

- (a) the Initial Portion of Ingoing Contribution by the Commencement Date; or
- (b) the Balance of Ingoing Contribution by the due date or dates for payment,

We may:

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- (c) charge You interest at the Interest Rate on the outstanding monies;
- (d) commence proceedings against You or Your estate to recover the outstanding amount in any court or *Tribunal*; or
- (e) terminate this contract and require You to vacate the Unit. In this case, We will apply to the relevant Court or *Tribunal* to require You to vacate the Unit.

### 25.5 No entitlement to interest

We will not pay any interest in relation to the Ingoing Contribution paid to Us.

### 25.6 Payment of Ingoing Contribution by a person/s other than You

If a person other than You will pay the Ingoing Contribution, You must advise us on or before the Commencement Date and the parties will agree in writing the arrangements concerning the payment of the payment of monies upon termination of this contract.

## 26. Recurrent Charges (refer to Items D and E of the Financial Terms)

### 26.1 Payment of Recurrent Charges

- (a) We will make the General Services available to You and in return, You must pay the Recurrent Charges fortnightly in advance (or as otherwise agreed) to Us or to the person We direct in writing.
- (b) The Recurrent Charges must be paid by You to Us by direct debit or in any other manner as agreed in writing.
- (c) For the avoidance of doubt, we cannot charge You Recurrent Charges for Operating Costs for matters excluded by regulation 26 of the *retirement village laws*.

### 26.2 ~~Calculation of Recurrent Charges by Fixed Formula~~ [Option 1]

~~This clause only applies if the method of variation in Item E of the Financial Terms is marked as "Fixed Formula":~~

- ~~(a) The Recurrent Charges will be calculated and varied by applying the following formula:~~

$$\mathbf{RC = P \times AP}$$

~~where:~~

~~**P** means the percentage referred to in Item D of the Financial Terms.~~

~~**RC** means the Recurrent Charges payable by You for the relevant period.~~

~~**AP** means the maximum annual amount paid to a single person or couple (as the case may be) by the Commonwealth of Australia for the Age Pension (or any replacement of the Age Pension) as at 1 July of each Financial Year.~~

- ~~(b) The AP will be adjusted twice in each Financial Year. We will notify You of any changes to the AP and issue a new notice of the change in Your Recurrent Charges.~~

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## ADDITIONAL TERMS

### 26.3 Calculation of Recurrent Charges Other than by Fixed Formula [Option 2]

This clause only applies if the method of variation in Item E of the Financial Terms is marked as “Non -Fixed Formula”:

- (a) The Recurrent Charges payable by You are calculated as a proportion of the total annual Operating Costs estimated to be incurred whether by Us, in the operation of the Village.
- (b) The Recurrent Charges payable by You are calculated:
  - (i) as a proportion of the total Operating Costs; and
  - (ii) by reference to the number of residents occupying the Unit.
- (c) The Recurrent Charges payable by You on the Commencement Date are set out in Item D of the Financial Terms. The Recurrent Charges will be reviewed annually and any variation will be implemented in accordance with the process set out in the *retirement village laws*.

### 26.4 Vacant units and proportional adjustment

- (a) We will pay for the proportion of Recurrent Charges payable in relation to each completed unit at the Village held by Us and not previously licensed and those previously occupied units that have been *permanently vacated* and remain unoccupied for a period of more than 42 days from *permanent vacation*.
- (b) The amount of Recurrent Charges payable by You will be calculated proportionately for that part of a Financial Year during which You are required to pay Recurrent Charges under this contract.

### 26.5 Operating Costs

We may accrue part of the Operating Costs to any subsequent Financial Year or other period if We think it is reasonable to do so and are permitted under the *retirement village laws*.

### 26.6 Adjustment of Recurrent Charges

- (a) After the end of each Financial Year We will give You a statement of the amount of Operating Costs for that Financial Year and the amount of Recurrent Charges received by Us from all Residents.
- (b) The surplus or deficits of the annual accounts of a retirement village will be dealt with in accordance with the *retirement village laws*.

### 26.7 You agree to pay utilities

You must pay:

- (a) all taxes, charges and levies that are separately charged against the Unit; and

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- (b) all charges in respect of the supply and consumption of any telephone, oil, gas or electricity services connected to the Unit and all other charges and other fees imposed by any public utility or authority or imposed by Us if We are the supplier.

### 26.8 Interest payable on overdue sums

We may charge interest on any of Your Recurrent Charges which are in arrears by more than one month. Such interest will be at the Interest Rate or such other rate as permitted by the *retirement village laws*, whichever is the greater, with such interest to be calculated and added to Your overdue Recurrent Charges.

### 26.9 Overdue and unpaid contribution debt due to Us

We may recover from You all overdue and unpaid Recurrent Charges, including any interest owing, or We may deduct it from any money We owe You.

## 27. Optional services

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### 27.1 Optional Services

If We agree with You to provide Optional Services or You accept Optional Services by using such facilities, You agree:

- (a) to pay, in addition to the Recurrent Charges, any fees or charges for Optional Services provided to You by Us from time to time;
- (b) that the costs of Optional Services are not included in payments of Recurrent Charges; and
- (c) the Optional Services provided to You are set out at Schedule 5, or as agreed in writing from time to time.

### 27.2 Payment for Optional Services

- (a) We will give You on request (or give to all Residents) a list of the fees for the Optional Services.
- (b) You will pay to Us or Our nominated supplier the fees for the Optional Services at the time of use, or as otherwise agreed with Us.
- (c) If You use any Optional Services on a regular basis then You must pay the fees for the Optional Services on a fortnightly basis or as otherwise agreed with Us in writing.

## 28. Outgoing Payments

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### 28.1 Payments after termination

Upon termination of this contract, We will pay to You an amount called the Outgoing Payment calculated in accordance with Item I of the Financial Terms.

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### 28.2 Timing for Outgoing Payment

We will pay You the Outgoing Payment in accordance with Item N of the Financial Terms.

### 28.3 Payment to Your Estate

- (a) If a payment is required to be made under this contract to You or Your executors or administrators, We will pay it when a certified copy of the grant of probate of the will or letters of administration has been given to Us. We will only pay a payment required under this contract in favour of Your estate or as otherwise agreed with Us in writing.
- (b) If We are unable to identify your executor or administrator we may make an application to the *Tribunal* for orders dealing with the Outgoing Payment.

### 28.4 Payment of Outgoing Payment to a person/s other than You

Subject to clauses 28.2 and 25.6, We will pay the Outgoing Payment to the person/s that paid Us the Ingoing Contribution under clause 25.6.

### 28.5 Release

Upon payment by Us of the Outgoing Payment to You under this contract, You release and discharge Us from:

- (a) any further claim for money payable to You in relation to this contract; or
- (b) for any obligation owed to You in relation to this contract,  
  
except if we have been negligent and subject to your rights under the *retirement village laws*.

## 29. Payments by You

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### 29.1 Departure Fee

- (a) You must pay the Departure Fee on the same date that We must pay the Outgoing Payment or We may deduct the Departure Fee from your Ingoing Contribution.
- (b) The Departure Fee is not payable in respect of any period after You *permanently vacate* the Unit.

### 29.2 Other Payments

On the same date that We must make the Outgoing Payment, You must pay to Us:

- (a) any outstanding amount owing in respect of Recurrent Charges;
- (b) any amount required to fund Your default on Your part in the performance or observance of any terms in this contract; and

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- (c) the cost to clean and repair the Unit and replace any Inclusions or other items in the Unit so as to return it to the same or similar condition as at the Commencement Date and as set out in the condition report, fair wear and tear excepted.

### 29.3 Set off of payments

We may set off any amount that You owe to Us under this contract against any amount that We owe to You.

## 30. Inspection of Unit

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### 30.1 Inspection of Unit by Resident

You acknowledge that before taking occupation of the Unit You have thoroughly inspected the Unit and are satisfied with the condition and state of repair of the Unit, or with the arrangements that We have in place for the Unit.

### 30.2 Condition report

You and We agree that the condition and state of repair of the Unit at the time You occupy the Unit is in accordance with the Condition Report.

### 30.3 Inspection of Unit by potential incoming resident

We may enter Your Unit after giving you seven days' notice on dates and times as agreed or as permitted under the *retirement village laws* to allow Us to inspect the Unit with a potential Incoming Resident.

## 31. Use of Unit

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### 31.1 Your obligations

- (a) You may only use Your Unit as Your principal place of residence and not for any commercial or other purpose.
- (b) You must:
- (i) not use the Unit or allow the Unit to be used for any illegal purpose and comply with all relevant laws;
  - (ii) not cause a nuisance;
  - (iii) not cause damage to the Unit (other than fair wear and tear) or any property belonging to Us or another Resident;
  - (iv) notify Us as soon as practicable of any damage to the Unit or any other property of Ours caused by You or for which You are responsible;
  - (v) notify Us as soon as practicable of any burst water service, blocked or broken lavatory system or roof, gas leak or dangerous electrical fault in the Unit or failure or breakdown of any essential service on or to the Unit or any fault or damage that causes the Unit to be unsafe or not secure; and

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- (vi) not hinder or obstruct Us or a person authorised by Us from carrying out maintenance or capital replacement in respect of an *item of capital* for which We are responsible.

### 31.2 You must not allow others to occupy the Unit

- (a) You must not allow any person to occupy Your Unit without Our prior written consent which may be given or withheld in Our absolute discretion or given subject to any conditions that we consider appropriate.
- (b) You must not allow any person to stay in the Unit as Your guest for any period longer than 4 weeks.

