



Western Australia

Fair Trading (Retirement Villages Code) Regulations 1993

Compare between:

[08 Apr 1993, 00-b0-02] and [01 Oct 1998, 00-c0-06]

Western Australia

FAIR TRADING ACT 1987

Fair Trading (Retirement Villages Code) Regulations 1993

Made by His Excellency the Governor in Executive Council.

1. Citation

These regulations may be cited as the Fair Trading (Retirement Villages Code) Regulations 1993.

2. Commencement

These regulations shall come into operation on 10 January 1993.

3. Code of Practice prescribed

The Code of Practice set out in the Schedule and cited as the *Code of Fair Practice for Retirement Villages 1993* is prescribed under section 43 (1) of the *Fair Trading Act 1987* as a code of practice that applies in relation to retirement villages as defined in the *Retirement Villages Act 1992*.

4. Interpretation

Except where the contrary intention appears, words and expressions used in the Code set out in the Schedule have the same meaning as are given to them in the *Retirement Villages Act 1992*.

Schedule

CODE OF FAIR PRACTICE FOR RETIREMENT VILLAGES 1993

Foreword

An increasing number of retired people are finding the concept of retirement villages attractive. These villages exist in a number of forms with a range of tenures and accommodation types. Different financial arrangements and forms of contract include: lease, licence, a right conferred by shares, strata title, or freehold title. Retirement villages also differ widely with regard to the nature of care facilities available. Given the importance of the decision on whether to enter a retirement village, and if so which one, it is fitting that the industry should be regulated by a code of practice.

The Code has been prescribed under the *Fair Trading Act 1987*.

The Code has been prepared after extensive consultation with relevant industry and consumer groups and the Office of Seniors Interests.

The Code and the *Retirement Villages Act 1992* provide a package for the regulation of the retirement village industry that safeguards residents' rights and provides clear guidelines for the industry. The Code sets out the practices that apply to the promotion, sale and operation of retirement villages.

The Code will be reviewed periodically in consultation with the interested parties and changed where required.

Part 1 of the Code deals with general matters such as the meaning of terms used in the Code, its application and its relationship to the *Strata Titles Act 1985* and the *Fair Trading Act 1987*.

Part 2 sets out the objectives of the Code and principles that should guide the persons who provide retirement villages and related services.

Part 3 sets out the requirements as to disclosure of information with respect to advertising promotion, fees, charges and contract information.

Part 4 deals with termination of the contract and the financial aspects of termination.

Part 5 specifies the duties of village administering bodies and protects autonomy of residents in respect of personal and financial affairs.

Part 6 recognizes that disputes may occur in a retirement village and outlines the structures that may be needed to resolve them.

Schedule A sets out certain questions which must be answered by the owner. It is important that you read the questions and the answers supplied to those questions by the owner.

The provisions of the Code are mandatory, will be monitored by the Ministry of Consumer Affairs and can be enforced. The Code applies to all including the Crown who promote, develop, sell or administer, a retirement village.

Part 1 — Preliminary

1.1 Citation

This Code may be cited as the Code of Fair Practice for Retirement Villages 1993.

1.2 Definitions

In this Code —

“**date of the contract**” means the day on which the contract was signed by the last party to sign it.

1.3 Application

This Code applies to existing and new retirement villages. Parts 3 and 4 do not apply to any contract, agreement or arrangement made or entered into prior to this Code becoming effective unless that contract, agreement or arrangement is silent on a matter with which the Code deals. In that case, the provisions of the Code apply.

1.4 Strata Titles Schemes

Where accommodation in a retirement village is secured by strata title, the provisions of the *Strata Titles Act 1985* also apply.

1.5 Fair Trading Act 1987

The provisions of this Code should be read in conjunction with other relevant legislation. The *Fair Trading Act 1987* is applicable to residence contracts and other contracts concerning retirement villages.

Part 2 — Objectives and Principles

2.1 General

This Code sets out what is considered good practice in the promotion, sale and operation of retirement villages and complements the *Retirement Villages Act 1992*.

