



WAIHI LIFECARE VILLAGE - APPLICATION FORM

Resident Details:

Mr/Mrs/Miss/Ms _____

Mr/Mrs/Miss/Ms _____

Address _____

Telephone _____

Date of Birth _____

State of Health _____

Regular Doctor _____

Solicitor _____

Owner: Waihi Lifecare Village Limited (the Operator)

Unit _____

Entry Payment _____

Total Weekly Fees
(refer Schedule 2b) _____

Settlement Date
(Commencement Date) _____

Deposit \$ _____ - \$ _____ payable on
Confirmation of clause 12 and \$ _____ payable on
_____.

Terms and Conditions of Application

Terms defined in the attached Occupation Right Agreement and/or Disclosure Statement and used in this Application Form shall, unless the context otherwise requires, have the same meaning as set out in the Occupation Right Agreement and/or Disclosure Statement.

1. I/We, being the Resident whose details are set out in full above, apply for a Right to Occupy the Unit described above on the terms and conditions set out in the Disclosure Statement.
2. In the event that this application is successful, I/we agree to:
 - Accept the Right to Occupy on the terms and conditions set out in the Disclosure Statement and the attached Occupation Right Agreement;
 - On my/our solicitors approval under paragraph 12 below, pay the deposit set out above in part payment of the Entry Payment to the Owner's solicitor's trust account, (Cooney Lees Morgan Trust Account 03 0435 0160337 02) to hold as stakeholder pending settlement and the balance of the Entry Payment will be paid on the Settlement Date.
3. I/We acknowledge that this application is not binding on the Owner until such time as it is executed by the Owner and the Owner reserves the right to decline this application without giving any reason.
4. I/We will be required to pay the Entry Payment in the manner outlined above.
5. I/We acknowledge that I/we may give notice in writing to cancel the Occupation Right Agreement without giving any reason:
 - No later than 15 works days after the date of signing the Occupation Right Agreement by me/us;In this case, we will receive a refund of any moneys paid pursuant to the Application Form and/or the Occupation Agreement.
6. I/We undertake to sign the Occupation Right Agreement and deliver that document immediately to the Owner on confirmation of clause 12. I/We acknowledge that vacant possession may not be given or taken earlier than 15 working days after the Occupation Right Agreement is signed by me/us.
7. Vacant possession of the Unit will be given and taken on the Settlement Date subject to clause 6.
8. The Unit will include the items outlined in Schedule 1.
9. The services provided by the Owner in return for your Weekly Fees (set out above) are outlined in Schedule 2.
10. I/We acknowledge that:
 - The information set out above under the heading "Resident Details" is true and correct; and
 - I/We received a copy of the Disclosure Statement together with a copy of Resident's Code of Rights, a copy of the Code of Practice and a copy of the proposed Occupation Right Agreement.
11. I/We authorise the Owner to collect and hold personal information from any source the Owner considers appropriate to be used for the purposes of determining my/our medical status and the level of care required by me/us. I/We further authorise the Owner to disclose personal information held by the Owner for the purposes set out above to any other parties. I/We understand that I/we have a right of access and may request correction of personal information held by the Owner about me/us.

- 12. This application is subject to the Resident's solicitor's approval within 5 working days of the date of this Application Form as to the form and content of the documents relating to the Right to Occupy, and the provision of independent legal advice to the Resident by a lawyer on the effect of the Occupation Right Agreement.
- 13. The amount of the Entry Payment is the lowest price that the Owner and the Resident would have agreed upon for the acquisition of the Right to Occupy under the rules relating to the accrual treatment of income and expenditure in the Income Tax 2004 on the basis that no income and expenditure arises under those rules.
- 14. If the date of possession precedes the Settlement Date then interest is payable on the balance of the Entry Payment payable at a rate of 7.0% per annum, calculated on a daily basis from the date of possession to the Settlement Date.

Special Conditions (strikeout if not required)

- 15. This application is conditional upon the Resident obtaining an unconditional sale of the Resident's existing property at _____ on terms acceptable to the Resident on or before 60 days from the date of this application.
- 16. If the Resident seeks renewal for a further period of 30 days to enable them to sell their property then the owner will grant such an extension on the condition that if at any time during the period of such an extension the owner received another offer to purchase the Occupation Rights on terms and conditions acceptable to the owner then the owner may be written notice give the purchaser no less than 48 hours' notice to expire at 4pm on the 2nd working day after the notice requiring the Resident to waive or satisfy the condition relating to the sale of the property no later than 4pm on the 2nd working day after the Owners notice then this agreement shall forthwith terminate and be of no further effect and any deposit paid by the Resident shall be immediately refunded.

