



# Disclosure Documents

The Village Taigum

333 Handford Road, Taigum, Queensland 4018

# Disclosure Documents

**The Village Taigum – 333 Handford Road, Taigum, Queensland 4018**

<b>Annexure A – Village Comparison Document</b>
<b>Annexure B – Application to Reside</b>
<b>Annexure C – Residence Contract</b>
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# Annexure A – Village Comparison Document

Annexure to Disclosure Documents

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 February 2019



Name of village: The Village Taigum

### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at <https://thevillage.com.au/taigum>
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

### Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.

- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://www.caxton.org.au) or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

**The information in this Village Comparison Document is correct as at 26 September 2023 and applies to prospective residents.**

**Some of the information in this document may not apply to existing residence contracts.**

### Part 1 – Operator and management details

<b>1.1 Retirement village location</b>	Retirement Village Name: The Village Taigum  Street Address: 333 Handford Road  Suburb: Taigum  State: Queensland  Post Code: 4018
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of landowner: The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979  Australian Company Number (ACN): Not applicable.  Address: 373 Ann Street  Suburb: Brisbane  State: Queensland  Post Code: 4000
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979

	<p>Australian Company Number (ACN): Not applicable.</p> <p>Address: 373 Ann Street</p> <p>Suburb: Brisbane</p> <p>State: Queensland</p> <p>Post Code: 4000</p> <p>Date entity became operator: 1 November 2017</p>
<b>1.4 Village management and onsite availability</b>	<p>Name of village management entity and contact details: Retirement Village Managers Pty Ltd as trustee for RV Managers Unit Trust</p> <p>Australian Company Number (ACN): 117 850 843 (ABN: 70 110 251 679)</p> <p>Phone: 07 3865 8120</p> <p>Email: info@thevillage.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p> <input checked="" type="checkbox"/> Full time  <input type="checkbox"/> Part time  <input type="checkbox"/> By appointment only  <input type="checkbox"/> None available  <input type="checkbox"/> Other:         </p> <p>Onsite availability includes:</p> <p>Weekdays: 8:30am – 4:30pm</p> <p>Weekends: No availability</p>
<b>1.5 Approved closure plan or transition plan for the retirement village</b>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of</i></p>

	<i>Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i>
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## Part 2 – Age limits

<b>2.1 What age limits apply to residents in this village?</b>	<p>Occupants must be at least 65.</p> <p>The scheme operator reserves the right to decline an application and to change the age criteria.</p>
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## ACCOMMODATION, FACILITIES AND SERVICES

### Part 3 – Accommodation units: Nature of ownership or tenure

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input checked="" type="checkbox"/> Lease (non-owner resident)</p> <p><input type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other</p>
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### Accommodation types

<b>3.2 Number of units by accommodation type and tenure</b>	There are 327 units in the village, comprising all single-storey units; no units in multi-storey buildings
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Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio				
- One bedroom				
- Two bedrooms		10		
- Three bedrooms		317		
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units		327		

Access and design	
<b>3.3 What disability access and design features do the units and the village contain?</b>	<input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units <input type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input type="checkbox"/> some units <input checked="" type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units <input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place:  ..... <input type="checkbox"/> None
Part 4 – Parking for residents and visitors	
<b>4.1 What car parking in the village is available for residents?</b>	<input checked="" type="checkbox"/> All units with own garage or carport attached or adjacent to the unit <input type="checkbox"/> All / Some [unit type] units with own garage or carport separate from the unit <input type="checkbox"/> All / Some [unit type] units with own car park space adjacent to the unit <input type="checkbox"/> All / Some [unit type] units with own car park space separate from the unit <input checked="" type="checkbox"/> General car parking for residents in the village <input checked="" type="checkbox"/> Other parking: Community centre parking <input type="checkbox"/> [insert number/unit type] units with no car parking for residents <input type="checkbox"/> No car parking for residents in the village Restrictions on resident's car parking include:
<b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Available on request.
Part 5 – Planning and development	
<b>5.1 Is construction or development of the village complete?</b>	Year village construction started: 2016 <input checked="" type="checkbox"/> Fully developed / completed <input type="checkbox"/> Partially developed / completed



	<input type="checkbox"/> Construction yet to commence
<b>5.2 Construction, development applications and development approvals</b> Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i> :  Additional land adjacent to the scheme may be acquired by the scheme operator and included into the retirement village land. If this occurs, the scheme operator may increase the number of units from 327 to a higher number depending on the highest and best use of the neighbouring land acquired.
<b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b>	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.</i>  Note: see notice at end of document regarding inspection of the development approval documents.

## Part 6 – Facilities onsite at the village

<b>6.1 The following facilities are currently available to residents:</b>	<input checked="" type="checkbox"/> Activities or games room <input checked="" type="checkbox"/> Arts and crafts room <input checked="" type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input checked="" type="checkbox"/> Billiards room <input checked="" type="checkbox"/> Bowling green [outdoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input checked="" type="checkbox"/> Chapel /prayer room	<input checked="" type="checkbox"/> Medical consultation room <input checked="" type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input checked="" type="checkbox"/> Swimming pool [outdoor, heated] <input type="checkbox"/> Separate lounge in community centre <input type="checkbox"/> Spa [indoor/outdoor] [heated / not heated] <input type="checkbox"/> Storage area for boats/caravans <input type="checkbox"/> Tennis court [full/half]
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	<input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input checked="" type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input checked="" type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other: Cinema
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

When accessing the community facilities, residents' visitors must be supervised at all times.

**6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?**

☒ Yes   ☐ No

Name of residential aged care facility and name of the approved provider: Symes Grove Residential Aged Care, which is operated by Anglicare Southern Queensland

**Note:** Aged care facilities are not covered by the *Retirement Villages Act 1999(Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

## Part 7 – Services

**7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?**

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Managing the community areas and facilities.
- Managing security at the retirement village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining firefighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning, maintaining and repairing the community areas and facilities.
- Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).

	<ul style="list-style-type: none"> <li>• Monitoring and eradicating pests.</li> <li>• Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>• Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>• Maintaining any licences required in relation to the retirement village.</li> <li>• Paying operating costs in connection with the ownership and operation of the retirement village.</li> <li>• Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>• Complying with the <i>Retirement Villages Act 1999</i>.</li> <li>• Any other general service funded via a general services charges budget for a financial year.</li> </ul>
<b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Handyman and maintenance services are available for \$30 per hour and \$10 for up to fifteen minutes (not including materials).
<b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</b>	<input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number: .....)  <input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: Anglicare  <input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services
<p><b>Note:</b> Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i>. These home care services are not covered by the <i>Retirement Villages Act 1999</i> (Qld).</p> <p><b>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</b></p>	
<b>Part 8 – Security and emergency systems</b>	
<b>8.1 Does the village have a security system?</b>  If yes:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<ul style="list-style-type: none"> <li>the security system details are:</li> <li>the security system is monitored between:</li> </ul>	<p>Closed circuit television cameras are installed throughout the village. The entrance gate is locked during evening hours. The cost of these services is included in the general services charge.</p> <p>CCTV is monitored, 24 hours per day, seven days per week.</p>
<p><b>8.2 Does the village have an emergency help system?</b></p> <p>If yes or optional:</p> <ul style="list-style-type: none"> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	<p><input checked="" type="checkbox"/> Yes - all residents      <input type="checkbox"/> Optional      <input type="checkbox"/> No</p> <p>Call points are installed in units and community facilities to be triggered by residents in the event of an emergency. The emergency call system is operated and administered by an external provider, Tunstall Healthcare who will call an ambulance for the resident (if required). The cost of this service is included in the general services charge.</p> <p>24 hours per day, seven days per week.</p>
<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b></p> <p>If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Fire extinguishers, defibrillator and medical alarm</p>

## COSTS AND FINANCIAL MANAGEMENT

### Part 9 – Ingoing contribution - entry costs to live in the village

*An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.*

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Unit	Range of ingoing contribution
	Independent living units	
	- Studio	
	- One bedroom	
	- Two bedrooms	\$480,000 to \$500,000
	- Three bedrooms	\$570,000 to \$620,000
	Serviced units	
	- Studio	
	- One bedroom	
	- Two bedrooms	

	- Three bedrooms	
	Other	
	<b>Full range of ingoing contributions for all unit types</b>	\$480,000 to \$620,000

<b>9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?</b> If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Please contact the scheme operator if more information is required.
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<b>9.3 What other entry costs do residents need to pay?</b>	<input type="checkbox"/> Transfer or stamp duty <input checked="" type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. .... <input type="checkbox"/> Advance payment of General Services Charge <input checked="" type="checkbox"/> Other costs: Lease registration costs, surveying costs for lease plan
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## Part 10 – Ongoing Costs - costs while living in the retirement village

**General Services Charge:** Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

**Maintenance Reserve Fund contribution:** Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

**Note:** The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

### 10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
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Independent Living Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Serviced Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Other		
All units pay a flat rate	\$110.88	\$16.31

#### Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022/23	\$100.10	5.9%	\$15.96	3.2%
2021/22	\$94.50	3.5%	\$15.47	-5.0%
2020/21	\$91.26	5.3%	\$16.28	9.7%

**Note from the scheme operator:** the retirement village has recently been re-developed which has resulted in a new village budget being implemented. In these circumstances, information regarding the previous years is not available.

<b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b>	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other:
<b>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?</b>	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None  Additional information:	

<b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Handyman and maintenance services are available for \$30 per hour and \$10 for up to fifteen minutes (not including materials).
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### Part 11– Exit fees - when you leave the village

*A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).*

<b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b>  If yes: list all exit fee options that may apply to new contracts	<input checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula <input type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract  <input type="checkbox"/> No exit fee <input type="checkbox"/> Other  7.25% of the ingoing contribution for the first year of residence, plus 6% for the second year, plus 6% for the third year, plus 4.75% for the fourth year, plus 4% for the fifth year, plus 4% for the sixth year, plus 2% for the first six months of the seventh year up to a maximum of six years and six months (34%).  <b>Daily basis</b> All exit fee components are calculated on a pro-rata daily basis for partial years of residence.
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Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on your ingoing contribution	
1 year	7.25% of your ingoing contribution	
2 years	13.25% of your ingoing contribution	
3 years	19.25% of your ingoing contribution	
4 years	24% of your ingoing contribution	
5 years	28% of your ingoing contribution	
6 years	32% of your ingoing contribution	
7 years	34% of your ingoing contribution	

10 years	34% of your ingoing contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 34% of your ingoing contribution after six years and six months of residence.</p> <p>The minimum exit fee is 7.25% of your ingoing contribution x 1/365.</p> <p><b>Note from the scheme operator:</b> The minimum exit fee is for 1 day of residence.</p>	
11.2 What other exit costs do residents need to pay or contribute to?	<input checked="" type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: Surrender of Lease registration costs
<b>Part 12 – Reinstatement and renovation of the unit</b>	
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <p><i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i></p> <ul style="list-style-type: none"> <li>• fair wear and tear; and</li> <li>• renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	<input type="checkbox"/> Yes, all residents pay ..... % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)  <input type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays .....% of any renovation costs  <input checked="" type="checkbox"/> No  <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p>



	By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.
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### Part 13– Capital gain or losses

<b>13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital gain or capital loss on the resale of their unit?</b>	<p><input type="checkbox"/> Yes, the resident's share of the <b>capital gain</b> is ..... % the resident's share of the <b>capital loss</b> is ..... % OR is based on a formula .....</p> <p><input type="checkbox"/> Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b> option the resident's share of the <b>capital gain</b> is ..... % the resident's share of the <b>capital loss</b> is ..... % OR is based on a formula .....</p> <p><input checked="" type="checkbox"/> No</p>
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### Part 14 – Exit entitlement or buyback of freehold units

*An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.*

<b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b>	<p>The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident.</p> <p>When the ingoing contribution is repaid to the resident, the resident must pay:</p> <ul style="list-style-type: none"> <li>• the exit fee</li> <li>• the costs of the reinstatement work (if any)</li> <li>• the resident's share of costs of sale</li> <li>• any other costs the resident is liable to pay under the residence contract</li> </ul>
<b>14.2 When is the exit entitlement payable?</b>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li>➤ which is 18months after the termination of the residence contract</li> </ul> </li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).</li> </ul>

	In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.
<b>14.3 What is the turnover of units for sale in the village?</b>	<p>Four accommodation units were vacant as at the end of the last financial year</p> <p>Four accommodation units were resold during the last financial year</p> <p>Two months was the average length of time to sell a unit over the last three financial years</p>

## Part 15 – Financial management of the village

<b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b>	<b>General Services Charges Fund</b> for the last 3 years			
	Financial Year	Deficit/Surplus	Balance	Change from previous year
	2022/23	-\$9,204	\$91,002	-117.9%
	2021/22	\$51,305	\$282,178	-58.0%
	2020/21	\$122,262	\$114,071	653.3%
	<b>Note from the scheme operator:</b> The deficit/surplus amount for the General Services Charges Fund shown above for the 2022/2023 financial year is an estimate only and is subject to audit.			
	Balance of <b>General Services Charges Fund</b> for last financial year OR last quarter if no full financial year available			\$91,002
	Balance of <b>Maintenance Reserve Fund</b> for last financial year OR last quarter if no full financial year available			\$748,759
	Balance of <b>Capital Replacement Fund</b> for the last financial year OR last quarter if no full financial year available			\$101,954
	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			N/A (the scheme operator undertakes to make sufficient funds available to meet all capital replacement costs using the quantity surveyor's report as a guide for likely expenditure)
	The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.			

OR

☐ the village is not yet operating.

**Note from the scheme operator:** the retirement village has recently been re-developed which has resulted in a new village budget being implemented. In these circumstances, information regarding the previous years is not available.

## Part 16 – Insurance

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

**16.1 Is the resident responsible for arranging any insurance cover?**

If yes, the resident is responsible for these insurance policies:

☒ Yes   ☐ No

If yes, the resident is responsible for these insurance policies:

- Contents insurance (for the resident's property in the unit)
- Public liability insurance (for incidents occurring in the resident's unit)
- Workers' compensation insurance (for the resident's employees or contractors)
- Third-party insurance (for the resident's motor vehicles or mobility devices)

## Part 17 – Living in the village

### *Trial or settling in period in the village*

**17.1 Does the village offer prospective residents a trial period or a settling in period in the village?**

☐ Yes   ☒ No

### **Pets**

**17.2 Are residents allowed to keep pets?**

If yes: specify any restrictions or conditions on pet ownership

☒ Yes   ☐ No

Pets are welcome, subject to conditions and scheme operator consent.

### **Visitors**

**17.3 Are there restrictions on visitors staying with residents or visiting?**

If yes: specify any restrictions or conditions

☒ Yes   ☐ No

on visitors (e.g. length of stay, arrange with manager)	Visitors may stay with a resident for up to one month (in total) in any 12-month period. Longer stays are allowed with the scheme operator's prior consent.
---	---

### **Village by-laws and village rules**

<b>17.4 Does the village have village by-laws?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i> <i>Note: See notice at end of document regarding inspection of village by-laws</i>
<b>17.5 Does the operator have other rules for the village.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If yes: Rules may be made available on request.

### **Resident input**

<b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i> <i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>
---	--

### **Part 18 – Accreditation**

<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<input checked="" type="checkbox"/> No, village is not accredited  <input type="checkbox"/> Yes, village is voluntarily accredited through:
---	---

**Note:** Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

### **Part 19 – Waiting list**

<b>19.1 Does the village maintain a waiting list for entry?</b> If yes, • what is the fee to join the waiting list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> No fee <input type="checkbox"/> Fee of \$..... which is <input type="checkbox"/> refundable on entry to the village <input type="checkbox"/> non-refundable
---	---

### **Access to documents**

**The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to**

**inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).**

- ☒ Certificate of registration for the retirement village scheme
- ☒ Certificate of title or current title search for the retirement village land
- ☒ Village site plan
- ☒ Plans showing the location, floor plan or dimensions of accommodation units in the village
- ☒ Plans of any units or facilities under construction
- ☐ Development or planning approvals for any further development of the village
- ☐ An approved redevelopment plan for the village under the *Retirement Villages Act*
- ☐ An approved transition plan for the village
- ☐ An approved closure plan for the village
- ☒ The annual financial statements and report presented to the previous annual meeting of the retirement village
- ☒ Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- ☐ Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- ☒ Examples of contracts that residents may have to enter into
- ☒ Village dispute resolution process
- ☒ Village by-laws
- ☒ Village insurance policies and certificates of currency
- ☒ A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

*An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.*

## Further Information

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at [www.chde.qld.gov.au](http://www.chde.qld.gov.au)

## General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)  
For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/seniorsliving](http://www.qld.gov.au/seniorsliving)

## Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: [regulatoryservices@chde.qld.gov.au](mailto:regulatoryservices@chde.qld.gov.au)

Website: [www.chde.qld.gov.au/regulatoryservices](http://www.chde.qld.gov.au/regulatoryservices)

## Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://www.caxton.org.au)

## Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](http://www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement)

## Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: <https://caxton.org.au>

## **Queensland Law Society**

Find a solicitor  
Law Society House  
179 Ann Street, Brisbane, QLD 4000  
Phone: 1300 367 757  
Email: [info@qls.com.au](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://www.qls.com.au)

## **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001  
Phone: 1300 753 228  
Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

## **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518  
Toll free: 1800 017 288  
Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

## **Livable Housing Australia (LHA)**

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: [www.livablehousingaustralia.org.au/](http://www.livablehousingaustralia.org.au/)



# Annexure B – Application to Reside

Annexure to Disclosure Documents



# The Village Taigum

## Application to Reside

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TO: The Village Taigum  
333 Handford Road  
TAIGUM QLD 4018

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### 1. Application to lease

- 1.1 I/We, the applicant described in the Schedule to this Application to Reside (**Applicant**) apply to The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979 (**Scheme Operator**) for a lease of the Accommodation Unit specified in the Schedule on the terms set out in this clause 1 (**Lease**).
- 1.2 The Lease is to be in the form of the lease included in the Disclosure Pack for The Village Taigum that I/we acknowledge receiving in clause 7.
- 1.3 The Ingoing Contribution under the Lease is to be the amount specified in the Schedule.
- 1.4 The Commencement Date of the Lease is to be the date determined in accordance with clause 4.
- 1.5 The Lease is the document under which the scheme operator grants you a 99 year lease of your Accommodation Unit which will be registered with Titles Queensland.

