



Kirkside

**Occupancy Agreement**

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**Kirkside**

**262 Booran Road Ormond VIC 3204**

**NON EXCLUSIVE OCCUPANCY AGREEMENT**

**OCCUPANT .....**

**DATE .....**

**IMPORTANT NOTICE TO THE RESIDENT ON COOLING OFF PERIOD**

**YOU MAY BEFORE THE END OF 3 CLEAR BUSINESS DAYS AFTER THE DAY ON WHICH YOU SIGN THIS AGREEMENT GIVE NOTICE THAT YOU WISH TO TERMINATE THIS AGREEMENT**

**This Agreement** is made the                      day of                      20                      .

**Between** the party named in item 1 of the First Schedule (“the Owner”) and the party named in item 3 of the First Schedule (“the Occupier”).

**Whereas**

- (a) The Owner owns the property described on the front cover of this Agreement (“the Property”). The Owner has appointed the Manager to manage the property.
- (b) The Property includes accommodation consisting of a number of self-contained units and the Communal Facilities.
- (c) The Property is intended to provide for the requirements of people of retirement age able to maintain their independent living status.
- (d) The Occupier has applied for the right to occupy a unit within the Property.
- (e) The Organisation has accepted the Occupier’s application.
- (f) The Owner has agreed to grant to the Occupier and the Occupier has agreed to accept the right to occupancy of the unit referred to in item 5 of the First Schedule (“the Unit”) upon the terms and conditions herein contained.

**Now this Agreement witnesses** as follows:

**Definitions:**

**1.1** In the Agreement unless the context otherwise requires:

“Act” means the Retirement Villages Act 1986 as amended and includes any regulations made there under.

“Annual Meeting” means an annual meeting of the residents convened by the Owner or the Manager pursuant to Section 33 of the Act.

“Communal Facilities” and “Common Property” means all of the buildings at the Property excluding any administrative areas, the Unit and other units in the Property, and includes those areas as set aside by the Owner or the Manager for the common use of all the residents of the Property, including those set out in item 4 of the First Schedule.

“GST” means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.

“GST Act” means the *A new Tax System (Goods and Services Tax) Act* 1999.

“Manager” means the manager appointed by the Owner to manage the Property which at the date of this Agreement is the manager (if any) set out in item 2 of the First Schedule.

“Occupancy Loan” means the loan to be advanced by the Occupier to the Owner pursuant to clause 6.1 being the amount set out in item 1 of the Second Schedule.

“Occupation Date” means the occupation date as determined in accordance with clause 4 and set out on the front page of this Agreement.

“Service Charge” means the Occupier’s contribution towards the total expenses and outgoings of the Property calculated in accordance with clause 7.2 and which is payable by the Occupier to the Owner or the Manager pursuant to clause 7.1. The Service Charge as at the date of this Agreement is the amount set out in item 2 of the Second Schedule.

“Termination Date” means the earlier to occur of the date on which this Agreement is terminated and the Occupier’s right of occupancy ends pursuant to Clauses 5.1.

“Vacant Possession” means that the Occupant has delivered the keys of the Unit to the Owner, has vacated the Unit and removed all of the Occupant’s belongings from the Unit.

## **2. The Act**

The terms of this agreement and the rights and obligations of all parties to this agreement are to be read subject to the provisions of the Act.

## **3. Grant**

The Owner hereby grants to the Occupier and the Occupier accepts from the Owner the right to use of the Unit and chattels referred to in item 6 of the First Schedule (“Chattels”) together with the right to use the Communal Facilities in common with other occupiers of units at the Property to be held by the Occupier from the Occupation Date upon the terms and conditions herein contained.

The Occupier may before the expiration of three clear business days after signing this Agreement give notice to terminate this Agreement without being required to provide any reason or explanation for such notice. Notice of termination shall be given to the Owner at its address herein. In such case the Occupier shall be entitled to the return of all moneys advanced under this agreement.

## **4. Occupation Date**

The Occupation Date shall be the date upon which the Occupier takes physical possession of the Unit and pays the Occupancy Loan in full to the Owner.

