

Retirement Village Contract

Retirement Villages Act 1999, section 43

VILLAGE:



OPERATOR(S): **CHRISTOPHORUS HOUSE RETIREMENT VILLAGE (CHRV)**

RESIDENT 1: **SAMPLE**

RESIDENT 2:

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KEY TERMS

Operator(s):

Name of Operator(s): **Christophorus House Retirement Village ABN 32 001 781 013**

Where there is more than one operator, refer to the additional terms for the rights and responsibilities of each operator)

Address for service of notices: **396 Peats Ferry Road, Hornsby**

NSW

Postcode:

2077

P.O. Box 3198, Asquith NSW 2077

Resident(s):

Name of Resident 1:

MRS SAMPLE

Address for service of notices: **Unit ?, CHRV 396 Pacific Highway**

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: **Unit**

Trading Name of Village: **Christophorus House**

Address of Village: **396 Peats Ferry Road**

Hornsby NSW

Postcode: 2077

What is included with your premises?

We grant you the right to occupy or use: **Unit ?, and the inclusions listed in Schedule 2**

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

X No

Is an additional fee payable for any of the above inclusions?: **X 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: **Anything not listed in Schedule 2**

Key dates:

Date you received a copy of this contract: **31st July ????**

Date this contract is entered into: **31st July ????**

Agreed date that you may occupy your premises (entry date): **31st July ????**

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Date from which you must pay us recurrent charges:

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):

Until terminated pursuant
to the terms of this
Agreement or the
Retirement Village Laws.

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*?

X **Yes** (continue to the remainder of item A)

You must pay an *entry payment* in total of \$???, ??? as your Ingoing contribution

Ingoing contribution

The waiting list fee of \$Nil and/or the holding deposit of \$???? 5%, which you have already paid, will form part of this amount.

When is the full *entry payment* due? **15th March** ???? but refer to Additional Term. 25

Can the *entry payment* be paid in instalments?

X **Yes**, (refer to Additional Term 24)

Is any of the *entry payment* non-refundable? X **Yes; refer to Additional Term 26.**

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

X **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 \$N/A.	Garage \$N/A.....
Carport \$N/A.....	Storage Area: \$N/A.....
Furniture: \$N/A.....	Other: \$N/A.....

B. Deposit

Are you required to pay a non-refundable deposit on signing this contract? **Yes refer to Additional Terms 24 & 26**

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 \$ **Nil**

X Other expenses [specify] **Nil**.

D. Recurrent charges

You must pay to us recurrent charges as follows:

FINANCIAL TERMS

Current frequency of payment: ☐ Weekly ☐ Monthly ☒ **Other: Quarterly**
 Current rate of recurrent charges for your premises: **\$978 per Quarter.**

E. Variation of recurrent charges

We may vary your recurrent charges as follows:

Method of Variation (choose one method only)	
<input checked="" type="checkbox"/> Fixed formula	N/A Non-fixed formula
The amount of the recurrent charges will be varied in accordance with CPI on 1 July in each year	We may vary the amount of recurrent charges payable from time to time (no 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 the <i>variation in CPI</i> .

F. Optional services

Do your recurrent charges include optional services? (optional services may include, for example, meals, laundry services and home cleaning) ☒ **No**
 If yes, at the time of entry, the amount of recurrent charges attributable to the provision of optional services is \$N/A..... 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?	X No
Are you responsible for a % of any capital loss?	X No

H. Departure fee

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

FINANCIAL TERMS

X Yes (continue to the 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? X the <i>entry payment</i> <input type="checkbox"/> the <i>new entry payment</i> <input type="checkbox"/> other (provide details):									
	Departure fee structure <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 40%;">Time</th> <th style="text-align: left; width: 60%;">Percentage</th> </tr> </thead> <tbody> <tr> <td>Years One to Five (inclusive)</td> <td>5.0% per year</td> </tr> <tr> <td>Years to (inclusive)</td> <td>..... % per year</td> </tr> <tr> <td>Years to (inclusive)</td> <td>..... % per year</td> </tr> </tbody> </table>	Time	Percentage	Years One to Five (inclusive)	5.0% per year	Years to (inclusive) % per year	Years to (inclusive) % per year	The maximum departure fee you will pay is twenty five per cent (25%) of the entry payment in the event that the period between the entry date and the date you <i>permanently vacate</i> is 5 years or more.
Time	Percentage									
Years One to Five (inclusive)	5.0% per year									
Years to (inclusive) % per year									
Years to (inclusive) % per year									

I. Calculation of payment on termination of residence right

The amount payable on termination is calculated as follows:

<input checked="" type="checkbox"/>	<p>Payment on termination calculation</p> <p>After termination of this contract (refer to Item J for specific detail about timing):</p> <p>We will repay you the:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unearned rent (refer to the additional terms for how this is calculated) <input type="checkbox"/> Loan (Item A) <input type="checkbox"/> Lease premium (Item A) <p>We will pay you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Your share of any capital gain (Item G) <input checked="" type="checkbox"/> Other (specify): .The balance of the Entry Payment after deduction of the Departure Fee and any other amounts payable pursuant to this Agreement and/or the Retirement Village Laws..... <p>You must pay us (or we may set off and deduct from the amounts we must pay you described in 1 and 2 above):</p> <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 .Storage and removal fees (if applicable) refer to Additional Term 23 and/or any other amounts that may be payable pursuant to the Retirement Village Laws and/or an Order of the Tribunal
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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> <p>1. within 14 days after the date on which we receive full payment of the <i>new entry payment</i>, or</p>
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FINANCIAL TERMS

	<p>2. within 14 days after the date on which an incoming resident takes up residence in your premises with our consent, or</p> <p>3. within 6 months after the date you <i>permanently vacate</i> your premises, which-ever occurs first, except where we are required to pay you earlier under the <i>retirement village laws</i>.</p>
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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"/>	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.
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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.

