

**Retirement Village Contract**  
Retirement Villages Act 1999, section 43

DATED 2021

**TREEVIEW ESTATES**

**VILLAGE**

**TREEVIEW ESTATES PTY LIMITED**  
**(ACN 116 622 667)**

**OPERATOR**

[ ]

**RESIDENTS**

BALDWIN OATES & TIDBURY  
SOLICITORS  
15 ST JOHNS AVENUE  
GORDON NSW 2072  
TEL: 9499 2166  
FAX: 9499 2622  
DX 8710 GORDON

## TABLE OF CONTENTS

<b>KEY TERMS .....</b>	<b>4</b>
Operator(s): .....	4
Resident(s): .....	4
Your premises: .....	4
What is included with your premises? .....	4
What is not included with your premises? .....	4
Key dates: .....	5
Nature of residence right .....	5
<b>FINANCIAL TERMS .....</b>	<b>6</b>
A. Entry payment .....	6
B. Deposit .....	6
C. Legal and other expenses payable on entry .....	6
D. Recurrent charges .....	7
E. Variation of recurrent charges .....	7
F. Optional services .....	7
G. Capital gains and losses .....	8
H. Departure fee .....	8
I. Calculation of payment on termination of residence right .....	8
J. Timing for payment on termination of your residence right .....	9
K. Liability for recurrent charges for optional services on termination .....	9
L. Liability for recurrent charges for general services on termination .....	9
M. Costs of sale .....	10
<b>GENERAL TERMS .....</b>	<b>11</b>
<b>1 INTERPRETATION AND DEFINITIONS .....</b>	<b>11</b>
1.1 Interpretation .....	11
1.2 Definitions .....	12
<b>2 COOLING-OFF PERIOD .....</b>	<b>13</b>
2.1 What is your right to terminate during the cooling-off period? .....	13
2.2 What will we pay you if you terminate this contract during the cooling-off period? .....	13
<b>3 SETTLING-IN PERIOD .....</b>	<b>14</b>
3.1 What is your right to terminate during the settling-in period? .....	14
3.2 What will we charge you if you terminate during the settling-in period? .....	14
3.3 What are we required to pay you? .....	14
3.4 When are we required to pay you? .....	14
<b>4 DISCLOSURE STATEMENT .....</b>	<b>14</b>
4.1 What if this contract is inconsistent with the disclosure statement? .....	14
4.2 Can I terminate if the disclosure statement is false or misleading? .....	14
<b>5 SERVICES AND FACILITIES .....</b>	<b>15</b>
5.1 Meaning of required services and facilities .....	15
5.2 Can we change the services and facilities? .....	15
5.3 What optional services will we provide you? .....	15
<b>6 ALTERATIONS AND ADDITIONS .....</b>	<b>15</b>
6.1 Can you alter or renovate your premises? .....	15
<b>7 REPAIRS, MAINTENANCE AND CAPITAL REPLACEMENT .....</b>	<b>15</b>
7.1 Can you request repairs? .....	15
7.2 What repairs and maintenance are we responsible for? .....	15
7.3 What repairs and maintenance are we not responsible for? .....	16

7.4	What general obligations do you have in relation to repairs and maintenance? .....	16
7.5	Who is responsible for the replacement of items of capital? .....	16
<b>8</b>	<b>OPERATOR'S ACCESS TO PREMISES.....</b>	<b>16</b>
8.1	When may we access the premises? .....	16
<b>9</b>	<b>VILLAGE RULES.....</b>	<b>17</b>
9.1	How do the village rules apply? .....	17
9.2	What if a village rule is inconsistent with this contract? .....	17
<b>10</b>	<b>GENERAL BEHAVIOUR OF OPERATOR AND RESIDENT .....</b>	<b>17</b>
10.1	What are your general obligations? .....	17
10.2	What are our obligations? .....	17
<b>11</b>	<b>TERMINATION .....</b>	<b>18</b>
11.1	When does your right to occupy your premises end? .....	18
11.2	When can we terminate this contract? .....	18
<b>12</b>	<b>FINDING A NEW RESIDENT WHEN YOU LEAVE.....</b>	<b>19</b>
12.1	Who sets the asking new entry payment? .....	19
12.2	Are you entitled to appoint a selling agent of your choice? .....	19
<b>13</b>	<b>ASSIGNMENT AND SUBLETTING YOUR PREMISES.....</b>	<b>19</b>
13.1	Can you assign this contract? .....	19
13.2	Can you sublet your premises? .....	19
<b>14</b>	<b>TEMPORARY ABSENCE .....</b>	<b>20</b>
14.1	What happens if you are temporarily absent from your premises? .....	20
<b>15</b>	<b>CONDITION OF PREMISES ON TERMINATION .....</b>	<b>20</b>
15.1	In what condition must you leave the premises? .....	20
<b>16</b>	<b>NOTICES .....</b>	<b>20</b>
16.1	How are notices given and received? .....	20
<b>17</b>	<b>CHANGES IN CONTRACT .....</b>	<b>21</b>
17.1	Can our rights and your rights under this contract be changed? .....	21
<b>18</b>	<b>DISPUTE RESOLUTION .....</b>	<b>21</b>
18.1	How are disputes resolved? .....	21
18.2	Where can I get information if I have a dispute? .....	21
	<b>ADDITIONAL TERMS .....</b>	<b>22</b>
	<b>ANNEXURES.....</b>	<b>28</b>

## KEY TERMS

### Operator(s):

Name of Operator(s): **Treeview Estates Pty Limited (ACN 116 622 667)**

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

Address for service of notices: **9 Col Drewe Drive  
SOUTH BOWENFELS NSW 2790**

### Resident(s):

Name of

Resident 1: [ ]

Name of

Resident 2: [ ]

Address for service of notices: [ ]

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

### Your premises:

Premises Number: **Villa [ ]**

Title Details for Premises:

☐ Folio ID: .....

☒ Lease Folio ID: [ ]/LF491

☐ Part of lot as set out in attached plan

☒ Shown in the plan memorandum registered no:  
**AQ862150**

Title Details for Leasehold Village: **Folio Identifier 50/1107410**

Trading Name of Village: **Treeview Estates**

Address of Village: **9 Col Drewe Drive  
SOUTH BOWENFELS NSW 2790**

### What is included with your premises?

We grant you the right to occupy or use:

☐ Garage (Number ..... ) ☐ Carport (Number ..... ) ☐ Parking Space (Number ..... )

☐ Storage Area (Number ..... )

☐ Furniture: .....

☐ Other: .....

☒ **See attached Schedule of Inclusions**

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

☐ Yes ..... (name of agreement) ☒ No

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

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

### What is not included with your premises?

[attach list if space is insufficient]

Fixtures/Fittings/Furnishings/Other: .....

**Key dates:**

Date you received a copy of this contract: [                      ]

Date this contract is entered into:

Agreed date that you may occupy your premises (entry date): [                      ] (if known)

Date from which you must pay us recurrent charges:                      (if known)

**Nature of residence right**

You do not own the premises. We grant you the right to occupy the premises on the following basis. The provisions in this contract which apply to the residence right type ticked below will apply to you and us:

☒ **Registered interest holder**

☒ **Registered long-term lease** with a term of: **99 years or life**

(Only tick the last box if the term is at least 50 years (including options to renew) or for the life of the lessee, the contract includes provision for the resident to be entitled to 50% or more of the capital gain, and the lease will be registered.)

Does your residence right arise under an assignable lease? Yes ☐ No ☒

**Registered interest holders:** If the box is ticked indicating that you are a *registered interest holder*, you will not be a *registered interest holder* until, if the instrument under which you obtain your residence right requires registration, registration occurs (for example until your long-term lease has been registered) or you become the registered proprietor of land.

**Additional terms:** Additional terms may be added to the standard terms prescribed under the *retirement village laws* at the end of the contract.

**Retirement village laws:** This contract is subject to the provisions of the *retirement village laws*. For information on your rights and responsibilities under the *retirement village laws* contact NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20.

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

## FINANCIAL TERMS

**Note:** The additional terms may set out more detail about the *entry payment* and other amounts payable as detailed below and, where there is more than one operator, the additional terms may specify which operator is to receive or make a payment.

### A. Entry payment

Are you required to pay an *entry payment*?

☒ Yes (continue to the remainder of item A) ☐ No [delete or cross out the remainder of item A]

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

☒ Ingoing contribution

Where an ingoing contribution is payable, it consists of the following components:

☒ Loan \$[ ]

☐ Lease Premium \$.....

☐ Prepaid rent \$.....

☐ Other \$.....

~~The waiting list fee of \$..... and/or~~ The holding deposit of **\$1,000.00** which you have already paid will form part of this amount.

When is the full *entry payment* due? **On commencement of the lease**

Can the *entry payment* be paid in instalments?

☐ Yes (refer to additional terms for payment frequency/dates) ☒ No

Is any of the *entry payment* non-refundable? ☐ Yes (\$.....) ☒ No

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

☐ Yes (see additional terms) ☒ No

~~In addition to the *entry payment*, you must pay the following fees for the inclusions detailed in the Key Terms:~~

Parking Space \$.....	Garage \$.....
Carport \$.....	Storage Area: \$.....
Furniture: \$.....	Other: \$.....

### B. Deposit

Are you required to pay a deposit on signing this contract? ☒ Yes \$[ ] ☐ No

### C. Legal and other expenses payable on entry

You must pay to us on entry the following legal and other expenses incurred in connection with the preparation of this contract: (maximum \$50)

☒ Contribution to our legal expenses incurred in preparing this contract: **Nil**

☒ Other expenses (specify) PEXA online conveyancing fee **\$44.22**

You must pay the following charges to third parties:

☒ Lease registration fee **\$147.70**

☐ Other (specify) .....

**D. Recurrent charges**

You must pay to us recurrent charges as follows:

Current frequency of payment: ☐ Weekly ☐ Fortnightly ☒ Monthly ☐ Other: .....  
Current rate of recurrent charges for your premises: \$[            ] per month

**E. Variation of recurrent charges**

We may vary your recurrent charges as follows:

Method of Variation (choose one method only)	
<input type="checkbox"/> <b>Fixed formula</b>	<input checked="" type="checkbox"/> <b>Non-fixed formula</b>
<p><del>Your recurrent charges will be varied in accordance with:</del></p> <p><input type="checkbox"/> <del>variation in CPI</del></p> <p><input type="checkbox"/> <del>variations in (single/couple) [delete or cross out whichever is not applicable] age pension</del></p> <p><input type="checkbox"/> <del>other (specify) .....</del></p> <p><del>The first variation will be on: .....</del></p> <p><del>After the first variation, variations will occur every: .....</del></p> <p><del>The new amount of the recurrent charges will not take effect earlier than 14 days after we have given you notice of the new amount.</del></p>	<p>We may vary the amount of recurrent charges payable from time to time (no more than once in a 12 month period):</p> <p>by giving you 14 days' notice in writing, if the increase does not exceed the <i>variation in CPI</i>, or</p> <p>by giving you at least 60 days' notice in writing and seeking and obtaining the consent of residents affected by the proposed increase or an order of the <i>Tribunal</i>, if the increase exceeds the <i>variation in CPI</i>.</p>

**F. Optional services**

Do your recurrent charges include optional services? (optional services may include, for example, meals, laundry services and home cleaning) ☐ Yes ☒ No  
~~If yes, at the time of entry, the amount of recurrent charges attributable to the provision of optional services is \$..... This amount may change in the future.~~

### G. Capital gains and losses

If you are entitled to a percentage of capital gain, or are responsible for a percentage of capital loss, this may form part of the termination payment calculated in accordance with item I.

	<b>Capital gain/capital loss structure</b> Are you entitled to a % of any capital gain? <input checked="" type="checkbox"/> Yes: <b>50%</b> <input type="checkbox"/> No Are you responsible for a % of any capital loss? <input checked="" type="checkbox"/> Yes: <b>50%</b> <input type="checkbox"/> No
<input type="checkbox"/>	<b>Different capital gain/capital loss structure [delete or cross out if not applicable]</b> (insert full details if the calculation does not fit within the above structure):

### H. Departure fee

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

☒ Yes (continue to the remainder of item H) ☐ No [delete or cross out remainder of item H]

If yes, this may form part of the termination payment calculated in accordance with item I. The departure fee is calculated on a daily basis (but does not accrue and is not payable on a daily basis). The box below shows you how your departure fee is calculated:

What is the departure fee % based on? <input checked="" type="checkbox"/> the <i>entry payment</i> <input type="checkbox"/> the <i>new entry payment</i> <input type="checkbox"/> other (provide details): .....										
<b>Departure fee structure</b> <table><thead><tr><th>Time</th><th>Percentage</th></tr></thead><tbody><tr><td>Years 1 to 3 (inclusive)</td><td>5% per year</td></tr><tr><td>Years 4 to 10 (inclusive)</td><td>3% per year</td></tr><tr><td>Years ..... to ..... (inclusive)</td><td>..... % per year</td></tr></tbody></table>		Time	Percentage	Years 1 to 3 (inclusive)	5% per year	Years 4 to 10 (inclusive)	3% per year	Years ..... to ..... (inclusive)	..... % per year	The maximum departure fee percentage you will pay is 36% if the period between the entry date and the date you <i>permanently vacate</i> is 10 years or more.
Time	Percentage									
Years 1 to 3 (inclusive)	5% per year									
Years 4 to 10 (inclusive)	3% per year									
Years ..... to ..... (inclusive)	..... % per year									

### I. Calculation of payment on or before termination of residence right

The amount payable on termination is calculated as follows:

<input checked="" type="checkbox"/>	<b>Payment on termination calculation</b> After termination of this contract (refer to Item J for specific detail about timing not otherwise addressed by this item): We will repay you the: <input type="checkbox"/> Unearned rent (refer to the additional terms for how this is calculated) <input checked="" type="checkbox"/> Loan (Item A) <input type="checkbox"/> Lease premium (Item A) We will pay you: <input checked="" type="checkbox"/> Your share of any capital gain (Item G) <input checked="" type="checkbox"/> Other (specify): <b>Adjustment of recurrent charges, if any.</b> You must pay us (or we may set off and deduct from the amounts we must pay you described in 1 and 2 above): <input checked="" type="checkbox"/> Departure fee (Item H)
-------------------------------------	---



	<input checked="" type="checkbox"/> Your share of any capital loss (Item G) <input type="checkbox"/> <del>Any non-refundable component of the entry payment (Item A)</del> <input checked="" type="checkbox"/> Any accommodation payment made by us on your behalf in accordance with the <i>retirement village laws</i> to an approved provider of an aged care facility in which you reside or propose to reside. <input checked="" type="checkbox"/> Other (specify): <b>Legal costs (refer to disclosure statement), re-lease fee of 2% of ingoing contribution (refer to Clause 1.1 of lease). Adjustment of recurrent charges and damage beyond fair wear and tear, if any.</b> <input checked="" type="checkbox"/> Despite this Item and Item J, if we are required to pay you any part of your exit entitlement in accordance with an exit entitlement order under the <i>retirement village laws</i> — (a) we must pay you the exit entitlement before your residence right is terminated or as otherwise provided by the exit entitlement order, and (b) if you are required to pay us your share of any capital loss—we may set off and deduct your share of the capital loss from the exit entitlement we pay you before your residence right is terminated or as otherwise provided by the exit entitlement order
--	--

**J. Timing for payment on termination of your residence right**

<input checked="" type="checkbox"/>	We must pay you the amount of your payment on termination of your residence right within 14 days after the date on which we receive full payment of the <i>new entry payment</i> except where we are required to pay you earlier under the <i>retirement village laws</i> .
-------------------------------------	---

If more than one resident is a party to this contract, a payment will only be made after both residents have *permanently vacated* your premises.