## **5. Term**

5.1 This Agreement and the Occupier’s right to occupy the Unit shall commence on the Occupation Date and shall cease on the happening of any of the following events:

- (a) The death of the Occupier and if two persons are named as the Occupier then on the death of the survivor of them;
- (b) At the expiration of four months after the date on which the Owner receives written notice from the Occupier of the Occupier’s intention to terminate this Agreement;
- (c) Upon the Occupier (*if only one person*) becoming a person whose estate is liable to be dealt with under any law relating to mental health or becoming bankrupt or making any arrangement or composition with the Occupier’s creditors generally;

- (d) If it be discovered at any time to the satisfaction of the Owner that the information supplied to the Owner by the Occupier in the Occupier's application for the occupancy was incorrect or misleading;
- (e) If the Occupier without first advising the Owner in writing of the Occupier's intention to do so allows the Unit to remain unoccupied for any one period in excess of three months;
- (f) If the Unit or any part of it is destroyed or damaged by fire so as to render it unfit for use;
- (g) Upon the expiration of fourteen days after the service on the Occupier by the Owner of a notice under section 16(5) of the Act requiring the Occupier to vacate the Unit provided that such notice includes a copy of a certificate signed by two legally qualified medical practitioners, one of whom is nominated or agreed to by the Occupier and one of whom is nominated by the Owner stating that the Occupier needs medical or other care of a kind which is not available at the Property;
- (h) If the Occupier commits a breach of a provision of this Agreement this Agreement shall terminate upon the expiration of the notices served by the Owner under sections 16(2) and 16(3) of the Act which provide as follows:
  - a. the Owner may serve on the Occupier a notice specifying the breach and requiring the breach to be remedied; or if the breach is not capable of being remedied, requiring the Occupier to stop committing the breach within 28 days of service of the notice ("first notice"); and
  - b. if the Occupier has not complied with the first notice within the time there required, and the breach specified in the first notice is substantial, the Owner may serve on the Occupier a further notice specifying the breach and requiring the Occupier to leave the Property on or before the date stated in the notice (which date is not earlier than 60 days after the date of service of the notice).

5.2 If an Occupier should marry or re-marry during the term of this Agreement such new spouse shall be entitled to reside in the Unit during the Occupier's period of occupancy subject always to such terms as the Manager may direct. Any such new spouse shall not be entitled to continue in occupation after the death of the Occupier unless such new spouse shall have before the death of the Occupier made application to and been accepted by the Manager as an additional Occupier hereunder on such terms as the Manager may direct.

5.3 The Occupier shall vacate the Unit on or before the Termination Date.

## **6. The Occupancy Loan**

6.1 The Occupier shall advance to the Owner the Occupancy Loan.

6.2 The Owner or the Manager shall acknowledge receipt of the Occupancy Loan by issuing the Occupier with a Certificate ("the Loan Certificate") for the amount of the loan.

6.3 The Occupancy Loan shall be interest free.

6.4 The Occupancy Loan shall be made as follows:

- (a) By a deposit of an agreed amount on the signing of this Agreement by the Occupier; and
- (b) The balance on or before the Occupation Date.

6.5 The Owner shall repay to the Occupier or to the Occupier's legal personal representative that part of the Occupancy Loan as set out in item 4 of the Second Schedule on the earliest to occur of:

- (a) 14 days after the Unit is occupied by another occupier pursuant to an Occupancy Agreement;
- (b) 14 days after a new occupancy loan is paid to the Owner by a new occupant of the Unit; and
- (c) the expiration of 6 months from the date that the Occupant provides Vacant Possession of the Unit to the Owner.

## 7. The Service Charge

7.1 The Occupier covenants with the Owner and the Manager to duly and punctually pay to the Owner or the Manager the Service Charge on the days and in the manner notified by the Owner or the Manager to the Occupier in writing . The Service Charge is payable until the earliest to occur of:

- (a) the expiration of six months from the date that the Occupier provides Vacant Possession of the Unit to the Owner;
- (b) the date upon which the Unit is occupied by another occupier pursuant to an Occupancy Agreement; and
- (c) the date upon which a new occupancy loan is paid to the Owner by a new occupant of the Unit.