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.

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 7 *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,
- (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*.

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.

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

- (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

- (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 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.
- (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.

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 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.

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 TERMS

19. Resident's Property and Insurance

- 19.1 It is the Resident's responsibility, if the Resident requires such insurance, to take out and maintain Public Liability and Contents Insurance cover to protect the Resident from any claims which may be made against the Resident for inter alia the death, loss, damage and/or injury to any person and/or to the property of any person arising out of the Resident's negligence and/or use and/or occupation of the Premises and to cover the Resident from any loss, theft and/or damage to personal property kept by the Resident in or about the Premises.
- 19.2 Except in the case of any negligent act and/or omission by them the Operator nor its employees agents and contractors shall not be liable to the Resident for any loss, theft or damage to personal property kept by the Resident in or about the Premises nor to any persons suffering injury, loss, damage and/or death to their person or property as a consequence of the Resident's negligence and/or use and occupation of the Premises and the Operator to the full extent permitted by law excludes itself from all and/or any such liability.

20. Insurance for Motorised Wheelchairs

- 20.1 The Resident agrees that neither the Resident nor any guest or invitee of the Resident will use anywhere within the Retirement Village any motorised wheelchair, unless the Resident or the guest or the invitee of the Resident is insured and first provides to the Operator satisfactory evidence of insurance cover for an amount of not less than \$5,000,000.00 in respect of any risk of damage, loss, injury and/or death, caused to any person and/or to the property of any person arising out of the use and/or misuse of that motorised wheelchair..
- 20.2 The Resident must, upon request provide satisfactory evidence of a current insurance policy in respect of any motorised wheelchair used and/or operated by the Resident within the Retirement Village.

21. Transfer to Alternative Facilities

- 21.1 The Resident hereby acknowledges and agrees that the Operator has not promised, warranted or represented and does not make promise, warranty or representation that the Resident will be able to transfer to a facility of the Operator in which residential care is provided under the Commonwealth Aged Care Act 1997, when the Resident wishes to transfer to any such facility.

The Operator discloses and the Resident acknowledges that entry into such facilities is allocated on a "needs" and "availability" basis and is subject to an assessment for admission by a Commonwealth approved assessment authority.

22. Access to the Resident's Premises and Property following the Death of the Resident

- 22.1 The Resident acknowledges and agrees that following the death of the Resident, otherwise than by Court Order or an Order or Direction of any competent authority, no person other than medical staff, emergency workers and authorised employees of the Operator shall be allowed access to the Resident's Premises or property except as follows:
- (a) Once Probate or Letters of Administration have been granted in respect of the Resident's Estate, the Executor or Administrator appointed and those authorised in writing by the Executor or Administrator shall be permitted unsupervised access to the Resident's Premises and/or property, by appointment, during normal business hours for the purpose of removing the Resident's property
 - (b) Pending the grant of Probate the Executor appointed in the Resident's presumed Last Will and Testament shall be permitted supervised access to the Resident's Premises and/or property by appointment during normal business hours for the purpose of searching for a more recent Will and/or compiling an Inventory of Assets and Liabilities.
 - (c) If no Will is known to exist or is available for inspection the Resident's next of kin or if the next of kin is unable, then any person appointed in writing by or properly authorised to act on behalf of the next of kin, shall be permitted supervised access to the Resident's Premises and/or property by appointment during normal business hours for the purpose of searching for a Will and/or compiling an Inventory of Assets and Liabilities; and
 - (d) In any other case any other person deemed at the absolute discretion of the Operator to be a fit and proper person to have access to the Premises and/or the property of the deceased Resident shall be permitted supervised access to the Resident's Premises and/or property by appointment during normal business hours for the purpose of searching for a Will, compiling an Inventory of Assets and Liabilities and/or removing or arranging the removal of the Resident's property into a storage facility.
- 22.2 Except in the case of any negligent act and/or omission by them the Operator nor its employees, agents and contractors shall be liable to the Estate of the deceased Resident and/or to any other person for any actual and/or alleged theft, loss and/or damage to the property of the deceased Resident or for any other alleged and/or actual consequence occurring by reason of the Operator having given access to the Premises and/or the property of the deceased in accordance with the provisions set out above.
- 22.3 The Resident agrees that the Operator, its employees, agents and contractors shall be entitled to be indemnified and kept indemnified by the Resident from all and/or any claims made upon the Operator, its employees, agents and/or contractors by or on behalf of the Resident's Estate and/or any other person arising directly and/or indirectly out of the Operator having given any person access to the Premises or the property of the deceased Resident in accordance with the provisions set out in this Additional Term 22

23. Removal and Storage of the Resident's Property Following the Termination of this Contract

- 23.1 In the event that the Resident's property is not promptly removed from the premises after the termination of this Contract then the Operator may subject to the Retirement Village laws remove the Resident's property from the premises and pending sale or disposal place that property in storage and the cost of the removal and of the storage of the property shall be at the Resident's expense.
- 23.2 Except in the case of any negligent act and/or omission by them the Operator nor its employees, agents and contractors shall be liable to the Resident and/or to any other person for any actual and/or alleged theft, loss and/or damage to the property of the Resident or for any other alleged and/or actual consequence occurring by reason of the Operator having removed and/or placed into storage and/or having caused to be removed and placed into storage, the Resident's property in accordance with the provisions set out above
- 23.3 The Resident agrees that the Operator, its employees, agents and contractors shall be entitled to be indemnified and kept indemnified by the Resident from all and/or any claims made upon the Operator, its employees, agents and/or contractors by or on behalf of the Resident and/or any other person arising directly and/or indirectly out of the Operator having removed and/or placed into storage and/or having caused to be removed and/or placed into storage, the Resident's property in accordance with the provisions set out in this Additional Term 23.

