

## MODEL CONTRACT TEMPLATE

This document has been developed by Russell Kennedy Lawyers for the Retirement Living Council. This document is for a loan/lease retirement village scheme.

This document in its current form cannot be adopted in each State as it will require adaptation to each State specific retirement village law. Some terms adopt a particular State law; some terms adopt a higher standard than is required under the current State law, and some terms are included so as to set out in a transparent manner the agreement between the operator and the resident (even though the matter may not be addressed in State laws).

This document may be read in conjunction with the National Guide to Best Practice for Retirement Living Contracts. The Guide has been developed by the Retirement Living Council together with Russell Kennedy Lawyers and a project committee comprising lawyers, village sales staff, operational staff and others. The Guide sets out best practice contract concepts for retirement village operators which are reflected in this document.

### Key

Words *in italics are guidance notes to direct You as to how to complete the clause*

**OPTION:** means that this clause is optional and You may choose to delete the clause. Where the options are numbered **OPTION 1** or **OPTION 2** this means that you should choose one of these options.

**Note:** is a guidance note to direct you how to complete the Summary and Reference Schedule.

# Residence Contract

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[Insert Unit details]

## Parties

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[Insert Parties]

*[Insert any cooling off notice required]*

# Introduction

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We are the Owner and/or the Manager of the Village.

This Residence Contract grants You the right to live in your Unit and to enjoy certain facilities and services during your time at the Village.

It also sets out various terms and conditions that will apply when You move into the Village, while You live in the Village and after You have left the Village.

In particular, this Residence Contract sets out our agreement as to:

- Our obligations, including the terms and conditions under which We agree We will manage the Village and provide services to You as a resident of the Village; and
- Your obligations, including the financial obligations that You agree to comply with and your obligations as a resident when You move into the Village, while You live in the Village and after You have left the Village.

Before You sign this Residence Contract, You should make sure that You understand the agreement You are entering into.

***We recommend that You seek independent legal advice, financial advice and any other advice you may consider helpful.***

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# Summary of Key Terms

Description	Brief Overview	Quick Reference Guide
<b>PART 1 - MOVING INTO THE VILLAGE</b>		
<b>Legal and Financial Advice</b>	Before You become a resident of the Village, We recommend that You obtain legal, financial and any other advice You think is necessary to assist You to make an informed decision about the disclosure documents, this Contract and moving into the Village.	Introduction and clause 2
<b>Your right to reside in the Village</b>	Under this Contract We grant You a long term lease of your Unit.	Item 7 of Reference Schedule and clause 3
<b>Fees payable on entry to the Village</b>	You must pay certain fees and charges to become a resident of the Village. These fees are the Ingoing Contribution, [OPTION – Pre-paid Rent, Other Entry Payment, Recurrent Fees in advance].	Item 3, Item 4 and Item 8 of Reference Schedule and clauses 4 and 6
<b>PART 2 - LIVING IN THE VILLAGE</b>		
<b>Services We provide</b>	During your occupancy at the Village, We will provide Services to You and other residents of the Village. These Services are funded by the Recurrent Charge You and other residents of the Village pay.	Clause 5.1.1 and Schedule One
<b>Optional Services You may choose to receive</b>	In addition to the Services We provide, You may choose to receive additional services. These services are optional and are provided on a user pays basis. For example, visiting allied health professionals; hairdresser etc.	Clause 5.1.2 and Schedule One

<p><b>Ongoing fees and charges payable by You after You become a resident</b></p>	<p>You must pay ongoing fees and charges after You move into the Village. These fees and charges are the Recurrent Charge, [OPTION - rates and taxes assessed on your Unit, fees for optional services, utilities for your Unit].</p>	<p>Item 8 of Reference Schedule and clause 6</p>
<p><b>Your rights and obligations in relation to occupying your Unit and living in the Village</b></p>	<p>As a resident of the Village, You have certain rights and obligations in relation to occupying your Unit and living in the Village.</p> <p><i>Note: if there are absolute restrictions (for example, the Village is a no pet Village or the resident is not permitted to have guests) this should be stated here</i></p>	<p>Clauses 7, 8 and 10.2</p>
<p><b>Your maintenance and repair obligations</b></p>	<p>While You occupy your Unit, You must maintain and repair your Unit as set out in this Contract.</p>	<p>Clause 9</p>
<p><b>Our rights and obligations</b></p>	<p>Like You, We have rights and obligations in relation to your occupancy of a Unit in the Village. For example, We have an obligation to insure the buildings within the Village and the right to access your Unit in certain situations.</p>	<p>Clauses 10.1 and 12</p>
<p><b>PART 3 - LEAVING THE VILLAGE</b></p>		
<p><b>Termination of your right to occupy your Unit</b></p>	<p>Subject to the Act, this Contract terminates and your right to occupy your Unit ends if You breach this Contract or a Village Rule, You die, your care needs change to those that are not available at the Village or We require You to relocate to another unit in the Village.</p>	<p>Clauses 14, 15 [OPTION and 20]</p>
<p><b>Your ongoing obligation to pay fees and charges after You permanently vacate your Unit</b></p>	<p>You are responsible for paying certain fees or charges for a period after You permanently vacate your Unit.</p>	<p>Clause 6.4</p>

<b>Works to your Unit after you permanently vacate your Unit</b>	You must leave your Unit in a good condition after You permanently vacate your Unit. You are responsible for the cost of certain works required to be done to your Unit.	Clause 16
<b>Finding a new resident for your Unit after You leave</b>	After You permanently vacate your Unit and leave the Village We will (subject to the Act) seek a new resident for your Unit.	Clause 17
<b>Exit Payments</b>	After You permanently vacate your Unit, You must pay certain fees and charges and We must pay You your Exit Entitlement within the timeframe specified in this Contract.	Item 12 of Reference Schedule and Clause 18
<b>PART 4 – OTHER IMPORTANT TERMS</b>		
<b>[OPTION - Redevelopment and Relocation]</b>	<b>[OPTION -</b> We guarantee your security of tenure at the Village. We will ensure that your right to reside in your choice of Unit is protected. However, We may at times need to carry out work to upgrade the Village amenities and Village units for the benefit of all residents. In that case We may require You to relocate to an alternative unit in the Village if We choose to refurbish or redevelop the Village.]	<b>[OPTION - Clause 20]</b>
<b>Dispute Resolution</b>	In the event of a dispute You agree to comply with the applicable Dispute Resolution Procedures under the Act.	Clause 23