### 2. Deposit

- 2.1 I/We agree to pay the Deposit (less any amount already paid by us as a holding deposit) specified in the Schedule at the time set out in the Schedule.
- 2.2 My/our cheque/bank cheque/money order for the amount of the Deposit must be made payable to MinterEllison Trust Account.
- 2.3 I/We agree that the Deposit will be paid to MinterEllison (**Trustee**), the Scheme Operator's lawyers, to hold in trust and deal with as provided for in section 46 of the *Retirement Villages Act 1999* (**Act**).
- 2.4 If:
  - (a) I/we withdraw this Application to Reside before the Scheme Operator signs it or the Scheme Operator does not accept this Application to Reside by signing it;
  - (b) the Scheme Operator accepts this Application to Reside by signing it but I/we inform the Scheme Operator that I/we have changed my/our mind about moving into the Village and do not wish to enter into the Lease; and
  - (c) I/we rescind the Residence Contract within the Cooling-off Period referred to in clause 3,

then the Scheme Operator will procure the Trustee to refund to me/us any part of the Deposit that I/we have paid.

- 2.5 If the Residence Contract does not proceed, or is rescinded or terminated for any reason other than my/our default, then no party to the Residence Contract will be liable to the other party for damages, costs or expenses relating to the Residence Contract.
- 2.6 I/We and the Scheme Operator direct and authorise the Trustee:
- (a) to hold the Deposit, or any part of it, in an interest free controlled money account at its usual banking institution in the names of me/us and the Scheme Operator, in accordance with the requirements of section 251 of the *Legal Profession Act 2007* (Qld);
  - (b) after the Deposit, or any part of it, has been paid into the controlled money account, to deal with the Deposit (or so much of the Deposit as has been paid) in accordance with clauses 2.4 and 2.5, including paying it out of the controlled money account to the party entitled to it under clause 2.4 after receiving an instruction from the Scheme Operator that the relevant event referred to in clause 2.4 has occurred; and
  - (c) if there is a dispute as to how the Deposit should be dealt with I/we and the Scheme Operator direct and authorise the Trustee to do either of the following in the absolute discretion of the Trustee:
    - (i) hold the Deposit, or any part of it, in the controlled money account pending a written direction from a court or tribunal or a joint authority signed by me/us and the Scheme Operator; or
    - (ii) pay the Deposit, or any part of it, into any court or tribunal before which the dispute is brought.

### 3. Residence Contract and Cooling-off Period

- 3.1 I/We acknowledge and agree that:
- (a) if the Scheme Operator gives me/us notice that the Scheme Operator accepts this Application to Reside, a residence contract within the meaning of section 10 of the Act is immediately created between me/us and the Scheme Operator on the terms of this Application to Reside (**Residence Contract**);
  - (b) I/we may withdraw this Application to Reside by giving written notice by one of the methods set out in clause 6 to the Scheme Operator at any time prior to the Scheme Operator giving written notice to me/us that the Scheme Operator accepts this Application to Reside; and
  - (c) I/we may rescind the Residence Contract by giving written notice by one of the methods set out in clause 6 to the Scheme Operator within 14 days after the Scheme Operator gives me/us written notice that the Scheme Operator accepts this Application to Reside (**Cooling-off Period**).
- 3.2 I/We acknowledge that if this Application to Reside is withdrawn by me/us under clause 3.1(b) or rescinded by me/us under clause 3.1(c), the Deposit and any other monies paid by me/us towards the Ingoing Contribution will be immediately refunded to me/us by the Trustee.

#### 4. Commencement Date

4.1 If at the date of this Application to Reside, construction of the Accommodation Unit has been completed, I/We acknowledge and agree that the commencement date of the Lease is to be the date that is the latest of:

- (a) the first business day after the expiry of the Cooling-off Period;
- (b) if clause 14 applies, the first business day after the first to occur of:
  - (i) the date I/we give notice to the Scheme Operator under clause 14.6 that I/we have entered into and completed the settlement of a contract to sell the Property; and
  - (ii) the date I/we waive the right to terminate the Residence Contract under clause 14.4; and
- (c) any other date that I/we and the Scheme Operator agree is the Commencement Date,

**(Commencement Date).**

#### 5. Obligations before and on the Commencement Date

- 5.1 A reasonable time before the Commencement Date, the Scheme Operator's lawyers will prepare and deliver the Lease to me/us in the form and on the terms set out in clause 1, subject to clause 5.2.
- 5.2 I/we acknowledge and agree that amendments to the Lease may be necessary to ensure that document is consistent with the provisions of the Act that are in force (or will be in force) as at the Commencement Date.
- 5.3 I/we must:
  - (a) sign the Lease and return it to the Scheme Operator before the Commencement Date; and
  - (b) on the Commencement Date, pay the balance of the Ingoing Contribution (after deducting the Deposit and any other monies paid by me/us towards the Ingoing Contribution) plus any adjustments and other contributions required (such as legal fees and general services charges adjustments) in exchange for possession of the Accommodation Unit.
- 5.4 If I/we do not comply with our obligations under this clause 5, the Scheme Operator may terminate the Residence Contract created by its acceptance of this Application to Reside, in which event I/we acknowledge that the Scheme Operator has the ability to exercise any rights it has under the Residence Contract and at law.
- 5.5 I/we authorise the Scheme Operator's lawyers to complete the Lease after the Commencement Date by inserting:
  - (a) the Commencement Date;
  - (b) a survey plan identifying the Accommodation Unit; and

- (c) any other minor changes required to register the Lease.

## 6. Notice

6.1 Notice of withdrawal of this Application to Reside or of rescission of the Residence Contract created by the acceptance of this Application to Reside by the Scheme Operator must be effected by one of the following methods:

- (a) delivery of the notice personally in exchange for acknowledgement of receipt;
- (b) despatch of a facsimile notice; or
- (c) posting of the notice by pre-paid certified post.

6.2 The notice must be delivered, despatched or posted either to the Scheme Operator or to Tammy Berghofer of MinterEllison at the following addresses:

The Manager The Village Taigum Partnership C/- The Village Retirement Group Webber House, 439 Ann Street Brisbane QLD 4000	Tammy Berghofer MinterEllison Level 22, 1 Eagle Street Brisbane QLD 4000  Phone: (07) 3119 6000 Facsimile No: (07) 3119 1000 Email: tammy.berghofer@minterellison.com
--	--

## 7. Applicant's acknowledgements and warranty

7.1 By signing this Application to Reside I/we acknowledge that:

- (a) the Scheme Operator gave me/us a copies of the following documents about The Village Taigum at least 21 days prior before I/we entered into this Application to Reside, or within any shorter period agreed by me/us in a disclosure waiver given under the Act (**Disclosure Waiver**):
  - (i) a copy of this Application to Reside;
  - (ii) a copy of the Lease;
  - (iii) a Village Comparison Document in the form prescribed by the Act; and
  - (iv) a Prospective Costs Document in the form prescribed by the Act,
(collectively the **Disclosure Pack**).
- (b) if there was a change (other than a minor change) to information in any of the documents in the Disclosure Pack after the documents were given to me/us, the Scheme Operator gave me/us details of that change at least 21 days before I/we entered into this Application to Reside, or within any shorter period agreed by me/us in a Disclosure Waiver;

- (c) I/we have had the opportunity to seek independent legal, financial and other advice as I/we considered appropriate about the Disclosure Documents, any details of changes given to me/us under clause 7.1(b) and living in the Village.
- (d) I/we have not received or relied upon any representations or promises that are not set out in the Disclosure Pack and any details of changes given to me/us under clause 7.1(b).
- (e) all information I/we provided to the Scheme Operator prior to signing this Application to Reside was true and correct at the time I/we provided it to the Scheme Operator.

7.2 I/we acknowledge that I/we may be required to provide to the Scheme Operator a medical certificate confirming that the type of accommodation nominated in the Schedule is suitable for me/us.

## **8. Optional inclusions in Accommodation Unit**

8.1 I/we agree that I/we have requested that the optional inclusions set out in the Schedule be included in the Accommodation Unit, and agree to pay the Scheme Operator, in addition to the Ingoing Contribution, the options costs specified in the Schedule at the same time I/we must pay the balance of the Ingoing Contribution to the Scheme Operator under clause 5.

## **9. Goods and services tax**

9.1 Words or expressions used in this clause 9 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

9.2 Any consideration to be paid or provided for a supply made under or in connection with this Application to Reside does not include an amount on account of GST.

9.3 Despite any other provision in this Application to Reside, if a party (**Supplier**) makes a supply under or in connection with this Application to Reside on which GST is imposed:

- (a) the consideration payable or to be provided for that supply under this Application to Reside but for the application of this clause (**GST Exclusive Consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- (b) the amount by which the GST Exclusive Consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the earlier of the time at which:
  - (i) the GST Exclusive Consideration is payable or to be provided; and
  - (ii) the GST on the supply is payable by the Supplier.

9.4 If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 9.3(b).

9.5 The Supplier will provide a tax invoice.

**10. My/Our rights not assignable**

The rights conferred by the Residence Contract on me/us are personal to me/us and I/we acknowledge that those rights are not assignable. I/we must not transfer, assign or otherwise dispose of my/our rights under the Residence Contract.

**11. No caveat**

I/We acknowledge and agree that I/we must not lodge a caveat over the Village Land.

**12. Scheme Operator's rights not restricted**

Nothing in the Residence Contract prohibits or in any way prevents the Scheme Operator from:

- (a) dealing in any manner with the Scheme Operator's interest in the Village or the Village Land; or
- (b) assigning the Scheme Operator's rights under the Residence Contract.

**13. Business Day**

In this Application to Reside, reference to a 'business day' is to a day that is not a Saturday, Sunday or public holiday in Brisbane.

**14. Sale of Applicant's property**

14.1 In this clause 'Property' means my/our property situated at .....

.....

14.2 This clause 14 only applies if the details of the Property are entered in clause 14.1 above. If they are not, this clause 14 is of no effect and does not form part of the Residence Contract.

14.3 In the event that I/we have not entered into, and completed the settlement of, a contract to sell the Property on or before.....(**Specified Date**), I/we may terminate the Residence Contract by giving notice in writing to the Scheme Operator.

14.4 I/we may waive the right to terminate the Residence Contract under clause 14.3 by giving notice in writing to the Scheme Operator on or before 5:00 p.m. on the Specified Date.

14.5 I/We will use my/our best endeavours to enter into and complete the settlement of a contract to sell the Property by the Specified Date and must keep the Scheme Operator regularly informed as to my/our progress in doing so.

14.6 If I/we enter into and complete the settlement of a contract to sell the Property, I/we must give notice in writing of the sale of my/our Property to the Scheme Operator promptly, and in any event not later than the next business day after settlement occurs.

14.7 If I/we have not:

- (a) waived the right to terminate the Residence Contract under clause 14.4; or
- (b) given notice under clause 14.6 that I/we have entered into and completed the settlement of a contract to sell the Property,

by the Specified Date and the Scheme Operator does not agree to extend the Specified Date, then the Residence Contract will immediately terminate.

14.8 If the Residence Contract is terminated under this clause 14, I/we acknowledge that:

- (a) the Deposit and any other monies paid by me/us towards the Ingoing Contribution will be immediately refunded to me/us by the Trustee;
- (b) no party to the Residence Contract will be liable to the other party for damages, costs or expenses relating to the Residence Contract; and
- (c) the Scheme Operator will be at liberty to lease the Accommodation Unit to another party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

Applicant

Witness

Applicant

Witness

## Schedule

<b>Applicant:</b>			
<b>Mr/Mrs/Ms</b>	<b>Surname</b>	<b>Christian Name/s</b>	<b>Date of Birth</b>
<b>Address of Applicant:</b>			
<b>Address</b>			
<b>Contact Tel No.</b>			
<b>Email</b>			
<b>Solicitor for Applicant:</b>			
<b>Solicitor's details</b>			
<b>Address</b>			
<b>Contact Tel No.</b>			
<b>Email</b>			
<b>Accommodation Unit:</b>			
<b>Unit no.</b>			
<b>Ingoing Contribution:</b>			
\$.....			
<b>Total Deposit</b>	\$.....		
<b>Holding Deposit already paid</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, amount paid    \$.....		
<b>Balance of Deposit payable</b>	<input type="checkbox"/> 14 days after acceptance of this Application to Reside by the Scheme Operator OR <input type="checkbox"/> on .....		
<b>Optional inclusions in Accommodation Unit</b>			<b>Costs</b>
			\$.....
			\$.....
			\$.....
			\$.....



## Acceptance by Scheme Operator

**Retirement Village Marketing Pty Ltd** ACN 117 850 852 as agent for The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979 (the Scheme Operator) accepts the above Application to Reside.

Please note that the 14 day Cooling-off Period commences when you receive this acceptance form.

You may rescind the Residence Contract created by the delivery of this acceptance form in the manner set out in clause 6 of the Application to Reside before the Cooling-off Period ends.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNED for and on behalf of the  
Scheme Operator

Signature

.....

Name



# Annexure C – Residence Contract

Annexure to Disclosure Documents

Dealing Number



## OFFICE USE ONLY

### Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

<b>1. Lessor</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979	MinterEllison Level 22 Waterfront Place 1 Eagle Street, BRISBANE QLD 4000 ##@minterellison.com 07 3119 ## ## RAL 1071297	021A

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
See Enlarged Panel	

<b>3. Lessee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
## ##		##	

<b>4. Interest being leased</b>
Fee simple

<b>5. Description of premises being leased</b>
Part of the ground floor of a building erected on the land referred to as [insert lease plan reference ie Lease Area 20] and shown hachured on the attached plan.

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event:	See Schedule attached
Expiry date: and/or Event: On the death of the surviving Lessee	
# Options: nil	
# Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)	

<b>8. Grant/Execution</b>
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; <del>*the attached schedule and document no. ;</del> <del>* document no.;</del> *Option in registered Lease no. has not been exercised.
* delete if not applicable

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

signature	
full name	See Enlarged Panel
qualification	/ /
<b>Witnessing Officer</b>	<b>Execution Date</b>
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	<b>Lessor's Signature</b>

<b>9. Acceptance</b>	
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.	
signature	
full name	
qualification	/ /
<b>Witnessing Officer</b>	<b>Execution Date</b>
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	<b>Lessee's Signature</b>

**Title Reference** 51161172, 12727168 and 12730001

**2. Lot on Plan Description**

**Title Reference**

Lot 1 on SP 289840

51161172

Lot 2 on RP 74542

12727168

Lot 3 on RP 74542

12730001

**8. Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; ~~\*the attached schedule and document no. ;~~  
~~\*document no.-; \*Option in registered Lease no. has not been exercised.~~

\* delete if not applicable

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

signature

**The Corporation of the Synod of the Diocese  
of Brisbane ABN 39 906 010 979**

full name

Signature of Chief Financial Officer

qualification

/ /

**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1  
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Execution Date**

Name of Chief Financial Officer

Signature of General Manager / Registrar

Name of General Manager / Registrar

**Lessor's Signature**

Title Reference 51161172, 12727168 and 12730001

# Lease

## The Village Taigum

<b>Information table</b>	<b>8</b>
<b>Special terms (clause 2.3)</b>	<b>10</b>
<b>Agreed terms</b>	<b>11</b>
<b>1. Overview</b>	<b>11</b>
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## Information table

### Date

### Parties

**Operator** The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979  
**Referred to as** We, us, our  
**Notice details** Webber House, 439 Ann Street, Brisbane QLD 4000

**Resident(s)** ## ## ##  
**Referred to as** You, your  
**Notice details** ##, The Village Taigum  
333 Handford Road, Taigum QLD 4018

**Unit** ##  
**Address** The Village Taigum, 333 Handford Road, Taigum QLD 4018

**Your Ingoing Contribution** (clause 15) \$##

**Village Land** The Village is currently located on Lot 1 on SP 289840, Lot 2 on RP 74542 and Lot 3 on RP 74542

**Exit Fee** (clauses 22.2 and 22.3) The Exit Fee is an amount calculated as a percentage of the Ingoing Contribution.  
The relevant percentage that applies differs depending on the duration of the period from (and including) the Commencement Date to (and including) the date you cease to reside in your Unit, as set out in the table below.

Period from (and including) the Commencement Date to (and including) the date you cease to reside in your Unit	Percentage
1 year or less ( <b>Year 1</b> )	7.25% calculated on a daily basis during Year 1.
2 years or less but more than 1 year ( <b>Year 2</b> )	The percentage owing in respect of Year 1, being 7.25%. Plus 6% calculated on a daily basis during Year 2.
3 years or less but more than 2 years ( <b>Year 3</b> )	The percentage owing in respect of Year 2, being 13.25%. Plus 6% calculated on a daily basis during Year 3

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4 years or less but more than 3 years <b>(Year 4)</b>	The percentage owing in respect of Year 3, being 19.25%.  Plus 4.75% calculated on a daily basis during Year 4.
5 years or less but more than 4 years <b>(Year 5)</b>	The percentage owing in respect of Year 4, being 24%.  Plus 4% calculated on a daily basis during Year 5.
6 years or less but more than 5 years <b>(Year 6)</b>	The percentage owing in respect of Year 5, being 28%.  Plus 4% calculated on a daily basis during Year 6.
7 years or less but more than 6 years <b>(Year 7)</b>	The percentage owing in respect of Year 6, being 32%.  Plus 2% calculated on a daily basis during the first 6 months of Year 7.
More than 7 years	34%  <b>Note:</b> The maximum exit fee percentage (for a period of 6 years and 6 months or more) is 34%

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## Special terms (clause 2.3)

[Nil.]

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# Agreed terms

## 1. Overview

### 1.1 About this Lease

This Lease gives you the right to live in your Unit and sets out the terms of our relationship with you while you live in the Village. Among other things, it:

- (a) describes the services we provide and the charges you pay; and
- (b) includes the rules you agree to comply with while living in the Village; and
- (c) sets out what happens when you leave the Village.

### 1.2 Our role as Operator

You acknowledge that we are responsible for the management and operation of the Village and that we want to ensure that the Village is maintained to a high standard and continues to operate as a registered retirement village for the benefit of current and future residents.

### 1.3 How this Lease is written

A number of the terms we use in this Lease have been defined. You can tell the defined terms because they are capitalised, for example: Village. The definitions can be found in clause 2.