2.2 Objectives

Objectives of the Code are to:

- clarify the rights and obligations of residents and administering bodies in retirement villages and thereby promote fair trading practices in the provision of retirement villages and related services;
- facilitate the disclosure of all information to any interested person to give a clear understanding of the obligations and entitlements of residents and administering bodies;
- require contract documents for retirement village accommodation to contain full details of the obligations and entitlements of residents and administering bodies;
- facilitate resident input into the management of a retirement village;
- establish appropriate mechanisms for the resolution of disputes between residents and administering bodies or between residents; and
- encourage fairness in the development, promotion and provision of retirement villages in accordance with the Code.

2.3 General principles

The general principles guiding all those involved in the provision of retirement villages and related services are that:

- the well-being and interests of residents, together with the rights of administering bodies, shall be given due consideration;
- the freedom of decision and action of each resident must be restricted as little as possible and must be recognized in the relationship between a resident and the administering body of a retirement village;
- the relationship of residents with their family and past and present communities is important and must be recognized. This recognition must take account of the cultural, religious and linguistic background of the resident;
- a resident must be treated fairly and protected from abuse and exploitation;

- a resident has the right to complete autonomy over his or her property and personal and financial affairs.

Part 3 — Disclosure of Information

3.1 General

All promotional or sales material in respect of a retirement village, whether in written or oral form, must be honest, accurate and not in breach of any provision of this Code, the *Fair Trading Act 1987* or the *Retirement Villages Act 1992*.

Disclosure in Advertising Promotion

3.2 Development Consent

All necessary development consents must be obtained from the relevant authorities before any sales promotion of a retirement village is undertaken, provided that this does not preclude the carrying out of a market survey prior to any sales promotion. Where the development consent includes a requirement that the developer provide certain services for the life of the development, that requirement must be disclosed to the prospective resident under this Code.

3.3 Nursing Home Approvals

As nursing homes require licences to operate, any relevant approvals from the Western Australian Department of Health or the Commonwealth Department of Health, Housing and Community Services must be obtained before such facilities are promoted as being available to or associated with a retirement village.

3.4 Nursing Home Entry

Where any reference is made to nursing homes in any promotional or sales material provided by management of a retirement village, the following statement on the terms of entry to such facilities printed in 16 point type and boxed must be included unless the nursing home is fully resident funded:

<p>You should be aware that due to current Commonwealth policy guidelines on nursing</p>
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homes admission it is impossible for older people to be guaranteed admission to a nursing home.

3.5 Proposed Facilities and Services

Proposed facilities and services which are referred to in promotional or sales material must state the date of implementation and any conditions upon which the proposed facilities and services depend.

Disclosure of Fees, Charges, etc.

3.6 Warming up disclosures before the residence contract

The owner of residential premises in a retirement village shall ensure that the following information is given, in writing, to a person proposing to enter into a residence contract at least 5 working days before that person enters into the residence contract:

- a list of costs payable to enter the village;
- a list of all periodic charges or fees payable and the method of determining any variation;
- a list of services provided for those fees and details of any existing service contract by which the resident will be bound;
- a list of any additional or optional services provided and their respective cost;
- copies of all the contracts, or typical examples of all contracts, required to be entered into in order to reside in the retirement village;
- details of the costs associated with moving to and living in alternative accommodation within the village;
- circumstances in which a resident may be required to move to alternative accommodation within the village;
- upon request, a copy of the previous year's audited accounts of the village (or villages where more than one village is controlled by the same organization and separate financial statements are not maintained) if a village is established, or a detailed operating budget for the village if it is under construction;

- a copy of Schedule A to this Code and written answers below each question set out in that Schedule;
- a copy of the checklist set out in Schedule B to this Code;
- a copy of the residence rules (including any by-laws of the body corporate under the *Strata Titles Act 1985*); and
- a clear explanation of the refund entitlement, if any, if the contract is terminated. It must include any fees or commissions charged by the administering body on termination of a contract and detail the method used to make such determinations. A prospective resident should then be able to determine the final return due after say 1, 2, 5 and 10 years. This is to allow a meaningful comparison between the financial packages offered by different retirement villages.