**K. Liability for recurrent charges for optional services on termination**

If you move out of your premises, your liability to pay recurrent charges for optional services ceases from the date you move out. If you die, your liability ends from the date we are notified. However, you will be liable for services provided before that date.

**L. Liability for recurrent charges for general services on permanent vacation of residential premises**

<input checked="" type="checkbox"/>	Except as otherwise provided by the <i>retirement village laws</i> , you must pay on and from the date you permanently vacate your residential premises— (a) the full rate for general services until whichever of the following occurs first— (i) a new resident enters into a contract with us to occupy the premises or moves into the premises, (ii) a person takes up residence in the premises with the consent of the operator, (iii) you permanently vacate the premises after receiving notice of our intention to apply to the Tribunal for an order terminating this contract,
-------------------------------------	---

(iv) if we buy the premises from you—the contracts for the purchase are exchanged, or

(b) for non-registered interest holders and registered interest holders referred to in section 7(1)(c) of the Act, the full rate for general services until whichever of the following occurs first—

(i) a circumstance referred to in paragraph (a)(i)-(iv) occurs,

(ii) 42 days immediately after the date on which you permanently vacate the premises have passed.

**M. Costs of sale**

If you appoint a person other than us or a person chosen by us as a selling agent, you must pay the selling agent's commission (if any) in full.

All other costs of sale, including commission if you appoint us or our nominee as your agent, are to be shared between you and us in the same proportion as our respective capital gain percentage.

## GENERAL TERMS

---

### 1 INTERPRETATION AND DEFINITIONS

---

#### 1.1 Interpretation

- (a) Except as otherwise provided for in the additional terms:
  - i. when the words "you" or "your" appear in this contract, it refers to the Resident and includes the Resident's executors or administrators but only to the extent necessary to enable them to discharge their duties;
  - ii. where the Resident is more than one person, the words "you" or "your" apply jointly to the Residents and to each of them.
- (b) When this contract uses the words "we", "us" or "our", it refers to the Operator and where the context allows, its employees and agents. If there is more than one operator, use of the word "we", "us" or "our" does not of itself imply any relationship between any of those operators, such as a partnership. The relationship of the operators to each other, and certain rights and obligations between each of them and you may be set out in the additional terms.
- (c) Expressions which are not defined in this contract but which have a defined meaning in the *retirement village laws* have the same meaning in this contract.
- (d) Headings and the table of contents are for convenience only and do not form part of this contract or affect its interpretation.
- (e) Unless expressly stated otherwise in this contract:
  - i. If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
  - ii. If the last day of a period of time prescribed or allowed by this contract for the doing of any thing falls on a day which is not a *business day*,  
  
the thing may be done on the first day following that day which is not a *business day*.
- (f) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (g) The meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation.

## 1.2 Definitions

**business day** means a day which is not:

- (a) a Saturday or Sunday, or
- (b) a public holiday or a bank holiday, in New South Wales.

**entry payment** means the amount of the purchase price, ingoing contribution or assignment fee payable by you as set out in the Financial Terms section of this contract.

**item of capital** means any building or structure in the village; any plant, machinery or equipment used in the operation of the village; any part of the infrastructure of the village; fixtures (e.g. benches, built-in cupboards, floor coverings, hot water systems and stoves); fittings (for example, light fittings, taps and sanitary fittings); furnishings (for example, curtains and blinds); and non-fixed items (e.g. whitegoods, portable air conditioners, fans, tables and chairs).

**new entry payment** means the amount provided by the next resident in connection with your premises after you leave.

**non-registered interest holder** means a resident who is not a *registered interest holder*.

**permanently vacate** means the occurrence of one of the following:

- (a) you (or a person on your behalf) delivers up vacant possession of your premises to us following your vacation of the premises,
- (b) the executor or administrator of your estate delivers up vacant possession of your premises to us following your death,
- (c) the *Tribunal* makes an order declaring that your premises were abandoned by you (and you are taken to have permanently vacated your premises on the day specified in the order),
- (d) if you are a *registered interest holder*, you die or move out of your premises, or
- (e) if the residence right for your premises was obtained by another person for the purpose of allowing you to live at your premises, or by a corporation, and you live at your premises with their consent, when you die or move out of the premises.

**registered interest holder** means a resident who:

- (a) is the registered proprietor of the premises,
- (b) is the owner of a lot in a strata scheme,
- (c) is the proprietor of a lot in a community land scheme,
- (d) is the owner of shares in a company title scheme for the premises, or
- (e) has a *registered long-term lease* that includes a provision that entitles the resident to at least 50 per cent of any capital gain.

**registered long-term lease** means a lease registered under the Real Property Act 1900 (NSW) that has a term of at least 50 years (including any option to renew), or is for the life of the lessee.

**rescission notice** means a notice given by you or your legal representative that says that you rescind this contract.

**retirement village laws** means:

the Retirement Villages Act 1999 (NSW), and  
the Retirement Villages Regulation 2017 (NSW),  
as amended or substituted from time to time.

**settling-in period** means the period between the date of this contract and the later of the following:

- (a) 90 days after the date on which you are entitled to occupy your premises under this contract (or other relevant contract which is a residence contract for the purposes of the *retirement village laws*), or
- (b) if you occupy the premises before you are entitled to do so under the contract described in (a), 90 days after you first occupy your premises, or
- (c) any other date that we may agree with you in writing.

**Tribunal** means the NSW Civil and Administrative Tribunal.

**variation in CPI** means the difference between:

- (a) the Consumer Price Index (All Groups) for Sydney as published by the Australian Statistician most recently before the recurrent charges were last varied or, if the recurrent charges have never been varied, as published 12 months prior to (b), and
- (b) the Consumer Price Index (All Groups) for Sydney as published by the Australian Statistician most recently before the written notice of the proposed variation is given.

## **2 COOLING-OFF PERIOD**

---

### **2.1 What is your right to terminate during the cooling-off period?**

Before midnight on the 7th *business day* after the date you gave us a signed copy of this contract you are able to rescind this contract by giving us a *rescission notice*. You waive the right to rescind if you move into your premises.

### **2.2 What will we pay you if you terminate this contract during the cooling-off period?**

If you rescind this contract during the cooling-off period, then this contract becomes void and we must repay you all money that has been paid to us under this contract by you as soon as is reasonably practicable (and no later than 1 month) after you give us the *rescission notice*.

### 3 SETTLING-IN PERIOD

---

#### 3.1 What is your right to terminate during the settling-in period?

You may terminate this contract during the *settling-in period* by *permanently vacating* your premises.

#### 3.2 What will we charge you if you terminate during the settling-in period?

If you terminate this contract during the *settling-in period*, we may only charge you:

- (a) the fair market rent, but only if you have occupied your premises,
- (b) the reasonable costs incurred by us in adding, removing or altering any fixtures or fittings, or making any renovations to your premises at your request, but only if you have occupied your premises, and
- (c) an administration fee of not more than \$200.
- (d) the cost of any repairs for damage to your premises in excess of fair wear and tear.

#### 3.3 What are we required to pay you?

If you terminate the contract within the *settling-in period*, we must refund the *entry payment* and any recurrent charges you paid us.

#### 3.4 When are we required to pay you?

We must pay you the amount you are entitled to under clause 3.3 within 14 days after the date on which we receive full payment of the *new entry payment*, except where we are required to pay you earlier under the *retirement village laws*.

### 4 DISCLOSURE STATEMENT

---

#### 4.1 What if this contract is inconsistent with the disclosure statement?

If any term of this contract (other than those which have been prescribed in the *retirement village laws*) is inconsistent, to your detriment, with the disclosure statement provided to you in accordance with the *retirement village laws*, this contract is to be interpreted (as far as practicable) as if it contained the information in the disclosure statement instead of the inconsistent term.

#### 4.2 Can I terminate if the disclosure statement is false or misleading?

If the information in the disclosure statement is false or misleading in a material particular, you may apply to the *Tribunal* within 3 months of commencing occupation of your premises, for an order allowing you to rescind this contract.

## **5 SERVICES AND FACILITIES**

---

### **5.1 Meaning of required services and facilities**

We must provide you with a particular service or facility which we are required to provide to the residents for the life of the village in accordance with the terms of our development consent (*required services and facilities*).

### **5.2 Can we change the services and facilities?**

Other than the *required services and facilities*, we may add a new service or facility or reduce, withdraw or otherwise vary the services and facilities if residents pass the change by special resolution in accordance with the *retirement village laws*.

### **5.3 What optional services will we provide you?**

A list of optional services is included in the list of services and facilities annexed to this contract. Unless Item F in the Financial Terms section indicates that *recurrent charges* includes optional services, payment for these services and facilities is on a user pays basis.

## **6 ALTERATIONS AND ADDITIONS**

---

### **6.1 Can you alter or renovate your premises?**

- (a) You may add, remove or alter any fixtures and fittings, or renovate your premises, but only with our prior written approval which we will not unreasonably refuse. We may include reasonable conditions in our consent. If we do not consent to your proposal, you may apply to the *Tribunal* to seek an order allowing you to proceed with your proposal.
- (b) Despite (a), our consent is not required to remove or alter any fixtures or fittings that were added by you unless the removal or alteration of the fixtures or fittings is likely to cause significant damage to the premises.

## **7 REPAIRS, MAINTENANCE AND CAPITAL REPLACEMENT**

---

### **7.1 Can you request repairs?**

You may request us to carry out necessary repairs and maintenance to your premises if we are responsible for those repairs and maintenance under the *retirement village laws* or the terms of this contract.

### **7.2 What repairs and maintenance are we responsible for?**

Subject to clause 7.3, we must maintain each *item of capital* for which we are responsible in a reasonable condition, having regard to:

- (a) the age of the item,
- (b) the prospective life of the item,

- (c) the money paid to us by the residents under a village contract (including entry payments), and
- (d) the amount of money available to be used for the purpose of maintenance in accordance with the approved annual budget for recurrent charges.

### **7.3 What repairs and maintenance are we not responsible for?**

We are not responsible for *items of capital* that:

- (a) you own, or
- (b) require repair because of damage (fair wear and tear excepted) caused by you or a person that you invited to the village, or
- (c) are association property under a community land scheme, or
- (d) are common property under a strata scheme.

### **7.4 What general obligations do you have in relation to repairs and maintenance?**

- (a) You must notify us of the need for maintenance to be carried out on, or the replacement of, an *item of capital* for which we are responsible and that is located within your premises as soon as you become aware of the need for the maintenance or replacement of the item.
- (b) You must reimburse us in respect of any damage (other than fair wear and tear) caused by you or a person you invited to the village to an *item of capital* for which we are responsible.
- (c) You must not hinder or obstruct us or a person authorised by us from carrying out capital maintenance or capital replacement in respect of an *item of capital* for which we are responsible.

### **7.5 Who is responsible for the replacement of items of capital?**

We must bear the cost of capital replacement in respect of an *item of capital* for which we are responsible under the *retirement village laws*.

## **8 OPERATOR'S ACCESS TO PREMISES**

---

### **8.1 When may we access the premises?**

We (or anyone authorised by us), may access your premises at any reasonable time in the following circumstances:

- (a) if you consent, or
- (b) in an emergency, or if we have reasonable cause for concern about the health or safety of a person that we believe is on your premises, or
- (c) to carry out urgent repairs, or
- (d) to carry out general maintenance, but only if we have given you 7 days' notice, or



- (e) if the *Tribunal* orders you to give us access, or
- (f) in any other circumstances that may be prescribed from time to time under the *retirement village laws*.

## **9 VILLAGE RULES**

---

### **9.1 How do the village rules apply?**

If there are village rules:

- (a) you must comply with the village rules and use your best endeavours to ensure compliance with the village rules by any person who is lawfully in your premises or who you invite to the village, and
- (b) we must comply with the village rules and use our best endeavours to ensure compliance with the village rules by our residents, our tenants, employees and any other person that we invite to the village.

### **9.2 What if a village rule is inconsistent with this contract?**

If a village rule is consistent with the *retirement village laws* but inconsistent with a term of this contract, the village rule prevails to the extent of the inconsistency.

## **10 GENERAL BEHAVIOUR OF OPERATOR AND RESIDENT**

---

### **10.1 What are your general obligations?**

You must:

- (a) not interfere or cause or permit interference, with the reasonable peace, comfort or privacy of another resident, and
- (b) respect our rights and the rights of our agents and employees, to work in an environment free from harassment or intimidation, and
- (c) not act in a manner that adversely affects the health and safety of persons working in the village.

### **10.2 What are our obligations?**

We must:

- (a) not interfere or cause or permit interference, with the reasonable peace, comfort or privacy of a resident, and
- (b) take all reasonable steps to ensure that all residents meet their obligations under their contracts, the village rules and the *retirement village laws*, so that a resident does not unreasonably interfere with the peace, comfort and quiet enjoyment of other residents, and
- (c) not interfere with the right of any resident to autonomy over the resident's personal, financial and other matters and over his or her possessions, and
- (d) not inhibit any resident from exercising self-reliance in matters relating to the resident's personal, domestic and financial affairs, and

- (e) use our best endeavours to ensure that each resident lives in an environment free from harassment and intimidation.

## **11 TERMINATION**

---

### **11.1 When does your right to occupy your premises end?**

This contract terminates and your right to occupy your premises ends on the earliest of the following dates:

- (a) the date on which you *permanently vacate* your premises,
- (b) the date of disclaimer (for example, if we accept your renunciation of this contract),
- (c) the date of the death of the last surviving resident under this contract,
- (d) the date specified by the *Tribunal*,
- (e) if we give you a notice that we are terminating this contract because it has been frustrated (for example, because the premises become uninhabitable), on the 8<sup>th</sup> day after the date specified in the notice,
- (f) if an exit entitlement order is made by the Secretary in relation to your premises, the date on which we pay you the amount required under the order, or
- (g) any earlier date of termination specified in the additional terms.