We have also used terms that are consistent with the *Retirement Villages Act 1999* (Qld).

### 1.4 Obligation to act reasonably

Both you and we must not unreasonably withhold a consent required under this Lease unless this Lease says that the consent can be refused at the absolute discretion of the person whose consent is sought.

### 1.5 Communications and notices

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

- (a) the notice must be written;
- (b) if it is to you, it may be delivered to, or left at, your Unit; and
- (c) if it is to us, it must be delivered to the Manager's office in the Village (if any) or at our address stated in the Information Table.

## 2. Definitions and interpretation

### 2.1 Definitions

The following terms have these meanings in this Lease:

**Act** means the *Retirement Villages Act 1999* (Qld).

**Application to Reside** means the Application to Reside under which you agreed to accept from us, and we agreed to grant to you, a lease of your Unit.

**Capital Replacement Fund** means the fund established by us in accordance with the Act for replacing our capital items in the Village.

**Claims** means any action, proceeding, suit, claim or demand.

**Commencement Date** means the commencement date as shown at Item 6 of the Form 7 Lease.

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**Community Facilities** means the buildings and surrounding facilities, lawns, gardens and other areas that we own or lease and that we make available for use by Residents from time to time, including any community centre, pool, gymnasium and bowling green facilities.

**Construction Activities** means any activities related to carrying out construction works for the Development.

**Construction Amenity Impacts** means the physical and other impacts on you arising from Construction Activities including:

- (a) noise, air quality, dust, light, odour, electromagnetic interference and other disturbances;
- (b) inconveniences arising from areas within the Village being used for construction access; and
- (c) visual impacts.

**CPI** means the All Groups Consumer Price Index for Brisbane published by the Australian statistician.

**CPI Percentage Increase** for a Financial Year means the percentage increase between:

- (a) the CPI published for the third quarter of the Financial Year before the previous Financial Year; and
- (b) the CPI published for the third quarter of the previous Financial Year.

**Development** means the proposed development of any or all parts of the Village and land adjoining the Village as contemplated under clause 10.

**Disclosure Waiver** means a waiver given by you under the Act in which you agreed to receive:

- (a) the documents referred to in clause 3(a); or
- (b) details of changes referred to in clause 3(b),

less than 21 days before entering into this Lease.

**Electricity Terms** means the terms and conditions (including any energy disclosure statement provided to you in relation to an embedded electricity network at the Village) for the sale and supply, and the purchase and acceptance by you, of electricity consumed for your Unit.

**Exit Entitlement Date** means the date on or before which we must repay the Incoming Contribution to you, being the date that is the earlier of:

- (a) 14 days after your right to reside in your Unit has terminated, we have entered into a new lease of your Unit with a new Resident and we receive the Resale Price from the new Resident;
- (b) the date (if any) the Act specifies as the date by which a scheme operator must pay the exit entitlement (as defined in the Act) to the person entitled to receive the exit entitlement; and
- (c) three years after the Termination Date.

**Exit Fee** means the amount you must pay us on the Exit Entitlement Date under clause 22, which is calculated in the way shown in the Information Table.

**Financial Year** means a period we specify as a financial year for the Village.

**General Services** means the services that we supply, or make available, to all Residents at the Village from time to time.

**General Services Charge** means the amount you pay under clause 16.1.

**General Services Charges Fund** means the fund established and kept by us in accordance with the Act for paying the Operating Costs.

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**Information Table** means the part of this document described as 'Information Table'.

**Ingoing Contribution** means the amount specified in the Information Table, which is a loan made by you to us in consideration for this grant of this Lease.

**Lease** means this lease comprising the Form 7 Lease, the Form 20 Schedule attached to and forming part of this Lease and any enlarged panel, schedule, annexure or appendix attached to or referred to in the Form 7 Lease and Form 20 Schedule.

**Licensed Area** means the area or areas (if any) shown as the licensed area or areas on any plan attached to this Lease. A Licensed Area may include a car parking space, courtyard, garden or other area in the Village that is outside your Unit.

**Maintenance Reserve Fund** means the fund established and kept by us in accordance with the Act for maintaining and repairing our capital items in the Village.

**Maintenance Reserve Fund Contribution** means the amount you pay under clause 16.5.

**Manager** means the person (if any) appointed by us from time to time under clause 13.7 to manage the Village.

**Notice of Intention to Vacate** means a notice from you stating that you would like to leave the Village and you want us to find a new Resident for your Unit.

**Object** means make any Claim, objection, requisition, withhold any amount owing to us under this Lease, Claim for compensation, Claim for damages or terminate the Lease.

**Operating Costs** has the meaning given in Schedule 2.

**Personal Services** means optional services supplied or made available by us for the benefit, care or enjoyment of a Resident and for which we charge additional fees.

**Proposed Services** has the meaning given in clause 13.6.

**Prospective Costs Document** means a prospective costs document under the Act, containing information relevant to you entering into this Lease.

**Reinstatement Work** has the meaning given in clause 20.1.

**Renovation Work** has the meaning given in clause 20.3.

**Resale Price** means the ingoing contribution payable to us by a new Resident under a lease in respect of your Unit.

**Resale Value** has the meaning given in clause 19.

**Resident** means a person who lives in the Village in a Unit and includes you. Our employees and contractors who live in the Village are not Residents.

**Termination Date** means the date this Lease is validly terminated by either party in accordance with this Lease or this Act.

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

**Trustee** means a person authorised under the Act to hold in trust an ingoing contribution paid under a residence contract.

**Unit** means a residential unit in the Village that is intended for occupation and use by a Resident. The Manager's residence (if any) is not a Unit. Your Unit means the Unit leased to you under this Lease and includes:

- (a) all built-in cupboards and benches;
- (b) any car park, garage or carport included in this Lease or provided to you under this Lease or a separate agreement;
- (c) all windows, doors, fly screens and security screens and bars;

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- (d) the plumbing fixtures;
- (e) the furnishings and fittings we provide in your Unit;
- (f) the carpet and other floor coverings;
- (g) the light, power and telecommunications fittings and wiring;
- (h) the equipment and appliances that are provided with your Unit, such as the hot water system, stove, dishwasher and air conditioning (if it is installed); and
- (i) any alteration to the inside or outside of your Unit.

**Village** means The Village Taigum, which is a registered retirement village scheme under the Act and comprises:

- (a) the Village Land;
- (b) all other land we use for the management and operation of the Village;
- (c) the improvements on that land from time to time; and
- (d) all of the plant, equipment and other property we have in the Village from time to time for the purpose of operating the Village.

**Village Comparison Document** means the village comparison document for the Village under the Act.

**Village Land** means the land described in the Information Table upon which the Village is located.

**Village Rules** means the rules or bylaws we make under clause 8.

**Visitor** means a person who is not a party to this Lease as Resident who you invite to live in your Unit with our written permission, and includes your relative or carer.

## 2.2 Interpretation

In this Lease, unless the contrary intention appears:

- (a) a reference to this Lease or another instrument includes any variation or replacement of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to we, us or our includes a reference to our executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) a reference to you includes your executors, administrators and successors;
- (g) an agreement on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (h) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them; and
- (i) headings are inserted for convenience and do not affect the interpretation of this Lease.



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## **2.3 Special terms**

Any special terms to this Lease are set out in the Special terms section at the front of this Lease. If there is an inconsistency between a special term and any other provision of this Lease, the special term will prevail to the extent of the inconsistency.

## **3. Your acknowledgements**

You acknowledge and agree that:

- (a) we gave you copies of the following documents at least 21 days before you entered into this Lease, or within any shorter period agreed by you in a Disclosure Waiver:
  - (i) this Lease;
  - (ii) the Village Comparison Document;
  - (iii) a Prospective Costs Document; and
  - (iv) any by-laws made by Residents under the Act;
- (b) if there was a change (other than a minor change) to information in any of the documents referred to in clause 3(a) after the documents were given to you, we gave you details of that change at least 21 days before you entered into this Lease, or within any shorter period agreed by you in a Disclosure Waiver;
- (c) you have had the opportunity to seek independent legal, financial and other advice as you considered appropriate about the documents referred to in clause 3(a) and any details of changes given to you under clause 3(b);
- (d) you have been given the opportunity to inspect your Unit and the Village and are satisfied with the condition of your Unit;
- (e) you have not received or relied upon any representations or promises that are not set out in the documents referred to in clause 3(a) and any details of changes given to you under clause 3(b); and
- (f) any information you have provided to us in any application form, including the Application to Reside, completed by you is true and correct.

## **4. Cooling-off period**

### **4.1 Your cooling-off period**

The Act gives you a 14 day cooling-off period during which you can change your mind about entering into this Lease.

You acknowledge that:

- (a) this Lease arises out of and forms part of the residence contract that was made when the Application to Reside was signed by both you and us; and
- (b) the cooling off period started on the date the Application to Reside was signed by both you and us or, if it was subject to a later event occurring or another contract being entered into, the day that later event occurs (or occurred) or the other contract is entered into (or was entered into) and ends (or ended) 14 days later.

### **4.2 You can rescind during the cooling-off period**

If this Lease is entered into before the cooling-off period ends you may rescind this Lease by giving written notice to us before the cooling-off period ends.

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If you rescind this Lease during the cooling-off period then the Ingoing Contribution must be refunded to you by the Trustee.

We are entitled to retain a portion of money paid to us or to the Trustee to cover costs associated with professional legal fees that may have been incurred on your behalf.

## **5. Our services**

### **5.1 Operating the Village**

We must operate the Village so that it is a residential community for older and retired people.

### **5.2 Community facilities**

You and your invited guests may use the Community Facilities while you are a Resident. However, you must comply with, and must ensure that your invited guests comply with, the following conditions:

- (a) you must comply with this Lease and Village Rules we make under it;
- (b) for some facilities in the Community Facilities, we will from time to time specify particular Village Rules, such as hours of use and booking procedures and exclusions (for example, by specifying the age of persons who may use the Community Facilities on the grounds of safety);
- (c) some facilities in the Community Facilities may be subject to user charges, you can only use those facilities if you pay the charges we specify from time to time;
- (d) you must not damage anything in the Community Facilities or cause accelerated wear to the Community Facilities; and
- (e) you must not alter the Community Facilities, nor do any gardening, plant new plants or remove existing plants, without our consent, which we may give or refuse at our absolute discretion.

The Community Facilities as at the date this Lease is prepared include those appearing in clause 1.4 of Schedule 1.

### **5.3 Changes to the Community Facilities**

We may from time to time:

- (a) make alterations to the Community Facilities;
- (b) close all or part of the Community Facilities for refurbishment, repair or maintenance purposes; and
- (c) introduce or change user charges for the use of facilities in the Community Facilities.

### **5.4 Emergency call system**

We must provide a 24 hour emergency call system, which may operate through either:

- (a) the telephone system, in which case you must have a telephone line and handset to connect to the emergency call system. All costs of the telephone connection and power costs are your responsibility; or
- (b) a fixed or mobile device supplied to you either by us or a third party provider we nominate, in which case:
  - (i) you may require an internet connection (landline, NBN or wireless); and
  - (ii) you must have the device connected to a power source.

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The device must be configured in accordance with our directions. All internet and power costs are your responsibility. The emergency call service is for emergencies only. We may charge a service fee for any calls you make that are not genuine emergencies.

## **6. Your Unit**

### **6.1 Retirement village residence only**

You agree that you will only use your Unit as a residence and not for any other purpose. In particular, you must not operate a business or conduct any activities relating to a business from your Unit without our written consent. We may give or refuse consent at our absolute discretion.

### **6.2 Your garage or carport**

The garage or carport that forms part of your Unit may only be used for the following things:

- (a) parking a motor vehicle, motorcycle or boat; and
- (b) if it is an enclosed garage:
  - (i) as a home workshop (but the noise restrictions under this Lease still apply); and
  - (ii) for storing your personal possessions.

We give no warranty about the suitability of a garage or carport for the uses described in paragraph (b) and you acknowledge that the use of a garage or carport will be solely at your risk.

### **6.3 Garbage**

- (a) We will tell you when and how garbage is collected from the Village and your Unit and you must comply with those procedures.
- (b) You must not allow garbage or other debris to accumulate in your Unit or in any place in the Village other than in the bins provided.
- (c) You must not place your household garbage (including vegetation refuse) in bins other than those provided to you at your Unit for that purpose.
- (d) Any garbage that might become smelly or attract vermin or animals should be wrapped or put into a sealed bag so that the smell is avoided or reduced.
- (e) Burning garden waste within the Village is not permitted.

### **6.4 Pest control**

You must:

- (a) take reasonable steps to keep your Unit free of pests and termites;
- (b) not do anything that may attract pests or termites to your Unit;
- (c) have pest control and termite treatments carried out in your Unit whenever we reasonably require you to do so, which will be at least annually; and
- (d) not do anything that may invalidate a warranty given under a pest control or termite treatment.

You must have annual termite inspections and pest treatments for cockroaches and any other pest we require. The termite inspections and pest treatments must be obtained from contractors we approve. We will tell you when these inspections and treatments are due and you must give us written evidence that they have occurred.

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**6.5 Hazardous substances, dangerous goods and explosives**

You must not keep hazardous substances or dangerous goods (as defined in the *Workplace Health and Safety Act 1995*) or explosives (as defined in the *Explosives Act 1999*) in your Unit, including in your Licensed Area (if any).

**6.6 Telephone service**

You must at all times have an operative telephone service in your Unit.

**6.7 Payment for telephone, electricity and other services**

You are responsible for obtaining and paying for the electricity supply, gas, telephone service and pay television service for your Unit.

If the water supply to your Unit has a separate meter then you must pay the water charges. You must pay these charges within 14 days after we give you a statement showing the water consumption for your Unit and the way the charge is calculated. If you are billed directly by the supplying authority then you must pay the bills on time.

**6.8 Electricity network**

- (a) If there is an embedded electricity network at the Village:
  - (i) you acknowledge that we or the Manager may appoint a third party to manage the embedded electricity network, or the relationship between you and us; and
  - (ii) if you elect to purchase electricity for your Unit from us or a third party that we or the Manager appoint to manage the embedded electricity network, then you must enter into and comply with the Electricity Terms.
- (b) For so long as you purchase and accept electricity for your Unit from us or a third party that we or the Manager appoint:
  - (i) you must pay for electricity and any associated external network charges in accordance with the Electricity Terms and the agreement between you and us or a third party that we or the Manager appoint relating to the sale and supply of electricity for your Unit; and
  - (ii) if you default in payment of any account rendered for any electricity, we may (in addition to any other rights) disconnect the supply of electricity in accordance with any applicable laws, the Electricity Terms and the agreement between you and us or a third party that we or the Manager appoint relating to the sale and supply of electricity for your Unit.
- (c) If you elect to purchase electricity for your Unit from an alternative electricity retailer (other than us or a third party that we appoint) then, to the extent permitted by law:
  - (i) you must bear the cost of installing or replacing any electricity metering to allow you to purchase electricity for the Unit from an alternative electricity retailer; and
  - (ii) during each period that you purchase electricity for the Unit from an alternative electricity retailer, you will be required to reimburse (or procure your alternative electricity retailer to reimburse) us or a third party that we appoint (as applicable) for your share of the external electricity network charges for the Village.

**6.9 Internet**

- (a) You acknowledge that we or the Manager may appoint a third party provider to manage the connection and supply of internet service to Units, or the relationship between you and us.

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- (b) If you elect to purchase internet services from us or a third party that we or the Manager appoint to manage the connection and supply of internet service, then you must enter into and comply with any supply agreement required by us or that third party.
- (c) You are responsible for the cost of the connection and supply of internet service to your Unit.

#### **6.10 Outside appearance of your Unit**

You must not:

- (a) hang washing to dry outside of your Unit, other than on a clothes line that we have approved (and subject always to that clothes line being in a position that is not visible from the outside of your Unit);
- (b) hang washing, bedding or another cloth article if the article is visible from the outside of your Unit; or
- (c) display a sign, advertisement, placard, banner, pamphlet or similar article that is visible from the outside of your Unit.

#### **6.11 Insurance**

It is your responsibility to insure:

- (a) your property in your Unit;
- (b) for public liability claims brought as a result of any incident occurring in your Unit; and
- (c) for workers compensation claims brought by any employee or contractor that you engage to carry out work or provide services in your Unit.

At our request, you must give us evidence that you have taken out the insurances required under this clause.

#### **6.12 Visitors**

You must inform us if you have a Visitor stay in your Unit overnight.

You must not have a Visitor stay in your Unit with you for longer than one month in any 12 month period without our consent which we may give or deny in our absolute discretion and with any conditions whatsoever, including the requirement to enter into a visitor's licence on terms satisfactory to us.

If we consent to a Visitor staying for longer than one month then we can revoke that consent at any time at our absolute discretion. You must not allow a Visitor to use your Unit if you are not staying there at the same time.

#### **6.13 Dealing with your Unit and Village land**

You must not:

- (a) lodge a caveat over the Village Land;
- (b) assign your interest in your Unit;
- (c) grant a lease or other tenancy or occupation right over or give any other person possession of all or part of your Unit; or
- (d) grant a mortgagee or charge over your interest in your Unit;

without first obtaining our written consent. We may give or refuse consent at our absolute discretion.

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## **6.14 Laws**

You must not breach any laws relating to the use or occupation of your Unit. If, under a law, your Unit has to be altered or other work done to it then we will arrange for a contractor to do that work and you must pay the cost. You must allow the contractor or us access to your Unit to undertake the work.

## **7. Your Licensed Area**

### **7.1 Licence to use Licensed Area**

If any Licensed Area (such as a car parking space, courtyard, garden or other area outside your Unit) is identified on the plan attached to this Lease, you have a right to use the Licensed Area in connection with your right to live in your Unit. When this Lease terminates your licence to use the Licensed Area also terminates.

### **7.2 Terms of this Lease apply**

The terms of this Lease that apply to the use and occupation of your Unit also apply to your use of the Licensed Area, including the cleaning and maintenance obligations and the restrictions on alterations, as if the Licensed Area were part of your Unit.

### **7.3 Your car parking space**

If your Licensed Area is a car parking space you may only use it for parking a motor vehicle, motorcycle or boat. The use of a car parking space will be solely at your risk.

### **7.4 Gardens**

If your Licensed Area includes a garden then you must keep the garden in good condition and you must comply with our directions about the types of plants that you may grow in the garden.