## 32. Visitors

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### 32.1 Access by Visitors invited to the Village by You

We may issue directions to and remove any of Your Visitors if:

- (a) they behave in a way that interferes with the quiet enjoyment of other Residents;
- (b) harass or intimidate Our staff, other Residents or other visitors;
- (c) cause a breach of this contract; or
- (d) breach laws, including work, health and safety laws.

## 33. Delivery of goods or furniture to Your Unit

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- (a) Goods or furniture may only be delivered to Your Unit through such entrances and exits as We permit and only at such times and in such manner as will cause minimum interference with other Residents.
- (b) You must request Our prior approval before any goods or furniture are delivered, which will not be unreasonably withheld.
- (c) Goods or furniture must not to be left in any Common Areas at any time.
- (d) You agree that goods or furniture left in the Commons Areas may be treated by Us as abandoned and We may dispose of it as We see fit and in accordance with the *retirement village laws*.
- (e) Goods or furniture left in any Common Areas will be removed at Your cost and You will pay Us on written demand the reasonable costs of removal and disposal of such goods or furniture.

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### 34. Redecoration

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#### 34.1 Installation of fixtures or fittings by You

- (a) You must not make structural alterations or additions to the Unit without Our prior written approval and if We request, You will submit plans and specifications of the proposed work to Us.
- (b) We may set conditions for any work you propose as may be reasonably necessary including an obligation for you to remove any alterations or additions upon your departure and to reinstate the Unit.
- (c) If You request Us in writing to make structural alterations or additions to the Unit, You must pay for all such work done by Us, or Our Agent, regardless of whether the work is done before, during or after the *settling-in period*.

#### 34.2 Furniture and fittings installed by You

You will be responsible for the installation of fixtures or fittings by You or on Your behalf without Our involvement.

#### 34.3 You must notify Us of damage

You agree to notify Us of any damage or defect in the Unit or the Inclusions.

### 35. Variations to Unit

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#### 35.1 External variations

You must not erect, display, exhibit or affix anything on the exterior of Your Unit including signs, letters, lights, embellishments, advertisements, names or notices without Our prior written approval.

#### 35.2 Internal variations

You must not erect, display, exhibit or affix anything to the interior of Your Unit including signs, letters, lights, embellishments, advertisements, names or notices which are visible from the outside of Your Unit without Our prior written approval.

### 36. Inclusions and repairs and maintenance

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#### 36.1 Inclusions retained by Us

Ownership of the Inclusions belongs to and remains with Us.

#### 36.2 Inclusions pass to Us

On the date that We receive a New Ingoing Contribution from an Incoming Resident and We pay You the Outgoing Payment, ownership of the following will pass to Us:

- (a) any Inclusions You have replaced;

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- (b) any modifications or additions made by You to the Unit including any Inclusions acquired by You during the Term of this contract; and
- (c) any modifications or additions made by Us to the Unit at Your request whether made before or during the Term of this contract and whether paid for by You or Us,  
  
and You will not be entitled to claim any compensation or payment for any such additions, modifications or Inclusions.

### 36.3 Resident to repair and maintain

- (a) You will, at Your own expense, keep Your Unit and the Inclusions in good repair, having regard to their condition at the Commencement Date.
- (b) You do not need to do any work of a structural nature, except where damage is caused by You or You have done or failed to do something which caused the damage.
- (c) Some of the things You agree to do at Your cost, are:
  - (i) change the light globes in the Unit;
  - (ii) keep the inside of the windows and the interior surfaces of Your Unit clean;
  - (iii) immediately repair any damage to any part of the Inclusions, Your Unit, the common facilities or the Village caused by You or Your Visitors;
  - (iv) eradicate any pest infestation in Your Unit and, if We ask You, engage a licensed pest exterminator approved of by Us;
  - (v) keep and maintain pipes, drains and water closets in Your Unit in a clean and working condition;
  - (vi) store garbage in proper receptacles and put it in the bins We provide; and
  - (vii) comply with all laws relating to the use of Your Unit.
- (d) You must notify Us of any necessary maintenance required to Your Unit as referred to in this clause, before You carry it out. We may, in Our discretion, employ tradespeople or ask Our maintenance staff to carry out the maintenance at a reasonable cost. You agree to pay Our costs for maintenance for which You are responsible under this contact and/or the *retirement village laws* (other than those contained in the Recurrent Charges) within seven days of being notified.
- (e) You must not carry out maintenance or employ tradespeople to carry out maintenance without first obtaining Our consent. If We give Our consent, You agree to only employ licensed tradespeople that We approve of and subject to any reasonable conditions we may impose. Such conditions may include (but are not limited to) the requirement that the tradesperson has adequate public liability insurance and complies with work health and safety requirements.
- (f) Despite any other provision in this clause, We reserve the right to undertake repairs and maintenance to the Inclusions and to Your Unit at Our cost, as We notify You from time to time.

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### 37. Insurance

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#### 37.1 Insurance of Your Unit by Us

We will insure and keep insured Your Unit during Your occupation against damage or destruction and public liability for an amount determined by Us at Our sole discretion and with an insurer determined by Us or as required by any law.

#### 37.2 Resident not to void insurance

You must not do, or allow anything to be done that may:

- (a) increase the premium to be paid in respect of any insurance policy effected by Us or for Our benefit; or
- (b) render void any insurance policy effected by Us or for Our benefit.

#### 37.3 Your insurance

- (a) If you have a motorised wheelchair, You must not use the motorised wheelchair within the Village unless You have taken out insurance of not less than \$5,000,000.00 (or such other amount as agreed by Us in writing), for any liability arising from the use of the motorised wheelchair. You must produce evidence of such insurance if We ask You for it.
- (b) We recommend that you (but you are not obliged to) insure Your property contained in or about the Unit to the full insurable value against loss or damage and insure for any public risk including any risk arising from any contractors, employees or guests You engage from time to time or who may enter your Unit or come onto the Village at your request.

### 38. Indemnities

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#### 38.1 Risk and indemnity

- (a) Unless We are negligent We will not be liable or responsible for any damages, loss or injury incurred or suffered by You, Your invitees or guests.
- (b) You use the Village at Your own risk and unless We are negligent, You indemnify Us, Our staff and contractors from all claims made or threatened against Us arising out of or resulting from any accident, damage or injury occurring in the Village or the Unit, caused by You or Your invitees or Visitors within your reasonable control or any arising out of or resulting from Your breach of this contract.
- (c) If any property in the Unit is destroyed or damaged We are not liable to pay for this unless We are negligent.
- (d) You indemnify Us and Our staff against all claims arising from one or more of the following:
  - (i) Your unlawful or negligent acts and omissions;
  - (ii) Your breach of this contract;

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- (iii) the negligent use, or misuse, by You or Your invitees within your control of the water, gas, electricity, oil, lighting and other services and facilities in the Unit; and
- (iv) overflow or leakage of water having its origin in the Unit.

(e) If you directly engage a contractor to come onto the Village, then you must ensure that they will be responsible for their own acts and omissions and have adequate insurance.

### **38.2 Suitability of Unit**

We do not expressly or impliedly warrant that Your Unit is now or will remain suitable for all or any purpose other than as an independent retirement living unit.

### **38.3 Interruption of Services**

We are not liable for any loss or damage You suffer as a result of the malfunction or interruption of or to the water, gas, telephone, internet, television, electricity or other services connected or supplied to the Unit.

## **39. No assignment or mortgages**

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You must not assign or novate your rights, sublet, sublicense, transfer, charge or declare a trust over the Unit without obtaining Our written consent.

## **40. Temporary absences**

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For the avoidance of doubt, any period of temporary absence taken by You will be deemed as if You were still occupying the Unit for the purposes of this contract, including the obligation to pay Recurrent Charges.

## **41. Medical information, assistance and treatment**

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### **41.1 Supply of medical information**

If requested by Us, You must:

- (a) supply to Us all relevant information in relation to Your current medical condition; and
- (b) keep Us informed of any significant changes to Your current medical condition.

### **41.2 Authority for us to obtain medical assistance**

(a) You authorise Us:

- (i) to obtain medical assistance and assessment as may be necessary at any time We reasonably consider necessary for Your health and wellbeing;
- (ii) to assist in arranging for Your accommodation in a hospital, hostel, nursing home, aged care facility or other facility if in Our opinion You become

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temporarily or permanently incapable of residing in Your Unit because of ill health or any other reason. If We choose to exercise Our rights under this clause, We will consult with You and, where appropriate, Your family and Your medical practitioner. If You and We are unable to agree on appropriate arrangements under this clause, We may exercise any rights We may have to apply to the *Tribunal* for an order terminating this contract.

- (b) You must pay all costs incurred by us under this clause, including relocation and accommodation costs.

### 41.3 Your personal file

If requested by You, We will give You a copy of the file kept by Us in relation to You within seven days of that request.

### 41.4 Confidentiality and Privacy

We will comply with all relevant privacy laws and treat as private and confidential, and not disclose to any other party, except in accordance with this clause or relevant laws, all relevant medical information provided to Us in relation to Your current medical condition and You agree to keep Us informed of any changes to Your current medical condition. Transfers.

## 42. Transfers

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### 42.1 You may request a transfer to another unit

You may request to move from Your Unit to a Substitute Unit. We will consider any request You make, but We may not be able to provide the Substitute Unit.

