

# WESTMONT APARTMENTS



## GENERAL INFORMATION

*All Enquiries:*

*Westmont Aged Care Services Ltd  
265 Baranduda Boulevard  
BARANDUDA VIC 3691  
Telephone: (02) 6043 9832*



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# **Welcome to Westmont Village - Assisted Living Apartments**

## **1. Introduction**

The purpose of this booklet is to provide general information on Westmont Apartments – part of the retirement Village project of Westmont Aged Care Services Ltd at Baranduda.

It will provide answers to the most commonly asked questions and will assist you in making your decision on entering one of our modern purpose built Apartments.

This booklet forms part of our total information package. Should you require an information package, or if you have any questions, please contact the Village Manager.

## **2. Background Information**

Westmont Aged Care Services Ltd commenced operations in August 2004. For many years and prior to this operations were as Vermont Court Elderly Persons Home and Westlands Hostel at their respective sites within the City of Wodonga. In December 2008 operations commenced as Westmont Homestead at Baranduda. In April 2010 Westmont opened the first stage of our Village in the form of 20 one bedroom Assisted Living Apartments and Community Centre .

These developments continue the Westmont Strategic Plan of providing for “ageing in place” - a Commonwealth Government supported policy for the provision of aged care services.

Westmont Village was established in November 2009 with registration under the Victorian Retirement Villages Act 1986.

## **3. Retirement Village Act 1986**

This Act has been gazetted to ensure that the rights and responsibilities of Village owners, operators and residents are clearly stated. Contact Administration If you wish to view the Act - a loan copy can be made available to you.

Westmont and each resident is subject to the terms and conditions of the Agreement, as defined in this booklet. Should you wish clarification of the terms of the Agreement, you may enquire with Westmont Management or seek appropriate legal advice.

## **4. Westmont Village**

Westmont Village currently consists of forty (40) one bedroom Assisted Living Apartments in Stage 1 and 2 and 123 two and three bedroom Villas. All Westmont residents may enjoy the use of both the Community Centre and the Ray Snell Recreation Centre incorporating lounges, function centre, dining and bar facilities as well as meeting rooms plus indoor and outdoor bowls.

The existing Apartments have been built in two stages.

## **5. Availability of Apartments**

If you wish to be placed on the waiting list for a future Apartment, please contact the Village Manager.

## **6. The Right to Occupy and Lease Agreement**

### **The Right to Occupy**

Residents do not purchase an Apartment, but rather lease from Westmont. Please note the right to occupy is for the person/s named on the lease. Any other person residing in the Apartment will need to vacate the Apartment if the lessee vacates for any reason what so ever. Westmont will consider allowing a resident not named on the lease to remain in the Apartment provided that resident enters into a Lease Agreement with Westmont and pays the lease premium.

### **What is a Lease Premium ?**

Residency in an Apartment is provided by the Lease Agreement. This means that the resident makes an ongoing contribution to Westmont Aged Care Services Ltd called a lease premium and in return the resident receives a right to occupy the Apartment under the terms and conditions of the lease.

When the residency ends and another lease premium is received (or in accordance with the agreement) the departing resident receives the amount of the original lease premium reduced by a deferred payment amount.

The details are expressed in the Lease documents which is signed when a commitment is made to live in the Village. The right to occupy commences when the lease premium is signed. Payment of the full lease premium is due to be settled shortly after moving into the Apartment.

### **What are the benefits?**

Because there is no change of ownership involved, the resident is not subject to stamp duty, or title registration fees on entry. This is a significant saving compared with the purchase and sale of a similar property or Apartment in the community, this can save thousands of dollars. Fees for preparing the lease will apply.

### **How does Westmont Aged Care Services Ltd use the lease premium?**

The lease premium on an Apartment covers the cost of construction and a share of the cost of other Village amenities. Part of each subsequent lease premium contributes a component to the operating surplus which gives Westmont Aged Care Services Ltd the capacity to:

- Carry out periodic upgrades and refurbishment to facilities
- Adapt facilities to the changing expectations of residents/clients
- Update and improve common use facilities
- Provide an equity component for the financing of expansion.

The Lease Agreement documents will be available for perusal by you and/or your solicitor prior to any contractual commitment. It is recommended that you seek legal advice.