3.7 Warming up disclosures before service contracts etc.

An administering body shall ensure that the following information is given, in writing, to a resident proposing to enter into a service contract or any other contract for the provision of facilities with the administering body at least 5 working days before that person enters into the contract:

- the costs payable under the contract, including all periodic charges and fees;
- details of the services or facilities to be provided under the contract;
- details of the notice and costs involved in terminating the provision of the services or facilities.

Contract Information

3.8 Legibility and Presentation Requirements

The residence contract and any other contract between an administering body and a resident of a retirement village must:

- be written in clear, concise and plain English;
- be printed in a size not less than 12 point type face.

The following statement must appear in 16 point type and be included in the contract:

I acknowledge that I have been given the opportunity to take a copy of the contract away and obtain independent advice.

3.9 Title and tenure

The residence contract must fully disclose:

- the legal basis of the occupancy; and
- the type and length of tenure secured.

3.10 Cooling-off periods

All residence contracts entered into after the commencement of the Code shall provide for a cooling-off period of not less than 5 working days after the date of the contract. If the information referred to in section 13 (2) of the *Retirement Villages Act 1992* is not provided at least 5 days before a residence contract is entered into, the cooling-off period for that contract is 10 days after the day on which the information is provided.

During the cooling-off period a person may withdraw from a residence contract by giving notice in writing to all other parties to the contract (unless the person has entered into residence in the retirement village during the cooling-off period). On withdrawing from a residence contract a person is entitled, subject to the provisions of section 14 (2) and section 75 of the *Retirement Villages Act 1992*, to full repayment of all moneys paid.

If a hostel unit is subject to regulations under section 10F of *Aged or Disabled Persons Homes Act 1984* of the Commonwealth, those regulations shall apply in relation to the payment of refunds.

3.11 Accommodation Unit

All residence contracts must contain a description of the fixtures, fittings and furnishings which are intended to be, or are provided in the accommodation unit.

The residence contract documents for a retirement village under construction must contain:

- plans that show the location, floor plan and significant dimensions of the accommodation unit;
- plans showing the location, size and other features of any separate carport, garage, storage or other area allocated to the resident.

The residence contract documents for an existing retirement village must identify:

- the specific address of the residence to permit easy identification;
- facilities such as carport, garage, storage or other area allocated to the resident.

3.12 Services and facilities

Contracts between an administering body and a resident relating to a retirement village must at the time of purchase:

- state all services and facilities that are provided by the administering body and state any separate charge for their use;
- state that where a service is provided by an independent agency, any potential restrictions on access to that service (e.g. some services may have eligibility criteria or waiting lists).

3.13 Accommodation Charges and Refund Provisions

All accommodation charges (i.e. any payment that is required to secure an accommodation unit in a retirement village) must be specified in the residence contract together with a resident's right to a refund, if any, on termination of the residence contract.

The contract must state clearly the method of the calculation of the refund and when it is to be paid.

If there is no provision for a full refund (less fair and reasonable administration and sales and refurbishment costs) within the first 6 months the following words must appear in the contract and be printed in not less than 16 point typeface and boxed:

IMPORTANT NOTICE

This contract does not provide a full refund, within the first 6 months.

3.14 Regular Maintenance and Service Charges

The residence contract and any other contract between an administering body and a resident of a retirement village must state:

- when maintenance fees are to be paid and what will be provided for those fees;
- the recurrent charges for the village's current financial year and the basis for their future determination;
- any regular maintenance or ongoing charges for which the resident will still be responsible if the resident leaves and the accommodation unit is not re-sold, released or re-occupied;
- who is responsible for the cost of replacement and maintenance of fixtures and fittings related to the accommodation unit.

3.15 Relocation

The residence contract must contain the following information regarding relocation or transfer of residents from self-care units to other accommodation units within the village:

- the circumstances under which the resident can transfer or be relocated;
- the financial arrangements which would apply in the event of such a transfer; and
- who is responsible for any regular maintenance or ongoing charges levied against the accommodation unit from which the resident will have moved.

3.16 Fees payable on termination of contracts

All fees which are payable by a resident on the termination of the residence contract shall be clearly set out in the residence contract and

in the answers to Schedule A. This shall include who is responsible for regular maintenance and other charges during a period of vacancy.

