



Western Australia

Retirement Villages Act 1992

Retirement Villages Regulations 1992

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Retirement Villages Regulations 1992

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Western Australia

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Part 1 — Preliminary matters

[Heading inserted in Gazette 24 Mar 2015 p. 993.]

1. Citation

These regulations may be cited as the *Retirement Villages Regulations 1992*¹.

2. Commencement

These regulations shall come into operation on the day on which the *Retirement Villages Act 1992* comes into operation¹.

3A. Payments excluded from premium

(1) In this regulation —

payment means a payment that is paid to the administering body of a retirement village in consideration for, or in contemplation of, admission of the person by or on whose behalf the payment was made as a resident in the retirement village.

(2) A payment is excluded from the ambit of the definition of **premium** in section 3(1) of the Act if —

- (a) the payment relates to admission of a person as a resident of a retirement village for a period of 12 months or less; and
- (b) the total amount of the payment and each other payment (if any) that is paid in respect of that admission is an amount of \$1 500 or less.

[Regulation 3A inserted in Gazette 24 Mar 2015 p. 994.]

3. Memorial prescribed information

The memorial approved by the Registrar of Titles under section 15(3) of the Act must contain the following information —

- (a) a description of the relevant land;

- (b) the name of the registered proprietor of the land;
- (c) the date on which the memorial is lodged.

[Regulation 3 inserted in Gazette 24 Mar 2015 p. 994.]

Part 2 — Residence contracts

[Heading inserted in Gazette 24 Mar 2015 p. 995.]

Division 1 — Preliminary

[Heading inserted in Gazette 24 Mar 2015 p. 995.]

4A. Terms used

In this Part —

arrange, in relation to carrying out work, includes supervision of the carrying out of the work;

Code means the *Code of Fair Practice for Retirement Villages 2015* set out in the *Fair Trading (Retirement Villages Code) Regulations 2015* Schedule 1;

communal amenity means any amenity provided or made available by the administering body of a retirement village for the use of all residents of the village;

communal service means any service provided or made available by the administering body of a retirement village to all the residents of the village that —

- (a) is not provided or made available under a separate service contract; and
- (b) is not an administrative or management service; and
- (c) is not a service for the maintenance or repair of a residential premises or personal amenity; and
- (d) is not a communal amenity; and
- (e) is not a personal service;

exit fee means a fee or charge, other than a recurrent charge, payable by or on behalf of a resident to the administering body of a retirement village on —

- (a) the resident permanently vacating residential premises in the retirement village; or

- (b) the settlement of the sale of the resident's right to reside in the residential premises;

Note, followed by a number, means the note of that number in the Notes section of the residence contract set out in Schedule 2 clause 2;

personal amenity means any amenity provided or made available for the use of a resident by the administering body of a retirement village, other than —

- (a) the residential premises; and
- (b) an amenity that forms part of, or is provided or made available with, the residential premises; and
- (c) communal amenities in the retirement village;

personal service means any service provided or made available by the administering body of a retirement village to a resident of the village that —

- (a) is not provided or made available under a separate service contract; and
- (b) is not a personal or communal amenity;

related body corporate has the meaning given in the *Corporations Act 2001* (Commonwealth) section 9;

reserve fund has the meaning given in the Code;

short-term residence contract means a residence contract that —

- (a) has a term of 12 months or less; and
- (b) does not require a payment of a total amount of more than \$1 500 to the administering body of a retirement village in consideration for, or in contemplation of, admission of a person as a resident of the retirement village;

specified means specified in a residence contract.

[Regulation 4A inserted in Gazette 24 Mar 2015 p. 995-6; amended in Gazette 23 Mar 2016 p. 861-2.]

4B. Form of residence contract

A residence contract must —

- (a) be written in plain English; and
- (b) be printed in not less than 12 point type; and
- (c) be set out clearly and logically and include —
 - (i) appropriate headings and subheadings; and
 - (ii) numbered provisions; and
 - (iii) a table of contents;and
- (d) if words and phrases used in the contract are used in the Act, these regulations or the Code, use those words and phrases consistently with the meanings in the Act, regulations or Code, as relevant.

[Regulation 4B inserted in Gazette 24 Mar 2015 p. 996-7.]

Division 2 — Section 13 requirements

[Heading inserted in Gazette 24 Mar 2015 p. 997.]

4. Section 13 statement

- (1) At least 10 working days before a person enters into a residence contract, the owner must cause to be given to that person —
 - (a) if the residence contract is not a short-term residence contract, a statement in the form of Form 1 in Schedule 1; or
 - (b) if the residence contract is a short-term residence contract, a statement in the form of Form 1A in Schedule 1.
- (2) The owner, or person authorised to act on behalf of the owner, must complete and sign the information required to be provided under Form 1 or Form 1A.

[Regulation 4 inserted in Gazette 23 Mar 2016 p. 862.]

5. Section 13 notice

- (1) At least 10 working days before a person enters into a residence contract, the owner must cause to be given to that person a notice in the form of Form 2 in Schedule 1 of the persons' rights under sections 13 and 14 of the Act.
- (2) The notice given under subregulation (1) must be printed in a size not less than 12 point type face.

[Regulation 5 amended in Gazette 21 Mar 2014 p. 722; 24 Mar 2015 p. 1030.]

6. Section 13 information

- (1) For the purposes of section 13(2)(e) of the Act the following documents are prescribed —
 - (a) a copy of the residence contract and each other contract that the resident will be required to enter into in order to reside in the retirement village, including details of the payments to be made by the resident under each contract;
 - (b) if the residence contract relates to a retirement village that is already operating —
 - (i) if the financial statements of the village for the previous financial year have been audited — a copy of the audited financial statements and the audit report; and
 - (ii) if the financial statements of the village for the previous financial year have not been audited — a copy of the unaudited financial statements; and
 - (iii) a copy of the operating budget for the village for the current financial year; and
 - (iv) if the village has a reserve fund — a copy of the reserve fund budget for the current financial year;

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- (c) if the residence contract relates to a retirement village that is not yet operating —
 - (i) a copy of the proposed operating budget for the first year of operation of the village; and
 - (ii) if the village is to have a reserve fund that will receive income from recurrent charges in the first year of operation of the village — a copy of the proposed reserve fund budget for the first year of operation of the village;
 - (d) if the residence contract relates to premises that are comprised in a strata plan or survey-strata plan registered under the *Strata Titles Act 1985* —
 - (i) a copy of the by-laws of the relevant strata company; and
 - (ii) an authority to apply to the strata company under the *Strata Titles Act 1985* section 43.
- (2) A document referred to in subregulation (1)(b)(iv) is not a prescribed document in respect of a residence contract to be entered into by a person if —
- (a) the contract relates to residential premises in a retirement village that is operating before 1 April 2015; and
 - (b) the person enters into the residence contract before 1 July 2016.

[Regulation 6 inserted in Gazette 24 Mar 2015 p. 997-9.]

Division 3 — Matters to be included in residence contract

[Heading inserted in Gazette 24 Mar 2015 p. 999.]

7A. General matters to be included in residence contract

- (1) A residence contract must include the general provisions or matters listed in the Table.

Table

Item	General provision or matter
1.	A boxed statement in 16 point type about the terms of access to aged care services under the <i>Aged Care Act 1997 (Commonwealth)</i> as set out in Schedule 2 clause 1.
2.	A separate definitions provision containing the definitions of words and phrases used in the contract, including words and phrases that are defined in the Act, these regulations and the Code.
3.	A separate Notes section as set out in Schedule 2 clause 2.
4.	In a prominent place in the contract, a boxed statement in 16 point type about seeking independent advice as set out in Schedule 2 clause 3.
5.	<p>A statement that refers the resident to the Act, these regulations and the Code and the rights of the resident under that legislation including a reference to —</p> <p>(a) the right set out in the Code to be consulted on, and have access to information about, the administrative and financial arrangements of the retirement village; and</p> <p>(b) the rights set out in the Code in relation to processes available to the resident for the resolution of disputes in relation to the retirement village; and</p>

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Item	General provision or matter
	(c) a reference to Note 1.
6.	A provision detailing the registration number of the memorial in respect of the retirement village lodged with the Registrar of Titles under section 15(3) of the Act.
7.	A provision setting out the legal basis of occupancy of the residential premises. Examples: (a) as a non-owner resident under a residential tenancy agreement or another lease or licence arrangement; (b) as the owner of the premises in a strata scheme or survey-strata scheme; (c) as a tenant in common in a purple title scheme that applies to the village.
8.	A provision setting out the type of residential premises the resident will be occupying in the village. Examples: (a) a self-care or independent living unit; (b) a serviced unit.
9.	Plans that show the location, floor plan and significant dimensions of the residential premises and any amenity that forms part of, or is provided or made available with, the residential premises.

Item	General provision or matter
10.	<p>A provision setting out the period of residency in the retirement village provided for under the contract.</p> <p>Examples:</p> <p>(a) a lease for life tenancy;</p> <p>(b) a fixed term tenancy for a specified period.</p>
11.	<p>If the contract provides for a period of residency of a fixed term, a provision stating that the resident's financial rights and obligations under the contract will not be affected if the residence contract is renewed or extended.</p>
12.	<p>A description of the internal and external fixtures, chattels and amenities that are, or are to be, provided or made available in the residential premises to be occupied by the resident.</p>
13.	<p>If a fixture or chattel is to be provided or made available after the resident has entered into occupation of the residential premises —</p> <p>(a) a statement of the latest date by which the fixture or chattel is to be provided or made available; or</p> <p>(b) if the provision or availability of a fixture or chattel is dependent on the happening of an event, a description of the event.</p>

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Item	General provision or matter
14.	If the residence contract relates to residential premises in an existing retirement village, a warranty that the residential premises will be in a reasonable condition when the resident takes possession.
15.	A provision setting out the circumstances in which a resident may terminate a residence contract after the cooling-off period and the arrangements that relate to such a termination including — (a) liability for any recurrent charges after the termination; and (b) the period for which that liability will continue; and (c) any other costs or charges relating to the premises for which the resident may be liable; and (d) a reference to Note 2.
16.	A schedule in a form approved by the Commissioner setting out a summary of the provisions of the Act relating to termination of a residence contract and the resident's right of occupation under a residence contract.
17.	A provision that the administering body may only terminate a residence contract in accordance with the Act.

- (2) However, the matter listed in item 11 of the Table to subregulation (1) does not apply to a residence contract if the residence contract is a short-term residence contract.

[Regulation 7A inserted in Gazette 24 Mar 2015 p. 999-1003; amended in Gazette 23 Mar 2016 p. 862-3.]

7B. Matters relating to personal amenities to be included in residence contract

A residence contract must include the provisions or matters listed in the Table relating to personal amenities that are to be provided or made available under the contract.

Table

Item	Provision or matter relating to personal amenity
1.	<p>A list of —</p> <p>(a) the personal amenities that will be provided or made available for the exclusive use of the resident; and</p> <p>(b) the amenities the administering body provides or makes available in the retirement village that may be made available as a personal amenity for the exclusive use of the resident and the conditions on which those amenities would be made available to the resident.</p> <p>Examples:</p> <p>(a) garage or carport;</p> <p>(b) storage areas;</p> <p>(c) gardening areas.</p>

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Item	Provision or matter relating to personal amenity
2.	A provision setting out the charges that will apply to the resident's access to, or use of, any personal amenity including — (a) the basis for the determination of current and future additional charges for providing the personal amenity or making the personal amenity available; and (b) any additional charges that may be payable by the resident for a variation in the provision or the availability of the personal amenity.
3.	A provision setting out the period of notice that the resident must give to the administering body to vary the provision or the availability of the personal amenity.
4.	A provision that the administering body will not, without the consent of the resident, vary the provision or availability of a personal amenity to the resident except in circumstances specified in the contract.

Item	Provision or matter relating to personal amenity
5.	<p>A provision setting out —</p> <p>(a) the circumstances in which the provision or availability of a specified personal amenity may be withdrawn by the administering body, which must be reasonable having regard to the nature of the amenity and the circumstances in which the amenity is provided or made available; and</p> <p>(b) the period of notice to be provided to the resident of the intention to withdraw the amenity, which must not be less than 30 days.</p>
6.	Plans that show the location, size and features of each personal amenity to be provided or made available under the contract.
7.	<p>If an amenity referred to in item 1 is to be provided or made available as a personal amenity after the resident has entered into occupation of the residential premises —</p> <p>(a) a statement of the latest date by which the amenity is to be provided or made available; or</p> <p>(b) if the provision or availability of an amenity is dependent on the happening of an event, a description of the event.</p>
8.	A reference to Note 1.

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[Regulation 7B inserted in Gazette 24 Mar 2015 p. 1003-6.]

7C. Matters relating to communal amenities to be included in residence contract

- (1) A residence contract must include the provisions or matters listed in the Table relating to communal amenities to be provided or made available under the contract.

