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# **Residence Contract**

**St John the Baptist Retirement  
Community**

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

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

**Date: 31 March 2020**

SAMPLE

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# Residence Contract

**THIS CONTRACT** is made

**BETWEEN:**                    **ST VINCENT'S CARE SERVICES LTD** (ACN 055 210 378) of 25  
Montpelier Road, Bowen Hills, Brisbane ('the Scheme Operator')

**AND:**  
The person named in Item 1 of the Schedule ('the Resident')

## **Recitals**

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- A. The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane is the registered proprietor of the land described in item 2 of the Schedule ('the Land') and has granted the Scheme Operator a licence to occupy the retirement village constructed on the Land.
- B. The retirement village described in item 3 of the Schedule ('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 Unit') on the terms and conditions herein set out.

## **It is agreed**

### **1. Licence to reside**

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- 1.1. In consideration of these premises, the Scheme Operator hereby grants to the Resident a licence to reside in the Accommodation Unit ('the Licence').
- 1.2. The Licence entitles the Resident to exclusive occupation of the Accommodation Unit and a right in common with 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.

## **Residence Contract**

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- 1.4. The Accommodation Unit shall include the garage/carport (if any) specified in item 5 of the Schedule.

## **2. Term**

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- 2.1. The term of this Contract is 50 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**

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- 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. 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**

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- 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 Unit.

**5. General services charge**

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- 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 Operating Expenses.
- 5.3. For the purposes of this clause, '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. rates, taxes (excluding land tax, income tax and capital gains tax), charges, levies, duties, assessments, fees and impositions currently and in the future payable to any government, semi-government, statutory or other body (including the applicable council), including for the supply, reticulation and discharge of water (including excess water), sewerage, drainage and removal of waste, and amounts payable on account of fire protection services;
  - 5.3.2. insurance premiums, costs and charges (including any stamp duty) paid by the Scheme Operator in respect of risks which the Scheme Operator reasonably considers necessary, including insurance against fire and other usual risks for reinstatement or replacement value, public risk insurance, plate glass insurance and statutory workers' compensation insurance, and including any insurance excess paid by the Scheme Operator;
  - 5.3.3. the cost of services provided to residents of the Retirement Village (including, but not limited to, security services, a shop or other facility for supplying goods to residents, and a service or facility for the recreation or entertainment of residents) by the Scheme Operator or by any employee or independent contractor for and on behalf of the Scheme Operator;
  - 5.3.4. the cost of cleaning the exterior of all accommodation units and the interior and exterior of other buildings which comprise the Retirement Village, including any improvements available for use by residents;
  - 5.3.5. the cost of minor maintenance and repair of the Retirement Village, including improvements available for use by residents of the Retirement Village, except where the Scheme Operator is obliged to make payment from the Retirement Village's Maintenance Reserve Fund for such maintenance or repair;

- 5.3.6. the cost for the provision and maintenance of landscaping, gardens, lawns, outdoor plants and associated facilities, including, without limitation:
- (i) regular cleaning and clearing of pathways and driveways;
  - (ii) regular mowing of lawns and trimming of edges;
  - (iii) regular trimming of hedges;
  - (iv) regular watering (subject to water restrictions imposed by an authority), weeding, pruning and fertilising of communal gardens; and
  - (v) as required, removal, lopping and trimming of trees and/or branches, particularly in circumstances where a hazard may arise;
- 5.3.7. the cost of operating, maintaining, servicing and repairing the Services provided to the Retirement Village and the pipes, plant and equipment required for those Services including fees paid for service contracts and specialist contractors, and licence, registration, inspection and other fees paid by the Scheme Operator in respect of the Services; where 'Services' means all (or any) electricity, gas, water, sewerage, air conditioning, hydraulic, lift, emergency alarm system, security service, communications, data and all other services or systems provided in the Retirement Village and includes pipes, wires, cables, ducting and other means of providing those services;
- 5.3.8. the cost of safety and environmental audits of the Retirement Village and complying with the requirements relating to workplace health and safety, contamination and the environment;
- 5.3.9. the cost of detection, control and eradication of insects and pests (including white ants) in the common areas and the surrounds outside the Accommodation Unit;
- 5.3.10. accountancy and audit costs incurred in relation to the Operating Expenses;
- 5.3.11. the cost of management and administration of the Retirement Village including a reasonable share of any off-site or shared on-site management and administration costs, fees and remuneration paid to any manager of the Retirement Village and the salaries and wages paid to the employees of the Scheme Operator who are wholly or substantially performing any of those managerial or administrative functions, including superannuation, leave and other professional fees in any way incurred in connection with the operation of the Retirement Village;

- 5.3.12. other costs of employees of the Scheme Operator who are wholly or substantially involved in the operation of the Retirement Village, including wages, salaries, superannuation, leave, employee benefits, payroll tax and workers' compensation insurance premiums;
- 5.3.13. costs of contractors the Scheme Operator engages from time to time;
- 5.3.14. the costs incurred by the Scheme Operator in providing lighting, fuel and power to the Retirement Village, including to common areas;
- 5.3.15. the costs incurred by the Scheme Operator in maintaining and operating any motor vehicles (including buses) used to provide transport services for residents of the Retirement Village, including registration, CTP insurance, and petrol;
- 5.3.16. any costs incurred by the Scheme Operator in connection with the ownership, operation, management and administration of the Retirement Village and the Scheme, including the cost of complying with the requirements of all relevant legislation,  
  
but excluding:
  - 5.3.17. amounts payable directly by the Resident under this Contract or the Act or another resident of the Retirement Village under his or her residence contract or the Act;
  - 5.3.18. the direct costs of providing any Personal Services;
  - 5.3.19. costs for maintaining and repairing the Retirement Village's capital items that are payable out of the Maintenance Reserve Fund; and
  - 5.3.20. costs for capital items that are payable out of the Capital Replacement Fund.
- 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 monthly 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 the financial year (after considering any subsidy the Scheme Operator is prepared to

contribute for the financial year) and will fix the amount to be raised by way of contribution to cover that amount.

