Residence Contract

Holy Spirit Home

St Vincent's Care Services Carseldine Ltd
(the Scheme Operator)

The person named in Item 1 of the Schedule
(the Resident)

Date: 31 March 2020
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Residence Contract

THIS CONTRACT is made

BETWEEN: St Vincent's Care Services Carseldine Ltd (ACN 094 645 262) of 736 Beams Road, Carseldine, Brisbane (‘the Scheme Operator’)

AND: The person named in Item 1 of the Schedule (‘the Resident’)

Recitals

A. The Scheme Operator operates the retirement village described in item 3 of the Schedule (‘the Retirement Village’) on the land described in item 2 of the Schedule (‘the Land’).

B. The Retirement Village is located on that part of the Land shown on the Site Layout Plan.

C. A retirement village scheme (‘the Scheme’) has been registered under the provisions of the Retirement Villages Act 1999 (‘the Act’) in respect of the Retirement Village and is under the operation and control of the Scheme Operator.

D. The Resident wishes to enter into a licence to reside in respect of that accommodation unit which forms part of the Scheme and which is more particularly described in item 4 of the Schedule (‘the Accommodation Villa/Apartment’) on the terms and conditions herein set out.

It is agreed

1. Licence to reside

1.1. In consideration of these premises, the Scheme Operator hereby grants to the Resident a licence to reside in the Accommodation Villa/Apartment (‘the Licence’).

1.2. The Licence entitles the Resident to exclusive occupation of the Accommodation Villa/Apartment and a right in common with the Scheme Operator, its employees and agents and other residents of the Retirement Village to use and enjoy the amenities, Communal Facilities and common areas of the Retirement Village, subject to the provisions of this Contract and the Resident complying with its terms.

1.3. The Licence is granted to the Resident personally and cannot be assigned, sold or transferred.
1.4. The Accommodation Villa/Apartment shall include the garage/carport (if any) specified in item 5 of the Schedule.

2. Term

2.1. The term of this Contract is 99 years from the date of this Contract unless sooner terminated.

2.2. The date of this Contract is the date this Contract is signed by the parties or, if this Contract was signed by the parties on different dates, the later of those dates.

3. Ingoing contribution

3.1. Not later than 14 days from the date of this Contract, the Resident must pay to the Scheme Operator by bank cheque the sum specified in item 6 of the Schedule (‘the Ingoing Contribution’) less any amount previously paid by the Resident by way of deposit.

3.2. Unless the cooling off period in clause 4 has ended, the Scheme Operator must pay the Ingoing Contribution to its lawyers as described in item 7 of the Schedule (‘the Trustee’) and instruct its lawyers to hold such funds in trust in accordance with section 46 of the Act.

4. Cooling off period

4.1. The Resident, or another person who entered into this Contract on behalf of the Resident, may rescind this Contract by giving written notice to the Scheme Operator before the cooling off period ends.

4.2. The cooling off period is the 14 day period starting on:

4.2.1 the day this Contract commences as determined pursuant to clause 2.2; or

4.2.2 the day, if this Contract is subject to a later event happening or another contract being entered into, that the later event happens or the other contract is entered into.

4.3. Upon receipt of a written notice pursuant to clause 4.1, the Scheme Operator shall instruct the Trustee to immediately pay the Ingoing Contribution to the Resident.

4.4. If this Contract is rescinded the Resident will be liable for any charges attributable for any period of occupancy in the Accommodation Villa/Apartment.
5. **General services charge**

5.1. The Resident shall pay a recurrent charge to the Scheme Operator in respect of services supplied, or made available, to all residents of the Retirement Village (‘the General Services Charge’).

5.2. The General Services Charge is the amount determined by the Scheme Operator in the manner described in clauses 5.6 to 5.9 as the Resident’s fair proportion of the estimated Total Operating Expenses.

5.3. For the purposes of this clause, ‘Total Operating Expenses’ means the total of all outgoings, costs and expenses of the Scheme Operator, including any GST payable by or to the Scheme Operator, in connection with the ownership, operation, management and administration of the Retirement Village and the Scheme and may include:

5.3.1. all rates and taxes (to the extent they are not prohibited at law from recovery from the Resident), charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal, governmental or semi-governmental agency in respect of the Retirement Village (but excluding any GST recoverable under clause 26);

5.3.2. all communal charges for water, gas, oil, electricity, telecommunications, sewerage, waste disposal and other services supplied to the Retirement Village and for the maintenance and repair of all electrical, plumbing, filtration, sewerage and other installations located in the Retirement Village;

5.3.3. all insurance premiums and excesses payable by the Scheme Operator in respect of the Retirement Village against such risks as the Scheme Operator deems necessary or desirable from time to time, including but not limited to public risk and liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion;

5.3.4. the costs of all services provided to residents of the Retirement Village by the Scheme Operator or any manager, caretaker, employee or independent contractor employed or engaged by the Scheme Operator, including but not limited to pastoral care;

5.3.5. the costs of minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the Retirement Village in good order and condition, including provision at the discretion of the Scheme Operator for future contingencies;

5.3.6. the costs of cleaning, housekeeping and day to day maintenance of the exterior of all accommodation units in the Retirement Village and the interior and exterior
of all buildings and other improvements in common use by residents of the
Retirement Village;

5.3.7. the costs of the day to day maintenance and caretaking of the gardens,
landscaped areas, lawns, pathways, roads and other parts of the Communal
Facilities;

5.3.8. the costs of the control and eradication of pests in the Communal Facilities;

5.3.9. the costs of the day to day maintenance, testing and monitoring of firefighting and
protection equipment installed in the Retirement Village, including sprinkler
systems, hydrants, fire extinguishers and smoke detectors;

5.3.10. the costs of day to day maintenance, monitoring and responding to any
emergency alarm system (including associated nursing costs), other security
services or emergency care services provided to residents of the Retirement
Village;

5.3.11. the outgoings, costs and expenses in respect of the operation and day to day
maintenance of motor vehicles, machinery and any bus used in the operation of
the Retirement Village or to provide transport services to residents of the
Retirement Village, including but not limited to insurance, registration, servicing,
oil, petrol and the salaries and wages paid to drivers;

5.3.12. all payments made to or in respect of any manager, caretaker, employee or
independent contractor employed or engaged by the Scheme Operator in
connection with the Retirement Village or the Scheme including but not limited to
wages and salaries, superannuation contributions, sick leave, holiday leave, long
service leave, payroll processing, payroll tax, workers’ compensation insurance
premiums and other statutory taxes and charges;

5.3.13. the costs of providing accommodation to any manager, caretaker, employee or
independent contractor employed or engaged by the Scheme Operator in
connection with the Retirement Village;

5.3.14. expenditure incurred in carrying on the business and operations of the Scheme
Operator that relates to the operation, marketing, management or administration
of the Retirement Village or the Scheme, including but not limited to trade
subscriptions, licence fees and consumable items such as stationery and
computer consumables;

5.3.15. the costs of management, secretarial, legal, audit, book-keeping, IT, recruitment,
accounting and banking services provided in connection with the Retirement
Village and the Scheme;
5.3.16. interest on borrowings by the Scheme Operator in connection with the operation, management and administration of the Retirement Village and the Scheme;

5.3.17. the costs of complying with the requirements of any government or statutory authority in connection with the operation, management and administration of the Retirement Village and the Scheme;

5.3.18. the fees of any auditor engaged to resolve any dispute between the Scheme Operator and a resident in respect of the reasonableness or fairness of the calculation of the General Services Charge;

5.3.19. mission and culture;

5.3.20. any items of expenditure carried forward from any previous accounting period; and

5.3.21. any other expenditure properly incurred in respect of the operation, management or administration of the Retirement Village or the Scheme, but excluding amounts payable:

5.3.22. directly by the Resident under this Contract or the Act, or by other residents under their residence contracts or the Act;

5.3.23. for or towards the direct costs of providing Personal Services to residents of the Retirement Village;

5.3.24. for or towards maintaining and repairing the Retirement Village’s capital items that are properly payable out of the Maintenance Reserve Fund;

5.3.25. for or towards replacing the Retirement Village’s capital items that are properly payable out of the Capital Replacement Fund; or

5.3.26. for or towards costs awarded by the Tribunal against the Scheme Operator.

5.4. Clause 5.3 does not oblige the Scheme Operator to provide any of the services referred to therein.

5.5. The Resident must pay the General Services Charge as directed by the Scheme Operator without formal demand and without any deduction by fortnightly instalments in advance or at other times nominated by the Scheme Operator.

5.6. The Scheme Operator will adopt a budget for General Services Charges each financial year. The budget will allow for a reasonable amount to provide the general services for
5.7. If the estimated Total Operating Expenses as budgeted for a financial year is greater or less than the Total Operating Expenses actually incurred during that financial year, then for the purpose of calculating the General Services Charge payable during the next financial year, the estimated Total Operating Expenses for that next financial year must be increased or decreased accordingly by a sum equal to the difference.

5.8. The total General Services Charges amount is then apportioned between all accommodation units in the Retirement Village as follows:

5.8.1. property services per Sqm
5.8.2. management and administration per Villa/Apartment
5.8.3. facilities management per Sqm
5.8.4. recreational services per Villa/Apartment
5.8.5. pastoral care per Villa/Apartment
5.8.6. second bathrooms per Pedestal Charge

If applicable to a particular accommodation unit at any time, the Extra Person Charge referred to in clause 8 forms an additional component of the General Services Charge for that accommodation unit.

Costs incurred wholly or partly in providing a service to a particular type of accommodation unit will be further allocated to the relevant accommodation unit type in the proportion reasonably determined by the Scheme Operator.

In this clause 5.8:

5.8.7. “per Sqm” means the proportion that the Floor Area of an accommodation unit bears to the total Floor Area of accommodation units at the Retirement Village;

5.8.8. “per Villa/Apartment” means the proportion that an accommodation unit bears to the total number of accommodation units at the Retirement Village that are licensed or available to be licensed;

5.8.9. “per Pedestal Charge” means the additional charges imposed by Brisbane City Council for each additional toilet connected to their sewage system; and

5.8.10. “Floor Area” means the area of floor space of the premises without deduction of any area on account of exterior or interior walls, pipes or other obstacles contained within the boundaries of the premises. The area does not include garage or car parking spaces.
5.9. The Scheme Operator must calculate adjustments for the General Services Charge and notify the Resident from time to time of the adjusted General Services Charge payable by the Resident. The General Services Charge for a financial year will not be increased by more than the CPI percentage increase for the financial year (disregarding any extra amount payable or refundable under clause 5.7) unless the residents of the Retirement Village approve the increase by a special resolution at a residents meeting, or the excess is attributable to an increase in one or more of the costs referred to in section 107 of the Act.

