

Schedule One

- ITEM 1: Ingoing Contribution** \$ []
See definition in Clause 1.1 , also Clause 3 and Clause 14.1
- ITEM 2: Departure Fee Percentage**
See definition in Clause 1.1 and also Clause 14.2(a)
5% for each of the first three years.
3% for each of the seven years after the first three years.
- ITEM 3: Departure Fee – Maximum Period** **Ten years**
See definition in Clause 1.1, also Clause 14.2(b)
- ITEM 4: Estimated Recurrent Charges (per month)** \$ []
(at Commencing Date)
See definition in Clause 1.1, also see Clauses 4, 5, 7, 14.3(b) and Schedule "A"
- ITEM 5: Market Rent** \$ **500.00**
See Clause 28
Applies only if you terminate the Lease during the settling-in period

Schedule Two

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

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

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1. INTERPRETATION

1.1 Definitions

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

Accommodation agreement means an accommodation agreement between an approved provider and you within the meaning of the *Aged Care Act 2024* of the Commonwealth.

Accommodation payment means a daily accommodation payment within the meaning of the *Aged Care Act 2024* of the Commonwealth that, under an accommodation agreement, you are required to pay to an approved provider of an aged care facility in which you reside or propose to reside.

Act means the *Retirement Villages Act 1999* and the *Retirement Villages Regulation 2025* and any laws replacing or amending them.

Capital Gain means the difference between:

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

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

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Capital Loss means the difference between:

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

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

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

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

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

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

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

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

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

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

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

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

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

Lease or **this Lease** means the Lease between you and us and any schedule or annexure attached to the Lease and any document or terms incorporated by reference in the Lease. The Lease gives you the right to occupy and use your premises.

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

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

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

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

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

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

Outgoings means rates, taxes, costs, charges, outgoings, fees and expenses we incur or pay for managing, supervising, operating, cleaning, painting, repairing, maintaining and keeping secure Treeview Estates in each financial year, including but not limited to the General Services set out in Schedule A.

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

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

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

- (a) Within 14 days after we grant a new Lease of your Villa to the Next Resident;
- (b) The date any Refund must be paid according to the Act; and
- (c) The Loan Repayment Date.

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

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

Resident Handbook means the handbook published by us from time to time containing information on the operation of Treeview Estates.

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

Settling-in period means a period of 90 days from which you are entitled to take occupation of your Villa and during which, if you move out, you will be entitled to a refund of your ingoing contribution, subject to provisions of **Clause 28**.

Treeview Estates means "Treeview Estates Retirement Village" located on the land comprised Lot 50 in Deposited Plan 1107410, situated at 9 Col Drewe

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Drive, South Bowenfels, New South Wales and includes all improvements from time to time on the land and on nearby land that we may acquire or lease for the purposes of the village and includes the Common Property and the Lifestyle Centre.

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

Villa means the premises referred to on the first page of the Lease and which are located on the plan annexed to Memorandum AT421909 and includes the Inclusions, items of capital for which we are responsible and items of capital and inclusions installed by you with our consent.

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

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

1.2 Interpretation

In this Lease:

- (a) A party includes that party, its successors, permitted assigns, executors and administrators.
- (b) A gender includes the other genders.
- (c) “Person” includes a natural person, firm, company or corporation.
- (d) The singular includes the plural and vice versa.
- (e) Any covenant or agreement on the part of two or more persons is deemed to bind them jointly and severally.

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- (f) A statute includes any replacement or substitute statute and all regulations under a statute.
- (g) Headings and marginal notes do not affect the interpretation.

1.3 Exclusion of Statutory Provisions

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

1.4 Retirement Village Legislation

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

1.5 Resident Handbook

We will provide you with a copy of the Resident Handbook when you move in.

2. COMMENCEMENT AND TERM OF THE LEASE

- 2.1 This Lease commences on the Commencing Date.
- 2.2 This Lease is for the term of 99 years, if you live so long or, if you are more than one person, the survivor lives so long, subject to earlier termination as provided under **Clause 11.5** and **Clause 28**.

3. INGOING CONTRIBUTION

- 3.1 You must lend the Ingoing Contribution to us on or before the Commencing Date.
- 3.2 The Ingoing Contribution will not earn any interest.