Signed by the Resident: _____

Date: _____

Signed by the Owner: _____

Date: _____

Schedule 1

1. Operator's Chattels at the Commencement Date:

- Call bell system
- Carpet and fixed floor coverings
- Curtains and blinds
- Light fittings
- Smoke detectors
- Stove/oven
- Heat pump
- Dishwasher
- Heated towel rail
- Rangehood
- Kitchen waste disposal
- Garage door motor and remote
- Burglar alarm

[Strike out as necessary]

Schedule 2

Items included in Annual Administration Charge:

1. The Annual Administration Charge payable by the Resident covers all costs expenses and outgoings incurred by the Operator and/or the Body Corporate Manager in respect of the Village.
2. The Resident agrees to pay to the Operator (by direct payment authority weekly in advance) a 1/25th share of the total outgoings for the Village, or a proportionate share of the total outgoings based on the number of completed Units in the Village as follows:
 - 2.1 All taxes (except income tax or capital taxes in respect of the Operator's income or profits) in respect of the Village.
 - 2.2 All rates, levies, charges, assessments and fees payable to any government, territorial or local authority if not directly billed to the Resident by the territorial or local authority or separately assessed for the Unit and on-charged to the Resident by the Operator upon receipt of the rates demand from the relevant territorial authority;
 - 2.3 Costs of compliance with any statute, regulation, by-law or other lawful obligation in respect of the Village.
 - 2.4 Charges for water and any other utilities or services;
 - 2.5 Insurance premiums and associated valuation fees;
 - 2.6 All salaries, wages, fees and other remuneration of persons engaged in the management and operation of the Village;
 - 2.7 The costs of providing security, fire protection systems, cleaning, gardening and other services for the general use and benefit of the residents in the Village;
 - 2.8 The costs of maintenance and repair of all buildings (including the Common Property and the exterior of all Units) but excluding the cost of structural maintenance and repairs (except under sub-clause 2.10 below) and any costs payable directly by a Resident;
 - 2.9 Appropriate fees and expenses of any statutory supervisor (if appointed), auditor, the Operator's accountant, and legal advisors and for the Common Property and Village generally;
 - 2.10 A reasonable sum in each Financial Year as determined by the Operator in its sole discretion as a contribution to a maintenance fund to cover the cost of Village repair and maintenance of a substantial but infrequent or irregular nature; and
 - 2.11 A reasonable allowance for depreciation of the recreational facilities and the chattels comprising the Common Property.

Additional Services to be provided by way of Service Charge (if any):

1. _____
2. _____
3. _____

Appendix One - Disclosure Statement Information

Intending resident specific details

This appendix forms part of the Disclosure Statement and should be read in conjunction with the remainder of the Disclosure Statement. It outlines the specific details related to you and your selected Unit.

Details of unit in which you have expressed an interest		
Unit :	Unit No :	
Entry Payment :	\$	
Details of services in which you have expressed an interest		
Annual Administration Charge (payable in equal weekly instalments) :	Items listed in the First Schedule of the Occupation Right Agreement	\$110.00 per week (incl GST)
Service Charges (for additional services) :	Additional services provided: 1. 2. 3. :	\$ per week (incl GST)
Total Weekly Fees :		\$ per week (incl GST)

Estimated financial return on the refund of your Entry Payment

The estimated financial return that you can expect to receive on the refund of your Entry Payment is set out in the table below:

Length of Time :	Entry Fee :	Deduction for Deferred Management Fee :	Estimated refunds / financial return (Exist Payment)
Two (2) years			
Five (5) years & Ten (10) years			

The Exit Fee payable to the Resident on termination is equal to the Entry Payment paid by the Resident minus the Deferred Management Fee, any refurbishment costs and any other payments payable on termination under the Occupation Right Agreement. Full details of the Deferred Management Fee and payments on termination are set out in section 21 of the Disclosure Statement.