



# Retirement Villages Amendment (Standard Contract) Regulation 2013

under the

Retirement Villages Act 1999

His Excellency the Lieutenant-Governor, with the advice of the Executive Council,  
has made the following Regulation under the *Retirement Villages Act 1999*.

ANTHONY ROBERTS, MP  
Minister for Fair Trading

## Explanatory note

The object of this Regulation is to prescribe a standard form of village contract for a retirement village and the form and content of a general inquiry document, and to substitute the prescribed form and content of a disclosure statement, for the purposes of the *Retirement Villages Act 1999*. The Regulation also makes it an offence for the operator of a retirement village to enter into a retirement village contract that is required to be in the standard form knowing that it is not in or to the effect of the standard form, and makes consequential amendments.

This Regulation is made under the *Retirement Villages Act 1999*, including sections 18, 42, 43 and 203 (the general regulation-making power).

## **2013 No 158**

Clause 1 Retirement Villages Amendment (Standard Contract) Regulation 2013

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### **Retirement Villages Amendment (Standard Contract) Regulation 2013**

under the

Retirement Villages Act 1999

#### **1 Name of Regulation**

This Regulation is the *Retirement Villages Amendment (Standard Contract) Regulation 2013*.

#### **2 Commencement**

This Regulation commences on 1 October 2013 and is required to be published on the NSW legislation website.

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## **Schedule 1      Amendment of Retirement Villages Regulation 2009**

**[1]    Clause 11**

Omit the clause. Insert instead:

**11    General inquiry document and disclosure statement**

- (1) For the purposes of section 18 (2) (a) and (b) of the Act, a general inquiry document must be in the form, and contain the information, set out in Part 1 of Schedule 1.
- (2) For the purposes of section 18 (3A) (a) and (b) of the Act, a disclosure statement must be in the form, and contain the information, set out in Part 1A of Schedule 1.

**[2]    Clause 12 Copies of certain documents to be available**

Insert after clause 12 (f):

- (g) certificates of currency of the insurance required under section 100 of the Act for the retirement village,
- (h) the most recent safety inspection report for the retirement village made pursuant to section 58A of the Act,
- (i) a detailed list of all currently available premises in the retirement village.

**[3]    Clauses 15 and 15A**

Omit clause 15. Insert instead:

**15    Matter to be excluded from village contract**

For the purposes of section 42 (1) of the Act, the matter that is to be excluded from a village contract is the matter set out in Schedule 3.

**15A   Standard form of village contract**

- (1) For the purposes of section 43 (1) of the Act, the standard form of village contract is the form set out in Schedule 2.
- (2) The standard form of village contract is prescribed for all village contracts except the following:
  - (a) a contract under which a resident of a retirement village obtains the right to use a garage or parking space, or a storage room, in the village (other than a residence contract or a service contract),

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- (b) a residence contract relating to premises that are subject to a community land scheme, company title scheme or strata scheme.

**Note.** A service contract relating to premises referred to in subclause (2) (b) must be in the standard form of village contract.

- (3) The operator of a retirement village must not enter into a village contract for which the standard form of village contract is prescribed, knowing that it is not in or to the effect of the standard form.

Maximum penalty: 50 penalty units.

### [4] Schedule 1 Forms

Omit Part 1. Insert instead:

## Part 1 General inquiry document

(Clause 11 (1))

### GENERAL INQUIRY DOCUMENT

Current as at:..... (*insert date*)

This general inquiry document is required to be given to you as a prospective resident or as a person acting on behalf of a prospective resident.

#### Village details

Name of retirement village

Street address

Website

Residency in this village is available under (*tick one or more*):

- strata title
- leasehold
- non-registered lease/licence
- community title
- rental only
- company title
- other (*specify*)

#### Management details

Name of operator

How many retirement villages do we operate in NSW?

