

# Application for Occupation Right Agreement

## Speldhurst Country Estate

Resident's full name: .....  
Mr/Mrs/Miss/Ms (First Names) (Surname)

Date of Birth: .....

Resident's full name: .....  
Mr/Mrs/Miss/Ms (First Names) (Surname)

Date of Birth: .....

Address: .....  
.....

Retired: 1<sup>st</sup> Applicant: Yes / No 2<sup>nd</sup> Applicant: Yes / No

Previous Occupation (if now retired): .....

Proposed date of completion (if Unit is still to be built or completed) .....

Date of Settlement: .....

Date of Occupation of Unit: .....

Solicitor's Name and Address: .....  
.....

Villa No. .... Garage/Carpark: .....

**Capital Sum:** \$ \_\_\_\_\_

Fixed Village Fee: \$ \_\_\_\_\_ per week, (GST inclusive)

**Total weekly payment:** \$ \_\_\_\_\_

### Operator's Chattels:

Villas: Cooktop oven, dishwasher, rangehood, heated towel rail, extractor fan, carpet, light fittings, laundry supertub , automatic garage door opener and heat pump.

If the Licensee is not the Resident(s) complete the following:

Licensee full name: .....

Licensee Address: .....

**OR**

If the Licensee is a Trust:

Trust's name: .....

Established by Trust Deed dated: .....

Trustee's full name: ..... Trustee's full name: .....

Trustee's Address: ..... Trustee's Address: .....

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Trustee's full name: ..... Trustee's full name: .....

Trustee's Address: ..... Trustee's Address: .....

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Is there an Enduring Power of Attorney as to Property? Yes / No

Power of Attorney full name: .....

Power of Attorney Address: .....

If there is a Power of Attorney, please provide a copy of Power of Attorney.

1. **Application:** The Resident and the Licensee, the abovenamed, hereby apply for an Occupation Right Agreement in respect of .....in Speldhurst Country Estate for the benefit of the Resident on the terms and conditions set out in the Disclosure Statement dated June 2021.

**This application is: (delete one)**

- unconditional or
- made subject to the following conditions:

.....

.....

**Condition Date:**

.....

2. **Construction:** The Operator shall be entitled to delay or cancel the planned construction of the development stage, which includes the unit referred to in Clause 1, for any reason, subject to the Operator refunding the deposit payable under Clause 7 and I/we will have no claim against the Operator in respect of this application.

3. **Medical Report:** The Resident(s) will provide the medical report(s) within ten (10) days of the date of this application.

I/We understand that the issuance of the Occupation Right Agreement by Speldhurst Country Estate Limited is subject to receipt and approval of the Medical Report(s) and any other conditions noted in clause 1.

4. **Consent to tenancy by former resident: If this application involves a temporary occupation of the unit prior to settlement, then** I/We understand that the former Resident of the unit must give consent to the Resident taking occupation of the unit on a tenancy basis pending settlement of payments, upon all such terms as such former Resident may agree.

5. **Schedule of Information:** I/We acknowledge that the information set out in the Application (which will form part of the Occupation Right Agreement) is correct.

6. **Deposit and Balance Payment:** I/We agree to pay \$..... being the deposit payable to Covenant Trustee Services Limited for an Occupation Right Agreement upon signing of the Application and to pay the remaining balance of the Capital Sum to Covenant Trustee Services Limited on the Date of Settlement.

7. **Cooling-off Period:** I/We acknowledge that I am/we are entitled to cancel the Occupation Right Agreement and to receive repayment in full of any monies paid by giving you written notice of cancellation prior to the expiry of fifteen (15) working days after the date of signing the Occupation Right Agreement (time being of the essence).

I/We have been advised that if the Occupation Right Agreement is unconditional or becomes unconditional we will not be able to cancel after the cooling off period of fifteen (15) working days lapses and that if we endeavour to do so we will forfeit our deposit with immediate effect and will also be required to settle in any event.

In addition to the cooling off period, where an Occupation Right Agreement relates to a residential unit to be built or completed at a later date and the unit is not finished to the point of practical completion within six (6) months after the proposed date for completion of the unit, by notice given at any time I/we can cancel the Occupation Right Agreement.

8. **Disclosure:** I/We acknowledge that I/we have received a:

- Disclosure Statement
- Code of Residents' Rights
- Form of Occupation Right Agreement

- Code of Practice 2008 (including Variation April 2017).

9. **Village Fee:** I/We acknowledge that the monthly Village Fee is fixed.

10. **Amenities Contribution:** I/We acknowledge that the Amenities Contribution accrues to the Operator each month (or part of a month) from the earlier date of occupation or settlement of the Unit at 5% per annum up to a maximum charge equal to 25% of the Capital Sum.

11. **Charges on Termination:** I/We have had explained how the Amenities Contribution is deducted upon termination of the Occupation Right Agreement.

I/We have had explained my/our obligation on vacation of the villa or apartment to reimburse Speldhurst Country Estate Limited for any repairs as a result of damage to the interior of the villa.

I/We have been advised that upon termination I/we or our estate will receive less than the Capital Sum.

I/We have been advised that if after six months from vacation of the villa and removal of personal possessions the villa remains unsold, the Village Fee will cease to be charged.

12. **Power of Attorney:** I/We agree to provide the Operator at the time an Occupation Right Agreement is signed with a copy of properly executed Enduring Powers of Attorney for both personal care and welfare and property together with relevant contact details of the appointed attorneys.

13. **Privacy Act information:** I/We acknowledge and agree that the Operator shall be entitled during the term of the Occupation Right Agreement to obtain from any health agency for the purposes of the Occupation Right Agreement, health information regarding the Resident(s) as defined in the Privacy Act 1993 and Health Information Privacy Code 1994.

14. **Notice by Operator:** If, prior to the Occupation Right Agreement becoming unconditional, the Operator receives a further application for the unit on terms acceptable to the Operator, the Operator may give the Resident five (5) days notice to confirm the Occupation Right Agreement as unconditional after which the Occupation Right Agreement will lapse and any deposit shall be refunded promptly.

15. **Issuance of Licence:** I/We acknowledge and agree that the signing of this application does not entitle me/us to an Occupation Right Agreement for a Villa/Apartment and that the issuance of such Occupation Right Agreement is at the sole discretion of the Operator.

16. I/We wish to note additional commitments agreed by Speldhurst Country Estate Limited.

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17. I/We accept and understand the above and make a commitment to seek independent legal advice in respect of the Occupation Right Agreement and, if signed, to return the Occupation Right Agreement within five (5) working days.

.....  
Applicant's Signature

.....  
Applicant's Signature

.....  
Date