

# Residence contracts

A residence contract (the contract) is arguably the most critical of all documents provided to residents since it creates the rights under which a resident occupies their residence in a retirement village. Contracts provide details about the obligations and rights of both residents and operators.

Section 20 of the *Retirement Villages Act 2016* (SA) (the Act) outlines what you must include in a residence contract. Regulation 5 of the Retirement Villages Regulations 2017 (SA) (the Regulations) provides further details about what to include in your residence contract.

Section 22 of the Act and Regulation 5 also prescribe certain documents which you must provide to a resident 10 business days before a person enters into a residence contract. These documents are:

- > a copy of the residence contract
- > a copy of the disclosure statement
- > a copy of the financial statements presented at the last annual meeting of residents in accordance with section 33(6)(a) of the Act and a written statement of any subsequent change in the affairs of the Village and the operator that may significantly affect a person's decision to enter into the Village
- > a copy of the minutes of the last two annual meetings of residents of the Village, or of the last annual meeting if only one has been held (in the case of new villages)
- > a copy of the residence rules
- > a copy of the remarketing policy
- > a copy of the code of conduct to be observed by operators and residents
- > a copy of the Village's dispute resolution procedures

- > a copy of the surplus and deficit policy of the retirement village scheme.

Once the prospective resident has had these documents for 10 business days they are able to enter into the contract. This period allows the prospective resident time to consider the contract and seek legal and financial advice.

Once the prospective resident has signed the contract they are able to cool-off (rescind the contract) at any time within the period of 10 business days after the day on which the prospective resident signed the contract. If the prospective resident wants to move into the residence before the 10 business day period has ended they are able to waive the cooling-off period under section 24(4). To waive the cooling-off period the prospective resident must enter into occupation of the residence before the end of the period and sign a written waiver acknowledging that the operator has informed them of the entitlement to cool-off and they have chosen to waive the entitlement.

It is an offence for you to enter into a residence contract in respect of a retirement village (or a proposed retirement village) on any land unless the relevant certificates of title have been endorsed as a retirement village in accordance with section 56 of the Act.

It is important that you understand your obligations in preparing and providing residence contracts and associated documents. Failure to comply with legislative requirements can incur a penalty of up to \$35,000.

It is recommended that you seek legal advice in developing your residence contracts. Contracts can be very complex, legalistic documents and subsequently difficult for prospective residents to understand. While contracts are legally binding documents, minimising the use of jargon and being explicit about the terms and conditions may help to reduce any potential misinterpretation and enable residents to make informed decisions.

To ensure residence contracts are easy for residents to understand, Regulation 5 requires that a residence contract must be expressed plainly in gender neutral language, be printed in not less than 12 point type face and be set out with appropriate headings and numbered clauses.

## Other matters

The Code of Conduct prohibits you from charging a fee to prepare or provide documents required to be given to prospective residents before they enter into the contract.

The following example of a residence contract provides some direction about those items which the Act and Regulations require be included in a contract.

*Disclaimer: In developing this information sheet, every effort has been made to ensure that the information reflects the intent of the legislation and/or represents examples of best known practice. The information contained in these resources does not constitute legal advice. Office for Ageing Well recommends that you seek your own legal advice should you require interpretation of the legislation.*

For more information:

**Office for Ageing Well and Department for Health and Wellbeing**

T: 08 8204 2420

E: [retirementvillages@sa.gov.au](mailto:retirementvillages@sa.gov.au)

[www.sa.gov.au/seniors/retirementvillages](http://www.sa.gov.au/seniors/retirementvillages)

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**Government of South Australia**  
SA Health

## Residence Contract

### STATEMENT TO PROSPECTIVE RESIDENT

You should seek independent legal advice about your rights and duties under the residence contract.

The Retirement Villages Act 2016 and associated Regulations sets out various rights that a person has on entering into a residence contract that cannot be excluded by the contract.

You have the right to cool-off (that is, to rescind the residence contract) within a period of 10 business days after you sign the contract.

A contract is rescinded by notice in writing, given personally or by post, to the operator. All monies paid towards your ingoing contribution will be refunded to you within 10 business days of the receipt of your notice to rescind.