5.10. Notice to the Resident of the amount of the adjusted General Services Charge the Resident is required to pay must be given no later than 14 days before the commencement of the period to which the notification relates and must contain the dates in each period on which the adjusted General Services Charge is payable.

5.11. Nothing in clause 5 obliges the Resident to pay a charge for general services in respect of a payment towards replacing the Retirement Village’s capital items or any costs awarded against the Scheme Operator by the Tribunal.

5.12. Notwithstanding termination of this Contract, the Resident must continue to pay the General Services Charge in accordance with the terms set out in this Contract after the Resident permanently vacates the Accommodation Villa/Apartment as follows:

5.12.1. The Resident must continue to pay the General Services Charge (without deduction) after the Resident permanently vacates the Accommodation Villa/Apartment until the first of the following events occur:

(i) a licence to reside in the Accommodation Villa/Apartment is sold; or

(ii) the Tribunal orders the Scheme Operator to pay the Resident’s Exit Entitlement under section 171 of the Act.

5.12.2. However, if a licence to reside in the Accommodation Villa/Apartment is not sold within the period of 90 days after the Resident permanently vacates the Accommodation Villa/Apartment and an order has not been made under section 171 of the Act, the liability to pay the General Services Charge is shared between the Scheme Operator and the Resident in the same proportion as they are to share the gross ingoing contribution on the sale of a licence to reside in the Accommodation Villa/Apartment as provided for in this Contract provided that the liability of the Resident to pay a proportion of the General Services Charge ceases when the first of the following events occurs:

(i) a licence to reside in the Accommodation Villa/Apartment is sold; or
(ii) a period of 18 months elapses after the Resident permanently vacates the Accommodation Villa/Apartment.

5.12.3. The obligation of the Resident to continue to pay the General Services Charge is also imposed on the personal representatives of the Resident’s estate in the event the Resident dies.

5.12.4. Other residents of the Retirement Village may be subject to different obligations regarding payment of the General Services Charge after they permanently vacate their accommodation units, depending on when they signed their residence contracts.

5.13. Despite clause 5.12, the Resident’s obligation to pay the General Services Charge will cease, subject to section 104 of the Act, on the date the Resident becomes entitled to be paid the Exit Entitlement.

5.14. As at the date on which the PCD was given to the Resident, the General Services Charge payable by the Resident is shown in Item 8 of the Schedule.

5.15. Subject to the Act, the Scheme Operator reserves the right to vary the method of calculation and/or apportionment of General Services Charges at any time. Without limitation, this includes:

5.15.1. adding, removing or varying the categories of general services to which the Total Operating Costs are allocated; and

5.15.2. determining a method of apportionment for any new category of general service.

6. Personal Services Charge

6.1. The Resident shall pay a charge to the Scheme Operator for any optional services selected by the Resident and supplied or made available by the Scheme Operator for the benefit, care or enjoyment of the Resident (‘the Personal Services Charge’).

6.2. The Scheme Operator may, from time to time, make Personal Services available to residents of the Retirement Village. A list of Personal Services currently made available by the Scheme Operator, and the applicable Personal Services Charges, is available from the Scheme Operator on request.

6.3. Unless otherwise directed by the Scheme Operator, the Personal Services Charge is payable by the Resident at the same time as the General Services Charge.

6.4. The Scheme Operator shall notify the Resident of any adjustments to the Personal Services Charge.
6.4.1. In the event this Contract is terminated, the Resident must continue to pay the Personal Services Charge in accordance with the terms of this Contract up to the applicable date referred to in section 102 of the Act, being: if the Resident or the Scheme Operator gives a notice terminating this Contract under clause 11.1, 11.2 or 11.3 – when the relevant notice period expires; or

6.4.2. if the notice period referred to in clause 6.4.1 is extended – 14 days after the end of the extended notice period; or

6.4.3. if this Contract terminates because the Resident dies – 28 days after this Contract is terminated.

6.5. The Scheme Operator reserves the right to do any one or more of the following at any time:

6.5.1. vary, discontinue or introduce one or more Personal Services; or

6.5.2. vary the Personal Services Charges and/or the method of calculating the Personal Services Charges for one or more Personal Services.

6.6. If, as at the date the PCD was given to the Resident, the Scheme Operator has agreed to supply to the Resident particular Personal Services, those Personal Services and the current applicable Personal Services Charges are shown in Item 10 of the Schedule.

7. Maintenance Reserve Fund

7.1. The Resident must pay a recurrent contribution to the Scheme Operator in respect of the fund established and kept by the Scheme Operator for maintaining and repairing the Retirement Village’s capital items ("Maintenance Reserve Fund").

7.2. As at the date the PCD was given to the Resident, the Maintenance Reserve Fund Contribution payable by the Resident is worked out as follows:

7.2.1. The Maintenance Reserve Fund Contribution is calculated by reference to the Maintenance Reserve Fund budget which is based upon the opinion of an independent quantity surveyor in relation to the expected repair and maintenance costs for the Retirement Village over a 10 year period.

7.2.2. A full report is obtained every third financial year, or in another financial year in which substantial changes are made to the Retirement Village. In all other financial years an update report is obtained. The Maintenance Reserve Fund Contribution is reviewed on 1 July each year.

7.2.3. The amount required to be paid into the Maintenance Reserve Fund for each financial year is apportioned between each accommodation unit in the Retirement
Village in accordance with the Scheme Operator’s reasonable assessment of the fair contribution which ought to be made in respect of each constructed accommodation unit. In the Scheme Operator’s discretion, that apportionment may be based on one or more of the following factors:

(i) on a per accommodation unit basis;

(ii) in accordance with the size, area or location (or combination) of an accommodation unit;

(iii) in accordance with the type of accommodation unit;

(iv) in accordance with the number of persons residing in an accommodation unit; or

(v) any other reasonable method the Scheme Operator considers appropriate.

In the Scheme Operator’s discretion, the Scheme Operator may adopt a different basis of apportionment in respect of any component of the total amount to be paid into the Maintenance Reserve Fund Contribution for each financial year. The Maintenance Reserve Fund Contribution will vary over time according to changes in repair and maintenance costs and projected requirements of the Maintenance Reserve Fund, and may vary according to anticipated annual occupancy rates.

7.2.4. In accordance with the Act, any surplus or deficit for the Maintenance Reserve Fund at the end of a financial year is carried forward and taken into account in determining the Maintenance Reserve Fund Contribution for the next financial year.

7.2.5. If the amount the Scheme Operator must spend on maintaining and repairing the Retirement Village’s capital items at any time is more than the amount held in the Maintenance Reserve Fund, the Scheme Operator will pay the difference between the actual amount to be spent and the amount held in the Maintenance Reserve Fund. Any such amount paid by the Scheme Operator is to be treated as an interest-free loan from the Scheme Operator to the Maintenance Reserve Fund, repayable on demand.

7.3. The Scheme Operator must give written notice to the Resident of adjustments to the Maintenance Reserve Fund Contribution.

7.4. The Resident must pay the Maintenance Reserve Fund Contribution at the same time as the General Services Charge.

7.5. Clauses 5.12 and 5.13 apply to the Maintenance Reserve Fund Contribution as if references in those clauses to the General Services Charge were references to the Maintenance Reserve Fund Contribution.
7.6. As at the date on which the PCD was given to the Resident, the Maintenance Reserve Fund Contribution payable by the Resident is shown in Item 9 of the Schedule.

7.7. Subject to the Act, the Scheme Operator reserves the right to vary the method of calculation of the Maintenance Reserve Fund Contribution at any time.

8. **Extra Person Charge**

8.1. If the Accommodation Villa/Apartment is occupied by more than two residents for greater than 28 days in any 6 month period, an Extra Person Charge is payable by the Resident per additional person. The Resident must immediately notify the Scheme Operator if a person (other than the parties to this Contract) occupies the Accommodation Villa/Apartment for greater than 28 days in any 6 month period.

8.2. As at the date on which the PCD was given to the Resident, the Extra Person Charge is the amount shown in Item 12 of the Schedule.

8.3. The Scheme Operator must calculate adjustments for the Extra Person Charge and notify the Resident from time to time of the adjusted Extra Person Charge payable by the Resident.

8.4. The Resident must pay the Extra Person Charge:

8.4.1. as directed by the Scheme Operator without formal demand and without any deduction; and

8.4.2. at the same time as the General Services Charge.

9. **Covenants of the Resident**

The Resident undertakes and agrees:

9.1. To use the Accommodation Villa/Apartment for residential purposes only and to observe all relevant legislation in connection with such use.

9.2. Not to do any act or thing which may interfere with the reasonable peace, comfort or privacy of another resident of the Retirement Village.

9.3. To observe the by-laws, rules or regulations (if any) of the Retirement Village that may be made from time to time by the Scheme Operator, or by residents pursuant to section 130 of the Act (if any such by-laws, rules or regulations exist for the Retirement Village when the PCD is given to the Resident, they are set out in Attachment 5).
9.4. Not to make any alterations or additions, whether structural or otherwise, to the Accommodation Villa/Apartment or the fixtures and fittings therein without the prior written consent of the Scheme Operator. Without limitation, this includes an obligation not to mark or drive screws or nails into or otherwise damage or deface the walls and ceilings of the Accommodation Villa/Apartment without the Scheme Operator’s consent. Picture hooks are allowed and can be provided through a maintenance request.

9.5. Unless otherwise agreed, not to remove, damage, destroy or otherwise deal with any alterations or additions to the Accommodation Villa/Apartment at the termination of this Contract, and not to claim compensation from either the Scheme Operator or the new resident in relation to the alterations or additions.

9.6. To maintain the interior of the Accommodation Villa/Apartment, all fixtures and fittings therein, the immediate surrounds of the Accommodation Villa/Apartment and all fixtures, fittings, furniture, furnishings, equipment, appliances and other property in, on or attached to the Accommodation Villa/Apartment belonging to the Scheme Operator or the Resident in good order and repair, and to replace those items if they are worn out or cannot reasonably be repaired (including, for example, day-to-day maintenance, replacing broken light bulbs, heating elements and smoke detector batteries, carpet cleaning and repairing and replacing floor coverings).