### 42.2 Transfers to Substitute Units

If You move from Your Unit to a Substitute Unit:

- (a) We will notify You of the amount We will pay You under this contract, the ingoing contribution, the current recurrent charges and any other charges for the Substitute Unit before You commence living in the Substitute Unit;
- (b) the ingoing contribution for the Substitute Unit will be the amount of any refund due or to become due to You under this contract, unless We notify You of a higher ingoing contribution for the Substitute Unit, or agree an alternate payment arrangement with You;
- (c) We will retain the payment due to You under this contract on account of the ingoing contribution payable by You to Us for the Substitute Unit;
- (d) if the ingoing contribution for the Substitute Unit is more than the refund that will be due to You under this contract, You will pay Us the difference before You start living in the Substitute Unit;
- (e) You will enter into a new resident contract for the Substitute Unit; and

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- (f) You will be taken to have had a continuous residence right for all purposes under this contract, including for the calculation of the Departure Fee.

### 42.3 Recurrent charges

If You transfer to another a Substitute Unit within the Village or to a Unit in another retirement village operated by Us, You will pay Recurrent Charges at the rate applicable for that Substitute Unit from time to time and any other amounts which apply for the Substitute Unit.

### 42.4 Transfer to residential care under the *Aged Care Act 1997* (Cth)

If You transfer to other accommodation:

- (a) that is managed or controlled by Us; and
- (b) in which You will be provided with residential care under the *Aged Care Act 1997* (Cth),

then the following provisions will apply:

- (c) the provider of residential care will advise You of the amount of any refundable accommodation deposit (RAD) or refundable accommodation contribution (RAC) or daily accommodation payment (DAP) or charge and any resident fees payable by You;
- (d) You will enter into a new and separate residential care agreement which comply with the *Aged Care Act 1997* (Cth) at which time this contract will be deemed to have come to an end; and
- (e) if the accommodation costs payable by you is more than the Outgoing Payment due or to become due to You under this contract, the difference will be paid by You in accordance with the residential care agreement.

## **43. Termination and surrender (See also clause 11 of General Terms)**

### 43.1 Notice to vacate by You

You may vacate the Unit at any time by giving one month's notice in writing to Us of Your intention to vacate. If You do so, You must vacate the Unit immediately upon expiry of that month. If You do not vacate the Unit at the end of that month then the contract is deemed not to have terminated until You vacate the Unit.

### 43.2 Disability on part of Resident

We may terminate this contract on medical grounds under the *retirement village laws*.

### 43.3 Notice of termination

- (a) On the happening of any of the events described in clause 11.2 of the General Terms and clause 43.2, We will give to You at least 14 days written notice of Our intention to make any application to any applicable Court or *Tribunal* to terminate this contract.

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- (b) The notice of intention to terminate will clearly set out the grounds for termination.
- (c) If We obtain an order from the relevant Court or *Tribunal* terminating this contract, you must vacate the Unit within the period set out in the order or if no such period is contained in the order, within 28 days after the date of the order.

### 43.4 Vacating Unit does not release You from liability

- (a) Vacating the Unit does not release You from liability to pay any further money payable under this contract after the date of termination.
- (b) Any money payable by You, can be set off against the Outgoing Payment due to You.

## 44. Your obligations when vacating

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### 44.1 Leave the Unit in good order

You will on termination of this contract leave the Unit in a good state of repair, fair wear and tear excepted.

### 44.2 Removal of Your furniture, furnishings and fittings

- (a) You will at or prior to termination of the contract, remove Your property from the Unit and leave the Unit in a clean condition.
- (b) When You remove Your property, You will not cause any damage to the Unit or Common Areas. If damage is caused, You will make good the damage.
- (c) We may restore the Unit to its condition at the Commencement Date (fair wear and tear excepted) at Your expense and recover on demand to You the cost of doing so.
- (d) We may restore any damage to the Common Area caused by You or Your agents or contractors at Your expense and recover on demand to You the cost of doing so.
- (e) If any of Your property is not removed from the Unit after termination, We can give You notice that after thirty days, We will deem it abandoned and it will become Our property to keep, dispose of or sell (at Your expense).
- (f) If any of Your property is not removed from the Unit after termination, and it includes perishable foodstuffs or unsafe or dangerous goods, We can give You notice immediately that We will deem it abandoned and it will become Our property to keep, dispose of or sell (at Your expense).

## 45. Upgrade or Change of Use

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### 45.1 We can alter Village

Subject to the *retirement village law*, we may:

- (a) add to or modify the Village as We believe is appropriate at Our sole discretion;
- (b) demolish or otherwise redevelop part of the Village which may affect Your use of the Unit;

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- (c) subdivide or excise portions of the whole of the Land for other purposes; or
- (d) grant an easement to any person or authority as necessary and this contract will be subject to such an easement. We will not grant an easement to any person or authority if the right granted would deprive You of the substantial use and enjoyment of Your Unit.

### 45.2 Notice to be issued upon Upgrade or change of use

- (a) If We intend to undertake development of part or all of the Village which may include Your Unit, and the planned works will most likely interfere with Your peace, comfort and the quiet enjoyment of Your Unit, then We will give You at least 12 months written notice that We require You to vacate Your Unit to permit the works to be undertaken.
- (b) The Redevelopment Notice will specify:
  - (i) the nature of the work to be performed;
  - (ii) the estimated duration of the work;
  - (iii) the date We require You to vacate Your Unit to permit the works to be performed;
  - (iv) whether at the conclusion of the works You will be able to resume occupation of Your original Unit; and
  - (v) whether You are entitled to relocate to an alternative Unit in accordance with clause 45.4 within the Village.

### 45.3 Receipt of Redevelopment Notice

If We issue a Redevelopment Notice:

- (a) You may request to be relocated to another Unit in the Village, in which case the provisions set out in clause 45.4 will apply; or
- (b) You may give us a written notice that you wish to surrender Your Unit (**Surrender Notice**) within the 12 month notice period of Our Redevelopment Notice. This contract will then terminate and the provisions relating to payments due to You from Us and from You to Us on termination of this contract will apply. You must vacate Your Unit within 30 days of Your Surrender Notice.

### 45.4 Relocation to another Unit within the Village

If, after receiving a Redevelopment Notice, You give us a written notice that You agree to relocate to another Unit within the Village (**Relocation Notice**), then:

- (a) We will provide You with a list of all alternative Units in the Village available for occupation by You, following vacation of Your Unit. The alternative Units will be:
  - (i) of approximately the same standard or a superior quality to the Unit under this contract;

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- (ii) requires no greater financial outlay on Your part of the resident than under this contract; and
- (iii) acceptable to You or reasonably ought to be acceptable to You;
- (b) You will have the right to nominate one of the alternative Units You wish to occupy (**Second Unit**) by written notice to Us specifying the Second Unit (**Nomination Notice**). You must give us Your Nomination Notice at least seven days before You vacate Your current Unit;
- (c) You agree to vacate Your Unit by the end of the seven day notice period in Your Nomination Notice;
- (d) You will enter into a new contract (**Second Contract**) for the Second Unit. The Second Contract will be on the same terms and conditions as this contract, except that We will prepare a new condition report for the Second Unit;
- (e) the ingoing contribution made by You under the Second contract will be the same as for this contract;
- (f) for the purposes of calculating the outgoing payment under the Second contract, the Second contract will be taken to have commenced from the Commencement Date of this contract; and
- (g) We will pay Your reasonable expenses in relocating to the Second Unit and connecting all utilities to it.

### **45.5 Relocation to another Unit other than the Second Unit within the Village**

If, at the conclusion of the works or at any other time, You decide that You want to relocate to another Unit other than the Second Unit, You must surrender the Second Unit, terminate the Second Contract with Us and enter into a new agreement for the alternative Unit, including agreeing to pay any adjustment to the incoming contribution for the alternative Unit. The departure fee for the Second Unit will be calculated based on the Commencement Date of this contract.

## **46. Destruction or damage**

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### **46.1 Unit unfit for occupation**

If the whole or part of Your Unit is destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so the Unit is unfit for occupation, We will, to the extent of any payment received by Us under a relevant insurance policy:

- (a) rebuild or reinstate or otherwise make fit for occupation Your Unit within a reasonable time; and
- (b) provide to You alternative accommodation at no cost for the period the Unit is unfit for occupation provided that:
  - (i) the damage or destruction of the Unit was not caused or contributed to by Your act or omission;

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- (ii) You comply with the terms and conditions contained in this contract at all times; and
- (iii) You agree to continue to pay Recurrent Charges while living in the alternative accommodation.

### **46.2 Recurrent Charges**

- (a) If the Unit is unfit for occupation, You shall not pay the Recurrent Charges for the Unit (or a proportionate part according to the nature and extent of the destruction or damage of Your Unit) to Us, unless you have caused or contributed to the destruction or damage through Your breach of this contract.
- (b) We are entitled to receive the full amount of any claim on any insurance policy taken out by Us where such amounts are intended to compensate Us against any loss of Recurrent Charges.

### **46.3 Destruction of Unit or Village**

If the Unit or any other facilities in the Village are totally destroyed or damaged so extensively as to prevent (by order of any authority or court) the restoration of the Unit or the other facilities in the manner referred to in clause 46.1, or We are unable to find alternative accommodation for You in the Village, We may terminate this contract and the provisions relating to payments due to You from Us and from Us to You on termination of the contract will apply.