24. Payment of the Ingoing Contribution by Instalments

- 24.1 The Ingoing Contribution payable by the Resident shall be paid by the Resident as to five percent of the Incoming Contribution, by way of non-refundable deposit ("the Deposit") on the signing of this Contract with the balance payable, less any waiting list fee and/or holding deposit which may have already been paid by the Resident, on the date specified as the due date for making of the full entry payment in Section A of the Financial Terms Section of this Contract

25. Extension of Time for the Payment of the Balance of the Ingoing Contribution

- 25.1 In circumstances where the Resident is paying the balance of the Ingoing Contribution from the proceeds of sale of the Resident's home and completion of the sale of that home has been delayed then the Operator may, at the Operator's absolute discretion, extend the time for the Resident to pay the balance of the Ingoing Contribution for such period, not exceeding thirty (30) days, as the Operator may consider appropriate.

26 Renunciation and Disclaimer by Resident and Forfeiture of Deposit

- 26.1 Subject to and without prejudice to the Retirement Village Laws the parties hereto hereby acknowledge, agree and declare that in the event that the Resident fails and or refuses to pay the balance of the Ingoing Contribution on or before the date specified as the due date for making of the full entry payment in Section A of the Financial Terms Section of this Contract or, in event that the time for the payment of the balance of the Ingoing Contribution has been extended pursuant to Additional Term 25, then on or before the date that the time for the payment of the balance of the Ingoing Contribution was extended ("the due date"), then the Resident shall be deemed to have disclaimed and/or renounced, within the meaning of S.129 (d) of the Retirement Villages Act, this Contract and the residence right under this Contract and the Operator shall be deemed to have accepted that disclaimer and/or renunciation at 9.00am on the next business day following the due date.

- 26.2 In the event that the Resident disclaims and/or renounces and/or is deemed to have disclaimed and/or renounced this Contract and the residence right under this Contract and the Resident's disclaimer and/or renunciation, or deemed disclaimer and/or renunciation, is accepted and/or is deemed to have been accepted by the Operator, then the Deposit paid by the Resident pursuant to this Contract shall be forfeited by the Resident to the Operator.

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):

EXECUTED as an agreement.

For and on behalf of Operator

Signature of Witness - Operator

.....
Print Name: Milan Telford

.....
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

Schedule One

Services and Facilities

- A. List and description of services which will be provided or made available to the Resident by or on behalf of the Operator.
- (a) Annual auditing of the accounts of the village
 - (b) Cleaning and maintenance of the common areas and facilities
 - (c) Insurance of the village to full replacement value
 - (d) Maintenance of common area lawns and gardens
 - (e) Management and administrative services
 - (f) Payment of all rates, taxes and charges including charges for gas, water and electricity relating to common areas and facilities
 - (g) Public liability cover to the value of \$20,000,000
 - (h) 24 hour monitoring, response and maintenance of emergency call system
 - (i) Provision of regular bus transport in village bus.
 - (j) Access to Activities
- B. List of any additional or optional personal services which will be made available to the Resident on a user pays' basis and the cost of those services at the date of preparation of this Contract.
- (a) Outings ticket costs e.g. Concerts, theatre performances
 - (b) Treatments by Hostel Manager - \$10-00 for 15 minutes (short term only).
 - (c) Other services available – The Hairdresser comes to the village on Thursday in the Hostel. A Podiatrist and Manicurist come once each month as scheduled in the Activities Newsletter. These are available for a fee paid direct to the provider.
- C. List of facilities in the Village which are available for use of the Resident.
- (a) Cottage common room for individual and group activities
 - (b) Library / Massage / Meeting room for individual craft activities
- D. List of any services and facilities that a development consent for the Village requires to be provided for the life of the Village.
- N/A
- E. List and identification of services or facilities which will be provided or made available in future and the dates on which they will be provided or made available.
- N/A

Note:

Services and facilities may from time to time be changed in accordance with this Contract and the retirement village's legislation.

Schedule Two

Fixtures, Fittings and Furnishings and Non fixed items

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

LIVING/DINING ROOM	Sheer curtains Air-conditioning Unit
BEDROOM	Built in wardrobe Sheer curtains
BATHROOM/LAUNDRY	Vanity unit and mirror Safety rails in shower and beside toilet Adjustable shower rose Laundry tub Ceramic tile shower, laundry tub splashback and lower floor perimeter Safety Link button on wall
KITCHEN	Custom built laminate cupboards & benches Wall oven , bench-top cook-plate, range hood Vinyl flooring Ceramic tiled splashback Stainless steel sink Tap-ware Exhaust fan
GENERAL	Emergency call system Fitted carpet Hallway storage cupboard Light fittings Mains pressure hot water system TV and telephone outlet Safety Link Pendant

Schedule Three

RESIDENTS HAND BOOK - VILLAGE RULES

TABLE OF CONTENTS

Section

1. Christophorus House Retirement Village
2. Self Care Units
3. Self Care Resident Information
4. Financial Arrangements
5. Termination of Agreement
6. Transfer to Hostel Residency
7. Retirement Village Industry Code of Practice
8. General Principles Guiding the Retirement Village Industry
9. Schedule of Rules
10. Guidelines for Disputes
11. Occupants' Check List

SECTION 1

CHRISTOPHORUS HOUSE RETIREMENT VILLAGE

CHRISTOPHORUS

The name Christophorus comes from an old legend whose hero, Orphorus, out of his strength and devotion, sought to serve the mightiest King there was – the Christ – and thus served humanity.

