



Government of South Australia

Department for Families
and Communities

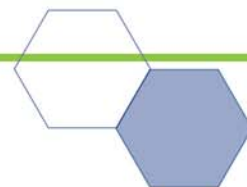
Retirement villages

Information for administering authorities



The information contained within this booklet provides a guide to understanding and interpreting the Retirement Villages Act 1987 and Retirement Villages Regulations 2006.

For further information please contact Office for the Ageing, Department for Families and Communities on 8207 0413 or 8207 0354



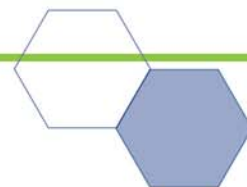
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Disclaimer: In developing this booklet, every effort has been made to ensure that the information reflects the intent of the legislation and/or represents examples of best known practice. The information contained in these resources does not constitute legal advice. The Department recommends that you seek your own legal advice should you require interpretation of the legislation



Introduction

The Department for Families and Communities through the Office for the Ageing has responsibility for administering the *Retirement Villages Act 1987* (the Act) and the *Retirement Villages Regulations 2006* (the Regulations).



For prospective residents, moving to a retirement village is a major decision that can have far-reaching effects.

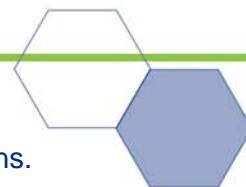
The Office for the Ageing emphasises the disclosure of information to assist prospective and current retirement village residents make informed choices about their housing options and matters that affect their lifestyle.

The efficient, effective and transparent management of retirement villages is highly valued by residents. This in turn reflects positively on the industry and helps to promote retirement village living as an attractive housing and lifestyle option for older people.

Retirement village owners/administering authorities have statutory obligations and rights under the Act and Regulations, as well as contractual rights and obligations as per the residence contract with each resident. In situations where a resident's right under the Act conflicts with a provision of the residence contract, the Act takes precedence.

It is imperative that administering authorities have a sound knowledge of the Act and Regulations to properly manage a retirement village. The Act was amended and the Regulations were revoked and replaced in 2006. It is important that administering authorities are aware of the changes which have resulted in the Office for the Ageing's enhanced capacity to address situations of non-compliance.

In the interest of facilitating legislative compliance, effective management practices and consistency across the retirement village industry, a range of resource documents have been developed. They reflect minimum content and can therefore be adapted and/or enhanced to suit the size or style of any retirement village. These documents can be obtained from www.sa.gov.au and copies can be found the back of this booklet.



Administering authorities should have on site, the current issue of the Act and Regulations. These can be purchased at a small cost from

Service SA Government Legislation Outlet

101 Grenfell Street

Adelaide SA 5000

Telephone **13 23 24**

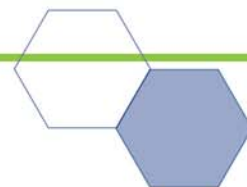
Facsimile) **8204 1909**

Online shop at www.shop.service.sa.gov.au

Or;

Accessed via the Internet free of cost on www.legislation.sa.gov.au and then clicking on Acts or Regulations & Rules; and then “R” for retirement villages under either the Act or Regulations.





Residence contracts

A residence contract ('the contract') is the most critical of all documents provided to residents, since it creates the rights under which residents occupy a residence in a retirement village. Contracts equally detail resident and administering authority obligations.



Section 17 of the Act generally refers to what must be included in a contract. Section 5 of the Regulations is explicit about those inclusions.

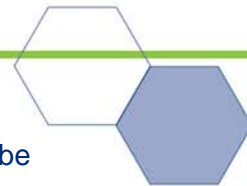
The Act (section 17(3)) and Regulations also prescribe certain documents which must be provided to a resident together with their contract.

These documents are:

- a copy of the financial statements presented at the last annual meeting of residents in accordance with section 22(6)(a) of the Act
- a premises condition report
- a copy of the residence rules
- a copy of the remarketing policy applicable to the remarketing of residences
- a copy of the code of conduct to be observed by administering authorities
- a copy of the village's dispute procedures.

It should be noted that the cooling-off period does not commence until the resident receives all of these documents and both parties have signed the contract. A template listing these documents for residents can be found on page 25 of this booklet.

It is important that administering authorities understand their obligations in preparing and providing contracts and associated documents. Failure to comply with legislative requirements can incur a penalty against administering authorities of up to \$35,000.



Administering authorities often seek legal advice in developing contracts. Contracts can be very complex, legalistic documents and subsequently difficult for residents to understand.

While contracts are legally binding documents, minimising the use of jargon and being explicit about the terms and conditions may help to reduce any potential misinterpretation and facilitate informed decision making by residents.

An **example of a residence contract** can be found on page 27 of this booklet. This example may provide some direction about those items which are required to be included under the Act and Regulations.

Residence rules

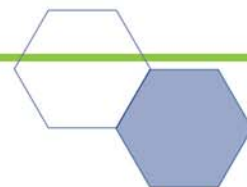
Residence rules are defined under the Act to mean “the rules with which residents of a retirement village are expected by the administering authority to comply”.

Having clearly written residence rules can help to ensure that all residents understand their rights and obligations in relation to living in a retirement village. Rules can also assist in avoiding unnecessary disputes and/or provide a reference point should a dispute arise.

All residents must be provided with a copy of the village’s residence rules before they enter into a residence contract (section 17(3) (d) of the Act.) Moreover, residents must be provided with a copy of the residence rules applicable to the village on request (section 28(1) (b) of the Act.)

Residence rules can only be altered after reasonable consultation has occurred with the Resident’s Committee (Regulations, Code of Conduct section 5 (f)). The residence rules are important, in that a breach of those rules can constitute grounds upon which a resident’s right of occupation may be terminated (section 31(1) (c) of the Act).

Administering authorities must also be aware that residence rules that are harsh or unconscionable are void under the Act (section 27). An **example of a set of residence rules** can be found on page 58 of this booklet.



Financial reporting and responsibilities

The Act specifies an administering authority's obligations to residents with regard to the presentation of a village's income and expenditure.

The information you are required to provide under section 22(6) (a) or 23(1) of the Act, must be in a form that shows specific information for the particular retirement village (and if the retirement village has more than one site, this information must specifically relate to the site at which the relevant resident or residents reside).



Financial information presented at meetings of residents

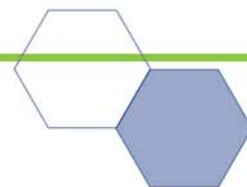
Administering authorities or residents may convene a meeting by notifying all residents, 14 days prior to a meeting, of the time, place and business of the meeting. You are required to convene a meeting of residents at least annually.

Section 22(6) (a) of the Act states that:

A notice for an annual meeting under subsection (5) must be accompanied by –

- (a) in relation to the retirement village –*
 - (i) an audited statement of income received from residents, and expenditure of that income, for the previous financial year; and*
 - (ii) a statement of estimates of income from residents, and expenditure of that income, for the current financial year; and*
 - (iii) a statement of estimates of income (from any source), and expenditure, for the current financial year in respect of any contingency, sinking or other reserve fund or account established for the purposes of capital replacement or improvements, irregular long-term maintenance, or other similar items; and*
 - (iv) such other information as the regulations may require; ...*

You must invite residents to submit their questions in writing at least seven days before the date of the meeting, although residents can choose to raise their questions at the meeting.



At the meeting, you must give residents a reasonable opportunity to raise questions and respond to any reasonable question to provide information and/or clarification of financial statements or proposals presented.

If you are unable to answer a question at the meeting, a written answer must be provided in writing within 14 days after the meeting.

You must also provide minutes of the meeting to each resident within 14 days of the meeting.

Interim financial reports and invoices

Under sections 23(1) & (2) of the Act, residents can request interim financial reports and, as part of those reports, invoices substantiating expenditure for the “relevant accounting period”. This period is defined as *“the period from the beginning of the financial year in which the request is made to the end of the last completed quarter for that financial year (as determined at the time of the making of the request).”*

If a resident or residents' committee requests an interim financial report, you must provide such a report within 21 days of that request. The information is similar to that required under section 22(6) (a), but relates only to the relevant accounting period.

On receiving such a request, you must advise the resident(s) of any fee which will be payable for the preparation and provision of the report.

Liability for recurrent charges

Sections 20(2)-(8) of the Act refer to costs for which you may have some responsibility. When a resident ceases to reside in the retirement village, you are responsible for the payment of any recurrent charge in respect of the vacated residence. If the resident is subsequently entitled to a refund of a premium, then you are entitled to recover an amount equal to what would have been the resident's liability for these charges. The limits on this are:

- you cannot recover that amount until the premium is due to be repaid (and it can then be recovered as a deduction from the premium repayable to the resident);
- the amount to be recovered cannot exceed the amount of the premium payable to the resident; and
- you can only claim recurrent charges that would have been payable by the resident over a prescribed period, that is until the residence is re-licensed or occupied by another resident, **or** 6 months from the date on which the resident ceased to reside in the village, whichever is earlier.



Importantly, you cannot recover the outstanding payments by increasing the recurrent charges payable by other residents. You may apply to the Residential Tenancies Tribunal for an extension of this period. There is a cost for this application. However, an extension will only be granted if it was considered to be “harsh and unreasonable” to limit the period to 6 months.

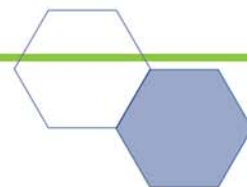
Further, you must keep a record of outstanding payments and identify them in any relevant financial statements prepared under 22(6) (a) of the Act.

Taxes and fees which cannot be charged to residents

Section 26 of the Act states that residents are not liable to pay costs associated with land tax, nor are they liable to meet any costs which might be incurred by you in obtaining legal advice, or undertaking legal proceedings relating to the village, unless they (the residents), by special resolution, approve such payment.

An **example of a statement of income and expenditure**, which you might like to adapt to suit your own village, is provided on page 41 of this booklet. The example has been designed as a minimum format to comply with the Act, be adaptable to any village, be easy to complete by administering authorities and be as clear as possible for residents to understand.





Dispute Resolution

In most situations, issues that arise between administering authorities and residents can be resolved more quickly and effectively if clear communication lines are established between residents, residents' committees and administering authorities. As in other situations, the best way to avoid a dispute is to deal with the problem at an early stage before it escalates into a major issue.



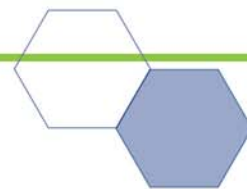
Pursuant to section 17(2)(b)(vi) of the Retirement Villages Act and Clause 7 of the Retirement Villages Regulations, Schedule 1, Code of Conduct, you are required to develop a dispute resolution process for your village.

You must provide to each resident a document setting out the policies and procedures that are applied by you in the event of a dispute. This policy must include a reference to the right of a resident to be accompanied by a person of their choice at any meeting held to resolve a dispute.

If your policies or procedures are altered, you must provide the revised version of the document to residents.

You are encouraged to develop these dispute resolution policies in consultation with your residents to ensure that the process is effective.

It should also be noted that an internal dispute resolution process does not diminish a resident's right to subsequently lodge a complaint with the Office for the Ageing, or the Residential Tenancies Tribunal.



Dispute Resolution Process

The Office for the Ageing can assist administering authorities and residents to resolve issues and conciliate disputes before Tribunal involvement becomes necessary.

Office for the Ageing mediation service

The Office for the Ageing can provide a mediation service, where assistance from an independent third party may help in resolving a dispute.

The mediator can provide advice to the parties concerning their rights and obligations under the Act/Regulations, or advise on the probable outcome of the dispute, if it were to proceed to the Residential Tenancies Tribunal.

The mediation process can assist the disputing parties to reach agreement by mutual consent. Resolution is preferable because it is not a forced compromise. Therefore, parties are more likely to be satisfied with the outcome and to fulfil their agreement obligations.

Residential Tenancies Tribunal (the Tribunal)

If a dispute arises between the administering authority and a resident of the retirement village, either party is entitled to apply to the Tribunal for resolution of the matter. However, you must have sufficient evidence to support your allegation.

This legal avenue is more formal than the voluntary dispute resolution processes described above. Prior to making an application to the Tribunal, all avenues to resolve the dispute should have been pursued. The Tribunal is likely to suggest mediation before it will hear a matter. The Act, Schedule 1, describes "Proceedings before the Tribunal".

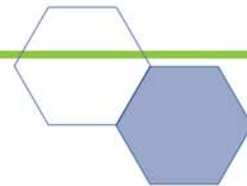
Role of the Tribunal

The Tribunal is a separate and independent body providing a prompt and low cost way of resolving disputes. The Tribunal has the authority to make orders that are legally binding and enforceable.

The Tribunal can hear disputes concerning (but not limited to):

- breaches of the residence contract
- breaches of the Act
- harsh or unconscionable conduct by the administering authority
- full or part repayment of a premium

The Tribunal cannot hear disputes between residents, or any dispute which is not related to the Act/Regulations or the residence contract.



The Tribunal may also decline an application if it considers that, for example:

- the matter could be more adequately dealt with under the rules for dispute resolution established by the administering authority
- the matter is more appropriately dealt with by another court or other tribunal
- the matter is frivolous or involves a trivial issue or amount
- for some other reason, it is not appropriate to proceed with the matter.

Preparing for a hearing as an applicant

If you believe that you have adequate evidence to support your dispute, you will need to apply to the Tribunal in accordance with the requirements described in Regulation 12 “Resolution of disputes”.

Alternatively, you can obtain a form (*Application to the Residential Tenancies Tribunal for Resolution of a Dispute – proforma #7*) by contacting OFTA during office hours on **(08) 8207 0413** or from the website www.sa.gov.au/seniors .

A non-refundable payment is required when you lodge an application. A copy of the residence contract and residence rules must be attached to your application.

You will need to file your application at the:

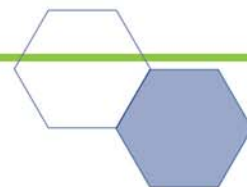
Office of Consumer & Business Affairs

1st Floor, Chesser House,
91-97 Grenfell Street, Adelaide

Once you have filed your application, the Tribunal will send you a notice, advising of the preliminary hearing date generally within 14 working days.

Preparing for a hearing as respondent

If you receive a notice that an application has been made to the Tribunal by a resident, you will also receive a copy of that application. You will need to prepare a response to answer the allegation(s) made and you may call witnesses if necessary.



Legal representation

If you want a lawyer to represent you, you must seek leave from the Tribunal. Lawyer involvement is only allowed under certain circumstances (see the Act, Schedule 1, clause 6(4)). If one party to the dispute is granted approval for legal representation, the other is automatically granted the same opportunity.

Tribunal hearings

Hearings are usually held at the Residential Tenancies Tribunal, 4th Floor, 100 Pirie Street, Adelaide, SA. One of the Tribunal members will conduct the hearing in a reasonably informal atmosphere. Hearings are open to the public and are electronically recorded. You will be required to make an oath or affirmation at the commencement of the proceedings.

At the preliminary hearing the Tribunal member will:

- decide whether there is a case to answer
- determine whether leave for legal representation is applicable
- ascertain if further information is required from either party.

If the matter is to proceed, a full hearing date will be set. Witnesses will be required to attend the full hearing and the Tribunal will send out further notices advising all parties involved of the date and time. If a witness is reluctant to attend, the Tribunal may issue a summons if necessary.

The Tribunal is not bound by the rules of evidence, but still needs to assess the reliability of the evidence. The Tribunal will consider relevant written statements from witnesses.

However, it is useful to be aware that evidence may be more persuasive if given in person on oath or affirmation and subjected to questioning by the other party and the Tribunal.

In most hearings, the Tribunal member questions both parties to clarify the issue and what each party has to say about the matter. Any supporting evidence will be considered on merit. The parties are entitled to question each other and any witnesses giving evidence.

Once all evidence has been presented, the Tribunal makes a determination and may issue an order which is binding and enforceable. Usually this determination is reserved to a later date. This allows the Tribunal member time to consider all the evidence in detail.

A written copy of the order(s) is forwarded to the parties. The Tribunal must give a written statement of reasons for its order/decision if requested by a person affected by that order/decision.



If a party to the proceedings fails to attend the hearing and the Tribunal is confident that notice of the hearing has been sent to the correct address, then the matter may proceed in the absence of the person. If for some good reason (e.g. medical illness) a party is unable to attend at the appointed time, the Tribunal Registry should be notified immediately. It may be possible to arrange another hearing date.

Interpreter

If needed, the Tribunal Registry will arrange for an independent interpreter (i.e. a person not known to either party), to attend the hearing. It takes time to do this, so if you are aware that any party to the proceedings needs an interpreter, you should inform the Tribunal Registry at the time the application is lodged.

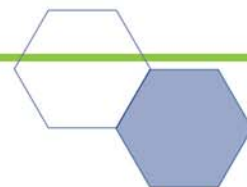
Withdrawal of Application

If the hearing listed is no longer needed, the Tribunal Registry must be notified as soon as possible, so that all parties can be notified and the scheduled time can be reallocated to another case.

Suggested guidelines for resolving disputes between residents and administering authorities

Some initial steps which residents or administering authorities can take regarding a problem or complaint include:

- speaking to the Residents' Committee to identify if there are others who are experiencing the same problem
- establishing whether this is an issue the Committee might address or if the individual raising the matter needs to address it
- clearly documenting the exact nature of, and practical solutions to, the problem
- talking to the other party as soon as possible about the matter, explaining the problem, providing copies of the documentation prepared and asking that they consider suggestions made
- giving the other party a reasonable opportunity (e.g. two weeks) to consider the problem and provide a response to the proposal or, alternatively, provide a counter proposal.



In the absence of a satisfactory response, the resident or administering authority could:

- make a reminder call, suggest a date(s), time and venue to discuss the matter, with the intent of resolving the dispute as soon as possible
- if the parties are unable to resolve the dispute at the meeting, then either party has the option of seeking assistance through the use of an informal mediator or formal (Office for the Ageing) mediator.

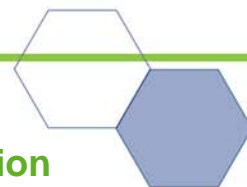
An informal mediator:

- should be a person chosen by agreement between the parties
- could be a member of the staff employed by the village if all parties are in agreement
- should not be a member who is party to the dispute.

The parties to the dispute should, in good faith, attempt to settle the dispute through conciliation. The resident in the dispute could have a relative or friend to assist them. Legal representation should not be permitted.

- In conducting the mediation, the mediator (whether informal or formal) must:
- give the parties to the mediation process every opportunity to be heard;
- allow due consideration by all parties for any written statement submitted by any party
- ensure that natural justice is accorded to the parties to the dispute throughout the mediation process
- not determine the dispute.

If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with section 32 of the Act or other legal processes.



Rights of residents and terminating a resident's right of occupation

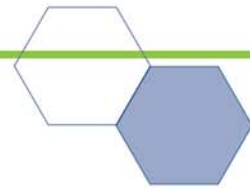
Section 31 of the Act "Termination of residents' rights" refers to the circumstances under which residence can be terminated and the process for doing so. It states:

"A resident of a residence in a retirement village has a right of occupation that cannot be terminated unless -

- (a) the resident dies; or*
- (b) the resident terminates the residence contract or ceases to reside in the retirement village in circumstances in which there is no reasonable prospect of the resident returning to reside in the retirement village; or*
- (c) the resident commits a breach of the residence contract or the residence rules and the administering authority terminates the resident's right of occupation on that ground; or*
- (d) the residence becomes an unsuitable place of residence for the resident because of the resident's mental or physical incapacity and the administering authority terminates the resident's right of occupation on that ground; or*
- (e) the holder of a mortgage or charge that was in existence at the commencement of this Act becomes entitled to vacant possession of the residence in pursuance of rights conferred by the mortgage or charge."*

The administering authority must provide clear and justifiable reasons for any decision to terminate a resident's right of occupation and all decisions are ineffective until the Residential Tenancies Tribunal is satisfied and confirms the administering authority's decision.

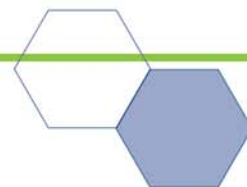
Any notices to residents or applications to the Tribunal *must* contain information as prescribed by the Regulations. To assist administering authorities, specific forms have been developed and are available from the Office for the Ageing or online at www.sa.gov.au/seniors



Procedure

The following process must be undertaken by administering authorities when terminating a resident's right of occupation.

1. Provide a "Notice of decision to terminate residence" to the resident, personally or by post, setting out the grounds of the administering authority's decision, the role of the Tribunal and the resident's rights with regard to the process.
2. Within 60 days of the date of the notice given to the resident, complete and submit an "Application to the Residential Tenancies Tribunal for confirmation of a decision to terminate residence in a retirement village" to the Tribunal outlining the administering authority's decision and grounds for same. This must be accompanied by the prescribed fee.
3. Await confirmation (or otherwise) from the Tribunal before proceeding.
4. Where the Tribunal confirms your decision to terminate a right of occupation, it will fix a period within which the resident must vacate the residence.
5. If the resident does not vacate the residence by the date determined by the Tribunal, administering authorities may submit an "Application to the Residential Tenancies Tribunal for an order for ejection", which is enforceable by a bailiff of the Tribunal. This must be accompanied by the prescribed fee.



Remarketing policy

Administering authorities must have a policy outlining the procedures and the rights and obligations of each party in relation to the remarketing of a residence.

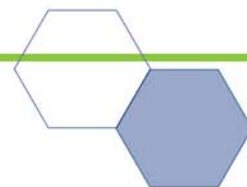
The provision of the village's remarketing policy to a resident is a requirement under section 17(3)(e) of the Act. The Regulations, Schedule 1, Code of Conduct (clause 3), "Remarketing policy"



describes the steps you must take when remarketing a residence and the information which must be referred to in your policy.

A remarketing policy must include information about:

- the need to identify any work to be undertaken, when, how, by whom and at whose expense
- how the property value is determined
- how settlement will be determined
- whether a selling agent will be appointed
- what needs to occur prior to prospective residents being shown the residence
- the type of advertising which will be undertaken by the village (e.g. radio, *The Advertiser*, local papers, mail box drops etc)
- the advertising style – whether generic (the village and lifestyle) or specific (the residence as a single entity)
- the frequency and form of advertising (e.g. weekly advert in local paper, *The Advertiser* Boomer Supplement, annual mail box drop in surrounding suburbs etc)
- how the cost of remarketing and/or advertising is calculated and met (e.g. included in the recurrent fee charged to all residents, a set amount deducted at settlement, or a percentage based on the premium received for residence etc)
- information that will be included in the monthly remarketing report, as required under the Regulations, Schedule 1, Code of Conduct 4(a), (e.g. the number of people shown through the residence, relevant feedback, any offers made) (see p. 66)
- what will occur if the residence is not re-licensed within 90 days.



Liability for recurrent/maintenance charges

Where a resident ceases to reside in the retirement village, you are responsible for the payment of any recurrent charge in respect of the vacated residence. If the resident is subsequently entitled to a refund of a premium, then you will be entitled to recover an amount equal to what would have been the resident's liability for these charges.

There are limits on this.

- You cannot recover that amount until the premium is due to be repaid (and it may then be recovered as a deduction from the premium repayable to the resident)
- The amount to be recovered cannot exceed the amount of the premium payable to the resident.
- You may only claim recurrent charges that would have been payable by the resident over a prescribed period, that is:
 - until the residence is resold or re-licensed or occupied by another resident;
 - or six months from the date on which the resident ceased to reside in the village, whichever is earlier.

You may apply to the Residential Tenancies Tribunal for a determination that the prescribed period should, in the circumstances of the particular case, be longer than six months.

The Tribunal will only do so where it would be harsh and unreasonable to limit the prescribed period to six months.

Note: Any application to the Tribunal must contain information as prescribed by the Regulations.

A proforma (No. 6 "Application to the Residential Tenancies Tribunal for the extension of the prescribed period under Section 20(5) of the Act") can be obtained by contacting the Office for the Ageing during office hours on 8207 0413 or online at www.sa.gov.au/seniors

An **example of a remarketing policy** which you might like to adapt to suit your own village be found on page 63. This example specifically reflects generic, bi-monthly advertising in the Boomer supplement of *The Advertiser* and advertising costs based on the premium received.



Premises condition report

In accordance with the Regulations Schedule 1, Code of Conduct, Section 2, administering authorities are required to complete a premises condition report with the incoming resident(s) or their nominated agent (e.g. enduring power of attorney, executor) at the start and end of occupancy.



While it is acknowledged that residents should be responsible for any damage caused beyond fair wear and tear, there needs to be a clear understanding about who is responsible for refurbishment costs such as re-painting, carpet replacement, kitchen upgrades and so on.

A premises condition report must provide information about:

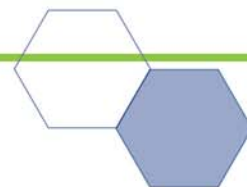
- the condition of the fixtures, fittings and furnishings provided at the residence
- who will be responsible for repairing and replacing any item
- the year when any item is due to be repaired or replaced
- how the cost of repairing or replacing any item is to be funded (the funding source should be the same as referred to in the residence contract).

The implementation of such a process is intended to contribute to avoiding disputes at the end of occupancy, whilst simultaneously promoting transparent and sound management practice.

During occupancy, residents may want to make alterations or additions to their residence for which approval would need to be sought from the administering authority. (An example is provided on page 57 and may assist in clarifying responsibility for alterations and/or additions.)

How to complete a premises condition report

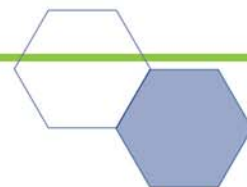
An administering authority should appoint someone (an agent or an employee) to inspect the residence and complete the report, in the presence of the prospective resident(s) (or a person nominated by the prospective resident), at the time the contract is signed. The report should be checked by the outgoing resident, their agent or executor.



1. The report must be completed to the best of your knowledge.
2. The report must be signed by both parties (or their representatives).
3. Administering authorities need to provide a copy of the premises condition report to the resident and retain one for their own records.
4. When a resident vacates a residence, the premises condition report should be taken into consideration in determining the refurbishment needs of the residence.

Two examples of premises condition reports are available. Example 1 (page 46) is more detailed whereas example 2 (page 54) offers more flexibility for administering authorities to adapt for their specific village.





Organisations to contact for advice

Independent information and advice

Department for Families and Communities Office for the Ageing

The Office for the Ageing is responsible for administering retirement village legislation and is able to provide general information and assistance on retirement village matters, clarify areas of concern and provide a mediation service to help resolve disputes between residents and administering authorities.

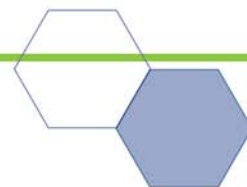


Department for Families and Communities
Retirement Villages Team
4th Floor, Riverside Centre
North Terrace
Adelaide SA 5000
Telephone **8207 0413** or **8207 0354**
Facsimile **8207 0555**

Seniors Information Service (SIS)

SIS provides information to older people, families of older people and their carers on a very wide range of topics, including retirement villages, independent living units, serviced apartments, community housing, residential parks and aged care facilities.

Ground Floor
76 Waymouth Street
Adelaide SA 5000
Telephone **8168 8776**
Facsimile **8221 5697**
Freecall **1800 636 368 (country callers only)**



Retirement village industry organisations

Retirement Village Association (RVA)

The RVA is a peak body representing over 40 member villages. It works to promote and protect the interests of its members by advancing quality of care in members' villages and unity within the industry. The RVA promotes an independently assessed accreditation scheme. It also operates nationally through its affiliation with the Retirement Village Association of Australia.

Unit 5/ 259 Glen Osmond Rd

Frewville SA 5063

Telephone **8338 4500**

Facsimile **8379 8599**

Aged & Community Services (SA & NT Inc) (ACS)

ACS is the largest aged care peak body in South Australia. It provides strategic leadership for not-for-profit community, charitable and church organisations who provide care and accommodation services to older South Australians.

246 Glen Osmond Rd

Fullarton SA 5063

Telephone **8338 7111**

Facsimile **8338 7077**

Aged Care Association

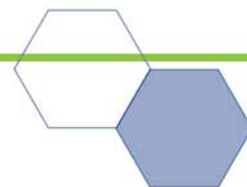
The Aged Care Association is an independent, not-for-profit body dedicated to fostering professionalism and excellence in all aspects of aged care, particularly in high and low care facilities, retirement villages, mental health hostels and amongst community service providers. ACA offers industrial advice, an advisory service and education programs and represents the industry to Government and the wider community.

Unit 5/ 259 Glen Osmond Rd

Frewville SA 5063

Telephone **8338 6500**

Facsimile **8338 6511**



Consumer organisations

South Australian Retirement Villages Residents Association (SARVRA)

SARVRA's members are residents of retirement villages. The Association's goals are to provide information and advice to, and advance the interests of, retirement village residents.

GPO Box 1701

Adelaide SA 5001

Telephone **8232 0422** (COTA Switchboard)

Freecall **1800 182 324** (outside Adelaide metro area)

COTA Seniors Voice

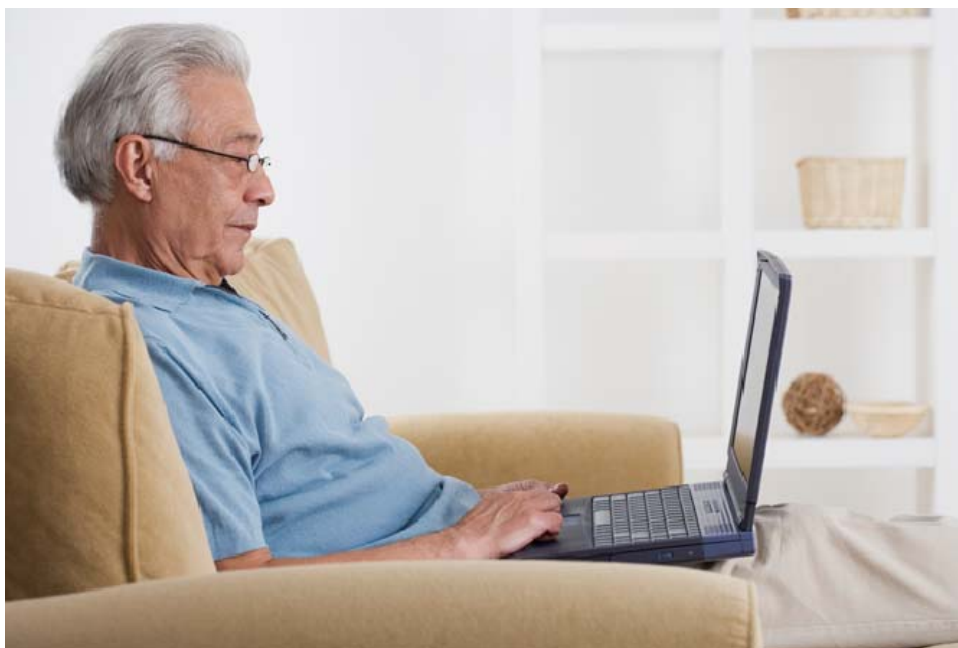
Council on the Ageing (COTA) Seniors Voice is a not-for-profit organisation which provides information and advice on a range of topics concerning older South Australians, as well as access to a wide range of services and benefits.

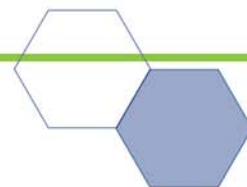
45 Flinders Street

Adelaide SA 5000

Telephone **8232 0422**

Freecall **1800 182 324** (outside Adelaide metro area)



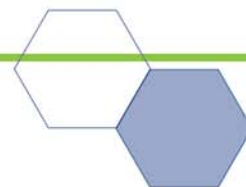


Documents to be provided to prospective residents

The Act and the Regulations require that administering authorities provide incoming residents with various completed written documents.

The following pages contain examples of all of the forms, which must be provided in accordance with the Act. You might like to adapt the forms to suit your own village.





Name of village or letterhead

Residence contract

You are advised to seek independent legal advice about your rights and duties under the proposed contract and associated documents.

You have the right to cool-off (that is, to rescind the contract) within a period of 15 business days after the date of the contract, or at any time before the expiration of 15 business days after the date on which the last of the documents required to be given to you are provided.

A contract is rescinded by notice in writing, given personally or by post, to the administering authority. All monies paid to the administering authority will be refunded to you within 10 days of the receipt of your notice to rescind.

This residence contract ("the contract") is between

.....
name of administering authority (us/we)

of.....

address of administering authority

and

.....
name of resident(s) (YOU)

of.....

current address

Dated

1. DEFINITIONS and INTERPRETATION

Insert a list of commonly used definitions and interpretations used within your contract.

For example:

The Act" means the Retirement Villages Act 1987

"The Regulations" means the Retirement Villages Regulations 2006

"Us/We" means the administering authority (AA)

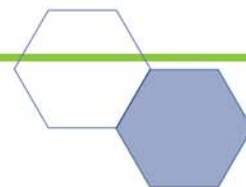
"You/Resident" means the person(s) named as resident(s) in the Contract

"Scheme" means the Retirement Village Scheme

"Village Manager" means the person appointed by the administering authority to manage the village

The singular includes the plural and vice versa

A gender includes other genders



2. EXEMPTIONS

Detail any ministerially conferred exemptions from provisions of the Act.

For example:

Financial statements presented pursuant to section 22 of the Act may be prepared in a consolidated format for all Schemes administered by *(name of company)*.
If no exemptions have been granted, state “no exemptions apply”.

3. RESIDENT

Describe who is a party to the contract and any limitation(s) on who may, in the future, become a party to the contract and details of the limitation(s). This means you can limit who is a resident to the signatories on the contract and include conditions about how a person can be added as a resident in the future. If you do not define who is deemed to be a resident, the definition in the Act will apply.

For example:

Parties subject to this contract are

.....
name of resident

and

.....
name of resident

A party to this contract can only be changed with the approval of the AA. Approval will be granted on the following conditions

.....

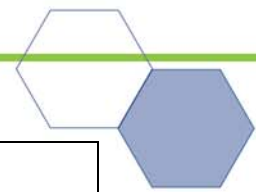
.....

.....

.....

4. THE RETIREMENT VILLAGE SCHEME

Insert the name and address of the village and details of the Certificate(s) of Title for the land on which the retirement village is situated including the name of the Registered Proprietor in Fee Simple of the land registered on each Certificate of Title and the Volume and Folio numbers. Note if the Certificate(s) of Title are endorsed for use as a retirement village; note if the land is subject to a mortgage or charge (include the name of the holder of the mortgage or charge); note the type of tenure that applies and conditions of tenure.



For example:

4.1
name of retirement village

4.2
address of retirement village

4.3
name of Registered Proprietor in Fee Simple

4.4 Volume # Folio # CT endorsed yes no

Volume # Folio # CT endorsed yes no

4.4 The land on which the village is located **is not** subject to a mortgage or charge **OR**
The land on which the village is located is subject to a mortgage or charge to

.....
name of mortgage holder

4.6 Other endorsements recorded on the Certificate(s) of Title are

.....

4.7 You will receive a community title **OR** strata title **OR** lease **OR** licence to occupy **OR**
some other form of tenure (full description).

In consideration of you lending the premium **OR** making a non-refundable payment to us, we
grant you the right of occupation, until that right is terminated in accordance with this contract,
and the right to use communal property within the Scheme.

5. YOUR RESIDENCE

Provide a description of the residence with a plan showing dimensions and a plan of the village showing the location of the residence.

For example:

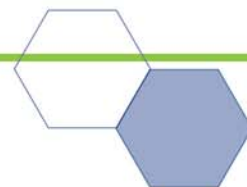
5.1 In consideration of the payment of the premium outlined in this Contract, you are granted:

- 5.1.1 a licence to use and reside in the nominated residence; and
- 5.1.2 the right to use all communal facilities within the village.

5.2 Your residence is number # and features 2 bedrooms, bathroom, toilet, laundry, kitchen, dining and living room including floor coverings, built-in kitchen cupboards and wardrobes, linen, broom & pantry storage.

5.3 A plan of your residence showing significant dimensions is attached (attachment 1).

5.4 A plan of the village showing the location of your residence and any separate facilities allocated to you is attached (attachment 2).

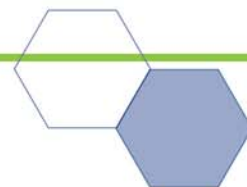


6. YOUR FACILITIES AND SERVICES

Provide information about the facilities and services which are included or available. This includes communal facilities available to all residents, any separate facilities allocated to the resident, additional facilities provided or to be provided and the cost of any associated work, services provided to residents and optional personal services available to residents.

For example:

- 6.1 All residents have access to:
 - 6.1.1 a communal centre which provides tables & chairs, a meeting area, library and billiards table;
 - 6.1.2 BBQ area and gazebo with outdoor furniture; and
 - 6.1.3 a bowling green.
- 6.2 You have been provided with a garden shed located adjacent to your residence.
- 6.3 The following additional facilities will be provided to you *(detail what the facilities are, if any work is to be undertaken to provide those facilities and at whose cost)*.
- 6.4 The following services are provided to residents, the payment for which is deducted from your recurrent charges *(list all services to be provided, but not limited to eg)*
 - 6.4.1 upkeep of public gardens, lawn and landscaped areas;
 - 6.4.2 maintenance, inside and outside your residence;
 - 6.4.3 preventative maintenance;
 - 6.4.4 repair or replacement of fixtures and fittings; and
 - 6.4.5 estate lighting and rubbish removal.
- 6.5 The following services are available to residents at an additional cost:
 - 6.5.1 cleaning of the residence;
 - 6.5.2 laundry;
 - 6.5.3 meals – lunch &/or dinner.



7. THE PREMIUM PAYABLE and REPAYMENT OF PREMIUM

Provide financial information in relation to the scheme including the premium payable; when it is payable and the terms and conditions under which the premium will be repaid.

The contract must include the date of occupation; the date on which the refund will be calculated (termination date); the formula for calculating the refund; the fees and charges that may be deducted from the refund; any conditions which must be met before the refund will be provided.

For example:

7.1 You will lend the premium to us on the following terms and conditions *(all terms and conditions should be listed, but not limited to eg):*

7.1.1 The amount of the premium payable is \$.....

7.1.2 It is acknowledged that the deposit of \$..... paid by you towards the premium, has been received.

7.1.3 The balance of the premium is required to be paid by bank cheque on the date of occupation.

7.1.4 You will only take up occupation after the cooling-off period has ended.

7.1.5 We will not pay interest to you in return for the loan of the premium.

7.2 Repayment of the premium will fall due and become payable after the licence has been terminated and you have returned vacant possession to us, and we have received a subsequent premium in relation to your residence.

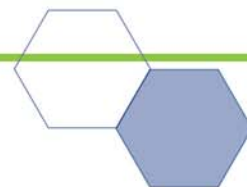
OR

Repayment of the premium will fall due and become payable after the licence has been terminated and you have returned vacant possession to us, and within 21 days if the residence is not available for re-licensing *(all terms and conditions should be listed, but not limited to):*

7.2.1 If you occupy the residence for 90 days or less, we will repay you the full premium less reasonable market rent for the period of occupation, remarketing, advertising and administration costs.

7.2.2 If you occupy the residence for more than 90 days, we will refund you a percentage of your premium which will be calculated on the following basis:

- from 90 days to 12 calendar months or part thereof – 90% of premium
- from 12 months to 18 months or part thereof – 85% of premium
- from 18 months to 24 months or part thereof – 80 % of the premium



- after 24 months – 75% of the premium,
less the costs of remarketing, advertising, administration costs, capital replacement contribution and any outstanding recurrent charges.

8. RECURRENT CHARGES

Provide information on all recurrent charges payable by the resident; how the amount is calculated; the reason for each recurrent charge and when it is payable and if it can be varied; when it was last varied; estimated date of when it will next be varied; the period of notice given before it is varied and if the recurrent charge is payable once a resident is absent or leaves the village.

You must stipulate when the financial year begins and ends for the Scheme; describe the purpose of each fund to which the resident will be required to contribute; the amount required to be contributed and when; financial information in relation to the Scheme including the premium payable, when it is payable and the terms and conditions.

For example:

8.1 Maintenance fee

8.1.1 You are responsible for paying us the amount of \$..... on the 1st day of each month, being for the total operating costs (**see 8.5).

8.1.2 This amount is calculated on being one equal share of the number of residences.

8.1.3 This charge was last varied on/...../.....

8.1.4 It is anticipated that this fee will next be varied on/...../.....

8.1.5 This fee is payable if you leave or are absent from the village for a maximum of 6 months from the date of vacating your residence or until a new resident occupies your vacated residence, whichever occurs earlier.

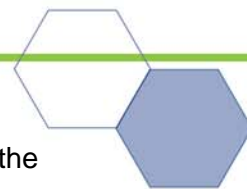
8.2 Financial year

Our financial year commences on 1 July and ends on 30 June of each year.

8.3 Sinking fund

8.3.1 You are responsible for contributing x% of your maintenance fee to the sinking fund each year.

8.3.2 This fund will be used for the upkeep of the grounds. This may include road



surfaces, painting, security and salt damp repairs. It may also be used for the repair and replacement of the gazebo, bowling green and recreational amenities.

8.4 Capital replacement fund

8.4.1 You are responsible for contributing $x\%$ of the premium for each completed 12 month period, or part thereof, for which you could occupy the residence, for a maximum period of x years, from the refund of your premium.

8.4.2 We will set aside all such amounts for the purpose of replacing hot water services, carpets, window dressings, all fixtures and fittings within the residence and undertaking structural work or fixing external water/sewerage problems.

8.5 Total operating costs

The total operating costs of and in relation to the scheme will mean and include all outgoings payable in relation to the scheme and all costs, charges, expenses, fees and other outgoings paid or payable by, or on behalf of us, in managing, supervising, operating, cleaning, painting, maintaining and keeping secure the village and will mean and include in particular, but without limiting the generality of the foregoing, the following:

8.5.1 All rates, taxes (excluding land tax), charges and assessments of every kind (whether Federal, State, Municipal or otherwise).

8.5.2 All premiums for insurance of the village, including the business associated with the operation of the scheme, in case of fire, lightning, storm and tempest, earthquake, malicious damage, explosion, riot or civil commotion and public risk and liability.

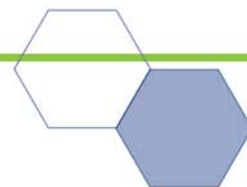
8.5.3 The cost of all services provided or to be provided to the village in relation to the operation of the village, but without limiting the generality of the foregoing, all charges for communal electricity, gas, telephone, and all sewerage, water, garbage and trade waste disposal services.

8.5.4 The costs of all services provided by the village for residents and other occupants in the village and visitors to the village including cleaning, lighting and heating the village, including without limitation, the communal areas.

8.5.5 All costs for or in connection with the maintenance, operation, renovation and upkeep of the village excluding the cost of any structural work.

8.5.6 Repairs and maintenance to each residence.

8.5.7 Internal and external painting of residences.



- 8.5.8 x% of the total operating costs as a provision to the sinking fund.
- 8.5.9 All auditing expenses.
- 8.5.10 Management fees including the cost of providing accounting, book keeping and secretarial services for the village and all aspects of the administration of the village.
- 8.5.11 Pest control and eradication.
- 8.5.12 Repair and maintenance of all common garden and landscaped areas.

9. SETTLING-IN

Provide information about when the settling-in period begins and ends, the fees and charges for which the resident will be responsible and, if not covered in section 7.2.1 above, the charges and/or costs which will be deducted from the refund.

For example:

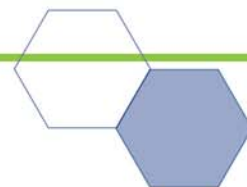
- 9.1 Your settling-in period begins on the date on which you are able to take up occupation of your residence.
- 9.2 Your settling-in period will end 90 days from your date of occupation.
- 9.3 Should you choose to terminate your agreement during the settling-in period, you will be required to provide us with vacant possession within 14 days from the date of termination.
- 9.4 The fees and charges associated with leaving the village during the settling-in period are described in section 7.2.1 of this Contract.

10. FUTURE DEVELOPMENT

Provide information about any development of the village which is being undertaken or planned at the date the contract is signed. This includes the number of residences under construction or planned for construction and the estimated completion date; any communal facilities under construction or planned for construction and the estimated completion date; any landscaping being undertaken or to be undertaken and the estimated completion date; if development approval is required, details of the approvals granted, any conditions of the approvals; details of how residents will be consulted before any redevelopment of the village commences.

For example:

The following information includes best estimates regarding work yet to be completed in the village. There is no guarantee that this work will be completed as planned.



In making your decision as to whether or not to live in this village, you are advised to consider that we may, at a future date, not be in the position to complete all the work described in this section.

If this occurs, there may be no legal way it can be forced to proceed and you may be left without the level of facilities you expected.

In addition to facilities already completed at the time you inspected the village, the following facilities are under construction or are planned.

10.1 Independent Living Units under construction

No. of units Est. completion date/...../.....

No. of units Est. completion date/...../.....

No. of units Est. completion date/...../.....

10.2 Independent Living Units planned for construction

No. of units Est. completion date/...../.....

No. of units Est. completion date/...../.....

No. of units Est. completion date/...../.....

10.3 Communal facilities under construction

Community centre: Est. completion date/...../.....

10.4 Communal facilities planned for construction

..... Est. completion date/...../.....

..... Est. completion date/...../.....

10.5 Landscaping being undertaken

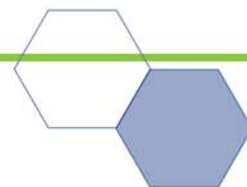
..... Est. completion date/...../.....

..... Est. completion date/...../.....

10.6 Landscaping planned

Garden beds with water feature outside community centre

Est. completion date/...../.....



10.7 Development consents

The following information describes any conditions or requirements of development consent affecting the construction and/or services to be provided by us.

.....
.....

10.8 Future development

Before any future development occurs, we will call a meeting of all residents to discuss any proposed plans.

Should redevelopment of the village be required, residents may be requested to relocate to a residence that is similar to that which they currently occupy. Affected residents will not be financially disadvantaged and we will arrange and undertake all packing, moving and unpacking for those residents.

11. DISPUTE RESOLUTION

Describe or attach the village's dispute resolution procedure which sets out the process you will apply in the event of a dispute. This must include a reference to the right of a resident to be accompanied by a person chosen by the resident at any meeting held to resolve a dispute.

For example:

The resident should clearly document the exact nature of, including practical solutions to the problem, to either the residents' committee or the administering authority.

On receipt of a written problem, the administering authority will undertake to provide a written response to the issue and the proposal, or alternately provide a counter proposal, including a meeting time for the parties to meet and discuss the dispute.

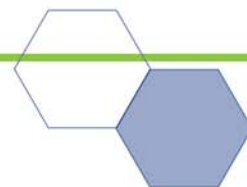
The resident has the right to be accompanied by a person of their choice at any meeting held to resolve a dispute.

If the parties are unable to resolve the dispute at the meeting, then either party has the option of seeking assistance through the use of a mediator.

If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with section 32 of the Act, or other legal processes.

12. TRUSTEE

If applicable, provide information about the trustee including the name and address of the trustee; the terms and conditions on which the trustee has been appointed for the purposes of the Scheme (insofar as any such trustee is involved in holding money paid by the resident on trust or is available or responsible to represent the interests of the resident), what assistance is available for residents from the trustee and how the trustee's fees are to be paid.



For example:

12.1.....

name of trustee

12.2.....

address of trustee

12.3 The terms and conditions upon which the trustee is appointed are:

12.3.1 To represent residents of the estate.

12.3.2 To act as trustee in relation to deposits paid under the scheme.

12.3.3 *(any other conditions).*

12.4 Residents may seek assistance from the trustee in relation to the financial management of the Scheme.

12.5 The trustee will be paid from the maintenance fund.

13. TERMINATION OF CONTRACT

Describe the action to be taken to terminate a contract and the steps (if any) that a party agrees to undertake after a termination.

For example:

13.1 You will have the right at any time, by providing a minimum of 14 days notice in writing to us, to terminate your residence contract.

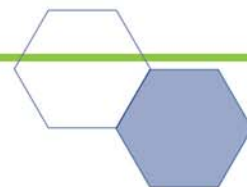
13.2 Subject to the provisions of the Act, we may terminate this contract on one of the following grounds:

13.2.1 Your death, or the death of the last surviving resident; or

13.2.2 The committing of a breach of the residence contract or the residence rules; or

13.2.3 The residence becomes an unsuitable place of residence for you because of your mental or physical capacity.

13.3 Our decision to terminate your right of occupation subject to the provisions of section 13.2 is ineffective unless the Residential Tenancies Tribunal is satisfied on our application that the breach is sufficiently serious to justify termination or that proper grounds exist for the termination.



13.4 If we decide to terminate your right of occupation, we must give you, personally or by post, a notice which:

13.4.1 sets out the grounds for our decision;

13.4.2 informs you that the decision is subject to review by the Tribunal; and

13.4.3 informs you of your rights with regard to such a review.

13.5 Where the Tribunal confirms our decision to terminate your right of occupation, the Tribunal must fix a period within which you must vacate the residence.

13.6 The Tribunal may make an order for the ejection of a resident who has not vacated a residence at the expiration of the period referred to above.

13.7 Following termination of this contract, you must provide vacant possession of the residence to us within 21 days.

14. OTHER INFORMATION

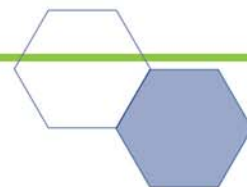
If applicable, provide any other information that has been agreed to between the parties.

For example:

14.1 Any alterations and/or additions to your residence will become our property.

14.2 We have approved the following variations, alterations or additions to your residence.

14.3 Erection of a 3.5m x 3m cream coloured Stratco outback veranda at the rear of your residence. All maintenance and repairs of the veranda during your occupation will remain your responsibility.



Name of village or letterhead

Statement of income and expenditure

RECURRENT CHARGES (MAINTENANCE) FUND

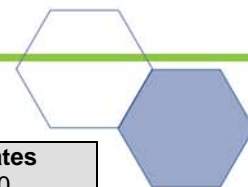
This fund most commonly includes any amount (including rent) payable to the administering authority of a retirement village on an ongoing basis

Income and expenditure for the financial year 20...../20..... and

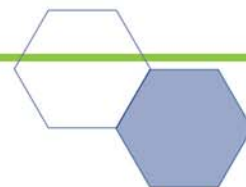
Proposed budget for the financial year 20...../20.....

	Proposed 20...../20... (last financial year)	Actuals 20...../20..... (last financial year)	Variance 20...../20..... (last financial year)	Estimates 20...../20..... (coming fin. year)
INCOME				
Recurrent charges (resident)	\$	\$	\$	\$
Recurrent charges (AA)	\$	\$	\$	\$
Recurrent charges outstanding (resident)	\$	\$	\$	\$
Recurrent charges outstanding (AA)	\$	\$	\$	\$
Interest received	\$	\$	\$	\$
Other income (<i>specify</i>) (e.g. bus trip)	\$	\$	\$	\$
Plus/minus surplus/deficit	\$	\$	\$	\$
Deferred fees recouped	\$	\$	\$	\$
Deferred fees outstanding	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

	Proposed 20...../20..... (last financial year)	Actuals 20...../20..... (last financial year)	Variance 20...../20..... (last financial year)	Estimates 20...../20..... (coming fin year)
EXPENDITURE				
Occupancy				
Council rates	\$	\$	\$	\$
Emergency Services Levy	\$	\$	\$	\$
Insurances:				
- Property	\$	\$	\$	\$
- Public liability	\$	\$	\$	\$
Garbage disposal	\$	\$	\$	\$
Village security	\$	\$	\$	\$
Utilities				
Water rates/charges	\$	\$	\$	\$
Electricity	\$	\$	\$	\$
Gas	\$	\$	\$	\$



	Proposed 20...../20..... (last financial year)	Actuals 20...../20..... (last financial year)	Variance 20...../20..... (last financial year)	Estimates 20...../20..... (coming fin year)
Repairs & Maintenance				
Wages (incl on-costs)				
- Handy person	\$	\$	\$	\$
- Contractors/Casuals	\$	\$	\$	\$
Maintenance materials	\$	\$	\$	\$
Plumbing	\$	\$	\$	\$
Electrical	\$	\$	\$	\$
Guttering	\$	\$	\$	\$
Air conditioning	\$	\$	\$	\$
Village emergency system	\$	\$	\$	\$
Cleaning of common areas	\$	\$	\$	\$
Pest control	\$	\$	\$	\$
Ground care				
Wages (incl on-costs)				
- Gardener/s	\$	\$	\$	\$
- Contractors/Casuals	\$	\$	\$	\$
Soil	\$	\$	\$	\$
Gardening materials	\$	\$	\$	\$
Fertiliser	\$	\$	\$	\$
Pesticides	\$	\$	\$	\$
New flowers/shrubs	\$	\$	\$	\$
Management & Administration				
Salaries (incl on-costs)	\$	\$	\$	\$
Accounting fees	\$	\$	\$	\$
Audit fees	\$	\$	\$	\$
Name of auditor				
Bank fees & charges	\$	\$	\$	\$
Printing	\$	\$	\$	\$
Postage	\$	\$	\$	\$
Stationery				
Telephone	\$	\$	\$	\$
Petty cash	\$	\$	\$	\$
Vehicle	\$	\$	\$	\$
Resident Bus/Vehicle				
Registration	\$	\$	\$	\$
Insurances				
- Comprehensive	\$	\$	\$	\$
- Public liability	\$	\$	\$	\$
Fuel	\$	\$	\$	\$
Maintenance				
TOTAL				

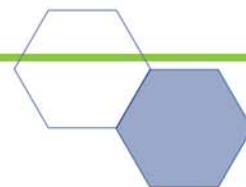


OTHER FUNDS (SPECIFY)

Income and expenditure for the financial year 20...../20..... and

Proposed budget for the financial year 20...../20.....

SINKING FUND (Longer term maintenance) <i>This fund is most commonly used for the upkeep of grounds and buildings. This may include road surfaces, painting, security and salt damp repairs. It might also be used for the repair of recreational facilities such as spas and swimming pools.</i>				
Balance brought forward (from actuals of last financial year)				\$
	Proposed 20...../20..... (last financial year)	Actuals 20...../20..... (last financial year)	Variance 20...../20..... (last financial year)	Estimates 20...../20..... (coming fin year)
Income				
Interest received	\$	\$	\$	\$
Funds transferred from/to maintenance fund	\$	\$	\$	\$
Sinking fund provisions	\$	\$	\$	\$
Less expenditure				
Bank & Govt charges				
Painting				
Electrical	\$	\$	\$	\$
Surplus/(deficit) for the year				
Balance	\$	\$	\$	\$

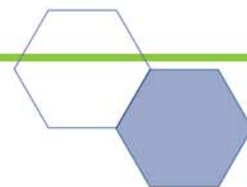


OTHER FUNDS (SPECIFY)

Income and expenditure for the financial year 20...../20..... and

Proposed budget for the financial year 20...../20.....

CAPITAL REPLACEMENT (Fixtures)				
<i>This fund is most commonly used to replace major items or to fund a planned maintenance program. For example, if carpet in the units needs replacing, the money could come from this fund. Structural work or the replacement of major appliances such as stoves, hot water services and air conditioners may also come out of this fund.</i>				
Balance brought forward (from actuals of last financial year)				\$
	Proposed 20...../20..... (last financial year)	Actuals 20...../20..... (last financial year)	Variance 20...../20..... (last financial year)	Estimates 20...../20..... (coming fin year)
Income				
Interest received	\$	\$	\$	\$
Funds transferred from/(to) maintenance fund	\$	\$	\$	\$
Capital replacement fund provisions	\$	\$	\$	\$
Deferred fees recouped	\$	\$	\$	\$
Deferred fees outstanding	\$	\$	\$	\$
Less expenditure				
Bank & Govt Charges	\$	\$	\$	\$
Hot water systems	\$	\$	\$	\$
Carpets	\$	\$	\$	\$
Curtains	\$	\$	\$	\$
Gutters	\$	\$	\$	\$
Surplus/(deficit) for the year				
Balance	\$	\$	\$	\$

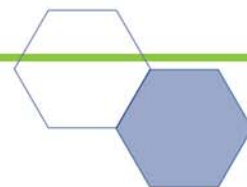


OTHER FUNDS (SPECIFY)

Income and expenditure for the financial year 20...../20..... and

Proposed budget for the financial year 20...../20.....

NAME OF FUND <i>Definition of purpose</i>				
Balance brought forward (from actuals of last financial year)				\$
	Proposed 20...../20..... (last financial year)	Actuals 20...../20..... (last financial year)	Variance 20...../20..... (last financial year)	Estimates 20...../20..... (coming fin year)
Income				
Interest received	\$	\$	\$	\$
Funds transferred from/(to) maintenance fund	\$	\$	\$	\$
Other fund provisions	\$	\$	\$	\$
Deferred fees recouped	\$	\$	\$	\$
Deferred fees outstanding	\$	\$	\$	\$
Less expenditure				
Bank & Govt Charges	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Surplus/(deficit) for the year				
Balance				



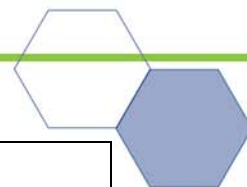
Premises condition report - example 1

.....
address of residence

Full description of residence (e.g. independent living unit, 2 bedrooms, lock-up garage, carport)

GENERAL CONDITION		
Has the residence been occupied previously?	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If YES, how old is the residence(months/years)		
.....		
UTILITIES		
Is the electricity connected?	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO, when will it be connected and at whose cost		
.....		
Is the gas connected?	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO, when will it be connected and at whose cost		
.....		
Is there a phone line installed?	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If YES, how many extensions installed how many phones supplied		
Are they all in working order?	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO, details of which phones are not in working order		
.....		
When will they be repaired and at whose cost		
.....		

DOORS – external Funded by resident, or if AA, specify fund	Front entrance	Rear entrance	Laundry Entrance	Sliding Doors	Other / specify
Is the door fitted with a dead lock					



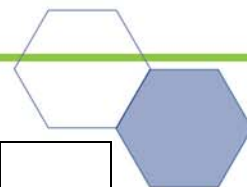
If YES , has the key been provided					
Does the dead lock work					
If NO , when will it be repaired and at whose cost					
Is a security door fitted <i>(yes/no)</i>					
If YES , has the key been provided					
Is the security door in good condition <i>(yes/no)</i>					
If NO , specify damage, when it will be repaired and at whose cost					

DOORS – internal Funded by resident, or if AA, specify fund	Lounge	Dining	Kitchen	Bed rooms	Bath / Toilet	Laund	Other / specify
Is the door damaged							
If YES , when will it be repaired and at whose cost							

WALLS/CEILINGS Funded by resident, or if AA, specify fund	Lounge	Dining	Kitchen	Bed rooms	Bath / Toilet	Laund	Other / specify
Will the walls be painted prior to occupation <i>(yes/no)</i>							
If NO , when will they be painted <i>(month & year)</i>							
Who will choose colour of paint <i>(resident / administering authority)</i>							
Who will pay for paint & painter							
If walls are tiled, are they in good condition							
If NO , specify damage, when they will be fixed and at whose cost							

LIGHT FIXTURES Funded by resident, or if AA, specify fund	Lounge	Dining	Kitchen	Bed rooms	Bath / Toilet	Laund	Other / specify
Are all light fixtures in working order <i>(yes/no)</i>							
Do light fixtures have shades <i>(yes/no)</i>							
If shades are damaged, specify damage, when they will be fixed and at whose cost							
If shades are not fitted, specify who chooses and pays for them							

WINDOWS Funded by resident, or if AA, specify fund	Lounge	Dining	Kitchen	Bed rooms	Bath / Toilet	Laund	Other / specify
Are the windows clean <i>(yes/no)</i>							
Are the windows fitted with a lock <i>(yes/no)</i>							



If YES , has a key been provided (yes/no)							
Are blinds/curtains provided (yes/no)							
Are the blinds/curtains clean (yes/no)							
If NO , when will they be cleaned and at whose cost							
Are blinds/curtains new (yes/no)							
If NO , when will they be replaced (month & year)							
Who will chose replacements (resident/administering authority)							
Who will pay for replacements							
Are flyscreens/security screens fitted to the window (yes/no)							
Are flyscreens clean and in good condition (yes/no)							
If NO , when will they be replaced (month & year) and who will pay							

CARPET Funded by resident, or if AA, specify fund	Lounge	Dining	Bed 1	Bed 2	Bed 3	Hall	Other
--	--------	--------	-------	-------	-------	------	-------

Will new carpet be laid prior to occupation (yes/no)							
---	--	--	--	--	--	--	--

Will the resident be given the opportunity to negotiate on the carpet chosen prior to finalising
payment for it(yes/no)

If **NO**, what happens if the resident is not satisfied with the carpet &/or installation
.....

If the carpet is not new	Lounge	Dining	Bed 1	Bed 2	Bed 3	Hall	Other
--------------------------	--------	--------	-------	-------	-------	------	-------

When was existing carpet laid (month & year)							
---	--	--	--	--	--	--	--

Is the carpet generally clean (yes/no)							
--	--	--	--	--	--	--	--

Describe any existing stains, burns or damage to the carpet							
--	--	--	--	--	--	--	--

When will the carpet be replaced (month & year)							
--	--	--	--	--	--	--	--

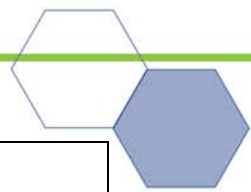
Who will choose replacement carpet (resident / administering authority)							
--	--	--	--	--	--	--	--

Who will pay for replacement carpet							
-------------------------------------	--	--	--	--	--	--	--

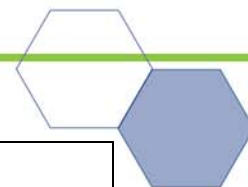
KITCHEN Funded by resident,
or if AA, specify fund

Is the kitchen generally clean (including inside of cupboards)	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
--	----------------------------	----------------------------	-----

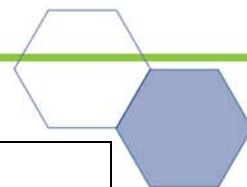
Has the kitchen been newly installed or renovated If NO , the kitchen was originally installed in.....(year)	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
--	----------------------------	----------------------------	-----



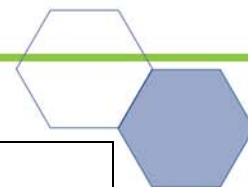
Are the following appliances in good condition and full working order			
Stove	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
If NO , specify damage, when it will be fixed and at whose cost			
Wall oven	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
If NO , specify damage, when it will be fixed and at whose cost			
Hot plates	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
If NO , specify damage, when it will be fixed and at whose cost			
Rangehood	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
If NO , specify damage, when it will be fixed and at whose cost			
Dishwasher	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
If NO , specify damage, when it will be fixed and at whose cost			
Microwave	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
If NO , specify damage, when it will be fixed and at whose cost			
Refrigerator	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a
If NO , specify damage, when it will be fixed and at whose cost			
Other (specify)	Y <input type="checkbox"/>	N <input type="checkbox"/>	n/a



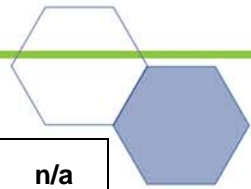
If NO , specify damage, when it will be fixed and at whose cost		
BATHROOM Funded by resident, or if AA, specify fund		
Is the bathroom generally clean	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
Has the bathroom been newly installed or renovated If NO , the bathroom was originally installed in.....(year)	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
Are the following fixtures in good condition and working order		
Bath	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Showerscreen	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Shower rose/handheld shower rose	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Shower seat	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Vanity basin	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Vanity cupboard	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a



If NO , specify damage, when it will be fixed and at whose cost		
Mirrors	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Handrails	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Wall tiles	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Floor tiles	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
Other <i>specify</i>)	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
GARAGE / CARPORT Funded by resident or if AA, specify fund		
Is the garage/carport generally clean and free of rubbish	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
Are there any grease/oil stains on the floor	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If YES , specify stains, note who will clean and at whose cost		
Is a fully operational roller door fitted	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a



If NO , specify damage, when it will be fixed and at whose cost		
Other (<i>specify</i>)	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , specify damage, when it will be fixed and at whose cost		
STOREROOM		
Is the storeroom empty, generally clean and free of rubbish	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
GARDEN / OUTSIDE AREA		
Funded by resident, or if AA, specify fund		
Is the front garden established, tidy and with lawns mown	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , who will undertake work, when and at whose cost		
Is the rear garden established, tidy and with lawns mown	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , who will undertake work, when and at whose cost		
Are the paths around the residence cracked or unlevel	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If YES , specify damage, when it will be fixed and at whose cost		
Is there a patio, verandah or pergola?	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If YES , is it in good condition?	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If NO , who will undertake work, when and at whose cost		
Is the letterbox fitted with a lock	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
If YES , has a key been provided	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a
Does the residence have a rain water tank	Y <input type="checkbox"/>	N <input type="checkbox"/> n/a



OTHER (specify) Y N n/a

If YES, specify damage, when it will be fixed and at whose cost

Other fixtures, fittings, furniture or household items

List all other fixtures, fittings, furniture or household items supplied with the residence not mentioned elsewhere in this report (e.g. watering systems, wheelie bins)

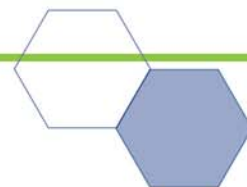
Item	Age	Condition	Funded by resident or if AA, specify fund

Any other matters

Signed by or on behalf of the administering authority
 / / 20.....
print name *signature*

NOTE: The resident, or the resident's nominee, should not sign this report if they do not agree with it.

Signed by or on behalf of the resident
 / / 20.....
print name *signature*



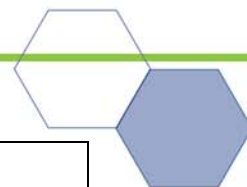
Premises condition report - example 2

.....
address of residence

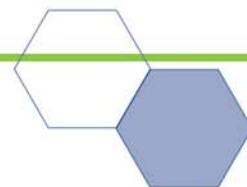
Full description of residence (e.g. independent living unit, 2 bedrooms, lock-up garage, carport)

Year residence originally constructed/...../.....

Description of premises condition	Funded by resident, or if AA, specify fund	Responsibility for repair / replacement	Date to be repaired / replaced
Example of entries KITCHEN Overall good condition, fully operational and freshly painted. Cupboards & pantry are clean inside and out. Main bench top has minor scratches due to normal wear & tear.	<i>Capital Replacement Fund (CRF)</i>	<i>Administering authority (AA)</i>	<i>During 2009</i>
External walls & painting Describe general condition and any damage			
Security / screen doors Describe general condition and any damage			
Window screens Describe general condition and any damage			
External doors & locks Describe general condition and any damage			
Description of premises condition	Funded by resident, or if AA, specify fund	Responsibility for repair / replacement	Date to be repaired / replaced
Internal walls & ceilings Describe general condition and any damage			



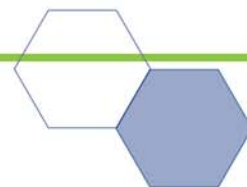
Internal doors Describe general condition and any damage			
Floor coverings Describe general condition (e.g. carpets, lino & tiles etc) and any damage			
Kitchen – describe general condition (e.g. tapware, sink unit, bench tops/drawers, pantry, appliances supplied, window dressings etc) and any damage			
Bathroom & toilet - describe general condition (e.g. tapware, shower screen, bath, hand basin, towel rails, vanity cupboard, mirror, heat lamp/light, cistern, window dressings etc) and any damage			
Laundry - describe general condition (e.g. trough, appliances supplied, cupboards, window dressings etc) and any damage			
Description of premises condition	Funded by resident, or if AA, specify fund	Responsibility for repair / replacement	Date to be repaired / replaced
Lounge room - describe general condition (e.g. fixtures, fittings, window dressings etc) and any damage			
Dining room - describe general condition (e.g. fixtures, fittings, window dressings etc) and any damage			
Study - describe general condition (e.g. fixtures, fittings, window dressings etc) and any damage			
Bedroom 1 - describe general condition (e.g. built in fixtures, fittings, window dressings etc) and any damage			
Bedroom 2 - describe general condition (e.g. built in fixtures, fittings, window dressings etc) and any damage			



Request for alterations / additions to residence by resident

Description of alterations / additions sought	Responsibility for ongoing repair/replacement	Requirements at termination of occupancy	Approved / Not Approved
<p><i>Example entry</i> Request to install automatic roller door</p>	<p>Resident</p>	<p><i>Roller door to be serviced and fully operational for incoming resident at your expense OR removed and carport restored to similar condition as at time of your entry and at your expense.</i></p>	<ul style="list-style-type: none"> ▪ Note approval ▪ Signature of AA or delegate ▪ Date

Example



Name of village or letterhead Residence rules

as at *(insert date)*

The following rules have been made in order to maintain a peaceful, comfortable and enjoyable village environment for all residents, staff, visitors and guests.

1. Definitions

In the following rules

- (a) **we, our** and **us** mean the administering authority of the village, and includes employees, agents or representatives of the administering authority;
- (b) **you** and **your** apply to any resident of the village; and
- (c) **common areas** means any part of the village other than the residences (eg communal hall, gardens).

2. Visitors and guests

We encourage residents to keep links with relatives, friends and other people from outside the village. Visitors or short-stay guests are welcome any time and there is no need for you to get our consent or let us know they are coming. A visitor or short-stay guest is somebody who visits during the day or stays overnight for up to 10 (calendar) days.

You are asked to obtain consent from us if you wish to have a guest live with you on a temporary basis.

A guest is somebody, other than a new spouse or de facto (see your residence contract), who intends to stay for more than 10 calendar days. We will not unreasonably refuse such a request.

You must take all reasonable steps to see that your visitors or guests (including tradespeople) comply with the residence rules.

Please note: Any visitor or guest who seriously or repeatedly breaks the rules may be asked to leave the village immediately.

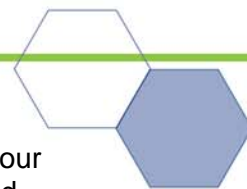
3. Noise

As with any other residential complex, a level of noise within the village is to be expected. However, you are asked to minimise any noise that is likely to unreasonably interfere with the quiet enjoyment of others in the village. This rule applies whether you are inside your residence or in common areas.

When listening to music, the radio, playing computer games or watching television, you should not have the volume turned high enough to be heard from outside your residence. Residents with hearing difficulties are encouraged to use headphones or other aids.

4. Parking

As parking spaces are limited within the village, you may park a vehicle only in your own garage, driveway, carport or other parking area allocated specifically to you or to all residents. You must not park or stand a vehicle on any other part of the village.



This rule does not prevent you from stopping to allow passengers to get out of or enter your vehicle. However, under no circumstances may a vehicle be parked or driven on grassed areas. In this rule “vehicle” means a car, caravan, trailer, boat or other motorised vehicle.

In the interests of safety, drivers within the village must obey speed limits and other traffic signs at all times.

“Visitor parking” spots are available for use only by visitors, tradespeople, visiting doctors, emergency vehicles or other people just visiting the village. They are not to be used by residents, guests staying overnight or longer, tenants or staff (delete if there is no “visitor parking”).

5. Pets

Note: No single model applies to pets. Select option A, B or C.

Option A – no dogs or cats allowed

You may keep fish or a small caged bird (e.g. a canary, budgerigar) in your residence at any time, without the need to let us know or get our consent. For the safety of other residents, no other animals (including cats or dogs or larger birds such as galahs) are to be kept in your residence or brought into the village.

Option B – cats permitted but no dogs

We recognise the important role pets play in the lives of many older people. You may keep fish or a small caged bird (e.g. a canary or budgerigar) in your residence at any time, without the need to let us know or get our consent.

Cats

- If you want to keep a cat as a pet you must obtain our prior consent. We will consider each case on its merits, and will not unreasonably refuse such a request. If we permit you to keep a cat, it must be de-sexed, kept inside your residence after dark and wear a bell on a collar at all times. Cats are not allowed in any other building or any enclosed common area in the village.
- If we permit you to keep a cat, you must ensure that you comply with the *Dog and Cat Management Act, 1995*. We may revoke our permission only if your cat creates an unreasonable noise or nuisance, attacks or threatens people or other animals within the village, causes damage to village property, or if the rules set out above are broken.
- You must appropriately wrap and dispose of any cat litter or pet waste in your own bin and not put in communal bins.

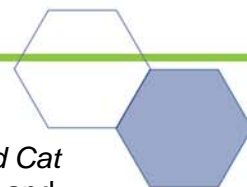
Dogs

- For the safety of other residents, dogs must not be kept as pets or brought into the village.

Option C – cats and dogs permitted

We recognise the important role pets play in the lives of many older people. You may keep fish or a small caged bird (e.g. a canary or budgerigar) in your residence at any time, without the need to let us know or get our consent.

If you want to keep a cat or a dog as a pet, you must obtain our prior consent. We will consider each case on its merits and we will not unreasonably refuse such a request. Known dangerous breeds of dogs will not be allowed.



If we permit you to keep a cat or dog, you must ensure that you comply with the *Dog and Cat Management Act, 1995*. Additionally, cats must be kept inside your residence after dark and wear a bell on a collar at all times. Dogs must be kept on a leash or under effective control when in common areas.

Regardless of these requirements, cats and dogs are not allowed in any other building or any enclosed common area in the village.

If we permit you to keep a pet, we may withdraw our permission only if your pet creates an unreasonable noise or nuisance, attacks or threatens people or other animals within the village, causes damage to village property, or if the rules set out above are broken.

You must appropriately wrap and dispose of any pet waste in your own bin and not put in communal bins.

Pet waste in communal areas must be disposed of immediately.

Where the village does not allow dogs or cats

Our village has a “no dogs or cats allowed” policy. However, we recognise the important role pets play in the lives of many older people and if we allow you to bring your dog or cat into the village, we do so on the understanding that

- it is kept in accordance with (e.g. Option C,) and
- on its death, in accordance with (e.g. Option A).

6. Gardening and landscaping

The state of the grounds is important to the overall appearance of the village for residents and visitors. It is our responsibility to maintain all the lawns and gardens on common areas in a presentable condition.

However, if you want to assist, such as by watering or weeding the common area near your residence, you are welcome to do so. You must not prune or remove plants, take cuttings or pick flowers from the common area gardens without our consent.

You must not use any part of common areas as your own garden without our consent. If we give consent, it is your responsibility to keep the area in a presentable condition, until you tell us you are no longer able or willing to garden.

If your residence has its own garden, it is your responsibility to keep it in a presentable condition. Care should be taken when buying new plants for your garden. You must avoid plants that grow rapidly or commonly cause allergic reactions. Trees, shrubs or vines with the potential to grow in excess of 2 metres (approximately 6ft 6in) in height must not be planted without our consent.

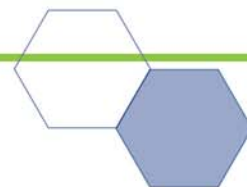
7. Garbage disposal

For health and safety reasons, you must ensure that your garbage is securely wrapped before placing it in a bin.

You must not litter or leave rubbish on village property, other than in the bins provided.

Under no circumstance is the burning of garden waste permitted within the village.

Any pet waste must be appropriately wrapped and deposited in your own bin and not put in communal bins.



8. Common area restrictions

The common areas are provided for the use and enjoyment of all residents. Signs posted on common areas, about such matters as hours of use, form part of these rules and must be obeyed.

You must not place objects which obstruct or permit obstruction of walkways, entrances, stairways, corridors, fire escapes, lights, windows or other parts of the common areas. (For example, pot plants, hoses, brooms, rakes etc.)

When in common areas you and your visitors and guests must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another person.

Smoking is not permitted in any building other than your residence or designated areas.

It is our job to maintain and clean the common areas. You may assist by sweeping or vacuuming the pathway or corridor immediately outside your residence.

9. External appearance of residences

We respect your right to privacy and autonomy over your possessions and domestic affairs. However, you must only hang washing, towels, bedding, clothing or other articles in the rear/side areas of your residence (or areas designated for this purpose).

In the interests of safety, you must not place objects which may fall, such as pot plants, on any ledge, sill or elevated surface.

10. Internal appearance of residences

We expect that your residence will be kept clean and tidy to our reasonable satisfaction.

11. Village security

It is our job to ensure that the village is generally secure. In particular, we will maintain locks or other security devices provided to ensure your residence is reasonably secure. You must not arrange to have locks on doors or windows changed without our prior knowledge and approval.

You must not interfere with the self-closing mechanisms of exterior doors that are designed to maintain security.

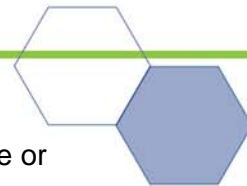
To help prevent theft, you must ensure that all windows, doors and other openings are closed and securely fastened when your residence is not occupied.

12. Emergencies

You must familiarise yourself and any visitors with the village's emergency/evacuation procedures. If the emergency alarm sounds or you are advised to evacuate your residence, you must follow the village procedures.

In the event of an emergency, it is important for us to know who should be in the village. Consequently, you should advise us if you intend to be absent from your residence for an extended period of time. An extended period of time is

You are also required to advise us of a contact person.



In the event of sudden illness or medical emergency, we may engage medical assistance or arrange for an ambulance to transfer you to a hospital at your expense. In either circumstance, we will advise your nominated contact person.

13. Important notes about these rules

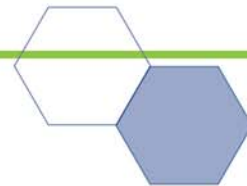
It is our job to enforce the rules fairly and equitably.

If you believe that a rule is harsh or unconscionable (Retirement Villages Act 1987, section 27, “Harsh or unconscionable residence rules”), you should, in the first instance, discuss your concerns with us and/or attempt to resolve any matter according to the village’s dispute resolution process.

If you do not comply with these rules, we may apply to the Residential Tenancies Tribunal for an order that you comply or, in serious or persistent cases, an order to terminate your right of occupation.

From time to time, we may amend these rules in consultation with the Resident’s Committee. When this occurs, an amended set of rules will be issued to you.

Example



Name of village or letterhead

Remarketing policy

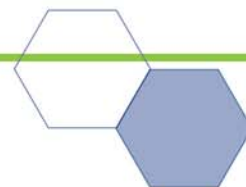
Statement about the village's approach to advertising

(Example) In order to maintain a high public profile and generate interest in our village, we place a standard advertisement in the Boomer supplement of the Advertiser on a bi-monthly basis. This advertisement describes the village, its facilities and the lifestyle opportunities available. We do not identify any one residence. This assists in keeping advertising costs to a minimum and equitable, particularly if there is more than one residence vacant at any given time. A percentage (x%) of the re-licensing price is retained for remarketing costs which includes advertising. Any other form of advertising must be approved by us and will be at your own expense.

When you want to leave your residence, you must provide us with a written notice to vacate (Attachment A). A form is available from our office for your convenience. This contains all the information that we need to commence the remarketing process for your residence.

On receipt of a notice to vacate, we endeavour to undertake the following:

1. Within two business days of receiving a notice to vacate, we will make an appointment with you or your agent to view the residence and complete the premises condition report.
2. Within five business days from viewing the residence we will provide written advice (Attachment B) to you or your agent re:
 - any work required to ensure the residence is in a reasonable condition to remarket
 - when this work will be undertaken, by whom and at whose expense
 - the current valuation of the residence
 - if there are any expressions of interest in your style of residence from prospective residents on our waiting list
 - confirmation of when the residence is accessible for us to show prospective residents and
 - confirmation of any additional advertising you have requested.
3. At the end of each month we will provide you or your agent with a report that includes the following information (Attachment C)
 - how many people viewed your residence
 - any relevant comments
 - any offers made.
4. At the time a residence is re-licensed, we will provide you with a settlement statement (Attachment D) and the refund of your premium. If the residence is re-licensed due to the death of the occupant, we will only release the refund once we have received a written request and direction as to payment, and sufficient written proof of authorisation to receive monies. Producing a will, or a copy of a will, alone will not constitute sufficient proof. A certified copy of a grant of probate or letters of administration, together with the Registrar of Probates' certificate, certifying disclosure has been made of the asset (i.e. the refundable premium) to the Registrar of Probates, will generally constitute sufficient proof. Other written authorisation may be accepted or required, depending on the circumstances.



Notice to vacate

To the administering authority

I / We
name of resident(s)

formally advise you of my / our intent to vacate

.....
.....
residence being vacated and name of retirement village

as at / / 20....., the official date of vacancy for all further purposes.

If moving to a higher level of care *(delete whatever is not applicable)*

I / We will be seeking an early refund of my / our premium to secure entry into

.....
name of residential aged care facility

A copy of the ACAT assessment is attached for your information.

OR

I / We will not be seeking an early refund.

..... / / 20.....
signed by resident or their agent

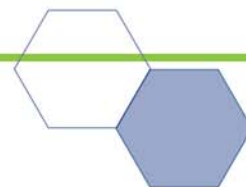
If the resident's agent is the contact

I
name

..... of resident
relationship with resident eg daughter, estate executor, holder of enduring power of attorney etc

can be contacted at
.....
address

on (phone) and/or
business hours after hours



Name of village or letterhead
Advice to resident or their agent re vacating village

To
name of resident or their agent

re
address of residence

Date of notice to vacate / / 20.....

Further to our meeting on / / 20....., I advise and confirm the following:

- the current estimated value of the residence is \$.....
- settlement will be based on the premium, as per clause of your residence contract, minus deductions, including% which will be retained by us
- as per the premises condition report (..... / / 20.....) the following work is required at your expense to ensure your residence is in a reasonable condition to re-market

- as per the premises condition report (..... / / 20.....) the following work is required at our expense to ensure the residence is in a reasonable condition to re-market

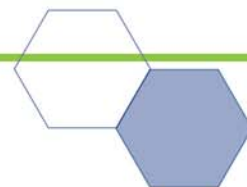
- this work will be undertaken by / / 20.....
- access to your residence to undertake work or show prospective residents is unlimited / limited to (*delete whichever is not applicable*)

- I confirm that you have/have not requested additional advertising.
(if additional advertising has been requested, describe)

- the village has contacted people from our waiting list who have indicated a prior interest in this style of residence.
- your firstly monthly report will be provided on / / 20.....

Should you have any further queries or want to discuss the re-marketing process, contact me on*phone*

..... / / 20.....
name of administering authority



Name of village or letterhead
Monthly remarketing report to resident or their agent

To
name of resident or their agent

re
address of residence

Date of notice to vacate..... /..... / 20.....

(complete if early refund is sought) You applied for an early refund and as a consequence we paid \$..... to the residential aged care facility on /..... / 20..... to secure your entry. The next payment of \$..... is due on ... /.... / 20....

The price at which the residence is being remarketed is \$.....

In the past month the village has continued to advertise as per our village remarketing policy.

Over the past month, we have shown interested parties your residence.
number

The feedback we have received is

.....

Example comments:

- *one couple wanted a bigger main bedroom*
- *liked it but have just started looking, will keep it in mind*
- *not what they are looking for*

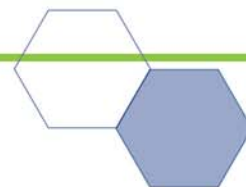
No offers have been made **OR** offers have been made.
number

Unless your residence is re-licensed, the next remarketing report is due on /..... /20.....

We will continue to actively remarket your residence as per our policy. If you have any queries or would like to discuss any changes to the remarketing process or residence price, please contact me on *phone*

(If residence has not been re-licensed within 90 days) Your residence has now been on the market for days. We will continue to remarket as per our policy. It is not our intention to reduce the price at this stage. However, if you want to discuss the remarketing process or want to increase advertising effort at your own expense, please contact me to discuss alternative arrangements on*phone*

..... / / 20.....
name of administering authority



Name of village or letterhead
Settlement statement to resident or their agent

To
name of resident or their agent

re
address of residence

Date of notice to vacate..... /..... / 20.....

Date residence was re-licensed /..... /20.....

Payment date after settlement will be on or before /..... /20.....

DETAILS OF SETTLEMENT

Premium received (as described in your residence contract) \$

Deductions

Outstanding recurrent fees (eg 14wks @ \$73/fortnight) \$

Refurbishment as per "advice to resident" dated/...../20..... \$

Retention as per clause of your residence contract
(eg 20% of premium received) \$

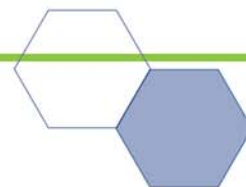
Retention for capital replacement as per clause of your
residence contract (eg 1% of premium received x 6 yrs occupancy) \$

Re-marketing costs (eg 1% of re-licensing premium) \$

Total deductions from premium \$

Refund amount payable (premium received less total deductions) \$

..... / / 20.....
name of administering authority



Office for the Ageing
Retirement villages team
4th Floor, Riverside Centre
North Terrace (west of the railway station)
Adelaide SA 5000

Telephone 8207 0413 or 8207 0354
Facsimile 8207 0555