9.7. To repair or replace any fixtures, fittings, furniture, furnishings, equipment, appliances and other property in, on or attached to the Accommodation Villa/Apartment belonging to the Scheme Operator that is:

9.7.1. damaged by the Resident or any agent, contractor, licensee, invitee or visitor of the Resident; or

9.7.2. subjected to accelerated wear due to the act, omission, negligence or default of the Resident or any agent, contractor, licensee, invitee or visitor of the Resident.

9.8. To notify the Scheme Operator as soon as possible of any:

9.8.1. damage to the Accommodation Villa/Apartment and the fixtures, fittings, equipment, appliances, furniture, furnishings and other property in the Accommodation Villa/Apartment that are provided by the Scheme Operator; and

9.8.2. accident to, or defect in or damage to any cables, pipes or wires supplying services to the Accommodation Villa/Apartment.

9.9. To keep the Accommodation Villa/Apartment, including its exterior and surrounds, clean and free from rubbish, vermin, white ants, insects and pests, including by cleaning windows, removing cobwebs and sweeping patios.
9.10. Not to do or permit anything to be done whereby any insurances relating to the Retirement Village or the Scheme may be rendered void or voidable or the amount of any premium payable for such insurance may be increased.

9.11. Not to install nor permit to install any electrically powered machines or any electrical fittings or installations without the prior written consent of the Scheme Operator.

9.12. To permit the Scheme Operator or its agents or employees at all reasonable times to enter the Accommodation Villa/Apartment to view the state of repair and condition or for any other purpose relating to this Contract.

9.13. To:

9.13.1. permit the Scheme Operator and its employees to enter the Accommodation Villa/Apartment without obstruction or restriction at any time to deal with an emergency; and

9.13.2. pay for all repairs necessary as a result of the Scheme Operator and its employees entering the Accommodation Villa/Apartment to deal with an emergency.

9.14. To pay all charges separately levied or imposed on the Resident in respect of the Accommodation Villa/Apartment.

9.15. To notify of any change in the health or well-being of the Resident which may affect the Resident’s ability to live independently within the Retirement Village or if the Resident contracts an infectious disease to take all action necessary to avoid transmission of disease to the Scheme Operator, its employees or agents and to other residents. The Resident must allow the Scheme Operator, its agents or employees or a person referred to in clause 11.3.3 at all reasonable times to enter the Accommodation Villa/Apartment to assess the level of care required by the Resident.

9.16. To pay for any medical assistance engaged by the Scheme Operator for the Resident if the Resident suddenly becomes ill and to acknowledge that the Scheme Operator may, if the Resident suddenly becomes ill, have the Resident taken from the Accommodation Villa/Apartment to a hospital or other health care facility at the cost of the Resident.

9.17. Not to, without the Scheme Operator’s consent:

9.17.1. store any goods or chattels outside the Accommodation Villa/Apartment except in a place specifically set aside by the Scheme Operator for that purpose; or

9.17.2. use the garage/carport (if any) for purposes other than parking the Resident’s motor vehicle.
9.18. In respect of visitors:

9.18.1. to obtain the prior written consent of the Scheme Operator (which consent must be given in writing and may be given or refused in the Scheme Operator’s absolute discretion) before allowing a visitor to stay overnight in the Accommodation Villa/Apartment for more than 28 days in any 6 month period (whether continuous or not). If the Resident breaches this clause 9.18.1, the Scheme Operator may require the visitor to leave the Retirement Village immediately;

9.18.2. to remain in occupation of the Accommodation Villa/Apartment while visitors are staying in the Accommodation Villa/Apartment;

9.18.3. to ensure that visitors comply with the by-laws, rules or regulations (if any) of the Retirement Village and do not interfere with the rights and enjoyment of other residents of the Retirement Village;

9.18.4. to supervise any of the Resident’s visitors under the age of 16 years when using the Communal Facilities; and

9.18.5. to be responsible for the actions of the Resident’s visitors as if they were the actions of the Resident.

If a visitor stays for more than 28 days in any 6 month period, the Resident must pay an Extra Person Charge in accordance with clause 8 of this Contract.

9.19. To only use the Accommodation Villa/Apartment in accordance with the terms outlined in this Contract.

9.20. To co-operate with the Scheme Operator in preserving the gardens and landscaping in the Retirement Village and not to grow in any part of the Retirement Village any species of plants, shrub or tree without obtaining the Scheme Operator’s consent. In relation to any garden beds within the Retirement Village which the Resident and the Scheme Operator agree that the Resident will maintain (“resident gardens”), which are usually located around the perimeter of the Accommodation Villa/Apartment, to:

9.20.1. maintain the resident gardens, including by watering, weeding, pruning, fertilising and other requisites required to keep the resident gardens in good order and appearance;

9.20.2. not plant any vegetation that is noxious or invasive to a building or areas surrounding the resident gardens;
9.20.3. acknowledge that, subject to clause 9.20.4, the Scheme Operator will not provide any services or assistance in managing the resident gardens; and

9.20.4. if the Resident, at any time and for any reason or no reason, decides that the Resident no longer wishes to maintain the resident gardens, to promptly notify the Scheme Operator of the Resident’s decision, in which case the Scheme Operator will assume responsibility for maintaining the resident gardens.

9.21. Not to keep a pet in the Retirement Village without the Scheme Operator’s prior written approval, which (subject to the law) may be granted or refused in the Scheme Operator’s absolute discretion (as at the date the PCD was given to the Resident, the Scheme Operator generally only approves pets which are small birds, small fish, or a cat or dog between 7 – 10kg).

9.22. To comply with any pet policy which the Scheme Operator establishes or amends from time to time (the current pet policy for the Retirement Village is contained in Attachment 4).

9.23. When the Resident is away from the Accommodation Villa/Apartment overnight or for longer periods:

9.23.1. to continue to pay all charges payable under this Contract;

9.23.2. to make arrangements for the Resident’s letterbox to be cleared in the Resident’s absence; and

9.23.3. to notify the Scheme Operator of the Resident’s absence.

9.24. If required for the effective operation of the emergency call system (for example, if the Wi-Fi reception within the Accommodation Villa/Apartment is inconsistent or inadequate for the purpose of the emergency call system), to at all times maintain at the Resident’s expense an operative telephone line and handset in the Accommodation Villa/Apartment connected to the emergency call system.

9.25. To observe the fire safety procedures and non-smoking areas and not to smoke in the bedrooms of the Accommodation Villa/Apartment or near fire or smoke detection equipment.

9.26. Not to place or hang clothes or other articles outside of the Accommodation Villa/Apartment other than on a clothes line in a place approved by the Scheme Operator.

9.27. Not to display, or permit to be displayed, any placard, advertisement or sign in or outside the Accommodation Villa/Apartment or elsewhere at the Retirement Village.
9.28. To comply with all regulations relating to garbage and the position of receptacles of garbage in or about the Accommodation Villa/Apartment or elsewhere in the Retirement Village.

9.29. Not, without the Scheme Operator’s consent, to mortgage, charge or otherwise encumber the Accommodation Villa/Apartment or the Resident’s interest in the Accommodation Villa/Apartment.

9.30. Not to:

9.30.1. drive any unregistered motor vehicle while at the Retirement Village;

9.30.2. drive any vehicle unless licensed to do so;

9.30.3. exceed the speed limits in the Retirement Village; or

9.30.4. park any motor vehicle, motor cycle, trailer, boat, etc. on any part of the Retirement Village other than an area set aside by the Scheme Operator for that purpose and for the specific use of residents.

9.31. To use and install only electrical appliances in the Accommodation Villa/Apartment.

9.32. Not to collect money for appeals or presentations and not to erect notices anywhere in the Retirement Village except on designated notice boards and then only with the Scheme Operator’s consent.

9.33. To reimburse the Scheme Operator for any costs the Scheme Operator incurs resulting from an attendance or response by an emergency service at the Retirement Village as a result of an act or omission by the Resident (except where the Resident did not cause the situation or emergency which was responded to). This includes, but is not limited to, any call-out fee charged by a fire authority as a result of a Resident’s actions causing a fire alarm to be activated. The Scheme Operator may add the relevant cost to the next payment to be made by the Resident in respect of the General Services Charge.

9.34. To otherwise comply with all the obligations imposed on a resident by the Act.

10. **Covenants of the Scheme Operator**

Provided that the Resident pays all amounts payable under this Contract, and otherwise complies with the provisions of this Contract, then the Scheme Operator undertakes and agrees:

10.1. To allow the Resident to peaceably hold and enjoy the Accommodation Villa/Apartment without any interruption by the Scheme Operator or its agents or employees, subject to any provisions in this Contract.
10.2. To endeavour to cause as little inconvenience to the Resident as possible in undertaking necessary works to improve, extend or further construct the Retirement Village.

10.3. To insure and keep insured (whether with or without an excess), to full replacement value, the Retirement Village, including the accommodation units, other than accommodation units owned by residents, and the Communal Facilities. The insurance will provide for the reinstatement of property to its condition when new and will cover, to the greatest practicable extent, damage, costs incidental to reinstatement or replacement of insured buildings, and public liability.

10.4. To maintain the Retirement Village in good repair, fair wear and tear excepted, however nothing in this clause requires the Scheme Operator to maintain, repair or replace anything that is the responsibility of the Resident pursuant to this Contract or the Act or any other residents of the Retirement Village pursuant to their residence contracts or the Act.

10.5. Upon request, to provide to the Resident, within the timeframes required by the Act:

10.5.1. a quarterly financial statement (which need not be audited, but must be in a form capable of being audited), listing for the quarter:

   (i) the income and expenditure of the Capital Replacement Fund and Maintenance Reserve Fund; and

   (ii) the expenditure involved in providing each general service; and

10.5.2. an audited annual financial statement, showing particulars about the Retirement Village’s operation, as required by the Act.

10.6. To establish and keep a fund for replacing the Retirement Village’s capital items in accordance with the Act.

10.7. Subject to the Resident at all times maintaining a telephone connection, to install, maintain and have monitored a general emergency call system.

10.8. To otherwise comply with all the obligations imposed on a Scheme Operator by the Act.

11. Termination of Contract

11.1. The Resident may terminate this Contract at any time by giving one (1) month’s written notice to the Scheme Operator.

11.2. The Scheme Operator may terminate this Contract by giving not less than 14 days’ written notice to the Resident if the Resident has, or is likely to, intentionally or recklessly:
11.2.1. injured a person while the person is in the Retirement Village; or

11.2.2. seriously damaged the Accommodation Villa/Apartment; or

11.2.3. seriously damaged property of another person in the Retirement Village.