7.2 In this Agreement "Service Charge" shall mean the Occupier's contribution towards the estimated total expenses and outgoings of the Property for the period commencing on the Occupation Date and terminating on the next succeeding 30<sup>th</sup> day of June and thereafter for each succeeding twelve month period commencing on the 1<sup>st</sup> day of July in each year during the term of this Agreement. The estimated total expenses and outgoings of the Property include, but are not limited to, the following costs and expenses:

- (i) All rates, taxes, charges, duties, assessments, impositions, fees and other like outgoings which are now or may hereafter be howsoever rated, taxed, charged, assessed or imposed upon or in respect of the Property or any part thereof (to the extent to which the same are not separately paid in respect of individual units) by any public municipal government, semi government or other competent body, authority, corporation or department;
- (ii) All premiums for insurances in respect of the Property including public liability, workers compensation, common law and statutory liability in respect of employees employed on in or about the Property or any other insurance effected by the Owner in relation to any risk associated with the Property and all amounts paid by the Owner or payable by the Owner for insurance of the Unit – all such insurance to be in respect of such amounts

and with such extensions and exclusions as the Owner shall reasonably think fit;

- (iii) Cleaning and lighting of the Communal Facilities and Common Property;
- (iv) Gardening, lawn mowing and landscaping expenses;
- (v) Maintenance, repairs, replacements and renovations of and to the Communal Facilities, the Common Property and the external surfaces of any building or structures at the Property;
- (vi) Garbage and waste disposal;
- (vii) All charges for gas, electricity, water and all other utilities and services used in or assessed or charged on or in respect of the Communal Facilities and the Common Property;
- (viii) Caretaking expenses and/or the cost of maintaining the security of the Communal Facilities including the cost of operating and maintaining any emergency system;
- (ix) Fees or payments in lieu thereof, for the cost of administration and general management of the Property minor repairs and maintenance of the units and chattels and any other expenditure reasonably and properly incurred by the Owner in the operation of the Property;
- (x) Any GST payable by the Owner with respect to the supply of any goods, services, or other things to the Occupier;

7.3 In each year the Owner or the Manager may decide, such sum (not exceeding 10% of the total Service Charges payable for the Property) as the Manager may reasonably deem necessary to be paid into a Sinking Fund for the purposes set out in clause 9.9.

7.4 It is agreed between the parties hereto that the Owner shall have the right to vary the amount of the Service Charge subject to the requirements of the Act.

## **8. Covenants by Occupier**

**The Occupier hereby covenants with the Owner and the Manager** during the term of this Agreement as follows:

- 8.1 To duly and punctually pay (or cause to be paid) the Service Charge on the days and in the manner notified by the Owner or the Manager to the Occupier in writing.
- 8.2 To pay all electricity, gas and telephone service charges and other like charges in respect of the Unit.
- 8.3 To arrange for an insurance policy to cover the Occupier's personal contents in the Unit at the Occupier's cost.
- 8.4 Not to do or permit anything to be done in the said Unit or bring or keep anything therein which may in any way invalidate or affect any insurance policy covering the Unit.
- 8.5 To pay all municipal and other rates and charges (if any) assessed in respect of the Unit.

- 8.6 To maintain the Unit and every part thereof and keep the same tidy and in a state of good repair, but excluding structural repairs, fair wear and tear and damage incurred by or as a result of an act of God. To indemnify the organisation against all claims, damages and expenses arising from the negligent use, misuse, waste, loss, damage or injury to property, facilities or services by the Resident, any guest or agent of the Resident including overflow of water originating from within the unit. To leave the Unit tidy, clean and in good repair and condition at the time the Occupier provides Vacant Possession of the Unit to the Owner. If the Occupier fails to do so the Owner or the Manager is authorised to carry out cleaning and repairs and is to be reimbursed for the cost of such repairs from the amount to be repaid to the Occupier under the Second Schedule.
- 8.7 To permit the Owner and/or the Manager at all reasonable times to enter into the Unit in case of emergency or to view the condition thereof.
- 8.8 Not to paint or permit to be painted or make or permit to be made additions or alterations to the structure or otherwise to the interior or exterior of the Unit or any part thereof without first obtaining the prior consent in writing of the Owner or the Manager.
- 8.9 To use the Unit for residential purposes and for no other purpose and not to use or permit the Unit to be used for any purpose which may be illegal or injurious to the reputation of the Property.
- 8.10. Not to make undue noise in or about the Unit or the Common Facilities or cause annoyance or nuisance to other residents of the Property or adjoining owners.
- 8.11 Not to assign or sub-let or otherwise dispose of or in any other way part with the possession of or grant any licence to use the Unit. Section 144 of the Property Law Act 1958 shall not apply to this Agreement.
- 8.12 Not to permit any person to remain as a residential guest in the said Unit on a permanent or semi-permanent basis and to accept as binding the decision of the Owner or the Manager as to whether any residential guest is residing in the Unit on such a basis.
- 8.13 To be responsible for any breach by any visitor or guest or invitee of the Occupier of any of the Occupier's covenants herein contained. Any such breach shall be regarded for the purposes of this Agreement as a breach thereof by the Occupier.
- 8.14 To accept the concept of Christian commitment and to be sympathetic to the aims and ideals of the Owner and the Manager in the operation of the Property.
- 8.15 To comply with and observe the bylaws of the Property and any rules and regulations which the Owner or the Manager may from time to time formulate provided that any such rules and regulations shall not be inconsistent with the terms of this Agreement and shall only be amended in accordance with the Act.
- 8.16 To provide to the Owner or the Manager on the Occupation Date and within seven (7) days of the variation and replacement thereof a certified copy of any Enduring Power of Attorney granted by the Occupier.
- 8.17 Not to park a vehicle in other than the designated area (if available).