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3.3 The Ingoing Contribution will be repayable in full, subject to any right of set-off (see **Clause 14.6**), no later than the Loan Repayment Date.

4. PAYMENT OF RECURRENT CHARGES

4.1 From the Commencing Date, you must pay us the Recurrent Charges monthly in advance, on the 15th day of each calendar month. The estimated Recurrent Charges at the Commencing Date is the amount in **Schedule One Item 4**.

4.2 You must pay Recurrent Charges by direct debit or EFT.

4.3 We may vary your Recurrent Charges once annually in any financial year.

4.4 We will give you at least 60 days' notice of any proposed variation to your Recurrent Charges unless a proposed variation is no more than CPI, in which case we will give you at least 14 days' notice.

4.5 Except where the Act refers to a variation of not more than CPI, the amount of Recurrent Charges cannot be varied unless Residents consent to the variation in accordance with the Act or the variation is ordered by the Tribunal.

4.6 If you are temporarily absent from Treeview Estates for more than 28 consecutive days, you will not be liable for charges for optional services (see Paragraph 2 of Schedule "A") for any consecutive days of the period of absence after the 28th day.

4.7 We must arrange for the accounts for the village to be audited within four months of the conclusion of each Financial Year.

4.8 As soon as practicable after we receive the audited accounts we will make them available to you or the residents committee on request.

4.9 Your obligation to pay Recurrent Charges ceases on the first to occur of:

- (a) 42 days after the date you permanently vacate your Villa, including by removing all items for which you are responsible and returning all keys to us; or

- (b) The day the Next Resident takes occupation of your Villa under a Lease or Residential Tenancy Agreement.

5. SERVICES AND FACILITIES

- 5.1** We will provide the general services set out in Paragraph 1 of Schedule "A", the cost of which are included in your Recurrent Charges.
- 5.2** We will make available the optional services set out in Paragraph 2 of Schedule "A" at your cost on a user-pays basis.
- 5.3** We will make available the Facilities set out in Paragraph 3 of Schedule "A" for the use of Residents.
- 5.4** The Tribunal may make an order apportioning your Recurrent Charges between optional services and general services, as defined in the Act.
- 5.5** We may withdraw services and facilities or vary them, but only with the consent of the Residents carried by a special resolution in accordance with the Act.
- 5.6** You will have no right to compensation if we reduce or withdraw services or facilities in accordance with a special resolution.

6. INTEREST

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

7. REPAIRS AND MAINTENANCE

- 7.1** You may request us to carry out necessary repairs and maintenance to your Villa. The cost of such repairs and maintenance are included in your Recurrent Charges.

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- 7.2 You may request us to carry out necessary repairs and maintenance to inclusions belonging to you. You must promptly pay the cost of any repairs and maintenance.

8. ALTERATIONS AND ADDITIONS

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

9. OPERATOR'S ACCESS TO THE VILLA

We may only enter your Villa if:

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

10. DISPUTE RESOLUTION

- 10.1 Treeview Estates has an internal dispute resolution policy. The policy encourages the operator and residents to discuss and resolve disputes collaboratively.

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- 10.2** We draw your attention to the existence of the Tribunal and your right to apply for a range of orders from the Tribunal, including the following:
- (a) An order that varies or sets aside a provision of this Lease or a Rule that conflicts with the Act;
 - (b) An order that we comply with the Act; and
 - (c) An order to enforce a provision of this Lease or the Rules.
- 10.3** You may apply to the Tribunal if you consider a term of this Lease to be harsh, oppressive, unconscionable or unjust.

11. TERMINATION OF LEASE

11.1 Our Right to Terminate this Lease

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

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

11.2 Your Right to Terminate this Lease

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

11.3 Vacant Possession

You must give vacant possession after you give us notice of intention to terminate the Lease.

11.4 Termination

- (a) Your Lease will terminate when:
 - (i) You give vacant possession;
 - (ii) You die or, if there is more than one of you, when the survivor of you dies;
 - (iii) The Lease expires, having run its full term; or
 - (iv) This Lease is terminated by the Tribunal in accordance with the provisions of the Act.
- (b) Termination of your Lease does not affect your obligation to pay Recurrent Charges pursuant to **Clause 4.9**.