# Reference Schedule

<b>Date of Contract:</b>		
<b>Parties (name and address):</b>		
Owner:		
Manager:		
Resident:		
<b>ITEM NO:</b>		
<b>Item 1</b>	Village Name and Address:	
<b>Item 2</b>	Address of Unit:	
<b>Item 3</b>	Ingoing Contribution:	
<b>Item 4</b>	Pre-paid Rent (if applicable)/ [OPTION - Other Entry Payment (if applicable)]:	<i>[Note: if Pre-paid Rent or Other Entry Payments are not payable, insert the words "Not applicable"]</i>
<b>Item 5</b>	Occupation Date:	
<b>Item 6</b>	Commencement Date:	
<b>Item 7</b>	Term of Contract:	
<b>Item 8</b>	Recurrent Charge (as at #):	
<b>Item 9</b>	Method of Variation of Recurrent Charge:	<i>[Note: insert method of variation subject to relevant state legislation]</i>
<b>Item 10</b>	Liability for payment of Recurrent Charge after termination:	<i>[Note: insert liability period subject to relevant state legislation]</i>
<b>Item 11</b>	Liability for payment of Optional Services after termination:	<i>[Note: insert liability period subject to relevant state legislation]</i>
<b>Item 12</b>	Exit Fee:	

<b>Item 13</b>	Amount of Contents Insurance included (if applicable):	<i>[Note: if no contents insurance, insert the words "Not applicable"]</i>
<b>Item 14</b>	Capital Improvement Fund/Major Maintenance Fund/Reserve Fund Contribution:	<i>[Note: if the Village does not have a Fund, insert the words "Not applicable"]</i>
<b>Item 15</b>	Your Capital Gain Share:  Your Capital Loss Share:	
<b>Item 16</b>	Timing of payment of your Exit Entitlement after termination:	
<b>Item 17</b>	Special Conditions:	<i>[Note: insert special conditions here if not many special conditions; otherwise attach as separate schedule and refer to that schedule in this section]</i>

# Terms used in this Contract

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## 1 Definitions

In this Contract:

- 1.1 "ACAT Delegate" means a person known as an Aged Care Assessment Team Delegate, being a person authorised by the Secretary to exercise the Secretary's power under Part 2.3 of the *Aged Care Act 1997* (Cth) to approve a person as eligible to receive aged care.
- 1.2 "Act" means the *[insert the relevant Retirement Villages Act]*.
- 1.3 **[OPTION]** – *insert if administration fee charged in clause 18.4.3: "Administration Fee"* means a fee, being:
- 1.3.1 *[insert amount]*% of the New Ingoing Contribution, for services which We render during and up to the granting of a new occupancy of your Unit including opening your Unit from time to time for inspection by prospective new Residents, liaising and coordinating with the cleaners and other workmen in cleaning and carrying out necessary refurbishment or repair works to your Unit, interviewing and meeting with prospective new residents of your Unit to ensure their suitability to retirement village life; and
- 1.3.2 *[insert amount]*% of the New Ingoing Contribution for promoting and advertising your Unit;
- unless You have the right under any statute, law or regulation to require an estate agent to be appointed and You exercise that right, in which case the Administration Fee is the amount set out in clause 1.3.1.
- 1.4 "Authority" means the tribunal within the Jurisdiction with legislative authority under the Act (if applicable) or if there is no such tribunal, an independent third party to be appointed by the parties by mutual agreement.
- 1.5 "Business Day" means a day other than a Saturday, Sunday or public holiday in *[insert relevant capital city]*.
- 1.6 "Capital Gain" means the amount (if any) by which the New Ingoing Contribution exceeds the Ingoing Contribution.
- 1.7 "Capital Gain Share" means your share of the Capital Gain (if any), being the amount set out in Item 15 of the Reference Schedule.
- 1.8 "Capital Improvement Fund/Major Maintenance Fund/Reserve Fund" means the fund described in clause 11.
- 1.9 "Capital Loss" means the amount (if any) by which the Ingoing Contribution exceeds the New Ingoing Contribution.
- 1.10 "Capital Loss Share" means your share of the Capital Loss (if any), being the amount set out in Item 15 of the Reference Schedule.
- 1.11 "Commencement Date" means the date this Contract commences, being the date set out in Item 6 of the Reference Schedule.

- 1.12 **"Common Areas and Facilities"** means those areas and facilities that We make available for the common use of residents of the Village from time to time, including pathways, roads, garden areas, any community centre and any recreational facilities.
- 1.13 **"Contract"** means this contract including any schedules or annexures to this contract.
- 1.14 **"Dispute Resolution Procedures"** means the procedures required under the Act to be undertaken to resolve a dispute that arises at the Village between a resident and management or between a resident and another resident.
- 1.15 **"Eligible Resident"** means a person who is capable of living independently who We reasonably believe is a suitable person to occupy your Unit after your Contract has ended and who is permitted under the Act to occupy premises in a retirement village.
- 1.16 **"Exit Entitlement"** means any amount to be paid to You on the Exit Entitlement Date and which is calculated in accordance with clause 18.
- 1.17 **"Exit Entitlement Date"** means the date set out in clause 18.1.
- 1.18 **"Exit Fee"** means the fee payable by You as required under clause 18, being the amount set out in Item 12 of the Reference Schedule.
- 1.19 **"Fair Market Value of the Unit"** means the fair market value of the Unit at the Termination Date, as agreed between the parties (having regard to the sale prices of Similar Units in the Village) and failing agreement, as determined by a Valuer whose decision as to the Fair Market Value shall be final and binding. The costs of the Valuer shall be shared equally between the parties. It is agreed that in determining the Fair Market Value there must be taken into account the fact that any new resident must enter into a contract on the same or similar terms to this Contract. If the Unit has not been sold to a new resident within 6 months of the date of the Valuer's determination of the Fair Market Value, then the parties must meet and endeavour to agree, acting in good faith, on the Fair Market Value of the Unit, and failing agreement the parties must jointly appoint the Valuer to undertake an updated valuation of the Fair Market Value of the Unit.
- 1.20 **"GST"** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- 1.21 **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended.
- 1.22 **"Ingoing Contribution"** means the amount specified in Item 3 of the Reference Schedule, being the amount which You advance to Us under clause 4.1.
- 1.23 **"Jurisdiction"** means the State or Territory in which the Village is located.
- 1.24 **"Manager"** means the party referred to as the "Manager" in the Reference Schedule.
- 1.25 **"New Ingoing Contribution"** means the ingoing contribution [**OPTION** – *insert if applicable: excluding any Other Entry Payment*] paid by the New Resident.
- 1.26 **"New Resident"** means a person who is an Eligible Resident and enters into a new residence contract with respect to your Unit.
- 1.27 **"Operating Charges"** means the operating costs and charges of the Village. This includes but is not limited to:

- 1.27.1 the costs and charges for procuring or providing the Services, including the salaries and wages of any staff, and all other reasonable items and expenses paid or incurred by the Owner or the Manager in the provision of the Services;
- 1.27.2 all rates, taxes, charges, fees and other similar outgoings which are at any time rated, taxed, charged or imposed in respect of the whole or part of the Village by any relevant authority [**OPTION** – *insert if applicable*: unless such charges are separately assessed in respect of each Unit at the Village];
- 1.27.3 the costs and charges of all premiums for insurances in respect of the Village, including building reinstatement insurance, public liability insurance, workers compensation, common law and statutory liability insurance in respect of employees We employ or the Manager employs for the Village and any other insurances which We deem necessary, all such insurance to be in respect of such amounts and with such extensions and exclusions as We reasonably think fit and includes any cost of obtaining such insurances (such as the cost of obtaining any valuations or reports);
- 1.27.4 any excess payable under any policy of insurance for the Village;
- 1.27.5 any other costs and charges which We reasonably and properly incur or are incurred by Us or the Manager in the operation and management of the Village; and
- 1.27.6 [**OPTION** – *insert Operator’s additional clause or clauses if required*];
- 1.27.7 any GST which We or the Manager are required to pay with respect to the supply of any of the Services, or of any goods, services or other things to the Resident (less the value of any input tax credits which We accrue with respect to the purchase of any goods, services or other things, the cost of which forms part of the Operating Charges).
- 1.28 "**Optional Services**" means additional services which We (or a person on our behalf) may from time to time make available to You and which You may choose to have provided to You on a user pays basis and which, at the date of this Contract, are those optional services listed in Schedule One of this Contract.
- 1.29 [**OPTION** – *insert if applicable and note that if this option is inserted delete the definition of Pre-paid Rent: "Other Entry Payments" **means the amounts payable by You to Us under clause 4.2.2, being the amount set out in Item 4 of the Reference Schedule.***]
- 1.30 "**Owner**" means the party referred to as the "Owner" in the Reference Schedule.
- 1.31 "**Penalty Rate**" means [**OPTION 1** - the rate specified in the Act] [**OPTION 2** -*specify other method for calculating interest*].
- 1.32 [**OPTION** – *insert if applicable and note that if this option is inserted delete the definition of Other Entry Payments: "Pre-paid Rent" **means the amount payable by You to Us under clause 4.2.1, being the amount set out in Item 4 of the Reference Schedule.***]
- 1.33 "**Rates and Taxes**" means all rates, taxes, charges and outgoings which are separately assessed on or attributed to your Unit by any relevant authority.

- 1.34 **"Recurrent Charge"** means the charge payable by You to the Manager as your contribution towards the Operating Charges.
- 1.35 **"Reference Schedule"** means that part of this Contract titled "Reference Schedule".
- 1.36 **"Residence Documents"** means collectively the *[list all documents required to be provided e.g. Factsheet/General Inquiry Document, Disclosure Statement and this Contract]*.
- 1.37 **"Resident"** means the party referred to as the "Resident" in the Reference Schedule and the survivor or survivors of them.
- 1.38 **"Services"** means the services provided or made available to all residents of the Village and which are listed in Schedule One of this Contract.
- 1.39 **"Similar Units"** means other units in the Village which are comparable to your Unit including in age, size, layout, condition and location and with comparable fixtures and fittings to your Unit.
- 1.40 **"Stakeholder"** means a person authorised under the Act to hold an ingoing contribution paid by a resident for the right to reside in the Village.
- 1.41 **"Statutory Provisions"** means any terms implied by any statute, law or regulation in the relevant Jurisdiction with respect to the grant or operation of a lease.
- 1.42 **"Term"** means a term of *[insert number of years and note that it must be a term of at least 49 years]* years.
- 1.43 **"Termination Date"** means the date this Contract is terminated in accordance with the terms of this Contract or the Act and you have provided Vacant Possession of the Unit.
- 1.44 **"Unit"** means the unit specified in Item 2 of the Reference Schedule.
- 1.45 **"Vacant Possession"** means that You have removed all of your goods, personal possessions and property from the Unit and have delivered the keys to the Unit to Us.
- 1.46 **"Valuer"** means a valuer with not less than 5 years' experience valuing residential properties within a retirement living development, as agreed by the parties, and failing agreement, as appointed by *[insert relevant institute for the Jurisdiction e.g. the President of the Victorian Division of the Australian Property Institute]*.
- 1.47 **"Village"** means the retirement village specified in Item 1 of the Reference Schedule and all improvements built at the address specified in this item.
- 1.48 **"Village Rules"** means the rules for the Village as listed in Schedule Two.
- 1.49 **"We"** and **"Us"** means the Owner and/or Manager.
- 1.50 **"You"** means the Resident.

# Part 1 – Moving into the Village

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## 2 Acknowledgements

You acknowledge, warrant and confirm that:

- (a) You received the Residence Documents at least *[insert period]* days before entering into this Contract;
- (b) You had the opportunity to seek independent legal, financial and other advice as You considered appropriate about the Residence Documents;
- (c) You have had the opportunity to inspect your Unit and the Village, and You are satisfied with the condition, appearance and state of repair of your Unit and the Village;
- (d) You are able to live independently taking into account the Services available at the Village; and
- (e) all information provided by You to Us before You signed this Contract is true and correct at the time the information was provided.

## 3 Grant of Occupancy and Term of Contract

We agree to grant to You a lease of the Unit on the terms set out in this Contract. This Contract commences on the Commencement Date and continues for the duration of the Term, unless it is terminated earlier in accordance with clause 14.

## 4 Payments on entry

### 4.1 Payment of Ingoing Contribution

You agree to advance the Ingoing Contribution to Us on the Commencement Date by way of an interest free loan and We agree to accept the Ingoing Contribution upon the terms and conditions set out in this Contract.

### 4.2 Other payments

4.2.1 **[OPTION]** – *delete if not applicable:* You must pay the Pre-paid Rent to Us on or before the Commencement Date. The Pre-paid Rent is a non-refundable payment.]

4.2.2 **[OPTION]** – *insert Operator's clause which sets out any additional payment, if applicable.]*

### 4.3 Stakeholder

If You pay any moneys to Us before You are entitled to possession of your Unit under this Contract, We must pay those moneys to a Stakeholder to hold in accordance with the Act. The Stakeholder will release any moneys held by the Stakeholder to Us when it is permitted to do so under the Act.