## **8. General rules about behaviour**

### **8.1 No nuisances**

You must not use your Unit, or do or keep anything in your Unit or any other part of the Village that:

- (a) is annoying, hazardous, noisy or a nuisance to any other person in the Village or the neighbourhood or that will harass, intimidate, offend, embarrass or bully such a person; or
- (b) unreasonably interferes with the use and enjoyment of the Village by other persons.

### **8.2 Noise**

You must not:

- (a) make or allow noise that may annoy or disturb other Residents or their Visitors or any neighbours outside the Village;
- (b) play musical instruments, stereos, radios or televisions too loudly. You must make sure that your musical instruments, television, stereo and other equipment cannot be heard outside your Unit; or
- (c) allow children to be unsupervised whilst they are in the Village.

### **8.3 Driving and parking**

You must comply with the following rules about driving in the Village:

- (a) you may only drive on the roads and driveways;

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- (b) you may only park in the garage that forms part of your Unit;
- (c) you must have an appropriate driver's licence for any vehicle you operate;
- (d) you must comply with the speed limits, road signs and other road rules we set in the Village;
- (e) your car (if any) must be registered and road-worthy;
- (f) any motorised scooter, electric wheelchair (or any other similar mobility transportation aid) within the Village:
  - (i) must be registered, to the extent required by Law;
  - (ii) must be operated in a manner which is safe to you and to other residents, as deemed by us; and
  - (iii) may only be operated to the extent all necessary licences and approvals have been obtained and are held by you, which you agreed to provide to us for inspection upon request;
- (g) you must have a current third party property damage insurance policy in place for any motor vehicle you operate; and
- (h) visitor parking is for visitors only.

#### **8.4 Laws**

You must not do anything in the Village that is illegal or is for an illegal purpose.

#### **8.5 Fire safety**

- (a) You must observe fire safety procedures and non-smoking areas and must not smoke in your Unit (including the bedrooms of your Unit) or other areas of the Village unless we designate that area as a smoking area.
- (b) You must participate in any fire drills we have, though we will take account of any infirmity or disability you have.
- (c) You must:
  - (i) not store any item within your Unit which may represent a fire hazard, including kerosene heaters, methylated spirit stoves, open radiators, ammunition, weapons or excessive amounts of newspaper;
  - (ii) not bring any electrical item into your Unit which does not meet Australian standards; and
  - (iii) ensure that there are no obstacles (including furniture) which may block entry or exit into your Unit (or any room within your Unit).

#### **8.6 Pets**

Except for fish in a tank, you may not have pets in the Village without our consent. We may give or refuse this consent at our absolute discretion. If we consent to a pet then:

- (a) that consent is particular to the approved pet only, and does not extend to a replacement of that pet;
- (b) you must comply with conditions of that consent;
- (c) we may revoke the consent if the pet is a nuisance, in which case you must remove the pet from the Village; and
- (d) if the pet we consent to is a dog or a cat, then you agree that the Reinstatement Work to be done to your Unit under clause 20 must include replacing the carpets and other floor coverings and that you must pay the full cost of such replacement. To avoid doubt, you

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will be responsible for the full cost of the replacement of carpets and other floor coverings despite the term of this Lease or the length of stay of the pet.

You will be required to comply with the Village's pet policy, which sets out general guidelines for the ownership and control of pets in the Village. We may change the pet policy from time to time in ways we reasonably consider necessary. You must comply with the provisions of that pet policy.

#### **8.7 Absences from the Village**

You must notify us when you will be absent from the Village overnight or for longer periods.

#### **8.8 Other things you must not do**

You must not do any of the following things without our consent:

- (a) collect money from other Residents for charities or other reasons;
- (b) put notices anywhere in the Village, including on notice boards and in mailboxes;
- (c) engage in door to door canvassing of Residents for any reason; or
- (d) anything that may invalidate, or increase the premium for, an insurance policy that we have in respect of your Unit or the Village.

#### **8.9 Village Rules**

We may make rules or bylaws about Units, the use and enjoyment of the Community Facilities and behaviour in the Village. We may replace or amend these Village Rules from time to time. You must comply with these Village Rules as long as they do not conflict with your rights under this Lease.

#### **8.10 Responsibility for Visitors and others**

You must make sure that your Visitors, guests and people doing work for you comply with this Lease and the Village Rules.

### **9. Health**

#### **9.1 Keep us informed**

It is important that we know about the health and well-being of all residents, therefore you must promptly notify us of any significant developments in the state of your health.

#### **9.2 Infectious diseases**

If you contract an infectious disease then you must:

- (a) notify us immediately; and
- (b) take any steps we require to limit the possibility that the disease will be transmitted to other people.

#### **9.3 Sudden illnesses**

If you suddenly become ill then we may:

- (a) arrange for a doctor to assess your condition;
- (b) arrange appropriate medical assistance and treatment for you; and
- (c) have you taken to hospital or another appropriate health care facility.

You must pay any costs we incur doing these things.



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#### **9.4 Assessment of care needs**

We may require you to have your care needs assessed from time to time by a doctor or other appropriate person we specify so that we can ensure your Unit is suitable for you. To exercise this right, we must give you a notice appointing a reasonable day and time on which the assessment will take place. If, because of reasonable grounds, you will not be available at the time we appoint then you may nominate another time and day. The time and day you nominate must be within seven days of the day we nominated unless you have a good reason to nominate a day outside that period. The assessment must take place at your Unit or another reasonable place we specify.

#### **9.5 Your representatives**

It is important that we know if you have authorised someone to represent you or to make decisions on your behalf. For this purpose, you agree that:

- (a) if you appoint (or have appointed) any person to act as your attorney under a power of attorney, you will provide us with a copy of the power of attorney document and advise us of any changes made to it; and
- (b) if you execute (or have executed) a will, you will provide us with the name of the executor you have appointed under the will and advise us of any changes made to it.

### **10. Further Development**

#### **10.1 Resident's acknowledgment of Development**

You acknowledge that before signing this Lease, you were informed by us or our agent that:

- (a) we are continuing to consider options for the further development of the Village and land adjoining the Village and may in our absolute discretion decide to proceed with development of any part or all of the Village or land adjoining the Village for any purpose;
- (b) the timing of Development is subject to market conditions and our ability to sell, lease, develop, construct, and obtain finance for development;
- (c) the master plan of the Village was available for inspection before you entered into this Lease and that may change; and
- (d) to the extent that any part or all of the Village or land adjoining the Village might be developed for any purpose, we have given no promise or representation as to the timing of any such works, the design or build quality of the Development or the composition of uses.

#### **10.2 Operator's right of Development**

You acknowledge and agree that we may in our discretion:

- (a) construct the Village in stages;
- (b) construct further accommodation units, including as part of future stages at the Village;
- (c) alter the type, size, configuration or design of the units;
- (d) relocate, reconfigure, renovate, redevelop, extend and/or improve any facilities;
- (e) amalgamate, subdivide or further subdivide a lot comprising the Village Land;
- (f) construct additional rooms or areas in the Village to be used for the purpose of office, temporary accommodation or administration; and
- (g) alter the size of the Village, by incorporating additional or adjoining land into the Village or disposing of, or removing, land forming part of the Village

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### **10.3 Objection, claims and disruption in relation to the Development**

- (a) You cannot Object to any of the things described in clause 10.1 and 10.2.
- (b) You acknowledge that we give no representation or warranty as to the views that can be achieved from any unit on the Village Land, including your Unit, and you release us from all Claims that might be made against us in respect of actual or anticipated views from your Unit.
- (c) You release us from all Claims that might be made against us in respect of Construction Amenity Impacts arising as a result of or in connection with all or parts of the Development, provided that we (and our contractor) have complied with all relevant laws.
- (d) You must not do anything intended to stop, disrupt, impede or interfere with our (or our contractor) carrying out all or parts of the Development, provided that we (and our contractor) have complied with all relevant laws.

### **10.4 Subject to Act**

This clause 10 applies subject to the Act and any 'approved redevelopment plan' for the Village in effect under the Act at the relevant time.

## **11. Funds we must keep**

### **11.1 Legal obligations on us**

The Act requires us to hold money in bank accounts for the purposes set out in this clause 11.

### **11.2 General Services Charges Fund**

We must have a General Services Charges Fund to pay for the Operating Costs.

### **11.3 Payments to the General Services Charges Fund**

Each Financial Year, we will determine the amount to be paid into the General Services Charges Fund to pay the Operating Costs for that Financial Year. The Residents pay all of the money that must go into the General Services Charges Fund. This is done by each Resident (including you) paying a General Services Charge.

### **11.4 Maintenance Reserve Fund**

We must have a Maintenance Reserve Fund to pay for maintenance and repairs to our capital items in the Village. The Maintenance Reserve Fund is not used to pay for repairs that are your responsibility under this Lease, or the responsibility of other Residents under their residence contracts.

### **11.5 Payments to the Maintenance Reserve Fund**

Each Financial Year we will determine the amount to be paid into the Maintenance Reserve Fund based on a quantity surveyor's estimate of the future maintenance and repair costs to which the fund relates. The Residents pay all of the money that must go into the Maintenance Reserve Fund. This is done by each Resident (including you) paying a Maintenance Reserve Fund Contribution.

We must hold the contributions to the Maintenance Reserve Fund in the way required under the Act. Any interest we earn is to be retained in the Maintenance Reserve Fund.

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### **11.6 Maintenance Reserve Fund insufficient**

If there is not enough money in the Maintenance Reserve Fund to pay for necessary maintenance and repair work of our capital items in the Village then:

- (a) we must pay the cost of that work; and
- (b) we may recover the cost from future amounts paid into the Maintenance Reserve Fund (but we may not charge interest on the costs we pay).

### **11.7 Capital Replacement Fund**

We must also have a Capital Replacement Fund to pay for replacement of our capital items in the Village. The Capital Replacement Fund is not used to pay for replacements that are your responsibility under this Lease, or the responsibility of other Residents under their residence contracts. We may use the money in the Capital Replacement Fund for any purpose allowed under the Act.

### **11.8 Payments to Capital Replacement Fund**

Each year we will determine an amount to be paid into the Capital Replacement Fund based on a quantity surveyor's estimate of future costs of replacing capital items.

The Capital Replacement Fund contributions must be held in a separate bank account that complies with the requirements of the Act. The interest earned on this account is to be retained in the Capital Replacement Fund.

If we are paid by our insurer for the destruction of capital items then that money must be paid into the Capital Replacement Fund.

### **11.9 You do not contribute to the Capital Replacement Fund**

You are not required to contribute to the Capital Replacement Fund.

### **11.10 Work to your Unit covered by our insurance**

Subject to clause 14, if your Unit is damaged and the damage is covered by our insurance or the insurance for the Village then:

- (a) we will arrange for your Unit to be restored to the condition it was in before the damage occurred (or as close to that condition as can reasonably be achieved); and
- (b) until your Unit is restored, the General Services Charge and the Maintenance Reserve Fund Contribution are reduced in proportion to extent of the damage (based on your ability to keep using the Unit).

The reductions under clause 11.10(b) do not apply if you caused the damage.

### **11.11 Other Units**

We must comply with our repair obligations with respect to the other Units and must use reasonable endeavours to have other Residents comply with their maintenance and repair obligations.

### **11.12 Looking after the Community Facilities**

We must keep the Community Facilities clean. Lawns must be mown as required and the gardens must be kept in good condition. The buildings, equipment, paths and driveways that are Community Facilities must be kept in good condition and repaired or replaced when necessary.

Our cleaning and maintenance obligations do not apply to your Licensed Area or any areas that we have given other Residents a licence to use.

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## **12. Your obligations about alterations, maintenance and replacement**

### **12.1 Alterations and damage**

You must not:

- (a) make any alterations to the inside or outside of your Unit without our written consent, which we may give or refuse at our absolute discretion. This includes painting, installing or changing appliances, antennae, satellite dishes, heating, air conditioning, awnings, security doors and grilles and any other similar item;
- (b) damage your Unit; or
- (c) do anything that might cause structural damage to your Unit, in particular, you should get our approval before bringing any unusually heavy items into your Unit.

### **12.2 Notice of damage and problems**

You must immediately notify us of any:

- (a) damage to your Unit or the furnishings, fixtures, fittings and appliances provided in your Unit; or
- (b) problems with the plumbing, electrical wiring, gas pipes or appliances provided in your Unit.

### **12.3 Your maintenance and repair obligations**

You must keep your Unit clean, free from rubbish, well maintained and in a state of good repair. This means you must:

- (a) carry out minor day-to-day cleaning of the outside of your Unit, including cleaning the outside of the windows and sweeping the entrance;
- (b) repair damage that is not the result of fair wear and tear;
- (c) carry out regular servicing of any equipment and appliances provided in or on your Unit that require it (excluding the hot water system and any solar panels);
- (d) repair equipment and appliances when they are broken (excluding the hot water system and any solar panels); and
- (e) replace all items that are stated to be included in your Unit in the definition of 'Unit' in clause 2.1 if they are worn out, or cannot reasonably be repaired (excluding the hot water system and any solar panels).

However, you need not do maintenance and repair work that this Lease says we must do.

You are responsible for your costs in complying with this clause.

### **12.4 Other repair and replacement you must pay for**

You must pay the costs we incur for replacing things in the Village or your Unit that:

- (a) you, a person who is your Visitor or guest or a person doing work for you in your Unit deliberately damage or destroy;
- (b) are subjected to accelerated wear because of the actions of such a person; or
- (c) you ask us, and we agree, to repair or replace on your behalf.

Payments under this clause 12.4 must be made within 28 days after we give you evidence of the cost we incurred.

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## **12.5 General rules about alterations and additions to your Unit**

If you do make alterations or additions to the inside or outside of your Unit then:

- (a) you must maintain, repair and replace the alterations or additions in accordance with clause 12.3;
- (b) the alterations or additions become our property;
- (c) you are not entitled to claim any contribution to the cost from us or the next occupant of the Unit; and
- (d) when you leave the Unit:
  - (i) you are not allowed to remove any alterations or additions you have installed unless you have our consent; and
  - (ii) you must remove any alterations or additions you have installed that we ask you to remove.

If you are allowed or required to remove the alterations or additions you have installed under this clause you must pay for the works needed to repair any damage caused to your Unit by the removal.

## **12.6 Notice of, and consent for, work to your Unit**

If you are going to do work (including repair work) to your Unit then, before any work is done, you must notify us in writing of the type of work you are planning, the time you want to do the work and the material and equipment that will be used and obtain our written consent. As a condition of us giving you consent to do the work, we may set conditions. You must comply with the conditions we set about doing that work. These conditions may include, but are not limited to:

- (a) the time when the work is to be done;
- (b) restrictions on the material and equipment that can be used; and
- (c) steps you must take to minimise noise and mess.

## **12.7 Requirements about tradespeople**

If you will be hiring tradespeople for the work then you must ensure they have all the required licences and necessary policies of insurance, including public liability, in place for the work and you must tell us who they are and when they will be coming to the Village to do the work. You must have them report to the Manager on their arrival at the Village.

If the work involves the repair or replacement of electrical or plumbing fixtures (other than changing tap washers) then you must use tradespeople who have been approved by us and who have the appropriate licences and insurance cover to do that work.

# **13. Our general obligations and rights**

## **13.1 Not to interfere**

We must not interfere with your occupation of the Unit or your rights under this Lease unless we are specifically allowed to do so under this Lease or a law.

## **13.2 Insurance**

We must ensure that the Village is always insured to its full replacement value and we must have any other insurance we are required to have under a law. We may have other insurance for the Village as we see fit.

The insurance we take out may be subject to any excess permitted under the Act. Any such excess payable by us for a claim under a policy of insurance will be included in the Operating

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Costs. However, if the claim is made as a result of damage or an incident caused by a Resident, we or our insurer may require the Resident at fault to pay the excess and/or recover the cost of the claim from that Resident.

### 13.3 Operating Costs

We must pay the Operating Costs as they fall due.

### 13.4 General Services

We agree to supply, or make available, to you and other Residents the General Services while you reside in your Unit as a Resident. This obligation is subject to:

- (a) you complying with your obligations under this Lease, including paying the General Services Charge and the Maintenance Reserve Fund Contribution to us in accordance with clause 16; and
- (b) the qualification that we are not obliged to include in a General Service anything you must do, or are made responsible for personally, under the terms of this Lease.

The General Services as at the date this Lease is prepared are set out in clause 1.1 of Schedule 1.

### 13.5 Personal Services

We may, but are not obliged to, supply or make available to you, or other Residents, Personal Services.

The Personal Services (if any) we supply, or make available, at the Village, and the charges payable for those services, at the date this Lease is prepared are set out in clause 1.2 of Schedule 1. The General Services Charge, the Maintenance Reserve Fund Contribution and other payments set out in this Lease do not include the charge you must pay for receiving a Personal Service. The charges payable for Personal Services may change from time to time without notice. We will notify you of increases in the charges for any Personal Services you have elected to receive from time to time as and when they occur. Increases will apply from the date we give you a notice.

### 13.6 Additional services

We may in the future supply, or make available, additional services to Residents for which a services charge is to be made (including the Proposed Services), provided that we comply with the requirements of section 108 of the Act.

**Proposed Services** means the services (if any) listed in clause 1.3 of Schedule 1.

### 13.7 Managing the Village

We must manage the Village as required under the Act and this Lease. Our management obligation includes:

- (a) doing everything we reasonably can to ensure other Residents in the Village comply with their leases; and
- (b) keeping and using the Maintenance Reserve Fund and the Capital Replacement Fund as required under the Act.

We may engage a Manager from time to time to manage the Village and otherwise perform our obligations and exercise our rights under this Lease on our behalf. We may also engage contractors and agents to provide services on our behalf.

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### 13.8 Our entry rights

We may enter your Unit at reasonable times during the day to view the condition of your Unit. Except if we reasonably believe that an emergency exists, we must give you at least two days' notice before entering your Unit under this clause.

### 13.9 Entry in an emergency

If we reasonably believe that an emergency exists we may enter your Unit at any time without giving you any prior notice so that we can deal with the emergency.

### 13.10 Master key and Unit security

- (a) You agree to us holding a master key to your Unit to allow us to enter your Unit in accordance with our rights under this Lease.
- (b) You must not:
  - (i) change the lock to your Unit; or
  - (ii) install or fit any chain or bolt to your Unit.
- (c) You must ensure that you take reasonable steps to secure your Unit, including securing all doors and windows when your Unit is not occupied.