11.5 Tribunal Order

- (a) If the Tribunal makes an order that this Lease be terminated, this Lease will terminate on the date specified in the order, but without prejudice to our rights in respect of any breach, if any, of your obligations contained or implied in this Lease.
- (b) Subject to this Clause, we retain our obligation to pay you the amounts referred to in **Clause 14.1** and you retain your obligation to pay us the amounts referred to in **Clause 14.2** and **Clause 14.3** and our costs of applying to the Tribunal.

11.6 Repair of Damage Beyond Fair Wear and Tear on Termination

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

12. ASSIGNMENT

12.1 Resident Not to Assign

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

12.2 Changes in Operator

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

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

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

13. NEXT RESIDENT

13.1 The Next Resident must be acceptable to us

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

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

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- (c) Is otherwise qualified under the Act or under any relevant planning instrument.

13.2 Location of Next Resident

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

14. THE REFUND

14.1 Payment to resident

On the Refund Entitlement Date, we must:

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

14.2 Payment by resident of Departure Fee

- (a) On the Refund Entitlement Date, you must pay us an amount calculated by:
 - (i) If the term of the lease is three years or less, multiplying the Ingoing Contribution by the first Departure Fee Annual Percentage in **Schedule One Item 2** by the number of days from the Commencing Date to the Exit Date, to a maximum of the number of days in three years and dividing the result by 365; and
 - (ii) If the term of the lease is more than three years, adding to the amount in **Clause 14.2(a)(i)** the amount resulting from multiplying the Ingoing Contribution by the second Departure Fee Annual Percentage in **Schedule One Item 2** by the number of days from the third anniversary of the Commencing Date to the Exit Date, to a maximum of the number of days in seven years, and dividing the result by 365.

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- (b) To clarify the effect of **Clause 14.2(a)**, you will not be liable for any Departure Fee for any period after expiry of the Departure Fee Maximum Period.

14.3 Payment of other amounts

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

- (a) Any amounts payable, in respect of the termination of the Lease, including our legal costs for preparation of documents related to the termination of the Lease and the preparation, execution, registration and stamping of a Surrender of Lease or a Request to remove this Lease from the title.
- (b) Any amounts for any adjustments including outstanding Recurrent Charges or interest due under this Lease.
- (c) If applicable, an amount to cover the cost of repairs payable by you under **Clause 11.6** if you have failed to do them.
- (d) 50% of the Capital Loss, if any.
- (e) The Re-Lease Fee, unless you appoint an agent who effectively introduces the Next Resident.
- (f) The amount of any accommodation payment we have paid on your behalf pursuant to Clause 32.

14.4 When will the Refund be paid?

The refund will be paid on the earlier of the Refund Entitlement Date or, subject to **Clause 14.1**, the Loan Repayment Date.

14.5 Payment in the Event of Death

If you die, we need not repay the Refund, or any of the other amounts in **Clause 14.1** to your estate until your executor or administrator provides us a certified copy of a grant of probate of your Will or letters of administration of your estate together with appropriate evidence of payment of death, estate or succession duties (if any).

14.6 Right of Set-off

We shall be entitled to set-off the Departure Fee and other amounts owing against the Refund.

15. RULES

15.1 Conflict with Lease

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

15.2 Resident to Observe Rules

You and your guests must obey the Rules.

15.3 Notice to Comply

If you breach any of the Rules, we may serve you with a notice specifying the nature of such breach. If you fail to rectify the breach, we (in addition to any other remedies to which we may be entitled) may exercise any of the powers reserved to us by **Clause 11.1** and **Clause 11.4**.

15.4 Other Residents

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

16. RESIDENT'S PROMISES

16.1 Use

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

16.2 To Pay All Personal Accounts

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

16.3 To Give Us Notice of Accident or Defects

You must give us prompt notice of any fault, defect or maintenance required in the sewer connections, water pipes, electricity or other utilities in your Villa.

16.4 To Keep Clean

- (a) You must, at your cost, keep your Villa clean and sanitary.
- (b) You must keep the inside of your windows clean.
- (c) You must keep the inside and the outside of the Villa tidy and in good repair.
- (d) You must take all reasonable precautions to keep the Villa free of vermin, insects, pests, birds and animals other than as permitted in the Rules.
- (e) If you do not comply with **Clause 16.4** to our satisfaction or to the satisfaction of statutory authorities, and the condition of the Villa has contributed to the presence of vermin, insects, pests, birds or animals, you must pay the cost of employing cleaning contractors and/or pest exterminators.

16.5 To Perform All Statutory Obligations

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

16.6 To Indemnify Us for Misuse

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

16.7 To Not Alter

You agree to not alter the Villa without our consent.

17. CONDUCT

17.1 General provisions

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

17.2 Not to Invalidate Insurance Policies

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

17.3 Not to Display Advertisements

You must not display or permit to be displayed any placard, advertisement or sign in or on the outside of the Villa or elsewhere at Treeview Estates, except "For Sale" or "For Lease" signs when Treeview Estates has not been appointed selling agent.

17.4 Only to Store Goods in Approved Locations

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

18. QUIET ENJOYMENT

18.1 Subject to **Clause 9** and **18.3**, you may peaceably hold and enjoy your Villa during the term of this Lease without any undue interference from us.

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

19. DAMAGE TO OR DESTRUCTION OF THE VILLA

19.1 Restoration of Damaged Villa

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

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

19.2 Destruction of Villa

- (a) If your Villa, in our opinion, is destroyed or damaged so extensively as to render the repair or making good of such damage impractical or undesirable then we may rebuild or reconstruct the Villa substantially in accordance with its original design or such other design as we may consider desirable.
- (b) If, in our opinion, the rebuilding or reconstruction of the Villa is impracticable or undesirable:
 - (i) Either you or we may give written notice to the other to terminate this Lease without compensation by us.
 - (ii) The provisions of **Clause 14** will apply.

20. REPRESENTATIONS AND CONDITION OF THE VILLA

20.1 No Representations

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

20.2 Condition of the Villa

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

21. COSTS

21.1 In relation to the registration of your Lease, you must pay our solicitors' disbursements – PEXA e-conveyancing Lease lodgement fee, registration fee and registered Lease dealing search fee.

21.2 You must pay our solicitors' costs and disbursements in relation to the termination of this Lease.

22. NOTICES

22.1 Any notices required to be served under this Lease are sufficiently served on you if left at or forwarded by post addressed to you at the Villa. A notice sent by post is deemed to be given at the time when in the ordinary course of post it would be delivered to the address to which it is sent.

22.2 Subject to **Clause 22.1**, our notices are properly given if signed by our Director, Secretary, Manager or Solicitor.

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

23. INDEMNITIES

- 23.1** You agree to occupy and use the Villa and the Common Property at your risk, and to release and indemnify us, our staff, agents and contractors to the full extent permitted by law from all claims and demands of any kind, and from all liability which may arise in respect of any accident, damage or injury to the Villa, to the Common Property, to you, to us or to any other person or property as a consequence of your, your visitors and contractors occupation and use of your Villa and the Common Property.
- 23.2** We are not liable to you for any loss or damage you suffer because of any malfunction, failure to function or interruption of or to the water, gas or electricity services, the air-conditioning equipment, emergency alarm system, fire equipment or any of the appurtenances contained in the Villa or in Treeview Estates or for the blockage of any sewers, water drains, gutters, down-pipes or storm water drains from any cause whatsoever.
- 23.3** The provisions of this **Clause 23** do not apply to the extent that loss or damage is due to our negligent act or omission.
- 23.4** If, following termination of this Lease your invitee, relative or de facto remains in occupation of the Villa, you will indemnify us against all actions, claims, demands, costs, damages and losses we may suffer in order to gain vacant possession of the Villa or to grant a lease to the invitee, relative or de facto at the then market Ingoing Contribution.

24. FUTURE STRATA CONVERSION

- 24.1** You acknowledges that we may at some future time subdivide (or consolidate) Treeview Estates into more than one separate area or otherwise register a Strata Scheme pursuant to which your Villa would form a separate Lot in a Strata Scheme and the Common Property will become common property as defined in the *Strata Schemes Management Act 2015* as amended.

