

Retirement Village Contract

Retirement Villages Act 1999, section 43

VILLAGE: ALL SAINTS' COURT, SINGLETON

**OPERATOR(S): TRUSTEES OF CHURCH PROPERTY FOR THE DIOCESE OF
NEWCASTLE**

RESIDENT 1:

RESIDENT 2:

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KEY TERMS

Operator(s):

Name of Operator(s): **Trustees of Church Property for the Diocese of Newcastle**

Address for service of notices: **40 High Street, Singleton NSW 2330**

Operator's agent: **The trustees of the All Saints' Property Trust**

Resident(s):

Name of Resident 1: Name of Resident 2:

Address for service of notices:.....
..... Postcode:

Where there is more than one resident they are joint tenants unless a tenancy in common is indicated in the additional terms or in a separate contract (if applicable).

Your premises:

Premises Number:

Trading Name of Village: **All Saints' Court**

Address of Village: **35-45 High Street, Singleton NSW 2330**

What is included with your premises?

We grant you the right to occupy or use:

Garage (Number)

Carport (Number)

Parking Space (Number)

Storage Area (Number)

Furniture:

Other:

Attached list/plan

Is there a separate agreement dealing with any of the above inclusions?:

Yes (name of agreement) No

Is an additional fee payable for any of the above inclusions?: Yes No

Note: If yes, the fee payable is set out in the Financial Terms of this agreement.

What is not included with your premises?

[attach list if space is insufficient]

Fixtures/Fittings/Furnishings/Other:

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):

.....

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 or calling 13 32 20.

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

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

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

Ingoing contribution

The holding deposit of _____ (if any) which you have already paid will form part of this amount.

When is the full *entry payment* due? On entry into unit

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 (see additional terms) No

B. Deposit

Are you required to pay a deposit on signing this contract? Yes (10% of the entry payment) 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 \$200)

Contribution to our legal expenses incurred in preparing this contract **\$200**

Other expenses [specify]

D. Recurrent charges

You must pay to us recurrent charges as follows:

Current frequency of payment: Weekly Fortnightly Monthly Other:

Current rate of recurrent charges for your premises: **\$215.96 PER month (plus \$24.04 PER month if a garage is included). From 3rd May 2022, fees may increase**

E. Variation of recurrent charges

We may vary your recurrent charges as follows:

Method of Variation (choose one method only)	
<input type="checkbox"/> Fixed formula	<input checked="" type="checkbox"/> Non-fixed formula
Your recurrent charges will be varied in accordance with:	We may vary the amount of recurrent charges payable from time to time (no

FINANCIAL TERMS

<input type="checkbox"/> <i>variation in CPI</i> <input type="checkbox"/> variations in (single/couple) [delete or cross out whichever is not applicable] age pension <input type="checkbox"/> other [specify] The first variation will be on: After the first variation, variations will occur every: 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.	more than once in a 12 month period): (a) by giving you 14 days' notice in writing, if the increase does not exceed the <i>variation in CPI</i> , or (b) by giving you at least 60 days' notice in writing and seeking and obtaining the consent of residents affected by the proposed increase or an order of the <i>Tribunal</i> , if the increase exceeds <i>the variation in CPI</i> .
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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 \$..... This amount may change in the future.

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.

Capital gain/capital loss structure	
Are you entitled to a % of any capital gain?	<input checked="" type="checkbox"/> Yes: (25%) <input type="checkbox"/> No
Are you responsible for a % of any capital loss?	<input type="checkbox"/> Yes: (_ %) <input checked="" type="checkbox"/> No

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:

What is the departure fee % based on? <input checked="" type="checkbox"/> the <i>entry payment</i> <input type="checkbox"/> the <i>new entry payment</i> <input type="checkbox"/> other (provide details):		
Departure fee structure		The maximum departure fee percentage you will pay is 30 % if the period between the entry date and the date you <i>permanently vacate</i> is 5 years or more.
Time	Percentage	
Years 1 to 5 (inclusive)	6% per year	
Years to (inclusive) % per year	
Years to (inclusive) % per year	

FINANCIAL TERMS

I. Calculation of payment on termination of residence right

The amount payable on termination is calculated as follows:

<input type="checkbox"/>	<p>Payment on termination calculation</p> <p>After termination of this contract (refer to Item J for specific detail about timing):</p> <ol style="list-style-type: none">1. We will repay you the:<ul style="list-style-type: none"><input checked="" type="checkbox"/> Incoming contribution2. We will pay you:<ul style="list-style-type: none"><input checked="" type="checkbox"/> Your share of any capital gain (Item G)<input type="checkbox"/> Other (specify):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):<ul style="list-style-type: none"><input checked="" 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 checked="" type="checkbox"/> Other (specify): Any unpaid recurrent fees and any other outstanding monies.
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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 :</p> <ol style="list-style-type: none">1. within 14 days after the date on which we receive full payment of the <i>new entry payment</i>, or2. within 14 days after the date on which an incoming resident takes up residence in your premises with our consent, or3. within 6 months after the date you <i>permanently vacate</i> your premises, whichever occurs first, except where we are required to pay you earlier under the <i>retirement village laws</i>.
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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.