THE VILLAGE FOUNDATION

CHRISTOPHORUS HOUSE as it was then called was founded in 1974 as a voluntary association of members of the Society which works with Christ-oriented knowledge known as Anthroposophy (i.e. the wisdom of man) given by Dr Rudolf Steiner for the life and healing of humanity in this difficult age.

In 1981, the Centre was incorporated as a Public Company Limited by Guarantee and is a “non-profit” organisation. It is a member of the Aged Services Association, but has no affiliations with any church denomination, political or other group. The basic tenet is the freedom of the individual to follow his or her own lifestyle, in full recognition of the needs and rights of others.

Special attention has been paid to the design of the grounds and buildings. The units, both self care and hostel, were designed to be not only practical but of such artistic quality that living in their spaces and walking the grounds, helps to create an inner feeling of wellbeing.

The Village enclave, sheltered from the highway by the cottage and set well back down a gentle slope, thus minimising noise, consists of two types of accommodation: 23 Self Care units and a 24 unit Hostel, plus 12 carport spaces.

The Self Care units are arranged in four small terraces amid park-like lawns and gardens which give breathing space and privacy and facing them is the flower bedecked Hostel. The Self Care units are one storey terrace cottages with front and back doors opening onto small verandas, most with its own personal garden area or access

In the Hostel, each room has its own individual floor plan which enhances the resident’s feeling of identity. Corridors follow a flow course instead of straight lines, adding interest to moving about the interior. These are subtle details and much thought and artistic endeavour has gone into their design out of a deep understanding of the spiritual makeup of human beings as well as their physical needs. Hostel rooms have a call bell system to the Hostel Supervisor in case of emergency need.

LOCATION – The Centre is situated on the northern fringe of Sydney. To the north and west, the rural environment of bushland and small farms, as the city gives way to country; to the south and east, urban development with all its practical facilities. The exact location, a quiet cul-de-sac off the Pacific Highway between the busy suburb of Hornsby and the quiet village of Asquith, thus gives residents both the joys and convenience of modern living. The Centre is so well serviced by public transport that even without a car, one is still mobile in a small, quiet and very beautiful enclave in the mainstream of the whole of community life.

Shopping centres and the railway stations of Hornsby and Asquith are within easy walking distance; the local bus connecting them passes the gate to cinemas, social clubs, the heart of Sydney, main hospitals and medical centres; to Strathfield for connection to all country and interstate rail services; and indeed all facilities of a big, modern city. Our location could not be better adapted to the needs of retirement living in this age of great change.

SECTION 2

SELF CARE UNITS

There are 23 self care units (19 are two bedrooms and four are one bedroom). Facilities include:

- lounge/dining room
- kitchen
- bathroom/laundry
- veranda, front and back
- carport, dependent upon availability

Units are designed for ground level access with no stairs. Ramps are also provided for ease of access to most of the complex.

Depending upon availability, a carport is provided at no additional cost.

Entry Criteria

Intending occupants must meet the following requirements to be eligible to enter a Self Care unit at Christophorus House:

- be fifty five (55) years of age or over
- be able to care for themselves
- have the ability to live independently, as assessed in consultation with a medical doctor, and a medical certificate must be provided by your own medical doctor yearly.

Waiting List

Christophorus House operates a Waiting List for those persons who would like to enter a Self Care unit in the future. The date on which the name was placed on the list determines the place on that list.

When a place becomes available, advice is sent to all persons on the Waiting List describing the location of the unit and its price. It will be allocated to the person expressing interest whose name is nearest the top of the list (eg, if a person No. 17 and No. 12 are both interested in purchasing, the unit will go to person No. 12), providing a medical assessment certifies their ability to live independently and the licence agreement is able to be entered into within a reasonable period of time.

Exit Criteria

Attention is drawn to clause 13 of the Licence Agreement which states that:

The Owner will apply to the (Residential Tenancies) Tribunal to terminate the Agreement if that Resident's physical or mental health is such as to render them unsuitable for independent living.

Community Spirit

Many people comment on the caring spirit which exists at Christophorus House and good friendships have been made amongst the residents. They support each other in good and hard times whether in celebrating family events or assisting on occasions of sickness or increasing frailty.

Social Committee

Christophorus House Social Committee organises gatherings such as concerts, monthly morning outings and Christian Community Services on a regular basis.

Staff

Both Hostel and Administration staff are professional and friendly and are available to be of assistance.

Self Care Units - Inclusions

Living/Dining Room	Display wall unit Curtains
Bedroom	Built in wardrobe Curtains
Bathroom/laundry	Vanity unit and mirror Safety rails in shower and beside toilet Adjustable shower rose Laundry tub
Kitchen	Custom built laminated cupboards and benches electric stove cushion backed vinyl flooring ceramic tiled splashback stainless steel sink window blind
General	Emergency Call system Fitted carpet Light fittings Mains pressure hot water system TV and telephone outlet

SECTION 3

SELF CARE RESIDENT INFORMATION

Notice Board

There is a notice board in the Self Care Community Centre with announcements of coming events and outings.