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24.2 You agree to sign all applications, plans and documents by way of consent to obtain approval to and effect registration of any subdivision, consolidation or Strata Scheme.

25. GST

25.1 In this Clause:

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

25.2 Subject to sub-Clause 25.3, all amounts, of whatever description, payable by you to us under this Lease, are inclusive of GST, except the costs and expenses referred to in **Clause 21**, if applicable.

25.3 If any GST is or becomes chargeable with respect to the payment by us to you of any amount under this lease, you must reimburse us for any GST paid or payable.

26. GENERAL

26.1 Whenever you are obliged or required to do or carry out any act, matter or thing under this Lease, then the doing of the act, matter or thing is, unless this Lease otherwise provides, at your sole risk and expense.

26.2 We are not liable to pay interest to you on any money held on your behalf.

26.3 If any provision of this Lease or the application of any provision to any person or circumstance is or becomes invalid or unenforceable, the remaining provisions are not affected and the provisions of this Lease are valid and enforceable to the fullest extent permitted by law.

27. CHANGES TO THE LEASE

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

28. SETTLING-IN PERIOD

28.1 In this Clause "the end of the settling-in period" has the same meaning as Section 44A(2) of the Act.

28.2 You may terminate the Lease by permanently vacating the Villa before the end of the settling-in period.

28.3 If you terminate the Lease before the end of the settling-in period under this Clause, you will be liable for:

- (a) Fair market rent, at the amount referred to in **Schedule One Item 5** per week, for the period you occupied, or were entitled to occupy, the Villa until the date of termination;
- (b) The cost of any repairs for damage to the Villa in excess of fair wear and tear;
- (c) The maximum administration fee prescribed by the Regulations; and
- (d) Any other amount prescribed by the Regulation.

Annexure “A”

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

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

29. AGED CARE FACILITY PAYMENTS

29.1 You may request us to make accommodation payments

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

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

- (b) We will assist you to make the request as soon as practicable after you provide us with information required by the Act:
 - (i) The name of the proposed aged care facility;
 - (ii) The date you propose to enter the facility;
 - (iii) The amount of each accommodation payment; and
 - (iv) Other information required by the Act.

29.2 We will make the accommodation payment

- (a) If you propose to enter an aged care facility pursuant to **Clause 29.1** – we will make the first accommodation payment at least 28 days before the date you propose to enter the aged care facility.

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- (b) If you have entered an aged care facility – within 28 days after you provide us with the information referred to in **Clause 29.1(b)**.
- (c) We will not make the accommodation payment:
 - (i) If you become entitled to be paid the refund because your Villa has been re-leased;
 - (ii) If you change your mind and request us not to make the payment;
 - (iii) If you die;
 - (iv) If we have previously paid you 85% of your refund, excluding any capital gain;
 - (v) If you have proposed to enter an aged care facility and you do not enter the aged care facility; or
 - (vi) In any of the circumstances prescribed by the Regulation.

29.3 Application to the Tribunal

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

30. PAYMENT OF THE REFUND TO YOU BEFORE YOUR VILLA IS RE-LEASED

30.1 The prescribed period

- (a) In this Clause, the “prescribed period”, will be the prescribed period referred to in the Act at the relevant time. It is, at the date of this lease, twelve months.

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

30.2 Exit Entitlement Order

- (a) In this **Clause 30**:
 - (i) The Secretary is as defined in the Act.
 - (ii) An “agreed valuation” means an estimate of the value of your villa calculated by agreement between you and us or, if we cannot agree, a determination by an independent valuer pursuant to Section 182AI of the Act.
 - (iii) “You” does not include your executor or administrator of your estate.
- (b) If your Villa is not re-leased within the prescribed period, you may apply to the Secretary for an Exit Entitlement Order directing us to pay the Refund to you.
- (c) You may only apply for an Exit Entitlement Order if the agreed valuation for the exit entitlement was calculated at least 20 days before making the application.
- (d) Your application must be made in a form approved by the Secretary.
- (e) You may not apply for an Exit Entitlement Order in relation to your

Annexure “A”

Villa more than once in the prescribed period.

30.3 This **Clause 30** applies to you only:

- (a) If we have not paid an accommodation payment pursuant to **Clause 29**;
or
- (b) If we have paid an accommodation payment pursuant to **Clause 29** and your Villa has not been re-leased two years after the date you first entered the aged care facility to which we paid the accommodation payment.