L. Liability for recurrent charges for general services on termination

<input checked="" type="checkbox"/>	<p>You must pay the full rate of recurrent charges for general services for 42 days immediately after the date you <i>permanently vacate</i> your premises, or until a new resident enters into a contract with us to occupy your premises or moves into your premises, or you <i>permanently vacate</i> the premises after receiving notice of our intention to apply to the <i>Tribunal</i> for an order terminating this contract, whichever occurs first.</p>
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FINANCIAL TERMS

GENERAL TERMS

1 INTERPRETATION AND DEFINITIONS

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 his or her 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 and the table of contents 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.

GENERAL TERMS

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.

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.

GENERAL TERMS

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
- (b) the Retirement Villages Regulation 2009 (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 Consumer, Trader and Tenancy 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

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*.

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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,
- (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*).

GENERAL TERMS

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*.

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:

GENERAL TERMS

- (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.

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

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) to install a smoke alarm that is legally required to be installed or to replace a battery in any smoke alarm, but only if we have given you 2 days' notice, or
- (g) in any other circumstances that may be prescribed from time to time under the *retirement village laws*.
- (h) to carry out a general inspection of your premises, but only if:
 - (i) we have given you 7 days' notice, and

GENERAL TERMS

- (ii) a general inspection has not been carried out more than once in the immediately preceding 12 months.

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 his or her residents, and
- (c) not interfere with the right of any resident to autonomy over his or her personal, financial and other matters and over his or her possessions, and
- (d) not inhibit any resident from exercising self-reliance in matters relating to his or her 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 8th 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

GENERAL TERMS

an agent of our choice and the process of finding a new resident for your premises will be handled by us.

13 ASSIGNMENT AND SUBLETTING YOUR PREMISES

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 delivering it to you by hand (rather than sending it by post) to your letterbox or by facsimile or other electronic means.

GENERAL TERMS

- (b) A notice or other document given to us under this contract may be given:
 - (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 delivering it by hand (rather than sending it by post) to our letterbox or by facsimile or other electronic means.
- (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 facsimile or other electronic means, 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.

GENERAL TERMS

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 (see Additional Condition 3 below) but you do not have to do so if you do not wish to. If there is a dispute you have the right under the *retirement village laws* to apply to the *Tribunal* and 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 or by calling 13 32 20.

ADDITIONAL TERMS

1. Default Interest

If any monies payable by you to us under this Contract (including, without limitation, the full entry payment) are not paid by their due date then, without affecting our other remedies under this Contract, you will immediately pay to us, in cash or bank cheque, (in addition to the unpaid monies) interest calculated daily commencing on the day following due date for those monies and ending on the date of actual payment at the maximum rate of interest prescribed under clause 28 of the Retirement Village Regulations (NSW) (or its replacement provision) per annum on the outstanding monies and it is an essential term of this Contract that any such interest payable pursuant to this clause is paid and you may not require the us to perform any of our obligations under this Contract unless all such interest is first paid to us.

2. The Operator's Agents

The Resident acknowledges that the Operator's agents may act on behalf of the Operator with respect of all matters concerning this Contract but that the Operator's agents will not be liable to the Resident in any way under this Contract or otherwise.

3. Village dispute resolution procedure

Annexure C sets out Village procedures for dealing with complaints and guidelines/procedures which parties may, but are not required to, use for resolving any disputes which are not taken to the Tribunal.

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*.

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 (mandatory) – See Annexure A
- list of inclusions – See Annexure B
- list of exclusions
- village site plan
- your premises floor plan
- other (specify):

EXECUTED as an agreement

.....
Signature

Signed by the Operator

Executed for the Operator
by its authorised agents:

.....
Print name

.....
Signature

.....
Signature

.....
Signature

.....
Print name

.....
Print name

.....
Print name

Signed by the Resident(s)

Resident 1

Resident 2

- I have obtained independent legal advice on this contract
- I have decided not to obtain independent legal advice on this contract

- I have obtained independent legal advice on this contract
- I have decided not to obtain independent legal advice on this contract

Signature of Resident 1

Signature of Resident 2

Print Name

Print Name

Date

Date

Signature of Witness (Resident 1)

Signature of Witness (Resident 2)

Print Name

Print Name

**ANNEXURE A
ALL SAINTS' COURT**

Rules & Regulations for Management

The following Rules and Regulations are designed to protect the health, safety and welfare of the residents of the Court.

1. Care of Accommodation (Clause 11)

The Resident is responsible to keep the interior of the unit allocated and all fixtures, fittings and furnishings provided therein by the management in a clean condition and is to advise when maintenance is required in order to maintain the units and inclusions therein in good repair and condition.

2. Modifications and Alterations (Clause 12)

The Resident shall not undertake any modifications, alterations or additions to the accommodation without first obtaining the written approval from the Management Committee – the decision of which shall be final.

3. Use of Premises

To be used as a residence for the Resident and such other occupants as may be agreed by the Management Committee. Casual short term visitors are expected from this requirement.

4. Conduct (Clause 8)

The Resident shall not cause, allow or suffer any conduct in or upon the accommodation by themselves or any other person/s which:

- (a) could reasonably be regarded as a nuisance or annoyance to other residents or neighbours
- (b) is contrary to the law,
- (c) contravenes any of the rules and regulations of the Court or of the Occupations agreement.

5. Waste Removal

All waste material is to be regularly disposed of in the garbage disposal bins provided and is not to accumulate on site.

6. Furniture, Furnishings, Fixtures and Fittings

Furniture and fittings provided by the Resident for their own use and not removed within a reasonable time after vacating the unit shall be deemed to be a gift to the Court for the use by the other residents or as directed by the Management Committee. Items in the nature of fixtures and fittings shall neither be installed nor removed without prior written approval of the Management Committee. In certain circumstances they may be deemed to become the property of the Court.

7. Security of Personal Property

Residents shall make arrangements for the security of personal items of value and shall be responsible for the insurance of all personal property.

8. Laundering

Residents shall be responsible for the laundry and/or dry cleaning of carpets or drapes when necessary due to causes other than reasonable usage and fair wear and tear.

9. Absences

Residents who will be absent for periods in excess of 48 hours are required to notify the Management Committee of their plans.

10. Telephones

Telephones may be installed by the residents and all costs of the installation and maintenance, rental and calls shall be the responsibility of the Resident.

11. Appliances

Heating and other appliances must comply with the requirements of the local utility and the resident is responsible to ensure that all items are maintained in a safe working order. The installation of all such appliances is to be approved by the Management Committee.

12. Fees (Clause 7)

Fees are payable fortnightly in advance and during periods of absence shall continue at the same rate and frequency.

In the event of the death of the Resident fees will continue to be charged until the unit is re-occupied, similarly to an estate having to continue to meet property outgoings pending completion of sale.

13. Fire Precautions

Residents shall familiarise themselves with the location and use of fire fighting equipment. In addition all flammable material is to be stored in approved containers and no Resident is to store more than 4 litres of petrol or other inflammable materials in the unit or the garage.

14. Pets

The keeping of pets will require the specific approval of the Management Committee and will not normally be approved unless:-

- (a) "seeing eye" dog is required
- (b) controlled access for therapy programmes.

15. Smoking

Residents, visitors and tradespersons who smoke will be discouraged from doing so for health reasons or when the habits are such that smoking may present a fire risk. Residents are reminded that All Saints Court Complex and grounds constitutes a public area and as such are designated as smoke free areas.

16. Vital Call

This is an additional service provided by the Village operators. Vital Call operates within your Unit and All Saints Court grounds only. Residents are requested to wear the pendant within the unit and All Saints Court Complex have maximum benefit and security. Residents are requested to advise the office administrator of any changes to the original information regarding "Next of kin, address, phone numbers, medication and health changes etc." will be sent to vital call. Forms are available from the parish office.

17. Patio/pot plants

Resident's patios need to have easy and uncluttered access for other residents, visitors, tradesperson's e.g. Painting, Pest Control inspections and emergency response people at all times. Residents who wish to have pot plants are requested to have a minimum number or up to a maximum of six.

18. Complaints procedures and Dispute Resolution Options (Clause 18)

When a dispute arises between the Resident and the Operator or between two or more Residents either or any party may apply to have the matter heard or determined by a committee comprising:

1. Two (2) residents elected by all residents:
2. Two (2) persons appointed by the Operator.

The Committee may determine how and when it will hear submissions and decide the matter (Clause 22)

19. Self-Care Units

Management may request/require from residents an information health update by way of a medical report every 24months.