Bus

The Village bus takes residents to Hornsby for shopping each Wednesday at 10am and collects them again at 12noon and 12.30pm and each Friday at 10am and picks up at 12noon and 12.30pm. The bus is also used for outings.

Visitors

Your visitors are welcome any time in your home for short stays. Please advise the office on 9476 3161 of those visits in the event of an emergency. If the intended stay is for longer than three weeks, please consult with the CEO, Milan Telford.

Absences

For safety reasons, please advise the CEO / office, if taking a leave of absence from the Village.

Outgoing Mail

A letterbox is located at the pathway between Units 6 and 7 and is emptied Monday to Friday by 1pm.

Telephones

Telephone connection is your responsibility. All charges are payable by the resident.

Cleaning

There are a number of service providers available for cleaning and ironing.

Doctors

If your GP is local and you are happy with him/her to look after you, this may continue. If not, we can give you the names of local doctors.

Hairdressers

Each Thursday morning, Lynda comes to the upstairs lounge in the Hostel. No appointments are offered so it is best to arrive early. Prices are on the wall above the sink. Lynda is available for Hostel and Self Care Residents, including men. The cost is at your own expense.

Podiatrist

An experienced Podiatrist visits the Hostel and Self Care Residents regularly.

Massage

If there are enough clients, massage can be arranged. Please speak with the Self Care Liaison Officer.

Window Cleaning

This is an annual service provided by Christophorus House.

Self Care Residents Meetings

This meeting takes place every two months in the Cottage. Please use it as a forum for your participation in Christophorus House.

SECTION 4

FINANCIAL ARRANGEMENTS

Upon Entry

Prospective residents enter into a Licence Agreement which requires the payment of an interest free loan, stated as 'entry contribution'.

The amount of the loan is set by CHRV and is dependant on the type of accommodation.

- 5% to be paid as deposit
- full settlement of moneys owed to be paid within the terms of the contract on the 'due date';
- the Date of Occupancy is to be negotiated at the signing of the agreement and is the date that keys are given to the resident after which they can occupy the unit;
- if the Date of Occupancy follows settlement then that settlement date automatically becomes the date of occupancy and an ongoing fee is then charged;

Cooling-Off Period

At any time within seven (7) working days of the date of the Agreement, the resident may give Notice in writing to CHRV that the resident withdraws from the Agreement whereupon the Agreement shall be at an end and all moneys paid shall be refunded. This cooling-off period shall not apply if the resident has taken occupancy of the unit.

Retention of Entry Contribution

Under the Terms and Conditions of the Licence Agreement, the Entry Contribution will be reduced by 5% per annum calculated on a daily basis to a maximum of five completed years.

Refund of Entry Contribution

CHRV will repay the Entry Contributions – less the loan reduction amount – to the resident within six months of vacant possession of the unit when the termination of the Agreement is initiated by the Resident, or within one month of issuing notice if the Agreement is terminated by CHRV. In both instances, if the unit is occupied before that time, the monies due will be repaid within fourteen days of the new occupation. Refund of Entry Contribution is subject to relocation conditions (see Section 6).

Refund for Couples

- A) Where an Entry Contribution is paid in respect of the occupant couple, the Entry Contribution shall only be refunded when both partners leave the Self Care units permanently or die;
- B) For the purposes of the timing of the refunds, both parties are deemed to have departed from the Self Care units on the actual date of departure or death of the remaining partner.
- C) Refunds are subject to the Transfer to Hostel Residency.

Ongoing Fees

Ongoing fees are payable quarterly in advance and cover costs such as water and sewerage rates, garbage removal, building maintenance and insurance, painting, repairs, renovations and replacement of fittings. Also covered are expenses related to common areas: cleaning, gardens and pavement as well as accounting and administration costs.

Occupants pay their own electricity, telephone and normal living expenses. Residents are urged to have content insurance which includes personal liability.

Services for On-going Fees

- a) Building maintenance, painting, repairs and renovations and replacement of fittings, including provision for major cost items that will occur from time to time.
- b) Insurance premiums excluding personal contents of units.
- c) Audit fees and bank charges.
- d) Rates, charges and assessments payable to any Government, Local Government or Statutory Authority and costs of compliance with requirements of all such bodies.
- e) Provision for depreciation of equipment and fittings.
- f) Cleaning common areas and upkeep of grounds.
- g) All charges for electricity and gas for common areas.
- h) Pest control expenses.
- i) Costs of administration and staff, including clerical, maintenance and management.
- j) All other expenses which relate, in the opinion of Christophorus House, to the effective operation and management of the Units and the welfare of the Residents.
- k) Provision for services and amenities.

SECTION 5

TERMINATION OF AGREEMENT

By the Occupant

One month's notice is required. The Agreement is also terminated by the Occupant if the Occupant dies or abandons the unit.

By the Owner

1. In accordance with the Retirement Villages Act 1999, the termination of a residence contract at the request of the management of a retirement village can only be achieved by an order of the Residential Tenancies Tribunal.
2. Under the Act, management (the administering authority) may apply to the Residential Tenancies Tribunal to terminate a residence contract on any of the following grounds:
 - a. that the resident's physical or mental health is such as to make the unit unsuitable for occupation by the resident;
 - b. that the resident has breached the Agreement or residence rules and has failed to rectify the breach;
 - c. that Christophorus House would (in the special circumstances of the case), suffer undue hardship if the Agreement was not terminated;
 - d. that the resident has intentionally or recklessly caused or permitted, or is likely intentionally or recklessly to cause or permit, serious damage to the Unit or injury to the Christophorus House, an employee of Christophorus House or another resident;
 - e. the Agreement contains an explanation of the management's rights to terminate the contract and a statement that the termination has no effect unless an order of termination is obtained from the Residential Tenancies Tribunal.