### 13.11 When we may do works in your Unit

We may do the following work in your Unit:

- (a) repairs and maintenance that you are obliged to do, but do not do within a reasonable time after we give you a notice requiring you to do that work;
- (b) repairs and maintenance needed to deal with an emergency; and
- (c) work that we are obliged to do under this Lease.

### 13.12 Notice before we do work in your Unit

If we do work in your Unit then, unless it is for an emergency:

- (a) we must give you at least 14 days' notice before doing the work; and
- (b) we may only do the work at reasonable times of the day.

If the work is for an emergency then we may do the work at any time without giving you prior notice.

### 13.13 Our obligations when we do work in your Unit

When we do any work in your Unit we must:

- (a) do our best to minimise inconvenience to you; and
- (b) repair any damage we cause and clean up the mess we make.

### 13.14 Cost of our work in your Unit

You must pay us the reasonable costs of work we do under clause 13.11 unless the work we do is our responsibility under this Lease.

### 13.15 Other work in the Village

We may:

- (a) alter or extend the Community Facilities; and
- (b) close the Community Facilities so that we can do repair work or other work we are allowed to do under this Lease.

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If we do work in the Community Facilities then we must do the work promptly so that the Community Facilities can be reopened as soon as reasonably possible.

We may expand the Village or redevelop parts of the Village. If we do this then we must do our best to minimise inconvenience to you.

## **14. If your Unit is destroyed or damaged**

### **14.1 Our choices**

If your Unit is destroyed (which includes damage to such an extent that restoring it is impractical) then we may choose to either:

- (a) rebuild the Unit, in which case clause 14.2 applies; or
- (b) terminate this Lease by giving you a notice.

### **14.2 If we rebuild**

If we rebuild your Unit then it need not match the original design, but must:

- (a) be the same size or larger, unless we are required by an authority to build it smaller;
- (b) have the same number of bedrooms and substantially the same facilities, equipment and appliances; and
- (c) be built to substantially the same or better quality.

### **14.3 Your termination rights**

If your Unit is destroyed then you may terminate this Lease by giving us a notice if:

- (a) we do not notify you of our choice under clause 14.1 within one month after your Unit is destroyed; or
- (b) we notify you that we will rebuild your Unit but we do not start rebuilding it, or complete rebuilding it, within a reasonable time.

### **14.4 What happens on termination**

If we terminate this Lease under clause 14.1 or you terminate it under clause 14.3 then we must repay you your Ingoing Contribution, and you must pay us the amounts set out in clause 22.3, calculated on the following basis:

- (a) we are taken to have entered into a new lease for your Unit for a Resale Price equal to the Resale Value that would have applied if your Unit had not been destroyed (and assuming no Reinstatement Work or Renovation Work was done to your Unit);
- (b) no amount is to be deducted for Reinstatement Work (which is a normal payment, see clause 22.3(d)) and the cost of finding a new Resident (which is a normal payment, see clause 22.3(b)); and
- (c) notwithstanding the definition of 'Exit Entitlement Date' in clause 2.1, the Exit Entitlement Date is the date 14 days after we receive payment from our insurer for the destruction of your Unit.

### **14.5 General Services Charge and Maintenance Reserve Fund Contribution**

You need not pay the General Services Charge or the Maintenance Reserve Fund Contribution from the date your Unit is destroyed to the date the new Unit is ready for occupation or this Lease is terminated. This clause 14.5 does not apply if:

- (a) you caused the destruction of your Unit; or



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- (b) we offer you replacement accommodation in the Village until your new Unit is ready for occupation.

## 15. Ingoing Contribution

### 15.1 Payable on signing

You must pay us the Ingoing Contribution, less any deposit amount or reservation fee previously paid by you, on or before the Commencement Date. Your payment must be by bank cheque issued by a bank licensed to carry on business in Australia or by direct deposit of cleared funds into a bank account nominated by us.

### 15.2 Trustee holds in trust

We must pay the Ingoing Contribution to a Trustee to hold in trust until the latest of:

- (a) the day any pre-conditions to the commencement of this Lease are fulfilled; or  
(b) the day your cooling-off period ends (see clause 4).

The Trustee will then pay the Ingoing Contribution to us unless you have rescinded this Lease before the end of the cooling-off period.

### 15.3 Ingoing Contribution is a loan

You pay the Ingoing Contribution to us as a loan in consideration for the grant to you of this Lease, which loan is unsecured, interest free and repayable in the way provided in clause 22.

## 16. Service charges and contributions

### 16.1 What is the General Services Charge

The General Services Charge is an amount you must pay us each Financial Year as a contribution to the General Services Charges Fund.

The purpose of the General Services Charges Fund is to pay for the Operating Costs.

### 16.2 What are the Operating Costs

The Operating Costs are the expenses we incur in connection with the ownership, operation, management and administration of the Village and the performance of our duties under this Lease, including the provision of facilities and services to Residents. More detail of the Operating Costs is provided in Schedule 2.

### 16.3 Budget for General Services Charges Fund

Before each Financial Year, we will prepare a budget for the General Services Charges Fund. If you ask, we will give you a copy of the budget.

### 16.4 Amount of your General Services Charge

The amount you pay for the General Services Charge each Financial Year is determined by us and is a proportion of the amount we decide should be paid into the General Services Charges Fund to pay the Operating Costs for the relevant Financial Year.

The General Services Charge does not include the Maintenance Reserve Fund Contribution, which is a separate payment (see clause 16.5).

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### **16.5 Maintenance Reserve Fund Contribution**

The Maintenance Reserve Fund Contribution is an amount you must pay us each Financial Year as a contribution to the Maintenance Reserve Fund.

Before each Financial Year, we will prepare a budget for the Maintenance Reserve Fund. If you ask, we will give you a copy of the budget.

The amount you pay for the Maintenance Reserve Fund Contribution each Financial Year is determined by us and is a proportion of the amount we decide should be paid into the Maintenance Reserve Fund for the relevant Financial Year.

### **16.6 Methods of calculation**

Your General Services Charge and Maintenance Reserve Fund Contribution in each Financial Year will be determined and calculated by us using one or more methodologies to apportion the relevant budgeted costs. For example, we may apportion any relevant costs equally across all Units in the Village.

### **16.7 How charges are payable**

The General Services Charge and the Maintenance Reserve Fund Contribution are payable by instalments in advance as described in clause 17.1.

We will notify you of your instalments (and any changes to them) when we give you the General Services Charges Fund budget and Maintenance Reserve Fund budget for each Financial Year and any budget changes.

### **16.8 Annual statements for the General Services Charges Fund**

At the end of each Financial Year, we will prepare a statement for the General Services Charges Fund showing:

- (a) the income of the fund (being the General Services Charges received from Residents); and
  - (b) the expenditure of the fund (being the actual Operating Costs),
- for the Financial Year.

If the amount we have been paid for the Financial Year in accordance with the General Services Charges Fund budget is less than the actual Operating Costs, then the shortfall will be added to the budget for the next Financial Year. If the amount we have been paid for the Financial Year in accordance with the General Services Charges Fund budget is greater than the actual Operating Costs, then the surplus will be deducted from the budget for the next Financial Year.

### **16.9 Limit on increase in total General Services Charges**

As a general rule, we cannot increase the total amount to be raised from Residents by way of General Services Charges from one Financial Year to the next by more than the CPI Percentage Increase.

There are two exceptions to the general rule:

- (a) the Residents can authorise a greater increase in the total amount by special resolution passed at a Residents' meeting; and
- (b) we may increase the total amount by more than the CPI Percentage Increase if needed because of an increase in:
  - (i) rates, taxes and charges on the Village land or its use;
  - (ii) wages and salaries that are set under an industrial relations award or agreement made under State or Commonwealth law; or
  - (iii) insurance premiums or insurance excesses paid.

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## **16.10 Audit and financial statements**

Each Financial Year we will prepare a financial statement about the Village's operation, including the General Services Charges Fund, and have it audited. The auditor must be a registered company auditor or an accountant that is a member of The Australian Society of Certified Practising Accountants or the Institute of Chartered Accountants in Australia.

If you ask, we must give you within the time periods required by the Act:

- (a) a quarterly financial statement about the income and expenditure of:
  - (i) the Capital Replacement Fund;
  - (ii) the Maintenance Reserve Fund; and
  - (iii) the General Services Charges Fund; and
- (b) a copy of the annual audited financial statement about the Village's operation.

## **17. General requirements about payments**

### **17.1 How and when**

Payments of the General Services Charge, the Maintenance Reserve Fund Contribution and for Personal Services must be made in advance on the first day of each month, or any other day we notify you.

We may nominate in our discretion one of the following methods by which you must make payments of the General Services Charge, the Maintenance Reserve Fund Contribution and for Personal Services:

- (a) you authorising us to direct debit a bank account of yours that you nominate;
- (b) you making payment by personal or bank cheque to the Manager;
- (c) you making a direct deposit into a bank account nominated to you by us or the Manager;  
or
- (d) any other method we nominate to you in writing from time to time.

### **17.2 Interest for late payments**

If you are more than 14 days late paying the General Services Charge, the Maintenance Reserve Fund Contribution or for Personal Services, you must also pay us interest on the overdue amount. The interest rate is the greater of:

- (a) 3% per annum above the rate our principal banker charges for an account overdrawn by \$50,000 or more; and
- (b) 12% per annum.

A certificate from an officer of our principal banker is conclusive evidence of the rate referred to in clause 17.2(a).

### **17.3 Taxes and other charges**

Despite anything otherwise contained in this Lease, we may deduct from any money received or payable by us pursuant to this Lease the amount of any financial institutions duty, bank account debits tax or similar duty or tax and the cost of all bank cheques paid or payable by reason of each transaction.

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## 18. Termination

### 18.1 Notice of intention to terminate

If you want to leave the Village then you may notify us and we will make arrangements to find a new Resident for your Unit. This notice is called a Notice of Intention to Vacate. Your Notice of Intention to Vacate should say when you would like to leave the Village.

If you give us a Notice of Intention to Vacate then we will make arrangements to find a new Resident for your Unit. This will include:

- (a) determining the Reinstatement Work and the Renovation Work (see clause 20);
- (b) determining the Resale Value (see clause 19);
- (c) finding a new Resident for your Unit (see clause 21); and
- (d) agreeing when your Lease should terminate so that you can continue to occupy your Unit until the new Resident is found.

A Notice of Intention to Vacate under clause 18.1 does not terminate this Lease.

### 18.2 Our rights to terminate on 14 days' notice

We may terminate this Lease by giving you at least 14 days' written notice if you:

- (a) intentionally or recklessly:
  - (i) injure a person while the person is in the Village; or
  - (ii) seriously damage your Unit, a part of the Village or property in the Village; or
- (b) are likely to do something mentioned in clause 18.2(a).

In these circumstances the Termination Date is the date stated in our notice.

### 18.3 Our rights to terminate on two months' notice

We may terminate this Lease by giving you at least two months' written notice if:

- (a) you materially breach this Lease;
- (b) we reasonably believe you have abandoned your right to reside in the Village;
- (c) we, and a person who has assessed your care needs under clause 9.4, reasonably believe that your Unit is now unsuitable for you; or
- (d) we are implementing an 'approved closure plan' for the Village under the Act.

In these circumstances the Termination Date is the date stated in our notice.

### 18.4 What is a material breach

For clause 18.3(a), a material breach of this Lease includes but is not limited to:

- (a) not paying the Ingoing Contribution on or before the Commencement Date;
- (b) not paying the General Services Charge, the Maintenance Reserve Fund Contribution or Personal Service charges within 14 days after they are payable (whether or not we have formally demanded payment);
- (c) having a Visitor live in your Unit in breach of clause 6.12;
- (d) refusing to submit to an assessment of your care needs as required under clause 9.4;
- (e) conducting yourself in such a way as to bring the Village into disrepute or substantially detracting from, or interfering with, the rights, peace and enjoyment of other Residents in the Village;

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- (f) conducting yourself in such a way as to materially impede the Village staff from performing their duties properly;
- (g) repeatedly failing to comply with this Lease or the Village Rules;
- (h) becoming bankrupt or making any other arrangement or composition with your creditors; and
- (i) being found guilty by a Court of having committed a criminal offence or act.

If there is more than one of you, we may terminate this Lease under clauses 18.2 or 18.3 if any of the circumstances set out in those clauses occurs in relation to any one of you.

### **18.5 Termination notice to comply with the Act**

A notice we give under clauses 18.2 or 18.3 must comply with section 53 of the Act.

### **18.6 Termination on death**

This Lease terminates on the date you die. If there is more than one of you then this Lease terminates when the last of you dies.

In these circumstances the Termination Date is the date of death.

### **18.7 Your right to terminate**

You may terminate your right to reside in the Village at any time by giving us at least one month's written notice. Your notice should state when you want to leave the Village.

In these circumstances the Termination Date is the later of:

- (a) one month after your notice to terminate is received by us; and
- (b) the date nominated in your notice as the date you desire to terminate your right to reside in your Unit.

### **18.8 What happens when this Lease is terminated**

When this Lease is terminated, then unless the Act provides otherwise:

- (a) you must give us vacant possession of your Unit on the Termination Date (if you do not give us vacant possession then we may re-enter and take possession of your Unit);
- (b) the Resale Value must be agreed or determined (see clause 19);
- (c) Reinstatement and/or Renovation Work may be done to your Unit (see clause 20) unless your Unit has been destroyed;
- (d) we will attempt to find a new Resident for your Unit (see clause 21); and
- (e) on the Exit Entitlement Date:
  - (i) we must repay you your Ingoing Contribution (see clause 22.1); and
  - (ii) you must pay us the Exit Fee and other payments you owe us (see clause 22.3).

### **18.9 Rights that are not affected by termination**

The termination of this Lease does not affect:

- (a) rights about breaches that occurred before the termination; and
- (b) the rights and obligations of the parties under clauses 6, 12, and 16 to 24.

### **18.10 Property left in your Unit**

If you do not remove all of your property from your Unit when you leave it then:

- (a) we may remove that property and store it;

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- (b) we may charge you reasonable removal and storage costs; and
- (c) if you have not collected your property within 14 days from when you left the Unit, we may dispose of that property as we see fit.

## 19. Resale Value

### 19.1 What is the Resale Value?

The Resale Value means the fair market value of a lease of your Unit.

### 19.2 Determining the Resale Value

When a Notice of Intention to Vacate is given, or this Lease is terminated or otherwise ends, you and we must negotiate in good faith and, if possible, agree in writing on the Resale Value.

If you and we have not agreed on the Resale Value within 30 days of the Termination Date, or any different date specified in the Act, then we must have a valuer determine the Resale Value within a further 14 days. The valuer must be selected in accordance with the Act. The valuer's valuation is the Resale Value.

### 19.3 Resale Value to be updated as required by the Act

The Resale Value must be updated if and when required under the Act.

### 19.4 Costs of the valuations

You and we must share the costs of any valuations obtained under clauses 19.2 and 19.3 in the same proportions as you and we share the Resale Price.

## 20. Work to your Unit after termination

### 20.1 Reinstatement Work

**Reinstatement Work** means any replacements or repairs reasonably necessary to reinstate your Unit to the same condition it was in at the Commencement Date, apart from:

- (a) fair wear and tear; and
- (b) renovations and other changes to the condition of your Unit carried out by agreement between you and us.

You must carry out the Reinstatement Work for your Unit by the date you give us vacant possession of your Unit under clause 18.8(a).

If:

- (a) you do not carry out the Reinstatement Work; or
- (b) you and we agree that we will do the Reinstatement Work for you,

then we may carry out the Reinstatement Work (at your cost) within the time required under the Act.

### 20.2 Acknowledgments about Reinstatement Work

You acknowledge and agree that:

- (a) if you smoke, or permit others to smoke, in your Unit, smoke penetration into the carpets and other floor coverings, walls, ceilings and other internal surfaces and into any furnishings provided in your Unit (such as curtains, shutters or blinds) may result in the Reinstatement Work being more extensive than it otherwise would have been; and

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- (b) replacing carpets and other floor coverings under clause 8.6(d) will be included in the Reinstatement Work if you have had a dog or cat living with you in your Unit. To avoid doubt, you will be responsible for the full cost of the replacement of carpets and other floor coverings despite the term of this Lease or the length of stay of the pet.

### 20.3 Renovation Work

We may do Renovation Work to your Unit after this Lease terminates.

**Renovation Work** means replacements or repairs to your Unit other than Reinstatement Work.

Renovation Work may include:

- (a) cleaning;
- (b) repainting and associated re-plastering;
- (c) replacing carpets and other floor coverings;
- (d) repairing damage, including damage done by the removal of alterations or additions to your Unit;
- (e) replacing or renewing fixtures, fittings, equipment, appliances, furniture, furnishings and other property provided by us in or on your Unit; and
- (f) treating the Unit for insects and pests.

We must pay all the costs associated with doing any Renovation Work.

If we choose to do Renovation Work, then we must complete that work on or before the date you and we agree or, if no date is agreed, the date determined by the Tribunal.

### 20.4 Relative residing after Termination Date

If your relative has a right to reside in your Unit under the Act after the Termination Date, the provisions of the Act dealing with our rights and obligations as the scheme operator, your rights and obligations as the former resident and your relative's rights and obligations in relation to Reinstatement Work and Renovation Work are to prevail over anything in this clause 20. In particular, we are not required to perform any obligations that are set out in this clause 20 unless we are expressly required to do so under the Act.

## 21. Requirements about new residents

### 21.1 Requirements for new residents

The new Resident for your Unit must be a person we approve.

We will approve persons who satisfy the following criteria:

- (a) we reasonably believe that he or she is at least 65 years old or, if there is two of them, that both are at least 65 years old; and
- (b) we reasonably believe that your Unit is suitable for the person (or both of them).

However, we reserve the right to vary any age limit or criteria set out in clause 21.1(a) or accept a person who does not satisfy the criteria, but who we believe is a suitable resident for the Village.

### 21.2 Leasing your Unit

When you give us a Notice of Intention to Vacate, or this Lease is terminated, we must use reasonable endeavours to find a new Resident to enter into a new lease for your Unit.