(Note: A person must, at least 10 business days before entering into a residence contract, be given a copy of each of the documents outlined in Section 22 of the Act.)

### 1. PARTIES TO THE RESIDENCE CONTRACT

This residence contract (the contract) is between

.....  
*name of operator*

of .....  
*address of operator*

and  
.....  
*name of prospective resident(s)*

of.....  
*current address of prospective resident(s)*

*Describe any limitation(s) on who may, in the future, become a party to the contract and details of the limitation(s) (for example, this document is personal to the prospective resident and without the Operator's consent which can be refused at the Operator's absolute discretion, the rights cannot be assigned). The residence contract should be signed and dated by all parties to the contract.*

A party to this contract can only be changed with the approval of the Operator. Approval will be granted on the following conditions:

.....  
.....

## 2. DEFINITIONS and INTERPRETATION

*A residence contract must include definitions of words and phrases used in the contract (including relevant words and phrases defined in the Act).*

***For example:***

*'Ingoing Contribution' means the amount you pay to enter the Village*

*'The Act' means the Retirement Villages Act 2016 (SA)*

*'The Regulations' means the Retirement Villages Regulations 2017 (SA)*

*'Us/We' means the operator of the retirement village*

*'You/Resident' means the person(s) named as resident(s) in the contract*

*'Scheme' means the Retirement Village Scheme*

*'Operator' means the person by whom or on whose behalf the retirement village scheme is administered*

*'Village Manager' means the person responsible for the day to day management of the retirement village*

*The singular includes the plural and vice versa*

*A gender includes other genders*

*Any words defined in the Act or Regulations shall have the same meaning in this Contract*

Note: If there are changes to who is the operator of the retirement village a meeting of all residents will be held in accordance with section 36 of the Act before the change is effected.

## 3. EXEMPTIONS

*Detail any ministerially conferred exemptions from provisions of the Act in relation to the retirement village including any conditions imposed by the exemption.*

***For example:***

Financial statements presented pursuant to section 33(6) of the Act may be prepared in a consolidated format for all retirement villages administered by (name of company).

If no exemptions have been granted, state 'no exemptions apply'.

#### 4. THE RETIREMENT VILLAGE SCHEME

*Insert the name and location of the retirement village and details of the Certificate(s) of Title for the land on which the retirement village is situated. Details should include:*

- *The volume and folio numbers*
- *The name of the owner in fee simple of the land registered on the certificates of title*
- *If the land is subject to a mortgage or charge – the name of the holder of the mortgage or charge*
- *The endorsement on the certificate(s) of title as required by section 56 of the Act*
- *Any other endorsement on the certificates of title*

*Also note the form of tenure that will apply to the resident and any conditions of that tenure (eg licence to occupy, lease, community title).*

**For example:**

4.1.....  
*name of retirement village*

4.2.....  
*address of retirement village*

4.3.....  
*name of owner in fee simple*

Volume # .....Folio # .....

CT endorsed for use as retirement village    yes ☐    no ☐

Volume # ..... Folio # .....

4.4 The land on which the Village is located **is not** subject to a mortgage or charge  
**OR**

The land on which the Village is located is subject to a mortgage or charge to

.....  
*name of mortgage or charge holder*

4.5 Other endorsements recorded on the Certificate(s) of Title are

.....  
4.6 You will receive a community title **OR** strata title **OR** lease **OR** licence to occupy **OR** some other form of tenure (*full description*).

In consideration of your Ingoing Contribution we grant you the right of occupation and the right to use communal property within the retirement Village, until that right is terminated in accordance with this contract or the Act.

## 5. SETTling-IN PERIOD

*Provide information about when the settling-in period begins and ends, the fees and charges for which the resident will be responsible and, if not covered in clause 12.3 above, the charges and/or costs which will be deducted from the refund.*

**For example:**

- 5.1 Your settling-in period begins on the date on which you enter into occupation of your residence or the date which you sign your residence contract, whichever is later.
- 5.2 Your settling-in period will end 90 days after the day referred to in 5.1.
- 5.3 The fees and charges associated with leaving the Village during the settling-in period are described in section 12.3 of this contract.