- 8.18 Not to lodge a caveat or any form of security against the title to the Property or any part thereof.
- 8.19 To notify the Owner of the location of the Occupier's will (if any).

## **9. Covenants by the Owner**

**The Owner hereby covenants with the Occupier** during the term of this Agreement as follows:

- 9.1 To use its best endeavours to carry on and conduct the Property in a proper and efficient manner.
- 9.2 To permit the Occupier to peaceably hold and enjoy the Unit during the term of this Agreement without any interruption or disturbance by the Owner or the Manager or any person or persons rightfully claiming under or in trust for the Owner or the Manager subject to the Occupier duly and punctually observing and performing the covenants agreements conditions and stipulations herein on the part of the Occupier to be observed and performed.
- 9.3 To pay and discharge all municipal and other rates and charges (if any) gas, electricity and other like outgoings payable in respect of the Property which are not otherwise payable by the Occupier under this Agreement.
- 9.4 To insure and keep insured the whole of the buildings erected at the Property against damage by fire and to insure the Property against public risk, damage to plate glass and workers compensation (if necessary) and to punctually pay all premiums and stamp duty on such policies.
- 9.5 To repair maintain clean and keep repaired maintained and cleaned the external parts of the units in the Property and the Communal Facilities including external painting, resurfacing of driveways, maintaining gardens, repairs of a structural nature, plumbing electrical and general maintenance items.
- 9.6 To control, manage and administer the Property and do all things reasonably necessary for the enforcement of any rules and regulations of the Property and to use reasonable endeavours to ensure that all the Occupiers in the Property comply with the terms of their Occupancy Agreements.
- 9.7 To pay the Service Charge in respect of any units in the Property in respect of which there is not an occupier of the Property with a liability to pay the service charge.
- 9.8 To collect the Service Charges payable by all occupiers and disburse those Service Charges towards the operating costs of the Property.
- 9.9 To hold the Sinking Fund (if any) on trust for the benefit of the occupants of the Property in a separate account for the purposes of the fund and to expend such moneys for such purposes as the Owner or Manager may deem beneficial to any occupant or occupants of the Property which may include expenditure on structural repairs of and maintenance to the Communal Facilities and Common Areas, and maintaining the exterior of the units and any other buildings or structures at the Property.

**10.** The Owner or the Manager will assist in applications for rate relief for municipal and water rates to which the Occupier may be entitled.

**11. Occupier's Goods**

Subject to any legislation to the contrary, if upon the Occupier's right of occupancy coming to an end there remains in the Unit any goods or chattels belonging to the Occupier:

11.1 the Owner may give to the Occupier or the Occupier's legal personal representative 14 days written notice to remove those items;

11.2 if the Occupier or the Occupier's legal personal representative fails to comply with that notice the Owner may then at the Occupier's expense arrange storage of those items; or sell those items and pay the net sale proceeds to the Occupier or the Occupier's legal personal representative.

11.3 the Owner shall not be liable for any loss caused to the Occupier by any reasonable action taken by the Owner under this clause; and

11.4 the Owner shall be entitled to deduct from any sale proceeds any expenses it incurs in selling those items.

**12. Occupier's Release and Indemnities**

12.1 The Occupier will occupy the Unit at the Occupier's own risk. The Occupier releases to the full extent permitted by law the Owner, the Manager and their agents, servants, contractors and employees, in the absence of negligence on their part, from all claims resulting from any accident, damage or injury occurring in the Unit. This includes personal injury to the Occupier and loss of or damage to the Occupier's property.