### **11.2 When can we terminate this contract?**

- (a) We can only terminate this contract, for the following reasons, if we obtain a decision from the *Tribunal* to allow the termination:
  - i. on the grounds of your physical or mental incapacity, or
  - ii. for breach of contract or a village rule, or
  - iii. if you are causing serious injury or damage to any part of the village, our employees or to any other resident, or
  - iv. for upgrade or change of use of the village.
- (b) We may give you a notice of termination if this contract has been frustrated (i.e. if your premises are, otherwise than as a result of a breach of this contract, destroyed or rendered wholly or partly uninhabitable or cease to be lawfully usable for the purpose of a residence or are appropriated or acquired by any authority by compulsory process). You may seek an order of the Tribunal preventing the termination of the contract on this basis if you consider that the premises have not been rendered wholly or partly uninhabitable (as the case may be).

## **12 FINDING A NEW RESIDENT WHEN YOU LEAVE**

---

### **12.1 Who sets the asking new entry payment?**

You may set the asking *new entry payment* and if you do, you must notify us as soon as reasonably practicable of:

- (a) the amount you set as the asking *new entry payment*, and
- (b) any changes you make to the amount you have set as the asking *new entry payment*.

### **12.2 Are you entitled to appoint a selling agent of your choice?**

You may appoint a selling agent of your choice provided that the selling agent is licensed as a real estate agent in New South Wales if required by law. You may appoint us if we are eligible to be appointed.

## **13 ASSIGNMENT AND SUBLETTING YOUR PREMISES**

---

### **13.1 Can you assign this contract?**

You may not assign this contract without notifying us and obtaining our consent.

### **13.2 Can you sublet your premises?**

- (a) You may let or sublet your premises under a residential tenancy agreement provided that:
  - i. the tenant is a retired person who is eligible under the *retirement village laws* to move into a retirement village, and
  - ii. the term, together with any option to renew, is not more than 3 years, and
  - iii. you have given us written particulars of:
    - A. the name and age of the proposed tenant or subtenant, and
    - B. the term of the proposed residential tenancy agreement, and
    - C. such other matters in relation to the proposed agreement as we may reasonably require,and we have consented in writing to the residential tenancy agreement.
- (b) We must apply for an order of the *Tribunal* if we refuse to give you consent.

## **14 TEMPORARY ABSENCE**

---

### **14.1 What happens if you are temporarily absent from your premises?**

If you plan to be away from the village for more than 28 days you must let us know. You will not be liable to pay recurrent charges for optional services for the days you are away after 28 days of absence.

## **15 CONDITION OF PREMISES ON TERMINATION**

---

### **15.1 In what condition must you leave the premises?**

You are not liable to pay for the cost of any improvement to your premises in excess of that required to reinstate your premises to the condition it was in when you commenced occupation (fair wear and tear excepted).

## **16 NOTICES**

---

### **16.1 How are notices given and received?**

- (a) A notice or other document given to you under this contract may be given:
  - (i) by delivering it personally to you, by sending it by post to the residential premises occupied by you and addressed to you, or in such other manner as may be approved by the *Tribunal*, and
  - (ii) provided that it is not a termination notice, by leaving it in the mailbox at your last known address (rather than sending it by post), sending it to the email address you have provided or giving it to any person apparently at or above the age of 16 years at your residential premises in the retirement village.
- (b) A notice or other document given to us under this contract may be given:
  - (i) by delivering it personally to us, by sending it by post to our usual place of business, or in such other manner as may be approved by the *Tribunal*, and
  - (ii) provided that it is not a termination notice, by leaving it in the mailbox at our last known address (rather than sending it by post), sending it to our email address or giving it to one of our employees.
- (c) The *retirement village laws* set out the specific requirements for the giving of notices to protected persons within the meaning of the *NSW Trustee and Guardian Act 2009* and to operators in receivership or administration and those requirements also apply to this contract.
- (d) A notice given to a person in accordance with this clause is treated as having been given and received:
  - (i) if delivered in person, by hand or by email, on the day of delivery, or
  - (ii) if sent by post (unless evidence sufficient to raise doubt is adduced to the contrary), on the second *business day* after it was posted, or

- (iii) if given in a manner approved by the *Tribunal*, when the *Tribunal* deems it to have been given and received.
- (e) A party may change its address for service by giving notice of that change to each other party.
- (f) A notice given to a person you have appointed as your agent to receive notices in accordance with the *retirement village laws* will be deemed to have been given to you, if given in accordance with this clause.

## **17 CHANGES IN CONTRACT**

---

### **17.1 Can our rights and your rights under this contract be changed?**

- (a) You are not obliged to agree to amend or terminate this contract and enter into a new one because of changes in legislation (unless the legislation requires the amendment or termination) or for any other reason.
- (b) If we propose a change to this contract we must pay the reasonable costs of a legal practitioner of your choosing to explain the proposed change to you and to provide a certificate in accordance with the requirements of the *retirement village laws*.
- (c) Your rights and responsibilities and our rights and responsibilities under this contract may change if the *retirement village laws* are amended.

## **18 DISPUTE RESOLUTION**

---

### **18.1 How are disputes resolved?**

If a dispute arises between you and us or between you and another resident we encourage you to notify us so we can try to resolve it but you do not have to do so if you do not wish to. If there is a dispute you may:

- (a) seek information from NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or by calling 13 32 30, or
- (b) apply to the *Tribunal* for an order to be made under the *retirement village laws*.

You are not required to notify us before you do so.

### **18.2 Where can I get information if I have a dispute?**

If a dispute arises, you may seek information from NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or by calling 13 32 20.

## ADDITIONAL TERMS

NOTE: ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE BEFORE YOU SIGN THIS CONTRACT.

Additional terms may be inserted here, but only if:

- (a) they do not contravene the *retirement village laws* or any other law, and
- (b) they are not inconsistent with the standard terms prescribed under the *retirement village laws*.

## **ADDITIONAL TERMS**

### **19. GRANT OF LEASE**

---

We will grant and you will take a lease of the Villa subject to the provisions of the lease and subject to the provisions of this contract. The lease will commence on the Commencing Date.

### **20. COMMENCING DATE**

---

- (a) We intend that the premises will be ready for occupation on [ ].
- (b) The commencing date is to be within the period commencing [ ] and [ ].

### **21. COMPLETION OF LEASE**

---

The lease and this contract shall be prepared by our solicitors. You must sign this contract and the lease and provide them to our solicitors with the lease registration fee. On or after the commencing date, which must not be less than 14 days after you or your solicitor receives this contract, our solicitors will complete the lease by inserting:

- (a) The commencing date as determined by this contract;
- (b) The date of the lease; and
- (c) The completed condition report.

### **22. EXTRA WORKS FOR THE LESSEE**

---

- (a) If you desire any alterations to your Villa, we may, if we so desire and in our absolute discretion and at your entire non-refundable cost, carry out the works provided that you pay us the cost before we commence the work.
- (b) Any alterations to which we agree shall be carried out by us or our contractors.
- (c) We may require you to pay to us in advance all fees payable to any local or statutory authority and all other costs incurred by us pursuant to this Clause.
- (d) This Clause continues to apply despite commencement of the lease.

## **23. YOUR FIXTURES**

---

In carrying out work by you to install your fixtures:

- (a) Your contractors and employees, who we must authorise and approve in writing, may enter the Villa only at times we permit to install your fixtures and only if you and your contractors do not interfere with us or our contractors ("the licence").
- (b) You must at all times comply with the ordinances and by-laws of Lithgow City Council and with all applicable statutes and with all rules, regulations, by-laws, orders and directions of every competent authority and shall pay promptly all applicable fees and charges payable to any authority.
- (c) You must repair and make good any damage which may be caused to the Villa or Treeview Estates which is caused either directly or indirectly as a result of your work.
- (d) You must indemnify and at all times hold us indemnified from and against all claims demands and expenses of every description which we may suffer or incur in connection with or arising directly or indirectly from you being on or carrying out work on Treeview Estates or the Villa.
- (e) If you breach any of the provisions of this clause, we may revoke the licence to enter Treeview Estates or alternatively may at our option revoke the licence to enter in respect of any particular person who may have acted in breach of the provisions of this clause.
- (f) You must not fix any materials, machinery or anything whatsoever to the Villa without having first obtained our consent in writing. Any such fixing by you shall only be made to or from the structural framework of the Villa. In particular the type and location of any air conditioning or heating unit, blind or external fixture must be first approved in writing by us.
- (g) Any items which you install in the Villa pursuant to this Clause will, unless there is a written agreement with us to the contrary, remain your property – the maintenance, repair and replacement of which will remain your responsibility. Unless we agree with you in writing to the contrary, you must, prior to the termination of your lease, remove the items installed pursuant to this Clause and make good.
- (h) This Clause continues to apply, despite commencement of the lease.



## 24. NON-ASSIGNMENT

Your rights duties and obligations under this contract are personal to you and shall not be capable of being assigned without our prior written consent.

## 25. DEPOSIT, LOAN AND REGISTRATION FEES

- (a) On or before the execution of this contract you shall pay to our solicitors' trust account a total deposit of \$[ ].
- (b) On the commencing date, you must pay us \$[ ] which, when added to the deposit referred to in Clause 25(a), shall make up the Ingoing Contribution referred to in the lease;
- (c) On the commencing date, you must pay to our solicitors' trust account the PEXA online conveyancing fee of **\$44.22** and the NSW Land Registry Services' lease registration fee of **\$147.70**; and
- (d) By executing this contract, you authorise our solicitors to account to us for the Ingoing Contribution and to pay the fees referred to in sub-Clause (c).

## 26. YOUR DEFAULT

If you do not comply with any of the terms of this contract and your breach continues for more than 14 days after either we or our solicitors serve on you a notice in writing specifying the breach, we may terminate this contract and:

- (a) We shall be entitled to recover from you all loss, damage and expense incurred or suffered by us by reason of your breach;
- (b) You shall cease to have any interest of any kind in the Villa or Treeview Estates.

provided that such termination of this contract and the other provisions of this clause shall be without prejudice to any other of our rights and remedies that may exist prior to the date of termination.

## 27. JOINT AND SEVERAL LIABILITY

If you are more than one person each of you will be bound by this contract separately and all of you will be bound by this contract together.

## 28. TERMINATION OF THIS CONTRACT

Prior to the commencing date of the lease:

- (a) You or your executors may, by written notice to us, terminate this contract if you or, when you are more than one person either of you die or become permanently incapacitated so as to be not capable of caring for yourself, or where we agree in writing to such termination.
- (b) On receipt of the notice referred to in sub-Clause 28(a), together with proof satisfactory to us of the facts stated in the notice, we shall direct our solicitors to refund all money held by them under this contract and the money shall be refundable only to:
  - (i) In the case of termination of this contract on the death where you are one person or the survivor (where you were more than one person) to your legal personal representative or the legal personal representative of the survivor (as the case may be);
  - (ii) In the case of termination of this contract other than on death of one person or a survivor (including termination by notice or on default by either party):
    - (1) Where you are one person at the date of termination – to you;
    - (2) Where you are more than one person at the date of termination – to all of you jointly;
  - (iii) To such person as is named in any written direction given to us not later than the notice of termination signed by you or where you are more than one person, all of you, being a direction expressed to be irrevocable except by a further written direction to us signed in the same manner and given to us not later than the notice of termination.

## **29. NOTICES**

---

In addition to the methods of service of notices in Clause 16 of the standard village contract, where you have nominated a solicitor, any such notice may be served on you by forwarding the notice to your solicitor in the post or Document Exchange System.

## **30. ADDITIONAL INCLUSIONS**

---

In addition to those items listed in the relevant paragraph of the Schedule of Inclusions, the Villa shall contain:

### **31. CAVEAT ON TITLE**

---

You must not enter any caveat on the title to the land unless the form and content is first submitted to and approved of in writing by our solicitors.

### **32. OCCUPATION PRIOR TO COMPLETION**

---

- (a) Normally, the commencing date is the date you pay the amounts:
  - (i) referred to in Clause 25(a) and (b); and
  - (ii) payable to us under other agreements (if any).
- (b) We may permit you to occupy the Villa before the payments are made.
- (c) Before you occupy the Villa under this Clause you or your solicitor must nominate a date in writing that the payments are to be made.
- (d) If the payments are not made on the nominated date you must pay interest at the rate of 12% per annum on unpaid payments from the nominated date until the payments and the interest are paid.
- (e) Despite any other provisions in this contract, if you take occupation prior to the date the payments are made, the commencing date will be the date of occupation.

### **33. OCCUPATION CERTIFICATE**

---

We will provide you with an Occupation Certificate issued by Lithgow City Council before the commencing date.

### **34. CONDITIONAL ON SALE**

---

This contract is subject to you entering into a contract for the sale of [ ] on or before [ ] or any extension granted by us and should such contract not be entered into by the later of these dates then either party may cancel this contract and we will direct our solicitors to refund the full deposit to you.

### **36. NON-MERGER**

---

Rights under this statutory standard village contract shall continue after the lease commences.

## ANNEXURES

---

The following documents are annexed to this contract (tick whichever applicable):

- ☒ a copy of the disclosure statement that we gave you (mandatory)
- ☒ your premises condition report (mandatory unless your premises are not yet constructed, you are a *registered interest holder* or you are moving into premises with a current resident)
- ☒ a list of services and facilities we provide (mandatory) – **See Schedule “A” of the lease**
- ☒ the village rules (if any) (mandatory) – **See Schedule “B” of the lease**
- ☒ a list of inclusions
- ☐ a list of exclusions
- ☒ the village site plan
- ☒ your premises floor plan
- ☒ other (specify): copy of the lease

**EXECUTED** as a deed

**Signed by the Resident(s)**  
**Resident 1**

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

**Resident 2**

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

\_\_\_\_\_  
Signature of Resident 1

\_\_\_\_\_  
Signature of Resident 2

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness (Resident 1)

\_\_\_\_\_  
Signature of Witness (Resident 2)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Signed on behalf of **TREEVIEW ESTATES  
PTY LIMITED** (ACN 116 622 667) by  
**ANDREW RICHARD DENBY EVETTS**  
pursuant to Power of Attorney registered  
Book 4779 No 690 in the presence of:

.....  
Andrew Richard Denby Evetts

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

# DISCLOSURE STATEMENT

*Retirement Villages Act 1999, section 18(3A)*

This disclosure statement is required to be given to you at least 14 days before you enter into a village contract. It contains important information about this village.

You should read this disclosure statement carefully. It is important that you understand this information and what it means for you. You should seek independent legal or financial advice if you are unsure about any details. Your village contract will contain more detail about some of the matters covered in this disclosure statement.

