



Frequently asked questions

What are my responsibilities when I move into the village?

As you move in, you'll need to contact your electricity, telephone and internet providers to establish connections to your apartment.

What if my health needs change while I am living independently?

If there are any major changes to your health that could substantially affect your safety and suitability to live independently, we will discuss these with you at the time. It may be that a further medical report is required, or you may decide that you would like to move somewhere that offers a higher level of care. Wesley Retirement Living is committed to doing all we can to make sure your needs are met in the most appropriate and caring way.

Can I be guaranteed entry into Residential Aged Care accommodation when required?

We will do all we can to facilitate your admission to the appropriate level of care in one of Wesley Mission's Residential Aged Care villages when your needs change and you require a higher level of care. Under the Aged Care Act 1997 and associated regulations, places are allocated on a 'needs' basis and entry is subject to availability and an assessment for admission by a Commonwealth approved assessment authority. You and your family or nominated representative are encouraged to explore the options available to you and arrange for appropriate and available care when that is required.

What are the legal requirements?

The only formal documentation is the Residence and Service Contract. This Contract must be signed by both the applicant(s) and Wesley Community Services Limited. This document (together with the Village Rules) defines and governs all future issues affecting the apartment. Entry into the Village is dependent on the Contract being executed.

The form of Contract is in accordance with the standard Contract used by all Retirement Living Villages in New South Wales. The rights you acquire under the Residence and Service Contract is a Licence of Occupancy subject to certain conditions as referred to in the Contract. It is not the purchase of the apartment nor does it convey ownership in that sense.

Before signing any contract, including our Residence and Service Contract, it is important that you seek independent legal advice. You will be liable for your own costs of obtaining legal advice. You will also be liable for one half of the legal and administrative costs incurred by Wesley Mission in relation to your contract (this one-half amount is currently only \$200). No stamp duty or registration fees are payable in relation to the contract.

Note that under current legislation* we cannot legally enter into any contract with you earlier than fourteen (14) days after you have received the contracts. We suggest you obtain legal advice during this stage.

Payment of the balance of the Ingoing Contribution will be required within two months of your receiving the contracts, but in any case, prior to the commencement of occupancy, unless special conditions are negotiated.



Can I sell or assign my apartment?

When you become a resident of a Retirement Living Village you take on the responsibility of a licensee and the apartment remains the property of Wesley Community Services Limited (or the Property Trust). The apartment is granted to you personally and cannot be sold or assigned to another. In the event that your partner or spouse needs to leave or dies, your licence remains in place.

Can I terminate my Residence and Service Contract?

Yes, as a resident your rights are protected by current legislation*. Section 20 of the Residence and Service Contract (which is in compliance with the provisions of the Act), describes the conditions under which you may terminate the contract. You may at any time vacate the apartment upon giving one month's notice in writing.

Can I move, or be moved, from one part of the village to another?

When choosing your apartment, we encourage you to take the time you need to make sure your accommodation meets your needs and preferences. If you would like to move to another apartment within the village we would encourage you to discuss this with the Village Manager. Transfers between apartments are generally due to medical or care need and at the discretion of management.

If your care needs change and you are permanently transferred to a Residential Aged Care facility the Incoming Contribution due under your Residence and Service contract will be repaid to you, minus any Deferred Management Fee and outstanding recurrent charges as referred to in the Contract, except where: it is your express wish that the money remain on loan or as a gift to Wesley Mission you would prefer to use the refund as a credit towards your accommodation bond or charge for your Residential Aged Care accommodation. If you are transferred to another apartment at the village, or to another Residential Aged Care facility (operated by Wesley Mission or another aged care provider) a new contract will be drawn up for you.

When I leave, will I be responsible for selling my apartment?

No. Wesley Mission will take care of all the administration, cleaning and renovating of the apartment.

*Current legislation referred to in this document includes the Retirement Villages Act (1999), Amendments Act (2008) and Retirement Villages Regulations (2009).