11.3. The Scheme Operator may terminate this Contract by giving not less than 2 months’ written notice to the Resident where:

11.3.1. the Resident has committed a material breach of this Contract; or

11.3.2. the Scheme Operator reasonably believes the Resident has abandoned the Resident’s right to reside in the Retirement Village; or

11.3.3. the Scheme Operator and a person who has assessed the Resident’s care needs under the Aged Care Act 1997 reasonably believe that the Accommodation Villa/Apartment is now unsuitable for the Resident; or

11.3.4. the Scheme Operator reasonably believes that the Accommodation Villa/Apartment is no longer suitable for the Resident because the Resident requires a higher level of care.

11.4. A notice given pursuant to clause 11.2 or 11.3 must state the ground on which the right to reside is being terminated, and the day by which the Resident must vacate the Retirement Village.

11.5. For the purposes of clause 11.3.1, a material breach includes, but is not limited to, any amount payable by the Resident to the Scheme Operator pursuant to this Contract remaining unpaid for 14 days after becoming payable, and the Resident refusing to permit an assessment of the Resident’s care needs under clause 11.3.3.

11.6. This Contract terminates automatically on the death of the Resident.

11.7. Subject to rights given to any Relative of the Resident pursuant to section 70B of the Act, the Resident must deliver vacant possession of the Accommodation Villa/Apartment as soon as this Contract is terminated.

11.8. If the Resident comprises two persons:

11.8.1. the Scheme Operator may terminate this Contract pursuant to either clause 11.2 or 11.3 notwithstanding that the circumstances therein apply to one only of those persons named as the Resident;
11.8.2. this Contract terminates automatically on the death of the survivor.

11.9. Termination of this Contract by either party is without prejudice to any rights which may have accrued to either party prior to the termination.

12. Reinstatement Work and Renovation Work

12.1. When ceasing occupation of the Accommodation Villa/Apartment at the end of the Resident’s residency, the Act requires the Resident to undertake or arrange Reinstatement Work. However, the Resident hereby irrevocably appoints the Scheme Operator as the Resident’s agent to undertake or arrange any Reinstatement Work on the Resident’s behalf and at the Resident’s cost, in lieu of the Resident undertaking or arranging that Reinstatement Work.

12.2. For the purpose of clause 12.1, the Scheme Operator may appoint such contractors, on such terms, as the Scheme Operator considers appropriate in its discretion, providing those terms are generally consistent with contracts for similar work in the market at the time of the appointment.

12.3. After the Termination Date, the Scheme Operator may, at its discretion and at its cost, undertake any Renovation Work in respect of the Accommodation Villa/Apartment.

12.4. The parties agree that, for the purpose of the Act, the date by which the Scheme Operator must ensure any Reinstatement Work or Renovation Work to the Accommodation Villa/Apartment is completed is:

12.4.1. the date that is 90 days after the Vacation Date; or

12.4.2. if the Reinstatement Work or the Renovation Work is delayed due to one or more Delay Events, the date referred to in clause 12.4.1 extended by the period of the delay/s.

12.5. This clause 12 is subject to clauses 9.5, 9.6, 9.7, 9.9 and 9.20.

12.6. To avoid doubt, Reinstatement Work may include but is not limited to repainting, replacing carpet and other floor coverings, replacing fixtures, fittings, equipment, furniture, appliances and other property provided by the Scheme Operator, repairing any damage to the Accommodation Villa/Apartment (to the extent that such work is not required due to Fair Wear and Tear) and treating the Accommodation Villa/Apartment for insects and pests (including fleas).

12.7. As a general rule and guide, if the following items require replacement prior to the respective terms stated below, and the reason for replacement is deemed by the Scheme Operator to be deliberate, accelerated or unreasonable damage caused by the Resident,
then the replacement of those items will be Reinstatement Work and the Resident will be liable for the costs of the replacement and any associated costs:

12.7.1. carpets, vinyl or tiles 5 years from installation date;
12.7.2. curtains, drapes (if provided) 3 years from installation date;
12.7.3. electric heater 5 years from installation date;
12.7.4. furniture and fittings (generally) 6 years from installation date;
12.7.5. oven and cook top 10 years from installation date;
12.7.6. cabinets 10 years from installation date;
12.7.7. internal repaint 5 years;
12.7.8. air conditioners 5 years from installation date.

12.8. The Resident must pay the costs associated with cleaning the Accommodation Villa/Apartment and removing any Resident’s belongings left in the Accommodation Villa/Apartment.

12.9. If the Resident’s Relative has a right to reside in the Accommodation Villa/Apartment under the Act after this Contract has terminated, the provisions of the Act dealing with the rights and obligations of the Scheme Operator, the Resident and the Relative in relation to Reinstatement Work and Renovation Work are to prevail over anything in this clause 12. In particular, the Scheme Operator is not required to perform any obligations that are set out in this clause 12 unless the Scheme Operator is expressly required to do so under the Act.

13. Resale of Licence

13.1. The Resale Value will be the market valuation of the right to reside in the Accommodation Villa/Apartment as determined from time to time in accordance with the Act.

13.2. The Scheme Operator has an exclusive right for a period of 6 months after the Termination Date to find a person who satisfies the Scheme Operator’s requirements for new residents in clause 13.4 to accept a new licence to reside in the Accommodation Villa/Apartment, in the manner the Scheme Operator considers appropriate.
13.3. On being advised of the Accommodation Villa/Apartment becoming available, the Scheme Operator will offer a new residence contract to a prospective resident from the Scheme Operator’s waiting list.

13.4. The Scheme Operator may only grant a licence of the Accommodation Villa/Apartment to a person:

13.4.1. where:

   (i) the Scheme Operator reasonably believes the person is at least 70 years old or, in the case of joint grantees of a new residence contract, both of them are at least 70 years old;

   (ii) the Scheme Operator reasonably believes that the Accommodation Villa/Apartment is of a type that is suitable for the person; and

   (iii) the person pays an ingoing contribution for the right to reside in the Accommodation Villa/Apartment equal to the Resale Value (unless the Scheme Operator or the Resident decides to accept a lower ingoing contribution – see clause 13.9); or

13.4.2. who does not satisfy the requirements of clause 13.4.1 but who:

   (i) is acceptable to the Scheme Operator; and

   (ii) will not, in the opinion of the Scheme Operator, derogate from the conduct of the Retirement Village as a premises where older members of the community or retired persons reside.

13.5. The Scheme Operator reserves the right to amend the applicable age limits for the Retirement Village at any time.

13.6. After the period in clause 13.2 ends, the Resident may appoint a real estate agent to find a new resident to accept a residence contract of the Accommodation Villa/Apartment. A new resident found by the Resident’s real estate agent must still meet the criteria in clause 13.4. If the Resident appoints a real estate agent then:

13.6.1. the Resident must immediately notify the Scheme Operator of the name of the real estate agent the Resident has appointed; and

13.6.2. the Scheme Operator is no longer obliged to find a new resident for the Accommodation Villa/Apartment.
13.7. The Resident must pay to the Scheme Operator a share of the costs the Scheme Operator incurs in finding a new resident for the Accommodation Villa/Apartment (including the costs of any valuations obtained under the Act to determine the Resale Value). The Resident’s share is calculated in accordance with the following formula, \((A - B) / C\), where:

\[
A = \text{the Resident’s Ingoing Contribution}; \\
B = \text{the Resident’s Exit Fee}; \text{ and} \\
C = \text{the ingoing contribution payable by the next resident of the Accommodation Villa/Apartment.}
\]

13.8. Notwithstanding clause 13.7, if the Resident appoints a real estate agent under clause 13.6, then the Resident must pay all the agent’s commission and costs.

13.9. If the Resident decides to accept an ingoing contribution from the next resident of the Accommodation Villa/Apartment that is less than the Resale Value, then the Resident must pay to the Scheme Operator an amount equal to the difference. This payment must be made when the Scheme Operator pays the Resident the Exit Entitlement under clause 15.3.

14. Exit fee

14.1. The Resident’s exit fee for the Accommodation Villa/Apartment is calculated on a daily basis as a percentage of the Ingoing Contribution as follows:

<table>
<thead>
<tr>
<th>Length of time from the date of this Contract until the day the Resident ceases to reside in the Accommodation Villa/Apartment or, if a Relative of a Resident resides in the Accommodation Villa/Apartment under section 70B(2), the sooner of the day the Relative vacates the Accommodation Villa/Apartment or the day that is 3 months after the Resident’s right to reside under this Contract is terminated.</th>
<th>Relevant percentage and exit fee formula</th>
</tr>
</thead>
</table>
| 1 year or less | 7%  
\((IC \times 7\%) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})\) |
| More than 1 year, but not more than 2 years | 13%  
\((IC \times 7\%) + ((IC \times (13\% - 7\%)) \times \text{amount of days in a partial year period} / \text{total number of days in termination year}))\) |
More than 2 years, but not more than 3 years  
18%  
(IC x 13%) + (((IC x (18%-13%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 3 years, but not more than 4 years  
22%  
(IC x 18%) + (((IC x (22%-18%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 4 years, but not more than 5 years  
25%  
(IC x 22%) + (((IC x (25%-22%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 5 years, but not more than 6 years  
27%  
(IC x 25%) + (((IC x (27%-25%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 6 years, but not more than 7 years  
29%  
(IC x 27%) + (((IC x (29%-27%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 7 years, but not more than 8 years  
31%  
(IC x 29%) + (((IC x (31%-29%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 8 years, but not more than 9 years  
33%  
(IC x 31%) + (((IC x (33%-31%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 9 years, but not more than 10 years  
34%  
(IC x 33%) + (((IC x (34%-33%)) x (amount of days in a partial year period / total number of days in termination year)))

More than 10 years  
34%  
(IC x 34%)

For the purposes of the table above, ‘IC’ means Ingoing Contribution.

14.2.  The Scheme Operator reserves the right at any time to vary the method of calculating the exit fee (including the applicable percentages) which applies to any other resident of the Retirement Village (whether present or future, including any subsequent resident of the Accommodation Villa/Apartment). Any such variation will not affect the method of calculating the Resident’s Exit Fee.
15. Exit entitlement

15.1. In this clause 15 and where the context permits elsewhere in this Contract, a reference to the ‘Resident’ includes a reference to a person, other than the Scheme Operator, who entered into this Contract for the purpose of giving someone else a right to reside in the Retirement Village.