If you enter into a village contract, a seven business day cooling-off period will generally apply, if you change your mind. The law also provides a 90-day settling-in period during which you may terminate the contract. Despite these protections, you should think carefully if living in a retirement village is right for you, and if so whether you have found the right premises, before you sign a contract.

For information on your rights and responsibilities under the retirement village laws, contact NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20.

Name of village:

Treeview Estates Retirement Village

Premises in which you have expressed an interest:

Villa #

Amount of ingoing contribution/  
purchase price for the premises:

\$

Current rate of recurrent charges  
for the premises:

\$

per month

Share of any capital gains  
payable to you on termination:

50%

Formula for departure fee  
payable by you on termination:

5% of your ingoing contribution for each of the first three years and then 3% of your ingoing contribution for each of the next seven years.

\* Other fees and charges may apply. For further details ask the operator or refer to the draft village contract.

**Note:** If for any of the above the answer is not applicable, write NA in the box provided.

Average resident comparison  
figure:

\$

**Note:** The average resident comparison figure is indicative only and is based on assumptions that may differ from your individual circumstances. You can use this figure to more easily compare the costs of different village contracts, but it should not be relied on in place of the terms of your contract. This figure may not reflect the actual costs payable by the resident. For further information contact NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20.

## 1. VILLAGE CONTRACTS

To become a resident you will need to enter into: (tick those applicable)

- ☒ a village contract  
☐ a contract for sale of the premises  
☒ other: (specify, including the name of the contract and its purpose)

### Lease to give resident a registered interest

**Note:** An operator cannot by law enter into a village contract with you earlier than 14 days after you or your representative have been given a copy of the contract. You should use this time to read the contract carefully and seek independent advice, if needed.

## 2. DOCUMENTS YOU MUST PROVIDE

Will you have to provide any documents or reports before or at the time of signing a village contract? ☒ Yes ☐ No

*If yes, give details of what documents are required and who will have access to them:*

**Letter of Intent – village manager, sales staff and village's solicitors**

## 3. VILLAGE DEVELOPMENT

Is the village fully or partially completed, or still to be built? **Partially completed**

*If the village is only partially completed or still to be built give particulars of all proposed stages, including the estimated date of completion, the number of premises and whether development consent has been obtained:*

Stage	Number of Premises to be built	Estimated Completion Date	Development Consent
8	12	2022	YES

## 4. VILLAGE MANAGEMENT

Name of operator: **Treeview Estates Pty Limited (ACN 116 622 667)**

Does the entity who manages the village also own the land? ☒ Yes ☐ No

*If no, give details of who owns the land: .....*

Is any operator currently subject to any form of insolvency administration, such as receivership or being operated by a court appointed administrator? ☐ Yes ☒ No

*If yes, give details: .....*

The law requires operators to hold annual management meetings with residents. In what month are these meetings usually held at this village? **October**

## 5. VILLAGE SERVICES AND FACILITIES

Are there any plans to introduce a new service or facility in the village? ☐ Yes ☒ No

*If yes, specify the service or facility concerned and the date by which it is to be provided or made available:*

Does the development consent require that a particular service or facility be provided for the life of the village? ☐ Yes ☒ No

*If yes, specify: .....*

Are there any current proposals to reduce or withdraw a service or facility in the village?  
☐ Yes ☒ No

*If yes, give details of the proposal: .....*

Are there any services or facilities currently available in the village payable on a user pays basis and not covered by my recurrent charges? ☒ Yes ☐ No

*If yes, list the services or facilities and their current cost:*

Service Name	Cost	Service Name	Cost
Hairdresser	\$15.00 to \$100.00	Gentle Exerciser	\$10 per class
Villa Cleaning	\$25.00 to \$50.00	Massage Therapist	Treatment Specific
Podiatrist	Treatment Specific		
Caravan Parking Space – Availability is via waitlist only, in order of receipt. Cost is \$10 per week subject to change.			

Are any facilities in the village available or proposed to be made available for use by non-residents? ☒ Yes ☐ No

*If yes, specify: Visitor parking outside the Lifestyle Centre for a small number of community meetings*

## 6. FINANCIAL MANAGEMENT

The financial year of the village is from **1<sup>st</sup> of July to 30<sup>th</sup> of June**

Have residents of the village consented to any of the following?: (tick all applicable)

- ☐ not receiving a proposed budget each year
- ☐ not receiving quarterly accounts of income and expenditure
- ☐ not having the annual accounts of the village audited

**Note:** These consents can only be given if the total recurrent charges for the village for the year are less than \$50,000.

Details of the surplus/deficit in the annual accounts for the last three financial years:

Financial year ending	Amount
<b>2018</b>	\$8,927 deficit
<b>2019</b>	\$1,356 deficit
<b>2020</b>	\$3,452 deficit

**Note:** Under the retirement village laws any deficit must generally be made good by the operator.

Does the village have a capital works fund for capital maintenance? ☒ Yes ☐ No

*If yes, the balance in the fund at the end of the last financial year was: \$51,964.31*

In which month/s are recurrent charges usually varied? **July**



Are variations in recurrent charges linked to a fixed formula? ☐ Yes ☒ No

*If no, the recurrent charges for the premises you are interested in over the last 3 financial years have been as follows:*

Financial year ending	Actual rate of monthly recurrent charges	\$ change from previous year	% change from previous year
2020	\$433.90 (Couple)	\$35.90	9.0% increase
2021	\$447.00 (Couple)	\$13.10	3.0% increase
2022	\$460.50 (Couple)	\$13.50	3.0% increase

**Note:** Previous increases are not necessarily an indication of future increases.

## 7. INSURANCE

The retirement village is insured as follows:

Type	Amount	Insurer	Period
Broadform Liability	\$20,000,000	QBE Insurance (Aust)	Apr21 – Apr22
Building	\$38,576,000	JLT (RVA Villages) Discretionary Trust	Apr21 – Apr22
Personal Accident	\$100,000	Chubb Insurance Aust	Apr21 – Apr22
Motor Vehicle	Market Value	Zurich Australian Insurance Ltd (EDI BP)	Apr21 – Apr22

## 8. PAYMENT FOLLOWING TERMINATION OF CONTRACT

Were all payments due to outgoing or former residents in the last financial year made in full and on time? ☒ Yes ☐ No

*If no, give reasons: .....*

Will there be any mortgage, lien or other charge on or over the land that will apply when you first have a right to occupy your premises (excluding the statutory charge under the retirement village laws)? ☒ Yes ☐ No

*If yes, give details: **Mortgage to Bendigo and Adelaide Bank.***

**Note:** In strata and community title villages 'land' refers to the unit or lot. For non-strata villages, 'land' means the village land.

How many premises were vacant as at the end of the last financial year? **8**

*Comment:*

How many premises were reoccupied during the last financial year? **4**

*Comment:*

## 9. SECURITY AND SAFETY

Does the premises you are interested in have a security screen door? ☒ Yes ☐ No

Are all the windows of the premises fitted with key operated locks? ☒ Yes ☐ No

Does the premises have smoke alarm/s as required by law? ☒ Yes ☐ No

Has the operator been notified of any residential premises in the village having been broken into over the last two years? ☐ Yes ☒ No

Are the premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs? ☒ Yes ☐ No ☐ Partially

Does the village have a village emergency system that enables residents to summon assistance in an emergency? ☒ Yes ☐ No

*If yes, provide details: **Externally monitored 24/7 by Blue Force Pty Ltd***

Does the operator have a master key or copies of keys to all residential premises for use in an emergency? ☒ Yes ☐ No

## 10. COMPLIANCE WITH LEGISLATION

Has the operator been convicted of an offence under the retirement village laws? ☐ Yes ☒ No

*If yes, give details of the offence and amount of penalty: .....*

Has the operator complied with all requirements of any development consent relating to the village?

☒ Yes ☐ No

*If no, give details: .....*

Has the village been registered as required by the retirement village laws?

☒ Yes ☐ No

*If no, give details of the delay: .....*

## 11. DISPUTE RESOLUTION

Does the village have an internal system for resolving disputes? ☒ Yes ☐ No

*If yes, specify: **Complaint and Internal Dispute Resolution Procedure***

Are there any outstanding orders of the Consumer, Trader and Tenancy Tribunal or a court involving the village which the operator has not complied with? ☐ Yes ☒ No

*If yes, specify: .....*

## 12. MORE INFORMATION

You have the right to ask for a copy of, or to inspect, any or all of the following documents free of charge:

- a site plan for the village
- plans showing the location, floor plan and significant dimensions of residential premises available in the village
- examples of all contracts that you may be required to enter into
- the village rules (if any)
- the budgets for the last 3 financial years of the village, the current financial year, and the next financial year (if available)
- the annual accounts for the village for the last 3 financial years
- the most recent quarterly accounts of the income and expenditure of the village (unless the residents have consented to not receiving these)

- the trust deed for any trust fund into which money paid by residents is deposited
- the terms of any development consent, if the village is not complete or if the development consent requires a particular service or facility to be provided for the life of the village
- if the village has a capital works fund, statements showing the balance as at the end of each of the last 3 financial years of the village, and the most recent quarter
- the village's waiting list policy, if relevant
- court or Tribunal decisions from the last 5 years in which the operator and the Residents Committee were a party
- copies of certificates of currency of insurance
- the last annual safety inspection report for the village
- the company's constitution and replaceable rules (*company title villages only*)
- the management statement, management agreement and minutes of the most recent annual general meeting (*community land scheme villages only*)
- the by-laws, management agreement and minutes of the most recent annual general meeting (*strata scheme villages only*)
- a detailed list of all currently available/vacant premises in the village
- other (specify) .....

**This disclosure statement was:**

- ☐ given personally  
☐ sent by post  
☐ other (specify) .....

Date given/posted:

Name of prospective resident/s:

Was this statement given to a person acting on behalf of the prospective resident/s?

☐ Yes      ☐ No

If yes, name of acting person:

The operator warrants that, to the best of the operator's knowledge, the information contained in this statement is true and accurate at the time it is provided.

Signed by operator

Print Name

Date

### 13. STANDARD FEES AND CHARGES

The table below is a summary of the fees and charges in your retirement village contract. Use this Table with NSW Fair Trading's Retirement Villages Calculator to help you understand the cost of this retirement village. For more information or to use the calculator, visit [rvcalculator.fairtrading.nsw.gov.au](http://rvcalculator.fairtrading.nsw.gov.au).

#### PROPERTY DETAILS

Postcode where retirement village is located:	2790
Is the unit attached to other units in the village:	YES / NO
Title of the property:	Lease (50 years or more) Registered Interest Holder

#### ENTRY FEES

Entry Payment: (This is a one-off fee, excluding the items below)		\$
Other entry fees:  <i>If none, put \$0 and strikethrough</i>	<del>Parking Space:</del>	\$ 0
	<del>Garage:</del>	\$ 0
	<del>Storage Area:</del>	\$ 0
	Furniture:	\$
	Other:	\$

#### ONGOING FEES

Total recurrent charges:	\$	per month
Optional services of:	\$ 0	are included
Strata levies:	\$ 0	per month

#### CAPITAL GROWTH

Share of capital gain	50%
Share of capital loss	50%

#### EXIT FEES

Departure fee is based on:	Entry payment			
Departure fee structure:	Years			Fee percentage:
	1	to	3	5% per year
	4	to	10	3% per year
Administration Fee:				\$0
Re-Lease Fee:				\$
Legal Costs:				\$1,650.00
Government and other charges				\$169.65

# RESIDENTIAL PREMISES CONDITION REPORT

Retirement Villages Act 1999, section 38

Address of  
residential premises:

Date of inspection:

## How to complete this report:

- 1 The operator, or an agent or employee of the operator, must inspect the premises and complete this report in accordance with these directions.
- 2 The report is to be completed in the presence of the prospective resident (or a person nominated by the prospective resident).
- 3 The report must be completed to the best of the operator's knowledge (or, if the inspection is carried out by an agent or employee of the operator, to the best of that agent's or employee's knowledge).
- 4 During an inspection of the premises, the operator (or agent or employee of the operator) and prospective resident (or person nominated by the prospective resident) must record the condition of the premises by indicating whether the particular room is clean, undamaged and in working, by placing "Y" or "Yes" or "N" or "No" in the appropriate column and by including comments on the condition of the item where relevant. Photographs may be attached detailing the condition of the premises. If required, additional pages may be attached to list all other fixtures, fittings, furniture or household items supplied with the premises, clearly labelling the room to which the additional items relate.
- 5 If a required date is not known, an approximate date must be given and identified as such.
- 6 No less than 14 days must be allowed for the prospective resident (or the prospective resident's nominee) to examine the report and suggest changes to it.
- 7 The report must be signed by the operator (or, if the inspection is carried out by an agent or employee of the operator, by that agent or employee). The prospective resident (or the prospective resident's nominee) must also sign the report if he or she agrees with it.
- 8 The condition report must be completed and provided to the prospective resident:
  - (a) at least 14 days before the operator and the prospective resident enter into a village contract, or
  - (b) if the premises are still being constructed, at least 14 days before the prospective resident occupies the premises.
- 9 A copy of the condition report must be annexed to the first village contract that the prospective resident enters into with the operator.