Table

Item	Provision or matter relating to communal amenity
1.	A list of the communal amenities that are part of, or will be part of, the retirement village. Examples: <ul style="list-style-type: none">(a) club or meeting room;(b) swimming pool;(c) bowling green;(d) men's shed.
2.	If a communal amenity is to be provided or made available after the resident has entered into occupation of the residential premises — <ul style="list-style-type: none">(a) a statement of the latest date by which the communal amenity is to be provided or made available; or(b) if the provision or availability of a communal amenity is dependent on an event, a description of the event.

Item	Provision or matter relating to communal amenity
3.	Plans that identify all the buildings and grounds that form, or will form, the communal amenities available for the use of the resident.
4.	A provision that the administering body will not vary the provision or availability of any communal amenity unless the residents of the village, by a special resolution, consent to the variation.
5.	A reference to Note 1.

- (2) However, the matter listed in item 2 of the Table to subregulation (1) does not apply to a residence contract if the residence contract is a short-term residence contract.

[Regulation 7C inserted in Gazette 24 Mar 2015 p. 1006-7; amended in Gazette 23 Mar 2016 p. 863.]

7D. Matters relating to personal services to be included in residence contract

- (1) In this regulation —
associated person, in relation to an administering body, means a person who is —
- (a) an employee of the administering body; or
 - (b) a person concerned with the administration of the administering body; or
 - (c) a related body corporate.
- (2) A residence contract under which personal services are to be provided or made available to the resident must include the provisions or matters listed in the Table in relation to the personal services.

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Table

Item	Provision or matter relating to personal services
1.	A list of — (a) the personal services that will be provided or made available for the use of the resident; and (b) the services the administering body provides or makes available in the retirement village that may be made available as a personal service for the use of the resident and the conditions on which those services would be made available to the resident.
2.	A provision setting out the charges that will apply to the resident's access to, or use of, any personal service including — (a) the basis for the determination of current and future additional charges for providing the personal service or making the personal service available; and (b) any additional charges that may be payable by the resident for a variation in the provision or the availability of the personal service.
3.	A provision setting out —

Item	Provision or matter relating to personal services
	<p>(a) the circumstances in which a specified personal service may be withdrawn or varied by the administering body, which must be reasonable having regard to the nature of the service and the circumstances in which it is provided or made available; and</p> <p>(b) the period of notice to be provided to the resident of the intention to withdraw or vary the service —</p>
	<p>(i) which must not be less than 30 days; or</p>
	<p>(ii) which must be as soon as reasonably practicable if the administering body has engaged a person, who is not an associated person, to provide that service and that person has not provided the administering body with notice of the intention to withdraw or vary the service.</p>
4.	A provision setting out the period of notice that the resident must give to the administering body to vary the provision of a personal service.

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Item	Provision or matter relating to personal services
5.	A provision that the administering body will not vary the provision of any personal service unless — (a) the variation is in circumstances set out in accordance with item 3 and after the period of notice provided for in that item has ended; or (b) the resident has consented to the variation.
6.	A provision that the resident will not be liable to pay for a personal service that the resident does not use if — (a) the residence contract has been terminated; or (b) the resident has permanently vacated the residential premises; or (c) the resident has temporarily ceased to reside in the residential premises.
7.	A reference to Note 1.

[Regulation 7D inserted in Gazette 24 Mar 2015 p. 1008-10; amended in Gazette 23 Mar 2016 p. 863-4.]

7E. Matters relating to communal services to be included in residence contract

- (1) A residence contract under which communal services are to be provided or made available to the resident must include the

provisions or matters listed in the Table in relation to the communal services.

Table

Item	Provision or matter relating to communal services
1.	A description of each communal service that is or is to be provided or made available to the resident.
2.	If a specified communal service is to be provided or made available after the resident has entered into occupation of the residential premises — (a) a statement of the latest date by which the service is to be provided or made available; or (b) a description of an event, the happening of which the provision or availability of the service depends on.
3.	A provision that the administering body will not vary the availability of communal services, including by providing a new communal service, unless the residents of the village, by a special resolution, consent to the variation.
4.	A reference to Note 1.

- (2) However, the matter listed in item 2 of the Table to subregulation (1) does not apply to a residence contract if the residence contract is a short-term residence contract.

[Regulation 7E inserted in Gazette 24 Mar 2015 p. 1010-11; amended in Gazette 23 Mar 2016 p. 864.]

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7F. Financial matters to be included in residence contract

- (1) A residence contract must include the financial provisions or matters listed in the Table.

Table

Item	Financial provision or matter
1.	A provision setting out any premium payable by the resident in relation to a right to occupy residential premises in the retirement village including a description of any amenities forming part of, or provided or made available with, the residential premises that are covered by the premium.
2.	A provision setting out the right of the resident to repayment of any premium on the termination of the residence contract including — (a) the method of calculation used to determine the repayment; and (b) when and how the repayment is to be made; and (c) any exit fee, commission or other charges for which the resident may be liable before the premium is repaid and if relevant, the method of calculation used to determine the amount of the exit fee, commission or charge; and

Item	Financial provision or matter
	<p>(d) an explanation of the purpose of each exit fee, commission or charge referred to in paragraph (c) including a description of any services or amenities to which the exit fee, commission or charge relates; and</p> <p>(e) when and how the exit fee, commission or charge is payable by the resident; and</p> <p>(f) a reference to Note 3.</p>
3.	<p>A provision setting out payments to be made by the resident on a recurrent basis towards the operating costs or expenses of the village including —</p> <p>(a) a description of any amenities or services to which the operating costs or expenses relate; and</p> <p>(b) the basis for the determination of the current and future amounts of any payments; and</p> <p>(c) details of when the payments are to be made; and</p>

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Item	Financial provision or matter
	<p>(d) whether the resident will be liable for any of the payments if the resident permanently vacates the residential premises and another person has not been admitted to occupation of the premises under the retirement village scheme and if so, how long the resident will be liable for the payment; and</p> <p>(e) a reference to Note 2.</p>
4.	<p>A provision setting out any payments to be made by the resident on a recurrent basis that are not payments referred to in item 3 including —</p> <p>(a) a description of the purpose of the payments; and</p> <p>(b) the basis for the determination of the current and future amounts of the payments; and</p>
	<p>(c) details of when the payments are to be made; and</p> <p>(d) whether the resident will be liable for any of the payments if the resident permanently vacates the residential premises and another person has not been admitted to occupation of the premises under the retirement village scheme and if so, how long the resident will be liable for the payment; and</p>

Item	Financial provision or matter
	(e) a reference to Note 2.
5.	<p>A provision setting out the details of any reserve fund operating in respect of the retirement village, including the following —</p> <p>(a) the purpose of the fund;</p> <p>(b) any payment the resident is required to make to the fund in the form of —</p> <p style="padding-left: 40px;">(i) recurrent charges; or</p> <p style="padding-left: 40px;">(ii) an amount to be deducted from the premium repayable to the resident after the resident permanently vacates the premises;</p> <p>(c) any payment the administering body is required to make to the reserve fund under section 23(5) of the Act;</p> <p>(d) the amount and source of any other income used to meet expenditure from the reserve fund;</p>
	<p>(e) the method of calculation used to determine the payments or amounts referred to in paragraphs (b) to (d);</p> <p>(f) a reference to Note 2.</p>

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Item	Financial provision or matter
6.	<p>If the costs of carrying out maintenance, repair, renovation or replacement work in respect of buildings, structures, fixtures, chattels and other capital items in the village are not paid out of a reserve fund operating in respect of the retirement village, a provision setting out —</p> <ul style="list-style-type: none"><li data-bbox="619 658 1252 763">(a) the contributions to be made by the resident and by the administering body to those costs; and<li data-bbox="619 797 1252 902">(b) the method of calculation used to determine the contributions to the costs; and<li data-bbox="619 936 1252 1010">(c) how any contribution to the costs by the resident is to be paid.
7.	<p>A provision setting out —</p> <ul style="list-style-type: none"><li data-bbox="619 1115 1252 1290">(a) who is responsible for the cost of any independent audit of the annual financial statements of the retirement village carried out in accordance with the Code; and<li data-bbox="619 1323 1252 1503">(b) if the cost is to be shared between the administering body and the residents, how such costs are to be apportioned between the administering body and the residents.

(2) However, the provisions or matters listed in items 1, 2, 5(b)(ii), 6 and 7 of the Table to subregulation (1) do not apply to a

residence contract if the residence contract is a short-term residence contract.

[Regulation 7F inserted in Gazette 24 Mar 2015 p. 1011-15; amended in Gazette 23 Mar 2016 p. 865.]

7G. Matters relating to condition of premises to be included in residence contract

- (1) A residence contract must include the provisions or matters listed in the Table relating to the condition of the residential premises and village infrastructure covered by the contract.

Table

Item	Provision or matter relating to condition of premises
1.	<p>A provision setting out —</p> <ul style="list-style-type: none">(a) who is responsible for arranging to carry out maintenance, repair or replacement work to ensure that the residential premises and any fixtures, chattels and capital items included in, or attached or connected to, the residential premises are maintained in a reasonable condition during the occupation of the premises; and(b) the contributions to be made by the resident and by the administering body to the costs of carrying out the work referred to in paragraph (a); and(c) if the resident is required to make a contribution to the costs of carrying out the work, the procedures to be followed in obtaining the consent of the resident to the carrying out of the work and the cost of the work; and
	<ul style="list-style-type: none">(d) if the resident does not agree with the cost of work that is to be arranged by the administering body and paid for by the resident, a provision that the resident may instead arrange for the work to be carried out at the expense of the resident; and

Item	Provision or matter relating to condition of premises
	<p>(e) how any contribution to the costs by the resident is to be paid; and</p> <p>(f) a reference to Note 3.</p>
2.	<p>A provision setting out —</p> <p>(a) who is responsible for arranging to refurbish the residential premises in accordance with the Code if the resident permanently vacates the premises; and</p> <p>(b) the contributions to be made by the resident and by the administering body to the costs of carrying out the work referred to in paragraph (a); and</p> <p>(c) how any contribution to the costs by or on behalf of the resident is to be paid; and</p> <p>(d) a reference to Note 3.</p>
3.	<p>A provision setting out —</p> <p>(a) who is responsible for arranging to carry out maintenance, repair, renovation or replacement work in respect of buildings, structures, fixtures, chattels and other capital items in the village, other than those referred to in item 1; and</p> <p>(b) a reference to Note 3.</p>

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Item	Provision or matter relating to condition of premises
4.	<p>A provision that the resident may apply to the administering body for approval to add a fixture or chattel to, or remove a fixture or chattel from, the residential premises (the <i>alteration</i>) and that the administering body must —</p> <ul style="list-style-type: none"><li data-bbox="619 689 1236 763">(a) not unreasonably withhold approval for the alteration; and<li data-bbox="619 792 1236 943">(b) if the alteration is not approved — notify the resident in writing of the decision and the reasons for it no later than 10 days after a decision is made; and<li data-bbox="619 972 1236 1046">(c) if the alteration is approved — notify the resident in writing.
5.	<p>A provision that the administering body must include, in its notification to a resident of the approval of an application for an alteration, a statement of the terms and conditions that apply to the approval, which must include the following matters —</p> <ul style="list-style-type: none"><li data-bbox="619 1328 1236 1402">(a) who is responsible for arranging for the alteration;<li data-bbox="619 1431 1236 1653">(b) if the work is to be arranged by the administering body and paid for by the resident, a provision that the work must not commence unless the resident and the administering body have agreed on the cost of the work on the basis of —

Item	Provision or matter relating to condition of premises
	<ul style="list-style-type: none"> (i) a written quotation for the work provided by the administering body to the resident; or (ii) if the resident does not agree to that quotation — another quotation obtained by the resident; (c) who is responsible for the cost of maintaining or repairing any fixture or chattel the subject of the approval; (d) the circumstances in which the return of the residential premises to the condition they were in before the alteration took place (having regard to the age and character of the premises) may be allowed or required; (e) who is responsible for the costs of any work required to return the residential premises to the condition they were in before the alteration took place; (f) the circumstances in which the resident may be liable to pay for any damage to the residential premises caused by the carrying out of the alteration or the work to return the premises to the condition they were in before the alteration took place.

- (2) However, the provisions listed in items 1 and 3 of the Table to subregulation (1) do not apply to a residence contract if the residence contract is a short-term residence contract.

[Regulation 7G inserted in Gazette 24 Mar 2015 p. 1016-19; amended in Gazette 23 Mar 2016 p. 865.]

7H. Matters relating to urgent repairs to be included in residence contract

- (1) In this regulation —

essential service means each of the following —

- (a) electricity;
- (b) gas;
- (c) refrigeration;
- (d) sewerage, septic tank or other waste water management treatment;
- (e) water, including the supply of hot water;

urgent repair means a repair that is necessary —

- (a) for the supply or restoration of an essential service; or
- (b) to avoid —
 - (i) risk of injury to a resident; or
 - (ii) damage to the residential premises; or
 - (iii) the residential premises being or becoming unsafe or insecure; or
 - (iv) undue hardship to a resident.