NOTE: No provision in a contract between the operator and the resident can have the effect of making the resident liable to pay an amount by way of a penalty if he or she terminates a right of occupation during his or her settling in period (and any such provision is void to the extent that it would have such an effect).

## 6. YOUR RESIDENCE

*Provide a description of the features of the residence in reasonable detail, a plan of the residence showing significant dimensions and a plan of the Village showing the location of the residence in the Village and any separate facilities allocated to the resident.*

**For example:**

- 6.1 In consideration of the payment of the Ingoing Contribution outlined in this contract, you are granted:
  - 6.1.1 a licence to use and reside in the nominated residence; and
  - 6.1.2 the right to use all Communal Facilities within the Village.
- 6.2 Your residence is number # and features 2 bedrooms, bathroom, toilet, laundry, kitchen, dining and living room including floor coverings, built-in kitchen cupboards and wardrobes, linen, broom & pantry storage.
- 6.3 A plan of your residence showing significant dimensions is attached (Attachment #).
- 6.4 A plan of the Village showing the location of your residence and any separate facilities allocated to you (eg storage facility) is attached (Attachment #).

## 7 YOUR FACILITIES AND SERVICES

*Provide information about the facilities and services available in the retirement village. This includes communal facilities available to all residents; any separate facilities allocated to the resident; additional facilities provided or to be provided to the resident. If additional facilities are to be provided include any work that is to be undertaken in relation to the provision of those facilities and the cost of any work to be undertaken together with who is responsible for those costs.*

*Provide information about services available to residents in the retirement village including services provided to all residents (payment for which is by recurrent charge) and optional personal services available to residents (payment for which would be by an additional recurrent charge), specifying any such services to be provided to the resident.*

***For example:***

- 7.1 All residents have access to:
  - 7.1.1 a communal centre which provides tables and chairs, a meeting area, library and billiards table
  - 7.1.2 BBQ area and gazebo with outdoor furniture
  - 7.1.3 a bowling green.
- 7.2 You have been provided with a garden shed located adjacent to your residence.
- 7.3 The following additional facilities will be provided to you *(detail what the facilities are, if any work is to be undertaken to provide those facilities and at whose cost)*.
- 7.4 The following services are provided to residents, the payment for which is deducted from your recurrent charges (list all services to be provided, for example):
  - 7.4.1 upkeep of public gardens, lawn and landscaped areas
  - 7.4.2 maintenance, inside and outside your residence
  - 7.4.3 general insurance for the Village
  - 7.4.4 repair or replacement of fixtures and fittings
  - 7.4.5 estate lighting and rubbish removal.
- 7.5 The following optional personal services are available to residents for an **additional** recurrent charge (specify any such services to be provided to the resident):
  - 7.5.1 cleaning of the residence
  - 7.5.2 laundry (personal)
  - 7.5.3 meals – lunch &/or dinner.

## 8 YOUR INGOING CONTRIBUTION

*Provide financial information in relation to the retirement village scheme including the Ingoing Contribution to be paid by the resident; the basis on which the Ingoing Contribution is to be paid and the date (or dates, in the case of progress payments) on which the Ingoing Contribution is payable.*

***For example:***

- 8.1 You will pay the Ingoing Contribution to us on the following terms and conditions:
  - 8.1.1 The amount of the ingoing contribution payable is \$.....
  - 8.1.2 It is acknowledged that the deposit of \$..... paid by you towards the ingoing contribution, has been received on .... / .....



- 8.1.3 The balance of the ingoing contribution is required to be paid by bank cheque or electronic funds transfer on the date you enter into occupation of your residence.
- 8.1.4 You will only take up occupation after the cooling-off period has ended.

## 9 RECURRENT CHARGES

*Provide information on all recurrent charges payable by the resident including; the amount of each recurrent charge and how the amount is calculated; the reason for each recurrent charge and when it is payable and if it can be varied by the operator; when it was last varied; estimated date of when it will next be varied; the period of notice given before it is varied. You must stipulate when the financial year begins and ends for the scheme.*

*Also include recurrent charges (if any) that will continue to be payable if the resident is absent or leaves the retirement village which may include maintenance charges or charges for additional personal services provided to the resident (such as a cleaning service or the provision of meals).*