15.2. Subject to clause 15.5, the Scheme Operator shall pay to the Resident an amount calculated in accordance with clause 15.3 (‘the Exit Entitlement’) when the earlier of the following occurs:

15.2.1. not later than 14 days after the day on which the sale of a right to reside in the Accommodation Villa/Apartment, to a new resident or the Scheme Operator, is settled and, if applicable, the Scheme Operator receives payment of the new resident’s ingoing contribution; or

15.2.2. the date that is 18 months after the Resident terminates their right to reside in the Accommodation Villa/Apartment upon vacant possession; or

15.2.3. within 90 days of vacant possession of the Accommodation Villa/Apartment where the resident has been admitted as a permanent resident into a Residential Aged Care Facility operated by the Scheme Operator or St Vincent’s Care Services Ltd, where there is no other person to legally reside in the Accommodation Villa/Apartment; or

15.2.4. some lesser specified period, in agreement with the Scheme Operator, after the Resident terminates their right to reside in the Accommodation Villa/Apartment upon vacant possession.

15.3. The Exit Entitlement is equal to the Ingoing Contribution:

15.3.1. Less: the Exit Fee

15.3.2. Less: the Termination Administration Costs

15.3.3. Less: the share of the costs the Scheme Operator incurs in finding a new resident for the Accommodation Villa/Apartment (including the costs of any valuations obtained under the Act to determine the Resale Value) that the Resident must pay under clause 13.7

15.3.4. Less: the costs associated with Reinstatement Work payable by the Resident under clause 12

15.3.5. Less: any other amounts:
(a) payable by the Resident to the Scheme Operator pursuant to this Contract (including clause 13.9) or the Act; or
(b) which, under this Contract, or the Act, constitute a debt owing by the Resident to the Scheme Operator.

15.4. The Scheme Operator reserves the right at any time to vary the method of calculating the exit entitlement which applies to any other resident of the Retirement Village (whether present or future, including any subsequent resident of the Accommodation Villa/Apartment). Any such variation will not affect the method of calculating the Resident’s Exit Entitlement.

15.5. Despite clause 15.2, if the Resident has died, the Scheme Operator is not required to pay the Exit Entitlement before the day that is fourteen (14) days after the Scheme Operator receives from the Resident’s personal representative(s) evidence (satisfactory to the Scheme Operator) of:

15.5.1. a Grant of Probate of the Resident’s Will; or
15.5.2. a Grant of Letters of Administration of the Resident’s estate.

15.6. To avoid doubt, the Resident is not entitled to share in any Capital Gain and is not liable for any Capital Loss.

16. Termination Administration Costs

The Resident agrees to pay the Termination Administration Costs of $250.00 to the Scheme Operator when the Scheme Operator pays the Resident the Exit Entitlement under clause 15.3.

17. Risk

17.1. The Resident occupies the Accommodation Villa/Apartment at the Resident’s risk.

17.2. Without limiting clause 17.1, the Scheme Operator is not responsible for any loss or damage to the Resident’s property, including while the Resident is away from the Accommodation Villa/Apartment overnight or for longer periods.

18. Indemnity and Release

18.1. The Resident is liable for and irrevocably and unconditionally indemnifies the Scheme Operator against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

18.1.1. damage to or loss of any property or injury to or the death of any person:
(i) caused or contributed to by the act, omission, negligence or default of the Resident or any agent, contractor, licensee, invitee or visitor of the Resident; or

(ii) occurring on or caused or contributed to by anything occurring in the Accommodation Villa/Apartment except to the extent it is caused or contributed to by the negligence or default of the Scheme Operator or its agents or employees;

18.1.2. the Scheme Operator doing anything which the Resident must do under this Contract but which the Resident has not done or which the Scheme Operator reasonably considers the Resident has not done properly; and

18.1.3. a breach by the Resident or any agent, contractor, licensee, invitee or visitor of the Resident of any term of this Contract.

18.2. The Resident will and does hereby indemnify and save harmless the Scheme Operator against all losses, damages, claims and expenses which the Scheme Operator or any other occupier of the Retirement Village may sustain, suffer, expend or be put to by reason of any neglect, misconduct, mis-performance or non-performance on the part of the Resident or anyone acting or purporting to act on the Resident’s behalf, of any of the covenants and agreements on the Resident’s part contained in this Contract and the Resident will, at the Resident’s own cost and expense, pay for all such loss and damage.

18.3. To the extent permitted by law, the Resident releases the Scheme Operator from and agrees that the Scheme Operator is not liable for any liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

18.3.1. damage to or loss of any property or injury to or the death of any person except to the extent it is caused or contributed to by the negligence or default of the Scheme Operator or its agents or employees;

18.3.2. the Scheme Operator doing anything the Scheme Operator is required or permitted to do under this Contract; or

18.3.3. a service or facility provided by an authority, the Scheme Operator or any other person to the Accommodation Villa/Apartment or the Retirement Village not being available or not working properly.
19. **Damage to or destruction of the Accommodation Villa/Apartment**

19.1. If the Accommodation Villa/Apartment is partially destroyed or damaged so that it is substantially unfit for use and occupation by the Resident, then the Scheme Operator must as soon as practicable restore the Accommodation Villa/Apartment as nearly as possible to its condition immediately before the damage or destruction.

19.2. As from the date the destruction or damage in clause 19.1 occurs, the General Services Charge and Maintenance Reserve Fund Contribution, or a proportion of them according to the nature and extent of the damage, abates until the Accommodation Villa/Apartment has been restored or made fit for use and occupation.

19.3. If the Accommodation Villa/Apartment, in the opinion of the Scheme Operator, is totally destroyed or damaged so extensively that the repair or making good of the damage is impracticable or undesirable then the Scheme Operator must rebuild or reconstruct the Accommodation Villa/Apartment:

19.3.1. substantially in accordance with its original design; or

19.3.2. to some other design the Scheme Operator considers desirable.

19.4. If in the opinion of the Scheme Operator, the damage or destruction makes rebuilding or reconstruction of the Accommodation Villa/Apartment impracticable or undesirable, the Scheme Operator may terminate this Contract by giving a notice to the Resident.

19.5. If:

19.5.1. parts of the Retirement Village other than the Accommodation Villa/Apartment are destroyed or damaged; and

19.5.2. in the opinion of the Scheme Operator the building or reconstruction of those parts of the Retirement Village is impractical or undesirable,

the Scheme Operator may terminate this Contract by giving a notice to the Resident.

19.6. If the Scheme Operator decides to terminate this Contract under clause 19.4 or 19.5:

19.6.1. the Scheme Operator must, within 30 days after receiving the proceeds due to the Scheme Operator from its policy of insurance covering the damage or destruction, pay to the Resident the amount due to the Resident calculated under clause 15.3 on the basis that:

   (i) the Scheme Operator is taken to have entered into a residence contract for the Accommodation Villa/Apartment for a new ingoing contribution equal to
the Resale Value that would have applied if the Accommodation Villa/Apartment had not been destroyed (and assuming it was not reinstated or renovated); and

(ii) no amounts are to be deducted under clauses 15.3.3 or 15.3.4; and

19.6.2. the Resident is not entitled to any other compensation or sum in respect of the damage to or destruction of the Accommodation Villa/Apartment.

19.7. Despite clause 19.2, the Resident must continue to pay the General Services Charge and Maintenance Reserve Fund Contribution if:

19.7.1. the Resident caused the damage to or destruction of the Accommodation Villa/Apartment; or
19.7.2. the Scheme Operator offers the Resident replacement accommodation in the Retirement Village.

20. Acknowledgements

20.1. The Resident acknowledges that immediately before signing this Contract the Resident inspected the Accommodation Villa/Apartment and is satisfied with the condition, appearance and state of repair of the Accommodation Villa/Apartment.

20.2. The Resident acknowledges that the Scheme Operator gave to the Resident a VCD for the Retirement Village, a PCD relating to the Accommodation Villa/Apartment, this Contract and any existing by-laws for the Retirement Village:

20.2.1. at least 21 days before the Resident entered into this Contract; or
20.2.2. if the Resident waived this 21 day requirement in accordance with the Act, before entering into this Contract.

20.3. The Resident acknowledges that the Resident has not relied upon any oral or written promises, inducements or representations by the Scheme Operator or its employees or agents and the Resident has made its own independent investigations into all matters pertaining to this Contract.

20.4. The Resident acknowledges that this Contract does not create a lease or tenancy in favour of the Resident.

20.5. The Resident acknowledges that the insurance effected by the Scheme Operator only covers the legal liability of the Scheme Operator and does not extend to insure (amongst other things):
20.5.1. the legal liability of the Resident to pay damages or compensation to a third person for personal injury, whether or not the injury occurred inside the Accommodation Villa/Apartment;

20.5.2. the legal liability of the Resident to pay damages or compensation to a third person for property damage;

20.5.3. the personal belongings of the Resident for damage, destruction or theft.

It is the Resident’s responsibility to effect and maintain insurance of this nature as the Resident sees fit, at the Resident’s expense.

20.6. The Resident acknowledges that the Scheme Operator does not provide any moveable furniture in the Accommodation Villa/Apartment.

20.7. The Resident acknowledges that the Scheme Operator may at any time grant occupation rights in respect of accommodation units in the Retirement Village (other than the Accommodation Villa/Apartment during the term of the Licence) under agreements or arrangements whether governed by the Act or not, including residential tenancies.

20.8. The Resident acknowledges that the Scheme Operator may at its discretion decide to further develop the Retirement Village or to redevelop all or part of the Retirement Village, which may include, without limitation:

20.8.1. construction or demolition of one or more accommodation units;

20.8.2. construction, demolition, expansion or reduction in size or area, of a building or structure located in the Retirement Village;

20.8.3. expansion or reduction in size or area of the Retirement Village; or

20.8.4. changing the use of a building or structure located in the Retirement Village.

21. Costs

21.1. When the Resident pays the Ingoing Contribution to the Scheme Operator, the Resident must also pay the Scheme Operator the Administration Fee. The Administration Fee is for administrative tasks the Scheme Operator undertakes in relation to considering the Resident’s request to become a resident of the Retirement Village, the Resident becoming a resident of the Retirement Village, settlement of the grant of the Resident’s right to reside in the Accommodation Villa/Apartment and complying with Section 46 of the Act relating to trust monies. However, no part of the Administration Fee is for preparing or giving to the
Residence Contract

Resident a VCD, PCD, Entry Condition Report, Exit Condition Report, this Contract, an operational document (within the meaning of the Act) or a copy of any of those documents.