3.17 Code of Practice and Retirement Villages Act 1992

The residence contract must draw the resident's attention to the existence of this Code and the *Retirement Villages Act 1992* and clearly disclose the right of a resident to:

- have disputes heard by the retirement village's Village Disputes Resolution Committee;
- make complaints to the Ministry of Consumer Affairs for investigation and attempted resolution;
- in some cases, have access to the Retirement Villages Disputes Tribunal should the dispute remain unresolved; and
- rely on the provisions of this Code to have input into administration.

[Clause 3.17 amended in Gazette April 1993 p.2033.]

Part 4 — Termination of Contracts

4.1 General

Retirement villages are clearly marketed by the industry as permanent accommodation for residents of such villages. Therefore a residence contract may be terminated only in a limited number of circumstances, as set out in the *Retirement Villages Act 1992* or in the contract.

4.2 Termination by Tribunal

An administering body cannot terminate a residence contract. Subject to the provisions of the *Retirement Villages Act 1992*, an administering body may apply to the Tribunal to terminate a residence contract on any of the following grounds:

- that the resident's physical or mental health is such as to make the residential premises unsuitable for occupation by the resident;
- that the resident has breached the residence contract or the residence rules and has failed to rectify that breach;

- that the resident has intentionally or recklessly caused or permitted, or is likely intentionally or recklessly to cause or permit serious damage to the residential premises or injury to the administering body, an employee of the administering body or another resident;
- that the administering body would, in the special circumstances of the case, suffer undue hardship if the contract were not terminated.

The residence contract must contain a statement of the Tribunal's powers to terminate a residence contract and a statement that the administering body cannot terminate the contract.

4.3 Notice of termination

Where an administering body of a retirement village seeks an order to terminate a residence contract it must:

- give the resident 14 days written notice of its intention to apply to the Tribunal for an order terminating the contract;
- if the termination is being sought due to a breach of the residence contract or residence rules, specify the breach and give the resident the opportunity to rectify that breach within a reasonable and specified time;
- ensure that a notice of termination clearly states that the contract cannot be terminated without an order by the Tribunal; and
- advise the resident of his or her right to occupy the accommodation unit until a date fixed by the Tribunal.

4.4 Termination by resident

The manner in which a resident may terminate a residence contract after the expiration of the cooling-off period shall be set out in the contract. The maximum period of notice that an administering body may require of a resident or from the estate is 30 days written notice of intention to terminate the contract.

[Clause 4.4 amended in Gazette April 1993 p.2033.]

4.5 Payments on termination

Where a residence contract has been terminated by the resident in accordance with the residence contract and where the resident does not have the right to appoint or nominate his or her own agent for the purpose of disposing of his or her interest in the accommodation unit, the administering body must pay the resident any money due under the contract:

- within 7 days of the succeeding resident taking occupation; or
- in any other case within 45 days of the day on which the resident ceases to reside in the accommodation unit,

whichever occurs first.

Where a residence contract has been terminated by the Tribunal, the Tribunal will fix a date by which the resident must vacate the premises.

This in no way affects the rights of the administering body to set terms and conditions on the disposal of the resident's interest in the accommodation unit pursuant to the contract where the resident has the right to appoint his or her own agent.

Where a residence contract has been terminated by the Tribunal, the Tribunal may make an order for the payment or refund of money by the administering body to the resident or by the resident to the administering body.

If a hostel unit is subject to the *Aged or Disabled Persons Homes Act 1984* of the Commonwealth and in particular section 10F of that Act, the period within which the refund is to be paid is determined under the relevant Commonwealth regulation.

Part 5 — Village Management

5.1 Administering body's obligations

An administering body must create appropriate structures and procedures to provide residents with access to management information and allow input into the future planning and budgeting of a retirement village. Residents may choose the extent to which they

wish to participate in the affairs of the retirement village in accordance with the structures provided by the administering body.