### **How secure is the lease premium?**

Westmont Aged Care Services Ltd has been in operation since August 2004 and its precedent bodies for many years prior to that.

All accounts and records are prepared in accordance with Australian Accounting Standards and Department of Health and Ageing requirements. Company audited statements are available on request.

Funds are available to repay the balance of the lease premium on exiting Westmont Village, as calculated according to the agreement.

Residents will be provided with, and required to sign, a Lease Agreement that will set out all terms and conditions of retirement living at the Village.

It is strongly recommended that you obtain independent legal advice before signing any documents.

### **Example of Refunds on a Lease Premium**

The ingoing lease premium payment is made to Westmont Aged Care Services.

Westmont's rate of retention is year one 9%, year two a total of 16%, year three a total of 21%. A maximum of 21% is retained over the life of the lease premium.

#### **Note:**

1. Non-refundable amounts are calculated daily and operate until the Apartment is vacated and keys returned to the Village Manager
2. Should you require specific details on the amount of deferred payment for your Apartment, please contact Westmont Finance Office on (02) 6043 9999
3. The following example is an estimate only and the figures shown cannot be guaranteed.

The refund, as determined by the following formula, will be paid:

- Within 14 days of Westmont Village receiving an Ingoing Lease Premium for that Apartment; or
- No later than six months of the Resident vacating the Apartment and returning keys to Westmont.
- In the event of the death of the resident the Lease Premium will not be refunded until Probate is produced

Example: Ingoing premium - \$290,000  
Estimated Exit Refund.

Note: 1. No additional retentions after year three assuming

<b>End of Year</b>	<b>Deferred Payment (non refundable amount) \$</b>	<b>Balance of Lease Premium \$</b>	<b>Estimated Exit Refund \$</b>
1	26,100	263,900	263,900
2	46,400	243,600	243,600
3	60,900	229,100	229,100
4	0	229,100	229,100

Insurance premium for all buildings (note: contents insurance is the responsibility of the resident and is recommended that residents obtain contents insurance), rates, taxes, charges and assessments payable to any government, local government or statutory authority and the cost of compliance with the requirements of such bodies, electricity, gas and water charges are the responsibility of Westmont Aged Care Services.

## **7. Maintenance**

A General Services fee is paid and provides services to maintain your Apartment and gardens:

- Repairs and general maintenance of community building, grounds and gardens
- External and internal maintenance of Apartments resulting from normal wear and tear
- Cost of administration and accounting
- Annual internal/external pest control of all buildings
- Waste disposal
- Security
- Maintenance of plant and equipment provided in the Apartments (air conditioning system, stove, hot water service, water tanks etc)
- Gardening, landscaping and maintenance of common garden areas.

## **8. Alterations and Additions**

No alterations or additions are allowed to Apartments.

## **9. Emergency Call System**

An emergency call system is available to residents. At Westmont Village the system will be part of the Apartment cost, and Westmont Aged Care Services will maintain this system. More details are available from Westmont management.

## **10. Securing an Apartment – Financial Arrangements**

A commitment to lease the Apartment is made on paying a deposit of 5 % of the lease premium and signing the lease.

If circumstances change and you do not become a resident, the deposit will be refunded less any costs of administration.

Full payment of the lease premium will be required on occupancy.

On taking up occupancy of the Apartment, you will be required to pay the General Services fee which covers the relevant outgoings in respect to ground and building maintenance, insurances, public lighting, administration costs, etc. The General Services fee is reviewed annually. The General Services fee is payable after a resident leaves the Apartment for a maximum period of six months or until a new resident occupies that Apartment.

Other fees are also payable for catering, personal services and the Capital Replacement fund contribution. Please review these fees in your lease agreement.

### ***Policy on Waiting list for Westmont Village***

- Prospective resident to be placed on this list. These will be recorded in order of receipt.
- When an existing Apartment becomes available, the person first on the waiting list will be offered that Apartment.
- If we are unable to contact this person within one week or if this Apartment does not meet their requirements, the next person on the waiting list will be offered the Apartment.
- A prospective resident can remove their name from the waiting list at any time. Refusing an Apartment will not remove your name from the waiting list or forfeit your position on the list.
- There is no fee involved to be placed on the waiting list.

## **11. Basic Rights and Management**

### **a/ Resident's Rights**

Westmont Aged Care Services respects the resident's right to privacy while living at the Village.