When seeking new Residents for Units, we must not favour you, other Residents or ourselves and each Unit available for occupation must be offered fairly and on its merits.

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### **21.3 Our exclusive right to find a new Resident**

We have the exclusive right to find a new Resident until six months after the Termination Date. After that period ends, you may appoint a real estate agent to find a new Resident. A new Resident found by your real estate agent must still meet the criteria in clause 21.1. If you appoint a real estate agent then:

- (a) you must immediately notify us of the name of the real estate agent you have appointed; and
- (b) we are no longer obliged to find a new Resident for your Unit.

### **21.4 Terms for the lease with the new Resident**

The new lease entered with the new Resident for your Unit must be in a standard form of lease we have in use at the Village at the relevant time.

### **21.5 Information we must give you**

We must promptly give to you details of each offer for your Unit we receive. At your request, we must give you the following information as soon as practicable after the end of each month until there is a new Resident for your Unit:

- (a) all enquiries we receive about your Unit;
- (b) the steps we are taking to find a new Resident for your Unit; and
- (c) details of the number, size and Resale Values of the other Units available in the Village and the length of time for which those Units have been available.

### **21.6 Leasing at less than the Resale Value**

Either you or we may decide to accept a new lease for a Resale Price that is less than the Resale Value.

If you decide to accept a Resale Price less than the Resale Value you must pay us the difference between the Resale Price and the Resale Value.

This payment must be made when we repay you your Ingoing Contribution.

### **21.7 Costs of finding a new Resident**

You and we must share the costs we incur in finding a new Resident for your Unit in the same proportions as you and we share the Resale Price.

If you appoint a real estate agent then you must pay all the agent's commission and costs.

### **21.8 Relative residing after Termination Date**

If your relative has a right to reside in your Unit under the Act after the Termination Date, then notwithstanding anything in this clause 21:

- (a) your relative will have a right to enter into a new lease of your Unit if certain requirements set out in the Act are met;
- (b) our obligation to use reasonable endeavours to find a new Resident under clause 21.2 will only start if and when we know that your relative will not be entering into a new lease of your Unit; and
- (c) our six month exclusive right to find a new Resident under clause 21.3 will only start when the Act provides that it will start.



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## **22. Payments following termination**

### **22.1 Repayment of Ingoing Contribution**

We must repay you your Ingoing Contribution on the Exit Entitlement Date.

### **22.2 Exit Fee**

The Information Table shows how your Exit Fee is calculated.

### **22.3 What you must pay to us**

When we repay you your Ingoing Contribution, you must pay us:

- (a) the Exit Fee (calculated as shown in the Information Table);
- (b) your share of the cost of finding the new Resident (see clause 21.7);
- (c) the General Services Charge and the Maintenance Reserve Fund Contribution (or parts of them) for the period specified in clause 22.4;
- (d) the costs of, or associated with, Reinstatement Work that you must pay under clause 20.1;
- (e) any amounts you owe to us under any other agreements we have with you about the provision of services or goods to you in the Village; and
- (f) the costs and expenses we incur with respect to the termination of this Lease, including legal costs and our other costs of preparing, executing, stamping and registering any necessary documents and any stamp duty and registration fees; and
- (g) any other amounts you must pay us under this Lease, such as outstanding amounts for the General Services Charge, the Maintenance Reserve Fund Contribution and any amounts under clause 21.6.

These payments must be made when we repay you your Ingoing Contribution. We may set off any amounts payable by you to us under this clause against the amount that we must repay you under clause 22.1.

### **22.4 Continuing obligation to pay the charges after termination**

If this Lease is terminated then:

- (a) for the period up to and including the 90th day after you vacate the Unit, you must pay the full General Services Charge and Maintenance Reserve Fund Contribution;
- (b) from the 91st day until the sooner of:
  - (i) the date we enter into a new Lease with the new Resident of your Unit; and
  - (ii) nine months after you vacate your Unit,you and we must share the General Services Charge and the Maintenance Reserve Fund Contribution in the same proportions as you and we share the Resale Price; and
- (c) after nine months after you vacate your Unit, you are no longer required to pay any share of the General Services Charge or the Maintenance Reserve Fund Contribution.

## **23. Capital gain and capital loss**

You are not entitled to receive any capital gain, and are not required to pay any capital loss, after this Lease is terminated.

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## 24. GST

### 24.1 Meanings in GST Act apply

GST means the goods and services tax payable under the *A New Tax System (Goods and Services Tax) Act 1999* and related Acts.

### 24.2 GST and this Lease

The amounts this Lease requires you to pay do not include any GST. At the date of this Lease, GST applies to some of the services we provide under this Lease. The application of GST may change in the future.

A payment that is subject to GST means a payment that:

- (a) you must make under this Lease; and
- (b) that is for, or partly for, services we provide that are subject to GST.

If a payment is subject to GST then that payment must be increased by the amount of the GST. The intention is that, after paying the GST, we should receive the amount this Lease says is payable to us.

### 24.3 Accounting for GST credits

Some of your payments under this Lease are to reimburse us for our expenses or a share of our expenses, for example, the Operating Costs. When we calculate these reimbursements, we must deduct the amount of the input tax credits to which we are entitled because we incurred those expenses.

## 25. Conversion to freehold title

### 25.1 Your consent

If we wish to establish a community titles scheme under the *Body Corporate and Community Management Act 1997* over the Village you must consent to us doing so.

### 25.2 Your Unit will be a lot

The area, location and dimensions of the lot appearing on the plan of subdivision for the community titles scheme corresponding to your Unit must be substantially the same as the area, location and dimensions of your Unit.

### 25.3 Plan of subdivision

The plan of subdivision and related documents must be prepared and registered at our expense. The by-laws in the community management statement must not take away the rights you have under this Lease.

### 25.4 Documents to be signed

You must do all things and sign all documents we reasonably require to enable:

- (a) the community titles scheme to be established;
- (b) the plan of subdivision to be prepared and approved by the local authority; and
- (c) the plan of subdivision to be registered at the Titles Queensland.

### 25.5 New Lease

Your obligations under clause 25.4 include, if required by us:

- (a) terminating your Lease; and

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- (b) accepting from us a new Lease of the lot corresponding to your Unit that contains substantially the same terms as this Lease.

## 26. Other matters

### 26.1 Consents must be written

If this Lease says that something can only be done with our consent then that consent must be in writing.

### 26.2 Dealing with your Unit

You must not mortgage your Unit without our written consent.

You must not assign your Lease, sublicense or lease your unit, or allow another person to live in your Unit without our written consent. We can give or refuse this consent in our absolute discretion.

### 26.3 When this Lease ends

This Lease continues in force until all obligations under it have been complied with.

### 26.4 Notice of intention to cease Village

If we notify you that we intend to cease operating the Village then:

- (a) we must continue to operate the Village until this Lease is terminated; and
- (b) we need not find a new Resident for your Unit when this Lease is terminated; and
- (c) we must repay you your Ingoing Contribution, and you must pay us the amounts set out in clause 22.3, calculated on the following basis:
  - (i) we are taken to have entered into a new lease for your Unit for a Resale Price equal to the Resale Value determined on the assumption that your Unit has not been reinstated;
  - (ii) no amount is to be deducted for Reinstatement Work (which is a normal payment, see clause 22.3(d)) and the cost of finding a new Resident (which is a normal payment, see clause 22.3(b)); and
  - (iii) notwithstanding the definition of 'Exit Entitlement Date' in clause 2.1, the 'Exit Entitlement Date' is the date 14 days after the later of:
    - (A) date we give you the notice under this clause 26.4; and
    - (B) the Termination Date.

This clause 26.4 applies subject to the Act and any 'approved closure plan' in effect under the Act at the relevant time.

### 26.5 Sale of the Village

We may at any time sell the Village to another person (**Purchaser**), and assign our rights and obligations under this Lease to the Purchaser. We can do this without your consent but, before doing so, we must have the Purchaser sign a deed under which it agrees to comply with this Lease as operator. When that deed is signed by the Purchaser, the sale of the Village is completed and we give you a written notice stating that we have assigned our rights and obligations under this Lease to the Purchaser, then we are fully released from all obligations under this Lease arising after the date of the completion of the sale and all our rights and obligations under this Lease are assigned to the Purchaser.

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This clause 26.5 applies subject to the Act and any 'approved transition plan' in effect under the Act at the relevant time.

**26.6 Dispute resolution under the Act**

You and we have rights under Part 9 of the Act to have disputes about rights and obligations under this Lease referred to a mediator and/or the Tribunal.

A provision of this Lease requiring a dispute to be referred to a specified person does not limit your and our rights to use the dispute resolution process in Part 9 of the Act.

**26.7 Resident's risk**

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

**26.8 Indemnity**

You are liable for and irrevocably and unconditionally indemnify us against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

- (a) damage to or loss of any property or injury to or the death of any person:
  - (i) to the extent it is caused or contributed to by the negligence or wrongful act of you or a person who is your agent, contractor, licensee, invitee or visitor; or
  - (ii) occurring in, or caused or contributed to by anything occurring in, your Unit, except to the extent it is caused or contributed to by the negligence or default of us or our agents, contractors and employees; and
- (b) our doing anything that you must do under this Lease but which you have not done or have not done properly; and
- (c) your breach of this Lease, which includes anything done by your agent, contractor, licensee, invitee or visitor that would be a breach of this Lease if done by you.

**26.9 Release**

You release us from and agree that we are not liable for any liability, loss, penalties, payments, costs, charges and expenses you directly or indirectly incur in connection with:

- (a) damage to or loss of any property or injury to or the death of any person except to the extent it is caused or contributed to by the negligence or wrongful act of us or our agents, contractors and employees;
- (b) anything we are required or permitted to do under this Lease; or
- (c) a service or facility provided by an authority, us or any other person to your Unit or the Village not being available or not working properly.

**26.10 Power of attorney for Lease termination**

You irrevocably appoint us, and each of our officers, as your attorney to execute a surrender of this Lease after it is terminated. We may not use this power of attorney for any other purpose. A certificate from the attorney is sufficient evidence that this Lease has been terminated.

**26.11 Property Law Act provisions negated**

The obligations, rights and powers implied by Sections 105 and 107 of the *Property Law Act 1974* do not apply to this Lease.

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**26.12 Costs**

You acknowledge that you must pay:

- (a) our legal costs in respect of your entry into the Village, including for the execution of this Lease;
- (b) any stamp duty and registration fees on this Lease;
- (c) all the costs you incur complying with your obligations under this Lease; and
- (d) all the costs we incur in connection with any breach or default of this Lease by you.

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# Schedule 1 – Services and facilities

## 1.1 General Services

- (a) Operating the Village for the benefit and enjoyment of Residents.
- (b) Managing the Community Facilities.
- (c) Managing security at the Village.
- (d) Maintaining the security system, emergency help system and/or safety equipment (if any).
- (e) Maintaining fire-fighting and protection equipment.
- (f) Cleaning, maintaining and repairing the Community Facilities.
- (g) Maintenance, repairs and replacements to Units and items in, on or attached to Units (except where this is the responsibility of a Resident).
- (h) Monitoring and eradicating pests.
- (i) Engaging necessary staff and contractors, which may include a Village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.
- (j) Arranging for relevant administrative, secretarial, book-keeping, accounting and legal services.
- (k) Maintaining licences required in relation to the Village.
- (l) Paying Operating Costs.
- (m) Maintaining insurances relating to the Village that are required by the Act or contemplated by this Lease or that we otherwise deem appropriate.
- (n) Complying with the Act.
- (o) Any other General Services funded via a budget of Operating Costs for a Financial Year.

## 1.2 Personal Services

- (a) Nil.

## 1.3 Proposed Services

- (a) Nil.

## 1.4 Community Facilities

- (a) Activities and games room;
- (b) Arts and crafts room;
- (c) Auditorium;
- (d) BBQ area;
- (e) Billiards room;
- (f) Bowling green;
- (g) Cinema;
- (h) Community room or centre;
- (i) Dining room;
- (j) Gardens;

**Title Reference** 51161172, 12727168 and 12730001

- (k) Gym;
- (l) Hairdressing and beauty room;
- (m) Library;
- (n) Medical consultation room;
- (o) Restaurant; and
- (p) Swimming pool (outdoor and heated).

Title Reference 51161172, 12727168 and 12730001

## Schedule 2 – Operating Costs

### 1.1 What are the Operating Costs

The Operating Costs are the total of all expenses we incur in connection with the ownership, operation, management and administration of the Village, other than:

- (a) amounts payable directly by you or another Resident;
- (b) the direct costs of providing Personal Services;
- (c) costs for maintaining and repairing the Village's capital items that are payable out of the Maintenance Reserve Fund; or
- (d) costs for capital items that are payable out of the Capital Replacement Fund.

### 1.2 Specific inclusions in the Operating Costs

The Operating Costs include, but are not limited to, the costs of:

- (a) rates, charges and taxes we have to pay to a government, council or public authority in respect of the Village, but not income tax, capital gains tax or GST;
- (b) water, gas, oil, electricity, communications, sewerage, waste disposal and other services supplied to the Village, common areas and administration areas (but excluding individual units);
- (c) insurance for the Village, including for public risk, fire, lightning, storm, tempest, flood, earthquake, malicious act, explosion, impact and riot or civil commotion and such other risks we think necessary to cover against from time to time;
- (d) cleaning that Residents are not obliged to do;
- (e) lawn mowing and gardening, including replacing dead plants, mulching, spraying and fertilising;
- (f) services we provide to Residents of the Village (except for services for which we directly charge);
- (g) minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the Village in good order and condition, including provision at our discretion for future contingencies;
- (h) pest control;
- (i) expert reports relevant to the operation of the Village;
- (j) firefighting and protection equipment and services, including sprinkler systems, hydrants, fire extinguishers and smoke detectors;
- (k) monitoring and responding to the emergency call system and the other security services and emergency care services in the Village;
- (l) the operation and day to day maintenance of vehicles used for the operation of the Village or transport of residents of the Village, including insurance, registration, servicing, oil and petrol;
- (m) plant, equipment and software;
- (n) contractors we engage from time to time;
- (o) a reasonable share of any off-site administration and management costs;
- (p) wages, salaries, employee benefits, payroll tax, workers' compensation insurance premiums and other employment costs for our employees relating to the Village;



**Title Reference** 51161172, 12727168 and 12730001

- (q) administration, management, accounting, audit, legal and banking costs for the operation of the Village;
- (r) complying with laws and the requirements of authorities relating to the operation, management and administration of the Village;
- (s) auditors/experts engaged to resolve any dispute between us and Residents (including you) in respect of the reasonableness or fairness of the calculation of the General Services Charge or the Maintenance Reserve Fund Contribution;
- (t) expenditures carried forward from any previous accounting period;
- (u) any excess payable under an insurance policy (as referred to in clause 13.2); and
- (v) costs of obtaining the opinions or reports of experts or consultants.



# Annexure D – By-laws in force under section 130 of the *Retirement Villages Act*

Annexure to Disclosure Documents

# The Village Taigum Rules

We value our relationships with you, other residents of the village, our staff, contractors and visitors. These relationships are best maintained on an understanding that it is our obligation to operate and maintain the village to a high standard. We and our staff must respect and be courteous to residents and others. We expect the same respect and courtesy from residents. This respect and courtesy will in part be achieved by residents being mindful of the general rules about behaviour and the obligations required to assist all residents to live harmoniously and in quiet enjoyment in the village.

These rules have been developed to assist with maintaining a peaceful, comfortable and enjoyable village environment for all residents, staff, visitors and guests. These rules are in addition to your obligations under your residence contract.

## 1. Definitions

In the following rules:

- (a) **community facilities** means the buildings and surrounding facilities, lawns, gardens and other areas that we own or lease and that we make available for use by residents from time to time, including any community centre, pool, gymnasium and bowling green facilities;
- (b) **we, our** and **us** means the operator of the village, The Corporation of the Synod of the Diocese of Brisbane, and includes employees, agents or representatives of the operator;
- (c) **Manager** means the manager of the village as appointed under your residence contract in which you are a resident and includes any person acting as the manager and any person to whom the manager delegates a function that the manager would exercise under these rules; and
- (d) **you** and **your** apply to any resident of the village.

## 2. Visitors and guests

- (a) We encourage residents to keep links with relatives, friends and other people from outside the village. Guests are welcome any time. A guest is somebody who visits during the day.
- (b) A visitor is a person who is not a party to your residence contract who you invite to live in your unit with our written permission, and includes your relative or carer. Please refer to your residence contract for further information about your obligations in relation to visitors.
- (c) Any visitor or guest who seriously or repeatedly breaks these rules or breaches the obligations under your residence contract may be asked to leave the village immediately.

## 3. Parking and driving

- (a) You may stop your vehicle to allow passengers to get out of or enter your vehicle.
- (b) If you have use of a garage, carport or parking area, then your right to park your vehicle there ceases when you move to another village or you no longer drive or have a vehicle.
- (c) In this rule, vehicle means a car, motorcycle, boat or mobility transportation aid such as a scooter.

## 4. Pets

For the safety of other residents, no animals are to be kept in your accommodation unit or brought on to the community facilities at any time, without prior approval from us.

## 5. Gardening and landscaping

- (a) The village grounds are important to the overall appearance of the village for residents and visitors. It is our responsibility to maintain all the lawns and gardens on common areas in a presentable condition.
- (b) If you want to assist, such as by watering or weeding the common area near your accommodation unit, you are welcome to do so in consultation with the Facility Manager.
- (c) Shrubs, plants or flowers must not be removed without the Facility Manager's consent.
- (d) You cannot use any part of the community facilities 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.
- (e) If your unit has its own garden it is your responsibility to keep it in a good condition. Care should be taken when buying new plants for your garden as you cannot 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 2 metres (that is, approximately 6 ft 6 in) in height must not be planted without our consent.
- (f) You must not place excessive garden artefacts in your garden. If we deem the features or the number of the artefacts to be excessive, we may remove them at your expense.

## 6. Community facility restrictions

- (a) The community facilities are provided for the use and enjoyment of all residents. Signs posted on or in community facilities, about such matters as hours of use, form part of these rules.
- (b) Walkways, entrances, stairways, corridors, fire escapes, lights, windows or other parts of the community facilities must not be obstructed. (For example, pot plants, hoses, brooms, rakes and other items may present a hazard if left on or in community facilities.)
- (c) When on or in community facilities 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.
- (d) Smoking by residents or their guests is only permitted in accordance with your residence contract.
- (e) It is our job to maintain and clean the community facilities. However, this does not prevent you from sweeping or vacuuming the pathway or corridor immediately outside your unit, if you wish to do this.