Schedule “A”

1. General services

We will provide the General services below. We pay Outgoings to provide these General Services. Your Recurrent Charges, which contribute to these Outgoings, include but are not limited to:

- (a) Rates, assessments, duties, fees, taxes, charges, municipal, government and semi-government levies assessed or charged in relation to Treeview Estates or its land.
- (b) Premiums for insurance for loss or damage to our Capital Items, workers’ compensation cover, third party and professional indemnity cover.
- (c) All services supplied to Treeview Estates, including gas, electricity, water, telephone, internet and mobile phones and other utilities, other than those exclusively servicing the Villas.
- (d) Cleaning, painting, servicing and maintaining the Common Property, including gardening and landscaping, lawn mowing, air-conditioning, heating, sewerage and garbage services.
- (e) Operating, driving, repairing and maintaining the village bus and any other transport provided for the Residents.
- (f) Monitoring and servicing the emergency alarm system, including ongoing staff training, accreditation and responding to false alarms
- (g) Monitoring and servicing (including repairing and maintaining) the fire alarm system, including ongoing staff and warden training and accreditation, certification, instructions and other record keeping and fire drills.
- (h) Management, control and security of Treeview Estates, including paying salaries, wages, staff uniforms, resident and staff amenities, council fees, superannuation, accounting fees, legal fees and interest.
- (i) Repairs and maintenance of Capital Items, including re-painting and

Annexure “A”

preventative measures and such amounts as may be included in an approved annual budget

- (j) Removing, preventing and treating for vermin, insects (including termites), pests, birds and animals.
- (k) Contribution to a fund, whether known as the Capital Works Fund or otherwise for the long-term maintenance of Capital Items.

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

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

3. Facilities available for the use of residents:

- (a) Residents’ bus.
- (b) Ambulance and visitor parking areas.
- (c) Air conditioned Lifestyle Centre, containing:
 - (i) Carpets and other fixed floor coverings throughout internal areas.
 - (ii) Separate disabled toilets.
 - (iii) Television and computer facilities.
 - (iv) Hairdressing facility.
 - (v) Residents’ kitchen.
 - (vi) Fireplace.
 - (vii) Library with shelving and lounge chairs.
 - (viii) Main lounge and meeting room.

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- (ix) Administration area.
- (x) Outdoor entertainment area with verandah, seating and lawn.
- (xi) Lighting throughout.

Schedule “B”

RULES OF TREEVIEW ESTATES

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

1. Definitions

In the following rules:

- (a) “common areas” means any part of Treeview Estates other than Villas.
- (b) “we”, “our” and “us” mean the operator of Treeview Estates, and includes our employees, agents or representatives of the operator.
- (c) “you” and “your” apply to any resident of Treeview Estates.
- (d) “visitors” means anyone that is not an existing resident or employee of Treeview Estates.
- (e) “rules” means these village rules used for the control and good management of Treeview Estates.
- (f) “vehicle” means a car, caravan, trailer, boat, bicycle or any other device with wheels.

2. Visitors

- (a) We encourage residents to keep links with relatives, friends and other people from outside Treeview Estates. Visitors are welcome any time, and there is no need for you to obtain our consent or to let us know they are coming.
- (b) However, if you wish your visitor to stay longer than two days, we require you to notify us.
- (c) You must ask us beforehand and obtain our consent if you want a visitor to live with you for longer than a month. We will not unreasonably refuse such a request.
- (d) You must take all reasonable steps to see that your visitors (including trades-people) comply with the Rules. Any visitor who seriously or repeatedly breaks the Rules may be asked to leave Treeview Estates immediately.

Annexure “A”

- (e) You must ensure all activities carried out by your visitors on common areas are carried out in a safe and secure manner.