Westmont management accepts the responsibility of facilitating resident's quiet enjoyment of both their personal accommodation and share facilities.

Westmont management has the responsibility to exercise its duty of care for residents who live at Westmont.

### **b/ Personal and Financial Matters**

All residents have the right to complete autonomy over their personal affairs, financial and other matters and possessions. Residents can access their personal file created by Management for Westmont Village residents at any time.

## **12. Additional Care Services**

Should a resident require additional assistance, such as Community Aged Care Packages or Home Care, Westmont can assist residents in contacting these services.

Westmont can also provide care services through *Westmont Community Care Services* such as housework or personal care services. There is no obligation to use *Westmont Community Care Services*.

Westmont Community Care Services is an approved provider of Veterans Home Care Services also.

## **13. Management Responsibilities**

### **a/ Maintenance**

The maintenance of the Apartments and gardens is the responsibility of Westmont Management as set out in Section 7 of this information book. Residents are asked to report maintenance requirements to the Westmont Administration office either by telephone or in person, for the maintenance staffs' attention.

### **b/ Waste Disposal**

Weekly collection of waste is provided by an approved contractor and payment is the responsibility of Westmont.

### **c/ Rates and Taxes**

Westmont Apartments component of the Westmont Village is responsible for all rates, water rates, sewage rates and taxes on its property. Residents are encouraged to minimise the use of water in their gardens.

### **d/ Electricity and Gas**

Residents of the Apartments are not separately charged for electricity. Westmont Village is responsible for all electricity and gas charges.

## **14. Resident's Responsibilities**

### **a/ Telephone and Internet**

There are telephone/internet points throughout the Apartments. A telephone system is installed by Westmont Aged Care Services Ltd. There is an additional monthly cost.

More details on this system will be provided on entry to the Apartments.

**b/ Insurance**

Westmont insures its buildings and staff for personal risk policies. However, it does not cover the loss, damage or theft of your own personal belongings or furniture.

This is each resident's responsibility and the resident should contact an insurance company and cover these items. See also Section 23 – "Public Liability Insurance". If residents are in any doubt about this issue, please do not hesitate to discuss the matter with Management.

**c/ Doctor**

All medical services are the responsibility of the residents. Residents are entitled to be seen by the doctor of their own choice. However, if residents do not have their own doctor, Westmont can assist by providing a list of the local doctors.

**d/ Ambulance**

All journeys made in an ambulance are the responsibility of the resident. It is very important to leave with Westmont management the current address of your nearest relative or next of kin or someone that you would wish to have contacted in an emergency.

**e/ Changes to Apartments**

No changes are allowed to Apartments.

**f/ Maintenance**

Residents are expected to report maintenance issues promptly to Westmont administrative staff who will arrange for these to be attended to as quickly as possible.

**g/ Fire and Safety Precautions**

Each Apartment has a smoke detector and heat sensor fitted. Emergency evacuation notices are posted on the backs of the Apartments' front doors. All residents are encouraged to read and practise the evacuation procedure often.

In the interests of safety, residents are not allowed to smoke in the Apartments and not to use unauthorised and dangerous heaters. Any emergency fire brigade callout as a result of cigarette smoking will be charged back to the resident's account.

**h/ Fixtures and Fittings**

No additional fixtures and fittings such as blinds or curtain tracks may be fitted. If you wish to discuss this please contact Management.

**i/ Noise**

It is the resident's responsibility to keep noise to a level suitable to the resident and neighbours. As a courtesy, if the resident has difficulty hearing, headphones/ earphones for the television/radio and stereo should be used.

**j/ Heating**

All Apartments are equipped with hydronic (hot water) heating. No additional heaters in Apartments are allowed. Electric blankets are detrimental to your health, are a potential fire hazard and are unnecessary due to the effective ambient heating of the hydronic system. Please discuss the matter of heating with Westmont management.

**k/ Washing**

It is the resident's responsibility to ensure that washing is hung on laundry washing lines. Hanging washing on rails, fencing or over the hydronic heaters is strongly discouraged.

**l/ Parking**

It is the resident's responsibility to park in the space provided and to ensure that visitors park in the allocated areas.

**m/ Absences/Holidays**

To avoid unnecessary concern for residents' well being, residents are asked to advise Administration and/or notify Kitchen when absent - either for mealtimes, the day or for a longer period.

This also ensure that the Apartment is checked regularly for security and garden maintenance.

**n/ Payment of Fees**

Fees are payable monthly in advance by direct debit, and commence from the agreed date of entry to the Apartment.

**o/ Vacation of Apartments**

If an Apartment is vacated permanently, the Apartment must be cleared of all possessions and furniture by the resident or his/her representative within fourteen (14) days or by agreement with Westmont management.

**p/ Living in Harmony**

The resident is responsible for endeavouring to live in harmony with neighbours. Living in an assisted living Apartment has wonderful advantages, and this can be further assisted by harmonious relations between residents.

**q/ Communication of Problems**

Westmont Village has a desire to ensure that the resident's lifestyle is as comfortable as possible and in order to facilitate this it is imperative that the resident communicates any problems as soon as possible.

**r/ Accidental Breakage**

The resident accepts that staff entering the Apartment with the resident's permission in the course of their duties are not responsible for accidental damage to the resident's personal property.

**s/ Electrical Appliances**

The resident is responsible for exercising caution when dealing with electrical appliances, especially power boards and plugs. It is requested that all electrical equipment is tested and tagged before occupancy of the Apartment commences, please contact the administration staff. Our staff can arrange the 'test and tag' of electrical equipment for a nominal fee.

### **t/ Apartment Cleanliness**

It is the resident's responsibility to maintain the Apartment in a good state of repair and tidiness, Westmont will clean the Apartments once per week. Westmont Management has the right to inspect an Apartment after giving reasonable notice.

### **u/ Transport**

All personal transport is the responsibility of the resident. Dysons Motorways provide a regular bus service to Wodonga. They run five days per week, and a copy of their bus timetable is available from the Community Centre Reception.

### **v/ Personal Information**

It is the resident's responsibility to inform the Administration office of any changes regarding their personal information/position in relation to contacts etc as soon as possible.

### **w/ Gardens**

Residents cannot significantly add to the gardens provided. However, the residents may have pot plants, annuals etc that they choose to plant in containers on their verandah. These become the responsibility of the resident as does maintaining and watering.

### **x/ Damage to Apartments**

Residents will be responsible for rectification of damage to Apartments beyond normal wear and tear.

## **15. Mail**

Mail deliveries are received at the Village Admin at the Community Centre and distributed to residents' personal post boxes within the Apartments building on the daily round. Outgoing mail can be left at Administration for posting.

## **16. Church Services and Chaplain**

The Community Centre is available for special services. Please contact Administration to discuss this matter. Church services are regularly held at the Homestead which can be attended.

## **17. Village Rules**

Any Village rules must agree with the general principles of the Retirement Villages Act (1986).

## **18. Pets**

Pets may be permitted subject to approval from Westmont management as being suitable for this type of housing. While every effort is made to accommodate pets, at times and for some pets, it may not be appropriate.

## 19. Westmont Community Care Services

As a resident of the Westmont Village access is available to all services provided by Westmont Aged Care Services Ltd and Westmont Community Care Services.

### 1/ Community Care Programs

Westmont Community Care Services offer a range of Community Care Programs in the home.

Allocation is determined on a needs basis and assessment by the Aged Care Assessment team is required for all of these programs.

Please contact Westmont Community Care Services on 6043 9867. .

### 2/ Residential Accommodation

Should it be determined that you can no longer live independently in an Apartment, you may be eligible to become a resident in the Westmont Homestead. Again, an Aged Care assessment is required by the Aged Care Assessment Team (ACAT) to confirm eligibility.

Any consideration to move to the Homestead may be discussed with either the Village Manager or registered nurse Homestead.

For each of these services, an information package is available that clearly sets out the requirements of services supplied.

Following the Aged Care Reform (1997) financial arrangements associated with these services have been regulated. Details of these are available from the Homestead Administration office.

Note: You should be aware that current Commonwealth government policy guidelines on admission to subsidised residential accommodation facilities require places to be allocated on a “needs” basis.

Access to a subsidised facility is subject to you being assessed as eligible for admission in accordance with Commonwealth government laws **and cannot be guaranteed.**

A copy of our “Admission Policy” is available on request.

## **20. Community Centre and Ray Snell Recreation Centre**

Both Centres have been designed to encourage residents to participate in social and recreational activities. The function rooms incorporate a bar, outdoor areas, BBQ and comfortable seating.

Both Centres are available for larger family and private functions and can be discussed with the Hotel Services Manager.

## **21. Dispute Resolution**

It is recognised that in any communal living such as retirement Villages, disputes between residents and between Westmont and residents will arise from time to time.

Every attempt must be made for the parties to attempt to resolve the dispute themselves.

The Retirement Villages Act 1986 places emphasis on providing easy access to an informal and inexpensive process to resolve disputes.

## **22. Visitors**

Visiting hours are unrestricted and relatives and friends are always welcome. If family or friends are staying for an extended time (one or two weeks) please keep Village Admin informed so that we know who is on site.

It is not permitted to have another person, other than those approved by Management, take up permanent residence in your Apartment. Please contact Village Admin should you have any questions relating to this matter.

## **23. Public Liability Insurance**

Westmont Aged Care Services Ltd has public liability insurance to cover staff/visitors/residents/volunteers in relation to activities associated with Westmont Village. It is recommended that residents have public liability insurance to cover situations relating to their activities.

It is also recommended that you obtain 'Contents' insurance for your furniture and personal items. Should you do this, you automatically receive public liability cover. Please see Westmont management if you have any concerns on this issue.

## **24. Moving into Westmont Apartments**

Moving to a new residence is a time consuming process and often a stressful experience. From our point of view, we can be flexible in this process – please feel free to discuss any concerns you may have with us.

You will need to arrange payment of the balance of your Lease Premium shortly after moving into the Apartment. Again, please discuss this or any questions you may have with Westmont Finance.

Westmont residents have access to all services provided by Westmont Aged Care Services and Westmont Community Care Services.

## **25. Exiting Westmont Village**

We are able to provide many supports that will enable you to live in your Apartment for as long as possible. The following is a summary of key events that we need to follow when you decide to leave Westmont Village or should you need to be transferred to another care facility.

We will require a letter stating when the Apartment will be vacated and all furnishings etc will be removed.

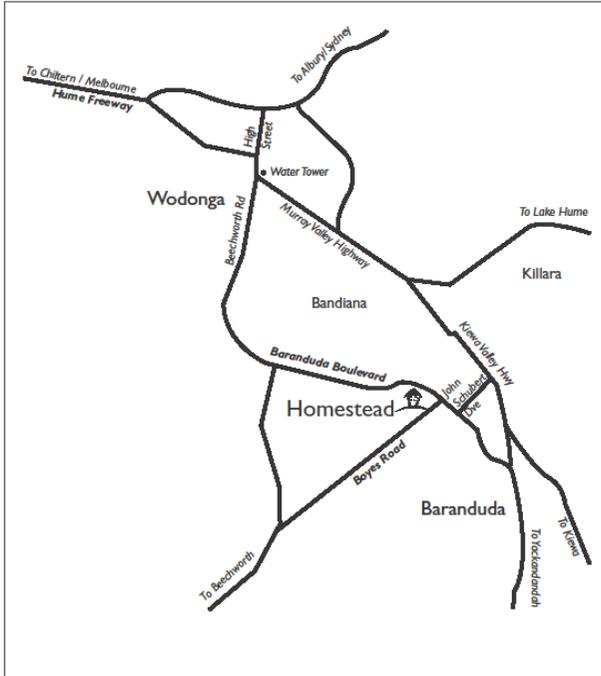
Your balance of Lease Premium amount to be refunded, can be calculated at this time.

This amount will be forwarded to you within 14 days of the ‘re-lease’ of the Apartment or no later than six months from the date of vacating the unit.

The General Services fee will continue to be charged for up to six months after the date of vacating the Apartment or until the next resident occupies the Apartment.

A Condition Report will be generated when vacant and becomes part of the hand-over process with general wear and tear maintenance provided by Westmont.

Damage to the Apartment of an unusual nature will be repaired by Westmont and paid for by the resident.



***Please Note:***

*Every effort has been made to ensure that the information in this booklet is accurate and up to date at time of printing.*

*However, regulations and information are subject to change.*

*Should there be legislative changes to the Act or Regulations, they will take precedence over the information in this book.*

***If you have any questions, please contact***

***Westmont on (02) 6043 9832***

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Westmont  
Aged Care Services Ltd

[www.westmont.org.au](http://www.westmont.org.au)