12.2 The Occupier indemnifies the Owner and the Manager against all claims, damages and expenses arising from the negligent use, misuse or waste by the Occupier or any guest or agent of the Occupier of the water, electricity, gas, lighting and other services and facilities of the Unit, overflow of water (excluding rain water) originating from within the Unit and caused or contributed to by the Occupier or any guest or agent of the Occupier; and loss, damage or injury to property or person caused or contributed to by the Occupier or by any guest or agent of the Occupier.

**13. Goods and Services Tax, Government Tax, Duty or Levy**

Each amount, of whatever description, payable by the Occupier to the Owner or the Manager under this deed is expressed exclusive of GST and Government taxes, duties or levies. In addition to any amounts payable, the Occupier must, to the extent permitted by law, pay to the Owner or Manager (as the case may be), on demand, a sum equivalent to the GST, Government Tax, Duty or Levy payable, if any, by the Owner or the Manager in respect of that amount.

**14. Notices**

14.1 Any notices required to be served hereunder shall be sufficiently served on the Occupier if served personally on the Occupier or addressed to the Occupier and left at the Unit or forwarded to the Occupier by pre-paid post at the Unit and shall be sufficiently served on the Owner and the Manager if forwarded to the Owner and the Manager by pre-paid post to their address as set out in this Agreement.

14.2 This Agreement shall be binding on the personal legal representatives of the Occupier.

14.3 In this Agreement words importing any gender include the other genders, the plural includes the singular and vice versa.

**In witness where of** the parties hereto have executed this Agreement the day and year first hereinbefore written.

**Signed** by The Uniting Church in Australia )  
Property Trust (Victoria) by being signed by )  
..... )  
a Senior Officer of UnitingCare Harrison, the )  
duly appointed agent of The Uniting Church )  
in Australia Property Trust (Victoria), in the )  
presence of: ) .....  
 )  
..... )

**Signed and delivered** by the Occupier in )  
the presence of: ) .....  
 )  
..... )

## First Schedule

1 **The Owner** The Uniting Church in Australia Property Trust (Victoria)

**Postal Address** PO Box 4503  
Knox City Vic 3152

2 **The Manager** UnitingCare Harrison

3 **The Occupier** .....

4 **The Communal Facilities** .....

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5 **The Unit** .....

6 **The Chattels** .....

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## Second Schedule

1. **The Occupancy Loan** \$ .....
2. **The Service Charge** Commencing at \$ ..... per fortnight
3. **Deferred Charge for Management and Maintenance** The deferred charge for management and maintenance is an amount equal to:  
Fifteen (15) percent of loan per annum of the Occupancy Loan (adjusted proportionately for a part of a year) calculated from the Occupation Date until the earlier to occur of the exhaustion of the loan from the Occupation Date and the date that a new occupant permanently occupies the Unit.
4. **Formula for Repaying Occupancy Loan** The amount payable by the Manager to the Occupier shall be an amount equal to the Occupancy Loan less:-
  - (i) the Deferred Charge for Management and Maintenance,
  - (ii) any outstanding Service Charges or other charges payable by the Occupier under the terms of this Agreement;
  - (iii) all costs reasonably incurred by the Manager to make good structural alterations and damage (fair wear and tear excepted) necessary to restore the Unit to its condition as at the commencement of the Occupancy Agreement and all costs necessary to ensure that the requirements of clause 8.6 are satisfied.
  - (iv) any GST payable on the amounts set out clauses (i) to (iii)

**Declaration of Exemption dated 28 Feb 1989: included here in accordance with the provisions of the Retirement Villages Act 1986**

Under the powers found in Section 6 of the Retirement Villages Act 1986, the Governor-in-Council, on the recommendation of the Attorney-General, declares:-

All retirement villages situated on land owned by the Uniting Church in Australia Property Trust (Victoria), to be exempt villages to which the following provisions of the Retirement Villages Act 1986 (the Act) do not apply:-