- 5.7. If the estimated Operating Expenses as budgeted for a financial year is greater or less than the 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 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 equally between all accommodation units in the Retirement Village.
- 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 Unit as follows:
  - 5.12.1. The Resident must continue to pay the General Services Charge (without deduction) after the Resident permanently vacates the Accommodation Unit until the first of the following events occur:
    - (i) a licence to reside in the Accommodation Unit 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 Unit is not sold within the period of 90 days after the Resident permanently vacates the Accommodation



Unit 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 Unit 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 Unit is sold; or
- (ii) a period of 9 months elapses after the Resident permanently vacates the Accommodation Unit.

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.

## **6. Personal Services Charge**

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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.

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- 6.3. 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.
- 6.5. 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:
- 6.5.1. if the Resident or the Scheme Operator gives a notice terminating this Contract under clause 10.1, 10.2 or 10.3 – when the relevant notice period expires; or
  - 6.5.2. if the notice period referred to in clause 6.5.1 is extended – 14 days after the end of the extended notice period; or
  - 6.5.3. if this Contract terminates because the Resident dies – 28 days after this Contract is terminated.
- 6.6. The Scheme Operator reserves the right to do any one or more of the following at any time:
- 6.6.1. vary, discontinue or introduce one or more Personal Services; or
  - 6.6.2. vary the Personal Services Charges and/or the method of calculating the Personal Services Charges for one or more Personal Services.
- 6.7. 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**

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- 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 by applying a ratio formula determined by dividing the accommodation unit's total floor space by the total floor space of all accommodation units in the Retirement Village and then applying an anticipated occupancy factor to the Retirement Village to determine the contribution for each accommodation unit. The area of bathrooms, laundries, patios and car spaces are excluded from these calculations. The Maintenance Reserve Fund Contribution will vary over time according to changes in repair and maintenance costs, projected requirements of the Maintenance Reserve Fund and 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. Covenants of the Resident**

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The Resident undertakes and agrees:

- 8.1. To use the Accommodation Unit for residential purposes only and to observe all relevant legislation in connection with such use.
- 8.2. Not to do any act or thing which may interfere with the reasonable peace, comfort or privacy of another resident of the Retirement Village.
- 8.3. 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).
- 8.4. Not to make any alterations or additions, whether structural or otherwise, to the Accommodation Unit or the fixtures and fittings therein without the prior written consent of the Scheme Operator.
- 8.5. Subject to the Act, to remove and make good any such alterations or additions, if the Scheme Operator so requires, at the termination of this Contract.
- 8.6. To maintain the interior of the Accommodation Unit, all fixtures and fittings therein, the immediate surrounds of the Accommodation Unit and all furniture, equipment and appliances in, on or attached to the Accommodation Unit belonging to the Scheme Operator 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).
- 8.7. To repair or replace any fixtures or fittings in the Accommodation Unit, or any furniture, equipment or appliances belonging to the Scheme Operator damaged by the Resident or any agent or invitee of the Resident.
- 8.8. To notify the Scheme Operator as soon as possible of any defect or damage to any cables, pipes or wires supplying services to the Accommodation Unit.
- 8.9. To keep the Accommodation Unit, 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.

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- 8.10. 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.
- 8.11. 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.
- 8.12. To permit the Scheme Operator or its agents or employees at all reasonable times to enter the Accommodation Unit to view the state of repair and condition or for any other purpose relating to this Contract.
- 8.13. To pay all charges separately levied or imposed on the Resident in respect of the Accommodation Unit.
- 8.14. 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 and to allow the Scheme Operator, its agents or employees or a person referred to in clause 10.3.3 at all reasonable times to enter the Accommodation Unit to assess the level of care required by the Resident.
- 8.15. To use the garage/carport (if any) only for the purpose of parking the Resident's motor vehicle or for storage of belongings.
- 8.16. In respect of visitors:
  - 8.16.1. to obtain the prior written consent of the Scheme Operator before allowing a visitor to stay overnight in the Accommodation Unit for more than 7 continuous days or for more than 21 days in any 3 month period (whether continuous or not). If the Resident breaches this clause 8.16.1, the Scheme Operator may require the visitor to leave the Retirement Village immediately;
  - 8.16.2. to supervise any of the Resident's visitors under the age of 16 years when using the Communal Facilities;
  - 8.16.3. to be responsible for the actions of the Resident's visitors as if they were the actions of the Resident.
- 8.17. To only use the Accommodation Unit in accordance with the terms outlined in this Contract.
- 8.18. 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 Unit, to:
  - 8.18.1. maintain the resident gardens, including by watering, weeding, pruning, fertilising and other requisites required to keep the resident gardens in good order and appearance;