## **47. Management and operation of the Village**

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### **47.1 Operation**

We will at all times endeavour to ensure that the Village is managed and conducted to a reasonable standard in a sensible and financially prudent manner.

### **47.2 Emergency assistance**

- (a) You may enter into a service agreement for emergency monitoring and assistance through an external provider.
- (b) We may request You to enter into an arrangement for the provision of emergency monitoring through an external provider where We reasonably believe Your health and well-being is at risk.

### **47.3 Use of Common Areas**

- (a) The Common Areas are subject to the Village Rules and Our further directions issued from time to time, to ensure their orderly use and enjoyment.
- (b) You agree not to obstruct any part of the Common Areas or use the Common Areas for business or display purposes without Our prior written consent.
- (c) We may, with appropriate cause, prohibit any person from entering or remaining on any of the Common Areas at any time.

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### 47.4 Licence for use of Common Areas

We can allow any person under their supervision or direction to use the Common Areas for any reasonable purpose including holding any function or exhibition, but in doing so will consider and attempt to ensure Your quiet enjoyment of the Unit and the Village.

### 48. Village Rules

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- (a) This contract includes the Village Rules as amended from time to time.
- (b) We will give You written notice of any changes to the Village Rules in accordance with the *retirement village laws*.
- (c) A failure to comply with any of the Village Rules will constitute a breach of this contract.

### 49. Residents' Committee

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The residents of Village may form a Residents' Committee under the *retirement village laws*.

### 50. Safety

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#### 50.1 Safety and emergency

We will:

- (a) prepare written safety and emergency procedures, and take reasonable steps to ensure that Residents are familiar with such procedures;
- (b) undertake a safety inspection at least once each year, and make a safety inspection report on the findings of any such inspection; and
- (c) make a copy of the inspection report available to the Residents Committee and place a copy of the report on the notice board in a communal area within the Village for at least one month.

#### 50.2 Emergency and home care service vehicles access

We will take all reasonable steps to ensure that:

- (a) emergency and home care service personnel have unimpeded vehicular access to the Units in the Village at all times; and
- (b) the Residents, and local emergency and home care service agencies, are consulted and kept informed about any arrangements made to secure that access.

#### 50.3 Installation of smoke alarms

We, or any person authorised by Us, may:

- (a) enter Your Unit to install a smoke alarm that is legally required to be installed in the Unit; and

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

- (b) replace a battery in any smoke alarm installed in the Unit, but only if seven days' notice has been given to You.

### 51. Accounts

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#### 51.1 Audit of Accounts and Records

We may, if requested by the Residents or in Our discretion, and will if required by law, audit the accounts of the Village.

#### 51.2 Accounts and records to be kept

We will keep proper accounts and records of all income and expenditure in relation to the Village and provide copies of audited accounts to You within four months of the end of every Financial Year.

### 52. Expenses and stamp duties

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#### 52.1 Expenses

- (a) Subject to clause 52.1(b) and the *retirement village laws*, You must pay Us, and indemnify Us against all expenses (including legal fees, costs and disbursements) incurred by Us in connection with the surrender of this contract and any subsequent consent, agreement, approval, amendment or waiver.
- (b) We cannot charge you for legal, accounting or other services incurred by Us in corresponding with you or a person acting on your behalf or in enforcing this Agreement.

#### 52.2 Rights against Your estate

We may recover any amount owed by You under this contract and not paid after your *permanent vacation* from the Unit as a debt due by Your estate. All costs incurred by Us in recovering this amount together with all accrued interest is a debt due by Your estate.

#### 52.3 Duties

You will pay all stamp duty, registration fees and similar taxes, including fines and penalties due to Your delay or default that may be payable to any authority in connection with this contract.

### 53. GST

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If any payment made by You to Us under or relating to this contract or the provision by Us, to You of any service, product or good constitutes consideration for a taxable supply for the purposes of GST under the GST Act or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by Us after payment of that GST is the same as if We were not liable to pay GST for that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breaches, termination, and indemnities arising from this contract.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 54. General

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#### 54.1 Laws

Each party must comply with all relevant laws in connection with this Agreement.

#### 54.2 Nominated representative

- (a) You may authorise a person:
  - (i) to represent You in dealings with Us and with staff of the Village; and
  - (ii) to whom matters affecting You may be referred if You are ill or unavailable.
- (b) If You wish, You may invite Your nominated representative to participate in any major consultation between You and Us. The nomination will continue until You notify Us that the nomination is cancelled.

#### 54.3 Counterparts

This contract may be executed in more than one copy. If more than one copy is executed, all copies together constitute one and the same agreement.

#### 54.4 Amendment

This contract can only be amended by all parties signing in writing.

#### 54.5 Waiver

No waiver by Us of any breach by You of any obligation or provision of this contract is effective unless We sign it in writing. No failure, by Us to exercise any right, in relation to this contract will affect that right, or is a waiver of that right.

#### 54.6 Governing Law and Jurisdiction

This contract is governed by and subject to the law in the State of New South Wales. Any legal action in relation to this contract against any party or its property may be brought in any court of competent jurisdiction in that jurisdiction.

#### 54.7 Further assurance

Each party must execute any agreement and perform any action necessary to give full effect to this contract, whether before or after performance of this contract.

#### 54.8 Severability

Any provision of this contract which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this contract or the validity of that provision in any other jurisdiction.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 55. Definitions and interpretation

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#### 55.1 Definitions

In this contract and in any Village Rules unless the contrary intention appears, the following definitions shall apply (in addition to those in clause 1):

**Additional Key Terms** means the Additional Key Terms at the beginning of the Additional Terms of this contract.

**Age Pension** means the maximum annual amount paid to a single person or a couple (as the case may be) by the Commonwealth of Australia for the Age Pension as at 1 July of each Financial Year excluding any supplements.

**Balance of Ingoing Contribution** means the amount identified in the Additional Key Terms.

**Capital Works Fund** means a fund operated by Us and held in a separate bank account, for maintaining and repairing the Village's *items of capital* and (subject to the *retirement village laws*) any other purpose We consider necessary or beneficial to the Village, as funded by the Residents' Recurrent Charges.

**Commencement Date** means the date set out in the Additional Key Terms or if no date is specified, the date You may occupy Your premises as set out in the Key Terms.

**Common Areas** means those areas of the Village which are made available (at Our discretion) for the use and enjoyment in common of the Residents of the Village, or other persons authorised by Us.

**Condition Report** means the condition report attached as Schedule 3.

**Departure Fee** means the amount paid on termination or surrender of this contract as calculated in accordance with the formula set out in Item H of the Financial Terms.

**Financial Year** means 1 July of each year to 30 June of the following year.

**GST** has the same meaning as it does in the GST Act.

**GST Act** means any tax or charge implemented under the *A New Tax System (Goods & Services Tax) Act* (Cth) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to the GST Act.

**General Services** means the services provided by Us to Residents of the Village and such services as required to be provided by Us to properly operate and conduct the Village as a quality retirement village including the services set out in Schedule 4 of this contract.

**Inclusions** means all fixtures, fittings, furnishings and non-fixed items including cupboards, internal doors, light fittings, carpet, fixed floor coverings, bench tops, built-in wardrobes, hot water systems, stoves, fridges, microwave, dishwasher, clothes washing machine and clothes drier, taps, sanitary ware, fans and ventilation, ducting and air-conditioning system which are within or attached to or service the Shell of the Unit at the Commencement Date and which may be more particularly specified by Us from time to time.

## ADDITIONAL TERMS

**Incoming Resident** means a new resident who enters into a new contract with Us for Your Unit after termination of this contract.

**Ingoing Contribution** means the amount identified in Item A of the Financial Terms.

**Initial Portion of Ingoing Contribution** means the amount identified in the Additional Key Terms.

**Interest Rate** means the maximum permissible interest rate that may be charged on overdue amounts of accommodation bonds or refundable accommodation deposits as defined and determined in the *Aged Care Act 1997* (Cth).

**Land** means the land being the dedicated lot or lots at which the Village is located.

**Manager and Management and Operator** means a person or entity engaged by Us to operate and manage the Village on Our behalf.

**New Ingoing Contribution** means an ingoing contribution paid to Us by the Incoming Resident under a new contract entered into after termination of this contract.