## CONDITION REPORT

Entrance / Hall	Clean	Undamaged	Working	Comments
Front door				
Screen door				
Walls / picture hooks				
Doorway frames				
Windows / screens / locks				
Ceiling				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Skirting boards				
Floor coverings				
Other				
Lounge room	Clean	Undamaged	Working	Comments
Walls / picture hooks				
Doors / doorway frames				
Windows / screens / locks				
Ceiling				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Skirting boards				
Floor coverings				
Other				
Dining room	Clean	Undamaged	Working	Comments
Walls / picture hooks				
Doors / doorway frames				
Windows / screens / locks				
Ceiling				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Skirting boards				
Floor coverings				
Other				

Kitchen	Clean	Undamaged	Working	Comments
Walls / picture hooks				
Doors / doorway frames				
Windows / screens / locks				
Ceiling				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Skirting boards				
Floor coverings				
Cupboards / drawers				
Bench tops / tiling				
Sink / taps / disposal unit				
Stove top / hot plates				
Oven / griller				
Exhaust fan / range hood				
Refrigerator				
Microwave				
Dishwasher				
Other				
Bedroom 1	Clean	Undamaged	Working	Comments
Walls / picture hooks				
Built in wardrobe / shelves				
Doors / doorway frames				
Windows / screens / locks				
Ceiling				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Skirting boards				
Floor coverings				
Other				
Bedroom 2	Clean	Undamaged	Working	Comments
Walls / picture hooks				
Built in wardrobe / shelves				
Doors / doorway frames				
Windows / screens / locks				
Ceiling				

Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Skirting boards				
Floor coverings				
Other				
<b>Bedroom 3</b>	<b>Clean</b>	<b>Undamaged</b>	<b>Working</b>	<b>Comments</b>
Walls / picture hooks				
Built in wardrobe / shelves				
Doors / doorway frames				
Windows / screens / locks				
Ceiling / light fittings				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Skirting boards				
Floor coverings				
Other				
<b>Bathroom</b>	<b>Clean</b>	<b>Undamaged</b>	<b>Working</b>	<b>Comments</b>
Walls / tiles				
Floor tiles / floor coverings				
Doors / doorway frames				
Windows / screens / locks				
Ceiling				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Bath / taps				
Shower / screen / taps				
Shower seat				
Hand held shower hose				
Sink / taps				
Mirror				
Cabinet				
Vanity				
Towel rails				
Grab rails				



Toilet / cistern / seat				
Toilet roll holder				
Exhaust fan / vent				
Other				
<b>Laundry</b>	<b>Clean</b>	<b>Undamaged</b>	<b>Working</b>	<b>Comments</b>
Walls / tiles				
Floor tiles / floor coverings				
Doors / doorway frames				
Windows / screens / locks				
Ceiling				
Light fittings				
Blinds / curtains				
Light switches				
Power points / switches				
Washing machine / taps				
Exhaust fan / vent				
Washing tub				
Dryer				
Other				
<b>Security / Safety</b>	<b>Clean</b>	<b>Undamaged</b>	<b>Working</b>	<b>Comments</b>
External door locks				
Window locks				
Other security devices				
Smoke alarms				
Electrical safety switch				
Other				
<b>General</b>	<b>Clean</b>	<b>Undamaged</b>	<b>Working</b>	<b>Comments</b>
Heating / air conditioning				
Staircase / handrails				
Balcony / porch / deck				
Garden				
Lawns / edges				
Clothesline				
Garbage bins				
Garage				
Carport				
Storeroom				
Shed				
Hot water system				
Gutters / downpipes				

What keys are provided with the premises? *List:*

--

If the premises has carpet, when was it laid?

--

If the premises has blinds or curtains, when were they installed?

--

When was the kitchen installed?

--

When was the bathroom last renovated?

--

Is electricity available to be connected by the resident?

YES
-----

Will the resident be separately billed by the supply authority for electricity charges relating to the premises?

YES
-----

If yes, the electricity meter reading is:

--

Is gas available to be connected by the resident?

YES
-----

Will the resident be separately billed by the supply authority for gas charges relating to the premises?

YES
-----

If yes, the gas meter reading is:

--

Will the resident be separately billed by the supply authority for water usage charges relating to the premises?

YES
-----

If yes, the water meter reading is:

--

Is there a telephone line installed on the premises available to be connected by the resident?

YES
-----

Is there the ability for the resident to connect to the internet?

YES
-----

If yes, is the village connected to the NBN?

NO
----

Are there any signs of mould/dampness?

Yes / No
----------

Are the premises generally clean and free of rubbish?

Yes / No
----------

Are there any signs of fleas, cockroaches, ants or other pests?

Yes / No
----------

**Promised improvements/repairs:**

Has the operator undertaken to do any improvements/repairs to the premises? Yes / No

Work to be undertaken	Estimated completion date

**Prospective Resident Comments:**

*Please make comments about the condition report above if you have noted something incorrect or disagree with.*

[illegible]

Signature of operator or operator's nominee

Printed name of operator or nominee

Date \_\_\_\_\_

Signature of prospective resident or prospective resident's nominee

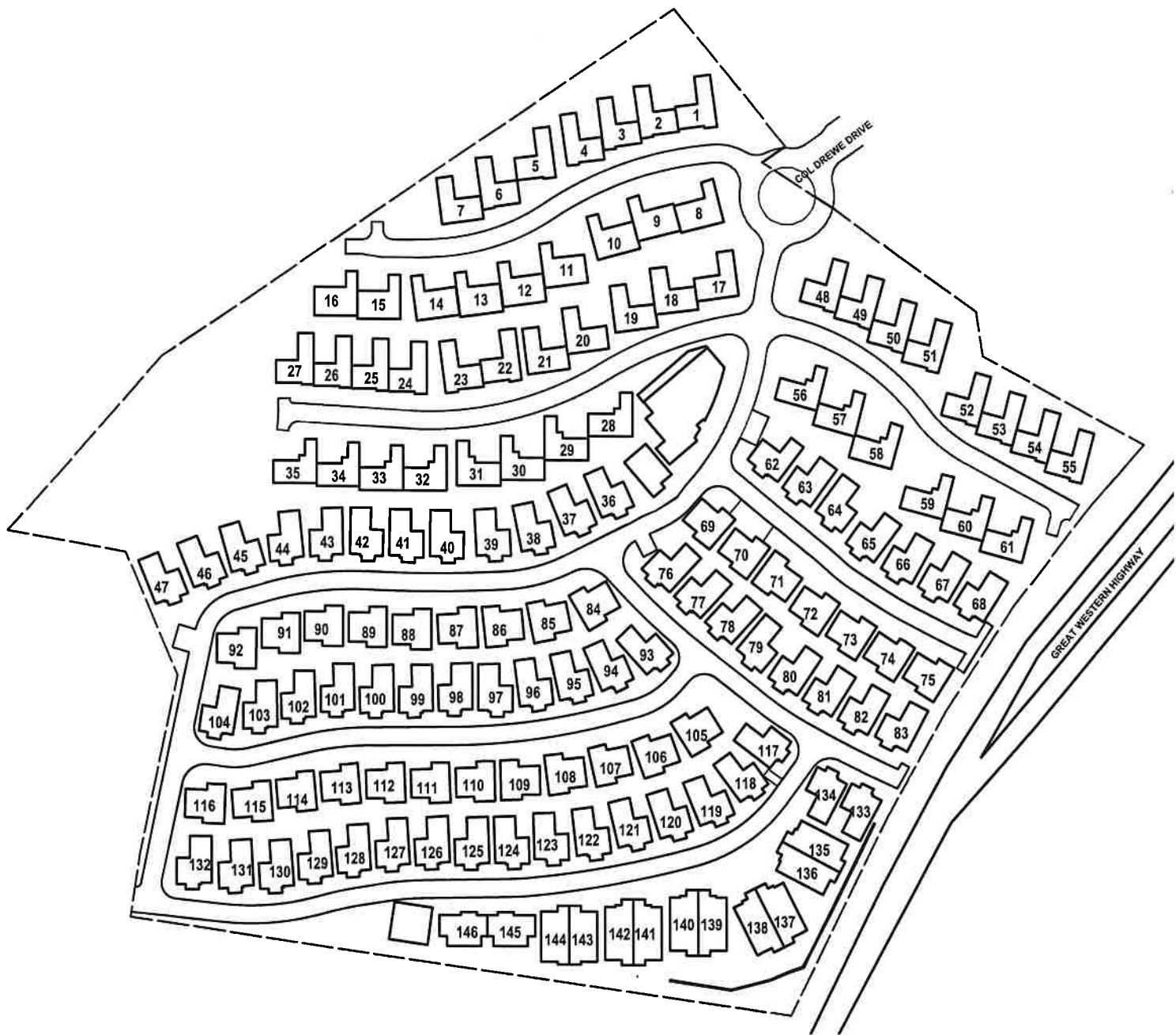
Printed name of prospective resident or prospective resident's nominee

Date

**Note.** The prospective resident, or the prospective resident's nominee, should not sign this report if they do not agree with it.

# Schedule of Inclusions

---



TREEVIEW ESTATES

9 Col Drewe Drive  
South Bowenfels NSW 2790  
Lot 50 DP 1107410

SCALE 1:2000

# Premises Plan

---

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional  
pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No. ....

(A) **TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Part **50/1107410** being [ ]/LF491 being premises **Villa [ ]** of  
Treeview Estates erected upon the land as shown on Plan annexed  
to Memorandum **AQ862150**.

(B) **LODGED BY**

Document  
Collection  
Box

**94L**

Name, Address or DX, Telephone, and Customer Account Number if any

BALDWIN OATES & TIDBURY

SOLICITORS

DX 8710 GORDON PH: 9499 2166

Email:.....peter@gordonlaw.com.au

Reference (optional):.....TE[ ]

**123040Y**

**CODE**

**L**

(C) **LESSOR**

**TREEVIEW ESTATES PTY LIMITED (ACN 116 622 667)**

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. .... 2. .... 3. ....

(E) **LESSEE**

[ **LESSEE** ] and [ **LESSEE** ]

(F)

**TENANCY:** as joint tenants

(G) 1. **TERM** ..... Ninety-nine years if the Lessee so long lives or where more than one person shall constitute the Lessee if the survivor of them so long lives, subject to Clause 12 of Annexure "A".

2. **COMMENCING DATE** .....

3. **TERMINATING DATE** .....

4. ~~With an OPTION TO RENEW for a period of .....~~ set out in .....

5. With an **OPTION TO PURCHASE** set out in ..... Schedule Two and including material referenced in Schedule One.

6. Together with and reserving the **RIGHTS** set out in ..... "A"

7. ~~Incorporates the provisions or additional material set out in ANNEXURE(S) .....~~ hereto.

8. ~~Incorporates the provisions set out in MEMORANDUM filed pursuant to section 80A Real Property Act 1900 as / registered~~  
~~LEASE No. ....~~

9. The **RENT** is set out in item / clause ..... Clause 16 ..... of ..... Annexure "A"

10. Annexed as "B" is the consent of mortgagee under mortgage AC897629 and annexed as "C" is the completed  
Condition Report.

DATE

\_\_\_\_/\_\_\_\_/\_\_\_\_  
dd mm yyyy

(H)

I certify that I am an eligible witness and that the lessor's attorney signed this dealing in my presence.  
[See note\* below].

Signature of witness:

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_  
\_\_\_\_\_

Certified correct for the purposes of the Real Property Act 1900 by the lessor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: Andrew Richard Denby EVETTS  
Signing on behalf of: TREEVIEW ESTATES PTY LTD  
Power of attorney-Book: 4779  
-No: 690

I certify that I am an eligible witness and that the lessee signed this dealing in my presence.  
[See note\* below].

Signature of witness:

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_  
\_\_\_\_\_

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee:

**(I) STATUTORY DECLARATION**

I .....  
solemnly and sincerely declare that –

1. The time for the exercise of option to ..... in expired lease No. .... has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at ..... in the State of New South Wales on .....  
in the presence of ..... of .....

☐ Justice of the Peace (J.P. Number: ..... ) ☐ Practising Solicitor

☐ Other qualified witness [specify] .....

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a specific justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a .....[Omit ID No.]

Signature of witness: ..... Signature of applicant: .....

\* As the services of qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

\*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have signed identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS



## Schedule One

- ITEM 1: Ingoing Contribution** \$[            ]  
*See definition in Clause 1.1 , also Clause 3 and Clause 16.1*
- ITEM 2: Departure Fee Percentage**  
*See definition in Clause 1.1 and also Clause 16.2(a)*  
5% for each of the first three years.  
3% for each of the seven years after the first three years.
- ITEM 3: Departure Fee – Maximum Period** **Ten years**  
*See definition in Clause 1.1, also Clause 16.2(b)*
- ITEM 4: Estimated Recurrent Charges (per month)** \$[            ]  
(at Commencing Date)  
*See definition in Clause 1.1, also see Clauses 5, 6, 8, 16.3(b) and Schedule "A"*
- ITEM 5: Market Rent** \$ **400.00**  
See Clause 31  
*Applies only if you terminate the Lease during the settling-in period*

## Schedule Two

You shall have the right to use the Common Property, only for its intended purpose, together with us and others entitled to use the Common Property, subject to the provisions of this Lease.

We reserve the right to pass water, sewerage, oil, gas, electricity, air, smoke and fumes through the drains, sewers, wiring, connections and conduits passing through or along or in your Villa and also access to and through your Villa at any time for the purpose of installing, maintaining or repairing any drains, sewers, equipment, pipes, cables or wiring and other connections, flues and conduits.

.....  
Lessee

.....  
Lessee

.....  
Witness

.....  
Lessor

.....  
Witness

## 1. INTERPRETATION

### 1.1 Definitions

In this Lease, unless the contrary intention appears, the following words and expressions have the meanings set out in this clause:

**Act** means the *Retirement Villages Act 1999* and the *Retirement Villages Regulation 2017* and any laws replacing or amending them.

**Capital Gain** means the difference between:

- (a) The Next Ingoing Contribution (paid by the Next Resident); and
- (b) The Ingoing Contribution paid by the Resident

where the Next Ingoing Contribution is more than the ingoing contribution paid by the Resident.

**Capital Loss** means the difference between:

- (a) The Next Ingoing Contribution (paid by the Next Resident); and
- (b) The Ingoing Contribution paid by the Resident

where the Next Ingoing Contribution is less than the Ingoing Contribution paid by the Resident.

**Capital Item** means all physical assets owned by us and used in the operation of Treeview Estates.

.....  
Lessee

.....  
Lessee

.....  
Witness

.....  
Lessor

.....  
Witness

## Annexure "A"

---

**Commencing Date** means the date specified in particular (G) 2. on page 1 of this Lease.

**Common Property** means those parts of the Lifestyle Centre, the roads, pathways, landscaped grounds and buildings of Treeview Estates which we specify in writing as available for the common use of residents of Treeview Estates. Common Property does not include Villas, designated car parking facilities and any other parts of Treeview Estates of which we may restrict access for occupation health and safety or other reasons either generally or at specified times.

**Departure Fee**, which is calculated on a daily basis, is the amount which you must pay us following termination of this Lease and is the consideration for our provision to you of a leasehold interest in our land and is the **RENT** referred to in Item (G)9. on the first page of the Lease.

**Departure Fee Maximum Period** means the greatest period for which the Departure Fee is payable as specified in **Schedule One Item 3**.

**Departure Fee Percentage** means in relation to the Departure Fee, the percentages of the Ingoing Contribution per year as specified in **Schedule One Item 2**.

**Exit Date** means the date you cease to reside in the Villa, which is the later of:

- (a) The date this lease expires or terminates; and
- (b) The date you or your estate vacates the Villa.

**Financial Year** means the year commencing on 1 January in any one year and ending on 31 December in that year.

**Inclusions** mean those items within the Villa and listed in the Village Contract executed by you and us prior to the commencement of this Lease.

**Ingoing Contribution** means the amount in **Schedule One, Item 1**, which you lend us on the Commencing Date and which is fully refundable on the Refund Entitlement Date, subject to the provisions of this Lease.

## Annexure "A"

---

**Lease or this Lease** means the Lease between you and us and any schedule or annexure attached to the Lease and any document or terms incorporated by reference in the Lease.

**Loan Repayment Date** means a date which is no later than five years after the Exit Date.

**Manager** means the manager, if any, we appoint from time to time to carry out the maintenance and administration of Treeview Estates.