- (2) A residence contract must include the following provisions in relation to urgent repairs to the residential premises —

- (a) a provision that the resident is entitled to arrange for urgent repairs that are the responsibility of the administering body to be carried out on any fixtures, chattels or capital items included in, or attached or

connected to, the residential premises on behalf of the administering body if —

- (i) the resident has made all reasonable attempts to notify the administering body of the need for the urgent repairs; and
 - (ii) the administering body has failed to carry out the urgent repairs in a timely manner having regard to the nature of the repairs and any process established by the administering body for the carrying out of urgent repairs; and
 - (iii) the resident arranges for the urgent repair work to be carried out in accordance with any process established by the administering body for the carrying out of urgent repairs; and
 - (iv) the resident arranges for the urgent repair work to be carried out by a repairer who is on a list of repairers approved by the administering body and displayed at a prominent place in the village, or if no such list is displayed, by a repairer qualified to undertake repairs of that nature;
- (b) a provision that if a resident arranges for urgent repairs to be carried out in accordance with paragraph (a), the administering body will be responsible for payment for the repairs including reimbursement to the resident of any amount paid by the resident in respect of the repairs.
- (3) Subregulation (2) does not apply if the residence contract provides for the resident, as the occupier of residential premises in a retirement village, to have an interest in the retirement village as an owner of the lot on which the retirement village is located under the *Strata Titles Act 1985*.

[Regulation 7H inserted in Gazette 24 Mar 2015 p. 1020-1.]

Division 4 — Matters not to be included in residence contract

[Heading inserted in Gazette 24 Mar 2015 p. 1022.]

71. Provisions relating to certain powers of attorney not be included in residence contract

(1) In this regulation —

administering body, in relation to a retirement village, includes an agent or employee of the administering body or any person concerned with the administration of the retirement village;

close associate, in relation to an administering body, means any of the following —

(a) if the administering body is a natural person —

(i) the spouse, de facto partner, parent, child or sibling of the administering body;

(ii) the parent, child or sibling of the spouse or de facto partner of the administering body;

(iii) a body corporate, if a person referred to in subparagraph (i) or (ii) is a director or secretary of the body corporate or a person involved in the management of the body corporate;

(b) if the administering body is a body corporate —

(i) a director or secretary of the body corporate or of a related body corporate;

(ii) a person involved in the management of the body corporate or of a related body corporate;

(iii) the spouse, de facto partner, parent, child or sibling of a person referred to in subparagraph (i) or (ii);

(iv) the parent, child or sibling of the spouse or de facto partner of a person referred to in subparagraph (i) or (ii);

(v) a related body corporate;

power of attorney includes an enduring power of attorney as defined in the *Guardianship and Administration Act 1990* section 102.

- (2) A residence contract must not include a provision that requires a resident to give a power of attorney to another person —
- (a) as a condition of the resident being admitted to occupation of the residential premises; or
 - (b) during the resident's occupation of the residential premises; or
 - (c) after the resident has permanently vacated the residential premises.
- (3) Subregulation (2) does not apply if the requirement to give a power of attorney is a requirement to give a power of attorney created under the *Guardianship and Administration Act 1990* by an instrument referred to in section 104(1)(b)(ii) of that Act to a person who is not —
- (a) the administering body of the retirement village; or
 - (b) a close associate of the administering body; or
 - (c) a person nominated by the administering body.
- (4) A residence contract must not include a provision under which the administering body —
- (a) can accept a power of attorney given by the resident unless —
 - (i) the power of attorney is a limited power of attorney given to the administering body for the purpose of granting an exclusive right of occupation of particular residential premises to a new resident who is a tenant in common in a purple title scheme that applies to the village; or
 - (ii) the administering body is a natural person who is a relative of the resident;
- or
- (b) can nominate a person to be the donee of a power of attorney given by the resident unless —

- (i) the nomination is in respect of a power of attorney that is a limited power of attorney given to the administering body for the purpose of granting an exclusive right of occupation of particular residential premises to a new resident who is a tenant in common in a purple title scheme that applies to the village; or
- (ii) the resident is a relative of the person nominated.

[Regulation 7I inserted in Gazette 24 Mar 2015 p. 1022-4; amended in Gazette 23 Mar 2016 p. 865-6.]

7J. Matters relating to variation and notice not to be included in residence contract

- (1) A residence contract must not include a provision that allows for the contract to be varied without the consent of the resident unless the variation is required for the purposes of compliance with a written law.
- (2) A residence contract must not include a provision that requires a resident to give a period of notice of more than 30 days of the resident's intention —
 - (a) to vary the provision or availability of a personal amenity or personal service; or
 - (b) to terminate the contract; or
 - (c) to permanently vacate the residential premises occupied by the resident.
- (3) A residence contract must not include a provision that provides for residential premises to be permanently vacated other than in the circumstances set out in the definition of ***permanently vacated*** in section 23(1) of the Act.

[Regulation 7J inserted in Gazette 24 Mar 2015 p. 1024-5.]

7K. Financial matters not to be included in residence contract

- (1) A residence contract must not include a provision that requires a resident, while the resident occupies the residential premises or on the resident's permanent vacation of the residential premises, to contribute to the costs of all or part of any maintenance, repair, replacement or renovation of the residential premises that would exceed or be inconsistent with the requirements in relation to refurbishment work set out in the Code.
- (2) A residence contract must not include a provision that requires a resident, either while the resident occupies the residential premises or on the resident's permanent vacation of the residential premises, to pay for any damages to the residential premises caused by the carrying out of an alteration arranged by the administering body.
- (3) A residence contract must not include a provision for an exit fee (including an exit fee that is payable as a contribution to a reserve fund established in relation to the retirement village) that is to be calculated by reference to a period of time to be calculated on any basis other than on a pro-rata daily basis in respect of the applicable period of time.

[Regulation 7K inserted in Gazette 24 Mar 2015 p. 1025-6.]

7L. Application of section 6(2) of the Act

Section 6(2) of the Act does not have effect in relation to a provision listed in the Table.

Table

r. 7C Table it. 4	r. 7E Table it. 3
r. 7H	r. 7I
r. 7J	r. 7K

[Regulation 7L inserted in Gazette 24 Mar 2015 p. 1026.]

Part 3 — Abandoned goods

[Heading inserted in Gazette 24 Mar 2015 p. 1026.]

7. Disposal of abandoned goods

- (1) If a residence contract is terminated and goods are abandoned on the residential premises by a former resident of a retirement village, the administering body of the retirement village may, after the expiration of 2 days from the termination of the contract, remove and destroy or dispose of the goods if —
 - (a) the goods are perishable foodstuffs; or
 - (b) the estimated value of the goods is less than the total estimated cost of the removal, storage and sale of the goods.
- (2) Where a residence contract is terminated and goods are left on the residential premises that were subject to the residence contract and have not been removed for destruction or disposal under subregulation (1), the administering body must store them in a safe place and manner for a period of not less than 60 days.
- (3) An administering body must before the expiration of 7 days after it has stored goods under subregulation (2) —
 - (a) where the former resident has informed it of a forwarding address, send a notice to the resident at that address in or to the effect of Form 3 in Schedule 1; and
 - (b) cause a notice in or to the effect of Form 4 in Schedule 1 to be inserted in a newspaper circulating generally throughout the State.
- (4) At the request of an administering body, the Commissioner may state in writing where or not in his or her opinion there are reasonable grounds for believing that subregulation (1) applies in respect of particular goods.
- (5) A person who has a lawful right to goods removed and stored under subregulation (2) may at any time before the goods are

sold under subregulation (6) reclaim the goods upon paying to the administering body the reasonable costs of the removal and storage of the goods.

- (6) Where goods are stored under subregulation (2) and have not been reclaimed within 60 days after the day on which they were removed and stored, the administering body must as soon as practicable after the expiration of that period cause them to be sold by public auction.
- (7) If goods are stored, removed and sold by public auction under this regulation, the administering body is entitled to retain out of the proceeds of the sale the reasonable costs of removing, storing and selling the goods.
- (8) An administering body must not incur any liability in respect of the removal, storage or sale under this regulation of goods to which subregulation (1) does not apply, except liability for intentional or negligent damage to the goods or where the administering body has actual notice of any interest in the goods of any person other than the former resident and fails to take all reasonable steps to notify that person of the whereabouts of the goods and afford that person a reasonable opportunity to reclaim the goods.
- (9) Where a dispute arises between an administering body and a former resident in respect of goods to which this regulation applies, the State Administrative Tribunal may upon application by such person, order the payment of any amount or make such other order as it considers appropriate in the circumstances.
- (10) The provisions of this regulation are subject to any order of the State Administrative Tribunal made under section 70(2) of the Act.

*[Regulation 7 amended in Gazette 30 Dec 2004 p. 6925;
24 Mar 2015 p. 1030.]*

8. Proceeds of sale of abandoned goods

Before making an application to the State Administrative Tribunal for an order as to the proceeds of the sale of goods under section 70(2) of the Act the administering body must —

- (a) where the former resident has informed it of a forwarding address, send a notice of its intention to apply for that order to the resident at that address; or
- (b) where the administering body is aware of the address of a personal representative of the former resident, send a notice of its intention to apply for that order to the personal representative at that address.

*[Regulation 8 amended in Gazette 30 Dec 2004 p. 6925;
24 Mar 2015 p. 1030.]*

Part 4 — Other matters

[Heading inserted in Gazette 24 Mar 2015 p. 1026.]

9. Former resident's liability to pay recurrent charges (Act s. 23(3))

(1) In this regulation —

commencement day means the day on which the *Retirement Villages Amendment Act 2012* section 11 comes into operation;
evidence of death, in relation to a deceased former resident of a retirement village, means —

- (a) evidence of the grant of probate or letters of administration; or
- (b) other evidence that the administering body of the retirement village accepts as evidence of the former resident's death.

(2) In this regulation, each of these terms has the meaning given in section 23(1) of the Act —

former resident

permanently vacated

recurrent charges

(3) A former resident's liability to pay recurrent charges in respect of residential premises in a retirement village ceases when the earliest of these occurs —

- (a) a new resident becomes liable to pay those recurrent charges;
- (b) a premium is repaid in whole or in part to the former resident —
 - (i) under section 19(3)(b) of the Act; or
 - (ii) in accordance with the residence contract; or

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- (iii) as a consequence of an order made by the State Administrative Tribunal under section 57, 58, 59 or 62 of the Act;
- (c) if —
 - (i) the former resident entered into the residence contract before the commencement day; and
 - (ii) the residential premises are permanently vacated on or after the commencement day; and
 - (iii) the former resident is deceased when the residential premises are permanently vacated, the expiry of 6 months after the later of —
 - (iv) the administering body of the retirement village being given evidence of death in relation to the deceased former resident; or
 - (v) the residential premises having been permanently vacated;
- (d) if —
 - (i) the former resident enters into the residence contract on or after the commencement day; and
 - (ii) the former resident is deceased when the residential premises are permanently vacated, the expiry of 3 months after the later of —
 - (iii) the administering body of the retirement village being given evidence of death in relation to the deceased former resident; or
 - (iv) the residential premises having been permanently vacated;
- (e) if —
 - (i) the former resident entered into the residence contract before the commencement day; and
 - (ii) the residential premises are permanently vacated on or after the commencement day; and

- (iii) the former resident is not deceased when the residential premises are permanently vacated, the expiry of 6 months after the residential premises are permanently vacated;
 - (f) if —
 - (i) the former resident enters into the residence contract on or after the commencement day; and
 - (ii) the former resident is not deceased when the residential premises are permanently vacated, the expiry of 3 months after the residential premises are permanently vacated.
- (4) If, before the commencement day —
 - (a) a former resident has permanently vacated residential premises in a retirement village; and
 - (b) none of the matters described in subregulation (3)(a) or (b) has occurred; and
 - (c) the former resident is deceased,
the former resident's liability to pay recurrent charges ceases when the earliest of these occurs —
 - (d) any of the matters described in subregulation (3)(a) or (b);
 - (e) the expiry of 6 months after the later of —
 - (i) the administering body of the retirement village being given evidence of death in relation to the deceased former resident; or
 - (ii) the commencement day.
- (5) If, before the commencement day —
 - (a) a former resident has permanently vacated residential premises in a retirement village; and
 - (b) none of the matters described in subregulation (3)(a) or (b) has occurred; and

- (c) the former resident is not deceased,
the former resident's liability to pay recurrent charges ceases when the earliest of these occurs —
 - (d) any of the matters described in subregulation (3)(a) or (b);
 - (e) the expiry of 6 months after the commencement day.
- (6) If —
 - (a) subregulation (3)(e) or (f) or (5) applies in respect of a former resident; and
 - (b) the former resident dies before the expiry of the period referred to in that provision,

that period stops expiring on the former resident's death and does not continue to expire until the administering body of the retirement village is given evidence of death in relation to the deceased former resident.