Notice of Intention to terminate by Christophorus House

1. Where the management of Christophorus House seeks to terminate a residence contract for any reason (other than because the resident has caused or permitted, or is likely to cause or permit, serious damage or injury) it must give the resident 14 days' written notice of its intention to apply the Residential Tenancies Tribunal for an order terminating this Agreement.
2. Where termination is being sought because of a breach of the Agreement or residence rules, a notice of intention to terminate given by the Christophorus house must specify the breach.
3. A notice of intention to terminate must:
 - a. clearly set out the grounds for the application; and
 - b. clearly state that the contract cannot be terminated without an order by the Tribunal; and
 - c. refer to the relevant provisions of the Retirement Villages Act 1999.

SECTION 6

TRANSFER TO HOSTEL RESIDENCE

It is clearly understood by the Resident that Christophorus House does not give any guarantee or undertaking that the Resident may transfer accommodation to Christophorus House Hostel. However, where such a transfer may be arranged, then a fresh Hostel Residence Agreement will be entered into between the Resident and Christophorus House on terms and conditions as then arranged between the parties. In such an occurrence, the resident will be subject to pay the current base Incoming Entry Contribution for the Hostel, with the proviso that should the financial means of the resident be such that only the amount of the then outstanding balance of the Residents' Self Care Entry Contribution is available, then this will be accepted as the Hostel Accommodation Bond and may be subject to normal Hostel Entry Contribution terms and retentions as permitted by the Commonwealth Government Regulations from time to time. Also, should the Resident become a Hostel Resident as envisaged in this clause, normal Hostel ongoing fees will apply as permitted by Commonwealth Government regulations from time to time.

SECTION 7

RETIREMENT VILLAGE INDUSTRY CODE OF PRACTICE 1995

Some Explanations

The Code is mandatory and is complementary to *The Retirement Villages Act 1999*.

How does this apply to Residents?

The provisions of this apply to all supplies and consumers involved in the retirement village industry, including the following:

- promoters
- developers
- those who sell property or interests
- management
- residents

This Code applies

- a. to existing as well as to new retirement villages; and
- b. whether payment for the right to occupy premises in the retirement village is made by entry payment or donation or otherwise; and
- c. to the Crown.

This Code does not apply to nursing homes unless they are fully resident-funded.

Objectives of this Code

- a. to clarify the rights and obligations of occupants and management of retirement villages and by doing so to promote fair trading practices in the retirement village industry;
- b. to facilitate the disclosure of all important information relevant to a person who is considering entering a particular retirement village
- c. to require contract documents for retirement village accommodation to contain full details of the obligations and entitlements of residents and management;
- d. to facilitate occupant input, where desired by occupants, into the management of retirement villages;
- e. to establish appropriate mechanisms for the resolution of any disputes between occupants and management or between occupants;
- f. to encourage the promotion and development of retirement villages in accordance with this Code.

SECTION 8

GENERAL PRINCIPLES GUIDING THE RETIREMENT VILLAGE INDUSTRY

The general principles that are to guide all those involved in the retirement village industry are as follows:

- a. that the well-being, rights and interests of occupants, together with rights and interests of management, should be given due consideration;
- b. that the freedom of decision and action of occupants should be acknowledged in the relationship between occupants and management of retirement villages;
- c. that the importance of maintaining and facilitating the relationships of occupants with their families and past and present communities should be recognised, and that this should include taking account of the cultural, religious and linguistic backgrounds of occupants;
- d. that the occupants should be encouraged to exercise, and in no way be inhibited from exercising, self-reliance in matters relating to their personal, domestic and financial affairs;
- e. that occupants should be treated fairly and be protected from abuse and exploitation.

BASIC RIGHTS AND RESPONSIBILITIES OF RESIDENTS AND MANAGEMENT

Residents' Rights

- privacy which must be respected by management;
- autonomy over personal, financial and other matters and over their possessions;
- participate in any organisation of village occupants. This right must not be restricted by management;
- access to any personal file.

Management (which has a basic need to be conducted in a sensible and financially prudent manner) has responsibility for:

- facilitating the occupants' quiet enjoyment of both their personal accommodation and any communal amenities;
- management has responsibility to allow occupants to have input to:
 - the budget for the next financial year. This should contain sufficient information to explain any fee increase;
 - formation of or changes to Village Rules.

What the Agreement contains

- The Legal basis of occupancy (Licence Agreement) and the type of length of Tenure;
- the cooling off period;
- plans;
- amount of Entry Contribution and method of calculation of those monies to be retained by the owner;
- the manner in which occupants may terminate the agreements and the conditions of repayment of any monies owed;
- the circumstances under which management can terminate the agreement and the conditions of repayment of any monies owed;
- termination by management has no effect unless an order of Termination is obtained from the Residential Tenancies tribunal;

- fixtures, fittings and furniture provided;
- all services, facilities and costs;
- details of regular charges;
- circumstances and financial arrangements of relocation from Self Care unit to Hostel.

Reference to

- the rights of occupants to have disputes heard by the Self Care Unit Disputes Committee with further rights to go to the Residential Tenancies Tribunal;
- the Codes and Retirement Villages Act 1999;
- the rights of occupants to have input into management.

SECTION 9

SCHEDULE OF RULES

Please Note: For complete “Village Rules” please refer to separate booklet.