We have operated retirement villages in NSW since..... (*insert year*)

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Are we a member of any industry association? Yes/No

If Yes, name of association:

Contact person for further information about the village:

Name:

Position:

Phone:

Email:

**Accommodation details**

Has construction/development of the village been completed? Yes/No

There are currently/planned to be ..... (*insert total*) residential premises in the village, made up of:

× bedsitters

× 1br premises

× 2br premises

× 3br premises

× other (*specify*):

The residential premises in the village are: (*tick all that are applicable*)

Self-care premises/Independent Living Units

Serviced apartments/Assisted Care Units

Single storey and/or  Multi-storey

Is there a residential aged care facility onsite or attached? Yes/No

**Note.** Aged care facilities are not covered by the Retirement Villages Act 1999 (NSW). Entry is not guaranteed and will be subject to availability and meeting the eligibility requirements set by Commonwealth government laws.

**Financial matters**

The asking price to enter the village is currently:

\$. .... or ranges from \$. .... to \$. ....

The amount of recurrent charges payable to live in the village is currently:

\$. .... per ..... or ranges from \$. .... per ..... to \$. .... per .....

Do residents pay a departure fee when they leave? Yes/No

Do residents share in any capital gains? Yes/No

(Other fees and charges may apply.)

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### Village facilities and services

Facilities and services available at the village include: *(tick all that are applicable)*

- |                          |                           |                          |   |
|--------------------------|---------------------------|--------------------------|---|
| <input type="checkbox"/> | on-site manager           | <input type="checkbox"/> | visiting hairdresser                                      |
| <input type="checkbox"/> | village bus               | <input type="checkbox"/> | swimming pool   |
| <input type="checkbox"/> | emergency call system     | <input type="checkbox"/> | tennis court  |
| <input type="checkbox"/> | restaurant                | <input type="checkbox"/> | bowling green   |
| <input type="checkbox"/> | dining room               | <input type="checkbox"/> | gym   |
| <input type="checkbox"/> | shop                      | <input type="checkbox"/> | chapel/prayer room  |
| <input type="checkbox"/> | library                   | <input type="checkbox"/> | workshop  |
| <input type="checkbox"/> | community room/centre     | <input type="checkbox"/> | storage area for boats/caravans                           |
| <input type="checkbox"/> | arts and crafts room      | <input type="checkbox"/> | optional services (e.g. meals, laundry and home cleaning) |
| <input type="checkbox"/> | activities/games room     | <input type="checkbox"/> | other ( <i>specify</i> )                                  |
| <input type="checkbox"/> | medical consultation room |                          |   |

### Village life

Are pets allowed in the village? Yes\*/No

Can residents do their own gardening? Yes\*/No

Are there organised social activities in the village? Yes/No

Does the village have a residents committee? Yes/No

If yes, Name of secretary or chairperson:

Phone No/email:

\* Conditions and restrictions may apply

### More information

This document gives a basic explanation about the village. It contains general information only and may be subject to change.

You should also read the NSW Fair Trading publication *Moving into a retirement village?* which gives an overview of the retirement village industry and contains a useful checklist for prospective residents. For more information on your rights and responsibilities, contact Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20. A disclosure statement and village contract will provide you with more information should you decide to become a resident.

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## Part 1A Disclosure statement

(Clause 11 (2))

### DISCLOSURE STATEMENT

Retirement Villages Act 1999, section 18 (3A)

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

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

If you enter into a village contract, a 7 business day cooling-off period will generally apply, if you change your mind. The law also provides a 90-day settling-in period during which you may terminate the contract. Despite these protections, you should think carefully if living in a retirement village is right for you, and if so whether you have found the right premises, before you sign a contract.

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

Name of village:

Premises in which you have expressed an interest No:.....

Amount of ingoing contribution/purchase price for the premises \$

Current rate of recurrent charges for the premises \$..... per.....

Share of any capital gains payable to you on termination..... %

Formula for departure fee payable by you on termination

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

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

#### 1 VILLAGE CONTRACTS

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

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

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

#### 2 DOCUMENTS YOU MUST PROVIDE

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

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

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**3      VILLAGE DEVELOPMENT**

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

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

**4      VILLAGE MANAGEMENT**

Name of operator:

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

If no, give details of who owns the land:

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

If yes, give details:

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

**5      VILLAGE SERVICES AND FACILITIES**

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

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

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

If yes, specify:

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

If yes, give details of the proposal:

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

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

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

If yes, specify:

**6      FINANCIAL MANAGEMENT**

The financial year of the village is from ..... to.....