## 7. External appearance and care of your unit

- (a) We respect your right to privacy and autonomy over your possessions and domestic affairs.
- (b) No items are to be placed on any balcony or other part of your unit in such a way as to be visible from the outside.
- (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 unit in a position from which it may fall.
- (d) You must not leave debris or any items outside your unit without our consent.
- (e) Water or any other article will not be thrown from the unit at any time.
- (f) You are not to sell or auction anything in your unit without the Operator's written consent.

## 8. Village security

- (a) It is our job to ensure that the village generally is reasonably secure.

- (b) In particular, we are required to provide and maintain locks or other security devices to ensure your unit are reasonably secure. All locks will be keyed to the Village Master key system.
- (c) The self-closing mechanisms of exterior doors that are designed to maintain security are not to be altered in any way.

## 9. Fire safety

- (a) Given the community nature of the village, there are some restrictions in these rules and in your residence contract that are needed in the interest of all the members of that community.
- (b) The storage of excessive amounts of flammable material such as newspapers is not permitted.
- (c) Double adaptors must not be used but power boards with an overload switch may be used with the consent of the Manager.

## 10. Electrical appliances

- (a) The only permitted heating appliances are Dimplex-type oil-filled heaters, electric blow-heaters fitted with cut-out switches, reverse cycle air- conditioners fitted with a safety cut-out switch.
- (b) Air-conditioning units must not be installed without the prior written consent of the Manager in line with village policy.
- (c) Jugs and kettles must have an automatic switch-off function in good working order.

## 11. Volunteers, students and researchers

- (a) All volunteers (whether residents or not) must coordinate their activities with the Manager prior to commencement to ensure that there is adequate insurance and legal protection for those activities.
- (b) Researchers and students undertaking surveys and research are not permitted in the village without the prior consent of the Manager.

## 12. Canvassing and fund raising

- (a) Unauthorised trades people and sales agents are not permitted in the village. Breaches are to be reported immediately to the Manager.

## 13. Motorised wheelchairs and scooters

- (a) Motorised scooters are only permitted with the consent of the Manager. We may put conditions on such consent including the right to withdraw consent if the safety of the person using the scooter or the safety of other persons in the village is compromised in any way. A suitably qualified person (as determined by us) will assess this risk having regard to a number of factors including the mobility needs of the person using the scooter. The Manager may require regular assessments and may restrict where the scooter can be used.
- (b) The motorised wheelchair or scooter must be kept wholly within the unit (including in your garage or carport) when not in use. The batteries are to be charged from a power point within the unit (including from your garage or carport).

#### 14. Statements to the media such as television, radio and press

- (a) Anglicare Southern Queensland has a commitment to ensuring that accurate and truthful information is given to the media, in a way that reinforces the leadership position of the organisation in the aged care sector.
- (b) To ensure consistency of our image and message, only the Executive Director is authorised to speak with the media where contact is initiated by the media. If the Executive Director were unavailable, a member of the Executive Team should be contacted.



# Annexure E – Energy Disclosure Statement

Annexure to Disclosure Documents

# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND

VERSION DATE: 26 SEPTEMBER 2023



### ENERGY DISCLOSURE STATEMENT

#### 1. Introduction

- 1.1 This Energy Disclosure Statement is about the sale and supply of electricity by Seniors Integrated Energy Pty Ltd ABN 99 605 144 520 as trustee for Seniors Integrated Energy Discretionary Trust, trading as SENIORS INTEGRATED ENERGY (we, our, us) to a resident (you, your) at your premises in The Village Taigum (**Premises**).
- 1.2 We have been appointed by The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979 to sell and supply electricity to you via the embedded network at The Village Taigum. An embedded network is a privately owned network. We purchase electricity from an electricity retailer, and then 'on-sell' and 'on-supply' the electricity to different customers at The Village Taigum.
- 1.3 The terms of the agreement for the sale of electricity to your Premises are set out in the 'Electricity Sale Terms and Conditions' attached to this Energy Disclosure Statement.

#### 2. Access to retailer of choice

- 2.1 You have a right to elect to purchase Electricity you use in your Premises from a licensed retailer of your choice rather than from us. Should you wish to purchase electricity from a licensed retailer, we (or our embedded network manager) will provide you with information on the options for metering that will allow you to make this choice (and this information may also separately be provided to you by your chosen retailer). The embedded network manager for the village is ENM Solutions Phone 1300 000 366).
- 2.2 If you choose to purchase electricity from a licensed retailer you may receive two bills, one from your licensed retailer for the cost of electricity and any other charges, and one from us for third party network services. If you choose to purchase electricity from us, you will receive a single bill covering both electricity and third party network services.

#### 3. Applicable Conditions

- 3.1 Due to the small scale of our operations, we rely on exemptions granted under the Energy Laws from the requirement to be licensed to distribute, supply and sell electricity.
- 3.2 Because we are not a licensed retailer, you will not receive the same protections as when you purchase electricity from a licensed retailer. However, we are still required to supply and sell electricity to you in accordance with a number of conditions which are detailed at the Australian Energy Regulator's website at:
  - (a) <https://www.aer.gov.au/networks-pipelines/network-exemptions/classes-of-network-exemption-applicable-conditions>; and
  - (b) <https://www.aer.gov.au/retail-markets/retail-exemptions/classes-of-retail-exemption-applicable-conditions>

#### 4. If you elect to purchase electricity from us

If you elect to purchase electricity from us, the attached "Electricity Sale Terms and Conditions" accompanying this Energy Disclosure Statement will apply.



# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND

VERSION DATE: 26 SEPTEMBER 2023



### 5. Tariffs and charges

- 5.1 As at the date this Energy Disclosure Statement was first given to you our tariffs and charges for the supply of electricity to you are outlined in Schedule 1 to this Energy Disclosure Statement.
- 5.2 These tariffs and charges may change from time to time for reasons such as changes in the costs and charges levied by our electricity retailer or changes in standing offer prices by the local area retailer. We will notify you of any pricing changes in accordance with the requirements of the Electricity Sale Terms and Conditions.

### 6. Life support

- 6.1 You must contact us or Energex (see the contact details in section 10 below) if a person residing or intending to reside at the Premises uses any equipment powered by electricity that a registered medical practitioner certifies is required for a person residing at the site for life support (for example, an oxygen concentrator, an intermittent peritoneal dialysis machine, a kidney dialysis machine, a chronic positive airways pressure respirator, crigler najjar syndrome phototherapy equipment or a ventilator for life support or other equipment certified by a medical practitioner).

### 7. Rebates, concessions and relief schemes

- 7.1 As at the date this Energy Disclosure Statement was first given to you, various government and/or non-government energy rebates, concessions and relief schemes were potentially available to some retirement village residents. Examples include rebates, concessions and relief schemes available through:
  - (a) Queensland Government: <https://www.qld.gov.au/commPremises/cost-of-living-support/concessions/energy-concessions> or Phone: 13 74 68; and
  - (b) Commonwealth Department of Human Services: [www.humanservices.gov.au/](http://www.humanservices.gov.au/) or Phone: 13 23 00.
- 7.2 These rebates, concessions and relief schemes are subject to change or discontinuance. We make no representations or warranties as to whether any such rebates, concessions and relief schemes apply to you, your potential eligibility, or continuance of these rebates, concessions and relief schemes.
- 7.3 If a government or non-government energy rebate, concession or assistance under a relief scheme can only be claimed by us on your behalf, then you can notify us and, assuming there is no legal impediment preventing us from doing so, you may require us make that claim and, if successful, we will apply the rebate, concession or assistance to your bill.

### 8. Assistance for financial difficulty and flexible payment options

- 8.1 If you are unable to pay your Electricity Bills due to financial difficulty please inform us of this difficulty.
- 8.2 If you are having financial difficulty, and you have informed us, we will offer you flexible payment options, including a payment plan. In establishing a payment plan, we will have regard to factors including, but not limited to: your capacity to pay; any outstanding amounts owed; and your expected energy needs over the following 12 months.

# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND



VERSION DATE: 26 SEPTEMBER 2023

8.3 In circumstances where you have informed us of financial difficulties, we will not charge you a late payment fee or require a security deposit to be submitted by you.

8.4 You can access energy efficiency information produced by the Australian government at: <https://www.energy.gov.au/households>

### 9. Dispute resolution

9.1 If you have a complaint with respect to our supply of electricity to you, you may request that we review your complaint in accordance with our Complaints and Dispute Resolution Procedure as set out in clause 25 of the Electricity Sale Terms and Conditions.

9.2 If you are unable to resolve an issue with us, you may refer the dispute to the Queensland Civil and Administrative Tribunal (QCAT) by telephoning 1300 753 228 or visiting <https://www.qcat.qld.gov.au/> to resolve that dispute.

### 10. Contact details

10.1 In the event of an electricity fault or Emergency at the Village unable to be resolved by Village management, please contact:

- (a) during business hours, our **Energy Manager** on Phone: **(07) 3854 3760**, or
- (b) for electricity outside business hours, **Energex** on **13 62 62**.

10.2 If you have any account enquiries or complaints in relation to our energy sale to you, please contact our Energy Manager at **accounts@sienergy.com.au** or **Phone: (07) 3854 3760**. To assist with your query, you should also provide us with a copy of any relevant Electricity Bills.

# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND

VERSION DATE: 26 SEPTEMBER 2023



### Schedule 1 to Energy Disclosure Statement

#### Electricity On-charges

As at the date this was given to you, the following electricity On-charges apply:

Electricity consumption: \$0.26829 per kWh (including GST);

Daily electricity supply charge: \$1.2591 per day (including GST);

The following charges in relation to hot water also apply:

Hot water charge per Litre:  
(after minimum monthly usage threshold) \$0.0187 (including GST)

Minimum hot water usage charge: \$0.6122 per day (including GST)

Electricity account establishment fee: \$8.40 (including GST)

Late payment fee: \$12.00 per late payment (including GST)

Payment dishonour fee: \$9.00 per affected payment (including GST)

Disconnection fee: \$8.40 (including GST)

Reconnection fee: \$8.40 (including GST)

Meter read downloads and graphs: \$10.00 (including GST)

**Effective: 1 July 2023**

# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND

VERSION DATE: 26 SEPTEMBER 2023



### ELECTRICITY SALE TERMS AND CONDITIONS

#### 1. Interpretation

1.1 In these Electricity Sale Terms and Conditions, unless the context otherwise requires:

**"Bulk Electricity Costs"** means charges we are required to pay in relation to the supply of electricity (or the availability of electricity supply) to the Village;

**"Business Day"** means a day that is not a Saturday, Sunday or public holiday in the place where the Village is located;

**"Disconnection"** means an action to prevent the flow of electricity to the Premises, but does not include an interruption;

**"Electricity Bill"** means an invoice we issue to you in relation to one or more On-charges for electricity or other amounts you must pay under these Electricity Sale Terms and Conditions related to electricity;

**"Embedded Network"** means the embedded distribution network of electric lines and associated equipment within the retirement village in which the Premises is located.

**"Emergency"** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

**"Energy Laws"** means national and Queensland laws and rules relating to electricity and other energy and the legal instruments made under those laws and rules, including *National Energy Retail Law (Queensland) Act 2014* and all associated legislation and subordinate legislation.

**"Exemption Conditions"** means any conditions attaching to our retail exemption or network exemption under the Energy Laws.

**"in your Premises" or "to your Premises"**, in relation to the use or supply of energy, includes the use or supply of energy in connection with the use or enjoyment of your Premises;

**"Life Support Equipment"**, means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (g) any other equipment fuelled by electricity that a registered medical practitioner certifies is required for a person residing at the Premises for life support; and
- (h) any other equipment specified to be life support equipment in accordance with the Energy Laws.

**"Medical Confirmation"** means certification in a Medical Confirmation Form from a registered medical practitioner that a person residing or intending to reside at the Premises requires Life Support Equipment.

**"Medical Confirmation Form"** means a written form issued by us to enable you to provide Medical Confirmation to Us.

**"On-charge"** means a charge you are required to pay to us in relation to the supply of electricity (or the availability of electricity supply) to your Premises as notified to you in the Energy Disclosure Statement or notified from time to time in accordance with these Electricity Sale Terms and Conditions;

**"Premises"** means your Unit.

# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND

VERSION DATE: 26 SEPTEMBER 2023



**“Residence Contract”** means your residence contract (within the meaning of section 10 of the *Retirement Villages Act 1999*), relating to your residence in your unit;

**“Unit”** means the accommodation unit in the Village you occupy or will occupy under your Residence Contract;

**“Village”** means the retirement village known as The Village Taigum, 333 Handford Road, Taigum QLD 4018;

**“we”, “us” and “our”** are references to Seniors Integrated Energy Pty Ltd ABN 99 605 144 520 as trustee for Seniors Integrated Energy Discretionary Trust, trading as SENIORS INTEGRATED ENERGY;

**“you” and “your”** are references to the resident/s named in your Residence Contract.

### 2. Scope

2.1 We agree to supply and sell to you electricity at the Premises. We also agree to meet other obligations set out in these Electricity Sale Terms and Conditions and to comply with the Energy Laws.

2.2 In return, you agree to:

- (a) pay the charges for electricity supplied to the Premises until this contract ends under clause 29 even if you vacate the Premises earlier;
- (b) pay the amounts billed by us under this contract; and
- (c) meet your obligations under this contract and comply with the Energy Laws.

### 3. Term

3.1 This contract starts on the date that you have given us consent to this contract in accordance with the Energy Laws or you commence to consume electricity at your Premises.

3.2 If we already have a contract with you for the supply and sale of electricity, that contract is terminated on the date this contract starts. A right or obligation accrued before the end of that contract continues despite the end of that contract, including any obligation to pay an amount to us.

3.3 This contract ends upon termination pursuant to clause 29.

### 4. Obligation to supply

4.1 We cannot refuse to sell electricity to you, except:

- (a) in accordance with clause 29; and
- (b) where the Premises has been disconnected by us for a reason other than failure to pay a bill and the matter leading to the disconnection has not been rectified. We must reconnect the Premises and offer to sell electricity once the matter is rectified.

4.2 you must not connect or synchronise any generator located at the Premises to the Embedded Network without our written consent.

4.3 You must provide sufficient space at the Premises to accommodate our equipment and assets which are necessary to supply electricity to the Premises.

4.4 You must provide convenient, safe and unhindered access to the Premises to us, our authorised representatives, agents and subcontractors for any purpose associated with the supply of electricity to the Premises.

4.5 All of the equipment and assets that we install at the Premises are and remain property of us, and may be removed after Disconnection of the Premises.

# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND

VERSION DATE: 26 SEPTEMBER 2023



4.6 You must allow safe and unhindered access to the Premises for the purposes of reading and maintaining the meters (where relevant).

4.7 We must use best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

### 5. Choice of retailer

5.1 We must not do anything to discourage or prevent you from exercising your choice to appoint a new licensed retailer, whether by:

- (a) requiring you to waive your ability to choose a retailer;
- (b) unreasonably hindering your efforts to find another retailer; or
- (c) unreasonably hindering any metering or network changes required to enable choice of retailer.

5.2 If you choose to purchase electricity from a licensed retailer:

- (a) any new infrastructure (including meters), changes to infrastructure or other arrangements associated with your election will be at your cost;
- (b) you must reimburse (or procure the licensed retailer to reimburse) us for your share of the external electricity network charges for the Village;
- (c) you must not unreasonably interfere with the operation of the Village or Village infrastructure;
- (d) you must not create a risk to any person or property; and

(e) you must comply with all laws.

### 6. Information provision

6.1 Under the Energy Disclosure Statement and these Electricity Sale Terms and Conditions, you acknowledge that we have advised you:

- (a) of the legal name, trading name (if relevant) and contact details of the exempt seller (in this instance – us);
- (b) your right to elect to purchase energy from a retailer of their choice and information on the options for metering that would allow this choice;
- (c) that we are not subject to all the obligations of a licensed retailer, and you will not receive the same protections as it would if you were purchasing from a licensed retailer;
- (d) of your rights in relation to dispute resolution including:
  - (i) any right you have to access the energy ombudsman scheme (if applicable), including to lodge a complaint or for free independent information and advice, or any other relevant external dispute resolution body in the State in which the Premises is located; and
  - (ii) Our procedures for handling complaints and disputes;
- (e) the conditions applicable to the exemption that we are operating under in relation to the Premises;

# THE VILLAGE TAIGUM

## ENERGY DISCLOSURE STATEMENT AND ELECTRICITY SALE TERMS AND CONDITIONS FOR EMBEDDED NETWORK CUSTOMERS IN QUEENSLAND

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- (f) the availability of relevant government or non-government energy rebates, concessions and relief schemes;
- (g) the forms of assistance available if you are unable to pay Electricity Bills due to financial difficulty, as well as the process you should follow to seek these forms of assistance;
- (h) the energy tariffs and all associated fees and charges that will apply to you in relation to the sale of energy;
- (i) the flexible payment options that are available to you in relation to the sale of energy, such as arrangements for payment by periodic instalments (bill smoothing); and
- (j) the contact numbers in the event of an electricity fault or Emergency.

6.2 You must give us any information reasonably required for the purposes of this contract or for us to comply with the Energy Laws. The information must be correct, and you must not mislead or deceive us in relation to any information provided.

6.3 You must promptly give us notice of any information previously provided changes, including if the billing address changes or if your use of electricity changes or is likely to change.

### 7. Resident vacating the Premises

7.1 If you are vacating the Premises, you must provide your forwarding address to us for the final Electricity Bill.

7.2 Upon receipt of the notice, we must use best endeavours to arrange for the

reading of the meter on the date specified in the notice (or as soon as possible after that date if you do not provide access to the meter on that date) and send a final bill to you at the forwarding address stated in the notice.

7.3 You will continue to be responsible for charges for the Premises until the contract ends in accordance with clause 29 of this contract.