3. Noise

- (a) As with any other residential community, a reasonable level of noise within Treeview Estates is to be expected. However, you must not make any noise likely to unreasonably interfere with the quiet enjoyment of others within Treeview Estates.
- (b) A reasonable level of noise includes, but is not limited to, conversations between residents in their courtyard, operation of gardening equipment and use of household appliances.
- (c) An unreasonable amount of noise includes, but is not limited to, loud music and other household noise at an inappropriate volume.
- (d) When undertaking an activity which may be considered as noisy, such as listening to music or the radio, playing computer games, or watching television, you should be mindful of your neighbours and ensure the noise level carried outside the villa is kept to a reasonable level.
- (e) Residents with hearing problems are encouraged to use headphones or other aids.

4. Use of Vehicles

- (a) All internal roads within Treeview Estates are “Shared Zones” as defined in the NSW Road Rules, which state drivers must always give way to pedestrians.
- (b) In the interests of safety, drivers of vehicles within Treeview Estates must always obey the 10km/h speed limit and all traffic signs throughout the village.
- (c) Pedestrians are to use footpaths where available, especially at the front roundabout.
- (d) Skateboards, two-wheel scooters or similar vehicles are not permitted on Treeview roads or paths at any time.

Annexure “A”

5. Parking

- (a) As parking spaces are limited within Treeview Estates, you may park a vehicle only in your own garage, driveway, or other parking area allocated specifically to you or to all residents. However, parking your vehicle on the road in front of your villa is permitted for a short time providing your vehicle does not block access to other vehicles. You must not park a vehicle on any other part of Treeview Estates.
- (b) This rule does not prevent you from stopping to allow passengers to get in or out of your vehicle.
- (c) You must not park or drive on grassed areas.
- (d) Marked “Visitor Parking” spots are available for short term use only by visitors, employees, tradespeople, and emergency vehicles. Parking in Visitor Parking for longer than two days is not permitted without our consent.
- (e) Caravan Parking is limited and can only be used by those residents who have an allocated space and Treeview vehicles.

6. Pets

- (a) You may keep fish or a small, caged bird in your Villa at any time, without the need to let us know or obtain our prior consent.
- (b) If you want to keep a cat or a dog as a pet, you must obtain our prior consent. We will consider each case on its merits, and we will not unreasonably refuse such a request.
- (c) For the safety of other residents, no other animals are to be kept as pets or brought onto common areas at any time without our consent.
- (d) If we consent to you keeping pets, our consent will be limited to two dogs or two cats or a dog and a cat per villa. We will not consent to dogs greater than 45cm in shoulder height or known dangerous breeds of dogs.
- (e) You will be responsible for the removal and appropriate disposal of any excrement deposited on Treeview Estates property, including your villa’s courtyards.
- (f) Your visitors may bring a dog or cat on to Treeview Estates for short visits. You must obtain our prior consent if your visitor’s dog or cat will stay longer than two days. You must ensure your visitors comply with these village rules regarding pets.

Annexure “A”

- (g) If we consent to you keeping a cat it must be kept inside your Villa and wear a bell on a collar. You must prevent your cat from wandering and causing a nuisance to other residents.
- (h) If we consent to you keeping a dog or a cat it must always be on a leash when on common areas.
- (i) Pets are not permitted in any of the common area buildings of Treeview Estates.
- (j) Cats and dogs kept as pets within Treeview Estates must be de-sexed and vaccinated.
- (k) If we consent to you keeping a pet, we may withdraw our consent if we consider:
 - (i) You are not capable of independently looking after your pet;
 - (ii) Your pet creates unreasonable noise or nuisance;
 - (iii) Your pet attacks or threatens people or other animals;
 - (iv) Your pet causes damage to village property; or
 - (v) Any of the rules set out above are broken.

7. Gardening and landscaping

- (a) The state of the grounds is important to the overall appearance of Treeview Estates for residents and visitors. It is our responsibility to maintain all the lawns and gardens on common areas in a presentable condition.
- (b) It is your responsibility to maintain your garden in a presentable condition. We will mow your lawn; however, it is your responsibility to water your lawn.
- (c) If you wish to assist, such as by watering or weeding the common area near your Villa, you are welcome to do so. You must not prune, remove plants, take cuttings, or pick flowers from the common area gardens without our consent.
- (d) You must not use any part of common areas as your own garden without our consent. If we give consent, it is your responsibility to keep the area in a presentable condition, until you inform us that you are no longer able or willing to look after the area.