**Operating Costs** means, subject to the *retirement village laws*, the costs that are necessary to meet Our obligations contained in this contract to provide and maintain the General Services and to operate, administer and maintain the Village and the Units in the Village, which include:

- (a) all rates, including council rates, water rates, electricity, gas or other fees from utilities and all charges and expenses payable for installation, repair or consumption of water, gas, oil, electricity, light, power, fuel, telephone, sewerage, garbage and other services or requirements supplied to the Village for the purpose of conducting the Village;
- (b) stamp duty, bank charges, reasonable fees and the costs of establishing and maintaining all records required by any statute or otherwise, the cost of keeping proper books of account, the costs including postage, preparation, printing and sending notices and correspondence;
- (c) all taxes including any GST arising under any supply made by Us to You or any person, any land tax calculated on the basis that the Village is the only land owned by Us any government taxes, levies or duties including any sales tax, or goods and services tax which may be charged to Us or for which We become liable in relation to the conduct and management of the Village but excluding income tax payable by Us;
- (d) all insurance premiums payable by Us in respect of policies of insurance for:
  - (i) repair and reinstatement of the Units, the buildings and infrastructure of the Village for the full replacement value arising out of its damage or destruction by any cause including flood;
  - (ii) public liability for personal injury and property damage;
  - (iii) workers compensation and voluntary workers compensation;
  - (iv) loss of Departure Fees, Recurrent Charges and other income foregone or expense incurred that may arise from any relocation of Residents or any other reason;

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

- (v) any other insurance that We are required by law or statute to take out or that We in our discretion elect to take out;
- (e) upkeep and maintenance of all fire alarms systems, rainwater detention/retention tanks & pumps, and all monitoring and safety services provided to the Village and the Units (if any);
- (f) all services provided to the Common Areas and the Village including ground maintenance cleaning, lighting, pest control, waste removal, gardening and landscaping, fire prevention and any other services as determined by Us;
- (g) costs for maintaining and repairing all ventilation, air-conditioning, cooling and heating of the Common Areas (other than as specifically reserved to be Your responsibility);
- (h) costs incurred in maintaining and repairing the Village and the Units, including repairs to Common Areas (other than as specifically reserved to be Your responsibility);
- (i) the costs incurred by Us in managing the Units and the Village;
- (j) interest on money borrowed or raised by Us or any other person in respect of or for the conduct of the Village;
- (k) the cost of carrying out work required by or as directed by any Federal, State or local government authority or any competent authority having jurisdiction or authority over or in respect of the Village or in respect of our conduct and operation of the Village;
- (l) any other amount that We may, from time to time, deem reasonable and desirable to provide for future repairs, renovations and alteration of non fixed equipment and machinery such as air-conditioners, fridges, microwaves, dish washing machine, washing machine, dryers, furniture, equipment and furnishings;
- (m) the cost of purchasing, leasing, hiring, providing, running and maintaining any motor vehicles or other machinery or equipment that We consider necessary for the operation or maintenance of the Village or the provision of General Services to Residents;
- (n) the cost of providing any information, technology and communication services;
- (o) the cost of administration staff and all other staff necessary to manage and operate the Village and provide any services to its Residents including all fringe benefits taxes, payroll tax or other taxes and costs related to employment of staff members;
- (p) the cost of site management services whether provided on site or off site by the Manager;
- (q) the cost of bush fire management and emergency evacuation plan management;
- (r) the cost of all goods and services necessary to provide and maintain the General Services to Residents;
- (s) any other expenses We incur for the operation, management and conduct of the Village including all provisions, stationery, products and consumables acquired for the conduct and operation of the Village.

For the avoidance of doubt, we cannot charge You Recurrent Charges for Operating Costs for matters excluded by regulation 26 of the *retirement village laws*.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

**Optional Services** means the optional services that may be provided to You by Us or any other third party set out in Schedule 5 of this contract.

**Our Staff** means Our Managers, officers, employees, contractors, tradespeople or subcontractors.

**Outgoing Payment** means the amount payable by Us under clause 28.

**Recurrent Charges** means the amount paid in respect of General Services by the Resident on an ongoing basis as calculated in accordance with the formula set out in clause 26.2.

**Redevelopment Notice** means a notice issued under clause 45.2(a).

**Resident** means a resident of the Village.

**Residents** means any and all of the Residents of the Village.

**Residents' Committee** means any committee formed by the Residents from time to time under the *retirement village laws*.

**Residents' Forum** means a general meeting of all the Residents of the Village.

**Shell of the Unit** means:

- (a) the cubic air space bounded by and including the upper side of the floor including floor coverings and tiles, the finished surfaces of the ceiling, the inside of the window frames and window panes and the internal finished surfaces of the exterior perimeter walls of the Unit; and
- (b) the balcony, terrace and courtyard (where applicable).

**Substitute Unit** means another residential unit within the Village or another retirement village managed or controlled by Us.

**Term** means the duration of this contract as determined by clause 24.

**Unit** means the unit at the Village described as *Your premises* in the Key Terms including the Inclusions, the area bounded by (and including) the floor coverings or finished floor surfaces, the finished surface of the ceiling, and the inner surface of finished walls, external doors and windows.

**Village** means the village described in the Key Terms.

**Village Rules** means the rules of the Village as created, varied or amended by Us from time to time and attached as Schedule 1;

**Visitor/s** means Your visitors, guests, invitees, contractors, employees or tradespeople who come onto the Village or into Your Unit at Your invitation or request.

**We, Us, Our** means **United Protestant Association of NSW Limited ABN 71 050 057 620,.**

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 55.2 Interpretation

In this contract unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) any reference to a party to this contract includes its successors and permitted assigns;
- (e) any reference to any agreement or document includes that agreement or document as amended at any time;
- (f) A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under the statute.
- (g) the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (i) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

# ADDITIONAL TERMS

## Schedule 1 – Village Rules

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This is Schedule 1 to the contract between Us and You being the Village Rules of the Village at the Commencement Date.

These rules have been made to maintain a peaceful, comfortable and enjoyable Village environment for all residents, staff, visitors and guests.

### 1. NOISE

- (a) A Resident shall not within the unit create any noise likely to interfere with the
- (b) peaceful enjoyment of the Resident or occupier of another unit or of any person lawfully using the common property or complex.
- (c) A Resident shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Resident or occupier of another unit or of any person lawfully using common property or the complex.
- (d) A Resident shall not consume excessive amounts of alcohol in the unit or on the common property or complex

### 2. PARKING

- (a) As parking spaces are limited within the village, you may park your vehicle only on your own garage or other parking space allocated specifically to you or to all residents. You must not park or stand a vehicle on any other part of village.
- (b) This rule does not prevent you from stopping to allow passengers to get out of or enter your vehicle.
- (c) However, under no circumstances may a vehicle be parked or driven on grassed areas.
- (d) In the interests of safety, drivers within the village must obey speed limits and other traffic signs at all times.
- (e) “Visitor Parking” spots are available for use only by visitors, tradespeople, visiting doctors, emergency vehicles or other people just visiting the village. They are not to be used by residents, guests staying overnight or longer.
- (f) In this rule, vehicle means car, caravan, trailer, boat, motor bike or any other motor vehicle.

### 3. COMMON PROPERTY

- (a) A Resident shall not obstruct lawful use of common property by any person.
- (b) A Resident shall not:- damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the complex, or use for his own purposes as a garden any portion of the complex except with the consent of Management.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## **ADDITIONAL TERMS**

- (c) Without the approval of Management a Resident shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any wall or structure within the unit.
- (d) A Resident when upon common property or the complex shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the Resident or occupier of another unit or to any person lawfully using the common property or the complex
- (e) A Resident shall not permit any child of whom he/she has control to play upon the common property of the complex, unless accompanied by an adult exercising control.
- (f) A Resident shall not deposit or throw upon the common property or the complex any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Resident or occupier of another unit or any person lawfully using the common property or complex.
- (g) A Resident or occupier of a unit:-
  - Shall not transport any furniture or large object through or upon common property within the Retirement Village unless you have first given Management notice of your intention to do so sufficient in the circumstances to enable Management to arrange for its nominee to be present at the time when you do so.
  - Shall be liable for any damage caused to the Retirement Village by the removal of your furniture to or from the unit.

### **4. PETS**

- (a) Management regrets, but necessarily from a practical point of view, no dog or cat can be kept in a unit or in the common property or on the complex.
- (b) You may keep fish or a small caged bird (for example budgerigar or canary) in your unit without the need to let us know or get our consent. However if you become unable to continue to care for your pet then UPA can request that it be removed from your unit. If your bird creates unreasonable noise or nuisance, attacks or threatens people or other animals within the village, causes damage to village property, or if the rules set out above are broken UPA can withdraw the right for you to keep such pets.

### **5. GARBAGE**

- (a) For health and safety reasons you must ensure that your garbage / waste is securely wrapped or, in the case of tins or other containers, completely drained before placing it in a bin.
- (b) A Resident shall maintain within their unit, an adequately covered receptacle for garbage in a clean and dry condition.
- (c) For the purpose of having the garbage disposed, residents shall regularly place all rubbish into the garbage bins. In the case of any items that can be recycled, these should be placed in the appropriate boxes within the garbage room.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## **ADDITIONAL TERMS**

- (d) Under no circumstances is the burning of garden waste permitted within the village.

### **6. PROPERTY OF THE UPA**

- (a) Property or equipment needing maintenance shall be reported in writing to Management;
- (b) No alteration or addition to the unit or to any of the fittings or inclusions shall be made without the consent of Management;
- (c) Residents shall not deposit any tea leaves or other waste matter in any sewerage or drain pipes;
- (d) Residents will be responsible for any damage to the unit or inclusions, fixtures or fittings therein, fair wear and tear and damage by fire, lightning, storm and tempest excepted.
- (e) Entry passages, landings, stairways and other communal areas shall not be obstructed by resident items.
- (f) Residents shall allow Management or any other person authorised by it at any reasonable time and upon giving reasonable notice to inspect the units and to effect any repairs which Management may consider to be necessary.
- (g) A Resident shall not hang any personal washing, towel, bedding, clothing or other article on any part of the unit in such a way as to be visible from outside the Retirement Village other than in any drying area provided by Management for the purpose and then only for a reasonable period. This includes placing items over the rails of balconies for airing or drying.
- (h) A Resident shall not keep any inflammable liquids in the unit.
- (i) A Resident shall not smoke inside any building of UPA's including their unit or on UPA property internal / external.
- (j) The Resident shall not do anything or bring anything into the unit which may affect UPA's insurance of the Retirement Village or complex.
- (k) The UPA staff are responsible for cleaning all the communal and public areas of the Retirement Village.

### **7. PROPERTY OF RESIDENTS**

- (a) Residents shall provide their own personal furniture and effects.
- (b) Residents will be responsible for arranging insurance cover on all items of contents supplied by them including their own personal effects, money and valuables.
- (c) Residents may apply at their own expense to Telstra for the installation of a private telephone but such installation shall only be made by use of the connections provided within the unit. Residents shall notify Management of their telephone number. Residents shall arrange for disconnection of the telephone when vacating. The connection and disconnection is at the residents expense.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## **ADDITIONAL TERMS**

- (d) Residents must obtain the permission of Management to install any additional major appliance. All appliances used for space heating or cooling must be of a type, make and model approved by Management. Only Heating/Cooling appliances approved by Management permitted

Some Units have reverse cycle air conditioning. Additional heating if required is allowed but only oil filled column electric heaters to be used which must have an overheat cut off switch fitted.

- (e) Electric blankets must be of approved quality and preferably be of the low voltage type and checked regularly. The approved electric blanket brand is Sunbeam or Riveria. Electric jugs & toasters must be fitted with an automatic cut-out device. Burko type jugs not permitted.
- (f) Where the Resident is permitted to make alterations to a unit they shall become part of the building and not subject of reimbursement on the Resident leaving.
- (g) Microwave ovens are permitted.

### **8. VISITORS AND GUESTS**

- (a) We encourage residents to keep links with relatives, friends and other people from outside the village. Visitors or short stay guests are welcome any time and there is no need for you to get consent. UPA would however ask that you let us know if they are coming to stay. A visitor or short stay guest is somebody who visits during the day or stays overnight for up to 1 week.
- (b) You must ask us beforehand and get UPA consent if you want to have a guest live with you on a temporary basis. A guest is somebody other than a spouse or de facto, who intends to stay for more than 4 weeks.
- (c) You must take all reasonable steps to see that your visitors and guests (including tradespeople) comply with the village rules. Any visitor or guest who seriously or repeatedly breaks the rules may be asked to leave the village immediately.

### **9. SECURITY, SAFETY AND HEALTH**

- (a) In the interest of Residents and the security of the Retirement Village, Residents who will be absent overnight or for longer periods should notify the Care Manager / Supervisor beforehand.
- (b) Residents shall advise Management of the name and address of their next of kin and keep this information up to date.
- (c) Residents are requested to:-
- Where a Resident is receiving personal care services, such Resident shall authorise any Doctor attending him or her to advise Management of any change in condition or medication.
  - In the event of sudden illness Management may engage medical assistance at the Resident's expense and in the event of an emergency, authority is given to have the Resident taken to a public or private hospital as appropriate at the Resident's expense.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

- In the case of illness or accident to the Resident, Management shall be notified immediately.
- (d) Where emergency call buttons are installed **it is important the Residents restrict their use of the facility to emergency situations only. A charge will apply if the emergency call buttons is used for non emergency situations.**
- (e) In the event of infectious disease occurring Management must be notified immediately. If it is necessary to fumigate and disinfect the unit, this shall be done at the Resident's expense and to the satisfaction of the Local Health Inspector.

### 10. RESIDENT FEES

- (a) Replacement of Fixed Items of Capital : UPA must bear the cost of replacing fixed items of capital within the village. The Operator (UPA) must fund the cost of the replacement out of its own funds where the replacement is subject to normal wear and tear.

Examples of replacing fixed items of capital would include:

- Floor coverings
- Hot water systems
- Stoves
- Fixed Air Conditioners
- Range Hoods
- Light Fittings (excluding globe replacement)

- (b) Replacement of Non Fixed Items of Capital : **Residents must bear the cost** of non fixed items of capital. These items of expenditure are to be funded through the recurrent charges (Resident Fees). A sufficient amount is to be allowed for in the statement of proposed expenditure.

Examples of replacing non fixed items of capital would include:

- Village Bus
- Lawnmowers
- Tables in the common areas
- Chairs in the common areas
- White goods originally supplied by UPA within the units and common areas
- Portable Air Conditioners
- Filing Cabinets
- Computers
- Fans
- Curtains / Blinds
- Any other costs that fall under the Retirement Village Act 1999 and Regulations

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

- (c) Maintaining Items of Capital : Residents must bear the cost of maintaining items of capital. These items of expenditure are to be funded through the recurrent charges (Residents Fees). A sufficient amount is to be allowed for in the statement of proposed expenditure.

Examples of maintenance are:

- Handyman wages and costs
- Gardener wages and costs
- Cleaning carpets, common rooms and areas, gutters, paths and windows
- Painting of the Village externally
- Painting of the Village internally( common areas only)
- Fixing cracks or uneven paths and driveways
- Replacing tap washers
- Servicing of Mechanical equipment
- Plumbing Repairs
- Electrical Repairs
- Maintenance of Lifts
- Repairs to fixed Air Conditioners, Hot Water Services / Systems, stoves, dishwashers, driers and range hoods
- Garbage Shute
- UPA Vehicle maintenance
- Any other costs that fall under the Retirement Village Act 1999 and Regulations

UPA Initial\_\_\_\_\_

Resident\_\_\_\_\_

# ADDITIONAL TERMS

## Schedule 2 – Disclosure Statement

This is Schedule 2 to the contract between You and Us being the Disclosure Statement.

## DISCLOSURE STATEMENT

*Retirement Villages Act 1999, section 18(3A)*

This disclosure statement is required to be given to you at least 14 days before you enter into a village contract.

You should read this disclosure statement carefully. It is important that you understand this information and what it means for you. You should seek independent legal or financial advice if you are unsure about any details. Your village contract will contain more detail about some of the matters covered in this disclosure statement.

If you enter into a village contract, a 7 business day cooling-off period will generally apply, if you change your mind. The law also provides a 90-day settling-in period during which you may terminate the contract. Despite these protections, you should think carefully if living in a retirement village is right for you, and if so whether you have found the right premises, before you sign a contract.

For information on your rights and responsibilities under the retirement village laws, contact NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20.

Name of village:

Redleaf Apartments

Premises in which you have expressed an interest

No: XX.

1630 Pacific Highway

Wahroonga NSW 2076

Amount of ingoing contribution/  
purchase price for the premises

\$XXX,XXX.XX

Current rate of recurrent charges  
for the premises

\$XXX.XX per fortnight.

Share of any capital gains  
payable to you on termination

0.00.%

Formula for departure fee payable by

On termination of this Contract the resident shall pay to the

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

you on termination

operator a Departure Fee equal to 30% over 5 years of the ingoing amount paid by the Resident calculated on a daily basis from the **end of the settling-in period** to the date of termination of this Contract.

\* Other fees and charges may apply. For further details ask the operator or refer to the draft village contract.

**Note:** If for any of the above the answer is not applicable, write NA in the box provided.

Average resident comparison figure:

**Note.**

The average resident comparison figure is indicative only and is based on assumptions that may differ from your individual circumstances. You can use this figure to more easily compare the costs of different village contracts, but it should not be relied on in place of the terms of your contract. This figure may not reflect the actual costs payable by the resident. For further information contact NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

# ADDITIONAL TERMS

## 1. VILLAGE CONTRACTS

To become a resident you will need to enter into: (tick those applicable)

- a village contract
- a contract for sale of the premises
- other: (specify, including the name of the contract and its purpose)

.....

**Note:** An operator cannot by law enter into a village contract with you earlier than 14 days after you or your representative have been given a copy of the contract. You should use this time to read the contract carefully and seek independent advice, if needed.

## 2. DOCUMENTS YOU MUST PROVIDE

Will you have to provide any documents or reports before or at the time of signing a village contract?  Yes  No

*If yes, give details of what documents are required and who will have access to them:*

.....  
...

## 3. VILLAGE DEVELOPMENT

Is the village fully or partially completed, or still to be built? **.It is fully built.**

*If the village is only partially completed or still to be built give particulars of all proposed stages, including the estimated date of completion, the number of premises and whether development consent has been obtained:*

.....  
.....  
.....

## 4. VILLAGE MANAGEMENT

Name of operator: .... **United Protestant Association of NSW T/as UPA Sydney North District**.....

Does the entity who manages the village also own the land?  Yes  No

*If no, give details of who owns the land:*

.....

Is any operator currently subject to any form of insolvency administration, such as receivership or being operated by a court appointed administrator?  Yes  No

*If yes, give details:*

.....

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

The law requires operators to hold annual management meetings with residents. In what month are these meetings usually held at this village? **October**.....

### 5. VILLAGE SERVICES AND FACILITIES

Are there any plans to introduce a new service or facility in the village?

Yes  No

*If yes, specify the service or facility concerned and the date by which it is to be provided or made available:*

.....

Does the development consent require that a particular service or facility be provided for the life of the village?  Yes  No

*If yes, specify:*

.....

Are there any current proposals to reduce or withdraw a service or facility in the village?

Yes  No

*If yes, give details of the proposal:*

.....