#### 4.4 **No interest**

No interest is payable to You in relation to the Ingoing Contribution.

# Part 2 – Living in the Village

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## 5 Services

### 5.1 Type of Services

From the Commencement Date, We will provide or arrange for the following to be provided to You:

- 5.1.1 the Services; and
- 5.1.2 the Optional Services (if any).

### 5.2 Variation to Services

We may vary the Services and facilities in accordance with the Act.

## 6 Fees payable during your occupancy

### 6.1 Fees and Charges

From the Commencement Date, You must pay:

6.1.1 to Us the Recurrent Charge at the times and in the manner specified in the Reference Schedule. The Recurrent Charge payable as at the date specified in Item 8 of the Reference Schedule is the amount specified in that item;

6.1.2 **[OPTION 1]** – *suggested clause where rates and taxes are not included in the Recurrent Charge: to the relevant authority all rates, taxes, charges and outgoings which are separately assessed or attributed to or in respect of your Unit by any relevant authority;*

**[OPTION 2]** - *delete Option 1 and insert Operator’s clause;*

**[OPTION 3]** - *delete Option 1 and Option 2 if rates and taxes for the Unit are included in the Recurrent Charge;*

6.1.3 **[OPTION 1]** – *suggested clause if Resident is responsible for utilities: to the relevant provider all charges for electricity, gas, telephone, water, pay television and other services separately metered, assessed or imposed in respect of your Unit; and]*

**[OPTION 2]** - *delete Option 1 and insert Operator’s clause;*

**[OPTION 3]** - *delete Option 1 and Option 2 if utilities are included in the Recurrent Charge]; and*

6.1.4 to the relevant provider all charges for Optional Services provided to You (if any).

### 6.2 Variation of Recurrent Charge

We may vary the Recurrent Charge as set out in Item 9 of the Reference Schedule.

### 6.3 Variation of charges for Optional Services

**[OPTION 1]** – *suggested clause in relation to variation of Optional Services:*

We may vary the charges for Optional Services from time to time or the charges may be varied by the service provider depending on the Optional Services provided and the costs of providing those services. You are responsible for any variation from the date You are notified of the variation.]

**[OPTION 2]** - *delete Option 1 and insert Operator’s clause.]*

### 6.4 Continuing liability for fees and charges on termination

Upon termination of this Contract You must continue to pay the:

6.4.1 Recurrent Charge until the time set out in Item 10 of the Reference Schedule. If you have paid the Recurrent Charge for at least 6 months after the Termination Date, You may, by providing [*insert time frame - one month is recommended*] prior written notice to Us, elect to accrue future payments of the Recurrent Charge which We will recover as a payment due to Us under clause 18.4.7; [*This will only be applicable if the time set out in Item 10 of the Reference Schedule is greater than 6 months.*]

6.4.2 **[OPTION 1]** – *insert if Option 1 in clause 6.1.2 applies: rates, taxes, charges and outgoings which are separately assessed or attributed to or in respect of your Unit by any relevant authority until We receive a New Ingoing Contribution;]*

**[OPTION 2]** – *insert Operator’s clause if applicable;]*

**[OPTION 3]** – *delete Option 1 and Option 2 if Option 3 in clause 6.1.2 applies;]*

6.4.3 **[OPTION 1]** – *insert if Option 1 in clause 6.1.3 applies: charges for electricity, gas, telephone, water consumption, pay television, information technology and other communication services (including the internet) and other services separately assessed upon or consumed at your Unit until We receive a New Ingoing Contribution;]*

**[OPTION 2]** – *insert Operator’s clause if applicable;]*

**[OPTION 3]** - *delete Option 1 and Option 2 if Option 3 in clause 6.1.3 applies;]* and

6.4.4 fees for Optional Services (if any) until the time set out in Item 11 of the Reference Schedule.

## 7 Your Unit

### 7.1 Use of Unit

You must:

7.1.1 **[OPTION 1]** – *suggested clause where no other use permitted: only use your Unit as your principal place of residence and not for any other purpose without our prior consent;*

**[OPTION 2]** – *if home office is also permitted, delete Option 1 and insert suggested clause: use your Unit as your principal place of residence and home office and not for any other purpose without our prior consent; and]*

7.1.2 not use or permit your Unit to be used for any illegal purpose or so as to cause any breach of any laws; and

7.1.3 **[OPTION]** – *insert Operator's Clause, if applicable.*

### 7.2 Outside appearance of Unit

You must not:

7.2.1 **[OPTION]** – hang any clothing or other articles outside your Unit, other than on a clothes line provided for that purpose;]

7.2.2 **[OPTION]** – put up any signs that are visible from outside your Unit;]

7.2.3 **[OPTION]** – *insert Operator's clause, if applicable.*

### 7.3 Hazardous substances or items causing structural damage

You must not keep in your Unit or the Village any dangerous or flammable materials or goods unless approved by Us.

### 7.4 Dealing with your interest in your Unit

You must not, without obtaining our prior written consent:

7.4.1 transfer or assign this Contract;

7.4.2 sublet, or otherwise part with possession of, all or part of your Unit;

7.4.3 mortgage, charge or otherwise encumber this Contract; or

7.4.4 lodge a caveat over any of the titles to the Village.

We have an absolute discretion as to whether or not We give consent.

## 8 Other Resident obligations

### 8.1 Village Rules

You must comply with and ensure your guests and invitees comply with the Village Rules. The Village Rules may be varied as permitted by the Act.

## 8.2 No nuisance

You must not do or allow your guests or invitees to do or keep anything in your Unit or in any other part of the Village that may be a nuisance, annoyance, disturbance, or cause harm to any other person in the Village or the neighbourhood or that will harass, intimidate or bully such a person.

## 8.3 Undue noise

You must ensure that all noise coming from your Unit is reasonable and does not annoy other residents or persons in the Village.

## 8.4 Guests

You must:

8.4.1 inform the Manager within 24 hours of the arrival of any person other than You who intends to occupy your Unit and must not without the Manager's prior written consent:

(a) allow any other person to reside in your Unit for any period of time in excess of *[insert period]* in total in any 12 month period; or

(b) **[OPTION 1]** – allow any person to occupy your Unit for a period of more than *[insert period]* days while You are absent.]

**[OPTION 2]** - delete *Option 1* and insert: allow any person to occupy your Unit while You are absent.]

8.4.2 ensure that your guests and invitees comply with the Village Rules and, where applicable, the Resident's obligations contained in this Contract.

## 8.5 Sales or auctions

You must not allow or hold any auction or sale in, or from, your Unit without our prior consent.