Such structures must allow for:

- an Annual General Meeting of residents for each village within 5 months after the end of each financial year. Where more than one village is controlled by the same organisation, this requirement may be satisfied by each village holding its own meeting;
- the administering body to provide a clear written presentation of the financial position of the village or villages where more than one village is controlled by the same organisation and separate financial statements are not maintained. This should include information explaining fee increases, upgrading of facilities and any changes or additions to existing services;
- the presentation of audited accounts to residents upon request;
- input into the budget for each financial year;
- input by residents into any change to services or facilities, which involve either increased costs to residents (beyond those agreed to in the retirement village's budget) or may lead to the loss of amenity by residents;
- input by residents into any plans for expansion of the village;
- input by residents into proposals for the upgrading of buildings, fixtures or fittings where residents are financing either the whole or part of the capital or recurrent costs of the work;
- the formation of a Disputes Committee;
- input into the formation or variation of any set of residence rules.

5.2 Residents obligations

Each retirement village must establish a set of residence rules (which may consist of strata scheme by-laws) covering the obligations of residents to help maintain an acceptable quality of life for all in the village. The rules must be in sufficient detail to provide the means to avoid and resolve disputes.

5.3 Residents' privacy

A resident has a basic right to privacy in his or her personal accommodation unit, which must be respected by management. An administering body of a retirement village has the responsibility of facilitating a resident's quiet enjoyment of both personal and communal amenities.

This right of privacy is subject to the right of an administering body to inspect the premises as set out in the residence rules and the residence contract.

5.4 Autonomy over personal and financial affairs and personal property

A resident has the right to complete autonomy over his or her personal and financial affairs and personal property. A resident must be given access, upon request, to his or her personal records held by an administering body.

Part 6 — Dispute Resolution

6.1 Disputes

It is recognized that in any communal living situation such as a retirement village where facilities are shared, disputes between residents and an administering body may arise from time to time. This Code places particular emphasis on providing easy access to an informal and inexpensive forum to resolve disputes. However, there always remains an obligation on the parties to a dispute to attempt to resolve the dispute themselves.

The general aim should be to settle disputes at local level. The structures for settling disputes should start at the Village Disputes Resolution Committee. Parties may seek to negotiate through the Ministry of Consumer Affairs or seek a determination by the Tribunal.

6.2 Village Disputes Resolution Committee

Many disputes are due to simple misunderstandings or lack of suitable information. To assist in resolving these types of problems, the Ministry of Consumer Affairs provides an information and mediation

service to administering bodies and residents to assist in the resolution of disputes.

If an administering body has not already convened a Village Disputes Resolution Committee constituted in accordance with this Part, the administering body is required to convene a Village Disputes Resolution Committee —

- (a) within 90 days of the commencement of this Code; or
- (b) within 10 days of a dispute occurring,

whichever is earlier, and, in the case of an administering body which commences operations after the coming into operation of this Code the Village Disputes Resolution Committee is required to be convened within 90 days of the first resident entering into occupation of the retirement village.

The purpose of the Village Disputes Resolution Committee is to hear and mediate disputes within the village.

6.3 Composition of the Village Disputes Resolution Committee

The Village Disputes Resolution Committee shall consist of a panel of 3 persons being —

- a person appointed by residents;
- a person appointed by the administering body; and
- an independent person agreed to by the resident and the administering body appointees.

Where residents or the administering body, or the resident and the administering body appointees, as the case requires, fail to appoint a person to a Village Disputes Resolution Committee within 10 days after being required to do so —

- (a) in the case of a person to be appointed by the residents, the residents shall obtain from the Ministry of Consumer Affairs a list of persons willing to be so appointed;
- (b) in the case of a person to be appointed by the administering body, management shall obtain from the Retirement Villages Association or Aged Care Australia a list of persons willing to be so appointed;

- (c) in the case of an independent person, the administering body shall obtain from the Office of Seniors Interests a list of persons willing to be so appointed.

Where residents or the administering body or the resident and the administering body appointees, as the case requires, fail to appoint a person to a Village Disputes Resolution Committee within 10 days after receiving a list of persons willing to be so appointed, the Minister may appoint a person from that list to the Committee and any person so appointed shall be deemed to have been nominated in accordance with this clause.

6.4 Disputes procedures

The administering body and residents must determine the charter of the Village Disputes Resolution Committee. Where the administering body and residents have not agreed on a charter, the standard charter prepared by the Ministry of Consumer Affairs shall be deemed to be the charter. Where a dispute arises within the charter, either a resident or the administering body may apply to the Village Disputes Resolution Committee to have the matter heard. The Committee must meet as soon as possible after being notified of a dispute and hear the dispute in accordance with its charter. The Committee must advise the parties of its decision, in writing, within 10 days of the hearing.