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

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

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



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

Financial year ending	Amount
	\$ (surplus/deficit)
	\$ (surplus/deficit)
	\$ (surplus/deficit)

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

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

If Yes, the balance in the fund at the end of the last financial year was: \$

In which month/s are recurrent charges usually varied?

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

If yes, give details of the formula:

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

Financial year ending	Actual rate of recurrent charges	\$ change from previous year	% change from previous year

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

**7 INSURANCE**

The retirement village is insured as follows:

Type	Amount	Insurer	Period
Public liability			
Building (including reinstatement)			
Other—specify type			

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### 8 PAYMENT FOLLOWING TERMINATION OF CONTRACT

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

If no, give reasons:

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

If yes, give details:

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

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

Comment:

How many premises were reoccupied during the last financial year?

Comment:

### 9 SECURITY AND SAFETY

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

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

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

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

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

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

If yes, provide details:

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

### 10 COMPLIANCE WITH LEGISLATION

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

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

Has the operator complied with all requirements of any development consent relating to the village? Yes/No

If no, give details:

Has the village been registered as required by the retirement village laws? Yes/No

If no, give details of the delay:

### 11 DISPUTE RESOLUTION

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

If yes, specify:

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

If yes, specify:

## 12 MORE INFORMATION

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

- a site plan for the village
- plans showing the location, floor plan and significant dimensions of residential premises available in the village
- examples of all contracts that you may be required to enter into
- the village rules (if any)
- the budgets for the last 3 financial years of the village, the current financial year, and the next financial year (if available)
- the annual accounts for the village for the last 3 financial years
- the most recent quarterly accounts of the income and expenditure of the village (unless the residents have consented to not receiving these)
- the trust deed for any trust fund into which money paid by residents is deposited
- the terms of any development consent, if the village is not complete or if the development consent requires a particular service or facility to be provided for the life of the village
- if the village has a capital works fund, statements showing the balance as at the end of each of the last 3 financial years of the village, and the most recent quarter
- the village's waiting list policy, if relevant
- court or Tribunal decisions from the last 5 years in which the operator and the Residents Committee were a party
- copies of certificates of currency of insurance
- the last annual safety inspection report for the village
- the company's constitution and replaceable rules (*company title villages only*)
- the management statement, management agreement and minutes of the most recent annual general meeting (*community land scheme villages only*)
- the by-laws, management agreement and minutes of the most recent annual general meeting (*strata scheme villages only*)
- a detailed list of all currently available/vacant premises in the village
- other (specify)

### This disclosure statement was:

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

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Date given/posted:

Name of prospective resident/s:

Was this statement given to a person acting on behalf of the prospective resident/s?  
Yes/No

If yes, name of acting person:

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

Signed by operator:

Print Name:

Date:

### [5] Schedule 2

Omit the Schedule. Insert instead:

## Schedule 2 Standard form of village contract

(Clause 15A (1))

### Standard Form Village Contract

Retirement Villages Act 1999, section 43

**Village:**

**Operator(s):**

**Resident 1:**

**Resident 2:**

#### KEY TERMS

**Operator(s):**

Name of Operator(s):

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

Address for service of notices:

Postcode:

**Resident(s):**

Name of Resident 1:

Name of Resident 2:

Address for service of notices:

Postcode:

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

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**Your premises:**

*[Delete or cross out any of the below which do not apply]*

Premises Number:

Title Details for Premises:

- Folio ID:
- Lease Folio ID:
- Part of lot as set out in attached plan
- Shown in the plan memorandum registered no:

Title Details for Leasehold Village:

Trading Name of Village:

Address of Village:

Postcode:

**What is included with your premises?**

*[Delete or cross out which of the below does not apply]*

*[Registered interest holders except registered long-term lessees]* Your premises include:

*[Non-Registered interest holders and registered long-term lessees]* We grant you the right to occupy or use:

- Garage (Number ..... )  Carport (Number ..... )  Parking Space (Number..... )
- Storage Area (Number..... )
- Furniture:
- Other:
- Attached list/plan

Is there a separate agreement dealing with any of the above inclusions?: Yes .....  
(name of agreement)/No

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

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

**What is not included with your premises?**

*(attach list if space is insufficient)*

Fixtures/Fittings/Furnishings/Other:

**Key dates:**

Date you received a copy of this contract:

Date this contract is entered into:

Agreed date that you may occupy your premises (entry date):..... (If known)

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

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### Nature of residence right

[Delete or cross out which of the below does not apply]

[Registered interest holders except registered long-term lessees] Your right to reside in your premises arises on the following basis, and the provisions in this contract which apply to the residence right type ticked below will apply to you and us:

[Registered interest holders who are registered long-term lessees and non-registered interest holders] You do not own the premises. We grant you the right to occupy the premises on the following basis. The provisions in this contract which apply to the residence right type ticked below will apply to you and us:

**Registered interest holder**       **Non-registered interest holder**  
(if above box is ticked, select one or more from the list below)

Owner of a lot in a strata scheme    Term (if any):

Owner of shares in a company  
title scheme

Owner of a lot in a community  
land scheme

Registered long-term lease with  
a term of:

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

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

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

**Contract subject to separate contract:** If this box is ticked, this contract will not apply until you have acquired the premises (or, for company title, the shares which entitle you to occupy the premises) under a separate contract.

**Note:** If this box is ticked, title to the premises is proposed to be conveyed under a separate contract and nothing in this contract constitutes a warranty or representation by us that you will obtain title to the premises or any inclusions.

### Additional terms:

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

**Retirement village laws:**

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

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

**FINANCIAL TERMS**

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

**A Entry payment**

Are you required to pay an *entry payment*? Yes (*continue to the remainder of item A*)/No [*delete or cross out the remainder of item A*]

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

- Ingoing contribution  
 Purchase price  
 Assignment fee

[*Delete or cross out the below if the ingoing contribution is not divided into components*]

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

- Loan \$  
 Lease Premium \$  
 Prepaid rent \$  
 Other \$

The waiting list fee of \$..... and/or the holding deposit of \$..... which you have already paid will form part of this amount. [*delete or cross out if not applicable*]

When is the full *entry payment* due?

Can the *entry payment* be paid in instalments? Yes (*refer to additional terms for payment frequency/dates*)/No

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

Is any interest payable if the *entry payment* is not paid by the date due? Yes (*see additional terms*)/No

[*Delete or cross out the below if no separate additional fee applies for any inclusions*]

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

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

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**B Deposit**

Are you required to pay a deposit on signing this contract? Yes (\$.....)/No

**C Legal and other expenses payable on entry**

You must pay to us on entry the following legal and other expenses incurred in connection with the preparation of this contract: (maximum \$200)

Contribution to our legal expenses incurred in preparing this contract \$

Other expenses (*specify*)

You must pay the following charges to third parties:

Lease registration fee \$

Other (*specify*)

[If "Contract subject to other contract box is ticked" (*delete or cross out if not applicable*)]

Additional fees may be payable under the separate contract you have entered into to acquire the premises (or, for company title, the shares which entitle you to occupy the premises).

**D Recurrent charges**

You must pay to us recurrent charges as follows:

Current frequency of payment:  Weekly  Fortnightly  Monthly  Other:

Current rate of recurrent charges for your premises: \$..... per.....

**Note.** for a strata scheme, company title or community land scheme village (*delete or cross out if not applicable*)

You may also need to pay levies to the owners corporation (for strata schemes), community association (for community land schemes) or company (for company title). The amount of the levies for your premises as at the date of this contract is \$..... per .....