21.2. The Resident shall pay:

21.2.1. any stamp duty assessed on this Contract; and

21.2.2. the costs of preparing any survey plan of the Accommodation Villa/Apartment to be annexed to this Contract.

21.3. Save as may be provided elsewhere in this Contract, each party will pay their own costs of and incidental to this Contract.

22. Sale of Retirement Village

22.1. The Scheme Operator may at any time sell the Retirement Village provided it first obtains from the purchaser a covenant to be bound by the terms of this Contract.

22.2. On completion of the sale, the Scheme Operator is fully released and discharged from all its obligations under this Contract except breaches by the Scheme Operator which occurred before completion of the sale.

23. Termination of Scheme

If the Scheme Operator gives the Resident notice that it intends to cease to operate the Scheme following the termination of all then current residence contracts, the Scheme Operator must, within 28 days of the termination of this Contract, pay to the Resident the Exit Entitlement, calculated on the basis that:

23.1. the Scheme Operator is taken to have entered into a residence contract for the Accommodation Villa/Apartment for a new ingoing contribution equal to the Resale Value (and assuming the Accommodation Villa/Apartment was not reinstated or renovated); and

23.2. no amounts are to be deducted under clauses 15.3.3 or 15.3.4.

24. Interest

24.1. The Resident shall pay interest to the Scheme Operator in respect of any payment to be made pursuant to this Contract which is overdue.

24.2. The rate of interest shall be the Default Interest Rate and shall be calculated from the date when the payment became due to the date of payment.
24.3. Despite the foregoing, the Scheme Operator is not entitled to charge interest where such a charge is prohibited by the provisions of the Retirement Villages Act 1999.

25. **Notices**

25.1. All notices to be given pursuant to this Contract shall be in writing.

25.2. Notice to the Resident may be delivered to the Resident personally, left at the Accommodation Villa/Apartment, or posted to the Accommodation Villa/Apartment.

25.3. Notice to the Scheme Operator may be delivered or posted to the address shown on the first page of this Contract.

25.4. Any notice served in accordance with this clause is taken to be received:

   25.4.1. if hand delivered, on delivery; or

   25.4.2. if sent by post, on the second business day after posting.

26. **GST**

26.1. Words or expressions used in this clause and clause 5 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning in this Contract.

26.2. Any payment to be made by the Resident to the Scheme Operator pursuant to this Contract does not include an amount on account of GST.

26.3. Despite any other provision of this Contract, if the Scheme Operator makes a supply pursuant to this Contract on which GST is imposed, then the consideration payable or to be provided for that supply pursuant to this Contract but for the application of this clause is increased by, and the Resident must also pay to the Scheme Operator in addition to that consideration, an amount equal to the GST payable by the Scheme Operator on that supply so that the Scheme Operator retains, after payment of the GST, the consideration which it would have retained but for the imposition of GST.

26.4. The Resident must pay the additional amount payable under clause 26.3 at the same time as the GST exclusive consideration is payable or to be provided.

26.5. If a payment to the Scheme Operator pursuant to this Contract is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by the Scheme Operator, then the payment will be reduced by the amount of any input tax credits to which the Scheme Operator is entitled for that loss, cost or expense.
27. Dispute resolution

27.1. Subject to clause 27.2, a party to a Retirement Village Dispute may refer the dispute to a mediation process.

27.2. A party to a Retirement Village Dispute may refer the dispute to a mediation process only if:

27.2.1. one party (‘the first party’) has given the other party (‘the second party’) a written notice that states the matters in dispute and nominates a day, no earlier than 14 days after the notice is given (‘the nominated day’), for the parties to meet within the Retirement Village to attempt to resolve the dispute;

27.2.2. the second party has given the first party a written response to the notice within 7 days after receiving the notice; and

27.2.3. on the nominated day, or another day within 7 days after the nominated day and agreed by the parties, the parties meet in the Retirement Village and make a genuine attempt to resolve the dispute.

27.3. A mediator may mediate a Retirement Village Dispute other than those disputes about an issue that is the subject of arbitration, or has been the subject of an award (interim or final) in an arbitration proceeding or is before, or has been decided by, a court.

27.4. Mediation of a Retirement Village Dispute must be referred and conducted in accordance with Part 9 of the Act.

28. Statutory charge

The statutory charge (if any) created and registered over the Land under the Act relevant to the Resident’s interest in the Accommodation Villa/Apartment is specified in Item 13 of the Schedule.

29. Special conditions

This Contract is subject to the special conditions (if any) set out in item 14 of the Schedule.

30. Condition Reports

30.1. On or before the date of this Contract, or as soon as practicable thereafter, the Scheme Operator will inspect the Accommodation Villa/Apartment and complete an Entry Condition Report. The Scheme Operator will endeavour to give the Resident reasonable notice (which may be verbal notice) of the date and time of the inspection.
30.2. The Resident is not entitled to start occupying the Accommodation Villa/Apartment unless:

30.2.1. the Resident is present at the inspection referred to in clause 30.1;

30.2.2. another person who acts for the Resident is present at the inspection referred to in clause 30.1; or

30.2.3. the Resident has notified the Scheme Operator in writing that the Resident consents to the inspection referred to in clause 30.1 and the Scheme Operator’s completion of the Entry Condition Report being carried out in the Resident’s absence.

30.3. Any delay to the day the Resident is entitled to start occupying the Accommodation Villa/Apartment because the Resident has not complied with clause 30.2 does not affect:

30.3.1. the determination of the date of this Contract, or the commencement of the term of this Contract or the Licence; or

30.3.2. the Resident’s obligations under this Contract including, without limitation, to make payments.

30.4. Within 7 days of the date the Resident receives an Entry Condition Report from the Scheme Operator or the date the Resident enters occupancy of the Accommodation Villa/Apartment (whichever is the later), the Resident must:

30.4.1. check whether the Resident agrees with all information in the Entry Condition Report;

30.4.2. if the Resident disagree with the Entry Condition Report, show the parts of the Entry Condition Report that the Resident disagrees with by marking the copy in an appropriate way; and

30.4.3. sign the Entry Condition Report and return the signed copy to the Scheme Operator.

30.5. Within 7 days of receiving an Exit Condition Report from the Scheme Operator, the Resident must:

30.5.1. check whether the Resident agrees with all information in the Exit Condition Report;

30.5.2. if the Resident disagrees with the Exit Condition Report, show the parts of the Exit Condition Report that the Resident disagrees with by marking the copy in an appropriate way; and
30.5.3. sign the Exit Condition Report and return the signed copy to the Scheme Operator.

31. Governing law

31.1. This Contract shall be construed in accordance with the law of the State of Queensland and shall be deemed to have been made in Brisbane.

32. Interpretation

32.1. Words importing the singular number shall include the plural number and vice versa.

32.2. A party includes the party’s successors, agents, executors and administrators.

32.3. If a party consists of more than one person, those persons are jointly and severally bound by the obligations imposed herein on that party.

32.4. If any part of this Contract (including any special condition) is found to be void, voidable, illegal or unenforceable then that part shall be severable from and shall not affect or derogate from the enforceability or validity of the rest of this Contract.

33. Dictionary

‘the Accommodation Villa/Apartment’ has the meaning given in Recital D and includes any garage/carport specified in item 5 of the Schedule.

‘Administration Fee’ means the amount shown in Item 11 of the Schedule.

‘the Act’ means the Retirement Villages Act 1999.

‘Capital Gain’ means the amount (if any) by which the Resale Amount exceeds the Ingoing Contribution.

‘Capital Loss’ means the amount (if any) by which the Ingoing Contribution exceeds the Resale Amount.

‘Capital Replacement Fund’ means the fund referred to in clause 10.6.

‘Communal Facilities’ means the buildings, surrounding facilities and other areas that the Scheme Operator makes available for use by residents of the Retirement Village from time to time. As at the date the PCD was given to the Resident, the Communal Facilities include:

   a) gardens;
   b) community bus;
   c) emergency call system;
d) function centre;
e) chapel/prayer room;
f) hairdressing or beauty room;
g) billiards tables;
h) recreation room;
i) laundry facilities;
j) dining facilities;
k) internal library;
l) computer and internet facilities;
m) swimming pool with barbeque facilities;
n) café;
o) lounge areas;
p) 24 hour security lighting;
q) concrete paved walkways;
r) external seating.

‘this Contract’ means this document, including the Schedule to this document.

‘CPI’ means the all groups consumer price index for Brisbane published by the Australian statistician.

‘CPI percentage increase for a financial year’ means the percentage increase between:

a) the CPI published for the quarter ending immediately before the start of the financial year; and

b) the CPI published for the quarter ending immediately before the end of the financial year.

‘date of this Contract’ has the meaning given in clause 2.2.

‘Default Interest Rate’ means the Maximum Permissible Interest Rate published by the Commonwealth which is the interest rate calculated in accordance with Schedule 4 of the Fees and Payments Principles 2014 (no.2). In the event that the Maximum Permissible Interest Rate is no longer published by the Commonwealth, the Default Interest Rate shall be 1.00% per annum above the rate which the Archdiocesan Development Fund will charge the Scheme Operator for come-and-go loan facilities.

‘Delay Event’ means:

a) damage to the Accommodation Villa/Apartment, inclement weather, fire, explosion, earthquake, lightning, storm, flood, tempest, act of God, war, act of terrorism or civil commotion;
b) industrial action, disputes with employees, contractors or sub-contractors or delays in sourcing labour or materials;

c) act or restraint of any governmental, semi-governmental or other public or statutory authority;

d) failure by any local or other competent authority or utility provider to promptly grant, on conditions satisfactory to the Scheme Operator, any approval or consent necessary for the Reinstatement Work or the Renovation Work;

e) proceedings taken or threatened by, or disputes with, owners or occupiers of the Land or land adjoining or in the vicinity of the Retirement Village; or

f) any other cause beyond the Scheme Operator’s control.

‘Entry Condition Report’ means a report describing the condition of the Accommodation Villa/Apartment and required under section 76 of the Act.

‘Exit Condition Report’ means a report describing the condition of the Accommodation Villa/Apartment and required under section 77 of the Act.

‘the Exit Entitlement’ has the meaning given in clause 15.3.

‘the Exit Fee’ shall be calculated pursuant to clause 14.1.