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- (e) You must not knowingly plant any trees, flowers, shrubs or vines that grow rapidly or commonly cause allergic reactions. Trees, shrubs or vines with the potential to grow more than two metres in height must not be planted without our consent. The cost of removal of trees, shrubs or vines that you have planted inappropriately that we have not approved will be borne by the resident.
- (f) The use of the water retention system should only be used for irrigation of your garden or lawn and should be used sparingly to ensure access to all residents. The water retention system may not be available due to drought or other maintenance work being carried out.
- (g) Automatic watering systems should be always monitored by residents and should not be left running for more than 30 minutes per day or as otherwise required by Lithgow City Council should water restrictions be in place.

8. Waste Disposal

- (a) All waste should be separated into general and recycled waste and placed in the appropriately marked general waste or recycle bins.
- (b) You must not litter or leave rubbish on village property, other than in the bins provided.
- (c) The burning of garden waste is not permitted within Treeview Estates.
- (d) All green waste eg cuttings, branches, weeds and lawn clippings should be placed in the green waste bins located throughout the village. Food waste or other non-green waste must not be placed in the green waste bins.
- (e) If you choose to keep a compost bin, you must keep it in a manner that will not attract vermin or other pests.
- (f) You must not place the following in your toilets, drains, sinks or basins:
 - (i) Cooking or other oils or fats;
 - (ii) Wet wipes;
 - (iii) Incontinence pads;
 - (iv) Feminine hygiene products; or
 - (v) Any other item or substance that may interfere with the operation of the sewer pumps and systems.

Annexure “A”

9. Common areas

- (a) The common areas are provided for the use and enjoyment of all residents. Signs posted by management on common areas, form part of these Rules and must be followed.
- (b) You must not obstruct or permit the obstruction of walkways, entrances, corridors, fire escapes, lights, windows or other parts of the common areas.
- (c) When on common areas you, and your visitors, must be appropriately clothed.
- (d) You must not use language or behave in a manner likely to cause offence or embarrassment to another person. Smoking (including vaping) is not permitted in any building (other than your Villa) or other common areas. Smoke must not emanate from your villa nor disturb other residents.
- (e) It is our role to maintain and clean the common areas. However, this does not prevent you from maintaining or cleaning the area adjacent to your Villa.

10. Villa alterations, additions and external appearance

- (a) You must not change the external appearance of your villa without our prior written consent.
- (b) You must not hang any washing, towels, bedding, clothing or other article on any part of your villa other than your allocated clothesline.
- (c) Any alterations and additions to your villa or courtyard must be approved by us prior to commencing any work.

11. Village safety and security

- (a) It is our role to ensure that Treeview Estates is reasonably secure. We are required to provide and maintain locks or other security devices to ensure your Villa is reasonably secure.
- (b) You must not fit chains or bolts to external doors of your Villa as they could prevent access by emergency services.
- (c) All villa front and rear door locks are keyed to master keys. Accordingly, any changes to your front door lock must be arranged by us.
- (d) You must not interfere with the self-closing mechanisms of exterior doors that are designed to maintain security.

Annexure “A”

- (e) To help prevent theft, you must ensure that all windows, doors and other openings to your Villa are closed and securely fastened when your Villa is not occupied.
- (f) Access codes or passes to common areas must be kept secure and not given to anyone else, without our prior permission.
- (g) Climbing on or over retaining walls and fences is not permitted and you must use designated locations to enter or exit the village.
- (h) All residents should attend an evacuation drill at least annually.
- (i) All flammable items must be stored in an appropriate container and location in your villa.
- (j) Computers allocated to resident use in the Lifestyle Centre are to be used for internet browsing or administrative tasks. You must not access or download inappropriate, harmful or unlawful content or applications.

12. Mutual Respect

- (a) We respect your right to privacy and autonomy over your possessions and domestic affairs.
- (b) You must show common courtesy and respect the rights of other residents, staff and tradespeople so they can live and work in an environment free of harassment and intimidation. Abuse in any form will not be tolerated.
- (c) We respect and value privacy and independence and are strongly committed to protecting the privacy of residents and staff. Staff are not permitted to provide any personal information to another resident, without that resident’s prior written consent.

Annexure “A”

Notes:

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

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CONDITION REPORT

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