



# WESTMONT VILLAS

## 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 - Villas

## 1. Introduction

The purpose of this booklet is to provide general information on Westmont Village – a project of Westmont Aged Care Services Ltd.

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 homes.

This booklet forms part of our total information package. Should you require a package, or if you have any questions, please contact (02) 6043 9832.

## 2. Background Information

Westmont Aged Care Services Ltd commenced operations in December 2008 at 265 Baranduda Boulevard Baranduda, with the establishment of Westmont Homestead. Prior to this Westmont operated as Vermont Court Elderly Persons Home and Westlands Hostel at their respective sites within the city of Wodonga.

In 2010 and 2011 Westmont opened two stages of Assisted Living Apartments of 40 one bedroom Apartments and Community Centre which, at that time, formed the hub of operations of Westmont Village.

Westmont strategic plan is providing for “Ageing in Place” - a Commonwealth Government supported policy for the provision of aged care services.

Westmont Village was established in July 2010 with our registration under the Victorian Retirement Villages Act 1986.

The Ray Snell Recreation Centre was built and in use by 2017.

## 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. If you wish to look at the Act in detail please contact our administration, and 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 the Village Manager or seek appropriate legal advice.

## 4. Westmont Village

All the residents occupying various Villas 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.

Westmont Village will maintain 40 one bedroom Apartments, 123 two and three bedroom Villas, Homestead, Community Centre and the Ray Snell Recreation Centre.

## **5. Availability of Villas**

Villas have been constructed in stages based on demand, plans are available on request.

Should you wish to lease a Villa, please contact Westmont and book an appointment to discuss.

If you wish to be placed on the waiting list for a future Villa, please contact Village Manager on (02) 6043 9832.

## **6. Right to Occupy a Villa**

### **The Right to Occupy**

Residents are not purchasing a Villa, but rather leasing a Villa from Westmont. Please note the right to occupy is for the person/s named on the lease. Any other person residing in the Villa will need to vacate the Villa if the leasee vacates for any reason what so ever.

Westmont will consider allowing a resident not named on the lease to remain in the Villa provided that resident enters into a lease agreement with Westmont and pays the lease premium. A nominal rent of \$1 per annum is payable by the tenant upon the owner's request.

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

Residency in a Villa is provided by the Agreement to Lease and the Lease Agreement. This means that the resident makes an ongoing contribution to Westmont called a 'Lease Premium' and in return the resident receives a right to occupy the Villa 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 the deferred payment amount plus 20% of any capital gain.

The details are expressed in the 'Agreement to Lease' and 'Lease' documents which are signed when a commitment is made to live in the Village. The right to occupy commences on payment of the full lease premium.

### **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, and can save thousands of dollars. Fees for preparing the lease will apply and are payable by the prospective resident to Westmont's legal representative

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

The lease premium on a Villa covers the cost of construction and a share of the cost of other Village amenities. Part of each subsequent lease premium contributes a component of cash 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 Agreement to Lease and 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 July 2005, and its precedent bodies for many years prior to that.

All accounts and records are prepared in accordance with Australian Accounting Standards and Retirement Villages legislation 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, an Agreement to Lease and 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.

## **Refunds on a Lease Premium**

The ingoing lease premium payment is made to Westmont.

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.

Non refundable amounts are calculated daily and operate until the Villa is vacated and keys returned to Administration

Should you require specific details on the deferred amount for your Villa, please contact Westmont Finance office on (02) 6043 9833.

The refund will be paid within 14 days of Westmont Village receiving an Ingoing Lease Premium for that Villa; or no later than six months of the resident vacating the Villa and

returning keys to Westmont, and in the event of the death of the residents the Lease Premium will not be refunded until Probate is produced (assuming no other exit costs arise eg external and internal maintenance of Villas resulting from abnormal wear and tear).

## **7. Maintenance**

Living at Westmont Village means that you don't have to worry about many general services as:

Any government, local government or statutory authority and cost of compliance with the requirements of such bodies as they relate to community buildings and common property

All connection and supply charges of utilities that do not relate to the specific Villa (note: charges of gas, telephone and electricity relating to a Villa are the resident's responsibility)

Repairs and general maintenance of community buildings, grounds and gardens

Cost of administration and accounting

Annual internal/external pest control of all buildings

Waste disposal (other than domestic collection via City of Wodonga)

Security and emergency call systems

Maintenance of plant and equipment provided in the Villas (air conditioning system, stove, hot water service, water tanks etc).

Gardening and maintenance of common garden areas.

Insurance premium for all buildings (note: Contents insurance is the responsibility of the Resident and is recommended that residents obtain this).

## **8. Alterations and Additions**

Any alterations or additions to the Villas must have Westmont approval preferably in writing.

## **9. Emergency Call System**

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

## **10. Securing a Villa – Financial Arrangements**

To secure a Villa you will be required to sign the Agreement to Lease.

A commitment to lease the Villa is made on signing the Agreement to Lease and paying a deposit of 10% of the lease premium plus 50% of the cost of any agreed variations to the base Villa plan.

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 Villa, 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 Villa for a maximum period of six months or until a new resident occupies that Villa.

Please review these fees in your lease agreement.

Should you be interested in becoming a resident of the Village please discuss with the Village Manager and register on the waiting list. .