## 8.6 Parking

You must:

8.6.1 **[OPTION]** - *suggested clause:* not use or allow to be used any parking area which You are permitted to use for any purpose other than for parking a motor vehicle or any other purpose which We may permit;]

8.6.2 **[OPTION]** – *insert Operator's Clause, if applicable;*]

8.6.3 not use any car parks set aside for visitor use, or use or allow to be used any car parks which have been allocated or leased to other residents, and must ensure that your guests and invitees only use designated visitor car parks; and

8.6.4 not assign or sublet any rights to use a car park area without our prior written consent.

## 8.7 **Garbage**

You must observe any guidelines We issue relating to rubbish disposal from your Unit and the placing of any rubbish bins within the Village.

## 8.8 **Fire safety**

You must:

- 8.8.1 comply with any fire regulations or policies relating to your Unit; and
- 8.8.2 not smoke in areas of the Village that We designate from time to time as non-smoking areas.

## 8.9 **Not to invalidate our insurances**

You must not do anything that may invalidate, or increase the premium for, an insurance policy that We have in respect of the Village.

## 8.10 **Pets**

**[OPTION 1]** – *suggested clause if pets allowed:* Subject to obtaining our prior written consent, You may keep a single pet in your Unit. Any approval granted may be provided with conditions and withdrawn if the pet unreasonably disturbs the quiet enjoyment of neighbours, creates a nuisance to others in the Village or poses a health or safety risk to You or any other person in the Village.]

**[OPTION 2]** – *if no pets allowed delete Option 1 and insert suggested clause:* You must not keep or bring any animal in your Unit or the Village.]

**[OPTION 3]** – *delete Option 1 and Option 2 and insert Operator's clause, if applicable.]*

## 8.11 **Absences**

To assist in determining who is present in the Village in the event of an emergency, You agree to advise Us when You will be absent from the Village for any period exceeding *[insert period]* days.

## 8.12 **Your representatives**

You agree to:

- 8.12.1 inform Us if You appoint (or have appointed) any person to act as your attorney under a power of attorney and to provide Us with a copy of any such power of attorney document; and
- 8.12.2 provide Us with the name of any executor appointed by You under your will including any change of executor.

# 9 **Your Unit – Alterations, additions, repair and maintenance**

## 9.1 **Alterations and additions**

- 9.1.1 You must not, without our prior written consent, make any alterations or additions to the inside or outside of your Unit. If consent is given You must maintain and repair any such alterations or additions at your cost.

9.1.2 **[OPTION]** – *suggested clause to require alterations remain or be removed upon termination: Upon termination of this Contract, We may request that You:*

- (a) not remove any alterations or additions in which case they become our property; or
- (b) remove any alterations or additions and repair any damage caused by their removal at your cost.]

9.1.3 **[OPTION]** – *insert Operator's clause, if applicable.]*

## 9.2 **Your maintenance, repair and replacement obligations**

You must, at your cost, keep your Unit clean, tidy and in a good condition and state of repair. This includes that you must:

- 9.2.1 keep your Unit free from rubbish and vermin;
- 9.2.2 keep all sewerage and sanitary apparatus in working order;
- 9.2.3 repair damage caused by You, your guests or invitees; and
- 9.2.4 **[OPTION]** - *insert any other specific requirements, if applicable.]*

# 10 Insurance

## 10.1 Insurances which We arrange

10.1.1 **[OPTION 1]** – *suggested clause: We will obtain the following insurances for the Village:*

- (a) building reinstatement insurance for the full replacement value of all buildings, improvements, structures and fixtures located within the Village;
- (b) public liability insurance;
- (c) workers compensation, common law and statutory liability insurance in respect of employees We employ for the Village; and
- (d) **[OPTION]** – *insert where the costs of contents insurance to a certain value are included in the Recurrent Charge: contents insurance to the value as set out in Item 13 of the Reference Schedule for each Unit in the Village; and]*
- (e) any other insurances We deem necessary.]

**[OPTION 2]** – *insert Operator's clause relating to insurance, if applicable and delete Option 1]*

10.1.2 All the insurances which We procure will be for such amounts and with such conditions, extensions and exclusions as We deem appropriate.

## 10.2 Insurances You must or We recommend You obtain

10.2.1 **[OPTION 1]** – *suggested clause if Operator does not arrange contents insurance: We recommend that You obtain insurance for the contents in your Unit because We will not obtain any such insurance.*]

**[OPTION 2]** – *suggested clause if clause 10.1.1(d) applies. Delete Option 1 and insert: We recommend that You obtain insurance cover for the contents in your Unit valued above the amount of any contents insurance cover We obtain for the contents in your Unit.*]

**[OPTION 3]** – *if Operating Charges include all contents insurance in resident units, delete Option 1 and Option 2.*]

10.2.2 **[OPTION]** – *suggested clause: If You own or use a motorised wheelchair or other mobility device, You must take out and maintain adequate insurance of that wheelchair including cover for loss or damage and personal injury or property damage to third parties.*]

**[OPTION]** – *delete clause 11 if not applicable*]

## 11 Capital Improvement Fund/Major Maintenance Fund/Reserve Fund

**[OPTION]** – *insert purpose of fund, how contributions are made, if the Village has a fund.*]

## 12 Our obligations and rights

### 12.1 Common Areas and Facilities

We agree to allow You to use the Common Areas and Facilities in common with others residing at the Village while You occupy your Unit. However, You must observe the Village Rules or any rules relating to the use of the Common Areas and Facilities.

12.2 **[OPTION]** – *insert if public is permitted to use Common Areas and Facilities: We may from time to time hire out the Common Areas and Facilities to residents of the Village or members of the public. You must not object to the Common Areas or Facilities being used for such a purpose provided such use does not substantially affect the use of the Common Areas and Facilities by the residents as a whole or cause your costs to increase.*]

### 12.3 Our rights to access your Unit

12.3.1 You agree that We (or any person We authorise) may at all reasonable times (except in the case of an emergency in which case clause 12.3.2 applies) enter your Unit to:

- (a) comply with any of our obligations under this Contract;
- (b) carry out any maintenance and repair work to your Unit or any other part of the Village;

- (c) read any meter or measuring device or inspect any installation for the provision of utility services to your Unit, or any other part of the Village;
- (d) show your Unit to prospective residents if any of the circumstances set out in clause 14 arise;
- (e) examine its state and condition. If You fail to comply with your maintenance and repair obligations, You must also allow access by such tradesmen as We deem necessary for the purpose of maintaining your Unit in a reasonable and safe state of repair and condition at your cost; and
- (f) **[OPTION** – *insert any other requirements or Operator specific clauses, if applicable*].