### **For example:**

#### 9.1 Maintenance Fee

- 9.1.1 You are responsible for paying us a maintenance fee which is a weekly amount of \$....., being for the total operating costs\*\* (see 9.2).
- 9.1.2 This amount is calculated on being one equal share of the number of residences. This amount is payable by direct debit every two weeks starting on ....
- 9.1.3 This charge was last varied on ...../...../.....
- 9.1.4 It is estimated that this fee will next be varied on ...../...../.....
- 9.1.5 We will provide you with notice of the variation 10 business days before the variation will come into force.
- 9.1.5 Please note, this fee is payable for a maximum of 6 months from the date you cease to reside in your residence or until your exit entitlement is paid to you, whichever occurs earlier.
- 9.1.6 Your contribution will be used for the total operating costs as detailed below (and where applicable the sinking fund if you have a sinking fund contribution in the maintenance fee).

#### 9.2 Total operating costs

The total operating costs in relation to the Village means all outgoings payable in relation to the Village and all costs, charges, expenses, fees and other outgoings paid or payable by, or on behalf of us, in managing, supervising, operating, cleaning, painting, maintaining and keeping secure the Village and will include in particular, the following:

- 9.2.1 All rates, taxes (excluding land tax), charges and assessments of every kind (whether Federal, State, Municipal or otherwise).
- 9.2.2 All premiums for insurance of the Village, including the business associated with the operation of the Village, in case of fire, lightning, storm and tempest, earthquake, malicious damage, explosion, riot or civil commotion and public risk and liability.



- 9.2.3 The cost of all services provided or to be provided to the Village in relation to the operation of the Village, including all charges for communal electricity, gas, telephone, and all sewerage, water, garbage and trade waste disposal services.
- 9.2.4 The costs of all services provided by the Village for residents and other occupants in the Village and visitors to the Village including cleaning, lighting and heating of the Village,( including communal areas).
- 9.2.5 All costs for or in connection with the maintenance, operation, renovation and upkeep of the Village excluding the cost of any structural work.
- 9.2.6 Repairs and maintenance to each residence.
- 9.2.7 x% of the total operating costs as a provision to the sinking fund.
- 9.2.8 All auditing expenses.
- 9.2.9 Management fees including the cost of providing accounting, book keeping and secretarial services for the Village and all aspects of the administration of the Village.
- 9.2.10 Pest control and eradication.
- 9.2.11 Repair and maintenance of all common garden and landscaped areas.

## 9.2 Other fees and charges relating to occupation of the residence

- 9.2.1 In addition to the maintenance fee as outlined in 9.1 you will also be responsible for the following recurrent costs relating to residing in your residence which will be charged directly to you by the service provider:

- 9.2.1.1 Water costs
- 9.2.1.2 Council rates
- 9.2.1.3 Electricity costs
- 9.2.1.4 Contents insurance

## 9.4 Financial year

The financial year relating to the retirement village scheme commences on 1 July and ends on 30 June of each year.

# 10 FUNDS TO WHICH YOU ARE REQUIRED TO CONTRIBUTE

*Describe the purpose, the amount required to be contributed and when the resident will be required to contribute for each fund.*

## For Example

### 10.1 Sinking fund

- 10.1.1 You are responsible for contributing x% of your maintenance fee to the sinking fund each year.
- 10.1.2 This fund will be used for the upkeep of the grounds. This may include road surfaces, painting, security and salt damp repairs. It may also be used for the repair and replacement of the gazebo, bowling green and recreational amenities.

### 10.2 Capital replacement fund

- 10.2.1 You will be responsible for contributing x% of your Ingoing Contribution for each year or part year of your occupancy fixed to a maximum of x years. This contribution will be deducted as an exit fee when you leave the Village.
- 10.2.2 This fund will be used for the purpose of replacing hot water services, carpets, window dressings, all fixtures and fittings within the residence

and undertaking structural work or fixing external water/sewerage problems.

### 10.3 Maintenance fund

10.3.1 See clause 9 above.

## 11 FIXTURES, FITTINGS AND FURNISHINGS

*Include detailed information about who will be responsible for repairing and replacing the fixtures, fittings and furnishings provided in the residence and how the cost of repairing and replacing such fixtures, fittings and furnishings is to be funded.*

Your residence:

### 11.1 Fixtures: Kitchen units, sinks, toilets, bath, light fixtures, built-in wardrobes, cupboards, heating and cooling systems.

11.1.1 Responsibility for repair or replacement: The operator is responsible for the replacement or repair of fixtures due to fair wear and tear. You are responsible for any damage beyond fair wear and tear. You are responsible for any accidental damage you cause to the fixtures.

11.1.2. How the cost of repair or replacement will be funded: The cost of repair or replacement due to fair wear and tear will be funded through the Capital Replacement Fund. You are responsible for the cost of repair or replacement beyond fair wear and tear.

### 11.2 Fittings: Carpet, curtains, kitchen appliances, mirrors.

11.2.1 Responsibility for repair or replacement: The operator is responsible for the replacement or repair of fittings due to fair wear and tear. You are responsible for any damage beyond fair wear and tear. You are responsible for any accidental damage you cause to the fittings.

11.2.2 How the cost of repair or replacement will be funded: The cost of repair or replacement due to fair wear and tear will be funded through the Capital Replacement Fund. You are responsible for the cost of repair or replacement beyond fair wear and tear.

### 11.3 Furnishings: Kitchen table and chairs, clocks, lounge suite, microwave oven.

11.3.1 Responsibility for repair or replacement: The operator is responsible for the replacement or repair of fittings due to fair wear and tear. You are responsible for any damage beyond fair wear and tear. You are responsible for any accidental damage you cause to the furnishings.

11.3.2 How the cost of repair or replacement will be funded: The cost of repair or replacement due to fair wear and tear will be funded through the Capital Replacement Fund. You are responsible for the cost of repair or replacement beyond fair wear and tear.

11.4 Details of the condition of the fixtures fittings and furnishings will be provided to you in the premises condition report following your occupation at the Village.

11.5 We will use our discretion to determine when an item is due for repair or replacement. In making this determination we will take into account the condition of the particular item and refer to general standards for the lifespan of the particular fixture, fitting or furnishing and the cost of repair versus replacement.

11.6 Refurbishment costs: When you cease to reside in your residence, the residence is to be refurbished with the fixtures, fittings and furnishings in the residence to be made good subject to fair wear and tear. The cost for refurbishment will be in accordance with clauses 11.1, 11.2 and 11.3.

## **12 PAYMENT OF EXIT ENTITLEMENT**

*Provide information on the terms and conditions under which the exit entitlement will be paid how it will be calculated including the formula for calculating the payment; the fees and charges that may be deducted from the payment; the conditions that must be met before the payment will be made and when, how and to whom the payment will be made.*

12.1 Subject to this Agreement and the Act, payment of the exit entitlement will fall due and become payable after the licence has been terminated and you have ceased to reside in the Village and we have received a subsequent ingoing contribution in relation to your residence.

**OR**

12.2 Payment of the exit entitlement will fall due and become payable after the licence has been terminated and you have ceased to reside in the Village and within 21 days if we decide the residence is not available for relicensing. We will advise you within 14 days of receiving your notice to vacate of whether the residence will be available for relicensing.

12.3 If you occupy the residence for 90 days or less, we will repay you the full Ingoing Contribution less reasonable market rent for the period of occupation. No other exit fees will be charged.

12.4 If you occupy the residence for more than 90 days, we will refund you a percentage of the next Ingoing Contribution received from the next resident, which will be calculated on the following basis:

- up to 12 months – 90% of next ingoing contribution
- from 12 months up to 18 months – 85% of next ingoing contribution
- from 18 months up to 24 months – 80 % of the next ingoing contribution
- after 24 months – 75% of the next ingoing contribution

NOTE: Also see section 27 and section 30 of the Act for other circumstances which may impact the timing of payment of your exit entitlement. For example, a resident may be eligible to receive their exit entitlement 18 months after ceasing occupation, even if the residence has not been relicensed. Also, if a resident meets certain criteria, they can apply for the operator to make certain payments to the aged care facility on their behalf.