If the Village Disputes Resolution Committee determines that a dispute cannot be resolved by it, it must advise the applicant to apply to the Ministry of Consumer Affairs or the Tribunal.

If the matter is not resolved by the Village Disputes Resolution Committee, either party may seek the assistance of the Ministry of Consumer Affairs whose officers will attempt conciliation.

Following a decision by the Village Disputes Resolution Committee either party may still apply to the Tribunal for a hearing. The details of the Tribunal's powers are contained in the *Retirement Villages Act 1992*.

Schedule A

EACH OF THE FOLLOWING QUESTIONS IS TO BE ANSWERED IN WRITING BY THE OWNER BELOW EACH QUESTION

1. What costs will be payable to enter the retirement village?

2. What periodic charges or fees will be payable and what method is used to determine these fees? What are the components of the maintenance fee?
3. What services will be provided for the fees payable?
4. What additional or optional services are provided and at what cost?
5. What costs are associated with moving to and living in alternative accommodation within the village?
6. In what circumstances would the prospective resident be required to move to alternative accommodation within the village or be transferred or re-located?
7. What is the refund entitlement if the residence contract is terminated? (include any fees or commissions charged by the administering body on termination of the contract and detail the method used to make the determination)
8. Does the prospective resident have to supply a medical certificate or report to certify his/her ability to live independently?
9. Will the prospective resident have to provide documentation of his/her medical conditions and medications?
If so, who will have access to it?
10. What restrictions will there be on the resident in the use of his/her accommodation unit and the village facilities in regard to —
 - having someone else live with him/her?
 - having visitors, including short stay guests?
 - car parking?
 - pets?
11. What type of public, private or village transport is available to residents?
12. If the accommodation unit is still under construction, can the prospective resident have input into the design, construction or furnishings of his/her unit?
13. Under what conditions can the residence contract be terminated and at what cost? (The conditions must include the procedures to be followed under the *Retirement Villages Act 1992*.)
14. What arrangements exist for residents to have input into management of the village, including the making of village rules and the setting of fees and charges?
15. What protection will the prospective resident have against a loss of rights (including accommodation rights) if the village is sold to another organisation?

16. Can the prospective resident be liable for any additional or extraordinary charges?
If so, under what circumstances?
17. Are there any restrictions on the sale of an accommodation unit (e.g. sole agency)?
What happens if there is a dispute over the sale price?
18. What are the qualifications and experience of the retirement village's senior management?
19. What are the rights of the prospective resident to compensation for capital improvements made to the accommodation unit at the resident's expense?
20. What entitlement does a resident have to a refund of deposit monies if a village, planned or under construction, is not completed?
21. By what percentage did the maintenance fee increase during the previous financial year?
22. What provision is there for a sinking fund for major maintenance and replacement?
23. Is there a service contract already in existence which will bind the resident? How can the service contract be varied or cancelled?
24. What are the arrangements and fees for any necessary insurance cover?
25. Is there an emergency call system?
If so, when is it monitored?
How much does it cost?
Who is responsible for responding to the calls?
In the event of an emergency who will be called?
If hospitalisation is required where will a person normally be taken?
26. If hospitalisation or nursing care is required, how long will the resident's accommodation unit be kept in the name of the resident?
27. In the event that hospitalisation or nursing care is required, what ongoing costs would the prospective resident incur with his or her existing unit?

[Schedule A amended by Gazette 8 April 1993 p.2033.]

Schedule B

CHECKLIST FOR RESIDENTS

It is important for you to carefully read and consider the following questions before entering a retirement village, as entry into a retirement village may require you to make a substantial financial commitment and may significantly alter your lifestyle.

This checklist is to be used as a guide only and should not deter you from seeking further advice.