12.3.2 We (or anyone We authorise) may access your Unit in an emergency, or if We have reasonable cause for concern about the health or safety of a person in your Unit. In that event, We may enter your Unit at any time without notice and by whatever means as We deem appropriate.

## 13 Damage and Destruction

**[OPTION 1** – *insert Operator’s clause.*]

**[OPTION 2** – *if Operator may choose whether to reinstate the Unit, insert the following suggested clause:*

### 13.1 Repair or Reinstatement

If your Unit is destroyed, or damaged to such an extent that it is substantially unfit for your occupation, then We may, at our absolute discretion, choose to repair or reinstate your Unit as soon as reasonably possible.

### 13.2 What happens after We make a decision

13.2.1 If We choose to reinstate your Unit, then until any such repairs or reinstatement works have been completed, We may, at our absolute discretion, and by written notice to You, choose to:

- (a) relocate You to another Unit in the Village; or
- (b) make any alternative accommodation arrangements (with your agreement).

13.2.2 If We choose not to reinstate your Unit, this Contract comes to an end from the date We notify You of our decision not to reinstate your Unit.

### 13.3 If You cause the damage or destruction

This clause does not apply if your Unit is destroyed or damaged as a result of a deliberate act by You or your guest or invitee.]

## Part 3 – Leaving the Village

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### 14 Termination

#### 14.1 Your right to terminate

You may terminate this Contract at any time by giving Us at least *[insert period]* days written notice. The Contract will terminate upon the expiration of your notice.

#### 14.2 Our right to terminate

**[OPTION]** – *recommend that termination clause includes at least the following:*

We may terminate this Contract:

14.2.1 on the grounds of your physical or mental incapacity in that You require care which is not available at the Village, after we have served on You a notice which includes an assessment by a medical practitioner or by an ACAT Delegate to this effect. This Contract terminates *[insert period]* days after the date We serve such a notice on You. For the purposes of the assessment, You agree to be examined and assessed by a medical practitioner nominated or approved by us or by an ACAT Delegate and to be bound by the assessment. We must provide You with reasonable written notice that the assessment is required;

14.2.2 if You breach this Contract or a Village Rule and:

(a) the breach relates to You causing serious injury or damage to any part of the Village, our employees or to any other resident, this Contract terminates *[insert period]* days after the date we give You notice of the breach; or

(b) We have given You a notice setting out details of your breach and requiring You to remedy the breach (if capable of remedy) within *[insert period]* days, or if not capable of remedy, that You cease committing the breach, and You do not comply with the notice, and we give You a further notice that this Contract terminates on *[insert period]* days from the date of such further notice.

14.2.3 **[OPTION]** – *include this clause if clause 20 is used: if the circumstances set out in clause 20 apply, and We have complied with our obligations under that clause, this Contract terminates on the commencement date of the new residence contract for the Alternate Unit.]*

**[OPTION]** – *insert Operator’s clause in addition to the above clauses, if applicable.]*

#### 14.3 Termination on death

This Contract terminates on the date of your death. If there is more than one of You named as the Resident in this Contract, then this Contract terminates on the date of death of the last remaining resident.

## 15 Consequences of Termination

### 15.1 Vacant Possession

When this Contract is terminated You must immediately give Us Vacant Possession of your Unit.

### 15.2 Rights not affected by termination

The termination of this Contract does not affect:

15.2.1 the rights of the parties relating to breaches that occurred before the termination; and

15.2.2 the rights and obligations of the parties under this Contract which are capable of being undertaken or completed after the termination of this Contract; and

15.2.3 subject to any law to the contrary, your obligation to pay any charges or fees payable under this Contract, as this obligation survives the end of the term of this Contract and continues to accrue and be payable until the date as set out in this Contract.

### 15.3 Your property

Subject to any law to the contrary, if upon the Termination Date there remains in your Unit any goods or chattels belonging to You:

15.3.1 We may give You or your legal personal representative 14 days' written notice to remove those items;

15.3.2 if You or your legal personal representative fail to comply with that notice, We may then, at your expense:

(a) arrange storage of those items;

(b) dispose of perishable items and items which in our reasonable opinion are of nominal value; or

(c) sell those items and pay the net sale proceeds to You or your legal personal representative;

15.3.3 We are not liable for any loss suffered by You as a result of any reasonable action which We take under this clause; and

15.3.4 We are entitled to deduct from any money payable to You under this Contract any expenses We incur in disposing, storing and/or selling those items.

## 16 Works required to your Unit after You leave

16.1 You must leave your Unit in a good condition and state of repair having regard to the condition it was in when You commenced occupying your Unit.

16.2 **[OPTION 1]** – *suggested clause if resident not responsible for fair wear and tear or refurbishment of the Unit:* You are responsible for any works required to bring your

Unit to a good condition and state of repair, fair wear and tear excepted, having regard to the condition it was in when You commenced occupying your Unit.

16.2.1 These works may include:

- (a) cleaning;
- (b) repainting the interior of your Unit;
- (c) replacing fixed floor coverings;
- (d) replacing window furnishings;
- (e) repairing any damage; and
- (f) **[OPTION]** – *insert other Operator specific works, if applicable*

We will arrange for the carrying out of these works at your expense.]

16.2 **[OPTION 2]** – *if the resident is responsible for fair wear and tear and refurbishment of the Unit, delete Option 1 and insert the following clause: You are responsible for works (subject to clause 16.2.2) required to bring your Unit to a marketable condition with a view to achieving the maximum New Ingoing Contribution as reasonably determined by Us.*

16.2.1 These works will include:

- (a) cleaning;
- (b) repainting;
- (c) replacing fixed floor coverings;
- (d) replacing window furnishings;
- (e) repairing any damage; and
- (f) **[OPTION]** – *insert other Operator specific works, if applicable*

unless, acting reasonably, We agree otherwise. We will arrange for the carrying out of these works at your expense.

16.2.2 These works will also include:

- (a) retiling surfaces;
- (b) renovation of your Unit, including:
  - (1) replacing or renovating the whole or any part of the kitchen;
  - (2) replacing or renovating the whole or any part of the bathroom; and
- (c) **[OPTION]** – *insert other Operator specific works, if applicable*

if required in our reasonable opinion. We will arrange for the carrying out of these works. The cost and expense of these works (after

consultation with You) will be shared between the parties according to our respective share in the Capital Gain unless You and We agree otherwise.]