**E Variation of recurrent charges**

We may vary your recurrent charges as follows:

**Method of Variation** (*choose one method only*)

**Fixed formula**

**Non-fixed formula**

Your recurrent charges will be varied in accordance with:

We may vary the amount of recurrent charges payable from time to time (no more than once in a 12 month period):

- variation in CPI*
- variations in (single/couple) [*delete or cross out whichever is not applicable*] age pension
- other (*specify*)

- (a) by giving you 14 days' notice in writing, if the increase does not exceed the *variation in CPI*, or
- (b) by giving you at least 60 days' notice in writing and seeking and obtaining the consent of residents affected by the proposed increase or an order of the *Tribunal*, if the increase exceeds the *variation in CPI*.

The first variation will be on:  
 After the first variation, variations will occur every:  
 The new amount of the recurrent charges will not take effect earlier than 14 days after we have given you notice of the new amount.

**F Optional services**

Do your recurrent charges include optional services? (optional services may include, for example, meals, laundry services and home cleaning) Yes/No

If yes, at the time of entry, the amount of recurrent charges attributable to the provision of optional services is \$..... This amount may change in the future.

**G Capital gains and losses**

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

**Capital gain/capital loss structure**

Are you entitled to a % of any capital gain? Yes (..... %)/No

Are you responsible for a % of any capital loss? Yes (..... %)/No

**Different capital gain/capital loss structure** [*delete or cross out if not applicable*] (*insert full details if the calculation does not fit within the above structure*):

**H Departure fee**

Does a departure fee form part of the payment on termination of this contract? Yes (*continue to the remainder of item H*)/No (*delete or cross out remainder of item H*)

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

What is the departure fee % based on?

- the *entry payment*  the *new entry payment*  
 other (provide details):

Departure fee structure

Time	Percentage	The maximum departure fee percentage you will pay is..... % if the period between the entry date and the date you <i>permanently vacate</i> is..... years or more.
Years..... to ..... (inclusive)	..... % per year	
Years..... to ..... (inclusive)	..... % per year	
Years..... to ..... (inclusive)	..... % per year	

- Different departure fee structure** [*delete or cross out if not applicable*] (*insert full details if the departure fee is not the above structure*):

**I Calculation of payment on termination of residence right**

[*Delete or cross out which of the below does not apply*]

**[Registered interest holders except non-assignable registered long-term lessees]**

We are not required to make any payments to you when your residence right is terminated. You are responsible for selling your premises and receiving the *new entry payment* from the person who buys your premises or your leasehold interest.

**[Non-registered interest holders and non-assignable registered long-term lessees]**

The amount payable on termination is calculated as follows:

**Payment on termination calculation**

After termination of this contract (refer to Item J for specific detail about timing):

1 We will repay you the:

- Unearned rent (refer to the additional terms for how this is calculated)
- Loan (Item A)
- Lease premium (Item A)

2 We will pay you:

- Your share of any capital gain (Item G)
- Other (*specify*):

3 You must pay us (or we may set off and deduct from the amounts we must pay you described in 1 and 2 above):

- Departure fee (Item H)
- Your share of any capital loss (Item G)
- Any non-refundable component of the *entry payment* (Item A)
- Other (*specify*):

- Different payment on termination calculation [*delete or cross out if not applicable*] (*insert full details if the calculation does not fit within the above structure*):

[Items J, K, L & M below for *registered interest holders*]

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

[*Delete or cross out which of the below does not apply*]

**[Non-assignable registered long-term lessees]**

- We must pay you the amount of your payment on termination of your residence right within 14 days after the date on which we receive full payment of the *new entry payment* except where we are required to pay you earlier under the *retirement village laws*.
- Different timing for payment** [*delete or cross out if not applicable*] (*insert full details if liability to make termination payment is to be made at a time that is earlier than that described above or in the retirement village laws*)

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

**[Registered interest holders except non-assignable registered long-term lessees]**

You are responsible for obtaining the *new entry payment* from the person who buys your premises or leasehold interest.

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

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

### **L Liability for recurrent charges for general services on termination**

Except as otherwise provided by the *retirement village laws*, you must pay the full rate of recurrent charges for general services until a new resident enters into a contract with us to occupy your premises or moves into your premises. However, if Item G provides that any capital gain is shared between you and us, then you will be liable for any recurrent charges arising in the 42 days immediately after the date on which you *permanently vacate* your premises but after that, liability for recurrent charges will be shared between you and us in the same proportion as our respective capital gain percentage.