## **13 EXIT FEES TO BE DEDUCTED**

13.1 The following exit fees will be deducted from the exit entitlement.

13.1.1 Remarketing Fee. An amount of x% of the Ingoing Contribution from the next resident for the Unit will be deducted for the remarketing of the residence. (Refer to remarketing policy for details about the remarketing of the residence)

13.1.2 Capital Replacement Fund contribution: Please see clause 10.2.

13.1.3 Maintenance fee: Please see clause 9.1.5 for your ongoing obligations to the maintenance fee.

13.1.4 Refurbishment costs: Please see clause 11.6 above.

13.1.5. Other fees: Outstanding maintenance fees or personal service fees.

## 14 FUTURE DEVELOPMENT

*Provide information about any development of the Village which is being undertaken or planned at the date the contract is signed. This includes the number of residences under construction or planned for construction and the estimated completion date; any communal facilities under construction or planned for construction and the estimated completion date; any landscaping being undertaken or to be undertaken and the estimated completion date; if development approval is required under the Planning, Development and Infrastructure Act 2016 (SA), details of the approvals granted and any conditions of the approvals; a statement of the provisions in section 37 of the Act including details of consultation with residents that must occur before any future redevelopment of the retirement Village may commence.*

### **For example:**

The following information includes best estimates regarding work yet to be completed in the Village. There is no guarantee that this work will be completed as planned. In making your decision as to whether or not to live in this Village, you are advised to consider that we may, at a future date, not be in the position to complete all the work described in this section.

If this occurs, there may be no legal way it can be forced to proceed and you may be left without the level of facilities you expected.

In addition to facilities already completed at the time you inspected the Village, the following facilities are under construction or are planned.

### 14.1 Independent Living Units under construction

No of units .....	Est. completion date ...../...../.....
No of units .....	Est. completion date ...../...../.....

### 14.2 Independent Living Units planned for construction

No of units .....	Est. completion date ...../...../.....
No of units .....	Est. completion date ...../...../.....

### 14.3 Communal facilities under construction

.....Est. completion date ...../...../.....

### 14.4 Communal facilities planned for construction

..... Est. completion date ...../...../.....

### 14.5 Landscaping being undertaken

..... Est. completion date ...../...../.....

### 14.6 Landscaping planned

..... Est. completion date ...../...../.....

#### 14.7 Development consent

The following information describes any development approval required under the *Planning, Development and Infrastructure Act 2016* and provides details of the approvals granted and any conditions of the approvals.

.....

.....

#### 14.8 Future Development

In accordance with section 37 of the Act, before any redevelopment of the Village commences, we will call a meeting of all residents at which we will present a plan of and report on the proposed redevelopment and answer any reasonable question put by a resident.

If you are to be relocated we will ensure you are not financially disadvantaged.

### 15 DISPUTE RESOLUTION POLICY

*Attach the procedures for the resolution of a dispute within the retirement village including a statement of the provisions in section 45 of the Act.*

In accordance with section 45 of the Act we must have a written policy in relation to resolution of disputes between the operator and residents of the retirement village. Requirements for the dispute resolution policy are outlined in Regulation 18.

We must provide you with a copy of the dispute resolution policy on request within five business days of you making the request.

The dispute resolution policy in effect at the time of this residence contract is Attachment #.

### 16 TRUSTEE

*If applicable, provide information about the trustee including the name and address of the trustee; the terms and conditions on which the trustee has been appointed for the purposes of the scheme (insofar as any such trustee is involved in holding money paid by the resident on trust or is available or responsible to represent the interests of the resident); the assistance available for residents from the trustee and how the trustee's fees are to be paid.*

***For example:***

16.1 .....  
name of trustee

16.2 .....  
address of trustee

16.3 The terms and conditions upon which the trustee is appointed are:

- 16.3.1 To represent residents of the estate.
- 16.3.2 To act as trustee in relation to deposits paid under the scheme.
- 16.3.3 ..... (any other conditions).