## 17 Disposal of your Unit

### 17.1 Offer of new lease

After the Termination Date We:

17.1.1 will market your Unit to persons suitable for occupancy of the Unit; and

17.1.2 **[OPTION 1]** – *insert the following clause: must offer the occupancy of the Unit to members of the public who qualify as an Eligible Resident on the terms then applying for occupancy at the Village, which may vary from time to time, and may vary from the terms of this Contract.]*

**[OPTION 2]** – *delete Option 1 and insert Operator’s clause, if applicable]*

**[OPTION]** – *insert the following clause if Operator approval of a new resident is required or the new resident must be an Eligible Resident:*

### 17.2 Eligible Residents

You acknowledge that:

17.2.1 the New Resident for your Unit must be an Eligible Resident approved by Us; and

17.2.2 We may decide, acting reasonably, not to approve a person if that person is not an Eligible Resident or your Unit is not suitable for occupancy by that person.]

### 17.3 Payments from new resident

Once the New Resident has been located and the amount of the New Ingoing Contribution established, then the New Ingoing Contribution must be paid by the New Resident to Us on dates which We will determine in consultation with the New Resident.

### 17.4 Amount of New Ingoing Contribution

17.4.1 If You are entitled to a Capital Gain Share, the New Ingoing Contribution must be an amount equal to the Fair Market Value of the Unit, unless We agree otherwise with You.

17.4.2 If You are not entitled to a Capital Gain Share, We may, subject to any law to the contrary, determine the amount of the New Ingoing Contribution in our absolute discretion.

## 18 Exit Payments

### 18.1 Exit Entitlement Date

The Exit Entitlement Date is the date which is the earlier of:

- 18.1.1 the expiration of [*insert Operator's period - up to 2 years is recommended*] years from the Termination Date; and
- 18.1.2 the date that the New Ingoing Contribution is received by Us in respect of your Unit.

## 18.2 Repayment of Ingoing Contribution

On or before the Exit Entitlement Date, We must repay You the Ingoing Contribution. We may set off this payment against the amounts payable by You to Us under clause 18.4.

## 18.3 Payment of any Capital Gain

On or before the Exit Entitlement Date, We must pay You an amount equal to your Capital Gain Share (if any). We may set off this payment against the amounts payable by You to Us under clause 18.4.

## 18.4 Payments by You

On or before the Exit Entitlement Date, You must pay to Us:

- 18.4.1 the Exit Fee which We may retain as our property absolutely;
- 18.4.2 an amount equal to your Capital Loss Share;
- 18.4.3 [**OPTION** – *insert if applicable* - the Administration Fee;]
- 18.4.4 any fees paid to an external agent engaged to re-let your Unit;
- 18.4.5 all costs which We reasonably incur in arranging or carrying out works to your Unit as required in clause 16;
- 18.4.6 [**OPTION** – *insert if applicable*: the contribution to the Capital Improvement Fund/Major Maintenance Fund/Reserve Fund;]
- 18.4.7 any outstanding Recurrent Charges or other moneys owing by You under this Contract or otherwise;
- 18.4.8 any GST which We are liable to pay on the amounts referred to in this clause 18.4.

## 18.5 Payment

Payment under this clause must be made:

- 18.5.1 to You, or if there is more than one person named in this Contract as the Resident:
  - (a) to the Residents in equal proportions;
  - (b) if any person named as Resident in this Contract is deceased, to the surviving Resident; or
  - (c) as You may direct;

18.5.2 if You are deceased, to your legal personal representative after We receive a certified copy of the grant of probate of your will or letters of administration of your estate.

18.6 **Financial hardship**

If the requirement to repay the Ingoing Contribution (under clause 18.2) or the Capital Gain Share (if any) (under clause 18.3) on the Exit Entitlement Date will cause Us serious financial hardship We may apply to the Authority to extend the Exit Entitlement Date by a period of up to 12 months. If the Authority approves our request then the payments to be made under clauses 18.2, 18.3 (if applicable) and 18.4 are payable on the date approved by the Authority.

## Part 4 – Other important terms

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### 19 Village works

We may from time to time:

- 19.1 alter or extend the Common Areas and Facilities;
- 19.2 close all or part of the Common Areas and Facilities for refurbishment, repair or maintenance purposes;
- 19.3 expand, reduce or redevelop other parts of the Village; and
- 19.4 change the name of the Village.

**[OPTION** – delete clause 20 in entirety if not required]

### 20 Redevelopment or refurbishment of the Village

#### 20.1 Redevelopment

20.1.1 You acknowledge that We may choose to refurbish or redevelop the Village or any part of it (including your Unit) ("**Redevelopment Works**"). If We choose to do Redevelopment Works, We:

- (a) will give written notice to You of our decision ("**Relocation Notice**"); and
- (b) may require You to relocate to an alternate unit in the Village ("**Alternate Unit**").

20.1.2 Subject to clause 20.2, We will do our best to minimise disruption of your use and enjoyment of your Unit (or Alternate Unit as the case may be) and the Village while any Redevelopment Works are being undertaken in the Village.

#### 20.2 Relocation Notice

20.2.1 If We choose to do Redevelopment Works that require You to relocate to an Alternate Unit, the Relocation Notice must specify:

- (a) the Alternate Unit We require You to relocate to (after consultation with You); and
- (b) a date not less than 6 months after We give You the Relocation Notice, being the date We propose for You to relocate to the Alternate Unit ("**Relocation Date**").

20.2.2 If a Relocation Notice is given, then You must relocate to the Alternate Unit in accordance with clause 20.4.

### 20.3 **Alternate Unit**

We must ensure the Alternate Unit offered to You:

- 20.3.1 is comparative in size to your Unit;
- 20.3.2 has the same number of bedrooms and has substantially the same facilities and amenities as your Unit; and
- 20.3.3 is built to substantially the same or better quality as your Unit;

where that is practicable having regard to the alternate units we have available at the Village at that time.

### 20.4 **What You must do if a Relocation Notice is given**

If We give You a Relocation Notice in accordance with clause 20.2.1, You must:

- (a) vacate your Unit;
- (b) relocate to the Alternate Unit on the Relocation Date (or such later date as agreed between the parties); and
- (c) enter into a new residence contract (if We require this) or any other documentation relating to your relocation to the Alternate Unit and termination of this Contract. Any new residence contract will be on the same terms as this Contract (except amended to reflect the terms of the relocation).

### 20.5 **Relocation Costs**

If required, We must assist You to relocate to the Alternate Unit and will also pay your reasonable relocation costs.

**[OPTION** – Operator to insert own clause in relation to any adjustment in price as between the Unit and Alternate Unit for variances in value, size, amenity, location.]