**Different provision** [*delete or cross out if not applicable*] (*insert full details if the liability to pay recurrent charges is to cease at a time that is earlier than that described in the above provision*)

**Note.** This provision does not affect any levies payable by you in a strata scheme, company title or community scheme [*delete or cross out if not applicable*]

### **M Costs of sale**

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

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

[Items J, K & L below for *non-registered interest holders*]

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

We must pay you the amount of your payment on termination of your residence right:

- (1) within 14 days after the date on which we receive full payment of the *new entry payment*, or
- (2) within 14 days after the date on which an incoming resident takes up residence in your premises with our consent, or
- (3) within 6 months after the date you *permanently vacate* your premises, whichever occurs first, except where we are required to pay you earlier under the *retirement village laws*.

**Different timing for payment** [*delete or cross out if not applicable*] (*insert full details if liability to make termination payment is to be made at a time that is earlier than that described above or in the retirement village laws*)

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

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

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

**L Liability for recurrent charges for general services on termination**

You must pay the full rate of recurrent charges for general services for 42 days immediately after the date you *permanently vacate* your premises, or until a new resident enters into a contract with us to occupy your premises or moves into your premises, or you *permanently vacate* the premises after receiving notice of our intention to apply to the *Tribunal* for an order terminating this contract, whichever occurs first.

**Different provision** [*delete or cross out if not applicable*] (*insert full details if the liability to pay recurrent charges is to cease at a time that is earlier than that described in the above provision*)

**GENERAL TERMS****1 INTERPRETATION AND DEFINITIONS****1.1 Interpretation**

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

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- (f) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (g) The meaning of any general language is not restricted by any accompanying example, and the words “includes”, “including”, “such as”, “for example” or similar words are not words of limitation.

### 1.2 Definitions

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

- (a) a Saturday or Sunday, or
- (b) a public holiday or a bank holiday,

in New South Wales.

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

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

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

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

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

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

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

- (a) is the registered proprietor of the premises,
- (b) is the owner of a lot in a strata scheme,
- (c) is the proprietor of a lot in a community land scheme,

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

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

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

***retirement village laws*** means:

- (a) the Retirement Villages Act 1999 (NSW), and
  - (b) the Retirement Villages Regulation 2009 (NSW),
- as amended or substituted from time to time.

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

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

***Tribunal*** means the Consumer, Trader and Tenancy Tribunal.

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

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

## 2 COOLING-OFF PERIOD

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

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

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

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

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### 3 SETTLING-IN PERIOD

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

*[Delete or cross out which of the below does not apply]*

**[All residence right types except *registered interest holders* where right to occupy the premises arises under a contract other than this contract (such as a contract for sale of land)]**

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

**[*Registered interest holders* where right to occupy the premises arises under a contract other than this contract (such as a contract for sale of land)]**

You may terminate this contract during the *settling-in period* by:

- (a) *permanently vacating* your premises, or
- (b) giving us written notice during the *settling-in period* that you want to terminate this contract for any reason.

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

**[All residence right types]**

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

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

**[Residents where the right to occupy the premises arises under this contract *(delete or cross out if not applicable)*]**

- (d) the cost of any repairs for damage to your premises in excess of fair wear and tear.

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

*[Delete or cross out which of the below does not apply]*

**[Non-registered interest holders and registered long-term lessees]**

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

**[Registered interest holders except registered long-term lessees]**

If you terminate the contract within the *settling-in period* we must refund the proceeds of the sale to which you are entitled under this contract and any recurrent charges you paid us.



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

[Delete or cross out which of the below does not apply]

**[Non-registered interest holders]**

We must pay you the amount you are entitled to under clause 3.3 within 14 days after you terminate this contract or within such time as the *Tribunal* may order.