[Regulation 9 inserted in Gazette 21 Mar 2014 p. 723-5.]

10. Interest payable on recurrent charges (Act s. 24(5))

- (1) In this regulation —
former resident has the meaning given in section 23(1) of the Act;
maximum rate means the maximum permissible interest rate worked out in accordance with the Fees and Payments Principles made under the *Aged Care Act 1997* (Commonwealth) section 96-1.
- (2) For the purposes of section 24(5) of the Act, the rate of interest payable by a former resident in respect of recurrent charges is determined as the maximum rate that applies at the time the former resident elects to pay the recurrent charges under section 24(2) of the Act.

[Regulation 10 inserted in Gazette 21 Mar 2014 p. 725-6; amended in Gazette 24 Mar 2015 p. 1027.]

11. Matters in respect of which administering body is not to require payment (Act s. 25)

(1) In this regulation —

commencement day means the day on which the *Retirement Villages Amendment Act 2012* section 11 comes into operation;

payment means a payment demanded or received as referred to in section 25(1) of the Act;

professional body means a body whose principal purpose is to represent the interests of the members of a particular profession;

security interest means a security interest as defined in the *Personal Property Securities Act 2009* (Commonwealth) section 12;

special resolution has the meaning given in section 57A(3) of the Act.

(2) Each paragraph of subregulation (3) prescribes a matter for the purposes of section 25 of the Act.

(3) Subject to subregulation (5), this regulation applies to a payment demanded or received by the administering body of a retirement village from a resident or former resident in respect of these matters —

(a) subject to subregulation (4), the expenses incurred by the administering body of lodging or withdrawing a caveat in respect of the residential premises occupied by the resident, or formerly occupied by the former resident, of the retirement village;

(b) the expenses incurred by the administering body of complying with the *Personal Properties Securities Act 2009* (Commonwealth) in relation to a security interest —

(i) that arises under a residence contract; and

(ii) with respect to which the administering body registers a financing statement or a financing change statement under section 150 of that Act;

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- (c) the marketing or advertising of the residential premises occupied by the resident, or formerly occupied by the former resident —
 - (i) to the extent that the payment demanded or received exceeds the expenses (if any) incurred by the administering body of that marketing or advertising; or
 - (ii) if the payment demanded or received does not relate to the marketing or advertising of only those residential premises;
- (d) the marketing or advertising of the retirement village as a whole, to the extent that the payment demanded or received from the resident or former resident exceeds his or her appropriate portion of the expenses incurred by the administering body of that marketing or advertising;
- (e) the expenses incurred by the administering body of —
 - (i) obtaining legal advice; or
 - (ii) instituting or defending or otherwise participating in legal proceedings; or
 - (iii) participating in arbitration proceedings or mediation,in relation to the retirement village, unless the residents have passed a special resolution that authorises those expenses to be paid by the residents;
- (f) the expenses incurred by the administering body of complying with an order made against the administering body by the State Administrative Tribunal or a court to pay compensation, a penalty or another amount in relation to the retirement village, unless the residents have passed a special resolution that authorises those expenses to be paid by the residents;
- (g) the provision by the administering body of administrative and management services to the residents of the retirement village, to the extent that the payment

demanded or received from the resident or former resident exceeds his or her appropriate portion of —

- (i) the expenses incurred by the administering body of providing those services; and
 - (ii) if the administering body is a person on whose behalf the retirement village is administered and is the owner of land within the retirement village (otherwise than as a resident) — a reasonable fee for providing those services;
- (h) the provision by the administering body of a copy of the residence contract entered into by the resident or former resident (other than the copy provided under an applicable code when the resident or former resident entered into the residence contract), to the extent that the payment demanded or received exceeds the expenses incurred by the administering body of providing the copy;
- (i) the refurbishment of the residential premises occupied by the resident, or formerly occupied by the former resident, to the extent that the payment demanded or received exceeds the expenses incurred by the administering body of that refurbishment;
- (j) the provision by the administering body of information or documents to which the resident or former resident is entitled under an applicable code;
- (k) the expenses incurred by the administering body relating to land tax, if the land used for the retirement village is eligible for an exemption under the *Land Tax Assessment Act 2002*;
- (l) the expenses relating to the depreciation or amortisation of, or to writing off, the assets of the retirement village;
- (m) the expenses incurred by the administering body of overseas travel by the administering body or the employees of the administering body;

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- (n) the expenses incurred by the administering body of accreditation or membership fees paid to a professional body or industry body, other than an industry body referred to in paragraph (o);
 - (o) the expenses incurred by the administering body of accreditation or membership fees paid to an industry body whose principal purpose is to represent the interests of administering bodies (however described) of retirement villages, to the extent that the payment demanded or received from the resident or former resident exceeds his or her appropriate portion of an amount equal to 50% of those expenses.
- (4) Subregulation (3)(a) does not apply to the expenses incurred by the administering body of a retirement village of withdrawing a caveat for a period, and then lodging it again at the end of the period, in respect of residential premises occupied by a resident of the retirement village, if —
- (a) the administering body withdraws the caveat for that period in accordance with the resident's written request; and
 - (b) that request is not made for the purposes of the sale of the residential premises.
- (5) For a retirement village that is in operation immediately before the commencement day, this regulation applies to a payment demanded or received by the administering body of the retirement village on or after the first day of the first financial year of the retirement village that begins after the commencement day.

*[Regulation 11 inserted in Gazette 21 Mar 2014 p. 726-9;
amended in Gazette 24 Mar 2015 p. 1027.]*

12. Exemption certificates (Act s. 77C)

- (1) For the purposes of section 77C(1)(a) of the Act, the fee for an application for an exemption certificate (the *application fee*) is \$700.
- (2) The Commissioner may refund the whole or any part of the application fee if the Commissioner is satisfied there are special circumstances that justify the refund.
- (3) It is not a special circumstance for the purposes of subregulation (2) that an application is refused.
- (4) Without limiting subregulation (2), the whole of the application fee may be refunded under that subregulation only if the Commissioner is satisfied that no resources of the Department have been applied to assess the application.
- (5) Without limiting subregulation (2), any part of the application fee may be refunded under that subregulation only if the Commissioner has had regard to these matters —
 - (a) whether the application has been made in error because the applicant is not a person to whom section 76 of the Act applies;
 - (b) the extent to which the resources of the Department have been applied to assess the application.
- (6) A person must not give information that is false or misleading to the Commissioner in, or in relation to, an application for an exemption certificate under section 77C of the Act.

Penalty: a fine of \$5 000.

[Regulation 12 inserted in Gazette 21 Mar 2014 p. 729.]

13. Transitional provision — section 13 statement

- (1) In this regulation —
commencement day means the day on which the *Retirement Villages Amendment Regulations 2016* regulation 5 comes into operation;

new section 13 statement means the statement in the form of Form 1 in Schedule 1;

previous section 13 statement means the statement in the form of Form 1 in Schedule 1 immediately before commencement day;

short-term section 13 statement means the statement in the form of Form 1A in Schedule 1;

transitional period means the period beginning on commencement day and ending on 30 June 2016.

- (2) During the transitional period, an owner complies with regulation 4 if the owner gives to a person entering into a residence contract —
- (a) the previous section 13 statement; or
 - (b) the new section 13 statement; or
 - (c) if the residence contract is a short-term residence contract, the short-term section 13 statement.

[Regulation 13 inserted in Gazette 23 Mar 2016 p. 866.]

Schedule 1

Forms

Form 1

Retirement Villages Act 1992

[r. 4(a)]

Information statement for prospective resident

Under the *Retirement Villages Act 1992* section 13(2) the owner of residential premises in a retirement village is required to provide the following information to a person at least 10 working days before that person enters into a residence contract.

THE OWNER MUST ANSWER EACH OF THE FOLLOWING QUESTIONS IN WRITING BELOW EACH QUESTION —

Declaration by the owner

I *[name]*:

of *[address]*:

being the owner, or a person authorised to act on behalf of the owner of

.....

[retirement village], certify that the information contained herein is to the best of my knowledge correct.

.....

[Signature]

[Date]

Important notice to prospective resident

Before signing a residence contract it is important that you:

- understand the enclosed information and its implications;
- read all the terms of the contract;
- seek independent legal advice, particularly if unsure about any details in the contract;
- understand the legal basis of occupancy (e.g. a person who signs a lease does not own the premises);
- understand the financial commitments involved, and in particular entry fees, ongoing costs, and exit fees;
- consider whether you have had satisfactory responses to any questions you ask;
- consider whether communal living in a retirement village is right for you.

Disclosure statement for prospective resident

The owner, or a person authorised to act on behalf of the owner, must complete all sections of this disclosure statement in writing.

1. Retirement Village		
A	Name of the retirement village	Name:
B	Address of the retirement village	Address:
C	Has this village commenced operation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

D	<p>In which year was this village first constructed?</p> <p>Construction of subsequent completed stages:</p> <p>If the construction of the village is still to be completed, provide estimated completion dates for each stage still to be constructed:</p>	<p>Construction of the first stage was completed in [year]</p> <p>[Insert stage number(s) and year(s) of completion]</p> <p>.....</p> <p>.....</p> <p>[Insert stage number(s) and estimated date(s) for completion]</p> <p>.....</p> <p>.....</p>
E	<p>Aged care facility</p> <p>Is there an aged care facility adjacent to the village?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Important notice to prospective residents: The administering body cannot guarantee a resident a place in an aged care facility. To enter an aged care facility, a resident must be assessed as eligible through an aged care assessment in accordance with the <i>Aged Care Act 1997</i> (Commonwealth).</p>		
<p>2. Owner/administering body/management of the retirement village</p>		
A	<p>Owner: details of the owner of the land on which the retirement village facilities are located (individual/company/organisation):</p>	<p>Name:</p> <p>ABN:</p> <p>Address:</p> <p>.....</p> <p>Tel. number(s):</p>

B	<p>Administering body: if the village is administered by a person or entity other than the owner of the land, the details of that individual/company/organisation:</p>	<p>Name:</p> <p>ABN:</p> <p>Address:</p> <p>.....</p> <p>Tel. number(s):</p>
C	<p>Management representative:</p> <p>Is there a management representative available to residents?</p> <p><input type="checkbox"/> Yes</p> <p style="padding-left: 20px;"><input type="checkbox"/> Located onsite at the village</p> <p style="padding-left: 20px;"><input type="checkbox"/> Located offsite</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, provide details of when the manager is available onsite and how the manager can be contacted when not onsite including before, during and after working hours:</i></p> <p>.....</p> <p>.....</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Tel. number(s):</p>
<p>3. Nature of residential premises (specific to the prospective resident)</p>		
A	<p>The type of residential premises is:</p>	<p><i>Tick the type of residential premises the prospective resident proposes to occupy:</i></p> <p><input type="checkbox"/> Bedsitter</p> <p><input type="checkbox"/> One-bedroom</p> <p><input type="checkbox"/> Two-bedroom</p> <p><input type="checkbox"/> Three-bedroom</p> <p><input type="checkbox"/> Other [specify type]</p>

B	<p>The nature of the prospective resident's occupancy right in relation to the residential premises that the resident proposes to occupy is:</p>	<p><i>Tick each box that applies:</i></p> <p><input type="checkbox"/> Lease, licence, rental (non-owner resident)</p> <p><input type="checkbox"/> Lease for life</p> <p><input type="checkbox"/> Lease/Licence to occupy (long-term) <i>[state term]</i></p> <p><input type="checkbox"/> Fixed term rental (short-term) <i>[state term]</i></p> <p><input type="checkbox"/> Periodic rental (short-term) <i>[state term]</i></p> <p><input type="checkbox"/> Strata title (owner resident)</p> <p><input type="checkbox"/> Purple title (owner resident/tenant in common)</p> <p><input type="checkbox"/> Other <i>[specify details]</i></p>
<p>4. Parking amenities (specific to prospective resident's proposed residential premises) visitors' parking and parking for trailers, boats and caravans</p>		
A	<p>This section provides information about the garage and parking facilities that will be provided with the resident's individual residential premises, along with details of parking for visitors, trailers, boats and caravans.</p>	

<p>Will the prospective resident have a reserved garage and/or parking bay within the village?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If no, what are the parking arrangements?</i></p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>Is there an additional amount payable to the premium or through recurrent charges to access garage or parking facilities?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, provide a brief explanation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>Is there visitors parking available in the village?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, provide a brief explanation of how much visitors parking is available:</i></p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>Is there trailer, boat and caravan parking available for the prospective resident to use?</p> <p><input type="checkbox"/> Yes (subject to availability)</p> <p><input type="checkbox"/> No</p>	