- 8.18.2. not plant any vegetation that is noxious or invasive to a building or areas surrounding the resident gardens;
  - 8.18.3. acknowledge that, subject to clause 8.18.4, the Scheme Operator will not provide any services or assistance in managing the resident gardens; and
  - 8.18.4. 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.
- 8.19. 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).
- 8.20. 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).
- 8.21. When the Resident is away from the Accommodation Unit overnight or for longer periods:
- 8.21.1. to continue to pay all charges payable under this Contract; and
  - 8.21.2. to make arrangements for the Resident's letterbox to be cleared in the Resident's absence.
- 8.22. If required for the effective operation of the emergency call system (for example, if the wi-fi reception within the Accommodation Unit 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 Unit connected to the emergency call system.
- 8.23. To otherwise comply with all the obligations imposed on a resident by the Act.

## **9. Covenants of the Scheme Operator**

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The Scheme Operator undertakes and agrees:

- 9.1. To allow the Resident to peaceably hold and enjoy the Accommodation Unit without any interruption by the Scheme Operator or its agents or employees, subject to any provisions in this Contract.

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- 9.2. 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.
- 9.3. 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.
- 9.4. Upon request, to provide to the Resident, within the timeframes required by the Act:
- 9.4.1. 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
- 9.4.2. an audited annual financial statement, showing particulars about the Retirement Village's operation, as required by the Act.
- 9.5. To establish and keep a fund for replacing the Retirement Village's capital items in accordance with the Act.
- 9.6. To otherwise comply with all the obligations imposed on a Scheme Operator by the Act.

## **10. Termination of Contract**

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- 10.1. The Resident may terminate this Contract at any time by giving one (1) month's written notice to the Scheme Operator.
- 10.2. 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:
- 10.2.1. injured a person while the person is in the Retirement Village; or
- 10.2.2. seriously damaged the Accommodation Unit; or
- 10.2.3. seriously damaged property of another person in the Retirement Village.

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- 10.3. The Scheme Operator may terminate this Contract by giving not less than 2 months' written notice to the Resident where:
- 10.3.1. the Resident has committed a material breach of this Contract; or
  - 10.3.2. the Scheme Operator reasonably believes the Resident has abandoned the Resident's right to reside in the Retirement Village; or
  - 10.3.3. 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 Unit is now unsuitable for the Resident; or
  - 10.3.4. the Scheme Operator reasonably believes that the Accommodation Unit is no longer suitable for the Resident because the Resident requires a higher level of care.
- 10.4. A notice given pursuant to clause 10.2 or 10.3 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.
- 10.5. For the purposes of clause 10.3.1, 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 10.3.3.
- 10.6. This Contract terminates automatically on the death of the Resident.
- 10.7. 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 Unit as soon as this Contract is terminated.
- 10.8. If the Resident comprises two persons:
- 10.8.1. the Scheme Operator may terminate this Contract pursuant to either clause 10.2 or 10.3 notwithstanding that the circumstances therein apply to one only of those persons named as the Resident;
  - 10.8.2. this Contract terminates automatically on the death of the survivor.
- 10.9. Termination of this Contract by either party is without prejudice to any rights which may have accrued to either party prior to the termination.



**11. Reinstatement Work and Renovation Work**

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- 11.1. When ceasing occupation of the Accommodation Unit 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.
- 11.2. For the purpose of clause 11.1, 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.
- 11.3. After the Termination Date, the Scheme Operator may, at its discretion and at its cost, undertake any Renovation Work in respect of the Accommodation Unit.
- 11.4. 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 Unit is completed is:
- 11.4.1. the date that is 90 days after the Vacation Date; or
  - 11.4.2. if the Reinstatement Work or the Renovation Work is delayed due to one or more Delay Events, the date referred to in clause 11.4.1 extended by the period of the delay/s.
- 11.5. This clause 11 is subject to clauses 8.5, 8.6, 8.7, 8.9 and 8.18.
- 11.6. To avoid doubt, Reinstatement Work may include but is not limited to repainting, recarpeting, replacing fixtures, fittings, furniture or appliances, and repairing any damage to the Accommodation Unit (to the extent that such work is not required due to Fair Wear and Tear).

**12. Resale of Licence**

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- 12.1. The parties agree that the resale value of the Licence is equal to the Ingoing Contribution.
- 12.2. The Scheme Operator has an exclusive right for a period of 6 months after the Termination Date to find a person to accept a new licence to reside in the Accommodation Unit, in the manner the Scheme Operator considers appropriate, providing that the following conditions are satisfied:
- 12.2.1. subject to clause 12.4, the person satisfies the criteria in clause 12.3; and

## Residence Contract

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- 12.2.2. the Accommodation Unit would represent suitable accommodation for the person.
- 12.3. The age limits applicable to the Retirement Village are that each resident must be at least 65 years of age. If there is more than one resident of an accommodation unit, both residents must be at least 65 years of age. However, the Scheme Operator has a discretion to accept persons as residents of the Retirement Village where:
- 12.3.1. as at the date of their residence contract, there will be two residents of the accommodation unit;
- 12.3.2. one of those residents is less than 65 years of age and the other is at least 65 years of age; and
- 12.3.3. the Scheme Operator is satisfied that doing so will not detract from the conduct of the Retirement Village as a place where older members of the community reside.
- 12.4. The Scheme Operator reserves the right to amend the applicable age limits for the Retirement Village at any time.

