



ASCOT PARK
RETIREMENT VILLAGE

APPLICATION FOR OCCUPATION RIGHT AGREEMENT

ASCOT PARK RETIREMENT VILLAGE

You agree to enter into an Occupation Right Application/ORA for your Home and we agree to grant you the ORA on the following terms and conditions.

1 ESSENTIAL INFORMATION

1.1	Operator	Ascot Park Retirement Village Limited
1.2	Intending resident	Full name: Date of birth: [Full name:] [Date of birth:] Current address: Email: Phone:
1.3	Solicitor for Intending Resident(s)	Name: Firm: Email: Phone:
1.4	Your Home	[insert home number] Villa
1.5	Entry Payment	[\$insert] <i>This is the amount you pay for the right to live in your Home</i>
1.6	Initial Deposit	[\$insert] <i>Payable to the Statutory Supervisor when this Application is signed, with the balance of the Entry Payment payable on commencement of your ORA</i>

1.7	Deferred Management Fee <i>This is the amount we deduct at the end of your ORA</i>	Maximum amount of \$[insert] (being 30% of the Entry Payment)
1.8	Weekly Fee <i>This is the amount you will pay us on a monthly basis, and is subject to change</i>	\$ per week (being \$ per month, paid monthly in advance)
1.9	Services Fee <i>This will depend on the Services you select, and is subject to change</i>	Not applicable / \$ per week (being \$ per month, paid monthly in advance)
1.10	Additional Services Fee <i>This will depend on the Additional Services you select, and is subject to change</i>	Not applicable/\$[insert, if applicable]
1.11	Target Completion Date <i>This is the date we anticipate your Home will be practically completed</i>	Not applicable/[insert date]
1.12	Settlement Date <i>This is the date that you must pay the balance of your Entry Payment and will be the date that you can move in.</i>	The later of: (a) [insert date] – <i>for use if the Home is completed / [5 Working Days after the Date of Practical Completion – for use if the Home is not completed]; or</i> (b) 15 Working Days after fulfilment of the conditions set out in clause 2; or (c) 16 Working Days after you sign your ORA. In some circumstances we may agree another date with you.
1.13	Sale of Property <i>If you need to sell your property before paying the full Entry Payment, please complete these details.</i>	Address: Date for obtaining an unconditional sale and purchase agreement:
1.14	Special Provisions	[Insert if any/Not applicable]

2 Conditions and Terms

2.1 This Application is conditional upon the following:

(a) Us approving your acceptability for entry to the Village within 10 Working Days of the date of this Application.

(b) The return to our solicitors Langley Twigg of your signed ORA (duly certified by your solicitor) within 20 Working Days of our solicitors sending the ORA to your solicitors.

(c) The return to our solicitors Langley Twigg of properly executed enduring powers of attorney given by you in respect of your property and your personal care and welfare not less than 5 Working Days prior to the Settlement Date.

(d) If the "Sale of Property" box above is filled in, you obtaining an unconditional sale and purchase agreement for your property at a price satisfactory to you by the date set out in that box.

2.2 The conditions in clause 2 do not merge upon your signing of the ORA. This means that you and we acknowledge that when you sign your ORA for the Home, the ORA is also subject to the conditions in this Application.

2.3 The condition in clause 2(d) is inserted for your benefit and you may waive that condition. The conditions in clauses 2(a) to 2(c) are inserted for our benefit and will not be waived.

2.4 Settlement is subject to putting the Statutory Supervisor's securities in place.

3 Receipt of Documents

3.1 You acknowledge that you have received a copy of:

(a) a standard ORA;

(b) the Village Rules; if not attached to ORA

(c) a standard Disclosure Statement;

(d) a Code of Residents' Rights;

(e) the Retirement Villages Code of Practice 2008, as varied.

4 Cancellation Rights

4.1 You have a right to cancel the ORA and this Application as set out on page 26 of the ORA.

4.2 If any of the conditions set out in clause 2 are not fulfilled by the date set out, then this Application can be cancelled by either you or us.

4.3 If this Application has become unconditional and the ORA cooling off period has expired, but you fail to make payment of your Entry Payment on the due date, then we will be entitled to cancel this Application and the ORA.

4.4 If this Application is cancelled any deposit you have paid will be refunded to you in full and if you have taken early occupation of the Home you will be required to immediately vacate the Home.

4.5 We reserve the right to defer settlement to such date as any former resident's ORA has terminated and the Home is vacant.

5 Stakeholder

5.1 We and you each appoint Covenant Trustee Services Limited as the Stakeholder to hold the deposit and the balance of the Entry Payment in accordance with the Deed of Supervision.

6 Eligibility Requirements

6.1 You acknowledge that persons under the age of 70 are not usually approved by us for entry to the Village. We reserve our right to exercise our discretion when approving residents.

6.2 To enable us to consider your acceptability for entry to the Village, you must provide us with a medical certificate notifying us of your present state of health, within five Working Days of the date of this Application or such later time as we may agree.

6.3 If, prior to settlement of the ORA, your physical or mental health deteriorates such that you or other residents in the Village would not be able to live safely in your respective Homes, then we may (in our sole discretion) cancel this Application.

7 Construction of Home

7.1 You acknowledge that we are not obliged to provide you with a Code Compliance Certificate (as defined in the Building Act 2004) in relation to the Home or the Village.

8 Personal Information

8.1 You authorise us to collect, store, use and disclose your personal information for the lawful purposes contemplated in your ORA and our Privacy Policy. Those purposes primarily relate to the operation of the Village and providing services and support to you (including us providing information we hold about you to your doctor, any other authorised persons, or our professional advisors). You are entitled to request access to the personal information we hold about you and to request correction of that information.

9 Cash-out Clause

9.1 If, while your Application is conditional, we receive an unconditional Application for the Home on terms that in our opinion are more favourable to us, then we may give you five Working Days' notice in writing requiring your Application to be made unconditional. At any time after the expiry of such notice, and before your Application becomes unconditional, we may cancel your Application.

OR

The Home is the subject of a prior conditional Application for ORA. Your Application is conditional upon valid cancellation of the prior Application. If the prior Application becomes unconditional and the relevant cooling off period as expired, your Application will be cancelled and be of no further effect.

[The first "cash-out" condition above is for the first Application and is optional. The second provision must always be inserted in any "back up" Application.]

10 Definitions

- 10.1 "Date of Practical Completion" means the date we certify Practical Completion of the Home.
- 10.2 "Practical Completion" means the proper and effective completion of the construction of the Home so that the Home is fully available for occupancy and use by you, except for minor omissions and minor defects which do not, and the making good of which will not, cause any legal or practical impediment to your use and occupation of the Home.
- 10.3 "Working Days" has the same meaning as in the ORA.
- 10.4 Terms not otherwise defined in this Application have the same meaning as in the Retirement Villages Act 2003.

Signed for and on behalf of
the Operator by:

[Insert Resident 1 name]

[Insert Resident 2
name]

Signature of Resident:
