

# Schedule 1

## FORMS

### Form 1

#### *Retirement Villages Act 1992*

[r. 13(2)]

#### **Information statement for prospective resident**

Under section 13(2) of the *Retirement Villages Act 1992* the owner of residential premises in a retirement village is required to provide the following information to a person at least 5 working days before that person enters into a residence contract.

#### **THE OWNER MUST ANSWER EACH OF THE FOLLOWING QUESTIONS IN WRITING BELOW EACH QUESTION:**

##### **Costs and charges**

1. What costs will be payable to enter the retirement village?
2. What recurrent charges or fees will be payable and what method is used to determine those fees? What are the components of the maintenance fee?
3. By what percentage did the maintenance fee increase during the previous financial year?
4. What are the arrangements and fees for any necessary insurance cover?
5. What provision is there for a sinking fund for major maintenance and replacement?
6. Can the prospective resident be liable for any additional or extraordinary charges? If so, under what circumstances?

##### **Resident input**

7. What arrangements exist for a resident to have input into the administration of the village, including the making of residence rules and the setting of fees and charges?

##### **Resident funded capital improvements**

8. What are the rights of the prospective resident to compensation for capital improvements made to the accommodation unit at the resident's expense?

##### **Services**

9. What services will be provided for the fees payable?
10. What additional or optional services are provided and at what cost?

##### **Existing service contract**

11. Is there a service contract already in existence which will bind the resident? How can the service contract be varied or cancelled?

##### **Use of accommodation unit**

12. What restrictions will there be on the resident in the use of his/her accommodation unit and the village facilities in regard to:
  - having someone else live with him/her?

- having visitors, including short stay guests?
- car parking?
- pets?

### **Transport**

13. What type of public, private or village transport is available to residents?

### **Village management**

14. What are the qualifications and experience of the retirement village's senior management?

### **Medical certificate requirements**

15. Does the prospective resident have to supply a medical certificate or report to certify his/her ability to live independently?
16. Will the prospective resident have to provide documentation of his/her medical condition and medications? If so, who will have access to it?

### **Emergency call procedures**

17. Is there an emergency call system? If so, when is it monitored? Who is responsible for responding to the calls?
18. In the event of an emergency who will be called and how will they gain access to the unit?
19. If hospitalization is required where will a person normally be taken?

### **Hospitalization**

20. If hospitalization or nursing care is required, how long will the prospective resident's accommodation unit be kept in the name of the resident?
21. In the event that hospitalization or nursing care is required, what ongoing costs would the prospective resident incur with his/her existing unit?

### **Moving**

22. What costs are associated with moving to and living in alternative accommodation within the village?
23. In what circumstances would the prospective resident be required to move to alternative accommodation within the village or be transferred or relocated?

### **Villages under construction**

24. If the accommodation unit is still under construction, can the prospective resident have input into the design, construction or furnishings of his/her unit?

### **Refund of deposit**

25. What entitlement does a resident have to a refund of deposit monies if a village (planned or under construction) is not completed?

### **Sale of village**

26. What protection will the prospective resident have against a loss of rights (including accommodation rights) if the village is sold to another organization?

**Restrictions on sale of unit**

27. Are there any restrictions on the sale of an accommodation unit (e.g. sole agency)? What happens if there is a dispute over the sale price?

**Termination of contract**

28. Under what conditions can the residence contract be terminated and at what cost? (The conditions must include the procedures to be followed under the *Retirement Villages Act 1992*.)
29. What fees will be payable by a resident on termination of the residence contract? (This must include who is responsible for regular maintenance and other charges during a period of vacancy.)

**Refund entitlement**

30. What is the refund entitlement if the residence contract is terminated? (Include any fees or commissions charged by the administering body on termination of the contract and detail the method used to make the determination.)
31. To enable me to compare the financial packages offered by different retirement villages, what would be the final return due after, say, 1, 2, 5 and 10 years?

Signature of owner:

Date:

**FORM 2**

*RETIREMENT VILLAGES ACT 1992*

NOTICE OF RIGHTS UNDER SECTIONS 13 AND 14 OF THE  
*RETIREMENT VILLAGES ACT 1992*

[section 13 (2)]

The rights you have under sections 13 and 14 of the *Retirement Villages Act 1992* are set out below.

The owner should give you this form at least 5 working days before you enter into a residence contract.

**UNDER SECTION 13 —**

1. a residence contract shall be in writing;
2. at least 5 working days before a person enters into a residence contract the owner shall cause to be given to that person —
  - (a) the information statement set out in Form 1 in Schedule 1 to the *Retirement Villages Regulations 1992* completed and signed by the owner;
  - (b) this notice;
  - (c) a copy of the residence rules; and
  - (d) a copy of any applicable code;
3. a residence contract is taken to include a warranty as to the correctness of the information contained in the information statement.

That warranty —

- (a) is subject to any written alteration made to the information statement made by the owner with the consent of the prospective resident on or before the signing of the residence contract by the owner;
- (b) prevails over any inconsistent contractual term.

**UNDER SECTION 14 —**

If a person has not entered into occupation of residential premises under a residence contract that person may rescind the residence contract —

- (a) at any time within 5 working days after the date of the contract; or
- (b) if the documents required to be provided under section 13 (2) are not provided — at any time before the expiration of 10 working days after the documents are provided.

A rescission of a residence contract must be carried out in accordance with section 75 of the *Retirement Villages Act 1992*.

**FORM 3**

*RETIREMENT VILLAGES ACT 1992*

[Regulation 7 (3) (a)]

**NOTICE TO FORMER RESIDENT AS TO DISPOSAL OF GOODS**

To .....  
(name of former resident)

of .....  
(forwarding address of former resident)

1. The residence contract in respect of the premises at.....  
was terminated on .....  
(insert date)

2. The following goods were left on the premises —  
.....  
(specify goods\*)

.....  
which were put into storage under regulation 7 (2) on .....  
(insert date)

3. Under regulation 7 (5), a person who has a lawful right to the goods may  
reclaim them upon paying to the administering body the reasonable costs  
incurred for removal and storage.

4. If the goods have not been reclaimed within 60 days after the date shown  
in paragraph 2 above —

(a) the administering body is required by the regulations to have them  
sold by public auction; and

(b) the administering body is entitled to receive from the proceeds of  
sale its costs.

.....  
(date)

.....  
(signature of administering body)

.....  
(name of administering body)

.....  
(address of administering body)

\*NOTE: Under regulation 7 (1), an administering body need not store, but may  
remove and destroy —

(a) perishable foodstuffs; and

(b) goods whose value is less than the estimated cost of removal,  
storage and sale.

**FORM 4**

*RETIREMENT VILLAGES ACT 1992*

[Regulation 7 (3) (b)]

**NOTICE AS TO DISPOSAL OF GOODS**

1. A residence contract in respect of the premises at.....  
between .....  
as owner of the premises and .....  
as resident was terminated on .....
2. The following goods were left on the premises —  
.....  
which have been put into storage under regulation 7 (2) on .....
3. Under regulation 7 (5), a person who has a lawful right to the goods may  
reclaim them upon paying to the administering body the reasonable costs  
incurred for removal and storage.
4. If the goods have not been reclaimed within 60 days after the date shown  
in paragraph 2 above the administering body —
  - (a) is required by the regulations to have them sold by public auction;  
and
  - (b) is entitled to receive from the proceeds of sale its costs.

.....  
(date)

.....  
(signature of administering body)

.....  
(name of administering body)

.....  
(address of administering body)

*[Schedule 1 amended in Gazette 8 January 1993 pp.26-7;  
30 September 1998 pp.5506-9.]*

**Schedule 2**

[Regulation 10]

**FEES**

1.	Application to Tribunal —	\$
	(a) financially disadvantaged person	20
	(b) other persons	30