General

1.1 Living in Harmony

Residents are responsible for endeavouring to live in harmony with neighbours. Living in a Village can have wonderful advantages and harmonious relations between residents can only further assist that.

It is the resident's responsibility to co-operate with the Administration and the Village's staff in the operation of the Village generally and to comply with reasonable requests of the Administration and staff.

1.2 Communication of problems

The Village wishes to ensure that the lifestyle of residents is as comfortable as possible and in order to facilitate this, it is important that residents exercise their responsibility to communicate any problems to the appropriate quarter as soon as possible. Should difficulty be experienced in resolving a problem, direct approach to the Administration may be made.

1.3 SC 4-1 Pet Policy

Preamble

This policy is to do with Independent Living Unit (ILU) residents and their pets.

This policy does not apply to the Hostel Aged Care facility, where no pets are allowed.

Objectives

The objectives of the CHRV Pet Policy are the following:

- i. To enable incoming residents to bring an appropriate pet, if they so choose to do so.
- ii. Provide fairness to all residents, in relation to the habitation of pets in the CHRV village grounds.
- iii. Ensure that all residents are aware of what is their responsibility and obligations to the pet and the other residents, when owning a pet in the Village
- iv. To take into account pet owners age and capacity to look after their pets.
- v. Requirements as to health and medical issue of a pet
- vi. Requirements as to what must happen when a pet owner is away.

Definition

A 'companion animal' is a dog, cat or caged bird(s), or a fish.

General requirement, rules and conditions

- i. A prospective resident can only bring a pet with him/her, if they already have a companion pet at their current home prior to coming to CHRV
- ii. Permission must be sought from the management of CHRV, to keep the companion animal within a self care unit.

Dogs and cats can only be kept on ground floor units only.

Management shall have absolute discretion to either approve or not approve the application, or put in place any additional requirements or conditions on any such approval, as it may see fit.

- iii. The number of companion animals kept by a resident in a unit will be restricted, with the number determined at the complete discretion of management.
- iv. No companion animal shall be taller than 55cm (1' 10"; 330cm), with the exception of guide dogs
- v. In the case of a dog or cat, it must be de-sexed and easily controlled. A de-sexing certificate must be provided to management before entry of a pet to the Village.
- vi. All dogs and cats must be micro-chipped and registered with the local council. A certificate of registration must be given to Management upon entry of a pet into the Village
- vii. No companion animal is permitted to be buried on the Village site.
- viii. No companion animal shall be replaced by a resident without prior approval of the Residents Committee. The CEO or a delegate of the CEO (a member of staff) shall attend a meeting of the Residents Committee, where discussion for a replacement companion animal is on the agenda.
- ix. This 'Pet Policy' is to be signed by every new resident who brings a companion animal. The signing shall acknowledge agreement with the contents there-in and forms part of the 'Residents Agreement'. The 'Pet Policy' is to be resigned, before a replacement pet is acquired.
- x. For a companion animal that is a dog, the resident must be able to arrange for the dog to be walked daily
- xi. The animal must not create a disturbance (such as continued barking) or nuisance, interfering with the peaceful enjoyment of other residents. Management has at all times, the authority to revoke the approval of owning a companion animal, should the animal be found to cause disturbance to other residents.
- xii. Dogs must be kept on a lead at all times whilst on the CHRV property general, and otherwise, be maintained in an enclosed area adjacent to the residents unit (to be provided at the cost of the resident). The contained area must not block rear access to other units, (residents, staff or visitors).
- xiii. Cats must be contained within the confines of the resident's unit after dark and throughout the night. No cat flap doors are allowed in self care units.
- xiv. The resident must be capable of caring for the animal properly, keeping the companion animal in control at all times and ensure supervision of the animal on the

common grounds of the Village.

xv. Resident to promptly remove any animal excreta

xvi. Not to bring the animal into any building used as a common property (except guide dogs).

xvii. Written provision must be made for the care of a companion animal if the owner goes away for any reason (such as, holidays, into hospital, respite care). There is also to be provision in the will as to what happens to the companion animal, should the companion animal outlive the owner. The written documents must be provided to management of CHRV.

xviii. This document is to be read by the CEO to the potential resident and then signed by the resident, co-signed by their relative/friend, and by the CEO and kept on file with the 'Resident Agreement'.

I acknowledge that I understand and accept the terms of the CHRV Pet Policy.

Resident:

Resident Signature:

Dated: .

Relative/Friend:

Relative/Friend Signature:

Dated:

CEO Signature:

Dated:

Approved by the Board – September 2013
Self Care Residents' Meeting – August 2013

SECTION 10

GUIDELINES FOR DISPUTES

INTRODUCTION

The Retirement Village Industry Code of Practice, together with the Retirement Villages Act 1999, provides a responsible and flexible package for the regulation of the retirement village industry that safeguards residents' rights and provides clear guidelines for the industry.

One of the major provisions of the Code is the establishment of a mechanism for the resolution of disputes arising within the Village environment.

It is recognised that in any communal living situation such as a retirement village where facilities are shared, disputes between residents and management and between residents may arise from time to time. The Code places particular emphasis on providing easy access to an informal and inexpensive process to resolve disputes. However, there always remains an obligation on the parties to a dispute to attempt to resolve the dispute themselves.

THE COMMITTEE

The Code requires that the management of a retirement village convene a Disputes Committee to hear and mediate disputes that arise within the Village. The Committee will be a panel comprising three persons:

- a) a person appointed by residents; and
- b) a person representing the management; and
- c) a person agreed to by both the residents and management representatives.

In selecting the third member of the Committee, due consideration should be given to that person's knowledge of village affairs, particularly where it is thought necessary to recruit the services of a person outside the Village. A member of the Committee should be appointed for the specific disputes as and when the need may arise.

APPLICATIONS

Applications to have a dispute heard by the Disputes Committee may be made by either residents or management. In order:

- a) to provide a summary of the facts of the dispute; and
- b) to help reduce the frequency of frivolous applications.

All applications must be in writing and handed to the Secretary. An application fee of \$10, payable to the Village, should accompany the application as evidence that the dispute is of a substantive nature. The Committee may determine that such application fee be waived or refunded.

THE NATURE OF A DISPUTE

Having received an application for the hearing of a dispute, the Committee should first consider the nature of the dispute.

It is not intended that a Disputes Committee should hear or attempt to adjudicate on matters of common law or matters more properly dealt with by other agencies.

JURISDICTION

Following consideration of the nature of the dispute brought before it, the Committee should then determine whether or not it has the jurisdiction to hear or mediate the dispute. It is open to the Committee to find the application be not heard at the Village committee level.

The advantage of having the application in writing is apparent in these circumstances. It is advisable that where any doubt as to the Committee's jurisdiction exists, the assistance of the Tenancy Commissioner's office be sought before proceeding with the matter. The Tenancy Commissioner can be contacted at:

Department of Housing,
Level 10, 301 George Street
SYDNEY NSW 2000

THE HEARING

The method of hearing an application will be largely dictated by the nature of the dispute. The hearing should be in private. An application should be dealt with as soon as possible after receipt. The objectives of the hearing should be:

- a) Conciliation:
The most desirable method of dispute resolution is by conciliation. An agreement reached by the parties themselves, even though it may involve a degree of compromise, will always be more acceptable than one provided by persons not party to the dispute.
- b) Arbitration:

Where the process of conciliation is unsuccessful, the Committee must arrive at a decision having considered all the information available to it, with a view to having the decision accepted by both parties.

- c) Resolution:
Whether by conciliation or arbitration, the primary objective of the Committee is to resolve disputes brought before it as informally and as quickly as possible.

THE DECISION

In arriving at a decision on a dispute by whatever method, the decision should be able to be assessed in terms of:

- a) Equity:
Is it fair and equitable?
- b) Harmony:
Will it restore harmony in the Village and contribute to better ongoing relationships between all parties?
- c) Precedent:
Is the precedent set by the decision of future value, or will it provide the basis for future disputes?

The decision of the Committee must be advised to the parties to the dispute, in writing, within 30 days of receiving notice of the dispute and shall remain confidential.

RECORDING

The Committee is to arrange for the details of the dispute and their decision to be recorded and retained. If the dispute is of general interest to Residents, agreement should be reached with the parties for the dissemination of the outcome. An agreed known decision prevents further similar disputes arising.

APPEAL MECHANISM TO THE RESIDENTIAL TENANCIES TRIBUNAL

1. The Retirement Villages Act 1999 provides that either the Resident or management may apply to the Residential Tenancies Tribunal for an order in respect for any dispute.
2. Application about a dispute (other than a dispute about a transfer or about Village rules) may be made to the Residential Tenancies Tribunal in the following circumstances:
 - a) where there is no disputes committee for the retirement village;
 - b) where the nature of the dispute or any other circumstances of the case make it inappropriate or undesirable for the dispute to be determined by a disputes committee;
 - c) where either party to a dispute is dissatisfied with the determination of a disputes committee;
 - d) where a disputes committee declines to hear or determine the matter.

3. The Residential Tenancies Tribunal is not to hear an application about a dispute (other than a dispute about a transfer or about village rules) unless it is of the opinion that:
 - a) the dispute materially affects a party to the dispute; or
 - b) it is in the public interest to do so.
4. Upon receipt of the application the Residential Tenancies Tribunal will set a date and venue for hearing the dispute and will notify all the relevant parties accordingly.
5. After the hearing the Residential Tenancies Tribunal will notify the parties in writing of the outcome and of any orders made at the hearing.

SECTION 11

OCCUPANTS' CHECK LIST

This is Section B, Retirement Industry Code of Practice Regulation 1995

It is important for you to carefully read and consider the following questions before deciding to enter any retirement village.

If, after reading through the list, you are uncertain as to any aspects of the Village or its suitability for you, you should seek further advice.

1. Have I fully discussed my decision to enter a retirement village with family, friends or advisers?
 2. If I am considering moving to a retirement village because the housework, gardening and general maintenance has become too much, have I fully considered other options? (For example, obtaining home help or handyperson help, or moving to a smaller unit in the same neighbourhood.)
 3. Have I received adequate information about the retirement village I have chosen? Have I shown the documents to my solicitor or a Chamber Magistrate? Am I satisfied that I fully understand the contract that I am signing?
 4. Do I know that the lifestyle of the Village (including social activities and religion) will suit me? Have I spoken to any residents of the Village?
 5. Will the Village and my unit be readily accessible if I become disabled and need a wheelchair or walking aid? What alternatives do I have if I become too frail to live alone?
 6. Does the Village provide nursing care, an emergency call system and other facilities specially designed for the residents? Do these meet my present and likely future needs?
 7. Have I looked at a number of villages to compare the facilities and financial arrangements?
 8. Can I afford to live in the Village I have chosen and what are the financial consequences for me if I do not like living in the Village and wish to move out?
 9. Do I understand that recouping my refund, or realising any equity that I have, may be delayed pending resale, re-leasing or re-licensing the property? Does my contract outline when any refund is due to me after I leave?
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