	<p>Is there an additional amount payable for parking a trailer/boat/caravan?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Are there any other arrangements in place for the parking of vehicles, trailers, boats or caravans?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, provide a brief explanation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>If yes, provide a brief explanation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>At Annexure A provide a plan of the village indicating the location of residents', visitors', and caravan and/or boat parking.</i></p>
5. Premium (specific to the prospective resident) and other entry fees and charges ¹		
A	<p>The prospective resident must pay the following entry amounts in relation to the proposed residential premises:</p>	<p><i>Tick each box that applies:</i></p> <p><input type="checkbox"/> A premium ² of: \$</p> <p style="padding-left: 20px;"><input type="checkbox"/> fully refundable</p> <p style="padding-left: 20px;"><input type="checkbox"/> partially refundable</p> <p style="padding-left: 20px;"><input type="checkbox"/> non-refundable</p> <p><input type="checkbox"/> A deposit of: \$</p> <p><i>[Repayable if the contract is rescinded during the cooling off period under section 75(1)]</i></p>

B	Other entry amounts and charges payable in relation to the residential premises include:	Tick each box that applies: <input type="checkbox"/> Prepayment of a recurrent charge <input type="checkbox"/> Transfer duty [<i>strata title/purple title</i>] <input type="checkbox"/> First instalment of any fortnightly/monthly charges [<i>number of weeks, months</i>] <input type="checkbox"/> Any other entry fees and charges [<i>Specify details, e.g. use of a garage or carport, strata title certificate fees, strata title levy adjustments, administration fee</i>]
6. Ongoing amounts payable to the operator during occupation³ (specific to the prospective resident and the residential premises that the resident has expressed interest in)		
A	To live in the village, the prospective resident will be required to pay the following amounts: Tick whether the following amounts apply to: <input type="checkbox"/> single occupant <input type="checkbox"/> couple	Tick those costs that apply: <input type="checkbox"/> Recurrent charges ⁴ per [<i>week/fortnight/month</i>] \$..... <input type="checkbox"/> Reserve fund ⁵ charge per [<i>week/fortnight/month</i>] \$ [<i>Provide further information about reserve fund contributions at item 11</i>] <input type="checkbox"/> Any other charges per [<i>week/fortnight/month</i>] \$ [<i>specify other charges</i>] \$

	<input type="checkbox"/> not dependent on single / couple occupancy NB: The amount may vary each financial year depending on operating expenses. \$..... \$..... Total amount payable <i>[week/fortnight/month]</i> \$
B	Other amounts ⁶ relating to the residential premises that are currently additional charges payable by the resident:	Tick each box that applies: <input type="checkbox"/> Contents insurance [see also item 12] <input type="checkbox"/> Council rates <i>[not applicable to all retirement villages ⁷]</i> <input type="checkbox"/> Other council charges ⁸ <input type="checkbox"/> Water rates <input type="checkbox"/> Utilities (electricity and gas)
C	Is the resident responsible for repairs and maintenance to the residential premises during their occupation of the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, briefly explain the resident's responsibilities including whether the resident is to organise the repairs and pay for the repairs:

D	<p><i>This item only applies to strata title villages.</i></p> <p>Is there a body corporate strata levy fee for the lot containing the residential premises?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Do communal amenities form part of the common property in the village such that they are owned by the strata company?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If there is a body corporate strata levy fee for the lot containing the residential premises, tick each box that applies:</i></p> <p><input type="checkbox"/> The current body corporate strata levy fee for the lot containing the residential premises is per [week/fortnight/ month/quarter] \$</p> <p>The body corporate strata levy fee is:</p> <p><input type="checkbox"/> incorporated as a separate item in the recurrent charges to be paid by the resident</p> <p><input type="checkbox"/> charged separately from the recurrent charges</p> <p><i>If the communal amenities do not form part of the common property in the village, state who owns the lots containing those amenities:</i></p> <p>The communal amenities are on lots owned by:</p> <p><input type="checkbox"/> the administering body</p> <p><input type="checkbox"/> a third party</p> <p>Residents contribute to the body corporate strata levies payable in relation to the lots containing the communal amenities through:</p> <p><input type="checkbox"/> an item in the recurrent charges</p> <p><input type="checkbox"/> an amount that is charged separately</p> <p><input type="checkbox"/> the body corporate fee is included in the recurrent charges at item 6A</p>
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E	<p>How much have the recurrent charges, for the type of residential premises the prospective resident has expressed interest in, increased or decreased over the last 3 financial years ⁹?</p> <p><i>Specify if the amounts apply to a single occupant or to a couple or if not dependent on the number of occupants:</i></p> <p><input type="checkbox"/> Single occupant</p> <p><input type="checkbox"/> Couple</p> <p><input type="checkbox"/> Not dependent on single/couple occupancy</p> <p><i>[Insert in the Table below the dollar amount and percentage increase <u>or</u> decrease (whichever applies) for each of the last 3 financial years ¹⁰. An explanation may also be provided]</i></p> <p>.....</p> <p>.....</p> <p>.....</p>
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Financial Year	<i>e.g.</i> 2011/12	<i>e.g.</i> 2012/13	<i>e.g.</i> 2013/14	<i>e.g.</i> 2014/15
Recurrent charge				
Increase/decrease over previous financial year (\$)	N/A			
Increase/decrease over previous financial year (%)	N/A			

F	<p>The total recurrent charges village residents have contributed towards operating expenses in the village and the amount of any increase or decrease in each of the last 3 financial years are set out in the following Table:</p> <p><i>[Insert in the Table below the dollar amount and percentage increase or decrease (whichever applies) for each of the last 3 financial years ¹¹. An explanation may also be provided]</i></p> <p>.....</p>			
Financial Year	<i>e.g.</i> 2011/12	<i>e.g.</i> 2012/13	<i>e.g.</i> 2013/14	<i>e.g.</i> 2014/15
Total Recurrent charges in the operating budget				
Increase/decrease over previous financial year (\$)	N/A			
Increase/decrease over previous financial year (%)	N/A			

E	<p>Other amounts deducted</p> <p>Are there any other amounts payable to the owner / administering body that will be deducted from the amount of premium repayable to the resident?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, list the expenses and if known, the amounts:</i></p>	
		Expenses	Amounts
8. Arrangements for marketing, releasing or selling the residential premises			
A	<p>Are residents liable to pay an amount towards expenses incurred for marketing, advertising, re-leasing or selling the residential premises that they occupied:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>[If no, move to item 9]</i></p>	<p><i>Tick each box that applies:</i></p> <p><input type="checkbox"/> The administering body manages this process itself</p> <p><input type="checkbox"/> The administering body may appoint one or more real estate agents to re-lease/sell the residential premises on:</p> <p style="margin-left: 20px;"><input type="checkbox"/> an exclusive basis</p> <p style="margin-left: 20px;"><input type="checkbox"/> a non-exclusive basis</p> <p><input type="checkbox"/> Residents may appoint their own agent</p>	

Residents may not appoint their own agent but may nominate an agent that may then be appointed by the administering body:

Yes

No

Provide a short statement to describe the fees structure, including any formula that applies to calculate the amount payable for marketing, advertising, releasing or selling the residential premises and whether the formula will vary according to, for example length of residency in the village:

.....
.....
.....
.....

Explain any other arrangements that may apply to disposing of the residents interest in the retirement village:

.....
.....
.....
.....

		<p>Does the resident have the right to agree/disagree regarding the amount set for the incoming premium (sale price/lease premium) payable for the residential premises?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
9. Repayment of whole or part of premium		
A	<p>Are residents entitled to be repaid the whole or part of the premium (or other amounts) paid on entry after permanently vacating the residential premises?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>[If no, move to item 10A]</i></p>	<p>The administering body must pay the resident the following amounts:</p> <p><i>Tick each box that applies:</i></p> <p><input type="checkbox"/> the whole of the premium originally paid by the resident</p> <p><input type="checkbox"/> <i>[insert percentage]</i> of the premium originally paid by the resident</p> <p><input type="checkbox"/> the whole of any increase in the value of the residential premises</p> <p><input type="checkbox"/> <i>[insert percentage]</i> of any increase in the value of the residential premises</p> <p><input type="checkbox"/> the whole premium a new resident pays to secure a right to occupy the premises formerly occupied by the former resident</p> <p><input type="checkbox"/> <i>[insert percentage]</i> of the premium a new resident pays to secure a right to occupy the premises formerly occupied by the former resident</p>

		<p><input type="checkbox"/> other arrangements: <i>[Insert a short statement to explain the structure of any other amounts payable to the resident after the residential premises have been permanently vacated including any formula or method used to determine the amount payable]</i> </p> <p>Less</p> <p><input type="checkbox"/> exit fees (referred to in item 7A-7D)</p> <p><input type="checkbox"/> any other fees/charges (referred to in item 7E)</p> <p><i>At Annexure B complete either Table A or Table B of a resident's estimated entitlements based on the resident permanently vacating after 1, 2, 5 and 10 years.</i></p>
B	<p>Is repayment subject to any precondition?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, tick each box that applies:</i></p> <p><input type="checkbox"/> Repayment is subject to the payment of a premium by a resident that wishes to occupy the residential premises of the former resident</p> <p><input type="checkbox"/> Repayment is subject to the administering body "buying back" the residential premises</p>

C	When is the administering body required to pay the resident?	<p><i>Tick the box that applies:</i></p> <p>The resident is to be paid the amount owed by the administering body:</p> <p><input type="checkbox"/> within 45 days of the day on which the resident ceases to reside in the retirement village</p> <p><input type="checkbox"/> within 7 days of another person occupying the premises formerly occupied by the resident</p> <p><input type="checkbox"/> if another person does not occupy the premises formerly occupied by the resident, at another time specified in the residence contract being:</p> <p><i>[Insert details of when the resident will be paid the amount owed by the administering body]</i></p> <p>.....</p> <p>.....</p>
10. Village operating funds ¹⁶		
A	What amounts are allocated in the village's operating budget for the current financial year?	<i>Annexure C contains a copy of the village's operating budget for the current financial year.</i>

		<p>If the village does not have a reserve fund(s), briefly explain how the costs of capital works and maintenance are managed:</p> <p>.....</p> <p>.....</p>
B	<p>When do residents pay the reserve fund contribution?</p>	<p><i>Tick the box that applies:</i></p> <p><input type="checkbox"/> Via recurrent charges payable [specify weekly, fortnightly, monthly]</p> <p><input type="checkbox"/> On or after permanently vacating</p> <p><input type="checkbox"/> Both of the above</p>
C	<p>The amount payable to the reserve fund by the former resident after permanently vacating is worked out as follows:</p>	<p><i>Tick the box that applies:</i></p> <p><input type="checkbox"/> [insert number] % of:</p> <p style="margin-left: 20px;"><input type="checkbox"/> premium paid by exiting resident</p> <p style="margin-left: 20px;"><input type="checkbox"/> premium paid by next incoming resident</p> <p><input type="checkbox"/> Other basis [specify details]</p>

12. Insurance				
A	Does the administering body pass on the costs of insurance cover for the retirement village (listed at item 12C) to residents? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tick the box that applies: If yes, insurance costs are paid via: <input type="checkbox"/> recurrent charges <input type="checkbox"/> a separate levy		
B	Are residents responsible for arranging any insurance cover for the residential premises that they occupy? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide details of the types of insurance residents are responsible for arranging:		
C	The retirement village is currently insured as follows:			
	Type of insurance	Maximum amount of insurance cover	Period of coverage	Excess payable in event of a claim
	Public liability			
	Workers compensation			
	Building (including refurbishment)			

	Other <i>[specify type]</i>		
13. Communal amenities			
The following communal amenities ²⁰ are available for all residents to use. <i>Tick each box that applies:</i>			
<input type="checkbox"/> Club house/social centre <input type="checkbox"/> Separate amenities <input type="checkbox"/> Activities or games <input type="checkbox"/> Arts and crafts <input type="checkbox"/> Billiards <input type="checkbox"/> Gym <input type="checkbox"/> Men's shed/workshop <input type="checkbox"/> Bowling green <input type="checkbox"/> Tennis court	<input type="checkbox"/> Swimming pool <input type="checkbox"/> indoor <input type="checkbox"/> outdoor <input type="checkbox"/> heated <input type="checkbox"/> not heated <input type="checkbox"/> Spa <input type="checkbox"/> indoor <input type="checkbox"/> outdoor <input type="checkbox"/> heated <input type="checkbox"/> not heated <input type="checkbox"/> BBQ area outdoors <input type="checkbox"/> Restaurant <input type="checkbox"/> Dining room	<input type="checkbox"/> Library <input type="checkbox"/> Computer station <input type="checkbox"/> Place for worship <input type="checkbox"/> Medical consultation room <input type="checkbox"/> Shop <input type="checkbox"/> Hair salon <input type="checkbox"/> Beauty salon <input type="checkbox"/> Village bus <input type="checkbox"/> Other <i>[specify details]</i>	

