

Try before you buy terms and conditions

Residential Aged Care / Oak Towers

Program / ServiceOak Towers Residential Aged Care

1. Parties

Churches of Christ in Queensland ABN 28 953 930 342 of 41 Brookfield Road, Kenmore, Queensland 4069 (**CofCQ**), and you, the participant.

2. Trial Overview

This "Try Before You Buy" promotion allows prospective residents to experience life at the Oak Towers Facility by staying for three (3) weeks from the date of entry to the Facility (**Trial Period**) while only paying for two (2) weeks, the Basic Daily Care Fee will not be charged for one (1) out of the three (3) weeks (**Trial**).

3. Eligibility

To be eligible to participate in this Trial, you must:

- a) be a genuine prospective resident actively considering permanent placement in aged care;
- b) complete all required admission and medical assessments as per CofCQ's standard aged care procedures;
- c) sign the CofCQ Respite Agreement before commencing your stay;
- d) be approved for respite via My Aged Care, have a current respite referral code;
- e) enter respite residential care under the terms of this Trial; and
- f) meet any other reasonable eligibility criteria that CofCQ may require.

4. Trial Details

- a) The Trial allows you to stay in Respite Care at the Oak Towers Facility for three (3) weeks, you will be required to pay the Basic Daily Care Fee for two (2) weeks, and in the third week you will not be required to pay the Basic Daily Care Fee (**Waiver**).
- b) For clarity, the Waiver applies only to the Basic Daily Care Fee for the third week, all additional services and care costs will be payable by you to CofCQ in accordance with the Respite Agreement.
- c) You are under no obligation to proceed with permanent residency after the Trial Period. You may cancel the Trial at any time by providing CofCQ with (3) three Business Days written notice.
- d) If you choose to leave the Facility before completing the Trial Period, you are still required to pay for the paid two (2) week period and will not receive a refund.
- e) You must provide CofCQ with three (3) Business Days' notice prior to the end of the Trial Period as to whether you wish to continue to receive Respite Care at the Facility, if you wish to move over to permanent care, or if you do not wish to proceed.

5. General Conditions

- a) This Trial is subject to room availability at the Facility and may not be combined with any other promotions or discounts.
- b) The Trial is available for a limited time running from 5 February 2025 until 15 March 2025, and may be withdrawn or amended at the discretion of CofCQ.
- c) CofCQ reserves the right to refuse participation in this Trial if eligibility criteria are not met.

- d) Any decisions regarding the interpretation of these Terms will be made at the sole discretion of CofCQ and will be final.
- e) You are required to provide payment details to CofCQ, and you will be billed in accordance with the Respite Agreement, your payment details will be dealt with in accordance with CofCQ's Privacy Policy.

6. Consent

By participating in this Trial, you are consenting to and warrant that you will comply with the Terms as set out in this document and the Respite Agreement.

7. Privacy

By participating in this Trial, you consent to the collection and use of your personal information in accordance with CofCQ's Privacy Policy, available at <http://www.cofc.com.au/legal-and-privacy>.

8. Confidentiality and non-disparagement

(a) The Parties must:

- (i) maintain the confidentiality and security of the Confidential Information;
- (ii) keep all Confidential Information in a secure manner; and
- (iii) not make any publicly disparaging or negative remarks or publications about each other.

(b) Neither Party will disclose Confidential Information to any person except:

- (i) with consent;
- (ii) if and to the extent required to do so by Law, stock exchange or judicial body; or
- (iii) to its financial or legal advisers in confidence for the purpose of obtaining advice.

9. Warranties and liability

CofCQ makes no warranty of any kind, whether express, implied, statutory or otherwise in connection with these Terms. CofCQ does not warrant that Trial will meet your expectations. Without limiting the foregoing, CofCQ will not be liable for any problems with the Trial. To the extent permitted by law, CofCQ's aggregate liability to you arising under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the fees paid for the Trial.

10. Jurisdiction

These Terms will be governed in accordance with the laws of Queensland, Australia.

Definitions and interpretation

The following terms have their corresponding meaning within this document unless the context requires otherwise:

Term	Definition
Basic Daily Care Fee	means the basic daily care fee payable under the Respite Agreement;
Business Day	means a day other than a weekend or public holiday in Brisbane, Queensland;
Confidential Information	includes all information exchanged for or in connection with this Trial (whether before, during or after the Trial) between the Parties or among any of their representatives;

My Aged Care	means the Australian Government service providing access to government funded aged care assistance;
Oak Towers Facility or Facility	means CofCQ's aged care facility at 139 Atherton Rd, Oakleigh VIC 3166;
Parties	means you and CofCQ;
Respite Agreement	means the respite agreement between you and CofCQ, required to enter into respite care with CofCQ;
Respite Care	provides short-term relief for primary caregivers;
Terms	means this document;
Trial	has the meaning set out in clause 2 of these Terms;
Trial Period	means three (3) weeks from the date of entry into the Facility; and
Waiver	means the waiver of the Basic Daily Care Fee, set out in clause 4(a) of these Terms.

— Except where the context otherwise requires:

- if any act contemplated by these Terms is to be done on a day that is not a Business Day, then the act must be done on or by the next Business Day;
- a reference to a covenant, obligation, or agreement of two or more persons binds or benefits them jointly and severally;
- a reference to a clause, paragraph, schedule, or annexure is a reference to a clause, paragraph, or annexure of this Terms;
- a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity, and vice versa;
- a reference to a document or agreement, including these Terms, is a reference to that document or agreement as amended, supplemented, varied, or replaced;
- a reference to a person includes a natural person, corporate or unincorporated body and that person's legal and personal representatives, successors and permitted assigns;
- a reference to a statute, statutory provision or subordinate legislation will be construed as referring to that legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without changes) that legislation; and
- a clause heading is for reference and is irrelevant to the interpretation of the clause.

Related Documents

Document Type	Title
Supporting Documents	<ul style="list-style-type: none"> • Respite Agreement; • Other documents as required.