1. Part 2 of the Act  
Part 3 of the Act, except for Section 16 thereof
2. Section 19 of the Act, in relation to residents moving between retirement villages conducted by the Uniting Church in Australia Synod of Victoria and Tasmania, and in relation to any resident seeking admission into the villages where it is impractical to comply with the section because of the resident's urgent need for care, accommodation or services, upon condition that the resident is provided with an opportunity to terminate all contracts relating to the village and receive a full refund of any ingoing contribution for a period of not less than 21 days after occupancy commences
3. Section 25:- Upon condition that any monies which would have been required to be paid into a trust account or special purpose bank account are held on deposit with a common fund conducted by the Uniting Church in Australia Property Trust (Victoria) and the provisions of section 25 are otherwise observed as if the money was held in a special purpose bank account under Section 25 (5)
4. Part 5 of the Act
5. Section 33 and 34 of the Act:- In relation to a hostel or nursing home located in a village, upon condition that the information required to be presented at the annual meeting is delivered to residents of the hostel or nursing home at least once a year and an annual meeting be held if a written request is received from more than 5 residents in any such hostel or nursing home, and ; Upon condition that;
  - a) the property upon which the retirement village is situated remains unencumbered;
  - b) the obligation to repay a refundable ingoing contribution falls upon the owner of the property;
  - c) the owner of the property does not sell or part with possession of the land except to residents of the village without the prior approval of the Commissioner for Corporate Affairs; and
  - d) a copy of this exemption is given to each prospective resident at the same time as such residents are given the residency documents relating to the village.

## LIST OF IMPORTANT INFORMATION FOR PROSPECTIVE RESIDENTS

YOU SHOULD READ THIS DOCUMENT CAREFULLY. IT CONTAINS A NUMBER OF IMPORTANT THINGS THAT YOU SHOULD CONSIDER BEFORE DECIDING TO ENTER A RETIREMENT VILLAGE

1. Discuss your decision to enter a retirement village with your family, friends and other people who usually discuss important matters with you.
2. You should take all of the documents relating to the village to a legal practitioner who understands the financial implications of retirement village contracts.
3. Regarding life at the village itself, you should find out whether:
  - 3.1. the lifestyle of the village (including social activities and religion) meet your needs;
  - 3.2. the facilities at the village meet your present needs and whether they will meet what you expect will be your future needs;
  - 3.3. you have any say in the design, construction and furnishing of your unit if construction is not yet complete;
  - 3.4. the retirement village provides any nursing care, an emergency call system or other facilities specially designed for the elderly;
  - 3.5. you can be moved from the village or within the village without your consent, and if so, under what circumstances;
  - 3.6. your long term occupancy at the village is secure;
  - 3.7. the residents are actively involved in decisions concerning the level of maintenance and services provided and their cost, and how these fees are to be varied in the future.
4. You should also enquire about:
  - 4.1. pets, visitors, car parking and public transport;
  - 4.2. when you get access to your money after you leave the village;
  - 4.3. what system the village has for resolving disputes;
  - 4.4. what restrictions exist on the persons to whom you may sell your unit;
  - 4.5. the restrictions (if any) on your use of your unit and of the village facilities generally;
  - 4.6. what protection you have if the village is sold to an organisation that has management plans or philosophies that are inconsistent with the way in which the village you propose to enter is managed.
5. Compare the terms and amount of repayment of your in-going sum with other charges imposed on residents at the village, such as regular maintenance charges and any other extraordinary costs.
6. Find out how you will have to adapt and alter your existing lifestyle to comply with the regulations and restrictions of life in the village.
7. If the community facilities of the village have yet to be built, find out what guarantee you have that they will be completed.
8. Find out whether the owner can terminate your occupancy at any time, and if so, under what circumstances.
9. If pensioner rebates are to be claimed by the owner or manager on your behalf, find out whether you will receive all the benefits of the rebates.

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE VILLAGE OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE VILLAGE, YOU SHOULD SEEK EXPERT ADVICE.

## DISCLOSURE STATEMENT

**NAME OF RETIREMENT VILLAGE:** Kirkside  
**LOCATION OF RETIREMENT VILLAGE:** 262 Booran Road Ormond VIC 3204

The Uniting Church in Australia Property Trust (Vic), being the owner, certifies that:

1. The retirement village notice required by Part 2 of the *Retirement Villages Act 1986* has not been given to the Registrar of Titles as the Village is exempt from this requirement under the exemption dated 28 February 1989;
2. The particulars of any mortgage, charge or other encumbrances which take priority over the rights of residents under that Act are:  
Nil;
3. The particulars of any agreement entered into relating to the priority of residence rights over earlier encumbrances over the land are:  
Nil;
4. The notification of the charge created by Part 5 of the *Retirement Villages Act 1986* has not been given to the Registrar of Titles as the Village is exempt from this requirement under the exemption dated 28 February 1989.

DATED the                      day of                      20                      .