14. Communal and personal services		
A	This section provides information about the communal services ²¹ provided or made available to all residents in the village	<p><i>At Annexure D is a list of communal services currently provided or made available in the village (one per line). The services listed at items 15 and 16 do not have to be included in Annexure D.</i></p> <p>If communal services are not provided, make a statement to the effect that the administering body does not provide or make available any communal services in the village.</p>
B	This section provides information about the personal services that are currently provided or made available to residents on an individual basis	<p><i>At Annexure E is a list of personal services currently provided or made available in the village and the current fees charged for each service (one per line).</i></p> <p>If personal services are not provided, make a statement to the effect that the administering body does not provide or make available any personal services in the village.</p>
15. Security		
A	<p>Does the village have security arrangements in place for the communal areas ²² of the village?</p> <p><input type="checkbox"/> Yes</p>	<p><i>If yes, the security arrangements include:</i></p> <p><input type="checkbox"/> Security alarm</p> <p><input type="checkbox"/> Locked gates</p> <p><input type="checkbox"/> CCTV</p> <p><input type="checkbox"/> Security guard on site</p>

	<input type="checkbox"/> No <i>[If no, move to item 16A]</i>	<input type="checkbox"/> Other <i>[specify details]</i>
B	Is there any monitoring of the security arrangements listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes, specify details and frequency of monitoring:</i>
16. Emergency system		
A	Does the village have an emergency call system operating in the village ²³ ? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>[If no, move to item 17A]</i>	<i>If yes, provide details of the emergency call system, including the name of the current provider:</i>
B	If yes, the current cost to residents of the emergency call system is recovered from residents via:	<input type="checkbox"/> Recurrent charges <input type="checkbox"/> Additional cost per <i>[week/fortnight/month] \$</i>

C	The emergency call system is currently monitored between:	<input type="checkbox"/> 24 hours/7 days per week <input type="checkbox"/> am and pm <i>[number]</i> days per week
17. Resident restrictions		
A	Are there any restrictions on the use of residential premises or personal and community amenities in regard to:	<i>Tick each box that applies:</i> <input type="checkbox"/> Having someone else live with the resident? <input type="checkbox"/> Having a carer live with the resident? <input type="checkbox"/> Allowing a spouse or de facto partner to continue living in the village on the death of a resident? <input type="checkbox"/> Having visitors, including short-stay guests? <input type="checkbox"/> Allowing a house sitter to stay in a resident's absence? <input type="checkbox"/> Keeping pets?
B	<i>If any of the boxes in 'A' are ticked, provide at Annexure F a table of the relevant contract clauses or residence rules clauses that apply to any such restrictions or conditions of use of residential premises and personal and community amenities.</i>	

18. Accreditation		
A	<p>Is the village currently accredited?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Pending</p> <p><i>[If no, move to item 19A]</i></p>	<p><i>If yes or pending, which scheme is the retirement village accredited under or proposed to be accredited under?</i></p> <p>Provide the name of the retirement village accreditation scheme and key details including the year in which the village was last assessed against the accreditation criteria and accredited:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
B	<p>Do residents currently contribute to the expenses incurred for accreditation via a recurrent charge?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, specify the percentage of the expenses incurred for accreditation that residents have contributed or will contribute towards accreditation:</i></p> <p>[number] % of accreditation expenses is paid by residents</p> <p>Approximate amount per residence per year is: \$</p>

19. Residents' committee		
A	<p>Does the village currently have a residents' committee established under the <i>Retirement Villages Act 1992</i>?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>[If no, move to item 20A]</i></p>	<p><i>If the village does not have a residents' committee, explain how residents may communicate with management:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
B	<p>Is the function of the residents' committee currently vested in an incorporated association?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

B	<p>Is the waiting list fee refundable?</p> <p><input type="checkbox"/> on entry to the village?</p> <p><input type="checkbox"/> if the resident decides not to move into the village?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
22. Planning and development		
A	<p>Are there any plans for development in the village expected to commence in the next 18 months?</p> <p>Has planning permission been sought for the development of the village?</p> <p>Has planning permission been granted for the development of the village?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <i>[insert date of application]</i> </p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Pending</p> <p><input type="checkbox"/> Yes <i>[insert date of grant]</i> </p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Pending</p>

B	<i>If yes or pending, briefly describe the plans for development:</i>	
C	Do residents have access to documents relating to the development in the village expected to commence in the next 18 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Notes for Form 1:

1. All entry fees, recurrent charges, exit fees, and security bonds for rentals, are inclusive of GST if applicable.
2. A **premium** is an ongoing contribution paid by an incoming resident to the administering body to confer a resident's right to occupy a residential premise in the retirement village. The *Retirement Villages Act 1992* section 3(1) defines the term premium more fully.
3. Note that recurrent charges are ongoing costs that may increase annually.
4. The term **recurrent charge** under the *Retirement Villages Act 1992* section 3(1) means any amount (including rent) payable by a resident to the administering body of a retirement village on a recurrent basis. The recurrent charges referred to above do not include a reserve fund charge which is listed as a separate charge.
5. A reserve fund may also be referred to as a sinking fund. Residents may be required to pay ongoing reserve fund charges for maintenance work, as referred to in item 6A, as well as an amount calculated as part of the Deferred Management Fee (DMF), as referred to in item 7D.
6. This item identifies those amounts that the resident is directly responsible for paying to a third party that is independent of the administering body. That is, they are amounts paid in addition to any recurrent charge contributions for operating expenses. For example, if the administering body pays the council rates and water rates and recovers the expenses incurred through recurrent charge contributions towards operating

expenses then the tick boxes for “council rates” and “water rates” would not be ticked in item 6B.

7. For example retirement villages operated by a not for profit operator may not be subject to council rates.
8. For example charges for rubbish collection or an emergency service levy that apply independently of council rates.
9. The dollar amounts provided in the Tables in items 6E and 6F are historical amounts and are not a predictor of increases or decreases in recurrent charges that may apply in the future.
10. **Financial year** means the period of 12 months ending on 30 June (*Interpretation Act 1984* section 5).
11. **Financial year** means the period of 12 months ending on 30 June (*Interpretation Act 1984* section 5).
12. **Exit fees** may also be referred to as Deferred Management Fees (DMF), Deferred Fees or Deferred Facilities Fees.
13. Under the Act section 23(1) **permanently vacated**, in relation to a former resident and residential premises in a retirement village, means that —
 - (a) if required by the residence contract — the administering body has been given notice of the former resident’s intention to vacate the residential premises; and
 - (b) the goods and belongings of the former resident have been removed from the residential premises; and
 - (c) the former resident has ceased to reside in the residential premises; and
 - (d) the right to exclusively occupy the residential premises has been given up by the former resident (or, if the former resident is deceased, by the estate of the former resident) by returning the keys to the residential premises to the administering body.
14. **Evidence of death**, in relation to a deceased former resident of a retirement village, means —
 - (a) evidence of the grant of probate or letters of administration; or
 - (b) other evidence that the administering body of the retirement village accepts as evidence of the former resident’s death (*Retirement Villages Regulations 1992* regulation 9(1)).
15. **Refurbishment** work means maintenance, repair, replacement or renovation work carried out in respect of residential premises that return the residential premises to a reasonable condition (*Fair Trading (Retirement Villages Code) Regulations 2015* clause 22).
16. This section will be required to be completed as of 1 July 2016.

17. Provided under the *Fair Trading (Retirement Villages Interim Code) Regulations (No. 2) 2014* clause 5.5(1) or from 1 July 2016 provided under the *Fair Trading (Retirement Villages Code) Regulations 2015* clause 19(1)(a).
18. This section will be required to be completed as of 1 July 2016.
19. The total balance of the reserve fund(s) to be stated refers to the accounts available in the last financial year, as set out in the *Fair Trading (Retirement Villages Code) Regulations 2015* clause 19(1)(b).
20. Communal amenities may be varied by resident consent via a special resolution of residents (*Retirement Villages Regulations 1992* regulation 7C Table item 4).
21. Communal services may be varied by resident consent via a special resolution of residents (*Retirement Villages Regulations 1992* regulation 7E Table item 3).
22. See footnote 20.
23. See footnote 20.

Annexures

- Annexure A** Plan of the village indicating the location of residents', visitors', and caravan and/or boat parking.
- Annexure B** Table containing examples of estimated refund entitlement based on residents permanently vacating after 1, 2, 5 and 10 years.
- Annexure C** Village operating budget for the current financial year.
- Annexure D** Current communal services funded through recurrent charges or a levy.
- Annexure E** Current personal services and their fees.
- Annexure F** Relevant contract clauses or residence rules clauses that apply to restrictions or conditions of use of residential premises and personal and community amenities.

ESTIMATING REFUND ENTITLEMENTS

(Annexure B: Tables A and B)

**INSTRUCTIONS FOR COMPLETING EXAMPLES OF ESTIMATED
REFUND ENTITLEMENTS IN ANNEXURE B**

1. In Table A estimates must be provided based on an initial premium where the resident has no entitlement to an increase in value over the full period.
2. In Table B estimates must be based on an assumed refund entitlement to an increase in the value of the residential premises of 2% per annum over the full period.
3. Each column must be completed using the estimate for a typical residential premise of the type to be leased or purchased by the prospective resident.
4. If a particular amount is not payable a nil amount may be inserted.

Annexure B

Table A

ESTIMATED REFUND ENTITLEMENT*

(Based on an initial premium where the resident has no entitlement to an increase in value of the residential premises)

Initial premium paid by prospective resident is: \$.....	<i>At end of 1 year</i>	<i>At end of 2 years</i>	<i>At end of 5 years</i>	<i>At end of 10 years</i>
Value of initial premium	\$.....	\$.....	\$.....	\$.....
Deductions by the administering body	<i>At end of 1 year</i>	<i>At end of 2 years</i>	<i>At end of 5 years</i>	<i>At end of 10 years</i>
Exit fees (based on the fees referenced under item 7A)	\$..... \$.....	\$..... \$.....	\$..... \$.....	\$..... \$.....
Reserve fund (based on the fees referenced at item 7D)	\$..... \$.....	\$..... \$.....	\$..... \$.....	\$..... \$.....

Refurbishment costs (based on current average and estimated% increase per year)	\$.....	\$.....	\$.....	\$.....
Re-lease/sales and marketing costs (based on current average and estimated% increase per year)	\$.....	\$.....	\$.....	\$.....
Settlement, legal and administrative costs (based on current average and estimated% increase per year)	\$.....	\$.....	\$.....	\$.....
Management and administration fees (based on)	\$.....	\$.....	\$.....	\$.....
Any other fees and charges [explain].....	\$.....	\$.....	\$.....	\$.....
TOTAL DEDUCTIONS	\$.....	\$.....	\$.....	\$.....
TOTAL ESTIMATED REFUND ENTITLEMENT	\$.....	\$.....	\$.....	\$.....

*Note for Table A:

The values used in this example are for illustrative purposes only and do not guarantee a specific entitlement to a refund. Additional deductions may apply for amounts that may be payable for matters such as council rates, water, utilities and unpaid recurrent charges (if any).

Annexure B

Table B

ESTIMATED REFUND ENTITLEMENT*

(Based on an assumed entitlement to a refund on an increase in the value of the residential premises of 2% per annum over the full period)

Initial premium paid by prospective resident is: \$.....	<i>At end of 1 year</i>	<i>At end of 2 years</i>	<i>At end of 5 years</i>	<i>At end of 10 years</i>
Value of premium (based on an increase in the value of the initial premium of 2% per annum)	\$.....	\$.....	\$.....	\$.....
Deductions by the administering body	<i>At end of 1 year</i>	<i>At end of 2 years</i>	<i>At end of 5 years</i>	<i>At end of 10 years</i>
Exit fees (based on the fees referenced under item 7A)	\$.....	\$.....	\$.....	\$.....
Reserve fund (based on the fees referenced at item 7D)	\$.....	\$.....	\$.....	\$.....
Refurbishment costs (based on current average and estimated% increase per year)	\$.....	\$.....	\$.....	\$.....
Re-lease/sales and marketing costs (based on current average and estimated% increase per year)	\$.....	\$.....	\$.....	\$.....
Settlement, legal and administrative costs (based on current average and estimated% increase per year)	\$.....	\$.....	\$.....	\$.....
Management and administration fees (based on)	\$.....	\$.....	\$.....	\$.....

Any other fees and charges <i>[explain]</i>	\$.....	\$.....	\$.....	\$.....
.....	\$.....	\$.....	\$.....	\$.....
TOTAL DEDUCTIONS	\$.....	\$.....	\$.....	\$.....
TOTAL ESTIMATED REFUND ENTITLEMENT	\$.....	\$.....	\$.....	\$.....

*Note for Table B:

The value of residential premises in a retirement village will increase and decrease over time and be influenced by a range of circumstances including the national and international economy. The values used in this example are illustrative only and do not guarantee an entitlement to a specific refund amount. The 2% per annum increase is an arbitrary figure chosen to enable comparison between villages. Additional deductions may also apply.

[Form 1 inserted in Gazette 23 Mar 2016 p. 867-903.]

Form 1A

Retirement Villages Act 1992

[r. 4(b)]

Information statement for prospective resident — short-term residence contract

Under the *Retirement Villages Act 1992* section 13(2) the owner of residential premises in a retirement village is required to provide the following information to a person at least 10 working days before that person enters into a residence contract.

THE OWNER MUST ANSWER EACH OF THE FOLLOWING QUESTIONS IN WRITING BELOW EACH QUESTION —

Declaration by the owner

I *[name]*:

of *[address]*:

being the owner, or a person authorised to act on behalf of the owner of

[retirement village], certify that the information contained herein is to the best of my knowledge correct.

..... <i>[Signature]</i> <i>[Date]</i>
<p>Important notice to prospective resident</p> <p>Before signing a residence contract it is important that you:</p> <ul style="list-style-type: none"> • understand the enclosed information and its implications; • read all the terms of the contract; • seek independent legal advice, particularly if unsure about any details in the contract; • understand the legal basis of occupancy (e.g. a person who signs a lease does not own the premises); • understand the financial commitments involved, and in particular entry fees, ongoing costs and exit fees; • consider whether you have had satisfactory responses to any questions you ask; • consider whether communal living in a retirement village is right for you. 	

Disclosure statement for prospective resident

The owner, or a person authorised to act on behalf of the owner, must complete all sections of this disclosure statement in writing.

1. Retirement Village		
A	Name of the retirement village	Name:
B	Address of the retirement village	Address:
C	Has this village commenced operation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

D	<p>In which year was this village first constructed?</p> <p>Construction of subsequent completed stages.</p> <p>If the construction of the village is still to be completed, provide estimated completion dates for each stage still to be constructed:</p>	<p>Construction of the first stage was completed in [year].</p> <p>[Insert stage number(s) and year(s) of completion]</p> <p>.....</p> <p>.....</p> <p>[Insert stage number(s) and estimated date(s) for completion]</p> <p>.....</p> <p>.....</p>
E	<p>Aged care facility</p> <p>Is there an aged care facility adjacent to the village?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Important notice to prospective residents: The administering body cannot guarantee a resident a place in an aged care facility. To enter an aged care facility, a resident must be assessed as eligible through an aged care assessment in accordance with the <i>Aged Care Act 1997</i> (Commonwealth).</p>		
<p>2. Owner administering body/management of the retirement village</p>		
A	<p>Owner:</p> <p>Details of the owner of the land on which the retirement village facilities are located (individual/company/organisation):</p>	<p>Name:</p> <p>ABN:</p> <p>Address:</p> <p>.....</p> <p>Tel. number(s):</p>

B	<p>Administering body: If the village is administered by a person or entity other than the owner of the land, the details of that individual/company/organisation.</p>	Name: ABN: Address: Tel. number(s):
C	<p>Management representative: Is there a management representative available to residents?</p> <p><input type="checkbox"/> Yes</p> <p style="padding-left: 20px;"><input type="checkbox"/> Located onsite at the village</p> <p style="padding-left: 20px;"><input type="checkbox"/> Located offsite</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, provide details of when the manager is available onsite and how the manager can be contacted when not onsite including before, during and after working hours:</i></p> Name: Address: Tel. number(s):

3. Nature of residential premises (specific to the prospective resident)		
A	The type of residential premises is:	<p><i>Tick the type of residential premises the prospective resident proposes to occupy:</i></p> <p><input type="checkbox"/> Bedsitter</p> <p><input type="checkbox"/> One-bedroom</p> <p><input type="checkbox"/> Two-bedroom</p> <p><input type="checkbox"/> Three-bedroom</p> <p><input type="checkbox"/> Other [specify type] </p>
B	The term of occupancy:	<p><i>Tick the box that applies:</i></p> <p><input type="checkbox"/> 12 months</p> <p><input type="checkbox"/> Less than 12 months [<i>state term</i>] </p> <p><i>With [tick the box that applies, if any]¹:</i></p> <p><input type="checkbox"/> an option to renew or vary the residence contract on the same terms</p> <p><input type="checkbox"/> an option to move to a periodic tenancy on the same terms at the end of the fixed period</p> <p><input type="checkbox"/> an option to move to a new fixed term tenancy on the same terms at the end of the term</p>

<p>4. Parking amenities (specific to prospective resident's proposed residential premises) visitors' parking and parking for trailers, boats and caravans</p>		
<p>A</p>	<p>This section provides information about the garage and parking facilities that will be provided with the resident's individual residential premises, along with details of parking for visitors, trailers, boats and caravans.</p> <p>Will the prospective resident have a reserved garage and/or parking bay within the village?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Is there an additional amount payable to the premium or through recurrent charges to access garage or parking facilities?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Is there visitors parking available in the village?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If no, what are the parking arrangements:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>If yes, provide a brief explanation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>If yes, provide a brief explanation how much visitors parking is available:</i></p> <p>.....</p> <p>.....</p> <p>.....</p>

	<p>Is there trailer, boat and caravan parking available for the prospective resident to use?</p> <p><input type="checkbox"/> Yes (subject to availability)</p> <p><input type="checkbox"/> No</p> <p>Is there an additional amount payable for parking a trailer/boat/caravan?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Are there any other arrangements in place for the parking of vehicles, caravans or boats?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, provide a brief explanation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>If yes, provide a brief explanation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>If yes, provide a brief explanation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>At Annexure A provide a plan of the village indicating the location of residents', visitors', and caravan and/or boat parking.</p>
5. Ongoing amounts payable to the operator during occupation ² (specific to the prospective resident and the residential premises that the resident has expressed interest in)		
A	<p>To live in the village, the prospective resident will be required to pay the following amounts:</p>	<p><i>Tick each box that applies:</i></p> <p><input type="checkbox"/> Recurrent charges ³ per [week/fortnight/month] \$.....</p> <p><input type="checkbox"/> Reserve fund ⁴ charge per [week/fortnight/month] \$.....</p>

	<p><i>Tick whether the amounts apply to:</i></p> <p><input type="checkbox"/> single occupant</p> <p><input type="checkbox"/> couple</p> <p><input type="checkbox"/> not dependent on single/couple occupancy</p> <p>NB: The amount may vary each financial year depending on operating expenses.</p>	<p><input type="checkbox"/> Any other charges ⁵ per [week/fortnight/month] \$.....</p> <p>[specify other charges]</p> <p>..... \$.....</p> <p>..... \$.....</p> <p>..... \$.....</p> <p>Total amount payable [week/fortnight/month] \$.....</p>
B	<p>Other amounts ⁶ relating to the residential premises that are currently additional charges payable by the resident:</p>	<p><i>Tick each box that applies:</i></p> <p><input type="checkbox"/> Contents insurance [see also item 12]</p> <p><input type="checkbox"/> Council rates (not applicable to all retirement villages ⁷)</p> <p><input type="checkbox"/> Other council charges ⁸</p> <p><input type="checkbox"/> Water rates</p> <p><input type="checkbox"/> Utilities (electricity and gas)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

C	<p>Is the resident responsible for repairs and maintenance to the residential premises during their occupation of the premises?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, briefly explain the resident's responsibilities including whether the resident is to organise the repairs and pay for the repair:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
6. Village operating funds ⁹		
A	<p>What amounts are allocated in the village's operating budget for the current financial year?</p>	<p><i>Annexure C contains a copy of the village's operating budget for the current financial year.</i></p>
B	<p>Did the village have an operating surplus/deficit in the last financial year for which a financial statement ¹⁰ has been provided to residents?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>Tick the box that applies:</i></p> <p><input type="checkbox"/> The village operating surplus in the last financial year was: \$.....</p> <p><input type="checkbox"/> The village operating deficit in the last financial year was: \$.....</p> <p>Comment on any specific surplus/deficit budget arrangements:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

7. Payment and repayment of an amount paid on entry										
A	<p>Is the resident required to pay an amount to the administering body in consideration for or in contemplation of admission as a resident in the retirement village?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, state the amount ¹¹: \$.....</i></p> <p><i>If no, move to item 8.</i></p>								
B	<p>Is the resident entitled to be repaid the amount ¹² paid by the resident in consideration for or in contemplation of admission as a resident in the retirement village?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Are there any amounts that may be deducted from the amount paid on entry after permanently vacating the residential premises?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>At Annexure B complete the Table of a resident's estimated entitlements based on resident permanently vacating after one year.</i></p> <p><i>If yes, list the expenses and if known, the amounts:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Expenses</th> <th style="width: 50%; text-align: center;">Amounts</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Expenses	Amounts						
Expenses	Amounts									

C	When is the administering body required to pay the resident?	<p>.....</p> <p>.....</p> <p>.....</p>		
8. Insurance				
A	Does the administering body pass on the costs of insurance cover for the retirement village (listed at item 8C) to resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tick the box that applies: If yes, insurance costs are paid via: <input type="checkbox"/> Recurrent charges <input type="checkbox"/> A separate levy		
B	Are residents responsible for arranging any insurance cover for the residential premises that they occupy? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide details of the types of insurance residents are responsible for arranging: 		
C	The retirement village is currently insured as follows:			
	Type of insurance	Maximum amount of insurance cover	Period of coverage	Excess payable in event of a claim
	Public liability			
	Workers compensation			

	Building (including refurbishment)			
	Other <i>[specify type]</i>			

9. Communal amenities

The following **communal amenities** ¹³ are available for all residents to use.
Tick each box that applies:

<input type="checkbox"/> Club house/Social Centre <input type="checkbox"/> Separate amenities <ul style="list-style-type: none"> <input type="checkbox"/> Activities or games <input type="checkbox"/> Arts and crafts <input type="checkbox"/> Billiards <input type="checkbox"/> Gym <input type="checkbox"/> Men's shed/workshop <input type="checkbox"/> Bowling green <input type="checkbox"/> Tennis court	<input type="checkbox"/> Swimming pool <ul style="list-style-type: none"> <input type="checkbox"/> indoor <input type="checkbox"/> outdoor <input type="checkbox"/> heated <input type="checkbox"/> not heated <input type="checkbox"/> Spa <ul style="list-style-type: none"> <input type="checkbox"/> indoor <input type="checkbox"/> outdoor <input type="checkbox"/> heated <input type="checkbox"/> not heated <input type="checkbox"/> BBQ area outdoors <input type="checkbox"/> Restaurant <input type="checkbox"/> Dining room	<input type="checkbox"/> Library <input type="checkbox"/> Computer station <input type="checkbox"/> Place for worship <input type="checkbox"/> Medical consultation room <input type="checkbox"/> Shop <input type="checkbox"/> Hair salon <input type="checkbox"/> Beauty salon <input type="checkbox"/> Village bus <input type="checkbox"/> Other <i>[specify details]</i>
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10. Communal and personal services		
A	<p>This section provides information about the communal services ¹⁴ provided or made available to all residents in the village:</p>	<p><i>At Annexure D is a list of communal services currently provided or made available in the village (one per line). The services listed at items 11 and 12 do not have to be included in Annexure D.</i></p> <p><i>If communal services are not provided, make a statement to the effect that the administering body does not provide or make available any communal services in the village.</i></p>
B	<p>This section provides information about the personal services that are currently provided or made available to residents on an individual basis:</p>	<p><i>At Annexure E is a list of personal services currently provided or made available in the village and the current fees charged for each service (one per line).</i></p> <p><i>If personal services are not provided, make a statement to the effect that the administering body does not provide or make available any personal services in the village.</i></p>
11. Security		
A	<p>Does the village have security arrangements in place for the communal areas ¹⁵ of the village?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>[If no, move to item 12A]</i></p>	<p><i>If yes, the security arrangements include:</i></p> <p><input type="checkbox"/> Security alarm</p> <p><input type="checkbox"/> Locked gates</p> <p><input type="checkbox"/> CCTV</p> <p><input type="checkbox"/> Security guard on site</p> <p><input type="checkbox"/> Other [specify details]</p> <p>.....</p> <p>.....</p>

B	Is there any monitoring of the security arrangements listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes, specify details and frequency of monitoring:</i>
12. Emergency system		
A	Does the village have an emergency call system operating in the village ¹⁶ ? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>[If no, move to item 13A]</i>	<i>If yes, provide details of the emergency call system, including the name of the current provider:</i>
B	If yes, provide details of the emergency call system, including the name of the current provider.	<input type="checkbox"/> Recurrent charges <input type="checkbox"/> Additional cost per <i>[week/fortnight/month]</i> \$.....
C	The emergency call system is currently monitored between:	<input type="checkbox"/> 24 hours/7 days per week <input type="checkbox"/> am and pm <i>[number]</i> days per week