## 13. Exit fee

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- 13.1. The exit fee for your accommodation unit is calculated on a daily basis as a percentage of the Ingoing Contribution as follows:

| Length of time from the date of this Contract until the day the Resident ceases to reside in the Accommodation Unit or, if a Relative of a Resident resides in the Accommodation Unit under section 70B(2), the sooner of the day the Relative vacates the Accommodation Unit or the day that is 3 months after the Resident's right to reside under this Contract is terminated. | Relevant percentage and exit fee formula  |
|---|---|
| 1 year or less  | 6%<br>$(IC \times 6\%) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})$ |

## Residence Contract

|  |   |
|--|---|
| More than 1 year, but not more than 2 years  | 12%<br>$(IC \times 6\%) + (((IC \times (12\% - 6\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$   |
| More than 2 years, but not more than 3 years | 16%<br>$(IC \times 12\%) + (((IC \times (16\% - 12\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$ |
| More than 3 years, but not more than 4 years | 20%<br>$(IC \times 16\%) + (((IC \times (20\% - 16\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$ |
| More than 4 years, but not more than 5 years | 24%<br>$(IC \times 20\%) + (((IC \times (24\% - 20\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$ |
| More than 5 years, but not more than 6 years | 28%<br>$(IC \times 24\%) + (((IC \times (28\% - 24\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$ |
| More than 6 years, but not more than 7 years | 30%<br>$(IC \times 28\%) + (((IC \times (30\% - 28\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$ |
| More than 7 years, but not more than 8 years | 32%<br>$(IC \times 30\%) + (((IC \times (32\% - 30\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$ |
| More than 8 years, but not more than 9 years | 34%<br>$(IC \times 32\%) + (((IC \times (34\% - 32\%)) \times (\text{amount of days in a partial year period} / \text{total number of days in termination year})))$ |
| More than 9 years                            | 34%<br>$(IC \times 34\%)$   |

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

- 13.2. 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 Unit). Any such variation will not affect the method of calculating the Resident's Exit Fee.

**14. Exit entitlement**

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- 14.1. In this clause 14 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.
- 14.2. Subject to clause 14.5, the Scheme Operator shall pay to the Resident an amount calculated in accordance with clause 14.3 ('the Exit Entitlement') when the earlier of the following occurs:
- 14.2.1. not later than 14 days after the day on which the sale of a right to reside in the Accommodation Unit, to a new resident or the scheme operator, is settled; or
  - 14.2.2. the date that is 9 months after the Resident terminates their right to reside in the Accommodation Unit upon vacant possession; or
  - 14.2.3. within 90 days of vacant possession of the Accommodation Unit where the resident has been admitted as a permanent resident into a Residential Aged Care Facility operated by St Vincent's Care Services Ltd, where there is no other person to legally reside in the Accommodation Unit; or
  - 14.2.4. some lesser specified period, in agreement with the Scheme Operator, after the Resident terminates their right to reside in the Accommodation Unit upon vacant possession.
- 14.3. The Exit Entitlement is equal to the Ingoing Contribution:
- Less: the Exit Fee
  - Less: the cost (if any) of the Reinstatement Work payable by the Resident
  - Less: any accrued or outstanding General Services Charges, Personal Services Charges and Maintenance Reserve Fund Contributions
  - Less: any legal fees incurred by the Scheme Operator in relation to the termination of this Contract
  - Less: any other amount payable by the Resident pursuant to this Contract or the Act.

## **Residence Contract**

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- 14.4. 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 Unit). Any such variation will not affect the method of calculating the Resident's Exit Entitlement.
- 14.5. Despite clause 14.2, 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:
- 14.5.1. a Grant of Probate of the Resident's Will; or
- 14.5.2. a Grant of Letters of Administration of the Resident's estate.
- 14.6. To avoid doubt, the Resident is not entitled to share in any Capital Gain and is not liable for any Capital Loss.

## **15. Risk**

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- 15.1. The Resident occupies the Accommodation Unit at the Resident's risk.
- 15.2. Without limiting clause 15.1, 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 Unit overnight or for longer periods.

## **16. Indemnity**

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- 16.1. 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.

## **17. Damage to or destruction of the Accommodation Unit**

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- 17.1. If the Accommodation Unit 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 Unit as nearly as possible to its condition immediately before the damage or destruction.
- 17.2. As from the date the destruction or damage in clause 17.1 occurs, the General Services Charge and Maintenance Reserve Fund Contribution, or a proportion of them according to

## **Residence Contract**

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the nature and extent of the damage, abates until the Accommodation Unit has been restored or made fit for use and occupation.

- 17.3. If the Accommodation Unit is destroyed or damaged so as to render the Accommodation Unit wholly unfit for use and occupation then either party may terminate this Contract by giving 1 month's notice in writing to the other but without prejudice to any rights which may have accrued to either party prior to the termination.
- 17.4. If this Contract is terminated pursuant to clause 17.3, the Exit Entitlement is not payable by the Scheme Operator until the proceeds of any applicable insurance have been received.

## **18. Acknowledgements**

---

- 18.1. The Resident acknowledges that immediately before signing this Contract the Resident inspected the Accommodation Unit and is satisfied with the condition, appearance and state of repair of the Accommodation Unit.
- 18.2. The Resident acknowledges that the Scheme Operator gave to the Resident a VCD for the Retirement Village, a PCD relating to the Accommodation Unit, this Contract and any existing by-laws for the Retirement Village:
- 18.2.1. at least 21 days before the Resident entered into this Contract; or
- 18.2.2. if the Resident waived this 21 day requirement in accordance with the Act, before entering into this Contract.
- 18.3. 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.
- 18.4. The Resident acknowledges that this Contract does not create a lease or tenancy in favour of the Resident.
- 18.5. 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):
- 18.5.1. 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 Unit;

## **Residence Contract**

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

18.5.3. 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.

18.6. The Resident acknowledges that the Scheme Operator does not provide any moveable furniture in the Accommodation Unit.

18.7. 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 Unit during the term of the Licence) under agreements or arrangements whether governed by the Act or not, including residential tenancies.

18.8. 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:

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

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

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

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

## **19. Costs**

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19.1. 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 Unit 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 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.

## **Residence Contract**

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19.2. The Resident shall pay:

19.2.1. any stamp duty assessed on this Contract; and

19.2.2. the costs of preparing any survey plan of the Accommodation Unit to be annexed to this Contract.

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

## **20. Sale of Retirement Village**

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20.1. 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.

20.2. 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.

## **21. Interest**

---

21.1. The Resident shall pay interest to the Scheme Operator in respect of any payment to be made pursuant to this Contract which is overdue for more than 7 days.

21.2. The rate of interest shall be 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) and shall be calculated from the date when the payment became due to the date of payment. In the event that the Maximum Permissible Interest Rate is no longer published by the Commonwealth, the rate of interest 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 and shall be calculated from the date when the payment became due to the date of payment.

21.3. 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*.

## **22. Notices**

---

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

22.2. Notice to the Resident may be delivered to the Resident personally, left at the Accommodation Unit, or posted to the Accommodation Unit.



## **Residence Contract**

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

### **23. GST**

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- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. The Resident must pay the additional amount payable under clause 23.3 at the same time as the GST exclusive consideration is payable or to be provided.
- 23.5. 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.

### **24. Dispute resolution**

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- 24.1. Subject to clause 24.2, a party to a Retirement Village Dispute may refer the dispute to a mediation process.
- 24.2. A party to a Retirement Village Dispute may refer the dispute to a mediation process only if:
- 24.2.1. 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;
  - 24.2.2. the second party has given the first party a written response to the notice within 7 days after receiving the notice; and

## **Residence Contract**

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- 24.2.3. 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.
- 24.3. 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.
- 24.4. Mediation of a Retirement Village Dispute must be referred and conducted in accordance with Part 9 of the Act.

## **25. Special conditions**

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- 25.1. This Contract is subject to the special conditions (if any) set out in item 12 of the Schedule.

## **26. Condition Reports**

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- 26.1. On or before the date of this Contract, or as soon as practicable thereafter, the Scheme Operator will inspect the Accommodation Unit 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.
- 26.2. The Resident is not entitled to start occupying the Accommodation Unit unless:
- 26.2.1. the Resident is present at the inspection referred to in clause 26.1;
- 26.2.2. another person who acts for the Resident is present at the inspection referred to in clause 26.1; or
- 26.2.3. the Resident has notified the Scheme Operator in writing that the Resident consents to the inspection referred to in clause 26.1 and the Scheme Operator's completion of the Entry Condition Report being carried out in the Resident's absence.
- 26.3. Any delay to the day the Resident is entitled to start occupying the Accommodation Unit because the Resident has not complied with clause 26.2 does not affect:
- 26.3.1. the determination of the date of this Contract, or the commencement of the term of this Contract or the Licence; or
- 26.3.2. the Resident's obligations under this Contract including, without limitation, to make payments.

## **Residence Contract**

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- 26.4. 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 Unit (whichever is the later), the Resident must:
- 26.4.1. check whether the Resident agrees with all information in the Entry Condition Report;
  - 26.4.2. if the Resident disagrees 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
  - 26.4.3. sign the Entry Condition Report and return the signed copy to the Scheme Operator.
- 26.5. Within 7 days of receiving an Exit Condition Report from the Scheme Operator, the Resident must:
- 26.5.1. check whether the Resident agrees with all information in the Exit Condition Report;
  - 26.5.2. 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
  - 26.5.3. sign the Exit Condition Report and return the signed copy to the Scheme Operator.

## **27. Governing law**

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- 27.1. 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.

## **28. Interpretation**

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- 28.1. Words importing the singular number shall include the plural number and vice versa.
- 28.2. A party includes the party's successors, agents, executors and administrators.
- 28.3. If a party consists of more than one person, those persons are jointly and severally bound by the obligations imposed herein on that party.
- 28.4. 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.

**29. Dictionary**

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**'the Accommodation Unit'** 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 9.5.

**'Communal Facilities'** means the buildings, surrounding facilities and other areas that the Scheme Operator owns and 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) landscaped gardens;
- b) availability of a community bus on a one day per week basis to access local shopping centres;
- c) an emergency call system in all accommodation units;
- d) a fully furnished community room;
- e) Church adjacent to Village;
- f) Hairdressing; and
- g) outdoor barbeque area.

**'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.

**'Delay Event'** means:

- a) damage to the Accommodation Unit, 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 Unit and required under section 76 of the Act.

**'Exit Condition Report'** means a report describing the condition of the Accommodation Unit and required under section 77 of the Act.

**'the Exit Entitlement'** has the meaning given in clause 14.3.

**'the Exit Fee'** shall be calculated pursuant to clause 13.1.

**'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.

**'the Operating Expenses'** has the meaning given in clause 5.3.

**'PCD'** means the Prospective Costs Document relating to the Resident's right to reside in the Accommodation Unit, 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 Unit to the same condition it was in when the Resident started occupation of it, apart from:

- a) Fair Wear and Tear; and

## Residence Contract

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- b) Reinstatement works and other changes to the condition of the Accommodation Unit carried out with the Scheme Operator's agreement.

'**Relative**' of a Resident means the Resident's spouse, mother, step-mother, father, step-father, sister, step-sister, half-sister, brother, step-brother, half-brother, child or step-child.

'**Renovation Work**' means replacements or repairs other than Reinstatement Work.

'**Resale Amount**' means the ingoing contribution payable by the next resident of the Accommodation Unit under their residence contract, or the resale value of the Licence, determined in accordance with the Act.

'**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 Ltd.

'**Site Layout Plan**' means the plan contained in Attachment 1.

'**Termination Date**' means:

- a) the date the Resident's right to reside under this Contract in the Accommodation Unit is terminated; or
- b) if a Relative of the Resident has a right to reside in the Accommodation Unit 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 Unit.

'**Tribunal**' means the tribunal established under the *Queensland Civil and Administrative Tribunal Act 2009*.

'**the Trustee**' has the meaning given in clause 3.2.

'**Unit Layout Plan**' means the plan contained in Attachment 2.

'**Vacation Date**' of the Accommodation Unit 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 Unit ends; or
- b) otherwise – the date the Resident vacates the Accommodation Unit.

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

**Schedule**

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**Item 1:** ('the Resident')

Full name:

**Item 2:** ('the Land') - Recitals clause A

RPD: Lot 1 on Survey Plan 186467, Title Reference 50612950.

Address: 133 South Pine Road, Enoggera in the State of Queensland

**Item 3:** ('the Retirement Village') - Recitals clause B

Name: **St John the Baptist Retirement Community**

**Item 4:** ('the Accommodation Unit') - Recitals clause D

**Unit number:**

as shown generally on the Site Layout Plan.

Details of the layout of the Accommodation Unit as at the date of this Contract are shown generally in the Unit Layout Plan.

Details of the fixtures, fittings and finishes the Scheme Operator provides in or with the Accommodation Unit 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 Unit may be the mirror image of the Unit Layout Plan. The Scheme Operator recommends that the Resident inspect the Accommodation Unit before entering into this Contract.

**Item 5:** Garage/carport (if any) - clause 1.4

- Units with a carport – 3,4,8,9,14,16,18,20,22,24,26,28
- Units with garages – 1,2,5,7,10,11,12,13,
- Units without a carport – 6,15,17,19,21,23,25,27,29

**Item 6:** ('the Ingoing Contribution') - clause 3.1

\$

**Item 7:** ('the Trustee') - clause 3.2

Mullins Lawyers

Level 21, Riverside Centre, 123 Eagle Street Brisbane Qld 4000.

GPO Box 2026 Brisbane Qld 4001

## Residence Contract

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**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 6.7:

| Personal Services selected | Personal Services Charges |
|----------------------------|---------------------------|
|                            | \$                        |
|                            | \$                        |

**Item 11:** Administration Fee – clause 19.1  
\$605, including GST

**Item 12:** Special Conditions - clause 25

- 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 Ltd**



**Signing Page**

---

**The parties have executed this Contract as follows:**

**SIGNED** for and on behalf of **ST VINCENT'S  
CARE SERVICES LTD** (ACN 055 210 378)  
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

**Enoggera**  
St John The Baptist



NOTE: All information shown on drawings is indicative. Refer to unit layout for specific unit details.

## Attachment 2 – Unit Layout Plan

[Insert applicable]

# Apartment Floor Plans

### Type A. Apartment

UNIT 1    UNIT 5    UNIT 7  
UNIT 10    UNIT 12

MIRROR IMAGE UNITS

UNIT 2    UNIT 6\*    UNIT 9\*

UNIT 11    UNIT 13

\* DENOTES UNITS WITHOUT GARAGE

\* UNIT 9 INCLUDES A CARPORT

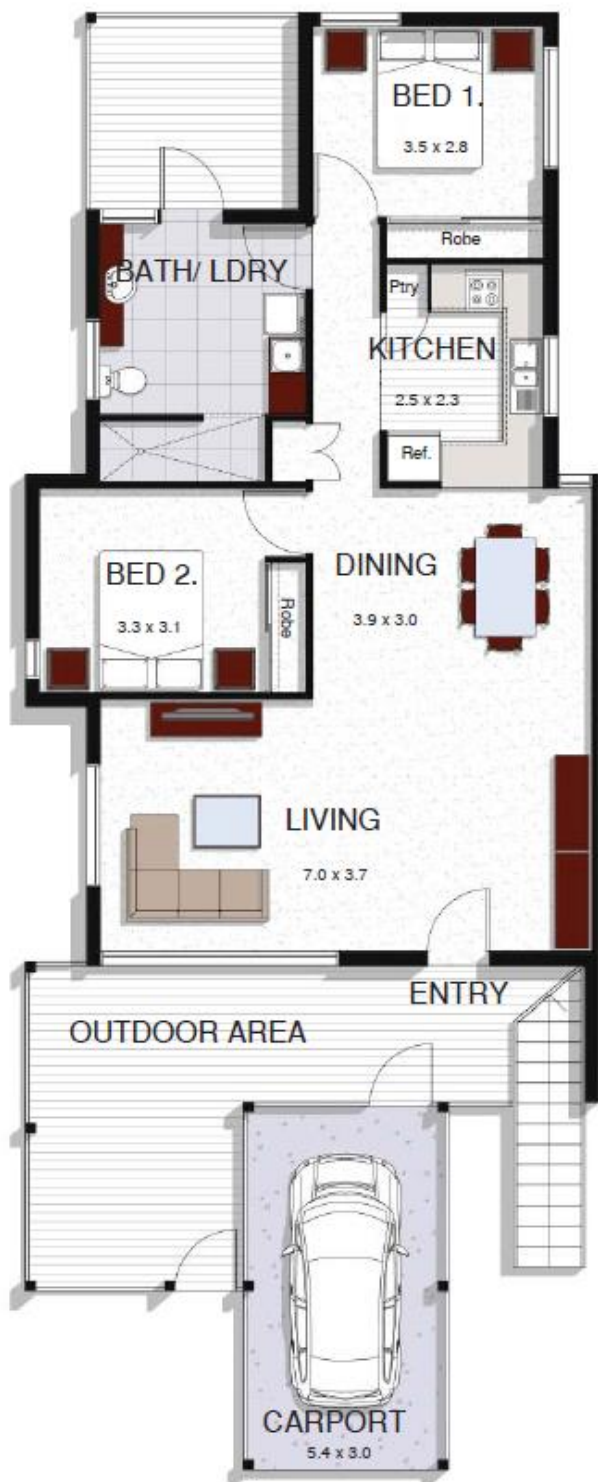
|   |   |   |
|---|---|---|
|  |  |  |
| 2   | 1   | 1   |

|              |             |
|--------------|-------------|
| LIVING       | 52.42 sq. m |
| GARAGE       | 19.50 sq.m  |
| OUTDOOR AREA | 7.5 sq. m   |



NB: This plan is for marketing purposes only and whilst it is generally typical of the unit layout, some minor variations may apply. Furniture and appliances are not included.

# Apartment Floor Plans



## Type B. Apartment

UNIT 14    UNIT 15\*    UNIT 22  
UNIT 23\*

MIRROR IMAGE UNITS  
UNIT 20    UNIT 21\*

\* DENOTES UPPER UNITS WITHOUT  
CARPORT



|              |             |
|--------------|-------------|
| LIVING       | 63.38 sq. m |
| CARPORT      | 16.2 sq. m  |
| OUTDOOR AREA | 6.87 sq. m  |

NB: This plan is for marketing purposes only and whilst it is generally typical of the unit layout, some minor variations may apply. Furniture and appliances are not included.

# Apartment Floor Plans

## Type C. Apartment

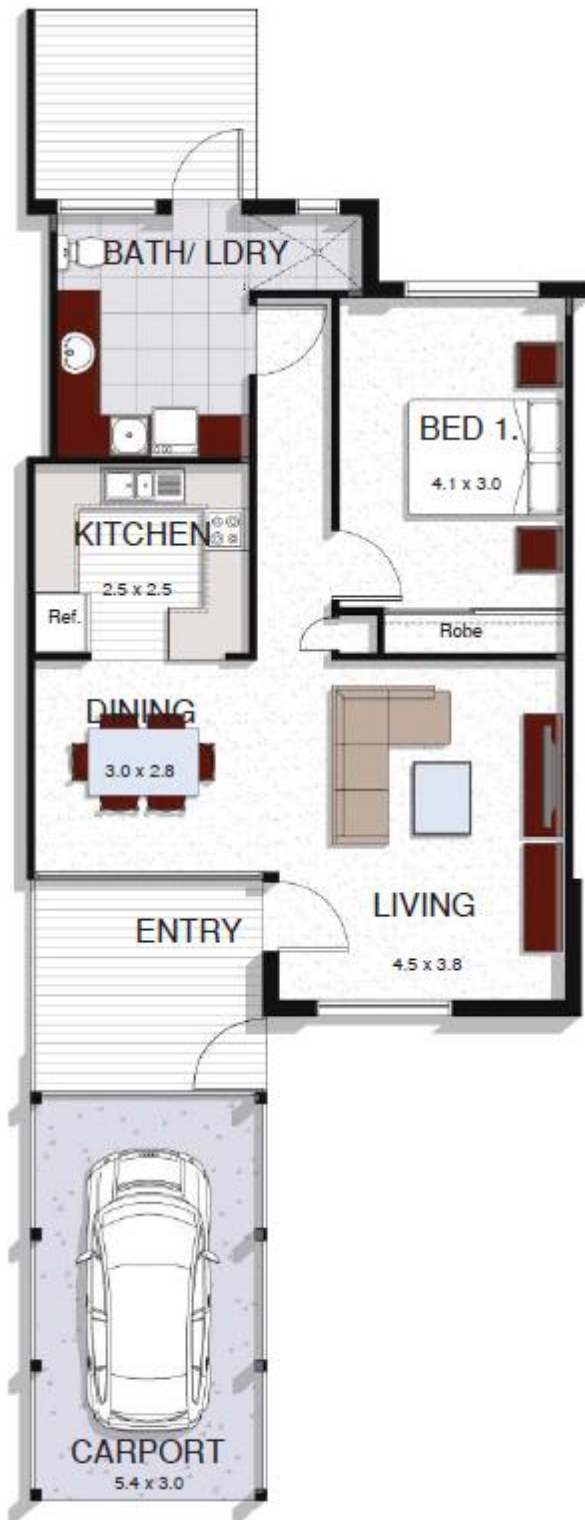
UNIT 8    UNIT 16    UNIT 17\*  
 UNIT 24    UNIT 25\*