‘the Extra Person Charge’ means the charge payable by the Resident for extra person(s) determined under clause 8;

‘Fair Wear and Tear’ includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village.

‘the General Services Charge’ has the meaning given in clause 5.1.

‘the Ingoing Contribution’ has the meaning given in clause 3.1.

‘the Land’ has the meaning given in Recital A.

‘the Licence’ has the meaning given in clause 1.1.

‘the Maintenance Reserve Fund’ has the meaning given in clause 7.1.

‘Maintenance Reserve Fund Contribution’ means the recurrent contribution the Resident is required to make to the Maintenance Reserve Fund under clause 7.1.

‘PCD’ means the Prospective Costs Document relating to the Resident’s right to reside in the Accommodation Villa/Apartment, in a form required by the Act.

‘Personal Services’ means optional services supplied or made available by the Scheme Operator for the benefit, care or enjoyment of a resident of the Retirement Village and for which the Scheme Operator charges additional fees.

‘the Personal Services Charge’ has the meaning given in clause 6.1.

‘Reinstatement Work’ means replacements or repairs that are reasonably necessary to reinstate the Accommodation Villa/Apartment to the same condition it was in when the Resident started occupation of it, apart from:
a) Fair Wear and Tear; and

b) Reinstatement works and other changes to the condition of the Accommodation Villa/Apartment carried out with the Scheme Operator’s agreement.


‘Renovation Work’ means replacements or repairs other than Reinstatement Work.

‘Resale Amount’ means the ingoing contribution payable by the next resident of the Accommodation Villa/Apartment under their residence contract, or the Resale Value.

‘Resale Value’ has the meaning in clause 13.1.

‘the Resident’ is the person or persons named in item 1 of the Schedule, or the survivor of them if more than 1.

‘the Retirement Village’ means the retirement village described in item 3 of the Schedule and includes all relevant infrastructure and improvements, plant, machinery, equipment and other property used in conjunction with that facility.

‘Retirement Village Dispute’ means a dispute between the Scheme Operator and the Resident about one or both parties’ rights or obligations under this Contract or under the Act.

‘Schedule of Finishes’ means the schedule contained in Attachment 3.

‘the Scheme’ has the meaning given in Recital C.

‘the Scheme Operator’ is St Vincent’s Care Services Carseldine Ltd.

‘Site Layout Plan’ means the plan contained in Attachment 1.

‘Termination Administration Costs’ means all costs of, and incidental to, termination of this Contract including costs of preparation, execution and stamping of any document or a record of death.

‘Termination Date’ means:

a) the date the Resident’s right to reside under this Contract in the Accommodation Villa/Apartment is terminated; or

b) if a Relative of the Resident has a right to reside in the Accommodation Villa/Apartment pursuant to section 70B of the Act, the date the Relative advises the Scheme Operator in compliance with section 70B(5) of the Act that the Relative wants to enter into a residence contract for the Accommodation Villa/Apartment.

‘the Total Operating Expenses’ has the meaning given in clause 5.3.

‘Tribunal’ means the tribunal established under the Queensland Civil and Administrative Tribunal Act 2009.

‘the Trustee’ has the meaning given in clause 3.2.

‘Vacation Date’ of the Accommodation Villa/Apartment means:
a) for a Relative with a right to reside pursuant to section 70B of the Act – the date the Relative’s right to reside in the Accommodation Villa/Apartment ends; or

b) otherwise – the date the Resident vacates the Accommodation Villa/Apartment.

‘VCD’ means the Village Comparison Document relating to the Village, in a form required by the Act.

‘Villa/Apartment Layout Plan’ means the plan contained in Attachment 2.
## Schedule

<table>
<thead>
<tr>
<th>Item 1: ('the Resident')</th>
<th>Full name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 2: ('the Land') - Recitals clause A</td>
<td>RPD: Lot 149 on Registered Plan 214968, Title Reference 17142158</td>
</tr>
<tr>
<td>Address: 736 Beams Road, Carseldine in the State of Queensland</td>
<td></td>
</tr>
<tr>
<td>Item 3: ('the Retirement Village') - Recitals clause A</td>
<td>Name: Holy Spirit Home</td>
</tr>
<tr>
<td>Item 4: ('the Accommodation Villa/Apartment') - Recitals clause D</td>
<td>Villa/Apartment number: as shown generally on the Site Layout Plan. Details of the layout of the Accommodation Villa/Apartment as at the date of this Contract are shown generally in the Villa/Apartment Layout Plan. Details of the fixtures, fittings and finishes the Scheme Operator provides in or with the Accommodation Villa/Apartment as at the date of this Contract are shown in the Schedule of Finishes. All areas, measurements, layouts and distances referred to in the above plans represent indicative approximations only. Those plans have been prepared for marketing purposes only and minor variations may apply. The Accommodation Villa/Apartment may be the mirror image of the Villa/Apartment Layout Plan. The Scheme Operator recommends that the Resident inspect the Accommodation Villa/Apartment before entering into this Contract.</td>
</tr>
<tr>
<td>Item 5: Garage/carport (if any) - clause 1.4</td>
<td></td>
</tr>
<tr>
<td>Item 6: ('the Ingoing Contribution') - clause 3.1</td>
<td>$</td>
</tr>
<tr>
<td>Item 7: ('the Trustee') - clause 3.2</td>
<td>Mullins Lawyers Level 21, Riverside Centre, 123 Eagle Street Brisbane Qld 4000. GPO Box 2026 Brisbane Qld 4001</td>
</tr>
</tbody>
</table>
Item 8: General Services Charge – clause 5.14
$  

Item 9: Maintenance Reserve Fund Contribution – clause 7.6
$  

Item 10: Personal Services selected by Resident and applicable Personal Services Charges – clause 6.6:

<table>
<thead>
<tr>
<th>Personal Services selected</th>
<th>Personal Services Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Item 11: Administration Fee – clause 21.1
$605, including GST  

Item 12: Extra Person Charge – clause 8
$30.00 per additional person per fortnight  

Item 13: Statutory Charge – clause 28
Not applicable.  

Item 14: Special Conditions – clause 29  
1. [If applicable, insert:] The Resident must, at the Resident’s expense, at all times keep the remote controlled outdoor blind on the balcony in good order and condition, including by repairing and maintaining the same and (if the blind is worn out or cannot reasonably be repaired), replacing it.  
2. Allocated car space only while resident owns a car and is driving. (otherwise the space in returned to the scheme operator.)

[insert any other special conditions as applicable]  

- Keys given on:
- Entry Condition Report completed and given on:
- VCD and PCD given on:
- Contract signed on:
- Moving in Date:
- Settlement Date:
- Balance of Ingoing Contribution, inclusive of our Administration Fee, to be paid: $  

Cheque to be made payable to: St Vincent’s Care Services Carseldine Ltd
The parties have executed this Contract as follows:

**SIGNED** for and on behalf of **ST VINCENT’S CARE SERVICES CARSELDINE LTD**

(ACN 094 645 262) by

………………………………………………….

this .......... day of ................. 20....
in the presence of:

_____________________________________  _______________________________________

Witness

**SIGNED** by **THE RESIDENT** on the ........

day of .................................... 20....  _______________________________________
in the presence of:

_____________________________________

Witness
Attachment 1 – Site Layout Plan
Attachment 2 – Villa/Apartment Layout Plan

NOTES:
APARTMENT NUMBER IN ITALICS DENOTES LAYOUT MIRROR REVERSED
FIRST DIGIT OF APARTMENT NUMBER DENOTES LEVEL (4)
Apartment 301 IS LOCATED ON LEVEL 3

UNIT TYPE 1
2 BEDROOM
SCALE 1:100

APARTMENT NUMBERS  | EXCL AREA | DECK AREA
--- | --- | ---
101 - WITH PRIVATE COURTYARD | 94.8sqm. | 27.2sqm. |
201 | 94.8sqm. | 27.2sqm. |
301 | 94.8sqm. | 27.2sqm. |
NOTES:
APARTMENT NUMBER IN ITALICS DENOTES LAYOUT MIRROR REVERSED
FIRST DIGIT OF APARTMENT NUMBER DENOTES FLOOR LEVEL.
Fig. 301 is located on level 10.
VILLA UNIT TYPE A

TOTAL AREA 99.0sqm.
VILLA UNIT TYPE B

TOTAL AREA 87.5sqm.
VILLA UNIT TYPE C

TOTAL AREA 60.3sqm.
VILLA UNIT TYPE D

TOTAL AREA 62.6sqm.
Attachment 3 – Schedule of Finishes

[Amend as required]

Apartments

General

- All walls painted finish
- All ceilings painted finish
- Doors, architraves and skirtings painted finish
- Sliding aluminium patio doors
- Satin finish door handles
- Aluminium framed tinted sliding windows
- Security screens
- Selected light fittings
- Carpet (to selected areas)
- Ceiling fans
- Pay TV and internet cable access points
- Easy access power points
- Multiple telephone points
- Nurse call point
- Air conditioning to lounge and main bedroom
- Cupboard space

Kitchen

- Floor tiles
- Bench tops and cupboards
- Ceramic wall tiles
- Cook top
- Range hood
- Elevated wall-oven
- Stainless steel double sink with chrome mixer tap
- Microwave recess
- Refrigerator recess
- Provision for dishwasher

Laundry

- Domestic clothes dryer
- Stainless steel laundry tub
- Floor tiles
- Wall tiles to wet areas
- Internal pull-down clothes hoist
Bathroom

- Floor tiles
- Ceramic wall tiles
- Shower rose and assistance rail
- Pivot glass door shower screen
- Heater light
- Exhaust fan
- Wall mirror
- Dual-flush toilet suite
- Semi-recessed basin
- Chrome tap ware, toilet roll holder and towel rails

Courtyards (in some plans)

- Fully maintained combination paved and garden bed area
- Garbage bin
- Privacy screening (in some cases)

Undercover car park

- Secure remote access doors
- Allocated car space (if applicable)
- Allocated lockable storage cabinet
- 24 hour security lighting

Villas

General

- All walls painted finish
- All ceilings painted finish
- Doors, architraves and skirtings painted finish
- Sliding aluminium patio doors
- Satin finish door handles
- Aluminium framed sliding
- Security screens (if fitted)
- Selected light fittings
- Carpet (to selected area)
- Floor tiles (to selected area)
- Ceiling fans (if fitted)
- TV points
- Easy access power points
- Multiple telephone points
- Multiple nurse call points
- Air conditioning to lounge and main bedroom
Kitchen

- Floor tiles
- Bench tops and cupboards
- Ceramic wall tiles
- Cook top
- Range hood
- Elevated wall oven
- Stainless steel double sink with chrome mixer tap
- Microwave recess
- Refrigerator recess

Laundry

- Stainless steel laundry tub
- Floor tiles
- Wall tiles to wet areas

Bathroom

- Floor tiles
- Ceramic wall tiles
- Shower rose and assistance rail
- Shower screen
- Exhaust fan
- Vanity mirror
- Double flush toilet suite
- Vanity basin
- Tapware, toilet roll holder and towel rails
PET POLICY GUIDELINES & AGREEMENT

Legislation
- Retirement Villages Act 1999
- Disability Discrimination Act 1992

Form
- Resident Handbook or Residence Contract

Responsibility
- Village Managers

Scope
- This policy applies to all St Vincent’s Care Services Carseldine Ltd Retirement Village Communal Areas.