Are there any services or facilities currently available in the village payable on a user pays basis and not covered by my recurrent charges?  Yes  No

*If yes, list the services or facilities and their current cost:*

- *Personal Care:* \$42 per hour
- *Laundry Washing* \$18 per load
- *Ironing* \$11.00 per load
- *Call Outs- night (non-emergency):* \$50 per call
- *Fire False Alarms (If more than one):* \$1,600
- *Light Meals served at Redleaf:* \$15 per meal
- *Main Meals served at Redleaf:* \$19 per meal
- *Meal Tray Delivery to Unit:* \$4 per tray
- *Hairdressing charges are set by the outside contractor and paid by resident at time service is provided.*
- *Transport charges are set by the outside contractor and paid by resident at time service is provided.*  
Flash Cabs – 0419 635 759  
Or Private taxi – Ali on  
0412 751 893
- *Parking space cost is \$8,000 of which \$7,000 is refunded on termination of contract.*

.....

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

Are any facilities in the village available or proposed to be made available for use by non-residents?  Yes  No

*If yes, specify:*

.....

### 6. FINANCIAL MANAGEMENT

The financial year of the village is from ...**1<sup>st</sup> July**..... to ...**30 June**.....

Have residents of the village consented to any of the following?: (tick all applicable)

- not receiving a proposed budget each year
- not receiving quarterly accounts of income and expenditure
- not having the annual accounts of the village audited

**Note:** These consents can only be given if the total recurrent charges for the village for the year are less than \$50,000.

Details of the surplus/deficit in the annual accounts for the last three financial years:

Financial year ending	Amount
30/06/2016	\$105,994 (surplus/deficit)
30/06/2017	\$125,227 (surplus/deficit)
30/06/2018	\$173,935 (surplus/deficit)

**Note:** Under the retirement village laws any deficit must generally be made good by the operator.

Does the village have a capital works fund for capital maintenance?  Yes  No

*If yes, the balance in the fund at the end of the last financial year was: \$*

.....

In which month/s are recurrent charges usually varied? ....**1<sup>st</sup> July each year**.....

Are variations in recurrent charges linked to a fixed formula?  Yes  No

*If yes, give details of the formula:*

.....

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

*If no, the recurrent charges for the premises you are interested in over the last 3 financial years have been as follows FOR **ONE BEDROOM UNITS**:*

<b>Financial year ending</b>	Actual rate of recurrent charges	\$ change from previous year	% change from previous year
30/06/2016	\$1463/ 4 weeks	\$42/ 4 weeks	3.0%
30/06/2017	\$1507/ 4 weeks	\$44/ 4 weeks	3.0%
30/06/2018	\$779/ 2 weeks	\$25/ 2 weeks	3.4%

**Note:** Previous increases are not necessarily an indication of future increases.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 7. INSURANCE

The retirement village is insured as follows:

Type	Amount	Insurer	Period
Public liability	\$30,000,000	Allianz Aust Ltd	31/03/2019
Building (including reinstatement)	\$16,500,000	Zurich Aust Ltd	31/03/2019
Other – Consequential Loss	\$2,620,000	Zurich Aust Ltd	31/03/2019
Medical Malpractice	\$10,000,000	Lloyds of London	31/03/2019
Voluntary Workers	\$5,000,000	Zurich Aust Ltd	31/03/2019
Workers Comp		Employees Mutual	30/06/2019

### 8. PAYMENT FOLLOWING TERMINATION OF CONTRACT

Were all payments due to outgoing or former residents in the last financial year made in full and on time?  Yes     No

*If no, give reasons:*

.....

Will there be any mortgage, lien or other charge on or over the land that will apply when you first have a right to occupy your premises (excluding the statutory charge under the retirement village laws)?  Yes     No

*If yes, give details: ...Fix Wahroonga CBA/Floating over rest of UPA*

**Note:** In strata and community title villages 'land' refers to the unit or lot. For non-strata villages, 'land' means the village land.

How many premises were vacant as at the end of the last financial year? ...30/6/2018...

*Comment:*

12.....

How many premises were reoccupied during the last financial year? .....

*Comment:*

6 units in 2017-2018.....

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 9. SECURITY AND SAFETY

Does the premises you are interested in have a security screen door?  Yes  No

Are all the windows of the premises fitted with key operated locks?  Yes  No

Does the premises have smoke alarm/s as required by law?  Yes  No

Has the operator been notified of any residential premises in the village having been broken into over the last two years?  Yes  No

Are the premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs ?  Yes  No  Partially

Does the village have a village emergency system that enables residents to summon assistance in an emergency?  Yes  No

*If yes, provide details:*

**Acetek**.....

Does the operator have a master key or copies of keys to all residential premises for use in an emergency ?  Yes  No

UPA Initial\_\_\_\_\_

Resident\_\_\_\_\_

## ADDITIONAL TERMS

### 10. COMPLIANCE WITH LEGISLATION

Has the operator been convicted of an offence under the retirement village laws?

Yes  No

*If yes, give details of the offence and amount of penalty:*

.....

.....

....

Has the operator complied with all requirements of any development consent relating to the village?  Yes  No

*If no, give details:*

.....

...

Has the village been registered as required by the retirement village laws?

Yes  No

*If no, give details of the delay:*

.....

### 11. DISPUTE RESOLUTION

Does the village have an internal system for resolving disputes?  Yes  No

*If yes, specify*

UPA Initial \_\_\_\_\_

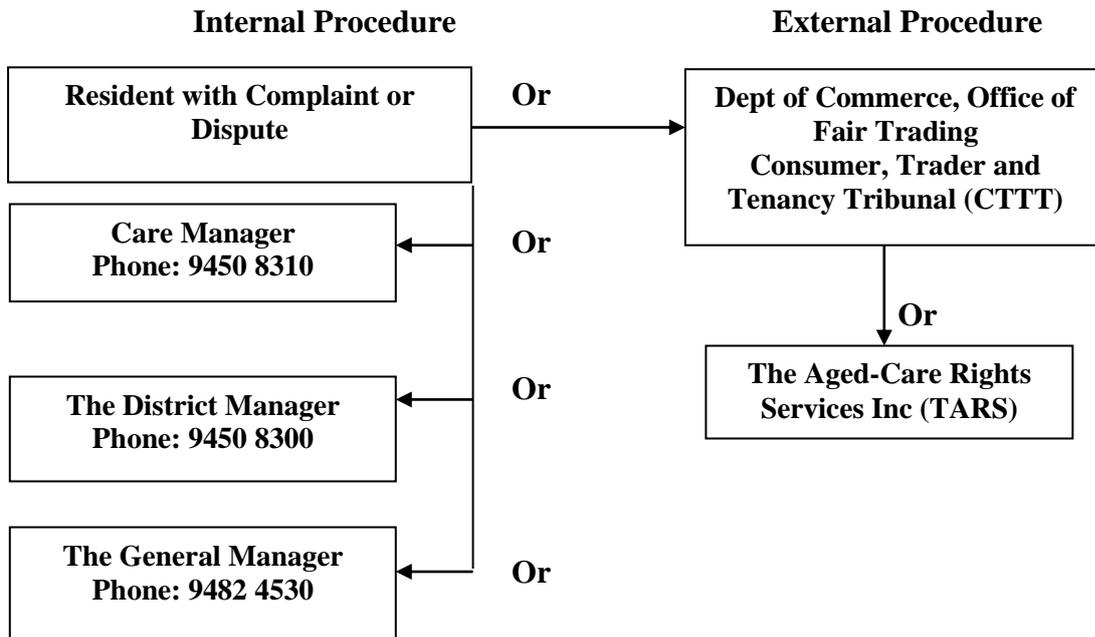
Resident \_\_\_\_\_

# ADDITIONAL TERMS

## Complaints procedure and dispute resolution options

When living in any form of communal living disputes may arise from time to time. The UPA Disputes Charter aims to provide Residents and Management with the means by which such disputes can be resolved in an easy, informal and inexpensive way.

The flow chart following indicates the steps Residents should take when attempting to solve any disputes or complaints they have. UPA Management encourages the Resident to firstly discuss the matter with their Care Manager or District Manager.



Are there any outstanding orders of the NSW Civil and Administrative Tribunal or a court involving the village which the operator has not complied with?  Yes  No

*If yes, specify:*

.....

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 12. MORE INFORMATION

You have the right to ask for a copy of, or to inspect, any or all of the following documents free of charge:

- a site plan for the village
- plans showing the location, floor plan and significant dimensions of residential premises available in the village
- examples of all contracts that you may be required to enter into
- the village rules (if any)
- the budgets for the last 3 financial years of the village, the current financial year, and the next financial year (if available)
- the annual accounts for the village for the last 3 financial years
- the most recent quarterly accounts of the income and expenditure of the village (unless the residents have consented to not receiving these)
- the trust deed for any trust fund into which money paid by residents is deposited
- the terms of any development consent, if the village is not complete or if the development consent requires a particular service or facility to be provided for the life of the village
- if the village has a capital works fund, statements showing the balance as at the end of each of the last 3 financial years of the village, and the most recent quarter
- the village's waiting list policy, if relevant
- court or Tribunal decisions from the last 5 years in which the operator and the Residents Committee were a party
- copies of certificates of currency of insurance and related policy documents
- the last annual safety inspection report for the village
- the company's constitution and replaceable rules (*company title villages only*)
- the management statement, management agreement and minutes of the most recent annual general meeting (*community land scheme villages only*)
- the by-laws, management agreement and minutes of the most recent annual general meeting (*strata scheme villages only*)
- a detailed list of all currently available/vacant premises in the village

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

- other (specify) .....

**This disclosure statement was:**

given personally

sent by post

other (specify) .....

Date given/posted:

...../...../.....

