



NORTHBRIDGE LIFECARE TRUST

APPLICATION FORM

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

1 ESSENTIAL INFORMATION

1.1	Operator ("we" or "us")	Northbridge Lifecare Trust
1.2	Intending Resident(s) ("you")	Full name: Date of birth: [Full name:] [Date of birth:] Current address: Email: Phone:
1.3	Solicitor for Intending Resident(s)	Name: Firm: Email: Phone:
1.4	Your Home	Residential Apartment / Serviced Apartment [insert home number]
1.5	Your parking	Not applicable/[Carport/Garage/Carpark no] [insert description] or any garage/carport/carpark you have been allocated by us

1.6	Total Entry Payment	[\$insert]
	<i>This is the amount you pay for the right to live in your Home</i>	
	<i>This entry payment is comprised of:</i>	
	<i>(A) the Licence Fee</i>	
	<i>and</i>	
	<i>(B) the Lifecare Contribution</i>	
1.7	Licence Fee:	[\$insert] (being equal to 70% of the total entry payment)
1.8	Lifecare Contribution:	[\$insert] (being equal to 30% of the total entry payment)
1.9	Parking Fee	[Not applicable/[\$insert]]
1.10	Initial Deposit	\$5,000
	<i>Payable to the Statutory Supervisor when this Application is signed, with the balance of the Entry Payment payable on commencement of your ORA</i>	To Trustees Executors Limited to hold as stakeholder. Account Name: Trustees Executors Limited - Trust Account Account Branch: ANZ Wellington Account Number: 06 - 0101 - 0638740 – 05
1.11	Monthly Fee	\$ per month
	<i>This is the amount you will pay us during the term of your ORA, and is subject to change</i>	(paid monthly in advance)
1.12	Assisted Living Services:	Not applicable / <i>[for Serviced Apartment residents list services selected]</i>
1.13	Assisted Living Payment:	[Not applicable /\$ per month]
	<i>This will depend on the Assisted Living Services you select, and is subject to change</i>	(paid monthly in advance)

1.14	Target Completion Date	Not applicable/[insert date]
	<i>This is the date we anticipate your Home will be practically completed. We will advise you if we anticipate any delays. Please note this is not necessarily the Settlement Date.</i>	
1.15	Settlement Date	The later of:
	<i>This is the date that you must pay the balance of your Entry Payment and will be the date that you can move in.</i>	(a) [insert date]; or
		(b) 10 Working Days after fulfilment of the conditions set out in clause 2; or
		(c) 16 Working Days after you sign your ORA.
		In some circumstances we may agree another date with you.
1.16	Sale of Property	Address:
	<i>If you need to sell your property before paying the full Entry Payment, please complete these details.</i>	Date for obtaining an unconditional sale and purchase agreement:
1.17	Special Provisions: [Insert if any/Not applicable]	

2 CONDITIONS

2.1 This Application is conditional upon the following:

- (a) Us approving your acceptability for entry to the Village within 10 Working Days of the date of this Application.
- (b) The return to us of your signed ORA (duly certified by your solicitor) within 20 Working Days of us sending the ORA to your solicitors.
- (c) If the "Sale of Property" box above is filled in, you obtaining an unconditional sale and purchase agreement for your property at a price satisfactory to you by the date set out in that box.

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

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

3 RECEIPT OF DOCUMENTS

3.1 You acknowledge that you have received a copy of:

- (a) a standard ORA;
- (b) the Village Rules;
- (c) a standard Disclosure Statement;
- (d) a Code of Residents' Rights;
- (e) the Retirement Villages Code of Practice 2008, as varied;
- (f) the Village's complaints policy.

4 CANCELLATION RIGHTS

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

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

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

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

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

5 STAKEHOLDER

5.1 We and you each appoint the Statutory Supervisor, Trustees Executors Limited, as the Stakeholder to hold the deposit and the balance of the Entry Payment in accordance with the Deed of Supervision.

6 ELIGIBILITY REQUIREMENTS

6.1 You acknowledge that persons under the age of 60 are not usually approved by us for entry to the Village. We reserve our right to exercise our discretion when approving residents.

6.2 To enable us to consider your acceptability for entry to the Village, you must provide us with:

- (a) a medical certificate notifying us of your present state of health, and
 - (i) for Residential Apartments, stating that you are able to live independently in your home; and
 - (ii) for Serviced Apartments, stating that you are able to live in a serviced apartment; and
- (b) a summary (which will be treated in confidence) of your financial assets and income expectations,

within five Working Days of the date of this Application or such later time as we may agree

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

7 CONSTRUCTION OF HOME

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

8 CASH-OUT CLAUSE

8.1 [If, while your Application is conditional, we receive an Application for the Home on terms that in our opinion are more favourable to us, then we may give you five Working Days' notice in writing requiring your Application to be made unconditional, provided that if your Application is subject to the condition set out in clause 2(c) ("Sale of Property"), we will not serve such a notice within three months from the date of this Application. At any time after the expiry of such notice, and before your Application becomes unconditional, we may cancel your Application.]

OR

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

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

9 PERSONAL INFORMATION

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

10 DEFINITIONS

10.1 “Working Days” has the same meaning as in the ORA.

10.2 Terms not otherwise defined in this Application have the same meaning as in the ORA or the Retirement Villages Act 2003, as applicable.

Signed for and on behalf of
the Operator by:

Name

Signature

Signature of Resident:

[Insert Resident 1 name]

[Insert Resident 2 name]

Date of this Application: