

COLUMBA COURT APPLICATION FOR OCCUPATION RIGHT AGREEMENT

Please email to: PSO Retirement Villages Limited ("the Operator")
c/- Andrew Borthwick andrewb@psotago.org.nz

Applicant:	Title:	First Name:	Surname:	Date of birth:	Age:
	Address:				
	Phone:				
	Mobile:				
	Your email:				
	Your lawyer:				
Lawyer's email:					
Unit:	Villa 6, Columba Court, 46 Hull Street, Oamaru				
Commencement Date:	On expiry of the cooling off period / ***insert date*** (Delete one. If neither is deleted then the Commencement Date is on expiry of the cooling off period)				
This Application is subject to these Conditions:	<ul style="list-style-type: none"> The unconditional sale of the Applicant's residential property at the address in the next cell: 		Address:		
	<ul style="list-style-type: none"> The Applicant confirming that the Applicant wishes to proceed with this Application after receiving advice from the Applicant's lawyer. 				
	<ul style="list-style-type: none"> Other Conditions: 				
Confirmation Date:					

Entry Payment	Villa 6	\$290,000
Village Contribution (to be deducted from Exit Payment)	At Commencement Date	5%
	Each year after the Commencement Date for up to 4 years (calculated on a per day basis)	5% per year
	Maximum	25%
Care Services Payment	\$0 per month (no care services are currently available) subject to change, see clauses 13.3 to 13.6 of the ORA	
Joint Care Services Payment	\$0 per month (no care services are currently available) in addition to Care Services Payment and subject to change, see clauses 14.3 to 14.6 of the ORA	
Village Outgoings Payment	Villa	\$462.92 per month
	subject to change, see clause 16.5 of the ORA	
Joint Village Outgoings Payment	Villa	\$* per month
	subject to change, see clause 17.4 of the ORA	

<p>Operator's Chattels</p> <p>for inclusion in Schedule Four of the ORA</p> <p>(add or delete as appropriate)</p>	<ul style="list-style-type: none">• Refrigerator• Range• Heat Pump• Carpet, vinyl, curtains, blinds, light fittings
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Enduring Powers of attorney If the Applicant has granted enduring powers of attorney prior to making this Application, please supply copies and complete these details.			EPA in relation to property	EPA in relation to personal care & welfare
	Date of signing of EPA			
	Is the EPA currently in effect?		Y / N (delete one)	Y / N (delete one)
	Attorney 1			
		Full name:		
		Address:		
		Phone:		
		Email:		
	Attorney 2			
		Full name:		
		Address:		
		Phone:		
	Email:			
Deposit:	\$9,500.00	Details for payment by Internet:	Covenant Trustee Services Limited Trust Account ANZ Account No: 01-0129-0102673-00	
		Details for payment by cheque:	Make cheque out to: Covenant Trustee Services Limited Trust Account	

I/We, the Applicant named above, apply for an Occupation Right Agreement in respect of the Unit on the terms and conditions set out in the Schedule of Terms, the Occupation Right Agreement and the current Disclosure Statement.

Signature of Applicant:		Date:
Signature of Applicant:		
Signature for the Operator:		Date:

SCHEDULE OF TERMS

Applicant's acknowledgements and obligations

- 1 The Applicant acknowledges that the Applicant must attend a meeting with the Operator's General Manager to discuss and clarify any questions the Applicant may have, prior to acceptance of this Application by the Operator.
- 2 Each Applicant, if requested to, must supply a completed Medical Report on the Operator's form prior to acceptance of this Application by the Operator.
- 3 The Applicant must pay the Entry Payment before the Applicant commences occupation of the Villa.
- 4 If this Application is accepted by the Operator, the Applicant must accept the Occupation Right Agreement on the terms set out in it subject to the provisions of the Deed of Supervision.
- 5 The Applicant must pay:
 - 5.1 The Deposit to the trust account of Covenant Trustee Services Limited as statutory supervisor, being the Initial Deposit (and part of the Entry Payment) payable for an Occupation Right Agreement, on signing this Application; and
 - 5.2 The remaining balance of the Entry Payment in accordance with the Occupation Right Agreement.

If this Application does not proceed, the Initial Deposit and any interest accrued will be refunded to the Applicant.
- 6 The Applicant acknowledges that the signing of this Application does not entitle the Applicant to an Occupation Right Agreement for a Unit and that the provision of such an Occupation Right Agreement is at the Operator's sole discretion. The Applicant acknowledges that upon the Operator's acceptance of this Application there is a binding agreement.
- 7 The information collected by the Operator in this Application form is for the purpose of the operation of Columba Court and providing care and services to the Applicant as set out in the Occupation Right Agreement and for no other purpose. The Applicant understands that the Operator will take all reasonable steps to comply with the Privacy Act 1993 and all other legislative requirements. The Applicant is entitled to access the personal information the Operator holds about the Applicant to request correction of that information. The Operator may provide information the Operator holds about the Applicant to the Applicant's doctor and the Operator's professional advisors.
- 8 The Applicant acknowledges the Applicant's right to cancel the Occupation Right Agreement during the "cooling-off" period of 15 working days after the applicant has signed it (as per clause 4 "Cancellation Rights" of the Occupation Right Agreement).
- 9 The Applicant's occupation of the Unit will not commence until the Conditions have been confirmed, the Applicant has paid the Entry Payment and the 15 working days cooling off period has expired.