## 21 **Transfer/Assignment**

21.1 We may at any time transfer or assign our rights under this Contract to another person.

21.2 If We transfer or assign our rights under this Contract, then We may give You a notice:

- 21.2.1 stating the date of transfer or assignment;
- 21.2.2 stating the name and address of the assignee;
- 21.2.3 containing a covenant by the assignee to observe and perform the terms, covenants and conditions that We must observe and perform under this Contract;
- 21.2.4 executed by the assignee;

and in that event We are released from all liability under this Contract and We are indemnified against all actions, causes of action and demands arising under this Contract.

- 21.3 The terms of this Contract are enforceable by You against Us while We are owner of the Village.

## 22 Risk, indemnity and release

### 22.1 Resident's risk

You occupy your Unit and enter the Village at your own risk.

### 22.2 Indemnity

**[OPTION 1]** – *insert the following clause:*

You are liable for and indemnify Us, our agents and contractors against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

- 22.2.1 damage to or loss of any property or injury to or the death of any person:
- (a) to the extent it is caused or contributed to by your negligence, wrongful act or omission or the negligence or wrongful act or omission of a person who is your agent, contractor, licensee, guest or invitee; or
  - (b) occurring in, or caused or contributed to by anything occurring in, your Unit, except to the extent it is caused or contributed to by our negligence or default or the negligence or default of our agents, contractors or employees;
- 22.2.2 your breach of this Contract, which includes anything done by your agent, contractor, licensee, guest or invitee that would be a breach of this Contract if it were done by You.]

**[OPTION 2]** – *delete Option 1 and insert Operator's clause, if applicable.]*

### 22.3 Release

**[OPTION 1]** – *insert the following clause:*

You release Us, our agents and contractors from any liability, loss, penalties, payments, costs, charges and expenses You directly or indirectly incur in connection with:

- 22.3.1 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 our negligence or wrongful act or the negligence or wrongful act of our agents, contractors or employees;
- 22.3.2 anything We or the Manager are required or permitted to do under this Contract; or
- 22.3.3 a service or facility provided by an authority or any other person to your Unit or the Village not being available, failing or not working properly.]

**[OPTION 2]** – *delete Option 1 and insert Operator's clause, if applicable.]*

## **23 Dispute resolution**

We have provided You with a copy of the Dispute Resolution Procedures as required under the Act. You agree to comply with the Dispute Resolution Procedures as they apply to You.

## **24 Further assurances**

The parties all agree that they will sign all further documents and do all things necessary for giving effect to the terms of this Contract.

## **25 Notices**

If this Contract says that a notice must or may be given then:

- 25.1 the notice must be written;
- 25.2 if it is to You, it may be left at or forwarded by post addressed to You, at your Unit or at your last known address as notified to Us; and
- 25.3 if it is to Us, it must be left at the Village Manager's office in the Village (if there is one) or delivered to, or forwarded by post, to our address (as the case may be) stated in the Reference Schedule.

A notice sent by post is deemed to be given at the time when in the ordinary course of post it would be delivered to the address to which it is sent. A notice which We give is deemed to be properly given if signed by someone who is our director, manager, solicitor or secretary or other authorised person.

## **26 Governing law and jurisdiction**

This Contract is governed by the law applicable in the Jurisdiction.

## **27 Severance**

If any clause in this Contract is invalid or not legally binding, that clause or part of the clause is deleted to the extent that it is invalid or not legally binding. The remainder of the clause (if applicable) and this Contract will remain valid and binding on the parties.

## **28 Waiver**

No failure to exercise nor any delay in exercising any right, power or remedy available to either party will be interpreted as giving up that right, power or remedy. A single or partial exercise of any right, power or remedy does not prevent any other or further exercise of that or any other right, power or remedy. A party to this Contract can only give up a right, power or remedy if they do so in writing.

## **29 Alterations to this Contract**

The terms of this Contract can only be amended or varied if You and We both agree. Any agreed variation or amendment will only be binding if it is documented in writing and signed by both parties.

## 30 Exclusion of statutory provisions

In respect of this Contract, the Statutory Provisions do not apply.

## 31 Interest for late payments

If any moneys payable by You to Us under this Contract remain unpaid for 14 days after the due date, You must pay to Us interest on these moneys at the Penalty Rate calculated from the due date until the date of payment.

## 32 Costs

32.1 We must pay all our legal costs with respect to the preparation and execution of this Contract. We cannot require that You pay these legal costs.

32.2 You must pay:

32.2.1 all stamp duty (if any), and registration fees (if any) in respect of this Contract;

32.2.2 our costs in relation to any breach or default of this Contract by You; and

32.2.3 all the costs You incur in complying with your obligations under this Contract.

## 33 GST

### 33.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

### 33.2 GST exclusive amounts

Except where this Contract states otherwise, each amount payable by a party under this Contract in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

### 33.3 Maximum amount to be paid

An amount payable by You in respect of a creditable acquisition by Us from a third party must not exceed the sum of the value of our acquisition and the additional amount payable by You under clause 33.2 on account of our GST liability.

### 33.4 Tax invoice to be given

A party is not obliged under this clause to pay the GST on a taxable supply to it under this Contract, until given a valid tax invoice for the supply.

## 34 Interpretation

In this Contract, unless the contrary intention appears:

34.1 the singular includes the plural and vice versa;

- 34.2 words importing one gender include other genders;
- 34.3 a reference to a document or instrument, including this Contract, includes that document or instrument as novated, altered or replaced from time to time;
- 34.4 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 34.5 a reference to "You" or the "Resident" in clauses 6 to 9 (inclusive), 12.3, 15, 16, 17, 18.2 to 18.5 (inclusive), 22, 23, 25 and 30 to 33 (inclusive) includes your executors, administrators, successors, substitutes and permitted assigns;
- 34.6 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 34.6.1 two or more parties; or
- 34.6.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 34.7 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 34.8 a schedule, annexure or description of the parties forms part of this Contract;
- 34.9 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 34.10 if an act required to be done under this Contract on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 34.11 all monetary amounts are in Australian dollars;
- 34.12 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Contract; and
- 34.13 unless this Contract or a law specifies otherwise, our consent or approval required under this Contract must be in writing, may be provided or refused, with or without conditions at our absolute discretion.

# Schedule One – List of Services and Optional Services (if applicable)

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**OPTION 1** – *if applicable, insert list of Services and Optional Services.*

**OPTION 2** – *if not applicable, delete Option 1 and insert: Not applicable.*

# Schedule Two – Village Rules

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*[Insert Village Rules]*

# Signing pages

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**EXECUTED** as a deed.

*[Insert execution clauses for the Operator and the Residents]*