### 8. Liability

8.1 Quality and reliability of supply

You acknowledge and agree:

(a) the quality and reliability of supply of electricity to the Premises is subject to a variety of factors that are beyond our control, including accidents, Emergencies, weather conditions, vandalism, system demand, the technical limitations of the Embedded Network and the acts of other persons (such as our distributor);

(b) we can interrupt or limit the supply of electricity to the Premises in accordance with the Energy Laws, including at the direction of a Relevant Authority; and

(c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

8.2 Resident must take precautions

You must take reasonable precautions to minimise the risk of any loss or damage to equipment, the Premises, which may result from poor quality or reliability of the electricity supply. These precautions may include, where appropriate, installing surge protection



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- equipment, obtaining a back-up supply or maintaining insurance.
- 8.3 Our liability
- (a) The Australian Consumer Law and other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.
  - (b) Unless one of those laws requires it, we give no condition, warranty or undertaking, and makes no representation to you, about the reliability, condition or suitability of electricity, or its quality, fitness for purpose or safety, other than those set out in this contract.
  - (c) Any liability we have to you under the Australian Consumer Law that cannot be excluded but that can be limited is (at our option) limited to:
    - (i) providing you equivalent goods or services to those goods or services to which that breach relates; or
    - (ii) paying the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.
  - (d) Subject to clause 8.3(b) and clause 8.3(c) and unless we have acted in bad faith, in breach of contract or negligently:
    - (i) we are not liable to you for; and
    - (ii) you are not entitled to terminate or rescind this contract or claim or receive any abatement
- of electricity charges under this contract as a result of incurring, any loss or damage suffered as a result of the total or partial failure to supply electricity to the Premises, including any loss or damage you suffer as a result of the defective supply of electricity.
9. **Tariffs, fees and charges**
- 9.1 The On-charges are subject to change in the following circumstances:
- (a) If the Bulk Electricity Costs change (including the introduction of a new Bulk Electricity Cost), we may make an equivalent change to the relevant On-charges (including introducing a new equivalent On-charge). In these circumstances, the change to the On-charges will take effect when the equivalent change to the Bulk Electricity Costs takes effect, regardless of when you are notified of the change; or
  - (b) We may change the On-charges or introduce a new On-charge independently of any change in the Bulk Electricity Costs. In these circumstances, the change to the On-charges takes effect fourteen (14) days after we give you notice of the change, or such later date as we decide.
10. **Pricing**
- 10.1 Notwithstanding clause 9, we must not charge you:
- (a) a tariff that is higher than the standing offer price that would be charged by the relevant local area retailer for new



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- connections, if the relevant local area retailer were to supply that quantity, or estimated quantity, of energy directly to your Premises; or
  - (b) an On-charge of a nature that is not charged by the relevant local area retailer for new connections under a standard retail contract. The amount of any allowable charge must not be greater than that charged under the relevant local area retailer's standard retail contract.
- 10.2 We will give you notice of any change to any tariff applicable to you as soon as practicable, and no later than your next Electricity Bill.
- 10.3 Subject to clause 11, any On-charge based on consumption of energy will be calculated on the basis of readings of the relevant meter for your Premises, undertaken by us or our representative. If necessary, you must allow us or our representative to access your Premises (on reasonable notice) to read any meter.

### 11. Estimation as basis for bills

- 11.1 We must use best endeavours to ensure that the meter for you is read and used as the basis, or apportioned, for any bill issued.
- 11.2 We will not rely on an estimation of the meter value at the start of an electricity supply arrangement with you, or for the purpose of issuing a final bill to you.
- 11.3 We may base your bill on an estimation of your consumption of electricity where we are not able to reasonably or reliably base the bill on an actual meter reading.
- 11.4 Where an estimation is used as the basis for your bill, the estimation must be based on:

- (a) the historical metering data for you reasonably available to us; or
- (b) where this is not available, the average usage of energy by a comparable customer over the corresponding period.
- (c) If your bill is based on an estimation this will be clearly stated on your bill.

### 12. Billing

- 12.1 We may issue Electricity Bills on such dates and for such periods as we decide from time to time. However, we will issue Electricity Bills at least once every three months. As at the date of these Electricity Sale Terms and Conditions, we issue Electricity Bills monthly.
- 12.2 Subject to the Exemption Conditions, if you do not pay an Electricity Bill by the due date, we may also charge you a Late Payment Fee.
- 12.3 Subject to the Exemption Conditions, if you breach any of your obligations under these Electricity Sale Terms and Conditions, we may recover from you any loss, damage, cost or expense we suffer or incur as a result. Without limitation, but subject to the Exemption Conditions, this may include costs we incur in engaging a debt collection service.
- 12.4 We are entitled to the benefit of any feed-in tariff (howsoever described) or other consideration or compensation in relation to any energy generated at the Village and exported from the embedded network.

### 13. Payments

- 13.1 Any Electricity Bill must be paid within fourteen (14) Business Days from the date on which we issue the Electricity Bill, or such longer period as we may allow.

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13.2 Our method of payments will be shown on the Electricity Bill.

### 14. GST

14.1 Amounts payable under this contract may be stated to be exclusive or inclusive of GST. Clause 14.2 of this clause applies unless an amount is stated to include GST.

14.2 Where an amount paid by you under this contract is payment for a 'taxable supply' as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

### 15. Undercharging

If you have been undercharged, we can recover the amount undercharged subject to the following:

- (a) where the undercharging was not the result of your fault or unlawful act or omission, we are limited to recovering the amount undercharged in the nine months before the date on which you are notified of the undercharging;
- (b) we cannot charge interest on the undercharged amount; and
- (c) we must offer you time to pay the undercharged amount by instalments, over a period nominated by you (up to 12 months, but no longer than the period of the undercharging).

### 16. Overcharging

If you have been overcharged, we must inform you within 10 Business Days after becoming aware of the overcharging and repay the amount overcharged subject to the following:

- (a) where the amount overcharged is \$25.00 or greater, we must refund the amount to you if requested, or if no such request is made, credit the amount to your next bill.
- (b) where the amount overcharged is less than \$25.00, we must credit that amount to your next bill;
- (c) no interest is payable on the overcharged amount;
- (d) where the overcharging was the result of your fault or unlawful act or omission, we are entitled to limit repaying the amount overcharged in the 12 months before the date on which the error was discovered.

### 17. Payment difficulties

17.1 If you are unable to pay your Electricity Bills due to financial difficulty, please inform our Energy Manager of this difficulty as soon as possible. Our Energy Manager may be contacted at [accounts@sienergy.com.au](mailto:accounts@sienergy.com.au) or Ph: 07-3854 3760

17.2 In this event, subject to clause 21, we will offer you flexible energy payment options, including a payment plan.

17.3 In circumstances where you have informed us of financial difficulties, we will not charge you a late payment fee or require a security deposit to be submitted by you.

17.4 You can access energy efficiency information produced by the Australian government at: <https://www.energy.gov.au/households>

17.5 Subject to clause 19, we must not proceed with Disconnection or cessation of energy supply to you unless we have complied with Energy Laws.

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### 18. Life Support Equipment

18.1 You must advise us whether a person residing or intending to reside at the Premises requires Life Support Equipment.

18.2 If a person living or intending to live at the Premises requires Life Support Equipment, you must:

- (a) advise us that the person requires Life Support Equipment; and
- (b) upon receipt of a Medical Confirmation Form, provide the Medical Confirmation for the Premises to us.

18.3 You must notify us if:

- (a) the Life Support Equipment registered is no longer required at the Premises; or
- (b) any information you have previously given us in relation to the Life Support Equipment has changed.

### 19. Disconnection or de-energisation

19.1 We will not disconnect or cease electricity supply to your Premises where:

- (a) a person residing at the Premises requires Life Support equipment that depends on electricity for its operation;
- (b) an application has been made by or on behalf of you for assistance to an organisation for a rebate, concession or relief available under any government or non-government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made;

(c) you have made a complaint directly related to the proposed reason for Disconnection or de-energisation to us or a relevant external dispute resolution body and the complaint remains unresolved; or

(d) the Disconnection or de-energisation would occur during the following times:

- (i) on a Business Day before 8am or after 3pm;
- (ii) on a Friday or the day before a public holiday;
- (iii) on a weekend or a public holiday; or
- (iv) on the days between 20 December and 31 December (inclusive) in any year.

19.2 For electricity, we must contact the local external distributor to ask whether Disconnection of a retail customer in Queensland would be prohibited on that day due to extreme weather conditions. Where the distributor confirms that the disconnection of you would be prohibited on that day, we must not disconnect the supply to your Premises.

19.3 Notwithstanding clause 19.1, we may disconnect or cease electricity supply at any time where :

- (a) you have requested Disconnection;
- (b) continuing supply to your Premises would be unsafe; or
- (c) your Residence Contract ends.

19.4 If we disconnect the supply of electricity to your Premises under clause 19.3(a) or if you do not pay an Electricity Bill by the due date and we

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- have followed any relevant procedures described in the Exemption Conditions, you must, if we request, pay us those costs we are permitted to recover from you a Disconnection fee and (if the supply of energy is later reconnected to your Premises) a Reconnection fee. :
- 19.5 Subject to the Energy Laws and the Exemption Conditions, we may change our Disconnection fee and Reconnection fee from time to time.
- 20. Reconnection or re-energisation**
- 20.1 Where you are disconnected in accordance with clause 19 and you make a request for reconnection, we will reconnect the Premises as soon as practicable after that a request is made. A request for reconnection may be made ten Business Days after disconnection, or as soon as the matter that led to the disconnection is rectified, and:
- (a) any charges for reconnection are paid; and
  - (b) if there are outstanding amounts owed under your energy account, you agree to enter into a payment plan pursuant to clause 21 with us.
- 20.2 Subject to clause 20.1, we must reconnect the Premises (or, where required, arrange with the distributor to reconnect the Premises) as soon as practicable, and no later than two Business Days from when the request was made.
- 20.3 Subject to clause 20.1, we cannot refuse to supply you on the grounds that you owe outstanding amounts on your energy account.
- 21. Payment Plans**
- 21.1 In establishing a payment plan, we will have regard to factors including, but not limited to: your capacity to pay, any outstanding amounts owed, and your expected energy needs over the following 12 months.
- 21.2 In offering a payment plan under clause 17.2 or 20.1(b), we will inform you of:
- (a) the duration of the plan; and
  - (b) the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid.
- 21.3 If you do not strictly comply with the terms of a payment plan referred to in clause 17.2, we may cancel the payment plan by notice to you.
- 21.4 Clause 17.2 does not apply if:
- (a) we have cancelled two payment plans within the previous 12 month period due to non-payment; or
  - (b) you have been convicted of an offence involving illegal use of energy in the previous two year period.
- 22. Concessions and rebates**
- 22.1 Where you are eligible to receive a government or non-government energy rebate, concession or assistance under a relief scheme, we must not hinder your attempts to establish eligibility.
- 22.2 If the government or non-government energy rebate, concession or assistance under a relief scheme can only be claimed by us on behalf of you, then, assuming there is no legal impediment, we must make that claim and, if successful, must apply the rebate, concession or assistance to your bill.

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### 23. Wrongful and illegal use of electricity

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to the Premises;
- (b) interfere or allow interference with any electricity equipment that is at the Premises except as may be permitted by law;
- (c) use the electricity supplied to the Premises or any electricity equipment in a manner that:
- (d) unreasonably interferes with the connection or supply of electricity to another customer;
- (e) causes damage or interference to any third party;
- (f) allow electricity purchased from us to be used otherwise than in accordance with this contract and the Energy Laws; or
- (g) tamper with, or permit tampering with, any meters or associated equipment.

### 24. Planned and Unplanned interruptions to supply

24.1 For any planned interruptions that will affect the supply of electricity to your Premises, we must:

- (a) notify you at least two business days before the date of the interruption, and
- (b) use our best endeavours to restore your supply as soon as possible.

24.2 In the case of an unplanned interruption, we will:

- (a) within 30 minutes of being advised of the interruption, or otherwise as soon as practicable, make available information on the nature of the interruption and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available, and
- (b) use our best endeavours to restore supply to you as soon as possible.

24.3 If any malfunction or interruption occurs in relation to the supply of electricity to your Premises, from any cause whatsoever:

- (a) we are not liable in relation to the malfunction or interruption and you release and indemnify us in this regard; and
- (b) without limiting Clause 24.3(a), you may not cease or reduce payment of any On-charges, or claim any compensation or damages, as a result of the malfunction or interruption.

### 25. Complaints and dispute resolution

25.1 In the event of a complaint or dispute concerning the sale of energy to you, and in the absence of a determination of the relevant tribunal or Ombudsman, we must:

- (a) deal with the complaint or dispute in accordance with our standard complaints and dispute resolution procedures; and
- (b) make reasonable endeavours to resolve the dispute; and
- (c) advise you:
  - (i) of any right you have to access an energy ombudsman (if

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- applicable), including to lodge a complaint or for free independent information and advice, or any other external dispute resolution body in the State where the Premises is located; and
- (ii) of the telephone number and other contact details of the energy ombudsman (if applicable).
- 25.2 If a dispute arises regarding our sale of energy to you, the following procedure will apply:
- (a) The details of your complaint will be recorded by our Electricity Manager;
- (b) Our Electricity Manager will reply to you, acknowledging receipt of your complaint. This reply may also set out any action we propose to take in response to your complaint.
- (c) If appropriate, we may arrange for the relevant meter for your Premises to be read. If this reading shows that an Electricity Bill sent to you contains an error, we will send you a corrected Electricity Bill as soon as practicable.
- (d) If appropriate, we may engage an electrician to check whether the relevant meter for your Premises is defective. You agree that the energy supply to your Premises and/or other parts of the Village may need to be temporarily interrupted while this occurs and, accordingly, these works may need to be conducted outside usual business hours.
- (e) If clause 25.2(d) applies, we may require (with your agreement) that you and we jointly engage the electrician on the basis that:
- (i) if the relevant meter for your Premises is found to be defective, we will pay the electrician's charges and, if necessary, issue any corrected Electricity Bills as soon as practicable; and
- (ii) otherwise, you will pay the electrician's charges.
- (f) If the procedure outlined in clauses 25.2(a) to 25.2(e) does not resolve the dispute, the dispute resolution procedure set out in the *Retirement Villages Act 1999* will apply.
- 25.3 As set out in the *Retirement Villages Act 1999*, if the dispute cannot be resolved internally, you may, subject to the *Retirement Villages Act 1999* and the *Queensland Civil and Administrative Tribunal Act 2009*, refer the dispute to the Queensland Civil and Administrative Tribunal (QCAT). Accordingly, QCAT is the main external dispute resolution body for any disputes regarding our sale of energy to you. However, you may also, subject to the *Retirement Villages Act 1999*:
- (a) refer any such dispute to the Queensland Department of Justice and Attorney-General; or
- (b) if permitted under Queensland law, access any applicable energy ombudsman scheme, including to lodge a complaint or for free independent information and advice (as at



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the date of these Electricity Sale Terms and Conditions, Queensland law does not permit access to an energy ombudsman scheme for customers in an embedded network though this may change).

- 25.4 In connection with any such dispute, you may request written details of all On-charges applicable to you. To the extent that we are able to do so, we will comply with your request.

### 26. Privacy

- 26.1 You agree that we may collect, record, store, use, disclose and manage information (including personal information about you) relevant to our sale of energy to you. This includes, without limitation, information which we may collect, including any records that we are required to maintain under the Exemption Conditions.
- 26.2 We will comply with all relevant privacy legislation in relation to personal information we collect and hold about you, our privacy policy is available on request from our Energy Manager Ph: 07-3854 3760.
- 26.3 Where we provide goods or services to you on credit (that is, where you pay for those goods or services after we provide them to you), we may be regarded as a credit provider for the purposes of the Privacy Act. If so, then we will hold and securely store all of your credit related information in accordance with the procedures identified in our Privacy Policy which address credit related information.
- 26.4 You consent to us providing a copy of this contract to the Australian Energy Regulator or any other jurisdictional energy regulator, if requested to do so by that regulator.

- 26.5 You agree that we may disclose that information to others where:

- (a) the disclosure is required by or for purposes consistent with the Exemption Conditions or these Electricity Sale Terms and Conditions;
- (b) required by law or a regulatory body;
- (c) the disclosure is made to our consultants, service providers or financiers, on a confidential basis and subject to the same obligations which we owe to you under the Privacy Act;
- (d) the information is credit related information, as required by law and in the limited circumstances permitted by the Privacy Act; or
- (e) you have consented to the disclosure.

### 27. Notices

- 27.1 A notice referred to in these Electricity Sale Terms and Conditions:
- (a) must be in writing; and
  - (b) may be given in a manner described for the giving of notices under your Residence Contract.
- 27.2 A notice or bill sent under this contract is taken to have been received by you or us (as relevant):
- (a) on the date it is handed to the party, left at the party's Premises (in the case of the Resident) or at our offices;
  - (b) on the date two Business Days after it is posted; or
  - (c) on the date of transmission (unless the sender receives

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notice that delivery did not occur or has been delayed) if sent electronically.

- 27.3 Our contact details are as set out in the Energy Disclosure Statement. Your contact details for notices are as set out in the details section of the Residence Contract or as notified by you from time to time.

### 28. Continuity of supply

- 28.1 We must notify you and the Australian Energy Regulator immediately if we are (or expect to be) disconnected, or there is any likelihood that they will be unable to continue selling energy to you.

### 29. Termination of this contract

- 29.1 This contract will terminate:
- (a) on a date agreed by us and you; or
  - (b) five Business Days (or a different time agreed by us and you) from the date when you give us a termination notice; or
  - (c) at the conclusion of your lease for, or occupancy of, the Premises to which the energy is supplied; or
  - (d) when a different resident starts receiving customer retail services for the Premises; or
  - (e) at the end of a period of 10 Business Days commencing on the day the Premises are disconnected, where the conditions for reconnection have not been met.

- 29.2 Termination of an arrangement to supply energy does not affect any rights or obligations that have already accrued under the agreement.

### 30. Governing law

This contract is governed by the laws of Queensland. Each Party submits to the non-exclusive jurisdiction of the courts having jurisdiction in Queensland.

### 31. General

#### 31.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable for the failure to comply with this contract.

#### 31.2 Amending this contract

We may, by notice to you, amend this contract in order to reflect any changes in an Energy Law, or in the interpretation or application of any Energy Law.

#### 31.3 Severability

If any term of this contract is unenforceable, illegal or void, then it is severed and the rest of this contract remains in force.