**Market Rent** means the amount set out in **Schedule One Item 5**.

**Next Ingoing Contribution** means the ingoing contribution paid by the Next Resident.

**Next Resident** means the person to whom the Villa is leased following termination of this Lease.

**Operator** has the same meaning as **we** and includes a **Manager**.

**Outgoings** has the meaning set out in **Clause 4.1**.

**Recurrent Charges** means your proportion of **Outgoings** as we determine in our absolute discretion and calculated on the basis of the number of residents in your Villa or on any other such basis that we consider equitable and appropriate in the circumstances.

**Refund** means the amount we must pay you following termination of this Lease and is your Ingoing Contribution plus your share of Capital Gain, if any, from which we may set-off your share of Capital Loss, if any, your Departure Fee, and any other adjustments provided for in this Lease.

**Refund Entitlement Date** is the date we must pay you your Refund and is the earlier of:

- (a) Within 14 days after we grant a new Lease of your Villa to the Next Resident;

(b) The date any Refund must be paid according to the Act; and

(c) The Loan Repayment Date.

**Re-Lease Fee** means 2% of your Ingoing Contribution.

**Resident** means you and, where the context allows, other lessees and occupants of Treeview Estates.

**Rules** means the village rules of Treeview Estates for the control and good management of Treeview Estates, as amended from time to time. The rules as at the date of this Lease are set out in **Schedule "B"**.

**Settling-in period** means a period of 90 days from which you are entitled to take occupation of your Villa and during which, if you move out, you will be entitled to a refund of your ingoing contribution, subject to provisions of **Clause 31**.

**Treeview Estates** means "Treeview Estates Retirement Village" located on the land comprised Lot 50 in Deposited Plan 1107410, situated at 9 Col Drewe Drive, South Bowenfels, New South Wales and includes all improvements from time to time on the land and on nearby land that we may acquire or lease for the purposes of the village and includes the Common Property and the Lifestyle Centre.

**Tribunal** means the tribunal established by the *Civil and Administrative Tribunal Act 2013* or any other court or tribunal which has the Act within its jurisdiction.

**Villa** means the premises referred to on the first page of the Lease and which are located on the plan annexed to Memorandum AQ862150 and includes the Inclusions, items of capital for which we are responsible and items of capital and inclusions installed by you with our consent.

**We** means and refers to the Lessor described on the first page of the Lease as does **us**, **we** and **our** and includes our assigns and agents and any Operator of Treeview Estates as defined in the Act.

## Annexure "A"

---

**You** means and refers to the Lessee described on the first page of the Lease as does **you, your** and includes, where the context permits, the Lessee's executors and administrators.

### 1.2 Interpretation

In this Lease:

- (a) A party includes that party, its successors, permitted assigns, executors and administrators.
- (b) A gender includes the other genders.
- (c) "Person" includes a natural person, firm, company or corporation.
- (d) The singular includes the plural and vice versa.
- (e) Any covenant or agreement on the part of two or more persons is deemed to bind them jointly and severally.
- (f) A statute includes any replacement or substitute statute and all regulations under a statute.
- (g) Headings and marginal notes do not affect the interpretation.

### 1.3 Exclusion of Statutory Provisions

The covenants and provisions implied in leases by Sections 84 and 85 of the *Conveyancing Act 1919* do not apply to this Lease, except to the extent that they are specifically provided for in this Lease.

### 1.4 Retirement Village Legislation

We draw your attention to the existence of the Act. This Lease is subject to its provisions.

## **2. COMMENCEMENT AND TERM OF THE LEASE**

- 2.1 This Lease commences on the Commencing Date.
- 2.2 This Lease is for the term of 99 years, if you live so long or, if you are more than one person, the survivor lives so long, subject to earlier termination as provided under **Clause 12.5** and **Clause 31**.

## **3. INGOING CONTRIBUTION**

- 3.1 You must lend the Ingoing Contribution to us on or before the Commencing Date.
- 3.2 The Ingoing Contribution will not earn any interest.
- 3.3 The Ingoing Contribution will be repayable in full, subject to any right of set-off (see **Clause 16.7**), no later than the Loan Repayment Date.

## **4. OUTGOINGS**

- 4.1 **Outgoings** means the sum of all rates, taxes, costs, charges, outgoings, fees and expenses we incur or pay for managing, supervising, operating, cleaning, painting, repairing, maintaining and keeping secure Treeview Estates in each financial year, and including but not limited to:
  - (a) All taxes, if any, which may be payable in respect of Treeview Estates;
  - (b) All rates, charges, assessments, duties and fees of any public, municipal, governmental or semi-governmental body assessed or charged in respect of Treeview Estates and/or the land presently used for the purposes of Treeview Estates;
  - (c) Premiums for any insurance for full insurable reinstatement value against the risk of any loss or damage whatsoever, which we from time to time deem fit to arrange in relation to Treeview Estates including theft, damage to property, third party indemnity, public risk,

## Annexure "A"

---

management liability, employment practices, workers' compensation and professional indemnity insurance;

- (d) Costs of cleaning, painting, repairing, maintaining, renovating and altering the Common Property;
- (e) The costs of the supply of water, gas and electricity and other utilities to Treeview Estates;
- (f) The costs of air conditioning, heating, sewerage, garbage services and/or other services furnished or supplied for the benefit of Treeview Estates other than costs charged individually to particular Villas;
- (g) Costs of maintaining, including repainting, renovating, upkeep and cleaning of Treeview Estates including buildings or other structures, gardens, paths, roadways, lawns and all landscaping, plant, machinery and equipment, facilities and fixtures, fittings and furnishings;
- (h) All reasonable management, control, care coordination and security costs in connection with Treeview Estates including salaries, wages, superannuation, payroll tax, workers compensation insurance, professional management, accounting, legal and consultants' fees related to the operation of Treeview Estates;
- (i) All costs incurred in driving, operating, repairing and maintaining the village bus and any other transport provided for Residents by us;
- (j) Amounts payable for the repairs, maintenance and replacement of Capital Items;
- (k) Such amounts as may be included in an approved annual budget to be paid into a capital works fund for the maintenance of Capital Items for a period that extends beyond the end of the financial year to which the budget relates;
- (l) The costs of maintaining, monitoring and responding to the Residents' emergency call system, including responding to false alarms and to the fire prevention equipment and services, including ongoing staff training



## Annexure "A"

---

and accreditation and compliance with any relevant standard or certification requirements;

- (m) The costs of operation of the kitchen and dining room;
- (n) The costs of complying with any legislation, including but not limited to, legislation regarding occupational health and safety and discrimination, including ongoing staff training and accreditation; and
- (o) The costs of preventing, treating and removing vermin, insects (including termites), pests, birds and animals.

### **5. PAYMENT OF RECURRENT CHARGES**

- 5.1 From the Commencing Date, you must pay us the Recurrent Charges monthly in advance, on the 15th day of each calendar month. The estimated Recurrent Charges at the Commencing Date is the amount in **Schedule One Item 4**.
- 5.2 You must pay Recurrent Charges by direct debit or EFT.
- 5.3 We may vary your Recurrent Charges once annually in any financial year.
- 5.4 We will give you at least 60 days' notice of any proposed variation to your Recurrent Charges unless a proposed variation is no more than CPI, in which case we will give you at least 14 days' notice.
- 5.5 Except where the Act refers to a variation of not more than CPI, the amount of Recurrent Charges cannot be varied unless those Residents affected consent to the variation in accordance with the Act or the variation is ordered by the Tribunal.
- 5.6 If you are temporarily absent from Treeview Estates for more than 28 consecutive days, you will not be liable for charges for optional services (see Paragraph 2 of Schedule "A") for any consecutive days of the period of absence after the 28th day.

## Annexure "A"

---

- 5.7 We must arrange for the accounts for the village to be audited within four months of the conclusion of each Financial Year.
- 5.8 As soon as practicable after we receive the audited accounts we will make them available to you or the residents committee.
- 5.9 Your obligation to pay Recurrent Charges ceases on the first to occur of:
- (a) 42 days after the date you permanently vacate your Villa, including by removing all items for which you are responsible and returning all keys to us; or
  - (b) The day the Next Resident takes occupation of your Villa under a Lease or Residential Tenancy Agreement.

## **6. SERVICES AND FACILITIES**

- 6.1 We will provide the general services set out in Paragraph 1 of Schedule "A", the cost of which are included in your Recurrent Charges.
- 6.2 We will make available the optional services set out in Paragraph 2 of Schedule "A" at your cost on a user-pays basis.
- 6.3 We will make available the Facilities set out in Paragraph 3 of Schedule "A" for the use of Residents.
- 6.4 Services and facilities proposed for the future, if any, are set out in Paragraph 4 of Schedule "A".
- 6.5 The Tribunal may make an order apportioning your Recurrent Charges between optional services and general services, as defined in the Act.
- 6.6 We may withdraw services and facilities or vary them, but only with the consent of the Residents carried by a special resolution in accordance with the Act.

- 6.7 You will have no right to compensation if we reduce or withdraw services or facilities in accordance with a special resolution.

## **7. INTEREST**

If any money payable by you under this Lease remains unpaid for 14 days after the due date, you must pay us interest at the rate of 10% per annum, calculated daily from the due date to the date of payment.

## **8. REPAIRS AND MAINTENANCE**

- 8.1 You may request us to carry out necessary repairs and maintenance to your Villa by completing the appropriate request form and lodging it at our office. The cost of such repairs and maintenance are included in your Recurrent Charges.
- 8.2 You may request us to carry out necessary repairs and maintenance to inclusions belonging to you by completing the appropriate request form and lodging it at the village office. You must promptly pay the cost of any repairs and maintenance.

## **9. ALTERATIONS AND ADDITIONS**

- 9.1 You must not paint, repaint or make any alterations or additions to the Villa, including installing pergolas, additional paving, air-conditioning/ heating, antennas, radio masts, satellite dishes etc, without our prior written consent, and then only in accordance with our directions and under our supervision and in compliance with any conditions we may impose.
- 9.2 Before you permanently vacate the Villa, you must remove any items which you own or which you have added to the Villa and make good, unless we have previously agreed with you in writing to the contrary. You cannot require us to make any payment to you with respect to these items.

## **10. OPERATOR'S ACCESS TO THE VILLA**

We may only enter your Villa if:

- (a) You invite us in, unless we consider you may be in any danger, either because of the condition of your residence or because of your health;
- (b) We give you seven days' notice that we wish to carry out general repairs;
- (c) We give you seven days' notice that we wish to carry out an annual general inspection; or
- (d) Pursuant to an Order from the Tribunal.

## **11. DISPUTE RESOLUTION**

- 11.1 Treeview Estates has an internal dispute resolution policy. The policy encourages the operator and residents to discuss and resolve disputes collaboratively.
- 11.2 We draw your attention to the existence of the Tribunal and your right to apply for a range of orders from the Tribunal, including the following:
  - (a) An order that varies or sets aside a provision of this Lease or a Rule that conflicts with the Act;
  - (b) An order that we comply with the Act; and
  - (c) An order to enforce a provision of this Lease or the Rules.
- 11.3 You may apply to the Tribunal if you consider a term of this Lease to be harsh, oppressive, unconscionable or unjust.

## **12. TERMINATION OF LEASE**

### **12.1 Our Right to Terminate this Lease**

We may give you 14 days' notice that we intend to apply to the Tribunal for an order terminating your Lease:

- (a) If your Villa is unsuitable for you to occupy because, in our opinion, of your physical or mental incapacity. You may also apply to the Tribunal on this ground;
- (b) If you breach a term of this Lease or the Rules. You may apply to the Tribunal for an order terminating your Lease if we breach a term of this Lease or the Rules;
- (c) If you intentionally or recklessly cause or permit:
  - (i) Serious damage to any part of Treeview Estates; or
  - (ii) Injury to us, any of our employees or any other resident.
  - (iii) For any of the grounds set out in the Act.

### **12.2 Your Right to Terminate this Lease**

- (a) You may initiate termination of this Lease by giving us at least one month's written notice of your intention to terminate this Lease.
- (b) You must sign any document reasonably required by us to give effect to your intention to terminate this Lease.
- (c) You must not withdraw your notice without our consent, however we may consent to you withdrawing your notice if we have not agreed to grant a lease to the Next Resident.

### 12.3 Vacant Possession

- (a) You must give vacant possession after you give us notice of intention to terminate the Lease.
- (b) If your notice specifies a date you intend to give vacant possession, which must be at least one month after the date of the notice, you must give vacant possession on that date, unless we agree in writing that you may give vacant possession on a later date.
- (c) If your notice does not specify a date, you must give vacant possession one month after the date of the notice, unless we agree in writing to a later date.

### 12.4 Termination

- (a) Your Lease will terminate when:
  - (i) At the time provided by the Act, you having first given at least one month's notice of intention to terminate your Lease;
  - (ii) You die or, if there is more than one of you, when the survivor of you dies;
  - (iii) The Lease expires, having run its full term; or
  - (iv) This Lease is terminated by the Tribunal in accordance with the provisions of the Act.
- (b) Termination of your Lease does not affect your obligation to pay Recurrent Charges pursuant to **Clause 5.9**.

## **12.5 Tribunal Order**

- (a) If the Tribunal makes an order that this Lease be terminated, this Lease will terminate on the date specified in the order, but without prejudice to our rights in respect of any breach, if any, of your obligations contained or implied in this Lease.
- (b) Subject to this Clause, we retain our obligation to pay you the amounts referred to in **Clause 16.1** and you retain your obligation to pay us the amounts referred to in **Clause 16.2** and **Clause 16.3** and our costs of applying to the Tribunal.

## **12.6 Repair of Damage Beyond Fair Wear and Tear on Termination**

- (a) On termination of this Lease you must leave your Villa as nearly as possible in the same condition (fair wear and tear excepted) as the Villa was in at the Commencing Date.
- (b) In this Clause, "fair wear and tear" does not include damage to your Villa, such as staining or odour, resulting from you or your visitors smoking in your Villa.
- (c) On termination of this Lease you may remove your items from your Villa, but if in doing so you damage the Villa, you must make good – to our specifications.
- (d) We may require you to bear the costs of any repairs that are necessary if you do not leave your Villa in the condition required by this Clause.

## **12.7 Uncollected goods**

If you leave goods in your Villa after this Lease terminates:

- (a) You may apply to the Tribunal for an order that the goods be delivered to you or some other person who has an interest in the goods at your cost.

- (b) We may apply to the Tribunal for an appropriate order or we may sell or dispose of the goods.

### **13. ASSIGNMENT**

#### **13.1 Resident Not to Assign**

You must not assign, transfer, mortgage, charge, encumber or otherwise deal with your interest in the Villa.