Pre-settlement procedure

- 10 Following acceptance of this Application by the Operator and prior to the date of settlement, the solicitors acting for the Operator will prepare and submit to the

Applicant an Occupation Right Agreement in respect of the Unit on the terms contained in this Application (and in the form given to the Applicant with the Disclosure Statement). Such Occupation Right Agreement must be executed by the Applicant and returned unaltered to the solicitors acting for the Operator at least 15 working days prior to the Confirmation Date or commencement of occupation (whichever is the earlier).

Failure to settle

- 11 If the Applicant does not pay the balance of the Entry Payment payable on the settlement date, the Applicant shall pay interest to the Operator on the balance then outstanding at the rate of interest stipulated in clause 3.6 of the Occupation Right Agreement, calculated on a daily basis until settlement is completed in full. Without prejudice to the foregoing, the Operator may serve a Settlement Notice on the Applicant requiring the Applicant to settle on or before the 10th working day after the date of service of the settlement notice, time being of the essence, but without prejudice to any intermediate right of cancellation by either party. If the Applicant does not comply with the terms of the settlement notice then without prejudice to any other rights or remedies available to the Operator, the Operator may sue the Applicant for specific performance or cancel this Application (and the Occupation Right Agreement), and pursue either or both of the following remedies namely:

11.1 Forfeit and retain for the Vendor's own benefit the Initial Deposit paid by the Applicant but not exceeding in all 10% of the Entry Payment; and/or

11.2 Sue the Applicant for damages

Nothing in this clause shall prevent a party from suing for specific performance without giving a settlement notice.

Conditional application

- 12 If any Conditions are specified in the table above, then this Application is conditional on confirmation of those Conditions.
- 13 The Conditions shall be conditions subsequent to this Application, and the Applicant shall do all things which may be reasonably necessary to enable the Conditions to be fulfilled in timely fashion. Time for fulfilment of any condition shall be of the essence.
- 14 If the Conditions are not all confirmed before the Confirmation Date, then this Application shall be voidable at the option of either the Applicant or the Operator.
- 15 If before this Application becomes unconditional the Operator receives an acceptable offer from a third party to occupy the Villa, then the Operator may serve on the Applicant a notice requiring the Applicant to advise within 5 working days after service of the notice whether all Conditions for the benefit of the Applicant have been satisfied or waived. If the Applicant does not notify the Operator within the period set out above that the above matters have all been satisfied and that this Application is accordingly unconditional, then this Application will immediately terminate.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

(Please complete where this Application is signed by an attorney under a standard (non-Enduring) power of attorney – see below for a certificate for use with an Enduring power of attorney)

(NOT required if applicant signs in person)

I, _____ of _____, _____, certify –

1 That by deed dated _____,
of _____ appointed me his/her/its attorney.

2 That I have not received notice of any event revoking the power of attorney.

Signed at _____ this _____ day of _____ 20____

CERTIFICATE OF NON-REVOCATION AND NON- SUSPENSION OF ENDURING POWER OF ATTORNEY

(Please complete where this Application is signed by an attorney under an Enduring power of attorney – see above for a certificate for use with a standard (non-Enduring) power of attorney)

(NOT required if applicant signs in person)

1 I _____ of _____, _____ certify that:

• On _____ 20____, _____ granted to me an
enduring power of attorney to act in relation to his/her property.

or

• On _____ 20____, _____ granted to me an
enduring power of attorney to act in relation to his/her personal care and
welfare.

or

• On _____ 20____, _____ granted to me an
enduring power of attorney to act in relation to his/her personal care and
welfare and his/her property.

2 I have not received notice of an event* revoking my authority to act under the
enduring power of attorney.

3 I have not received written notice from _____ suspending my
authority to act under the enduring power of attorney.

Signed at _____ this _____ day of _____ 20____

Notes

*Definition of an event revoking the power of attorney

An event revoking the power of attorney means any of the following events in which the enduring power of attorney ceases to have effect:

- the donor revokes the power while mentally capable of doing so; or
- the donor dies; or
- the attorney gives notice of disclaimer in accordance with section 104 of the Protection of Personal and Property Rights 1988; or
- the attorney dies, or is adjudged bankrupt, or becomes a patient within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 detained in a hospital under that Act, or becomes subject to a personal order under Part 1 of the Protection of Personal and Property Rights Act 1988 or a property order under Part 3 of the Protection of Personal and Property Rights Act 1988, or otherwise becomes incapable of acting; or
- in the case of an enduring power of attorney that appoints more than one attorney with joint but not several authority, one of the attorney's dies, or is adjudged bankrupt, or becomes a patient within the meaning of the Mental Health (Compulsory Assessment and Treatment) 1992 detained in a hospital under that Act, or becomes subject to a personal order under Part 1 of the Protection of Personal and Property Rights 1988, or a property order under Part 3 of the Protection of Personal and Property Rights 1988, or otherwise becomes incapable of acting; or
- a Court revokes the appointment of the attorney pursuant to section 105 of the Protection of Personal and Property Rights 1988.