General

1. Why do I wish to move from my existing home?
2. Am I moving because of recent bereavement and have I allowed enough time before making the decision to move?
3. Will the lifestyle in the village necessarily suit me?
4. Have I considered other retirement village options or buying a smaller unit in my present neighbourhood?
5. Am I moving to be near my family?
If they move away, how easy will it be for me to move out of the village and what are the financial implications?
6. Have I talked to residents living in the retirement village or would I prefer to find out first-hand the details of this type of living?
7. Is the chosen village accessible to my friends and family?
8. How is the village managed?
Is there resident participation?
9. Have I examined the retirement villages *Code of Fair Practice for Retirement Villages 1992* which is part of the information package to which I am entitled?
10. May I take my own furniture?
Will it be suitable?

Health and Welfare Concerns

11. Will I be requested to supply a medical certificate or report to certify my ability to live independently?
12. Will I need to agree to a medical examination as a condition of entry?
13. If housekeeping and meal services are available, what are the costs?
14. What nursing or personal care services are provided?
What are their costs?
15. Do I have an effective emergency call system?
If so when is it monitored? How much does it cost? Who is responsible for responding to the calls?
16. If the village has its own medical consultant, how often does he/she attend?
May I retain my own medical consultant?

17. If I am hospitalised or need nursing care, how long will my accommodation unit be kept in my name?
18. If I am temporarily hospitalised or need nursing care, what ongoing costs would I incur with my existing unit?
19. Have I sought advice from the Residential Programs Branch of the Commonwealth Department of Health, Housing and Community Services to determine whether a nursing home or government subsidised hostel has been approved within or near the location of the retirement village?

Activities and Amenities

20. What recreational facilities are provided?
Are they free?
21. May I have friends to stay and are there any conditions governing their stay?
22. Are pets permitted?
23. What type of public or private transport is available?
24. Is there a garden area for my use?
If so, who looks after it?

Building and Construction

25. If the village is planned or under construction, what guarantee do I have that it will be completed as proposed?
26. Is there any opportunity for the accommodation unit to be modified prior to completion?
27. Who is responsible for maintenance?
28. What is the cost of maintenance?
29. Are carpark and storage facilities provided?
Are they included in the initial cost?
30. What are the security arrangements?
31. In the event that I become disabled, is the building accessible by wheelchair?
32. What design features are related to frailty in the accommodation unit and the village?
33. What building modifications or capital improvements am I permitted to make?
Am I entitled to any compensation for capital improvement upon termination of the residence contract?

- 34. What insurance cover do I need to arrange?
- 35. What insurance cover is there on common property?

Financial Matters

- 36. Have I considered all the financial implications of the scheme?
- 37. Have I sought independent advice?
- 38. When I vacate my accommodation unit, when can either I or my estate expect to receive a refund?
- 39. Is the accommodation unit capable of being sold or transferred?
What restrictions are there?
- 40. Is a deposit requested on the accommodation unit?
- 41. What security do I have over my deposit?
- 42. Under what circumstances will my deposit be refunded?
- 43. Do I understand how the maintenance fee is calculated?
- 44. How will increases to the maintenance fees be calculated?
- 45. Will I be able to afford maintenance/service fees?
- 46. Do I need to request a copy of the village's audited accounts or a detailed operating budget if the village is under construction?
- 47. Will my occupancy prevent me from obtaining any government concessions and/or care services?

Legal Implications

- 48. Do I understand the legal obligations under the agreement?
Do I need to seek separate legal advice?
- 49. Before I sign the contract, have I received all the information required to be given to me under the *Fair Trading (Retirement Villages Code) Regulations 1993* and the *Retirement Villages Act 1992*?

NOTES

Notes

- ^{1.} This is a compilation of the *Fair Trading (Retirement Villages Code) Regulations 1993* and includes the amendments referred to in the following Table.

Compilation table

Citation	Gazettal	Commencement
<i>Fair Trading (Retirement Villages Code) Regulations 1993</i>	8 Jan 1993 pp.85-104	10 Jan 1993 (see r. 2)
<i>Fair Trading (Retirement Villages Code) Regulations 1993</i>	8 Apr 1993 p.2033	8 Apr 1993
<u>These regulations were repealed by the <i>Fair Trading (Retirement Villages Code) Regulations 1998</i> r. 5 as at 1 Oct 1998 (see <i>Gazette</i> 30 Sep 1998 p. 5483)</u>		