#### **13.2 Changes in Operator**

- (a) If we transfer Treeview Estates, including our interest in this Lease to a purchaser, or if our mortgagee exercises power of sale, on service by us or our mortgagee ("the outgoing lessor") on you of a notice:
  - (i) Stating the date of transfer or assignment;
  - (ii) Stating the name and address of the purchaser;
  - (iii) Containing a promise by the purchaser to observe and perform the terms, covenants and conditions of this Lease on our part to be observed or performed and including a promise to pay an amount of money equal to the amount payable by the outgoing lessor to you as if the purchaser was the Operator at the time of the granting of the Lease;
  - (iv) Executed by us and the purchaser;

you must release us from all liability under this Lease and you must indemnify the outgoing lessor against all actions and demands arising under this Lease.

- (b) The terms of this Lease are enforceable against any Operator of Treeview Estates.



## **14. TRANSFER TO ANOTHER VILLA IN TREEVIEW ESTATES**

You may give us written notice if you wish to move to another Villa in Treeview Estates. We will discuss your request with you, taking into account available villas and your financial offer.

## **15. NEXT RESIDENT**

### **15.1 The Next Resident must be acceptable to us**

We will only grant a new lease of the Villa to the Next Resident if the Next Resident is acceptable to us, ie:

- (a) Has attained the age of 55 years or, in the case of joint grantees of a new lease, one of whom has attained the age of 55 years;
- (b) Is responsible, solvent and reputable and who has been assessed medically as being suitable to be a resident of Treeview Estates; and
- (c) Is otherwise qualified under the Act or under any relevant planning instrument.

### **15.2 Location of Next Resident**

You may locate the Next Resident, appoint us to locate the Next Resident or appoint a real estate agent to locate the Next Resident.

## **16. THE REFUND**

### **16.1 Payment to resident**

On the Refund Entitlement Date, we must:

- (a) Repay your Ingoing Contribution to you.
- (b) Pay you 50% of the Capital Gain, if any.

## **16.2 Payment of Departure Fee**

- (a) On the Refund Entitlement Date, you must pay us an amount calculated by:
  - (i) If the term of the lease is three years or less, multiplying the Ingoing Contribution by the first Departure Fee Annual Percentage in **Schedule One Item 2** by the number of days from the Commencing Date to the Exit Date, to a maximum of the number of days in three years and dividing the result by 365; and
  - (ii) If the term of the lease is more than three years, adding to the amount in **Clause 16.2(a)(i)** the amount resulting from multiplying the Ingoing Contribution by the second Departure Fee Annual Percentage in **Schedule One Item 2** by the number of days from the third anniversary of the Commencing Date to the Exit Date, to a maximum of the number of days in seven years, and dividing the result by 365.
- (b) To clarify the effect of **Clause 16.2(a)**, you will not be liable for any Departure Fee for any period after expiry of the Departure Fee Maximum Period.

## **16.3 Payment of other amounts**

In addition to the Departure Fee, you must pay us:

- (a) Any amounts payable, in respect of the termination of the Lease, including our legal costs for preparation of documents related to the termination of the Lease and the preparation, execution, registration and stamping of a Surrender of Lease or a Request to remove this Lease from the title.

## Annexure "A"

---

- (b) Any amounts for any adjustments including outstanding Recurrent Charges or interest due under this Lease.
- (c) If applicable, an amount to cover the cost of repairs payable by you under **Clause 12.6** if you have failed to do them.
- (d) 50% of the Capital Loss, if any.
- (e) The Re-Lease Fee, unless you appoint an agent who effectively introduces the Next Resident.
- (f) The amount of any accommodation payment we have paid on your behalf pursuant to Clause 32.

### **16.4 When will the Refund be paid?**

The refund will be paid on the earlier of the Refund Entitlement Date or, subject to **Clause 16.1**, the Loan Repayment Date.

### **16.5 Payment in the Event of Death**

If you die, we need not repay the Refund, or any of the other amounts in **Clause 16.1** to your estate until your executor or administrator provides us a certified copy of a grant of probate of your Will or letters of administration of your estate together with appropriate evidence of payment of death, estate or succession duties (if any).

### **16.6 Right of Set-off**

If you do not pay us the Departure Fee and other amounts in **Clause 16.2** and **Clause 16.3** ("amounts owing"), we shall be entitled to set-off the amounts owing against the Refund.

## **17. RULES**

### **17.1 Conflict with Lease**

If any term of this Lease conflicts with a Rule, as amended from time to time, the Rule prevails over the conflicting term of this Lease.

### **17.2 Resident to Observe Rules**

You and your guests must obey the Rules.

### **17.3 Notice to Comply**

If you breach any of the Rules, we may serve you with a notice specifying the nature of such breach. If you fail to rectify the breach, we (in addition to any other remedies to which we may be entitled) may exercise any of the powers reserved to us by **Clause 12.1** and **Clause 12.4**.

### **17.4 Other Residents**

We must use our reasonable endeavours to ensure other residents, invitees and our employees comply with the Rules.

## **18. RESIDENT'S PROMISES**

### **18.1 Use**

You must use your Villa as your place of residence and for home occupations only.

**18.2 To Pay All Personal Accounts**

You must promptly pay all water, telephone, electricity, gas, and other charges separately rated, taxed, charged, assessed or imposed on your Villa.

**18.3 To Give Us Notice of Accident or Defects**

You must give us proper notice in writing of any accident to or defect in the sewer connections, water pipes, electricity or other utilities in your Villa.

**18.4 To Keep Clean**

- (a) You must, at your cost, keep your Villa clean and sanitary.
- (b) You must keep the inside of your windows clean.
- (c) You must keep the inside and the outside of the Villa tidy and in good repair.
- (d) You must take all reasonable precautions to keep the Villa free of vermin, insects, pests, birds and animals other than as permitted in the Rules.
- (e) If you do not comply with **Clause 18.4** to our satisfaction or to the satisfaction of statutory authorities, and the condition of the Villa has contributed to the presence of vermin, insects, pests, birds or animals, you must pay the cost of employing cleaning contractors and/or pest exterminators.

### **18.5 To Perform All Statutory Obligations**

You must, at your cost, perform and observe all duties and obligations in relation to your Villa imposed by statute or any rules, regulations, ordinances or by-laws of any government instrumentality or local authority (other than to make structural repairs or alterations) and must indemnify and keep us indemnified from and against all claims and demands arising in relation to the obligations in this provision.

### **18.6 To Indemnify Us for Misuse**

You agree to indemnify us and hold us harmless from all liability, loss, damages, expenses and costs caused by you or your invitee arising out of your use or your invitee's use of the water, gas or electricity services supplied to your Villa by us or at your request.

### **18.7 To Not Alter**

You agree to not alter the Villa without our consent.

## **19. CONDUCT**

### **19.1 General provisions**

- (a) You must not in Treeview Estates:
  - (i) Engage in any noxious, noisy or offensive conduct, nor in any trade or business other than a home office;
  - (ii) Be party to any illegal act;
  - (iii) Do anything which may reasonably interfere with the peace, comfort, or privacy of another Resident; or
  - (iv) Cause damage to other people or property.

**19.2 Not to Invalidate Insurance Policies**

You must not do or permit to be done anything which has the effect either directly or indirectly of invalidating partly or wholly any of our insurance policies in respect of the Villa or Treeview Estates which has the effect of increasing the rate of premium payable on any such insurance policies.

**19.3 Not to Display Advertisements**

You must not display or permit to be displayed any placard, advertisement or sign in or on the outside of the Villa or elsewhere at Treeview Estates.

**19.4 Only to Store Goods in Approved Locations**

You must not store any goods or chattels outside the Villa without our prior written consent.

**20. QUIET ENJOYMENT**

20.1 Subject to **Clause 10** and **20.3**, you may peaceably hold and enjoy your Villa during the term of this Lease without any undue interference from us.

20.2 You acknowledge that during the construction phase of Treeview Estates that you may be aware of construction noise and equipment. We will endeavour to minimise any necessary disturbance during the construction phase of Treeview Estates.

20.3 We may permit any person or organisation to have the use of or to hold any function or exhibition in any part or parts of the Common Property at times and on terms as we may decide provided the activity does not interfere with your quiet enjoyment.

## **21. DAMAGE TO OR DESTRUCTION OF THE VILLA**

### **21.1 Restoration of Damaged Villa**

If your Villa is at any time during the term of this Lease partially destroyed or damaged so as to render it substantially unfit for your use and occupation:

- (a) We must repair, replace and make good the whole of the destroyed or damaged portion of the Villa as soon as reasonably possible.
- (b) Your Recurrent Charges or a proportion of them, according to the nature and extent of the damage sustained, shall abate until the Villa is rebuilt or reinstated or made fit for use and occupation but your Recurrent Charges will not abate if we provide you with alternative accommodation.

### **21.2 Destruction of Villa**

- (a) If your Villa, in our opinion, is destroyed or damaged so extensively as to render the repair or making good of such damage impractical or undesirable then we may rebuild or reconstruct the Villa substantially in accordance with its original design or such other design as we may consider desirable.
- (b) If, in our opinion, the rebuilding or reconstruction of the Villa is impracticable or undesirable:
  - (i) Either you or we may give written notice to the other to terminate this Lease without compensation by us.
  - (ii) The provisions of **Clause 16** will apply.



## **22. REPRESENTATIONS AND CONDITION OF THE VILLA**

### **22.1 No Representations**

You acknowledge that we have made no promises, representations, warranties or undertakings whether express or implied about the suitability of the Villa for the purpose for which it is to be used.

### **22.2 Condition of the Villa**

You acknowledge that, prior to taking occupation of the Villa, you inspected the Villa and were satisfied with its condition, appearance and state of repair and that it complied with the condition report we provided to you.

## **23. COSTS**

23.1 You will pay our solicitors' costs relating to the termination of this Lease.

23.2 You will pay stamp duty, if any, registration fees and any out-of-pocket fees, including our mortgagee's consent fee, if any.

## **24. NOTICES**

24.1 Any notices required to be served under this Lease are sufficiently served on you if left at or forwarded by post addressed to you at the Villa. 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.

24.2 Subject to **Clause 24.1**, our notices are properly given if signed by our Director, Secretary, Manager or Solicitor.

24.3 Despite any other provision in this Clause, we may serve notices on you by e-mail if you agree in writing that we may do so.

## **25. INDEMNITIES**

- 25.1 You agree to occupy and use the Villa and the Common Property at your risk, and to release and indemnify us, our staff, agents and contractors to the full extent permitted by law from all claims and demands of any kind, and from all liability which may arise in respect of any accident, damage or injury to the Villa, to the Common Property, to you, to us or to any other person or property as a consequence of your, your visitors and contractors occupation and use of your Villa and the Common Property.
- 25.2 We are not liable to you for any loss or damage you suffer because of any malfunction, failure to function or interruption of or to the water, gas or electricity services, the air-conditioning equipment, emergency alarm system, fire equipment or any of the appurtenances contained in the Villa or in Treeview Estates or for the blockage of any sewers, water drains, gutters, down-pipes or storm water drains from any cause whatsoever.
- 25.3 The provisions of this **Clause 25** do not apply to the extent that loss or damage is due to our negligent act or omission.
- 25.4 If, following termination of this Lease your invitee, relative or de facto remains in occupation of the Villa, you will indemnify us against all actions, claims, demands, costs, damages and losses we may suffer in order to gain vacant possession of the Villa or to grant a lease to the invitee, relative or de facto at the then market Ingoing Contribution.

## **26. ONGOING DEVELOPMENT**

You must not object to us further developing and improving Treeview Estates provided we must use reasonable endeavours to minimise disturbance to you from any further development.

## **27. FUTURE STRATA CONVERSION**

- 27.1 You acknowledges that we may at some future time subdivide (or consolidate) Treeview Estates into more than one separate area or otherwise register a Strata Scheme pursuant to which your Villa would form a separate Lot in a Strata Scheme and the Common Property will become common property as defined in the *Strata Schemes Management Act 2015* as amended.
- 27.2 You agree to sign all applications, plans and documents by way of consent to obtain approval to and effect registration of any subdivision, consolidation or Strata Scheme.

## **28. GST**

- 28.1 In this Clause:

- (a) "GST" means the goods and services tax as provided for by the GST law.
- (b) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* as amended or replaced from time to time.
- (c) "GST law" means the GST law and any associated legislation including without limitation delegated legislation.
- (d) any expression used that is defined in the GST law has that defined meaning.

- 28.2 Subject to sub-Clause 28.3, all amounts, of whatever description, payable by you to us under this Lease, are inclusive of GST, except the costs and expenses referred to in **Clause 23**, if applicable.
- 28.3 If any GST is or becomes chargeable with respect to the payment by us to you of any amount under this lease, you must reimburse us for any GST paid or payable.

## **29. GENERAL**

- 29.1 Whenever you are obliged or required to do or carry out any act, matter or thing under this Lease, then the doing of the act, matter or thing is, unless this Lease otherwise provides, at your sole risk and expense.
- 29.2 We are not liable to pay interest to you on any money held on your behalf.
- 29.3 If any provision of this Lease or the application of any provision to any person or circumstance is or becomes invalid or unenforceable, the remaining provisions are not affected and the provisions of this Lease are valid and enforceable to the fullest extent permitted by law.

## **30. CHANGES TO THE LEASE**

You are not obliged to agree to amend this Lease, or to terminate this Lease and enter into a new one, because of changes in legislation (unless the legislation requires the amendment or termination) or for any other reason.

## **31. SETTLING-IN PERIOD**

- 31.1 In this Clause "the end of the settling-in period" has the same meaning as Section 44A(2) of the Act.
- 31.2 You may terminate the Lease by permanently vacating the Villa before the end of the settling-in period.
- 31.3 If you terminate the Lease before the end of the settling-in period under this Clause, you will be liable for:
- (a) Fair market rent, at the amount referred to in **Schedule One Item 5** per week, for the period you occupied, or were entitled to occupy, the Villa until the date of termination;
  - (b) The cost of any repairs for damage to the Villa in excess of fair wear and tear;
  - (c) The maximum administration fee prescribed by the Regulations; and

(d) Any other amount prescribed by the Regulation.

31.4 If you terminate the Lease under this Clause, we will pay you the amounts referred to in Section 44C of the Act at the latest time prescribed by Section 44D of the Act.

31.5 This Clause shall apply despite any other provision in this Lease.

## **32. AGED CARE FACILITY PAYMENTS**

### **32.1 Definitions**

- (a) An "accommodation agreement" means an accommodation agreement between an approved provider and you within the meaning of the *Aged Care Act 1997* of the Commonwealth.
- (b) An "accommodation payment" means a daily accommodation payment within the meaning of the *Aged Care Act 1997* of the Commonwealth that, under an accommodation agreement, you are required to pay to an approved provider of an aged care facility in which you reside or propose to reside

### **32.2 You may request us to make accommodation payments**

- (a) If you:
  - (i) Have permanently vacated your Villa, and
  - (ii) Have entered into an aged care facility or propose to enter into an aged care facility; and
  - (iii) Have not received your refund and your Villa has not been released

you may request us to make one or more accommodation payments from the refund to be paid to you, before it is due to be paid.