Name of prospective resident/s:

Was this statement given to a person acting on behalf of the prospective resident/s?

Yes

No

If yes, name of acting person:

The operator warrants that, to the best of the operator's knowledge, the information contained in this statement is true and accurate at the time it is provided.

.....  
Signed by operator

Stuart Leverton  
.....

.....  
Date

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### 13 STANDARD FEES AND CHARGES

The table below is a summary of the fees and charges in your retirement village contract. Use this Table with NSW Fair Trading's Retirement Villages Calculator to help you understand the costs of this retirement village. For more information or to use the calculator, visit [rvcalculator.fairtrading.nsw.gov.au](http://rvcalculator.fairtrading.nsw.gov.au).

#### PROPERTY DETAILS

Postcode where the retirement village is located:	2076		
Is the unit attached to other units in the village:	YES		NO
Title of the property: <i>[Select only one]</i>	Loan / Licence – Non-registered interest holder		
	<del>Lease (50 years or less) – Non-registered interest holder</del>		
	<del>Lease (50 years or more) – Registered interest holder</del>		
	<del>Strata title – Registered interest holder</del>		
	<del>Community title – Registered interest holder</del>		
	Company title – Registered interest holder		

#### ENTRY FEES

Entry Payment: (This is a one-off fee, excluding the items below)	\$0	
Other entry fees: <i>If none, put \$0 and strikethrough</i>	Parking space:	\$8,000.00
	Garage:	\$0
	Storage area:	\$0
	Furniture:	\$0
	Other:	\$0

#### ONGOING FEES

Total recurrent charges:	\$795.00	per: <del>week</del> / fortnight / <del>month</del>
Optional services of:	\$0	are included in this amount
Strata/Community levies	\$0	per: week / fortnight / month

#### CAPITAL GROWTH

Share of capital gain: (If none, put 0%)	0%
Share of capital loss: (If none, put 0%)	0%

#### EXIT FEES

Departure fee is based on:	Entry payment
----------------------------	---------------

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

<i>[Select one only]</i>	<b>New entry payment</b>			
	Other [please specify]			
Departure fee structure: <i>[Insert additional rows as required]</i>	<u>Years</u>			<u>Fee percentage</u>
	1	to	5	6%p.a
		to		%
		to		%
		to		%
Administration fee: [If none, put \$0]			\$0	
Other exit fees: [If none, put \$0]			\$0	

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### Schedule 3 – Condition Report

---

This is Schedule 3 to the contract between Us and You being the condition report of Your Unit prior to You occupying the Unit.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

# ADDITIONAL TERMS

## Schedule 4 – General Services

---

This is Schedule 4 to the contract between Us and You being the General Services provided by Us to all of the Residents of the Village.

Each apartment is cleaned weekly. Clean towels, sheets and pillowcases are supplied – there is a laundry on each floor level to enable residents to undertake laundry of personal items, an iron and ironing board are located in each laundry.

Each apartment is fitted with an emergency call button in the bedroom, in the bathroom and each resident has a personal pendant. All emergency calls will be answered by staff on duty at all times. From 8am – 10pm the call is answered by the supervisor - after 10pm the call is answered by the sleep over staff member located on level 3. 24 hour call assistance is provided.

A specially designed bathroom with bath and toilet facilities is available to all residents and is located near the lift on level 3.

Garbage in plastic bags will be collected weekly by cleaning staff there are rubbish and re cycle drop off points located in each laundry area - these are emptied daily.

A continental type breakfast will be supplied and delivered daily. A two course main meal and dessert is served at 12.30 pm in the dining room and a two course soup and light meal is served in the dining room at 6pm. Cooking is not permitted in the apartments but a microwave for heating is allowed. Special dietary needs are catered for.

Weekly transport is provided for shopping purposes and destinations include Hornsby, Wahroonga and Turrumurra and a monthly visit to St Ives shopping centre.

Our maintenance team takes care of items of UPA property in the apartments including plumbing, electrical - including changing light bulbs, and will assist with hanging pictures when you move in.

Each floor level has a lounge area with tea and coffee making facilities on levels 3 and 4 and a community library on level 2. Cards, Scrabble and jig-saw puzzles are available on each level.

Staff can assist with transport bookings.

Church services are provided.

Happy Hour is held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month.

A monthly birthday luncheon celebrates residents having a birthday in that month.

Television and DVD equipment along with a selection of movies is available in the level 2 lounge.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### Schedule 5 – Optional Services

---

This is Schedule 5 to the contract between Us and You being the Optional Services provided at the Village.

- *Personal Care:* \$42 per hour
- *Laundry Washing* \$18 per load
- *Ironing* \$12.00 per load
- *Call Outs- night (non-emergency):* \$50 per call
- *Fire False Alarms (If more than one):* \$1,600
- *Light Meals served at Redleaf:* \$15 per meal
- *Main Meals served at Redleaf:* \$19 per meal
- *Meal Tray Delivery to Unit:* \$4 per tray
- *Hairdressing charges are set by the outside contractor and paid by resident at time service is provided.*
- *Transport charges are set by the outside contractor and paid by resident at time service is provided.*
  - Flash Cabs – 0419 635 759*
  - Or Private taxi – Ali on*
  - 0412 751 893*

UPA Initial\_\_\_\_\_

Resident\_\_\_\_\_

## ADDITIONAL TERMS

### Schedule 6 – Inclusions

---

This is Schedule 6 to the contract between Us and You being the list of the Inclusions.

#### CONTENTS

#### UNIT NO: **XX** REDLEAF SERVICED APARTMENTS

	<b>Responsibility</b>	<b>UPA</b>	<b>Resident</b>	<b>Not Applicable</b>
Kitchen	Cupboards	√	<input type="checkbox"/>	<input type="checkbox"/>
	Sink/Taps	√	<input type="checkbox"/>	<input type="checkbox"/>
	Fridge	√	<input type="checkbox"/>	<input type="checkbox"/>
	Vinyl Flooring	√	<input type="checkbox"/>	<input type="checkbox"/>
	Dryer in common laundry only	√	<input type="checkbox"/>	<input type="checkbox"/>
	Washing Machine in common laundry only	√	<input type="checkbox"/>	<input type="checkbox"/>
Bathroom	Hot Water Service	√	<input type="checkbox"/>	<input type="checkbox"/>
	Vanity Unit/Mirror	√	<input type="checkbox"/>	<input type="checkbox"/>
	Cupboard/Tiles	√	<input type="checkbox"/>	<input type="checkbox"/>
	Tap Fittings/Shower screen	√	<input type="checkbox"/>	<input type="checkbox"/>
Other areas	Carpets	√	<input type="checkbox"/>	<input type="checkbox"/>
*	Curtains & Linings	<input type="checkbox"/>	√	<input type="checkbox"/>
*	Blinds	<input type="checkbox"/>	√	<input type="checkbox"/>
*	Curtain Tracks/Fittings	<input type="checkbox"/>	√	<input type="checkbox"/>
	Light Fittings	√	<input type="checkbox"/>	<input type="checkbox"/>
	Ceiling Fans	<input type="checkbox"/>	<input type="checkbox"/>	√
	Fly Screens	√	<input type="checkbox"/>	<input type="checkbox"/>
	Screen Doors	√	<input type="checkbox"/>	<input type="checkbox"/>
	Skylight	<input type="checkbox"/>	<input type="checkbox"/>	√
	Air Conditioning	√	<input type="checkbox"/>	<input type="checkbox"/>
	Nurse Call System	√	<input type="checkbox"/>	<input type="checkbox"/>
	Main Built-In Wardrobes	√	<input type="checkbox"/>	<input type="checkbox"/>
	Other Built-In Wardrobes	√	<input type="checkbox"/>	<input type="checkbox"/>

\* These items are the responsibility of the resident for repairs and maintenance.

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

**ADDITIONAL TERMS**

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

## ADDITIONAL TERMS

### Annexures

---

The following documents are annexed to this contract (tick whichever applicable):

- a copy of the disclosure statement that we gave you (mandatory)
- your premises condition report (mandatory unless your premises are not yet constructed, you are a *registered interest holder* or you are moving into premises with a current resident)
- a list of services and facilities we provide (mandatory)
- the village rules (if any) (mandatory)
- list of inclusions
- list of exclusions
- village site plan
- your premises floor plan
- other (specify): .....

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_

**EXECUTION PAGE**

**EXECUTED** as a deed

Signed on behalf of **United Protestant Association of N.S.W. Ltd** ABN 71 050 057 620

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Signature of authorised person:

\_\_\_\_\_  
Name of authorised person:

\_\_\_\_\_  
Date

**Signed by**

**Resident 1:**

- |  |
|--|
| <input type="checkbox"/> I have obtained independent <b>legal</b> advice on this contract              |
| <input type="checkbox"/> I have decided not to obtain independent <b>legal</b> advice on this contract |

_____ Signature of witness	_____ Signature of Resident
_____ Name of witness	_____ Name of Resident
_____ Address of witness	_____ Date

**Resident 2:**

- |  |
|--|
| <input type="checkbox"/> I have obtained independent <b>legal</b> advice on this contract              |
| <input type="checkbox"/> I have decided not to obtain independent <b>legal</b> advice on this contract |

_____ Signature of witness	_____ Signature of Resident
_____ Name of witness	_____ Name of Resident
_____ Address of witness	_____ Date

UPA Initial \_\_\_\_\_

Resident \_\_\_\_\_