13. Resident restrictions		
A	<p>Are there any restrictions on the use of residential premises or personal and community amenities in regard to:</p>	<p><i>Tick each box that applies:</i></p> <p><input type="checkbox"/> Having someone else live with the resident?</p> <p><input type="checkbox"/> Having a carer live with the resident?</p> <p><input type="checkbox"/> Allowing a spouse or de facto partner to continue living in the village on the death of a resident?</p> <p><input type="checkbox"/> Having visitors, including short-stay guests?</p> <p><input type="checkbox"/> Allowing a house sitter to stay in a resident's absence?</p> <p><input type="checkbox"/> Keeping pets?</p>
14. Accreditation		
A	<p>Is the village currently accredited?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Pending</p> <p><i>[If no, move to item 15A]</i></p>	<p><i>If yes or pending, which scheme is the retirement village accredited under or proposed to be accredited under?</i></p> <p><i>Provide the name of the retirement village accreditation scheme and key details including the year in which the village was last assessed against the accreditation criteria and accredited:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

B	<p>Do residents currently contribute to the expenses incurred for accreditation via a recurrent charge?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>If yes, specify the percentage of the expenses incurred for accreditation that residents have contributed or will contribute towards accreditation:</i></p> <p>[number] % of accreditation expenses is paid by residents</p> <p>Approximate amount per residence per year is: \$.....</p>
15. Residents' committee		
A	<p>Does the village currently have a residents' committee established under the <i>Retirement Villages Act 1992</i>?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>[If no, move to item 16A]</i></p>	<p><i>If the village does not have a residents' committee, explain how residents may communicate with management:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
B	<p>Is the function of the residents' committee currently vested in an incorporated association?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

16. Resident consultation		
A	<p>What arrangements currently exist for a resident to be consulted in relation to the administration of the retirement village, including the making of residence rules and charging for the village operating costs that are payable by the resident?</p>	<p><i>Provide details of resident consultation:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
17. Waiting list		
A	<p>Does the village currently have a waiting list?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, is there a waiting list fee?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>[If no, move to item 18A]</i></p>	<p>If so, how much is charged?</p> <p><input type="checkbox"/> Waiting list fee \$.....</p>

B	<p>Is the waiting list fee refundable:</p> <p><input type="checkbox"/> on entry to the village?</p> <p><input type="checkbox"/> if the resident decides not to move into the village?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
18. Planning and development		
A	<p>Are there any plans for development in the village expected to commence in the next 18 months?</p> <p>Has planning permission been sought for the development?</p> <p>Has planning permission been granted for the development?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <i>[insert date of application]</i> </p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Pending</p> <p><input type="checkbox"/> Yes <i>[insert date of grant]</i> </p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Pending</p>
B	<p><i>If yes or pending, briefly describe the plans for development:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	

C	Do residents have access to documents relating to the development in the village expected to commence in the next 18 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
D	Do residents have access to documents relating to the development in the village?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Notes for Form 1A:

1. It is recommended that the residents, at least one month prior to the end of the term, ask the administering body what is proposed at the end of the fixed term.
2. Note that recurrent charges are ongoing costs that may increase annually.
3. The term **recurrent charge**, under the *Retirement Villages Act 1992* section 3(1), means any amount (including rent) payable by a resident to the administering body of a retirement village on a recurrent basis. The recurrent charges referred to above do not include a reserve fund charge which is listed as a separate charge.
4. A reserve fund may also be referred to as a sinking fund. Residents may be required to pay ongoing reserve fund charges for maintenance work, as referred to in item 5A.
5. For example "short-term rental payment" where this amount is payable separately to other recurrent charges.
6. This item identifies those amounts that the resident is directly responsible for paying to a third party that is independent of the administering body. That is, they are amounts paid in addition to any recurrent charge contributions for operating expenses. For example, if the administering body pays the council rates and water rates and recovers the expenses incurred through recurrent charge contributions towards operating expenses then the tick boxes for "council rates" and "water rates" would not be ticked in item 5B.
7. For example retirement villages operated by a not-for-profit operator may not be subject to council rates.
8. For example charges for rubbish collection or an emergency service levy that apply independently of council rates.
9. This section will be required to be completed as of 1 July 2016.

10. Provided under the *Fair Trading (Retirement Villages Interim Code) Regulations (No. 2) 2014* clause 5.5(1) or from 1 July 2016 provided under the *Fair Trading (Retirement Villages Code) Regulations 2015* clause 19(1)(a).
11. Total amount must be \$1 500 or less.
12. For example a security bond.
13. Communal amenities may be varied by resident consent via a special resolution of residents (*Retirement Villages Regulations 1992* regulation 7C Table item 4).
14. Communal services may be varied by resident consent via a special resolution of residents (*Retirement Villages Regulations 1992* regulation 7E Table item 3).
15. See footnote 9.
16. See footnote 9.

Annexures

- Annexure A** Plan of the village indicating the location of residents', visitors', and caravan and/or boat parking.
- Annexure B** Table of estimated refund entitlement based on resident permanently vacating after one year.
- Annexure C** Village operating budget for the current financial year.
- Annexure D** Current communal services funded through recurrent charges or a levy.
- Annexure E** Current personal services and their fees.
- Annexure F** Relevant contract clauses or residence rules clauses that apply to restrictions or conditions of use of residential premises and personal and community amenities.

Annexure B

ESTIMATED REFUND ENTITLEMENT*
(Based on an initial amount paid that is less than or equal to \$1 500)

INSTRUCTIONS FOR COMPLETING ESTIMATED REFUND ENTITLEMENT IN ANNEXURE B.

In the Table estimates must be provided based on an initial amount of \$1 500 or less payable to secure admission as a resident of the retirement village for a period of 12 months or less.

Initial amount paid by prospective resident is: \$.....	<i>At the end of one year</i>
Deductions by the administering body	<i>At the end of one year</i>
Fees and charges <i>[explain]</i>	
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
TOTAL ESTIMATED REFUND ENTITLEMENT	\$

*Notes for this Table:

1. The values used in this example are for illustrative purposes only and should not be interpreted as guaranteeing a specific entitlement to a refund.
2. Additional deductions may apply for amounts that may be payable for matters such as council rates, water, utilities and unpaid recurrent charges (if any).

[Form 1A inserted in Gazette 23 Mar 2016 p. 903-24.]

FORM 2
RETIREMENT VILLAGES ACT 1992
NOTICE OF RIGHTS UNDER SECTIONS 13 AND 14 OF THE
RETIREMENT VILLAGES ACT 1992

[r. 5]

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 10 working days before you enter into a residence contract.

UNDER SECTION 13 —

1. a residence contract shall be in writing;
2. at least 10 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;
 - (e) the documents set out in the *Retirement Villages Regulations 1992* regulation 6;
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 7 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 17 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 2 amended in Gazette 30 Dec 2004 p. 6926; 21 Mar 2014 p. 730; 24 Mar 2015 p. 1027.]

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

**Schedule 2 — Provisions and matters that must be
included in residence contracts**

[r. 7A]

*[Heading inserted in Gazette 24 Mar 2015 p. 1027.]***1. Statement on terms of access to aged care services**

The administering body of a retirement village
cannot guarantee that —

- (a) any proposed residential aged care facility will be constructed, or that any existing residential aged care facility will continue to be available; or
- (b) you will be allocated a place in, or have an automatic right of transfer to, any Commonwealth funded residential aged care facility (which provides accommodation for people who can no longer live independently); or
- (c) you are eligible to receive Commonwealth and/or State funded community care services (which provide support to assist people to continue to live independently).

Your entry to residential aged care facilities and your eligibility to receive aged care support services are subject to availability and to your

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ability to meet the eligibility and assessment requirements administered by the Commonwealth and/or State Government.

Aged care facilities and services are not regulated by the *Retirement Villages Act 1992* (Western Australia).

2. Notes

NOTES

1. The *Retirement Villages Act 1992* Part 4 sets out circumstances in which an application may be made to the State Administrative Tribunal including in relation to the following matters —
 - (a) a residence contract's compliance with a requirement of the *Retirement Villages Regulations 1992* (s. 55);
 - (b) a dispute about a service contract or the variation or cancellation of the terms of a service contract (s. 56);
 - (c) an increase in recurrent charges or imposition of levy (s. 57A);
 - (d) the transfer of a resident to other accommodation in the retirement village (s. 57);
 - (e) the termination of a resident's occupation of a retirement village (s. 58 and 59);
 - (f) the termination of a residence contract (s. 62 and 63).
2. The *Retirement Villages Act 1992* section 23 and the regulations made under that section set out limits to the liability of certain former residents of a retirement village to pay recurrent charges after permanently vacating residential premises in the village.

3. Regulations made under the *Retirement Villages Act 1992* section 25 set out matters in respect of which the administering body of a retirement village cannot demand or receive payment from a resident or former resident of the retirement village.

3. Statement about seeking independent legal and financial advice

Prior to signing this contract you are strongly advised to obtain independent legal and financial advice about your rights and duties under the contract.

[Schedule 2 inserted in Gazette 24 Mar 2015 p. 1027-30.]

Notes

¹ This is a compilation of the *Retirement Villages Regulations 1992* and includes the amendments made by the other written laws referred to in the following table. The table also contains information about any reprint.

Compilation table

Citation	Gazettal	Commencement
<i>Retirement Villages Regulations 1992</i>	10 Jul 1992 p. 3191-8	10 Jul 1992 (see r. 2 and <i>Gazette</i> 10 Jul 1992 p. 3185)
<i>Retirement Villages Amendment Regulations 1993</i>	8 Jan 1993 p. 26-7	10 Jan 1993 (see r. 2)
<i>Retirement Villages Amendment Regulations 1998</i>	30 Sep 1998 p. 5506-9	1 Oct 1998 (see r. 2)
<i>Retirement Villages Amendment Regulations 2003</i> ⁴	9 Sep 2003 p. 4047-52	1 Oct 2003 (see. r. 2)
Reprint 1: The Retirement Villages Regulations 1992 as at 7 Nov 2003 (includes amendments listed above)		
<i>Retirement Villages Amendment Regulations 2004</i>	30 Dec 2004 p. 6925-6	1 Jan 2005 (see r. 2 and <i>Gazette</i> 31 Dec 2004 p. 7130)
<i>Retirement Villages (Recurrent Charges, Prescribed Matters and Exemption Certificates) Amendment Regulations 2014</i>	21 Mar 2014 p. 722-30	r. 1 and 2: 21 Mar 2014 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Apr 2014 (see r. 2(b) and <i>Gazette</i> 21 Mar 2014 p. 721)
<i>Retirement Villages Amendment Regulations 2015</i>	24 Mar 2015 p. 993-1030	r. 1 and 2: 24 Mar 2015 (see r. 2(a)); Regulations other than r. 1, 2, 6, 8 and 12-14: 1 Apr 2015 (see r. 2(b)); r. 6, 8 and 12-14: 1 Oct 2015 (see r. 2(c))
<i>Retirement Villages Amendment Regulations 2016</i>	23 Mar 2016 p. 861-924	r. 1 and 2: 23 Mar 2016 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Apr 2016 (see r. 2(b))

² Under the *Alteration of Statutory Designations Order (No. 3) 2001* a reference in any law to the Department for Community Welfare is read and construed as a reference to the Department for Community Development.

³ Repealed by the *Veterans' Entitlements Act 1986* of the Commonwealth.

⁴ The *Retirement Villages Amendment Regulations 2003* r. 4(2) reads as follows:

- (2) Despite subregulation (1), if the owner of a retirement village is required, under section 13(2) of the *Retirement Villages Act 1992*, to give a statement containing information prescribed by regulation 4 of the *Retirement Villages Regulations 1992*, between 1 October 2003 and 31 December 2003 (inclusive), the owner satisfies the requirements of section 13(2) if either —
- (a) the form inserted by subregulation (1); or
 - (b) the form it replaced,
- is completed and signed.

Defined terms

[This is a list of terms defined and the provisions where they are defined.

The list is not part of the law.]

Defined term	Provision(s)
administering body	7I(1)
alteration	7G(1)
application fee	12(1)
arrange	4A
associated person	7D(1)
close associate	7I(1)
Code	4A
commencement day	9(1), 11(1), 13(1)
communal amenity	4A
communal service	4A
Corporations Act 2001	4A
essential service	7H(1)
evidence of death	9(1)
exit fee	4A
former resident	9(2), 10(1)
maximum rate	10(1)
new section 13 statement	13(1)
Note	4A
payment	3A(1), 11(1)
permanently vacated	9(2)
personal amenity	4A
personal service	4A
power of attorney	7I(1)
previous section 13 statement	13(1)
professional body	11(1)
recurrent charges	9(2)
related body corporate	4A
reserve fund	4A
security interest	11(1)
short-term residence contract	4A
short-term section 13 statement	13(1)
special resolution	11(1)
specified	4A
transitional period	13(1)
urgent repair	7H(1)