- (b) We will assist you to make the request as soon as practicable after you provide us with information required by the Act:

- (i) The name of the proposed aged care facility;

- (ii) The date you propose to enter the facility;
- (iii) The amount of each accommodation payment; and
- (iv) Other information required by the Act.

### **32.3 We will make the accommodation payment**

- (a) If you propose to enter an aged care facility pursuant to **Clause 32.2** – we will make the first accommodation payment at least 28 days before the date you propose to enter the aged care facility.
- (b) If you have entered an aged care facility – within 28 days after you provide us with the information referred to in **Clause 32.2(b)**.
- (c) We will not make the accommodation payment:
  - (i) If you become entitled to be paid the refund because your Villa has been re-leased;
  - (ii) If you change your mind and request us not to make the payment;
  - (iii) If you die;
  - (iv) If we have previously paid you 85% of your refund, excluding any capital gain;
  - (v) If you have proposed to enter an aged care facility and you do not enter the aged care facility; or
  - (vi) In any of the circumstances prescribed by the Regulation.

### **32.4 Application to the Tribunal**

We are entitled to apply to the Tribunal to extend the time to make the accommodation payment or to be exempted from the requirement to make the accommodation payment. The Tribunal must be satisfied that making an accommodation payment for you would impose a significant financial burden on us before making an Order.

### **33. PAYMENT OF THE REFUND TO YOU BEFORE YOUR VILLA IS RE-LEASED**

#### **33.1 The prescribed period**

- (a) In this Clause, the "prescribed period", will be the prescribed period referred to in the Act at the relevant time. It is, at the date of this lease, twelve months.
- (b) The prescribed period commences 40 days after the first to occur of:
  - (i) The date your Villa is first advertised for re-lease;
  - (ii) The date you permanently vacate your Villa;
  - (iii) If you do not intend to move out of your Villa while your Villa is available for re-lease – the date you give us written notice of that fact.
- (c) The prescribed period may be extended by our application to the Secretary pursuant to Section 182AE of the Act only if the Secretary is satisfied that we have not unreasonably delayed the re-leasing of your Villa.

#### **33.2 Exit Entitlement Order**

- (a) In this **Clause 33**:
  - (i) The Secretary is as defined in the Act.
  - (ii) An "agreed valuation" means an estimate of the value of your villa calculated by agreement between you and us or, if we cannot agree, a determination by an independent valuer pursuant to Section 182AI of the Act.
  - (iii) "You" does not include your executor or administrator of your estate.
- (b) If your Villa is not re-leased within the prescribed period, you may apply to the Secretary for an Exit Entitlement Order directing us to pay the Refund to you.

## Annexure "A"

---

- (c) You may only apply for an Exit Entitlement Order if the agreed valuation for the exit entitlement was calculated at least 20 days before making the application.
- (d) Your application must be made in a form approved by the Secretary.
- (e) You may not apply for an Exit Entitlement Order in relation to your Villa more than once in the prescribed period.

33.3 This **Clause 33** applies to you only:

- (a) If we have not paid an accommodation payment pursuant to **Clause 32**; or
- (b) If we have paid an accommodation payment pursuant to **Clause 32** and your Villa has not been re-leased two years after the date you first entered the aged care facility to which we paid the accommodation payment.

## Schedule "A"

### 1. General services

General services covered by the Recurrent Charges include but are not limited to:

- (a) Payment of all rates and taxes, charges, municipal, government and semi-government levies assessed or charged in relation to Treeview Estates.
- (b) Payment of premiums for insurance for loss or damage to our Capital Items, workers' compensation cover, third party and professional indemnity cover.
- (c) Payment for all services supplied to Treeview Estates, including gas, electricity, water, telephone, internet and mobile phones and other utilities, other than those exclusively servicing the Villas.
- (d) Cleaning, servicing and maintaining the Common Property, including gardening and landscaping, lawn mowing, air-conditioning, heating, sewerage and garbage services.



## Annexure “A”

---

- (e) Operating, driving, repairing and maintaining the village bus and any other transport provided for the Residents.
- (f) Monitoring and servicing the emergency alarm system, including ongoing staff training and accreditation.
- (g) Monitoring and servicing (including repairing and maintaining) the fire alarm system, including ongoing staff and warden training and accreditation, certification, instructions and other record keeping and fire drills.
- (h) Management, control and security of Treeview Estates, including paying salaries, wages, staff uniforms, resident and staff amenities, council fees, superannuation, accounting fees, legal fees and interest.
- (i) Repairs, maintenance and replacement (if applicable) of Capital Items, including re-painting and preventative measures.
- (j) Removing, preventing and treating for vermin, insects (including termites), pests, birds and animals.
- (k) Contribution to a fund, whether known as the Capital Works Fund or otherwise for the long term maintenance of capital items.

### **2. Optional services available on a user-pays basis:**

- (a) Assistance to obtain personal services available locally at cost.
- (b) Hairdressing, podiatry and massage services – prices vary depending on requirements.

### **3. Facilities available for the use of residents:**

- (a) Residents' bus.
- (b) Ambulance and visitor parking areas.
- (c) Air conditioned Lifestyle Centre, containing:

## Annexure "A"

---

- (i) Carpets and other fixed floor coverings throughout internal areas.
- (ii) Separate disabled toilets.
- (iii) Television and computer facilities.
- (iv) Hairdressing facility.
- (v) Residents' kitchen.
- (vi) Fireplace.
- (vii) Library with shelving and lounge chairs.
- (viii) Main lounge and meeting room.
- (ix) Administration area.
- (x) Outdoor entertainment area with verandah, seating and lawn.
- (xi) Lighting throughout.

#### **4. The services and facilities proposed for the future:**

– nil –

## **Schedule "B"**

### **RULES OF TREEVIEW ESTATES**

These rules have been made to maintain a peaceful, comfortable and enjoyable village environment for all residents, staff, visitors and guests.

#### **1. Definitions**

In the following rules:

- (a) "common areas" means any part of Treeview Estates other than Villas.
- (b) "we", "our" and "us" mean the operator of Treeview Estates, and include employees, agents or representatives of the operator, and
- (c) "you" and "your" apply to any resident of Treeview Estates.

#### **2. Visitors and guests**

- (a) We encourage residents to keep links with relatives, friends and other people from outside Treeview Estates. Visitors or short-stay guests are welcome any time, and there is no need for you to get our consent or let us know they are coming. A visitor or short-stay guest is somebody who visits during the day or stays overnight for up to four weeks.
- (b) You must ask us beforehand and get our consent if you want to have a guest live with you on a temporary basis. A guest is somebody, other than a spouse or de facto, who intends to stay for more than four weeks. We will not unreasonably refuse such a request.
- (c) You must take all reasonable steps to see that your visitors and guests (including tradespeople) comply with the Rules. Any visitor or guest who seriously or repeatedly breaks the Rules may be asked to leave Treeview Estates immediately.

## Annexure "A"

---

### 3. Noise

- (a) As with any other residential complex, a level of noise within Treeview Estates is to be expected. However, you must not make any noise likely to unreasonably interfere with the quiet enjoyment of others within Treeview Estates. This rule applies whether you are inside your Villa or on common areas.
- (b) When listening to music or a radio, or playing computer games, or watching television, you should not have the volume turned high enough to be heard from outside your Villa. Residents with hearing problems are encouraged to use headphones or other aids.

### 4. Parking

- (a) As parking spaces are limited within Treeview Estates, you may park a vehicle only in your own garage, driveway, carport or other parking area allocated specifically to you or to all residents. You must not park or stand a vehicle on any other part of Treeview Estates.
- (b) This rule does not prevent you from stopping to allow passengers to get out of or enter your vehicle.
- (c) However, under no circumstances may a vehicle be parked or driven on grassed areas.
- (d) In the interests of safety, drivers within Treeview Estates must obey speed limits and other traffic signs at all times.
- (e) "Visitor Parking" spots are available for use only by visitors, tradespeople, visiting doctors, emergency vehicles and guests staying overnight or longer. They are not to be used by residents or staff.
- (f) In this rule, "vehicle" means a car, caravan, trailer, boat or other motor vehicle.

### 5. Pets

- (a) We recognise the important role pets play in the lives of many people. You may keep fish or a small caged bird (for example, a budgerigar or canary) in your Villa at any time, without the need to let us know or obtain our prior consent.

## Annexure “A”

---

- (b) If you want to keep a cat or a dog as a pet you must obtain our prior consent. We will consider each case on its merits, and we will not unreasonably refuse such a request.
- (c) If we consent to you keeping pets, our consent will be limited to one dog or two cats or a dog and a cat. We will not consent to dogs greater than 45cm in shoulder height or known dangerous breeds of dogs.
- (d) You will be responsible for the removal and appropriate disposal of any excrement deposited on Treeview Estates property, including your villa's courtyards.
- (e) Your visitors may bring a dog or cat on to Treeview Estates for short visits, but overnight stays by visitors' pets are not permitted. You must ensure your visitors comply with all village rules regarding pets.
- (f) If we consent to you keeping a cat it must be kept inside your Villa after dark and wear a bell on a collar at all times. If we consent to you keeping a dog it must be on a leash at all times when on common areas.
- (g) Pets are not permitted in any of the common area buildings of Treeview Estates.
- (h) Cats and dogs kept as pets within Treeview Estates must be de-sexed and inoculated.
- (i) If we consent to you to keeping a cat or dog we may withdraw our permission if we consider you are not capable of independently looking after your pet, if your pet creates unreasonable noise or nuisance, attacks or threatens people or other animals within Treeview Estates, causes damage to village property, or if the rules set out above are broken.
- (j) For the safety of other residents, no other animals are to be kept as pets or brought onto common areas at any time.

### **6. Gardening and landscaping**

- (a) The state of the grounds is important to the overall appearance of Treeview Estates for residents and visitors. It is our responsibility to maintain all the lawns and gardens on common areas in a presentable condition.

## Annexure "A"

---

- (b) However, if you want to assist, such as by watering or weeding the common area near your Villa, you are welcome to do so. You must not prune or remove plants, take cuttings or pick flowers from the common area gardens without our consent.
- (c) You must not use any part of common areas as your own garden without our consent. If we give consent it is your responsibility to keep the area in a presentable condition, until you tell us you are no longer able or willing to garden.
- (d) If your Villa has its own garden it is your responsibility to keep it in a presentable condition. Care should be taken when buying new plants for your garden. You must not knowingly plant any trees, flowers, shrubs or vines that grow rapidly or commonly cause allergic reactions. Trees, shrubs or vines with the potential to grow in excess of two metres (that is, approximately 6ft 6in) in height must not be planted without our consent.

### **7. Garbage disposal**

- (a) For health and safety reasons you must ensure that your garbage is securely wrapped before placing it in a bin.
- (b) You must not litter or leave rubbish on village property, other than in the bins provided.
- (c) Under no circumstances is the burning of garden waste permitted within Treeview Estates.

### **8. Common area restrictions**

- (a) The common areas are provided for the use and enjoyment of all residents. Signs posted on common areas, about such matters as hours of use, form part of these Rules and must be obeyed.
- (b) You must not obstruct or permit the obstruction of walkways, entrances, stairways, corridors, fire escapes, lights, windows or other parts of the common areas. (For example, pot plants, hoses, brooms, rakes and other items may present a hazard if left on common areas.)
- (c) When on common areas you, and your visitors and guests, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another person.

## Annexure "A"

---

- (d) Smoking is not permitted in any building (other than your Villa) or other enclosed parts of common areas.
- (e) It is our job to maintain and clean the common areas. However, this does not prevent you from sweeping or vacuuming the pathway or corridor immediately outside your Villa.

### **9. External appearance of Villas**

- (a) We respect your right to privacy and autonomy over your possessions and domestic affairs.
- (b) However, you must not hang any washing, towels, bedding, clothing or other article on any balcony or other part of your Villa in such a way as to be visible from the outside. Such items may be hung on any lines provided in the common areas but only for a reasonable period.
- (c) In the interests of safety you must not place any object, such as a pot plant, on any ledge, sill or elevated surface on the exterior of your Villa in a position from which it may fall.

### **10. Village security**

- (a) It is our job to ensure that Treeview Estates generally is reasonably secure.
- (b) In particular, we are required to provide and maintain locks or other security devices to ensure your Villa is reasonably secure.
- (c) Chains and bolts must not be fitted to external doors of your Villa because they could prevent emergency help.
- (d) If you change the locks on doors for any reason you must provide us with a copy of a key as soon as practicable. We will keep the key in a secure place and will only use the key in an emergency.
- (e) You must not interfere with the self-closing mechanisms of exterior doors that are designed to maintain security.
- (f) To help prevent theft you must ensure that all windows, doors and other openings to your Villa are closed and securely fastened when your Villa is not occupied.

## Annexure "A"

---

**Note:**

- (1) Any of these Rules may be changed or deleted or a new rule added if at least 75% of voting residents vote in favour of the proposal.
- (2) These Rules, as amended, prevail over any inconsistent term of a village contract.
- (3) It is our job to enforce Treeview Estates' Rules fairly and equitably.
- (4) You can apply to the Tribunal to make us enforce the Rules or if you think a rule is unjust, unconscionable, harsh or oppressive.
- (5) If you do not comply with these Rules we may apply to the Tribunal for an order that you comply or, in serious or persistent cases, an order to terminate your residence contract.

.....  
Lessee

.....  
Lessee

.....  
Witness

.....  
Lessor

.....  
Witness



Annexure "B"

**Mortgagee Consent**

Bendigo and Adelaide Bank Limited consent to the Lease in the name of [ ] and [ ] to be registered on CT folio identifier 50/1107410.

**Executed by Bendigo and Adelaide Bank Limited** ABN 11 068 049 178  
being signed by its duly constituted attorney in the presence of:

Dated this day                      of                      202[ ]

.....  
Witness

.....  
Attorney

Attorney No: NSW BOOK 4707 NO 729

.....  
Name (please print)

.....  
Name (please print)

.....  
Lessee

.....  
Lessee

.....  
Lessor

.....  
Witness

.....  
Witness

---

**CONDITION REPORT**

.....  
Lessee

.....  
Lessee

.....  
Witness

.....  
Lessor

.....  
Witness

---

**THIS IS THE LAST PAGE OF ANNEXURE “C”**

.....  
Lessee

.....  
Lessee

.....  
Witness

.....  
Lessor

.....  
Witness