16.4 Residents may seek assistance from the trustee in relation to the financial management of the scheme.

16.5 The trustee will be paid from the Maintenance Fund.

## **17 TERMINATION OF CONTRACT**

*Describe the action to be taken to terminate the contract, the steps (if any) that a party agrees to undertake after a termination and a statement of the provisions in section 44 of the Act.*

### **For example:**

- 17.1 You will have the right at any time, by providing not less than # days' notice in writing to us, to terminate your Contract. However, you may also provide us with a written request to remain in occupation until the amount due to you under this Contract is paid to you.
- 17.2 Your Contract will automatically terminate upon your death or the death or the last survivor of you.
- 17.3 Subject to the provisions of the Act, we may terminate this contract on one of the following grounds:
  - 17.3.1 the committing of a breach of the residence contract or the residence rules; or
  - 17.3.2 acting in a manner that adversely affects the health and safety of persons working in the retirement village or that seriously disturbs the peace or comfort of other residents of the retirement village; or
  - 17.3.3 the residence becomes an unsuitable place of residence for you because of your mental or physical capacity.
- 17.4 Our decision to terminate your right of occupation under clause 17.3 is ineffective unless the South Australian Civil and Administrative Tribunal (**SACAT**) is satisfied on our application that the breach is sufficiently serious to justify termination or that proper grounds exist for the termination.
- 17.5 If we decide to terminate your right of occupation under clause 17.3, we must give you, personally or by post, a notice which:
  - 17.5.1 sets out the grounds for our decision;
  - 17.5.2 informs you that the decision is subject to review by SACAT; and
  - 17.5.3 informs you of your rights with regard to such a review.
- 17.6 Where SACAT confirms our decision to terminate your right of occupation, the Tribunal must fix a period within which you must vacate the residence.
- 17.7 SACAT may make an order for the ejectment of a resident who has not vacated a residence at the expiration of the period referred to above.



NOTE: You may also provide us with a notice that you intend to cease to reside in your residence but wish to remain in occupation of the residence until the exit entitlement becomes payable in accordance with section 27 of the Act.

## **OTHER INFORMATION**

***If applicable, provide any other information that has been agreed to between the parties to this contract.***

***For example:***

18.1 Any alterations and/or additions to your residence will become our property.

18.2 We have approved the following variations, alterations or additions to your residence.

18.2.1 Erection of a 3.5m x 3m cream coloured Stratco Outback Verandah at the rear of your residence. All maintenance and repairs of the verandah during your occupation will remain your responsibility.

18.3 When you cease to reside in the residence any additions or alterations will be taken into consideration in setting the remarketing price.

18.4 While we will initially attempt to remarket the residence with the additions and/or alteration we may remove the addition or alteration and restore the residence to its original condition at your expense if it will assist in remarketing of the residence.

## **18 SURPLUS AND DEFICIT POLICY**

*Include a copy of the surplus and deficit policy of the retirement village scheme. Please note this relates to surplus and deficits in the accounts in relation to recurrent charges.*

***For example:***

The surplus and deficit policy in effect at the date of the residence contract is Attachment #.

A special resolution of residents in accordance with the Act is required to change our surplus and deficit policy. If this occurs, a copy of the new policy will be provided to you within 10 business days of the meeting of residents approving the changes.

## **19 OTHER VILLAGE POLICIES AND RULES**

The following policies and residence rules for the Village are attachments to the residence contract.

The attached documents are the policies and rules in effect as at the date of the residence contract. Please note that these policies may be changed in consultation with residents as outlined in the Act. If these policies are changed in accordance with the Act, a copy of the new policy will be provided to you within 10 business days of the changes being made.



- Dispute resolution policy (Attachment #)
- Remarketing policy (Attachment #)
- Residence rules (Attachment #)

## **20     DATE OF CONTRACT**

Dated the .....day of .....20.....

.....  
Signature of operator

.....  
Resident signature

.....  
Name and address of operator

.....  
Name and address of resident

.....  
Witness signature

.....  
Witness name and address

EXAMPLE

## **21 ATTACHMENTS TO RESIDENCE CONTRACT**

- # Plan of your residence.
- # Plan of Village showing location of your residence and any separate facilities allocated to you.
- # Dispute resolution policy. *(See separate information sheet)*
- # Surplus and deficit policy. *(See separate information sheet)*
- # Remarketing policy. *(See separate information sheet)*
- # Residence rules. *(See separate information sheet)*
- # Financial statements as presented at the last annual meeting of residents of the Village. *(See separate information sheet)*
- # A copy of the minutes of the last two annual meetings of residents of the Village.
- # Operator and Residents Code of Conduct.