20. Keys to Units

Each unit is supplied with its own individual key to operate both front and rear doors including fly screen doors, in other words one key fits all thus making entry easy for that resident. It is suggested that consideration of a spare key given to a near neighbour in case of accidental lock out. A master key system for the whole All Saints Complex is in operation for resident's safety in case of emergency. Under no circumstances is a Resident or family members able to change locks from the system in place on entry. To do so would put the resident's safety at risk.

21. Air Conditioning change - Heat to Cold

Residents may arrange for a family member/friend or neighbour to change the remote at change of season

ANNEXURE B

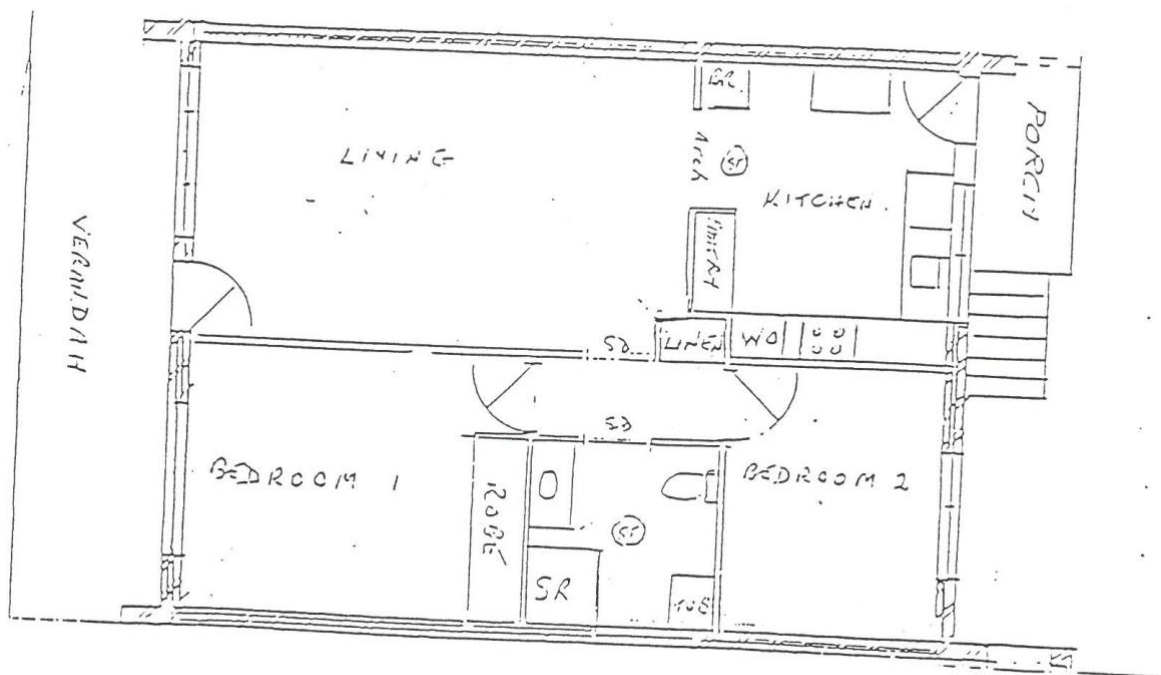
LIST OF INCLUSIONS

The Following fixtures, fitting and furnishings, and other non-fixed items (if any) are provided in the Premises:-

2 BED UNIT (example only)

A well designed, two bedroom unit with a combined bathroom/laundry. North facing.
Security doors front and rear opening onto a front verandah and rear porch.

Main bedroom: 3600mm x 3000mm plus robe
Second Bathroom area: approx. 3000mm x 2700mm
Kitchen/Living combined area: approx. 9900mm x 3600mm
Laundry/bathroom: approx. 2400mm x 2230mm



Finishing's & Fittings: Carpet in bedroom, floating floor boards in living area & kitchen area, vertical drapes to all windows, down lights, ceiling fans (3), air conditioner to living room, electric hot water service. Bathroom: shower recess, vanity basin, laundry tub, storage cupboard, skylight and shaving cabinet.

Exterior: canvas blinds to main bedroom and lounge room windows. Security screens to bedroom windows

ANNEXURE C
VILLAGE DISPUTE RESOLUTION

When a dispute arises between the Resident and the Operator or between two or more Residents either or any party may apply to have the matter heard or determined by a Committee comprising:

- (i) Two (2) residents elected by all residents;
- (ii) Two (2) persons appointed by the Operator.

The Committee may determine how and when it will hear submissions and decide the matter.

NOTE: Attention is drawn to General Condition 18 - Dispute Resolution.