MIRROR IMAGE UNITS  
 UNIT 18    UNIT 19\*    UNIT 26\*  
 UNIT 27\*

\* DENOTES UPPER UNITS WITHOUT CARPORT

|   |   |   |
|---|---|---|
|  |  |  |
| 1   | 1   | 1   |

|         |             |
|---------|-------------|
| LIVING  | 44.05 sq. m |
| CARPORT | 16.2 sq. m  |
| BALCONY | 5.0 sq. m   |



NB: This plan is for marketing purposes only and whilst it is generally typical of the unit layout, some minor variations may apply. Furniture and appliances are not included.

# Apartment Floor Plans



## Type D. Apartment

UNIT 4

MIRROR IMAGE UNITS

UNIT 3



1



1



1

|         |             |
|---------|-------------|
| LIVING  | 42.34 sq. m |
| CARPORT | 15.6 sq. m  |
| PATIO   | 9.0 sq. m   |

NB: This plan is for marketing purposes only and whilst it is generally typical of the unit layout, some minor variations may apply. Furniture and appliances are not included.

# Apartment Floor Plans



## Type E. Apartment

UNIT 28    UNIT 29\*

\* DENOTES UPPER UNIT WITHOUT CARPORT



1



1



1

LIVING  
CARPORT

52.60 sq. m  
16.2 sq. m

NB: This plan is for marketing purposes only and whilst it is generally typical of the unit layout, some minor variations may apply.  
Furniture and appliances are not included.

## Attachment 3 – Schedule of Finishes

### Building Externally

- Face brickwork walls
- Concrete tiled roof
- Aluminium windows and sliding doors
- Insect screens to all windows
- Brick paving
- Timber feature trusses, fascias, posts, lattice and batten screens.

### Internal Finishes Generally

- Painted walls and ceilings
- Carpet to living room, Dining Room, Bedrooms and hallway floors
- Vinyl to kitchen floor
- Tiled floor to bathroom and laundries
- Granite/Tiled/Glass splashbacks to kitchens and vanity benches
- Tiled walls and floor to shower recess

### Bathroom and Laundry

- WC with dual flush cistern
- Granite/Laminate vanity bench top, with cupboard, single basin with hot and cold tap combination
- Wall mounted mirror
- Heat/fan/ light
- Glass shower screen
- Grab rails to shower and WC
- Hand held shower fitting with hot and cold tap combination
- Single bowl stainless steel tub
- Recess for washing machine ( not supplied)
- Location for wall mounted clothes dryer ( not supplied)

### Kitchen

- Electric wall oven and cook top
- Range hood over cook top
- Fully laminated cupboards with granite bench tops
- 1 1/2 bowl stainless steel sink
- Recesses for refrigerator, and microwave (not supplied)

### Main Bedroom

- Built in wardrobe
- Air conditioner

### Emergency call system

- Each unit has a 24-hour emergency call facility with pendant call buttons available.

### Outdoor Areas

- Paved courts to units 1 to 14 inclusive 16,18,20,22,24,26,28
- Balconies to units 15,17,19,21,23,25,27,29
- Outdoor folding drying rack to all units
- Outdoor lighting

### Garages/Carports

- Lock up garages to units 1,2,5,7,10,11,12,13
- Carports to units 3,4,8,9 and eight (8) carports to block D & E



**Other**

- Energy efficient lighting provided to all rooms
- TV outlets to lounge room and bedroom 1
- Split system air conditioning
- Community Centre
- Caretaker's unit attached to Community Centre
- Visitor's parking
- Community lighting
- Landscaped gardening
- Paved roads and paths

## Attachment 4 – Pet Policy

### PET POLICY GUIDELINES & AGREEMENT

|                |   |
|----------------|---|
| Legislation    | Retirement Villages Act 1999<br>The Guide, Hearing and Assistance Dogs Act 2009<br>Disability Discrimination Act 1992   |
| Form           | Resident Handbook or Residence Contract   |
| Responsibility | Village Managers  |
| Scope          | This policy applies to all St Vincent's Care Services 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  |

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#### **Preamble:**

St Vincent's Care Services 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 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 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 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 an 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 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: \_\_\_\_\_

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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