**[Registered interest holders]**

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

**4 DISCLOSURE STATEMENT****4.1 What if this contract is inconsistent with the disclosure statement?**

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

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

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

**5 SERVICES AND FACILITIES****5.1 Meaning of required services and facilities**

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

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

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

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

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

## 6 ALTERATIONS AND ADDITIONS

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

[Delete or cross out which of the below does not apply]

[Non-registered interest holders and registered long-term lessees]

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

[All other registered interest holders]

You may add, remove or alter any fixtures and fittings, or renovate your premises provided that you obtain any other necessary consent required from any authority such as the local council or the owners corporation (for strata schemes), company (for company title) or community association (for community land schemes).

## 7 REPAIRS, MAINTENANCE AND CAPITAL REPLACEMENT

### 7.1 Can you request repairs?

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

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

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

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

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

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

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

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

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

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

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

**8 OPERATOR'S ACCESS TO PREMISES****8.1 When may we access the premises?**

**[All residence right types]**

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

- (a) if you consent, or
- (b) in an emergency, or if we have reasonable cause for concern about the health or safety of a person that we believe is on your premises, or
- (c) to carry out urgent repairs, or
- (d) to carry out general maintenance, but only if we have given you 7 days' notice, or
- (e) if the *Tribunal* orders you to give us access, or
- (f) to install a smoke alarm that is legally required to be installed or to replace a battery in any smoke alarm, but only if we have given you 2 days' notice, or
- (g) in any other circumstances that may be prescribed from time to time under the *retirement village laws*.

**[Non-registered interest holders (delete or cross out if not applicable)]**

- (h) to carry out a general inspection of your premises, but only if:
  - (i) we have given you 7 days' notice, and
  - (ii) a general inspection has not been carried out more than once in the immediately preceding 12 months.

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### 9 VILLAGE RULES

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

If there are village rules:

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

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

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

### 10 GENERAL BEHAVIOUR OF OPERATOR AND RESIDENT

#### 10.1 What are your general obligations?

You must:

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

#### 10.2 What are our obligations?

We must:

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

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## 11 TERMINATION

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

*[Delete or cross out which of the below does not apply]*

***[Non-registered interest holders and non-assignable registered long-term lessees]***

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

- (a) the date on which you *permanently vacate* your premises,
- (b) the date of disclaimer (for example, if we accept your renunciation of this contract),
- (c) the date of the death of the last surviving resident under this contract,
- (d) the date specified by the *Tribunal*,
- (e) if we give you a notice that we are terminating this contract because it has been frustrated (for example, because the premises become uninhabitable), on the 8th day after the date specified in the notice, or
- (f) any earlier date of termination specified in the additional terms.

***[Registered interest holders (other than registered long-term lessees)]***

This contract terminates and your right to occupy your premises ends on completion of the sale of your premises.

***[Assignable registered long-term lease]***

Your right to occupy your premises ends on the assignment of your lease.

### 11.2 When can we terminate this contract?

*[Delete or cross out if registered interest holder (other than registered long-term lessees)]*

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

## 12 FINDING A NEW RESIDENT WHEN YOU LEAVE

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

*[Delete or cross out which of the below does not apply]*

***[Non-registered interest holders]***

Unless the additional terms provide otherwise, the amount we ask the next resident to pay as a *new entry payment* will be determined by us, we may appoint an agent of our choice and the process of finding a new resident for your premises will be handled by us.

***[Registered interest holders]***

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

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

***[Registered interest holders]***

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

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

## 13 ASSIGNMENT AND SUBLETTING YOUR PREMISES

### 13.1 Can you assign this contract?

*[Delete or cross out which of the below does not apply]*

***[Assignable leases]***

You may assign your contract by completing a deed of assignment and consent with the new resident(s) and us and a transfer of lease with the new resident(s).

***[All residence right types except assignable leases]***

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

### 13.2 Can you sublet your premises?

*[Delete or cross out which of the below does not apply]*

***[Registered interest holders]***

- (a) You may let or sublet your premises under a residential tenancy agreement provided that:
  - (i) the tenant is a retired person who is eligible under the *retirement village laws* to move into a retirement village, and
  - (ii) the term, together with any option to renew, is not more than 3 years, and
  - (iii) you have given us written particulars of:
    - (A) the name and age of the proposed tenant or subtenant, and

- (B) the term of the proposed residential tenancy agreement, and
- (C) such other matters in relation to the proposed agreement as we may reasonably require,

and we have consented in writing to the residential tenancy agreement.

- (b) We must apply for an order of the *Tribunal* if we refuse to give you consent.  
[*Non-registered interest holders*]

You agree that you may not assign, sublet or let others move in to your premises without notifying us and obtaining our consent. This does not apply to temporary visitors and guests.

## 14 TEMPORARY ABSENCE

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

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

## 15 CONDITION OF PREMISES ON TERMINATION

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

[Delete or cross out which of the below does not apply]

[*Registered interest holders*]

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

[*Non-registered interest holders*]

- (a) You must leave your premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the annexed condition report, allowing (subject to the reasonable conditions of our consent) for any renovations or alterations to fixtures or fittings made with our consent. If you do not, we may require you to bear the cost of any repairs required.
- (b) You are not required to refurbish your premises or pay for the cost of any improvement to your premises in excess of that required to reinstate your premises to the condition it was in (fair wear and tear excepted) at your entry date.

## 16 NOTICES

### 16.1 How are notices given and received?

- (a) A notice or other document given to you under this contract may be given:
  - (i) by delivering it personally to you, by sending it by post to the residential premises occupied by you and addressed to you, or in such other manner as may be approved by the *Tribunal*, and

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- (ii) provided that it is not a termination notice, by delivering it to you by hand (rather than sending it by post) to your letterbox or by facsimile or other electronic means.
- (b) A notice or other document given to us under this contract may be given:
  - (i) by delivering it personally to us, by sending it by post to our usual place of business, or in such other manner as may be approved by the *Tribunal*, and
  - (ii) provided that it is not a termination notice, by delivering it by hand (rather than sending it by post) to our letterbox or by facsimile or other electronic means.
- (c) The *retirement village laws* set out the specific requirements for the giving of notices to protected persons within the meaning of the *NSW Trustee and Guardian Act 2009* and to operators in receivership or administration and those requirements also apply to this contract.
- (d) A notice given to a person in accordance with this clause is treated as having been given and received:
  - (i) if delivered in person, by hand or by facsimile or other electronic means, on the day of delivery, or
  - (ii) if sent by post (unless evidence sufficient to raise doubt is adduced to the contrary), on the second *business day* after it was posted, or
  - (iii) if given in a manner approved by the *Tribunal*, when the *Tribunal* deems it to have been given and received.
- (e) A party may change its address for service by giving notice of that change to each other party.
- (f) A notice given to a person you have appointed as your agent to receive notices in accordance with the *retirement village laws* will be deemed to have been given to you, if given in accordance with this clause.

## 17 CHANGES IN CONTRACT

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

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



**18 DISPUTE RESOLUTION****18.1 How are disputes resolved?**

If a dispute arises between you and us or between you and another resident we encourage you to notify us so we can try to resolve it but you do not have to do so if you do not wish to. If there is a dispute you have the right under the *retirement village laws* to apply to the *Tribunal* and you are not required to notify us before you do so.

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

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

**ADDITIONAL TERMS**

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

Additional terms may be inserted here, but only if:

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

**ANNEXURES**

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

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

**EXECUTED** as an agreement/deed [*delete or cross out whichever does not apply*]  
 [Appropriate signing clause for the operator to be inserted]

**Signed by the Resident(s)**

**Resident 1**

**Resident 2**

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I have obtained independent legal advice on this contract

I have decided not to obtain independent legal advice on this contract

Signature of Resident 1

Print Name

Date

Signature of Witness (Resident 1)

Print Name

I have obtained independent legal advice on this contract

I have decided not to obtain independent legal advice on this contract

Signature of Resident 2

Print Name

Date

Signature of Witness (Resident 2)

Print Name

*[Appropriate signing clause for any other parties to be inserted if applicable]*

**[6] Schedule 3 Matter to be excluded from village contracts**

Omit “(1) (b)” from the source reference.