Outcomes
- All Residents/pet owners to comply with all reasonable conditions imposed by the Scheme Operator concerning the keeping of any animal. The pet does not interfere with the reasonable peace, comfort and privacy of neighbours.

Policy
- The Pet Policy in the Retirement Village considers the above legislation and policy updates from time to time.

Approved by
- General Manager

Effective from
- 06/11/2013

Revision No. 6

Review Date: 30/03/2020

Preamble:

St Vincent’s Care Services Carseldine Ltd acknowledges pets play a very important role in some people’s lives and can contribute to the health and wellbeing of Residents. St Vincent’s Care Services Carseldine Ltd will consider all applications for pets to reside within their Retirement Villages, providing the following criteria are met.

The Retirement Village Manager or delegate will be responsible for final authorisation.

All requests must be in writing and include all requested documentation prior to consideration.

Objective:

Permission to keep a pet in a Retirement Village/Apartment will be subject to approval and is always conditional.

This Procedure is designed to:

- Establish guidelines for granting approval to keep pets in all Nominated St Vincent’s Care Services Carseldine Ltd Retirement Villages/Apartments.
- To ensure habits of pets do not effect good relations between Residents.
Responsibility and Authority

Approval may be given where the following criteria are met:

- Only applications for intending residents’ **EXISTING PET** prior to entry will be considered. (No Puppies).
- A pet must be house trained.
- Photograph of pet to be supplied at entry.
- The Pet does not interfere with the reasonable peace, comfort and privacy of neighbours.
- Only small well behaved pets will be considered. (Pets must be quiet and non-disruptive at all times).
- One dog only between 7 – 10 Kilograms in weight at one time, and older than 3 years of age.
- Pets should be carried or kept on leash in outdoor common areas.
- Indoor communal areas are to be regarded as "pet free" zone/s **with the exception of Animals Registered under the Guide, Hearing and Assistance Dog Act**.
- As responsible pet owners, residents will be responsible for the removal of their pet’s defecation and any mess/damage caused by their pets in outdoor communal areas and in residential units.
- **Double bagging** of defecation and kitty litter.
- **No defecation or kitty litter double bags to be put down Garbage Chutes in any multi-storey Apartments/Units. These must be placed directly in the bins on the ground floor levels.**
- All dogs / cats must be desexed and micro chipped and evidence provided prior to consideration.
- All pets must have complete immunization records. Copy to be attached to the Application. They must also supply evidence annually of all required vaccines.
- All dogs/cats must be registered (with current details) at the Local Council, and the residents must comply with Council Laws. Evidence of registration must be provided with application and if approval given, annually thereafter.
- Fish in one small aquarium. (Must be no larger than 50cm long x 30cm wide x 30cm deep).
- Up to 2 small birds in a portable cage. Type of bird/s and where their cage will be located will need to be discussed for each situation.
- **Once the existing pet is deceased, NO replacement PET will be considered.**
• Each animal will be assessed by Village Manager or delegate for temperament, suitability, behaviours or health. Where requested by management, external assessments of the Pet’s temperament / health must be provided at the resident/s cost.

• Pet owners are to ensure that any pet product/supplies are stored in such a manner so as not to attract vermin to the Village environment.

Where approval is provided the following must be adhered to:

• No pet to be left unattended in the Village during absence including hospitalization and social leave. **The only exception is to permit an animal to be unattended is while the resident goes shopping or on day excursion.**

• A Dog cannot be left in the unit alone for more than 2 hours.

• A barking prohibiting device must be used when the dog is left alone for more than the above specified time, or if the animal will bark more than local authorities permit in a 2 hour time frame.

• In the event that the pet becomes ill or dies, it is the resident/s responsibility to arrange for Veterinary assistance or removal of the pet. Onsite management cannot assist in this matter.

• The resident/s is responsible for all care of the pet at all times. In the event that the Resident/s can no longer care for the pet, suitable arrangements will need to be made. This information must be included on the Pet application form.

• In the unlikely event that there is no nominated Resident Representative for the purpose of removal of the Pet, the Scheme Operator (Village Manager) will have the pet collected by the relevant animal authority.

• The Cat/Dog must be contained within the boundary of the Apartment/Unit. Where animals are taken outside the boundary of the Apartment/Unit, they must be restrained. The Resident/s is responsible for picking up all excretions during outdoor exercise.

• Unit/Apartment and surrounding areas must be kept free from pet excretions.

• Any damage by animals to the Village will be the responsibility of the Residents and cost incurred.

• Other resident/s Health and Safety to be considered at all times.

• Additional Annual Pest Control treatment may be required (internal and external). Evidence to be provided on request. The cost is paid for by the owner/representative.

• Where management through necessity are required to assist in the removal of pets, all costs incurred will be met by the Resident/s.

• All pet behaviour will be monitored and problematic behaviour will be addressed pro-actively and in a timely manner.
• If problematic pet behaviour remains an issue, despite strategies in place to address such behaviour, the owner may be asked to find suitable alternative home for their pet within a set timeframe.

• The Scheme Operator’s decision is final on these matters.

• Resident/s must agree to adhere to the Village Policy on Pet’s and sign this agreement, prior to being accepted into the Village.

• Cats must remain indoors at all times for the protection of bird and wildlife and to inhibit potential noise overnight for surrounding residents.

• Owner to accept full responsibility and indemnify St Vincent’s Care Services Carseldine Ltd and the Scheme Operator for any claims by or injuries to third parties or their property caused by, or as a result of, actions of the animal.

• The intended pets must meet the delegated authority figure of the Village as a precursor to possible acceptance to the Village. Each and every application will be dealt with on a case by case basis.

• If the pet does not present in a Socially Acceptable manner, the interview will cease and approval will NOT be given.

• When the pet is no longer able to be cared for by its owner, the owner or his/hers nominated representative is required to remove and or relocate the said animal to alternative accommodation not at the village.

• When a resident is too ill or hospitalised from time to time, the owner or his/hers nominated representative is required to remove and or relocate the said animal to alternative accommodation not at the village. Or the pet can be “pet sat” by another resident approved by the Manager.

• St Vincent’s Care Services Carseldine Ltd does not have an “Adopt a Pet Policy”. However, an existing Village pet may be considered for Adoption if the new owner and the pet meet this policy’s criteria.

• Scheme Operator (Village Manager) or their Representative will consider each application on a case by case basis in relation to these Guidelines and Policy, and reserves the right to reverse any animal approval should the presence of the animal cause breaches to the Guidelines.

• Whilst ‘The Village’ seeks to support all ILU residents in the transition of settling into Village life, we acknowledge that this transition can be eased by maintaining the relationship you may have with your pet. However we are unable to allow the potential problematic behaviour of one resident’s pet compromise the Village enjoyment of other residents.

• If a pet is found to be in breach of these Guidelines, then the pet owner or their representative will be required remove the animal from the Village immediately.

• Formal notification of this will be in writing from the Village Manager.
- Non-compliance to this notification may be handed onto the Local Authorities where necessary.

**Records**
- Application to keep a pet.
- Pet Policy Conditions.

**Procedure**

1. Residents must complete an application for requesting permission to keep a pet at the Village.

2. This request will be reviewed by the Village Manager, who will then give his/her recommendations for approval or non-approval. Further investigation may be necessary to establish whether the animal will be suitable for the Village environment.

3. The Village Manager must provide the Resident with a copy of the Pet Policy Guidelines & Agreement Conditions and discuss all conditions of approval with the resident before and after the decision is made.

4. The decision made by the Retirement Village Manager will be final. If The Village Manager agrees the animal will not disrupt the lifestyle of other residents at the Village, and the approval conditions can obviously be met, approval may be granted.

5. Original application form will be filed on resident’s file at Central Office and a copy kept on the Resident’s file at the Village.

6. Resident/s must ensure that your pet is kept in accordance with the Pet Policy Guidelines & Agreement and The Local Council laws.

   If complaints are received that your pet is interfering with the reasonable peace, comfort and privacy of neighbours, we will investigate. If you are in breach of your residential agreement or local government laws, we may withdraw our approval to keep a pet.

7. Complaints can be made in person to the Village Manager, however all complaints will be required to be in writing.

8. On weekends the Manager will be notified by staff on site of a complaint.

9. The Village Manager will respond by following up with a course of action to rectify the situation immediately.

10. The Village manager will respond to a written complaint within 24 hours.

**Withdrawal at any time is at the discretion of the Village Manager.**
APPLICATION TO KEEP A PET

Retirement Village: ____________________________________________________________

Intending Resident's Name: ____________________________________________________

Unit/Apartment Number: _______________________________________________________

Name of Pet: _________________________________________________________________

Type of Pet: _________________________________________________________________

Weight of Pet: _______________________________________________________________

If Dog what breed: ____________________________________________________________

Approximate age of Pet: _______________________________________________________

If applicable has the pet been desexed?  □ Yes  □ No

If applicable has the pet been vaccinated?  □ Yes  □ No

Enclosed details of Dates of vaccinations?  □ Yes  □ No

Name, Address and phone number of Veterinary Surgeon who attends the pet:
__________________________________________________________________________

Phone: _________________________________________________________________

I agree that I will adhere to the attached conditions if my application is approved by the Retirement Village Manager.

Signed: ___________________________________________________________________

Date: ____________________________________________________________________

Nominated Representative: _________________________________________________

Signed: ___________________________________________________________________

Date: ____________________________________________________________________

Office Use only:

Application Approved:  □ Yes  □ No

Retirement Village Manager: _____________________________ Date: _______________
Attachment 5 – By-laws

Not applicable