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

- Request for inclusion on the waiting list. This will be in order of receipt.
- When an existing Villa becomes available, the person first on the waiting list will be offered that Villa.
- If this person is uncontactable within one week or if this Villa does not meet their requirements, the next person on the waiting list will be offered the Villa.
- A prospective resident can remove their name from the waiting list at any time. Refusing a Villa will not remove your name from the waiting list or forfeit your position on the list.
- There is no fee involved in being 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 shared facilities.

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

### **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 community services such as Community Aged Care Packages or Home Care etc, Westmont can assist residents in contacting these services. Westmont Aged Care Services Ltd 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*. Fees will apply for any services supplied by *Westmont Community Care Services* or any other providers of care services.

## **13. Management Responsibilities**

### **a/ Maintenance**

The maintenance of the Villas 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, by maintenance form or in person, for the maintenance staffs' attention.

### **b/ Rates, Taxes and Waste Disposal**

In the Villas component of Westmont Village, residents are responsible for all council and waste disposal rates (weekly collection by City of Wodonga).

Each Villa is separately metered for water and each meter is read and billed to the resident each month at the rate North East Water is charging Westmont.

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

Residents of the Villas are separately charged for electricity by Westmont. This is invoiced on a monthly basis based on actual use.

The cost charged to Villa residents is the cost Westmont pays (as indicated on FAQs Sheet). The cost of electricity is published on 1st March to 1st October each year and is held at this rate for the each six months.

Gas charges will be invoiced by the supply authority direct to the resident.

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

### **• Telephone and Internet**

There are telephone and internet points in all Villas. A telephone system is installed by Westmont Aged Care Services Ltd. Residents are charged an additional monthly cost if they require this service.

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

### **• Insurance**

Westmont Village 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 insure 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.

### **• Doctor**

All medical services are the responsibility of the resident. Residents are entitled to be seen by the doctor of their own choice.

### **• 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.

- **Changes to Villas**

No changes are allowed to Villas.

- **Maintenance**

Any maintenance issues are to be reported to Westmont promptly who will then arrange for these to be attended to as quickly as possible.

- **Fire and Safety Precautions**

Each Villa has smoke detectors, heat sensors and fire blankets fitted. In the interests of safety, residents are asked not to smoke in the Villas 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.

- **Fixtures and Fittings**

No additional fixtures and fittings such as blinds, curtain tracks and so on may be fitted. If you wish to discuss this please contact management.

- **Noise**

It is the resident's responsibility to keep noise to a level suitable to the resident and neighbours. If the resident is hard of hearing a headphone/earphones for the television/radio and stereo should be used.

- **Heating**

All Villas have ducted gas heating. No additional heaters in Villas are necessary. Please discuss the matter of heating with Westmont management.

- **Washing**

It is the resident's responsibility to ensure that washing is hung on laundry lines provided. Hanging washing on rails or fencing is not allowed.

- **Parking**

It is the resident's responsibility to park in appropriate public spaces or garaging provided and to ensure that visitors park in the allocated areas also.

- **Holidays**

The resident is asked to advise the Village administration office when they are going away on holidays. This will avoid unnecessary concern for the resident's well being and also ensure that the Villa is checked regularly for security and garden maintenance.

- **Payment of Fees**

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

- **Vacation of Villas**

If a Villa is vacated permanently for any reason, the Villa 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.

- **Living in Harmony**

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

- **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 to the appropriate person as soon as possible.

- **Accidental Breakage**

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

- **Electrical Appliances**

The resident is responsible for exercising caution when dealing with electrical appliances, especially power boards and plugs.

- **Villa Cleanliness**

It is the resident's responsibility to maintain the Villa in a good state of repair and tidiness, Westmont management has the right to inspect Villas after giving reasonable notice.

- **Transport**

All personal transport is the responsibility of the resident. Dysons Motorways provide a regular bus service to Wodonga which runs five days per week, and a copy of their bus timetable is available from the Village Administration office at the Community Centre.

- **Personal Information**

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

- **Gardens**

As the automated watering systems are underground, residents are strongly discouraged to add to the gardens provided. However, the residents will be able to have pot plants, annuals etc that they choose to plant in containers. If infrastructure allows a corrugated raised bed could be positioned.

- **Damage to Villas**

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

## **15. Mail**

Villas' mail will be delivered to street letterboxes by Australia Post daily. Weekly internal mail will be delivered by hand at the end of each week. Outgoing mail can be

left at administration for posting.

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

The Community Centre and Ray Snell Recreation Centre is available for special services. Please contact administration to discuss this matter.

## **17. Village Rules**

A specific list of Village rules has not yet been developed. Many rules are listed in this information book and in the Lease Agreement. It is intended to establish such a list following consultation with residents. 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.

At all times the behaviour of and cleaning up after pets is the responsibility of the resident.

Residents will be encouraged to resolve any disputes together. If it is necessary for Westmont management to mediate there may be necessity for the pet to be removed from the Village.

## **19. Westmont Community Care Services**

As a resident of the Westmont Village you have access to all services provided by Westmont Aged Care Services and Westmont Community Care Services.

### 1/ Community Care Programs

Westmont Community Care Services offers 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 the Westmont Home and Community Care Administration office for more details on 6043 9867.

### 2/ Residential Accommodation

Should it be determined that you can no longer live independently in a Villa, you may be eligible to become a resident in the Assisted Living Apartments or Westmont Homestead (low care/high care/dementia specific - if available). Again, you require an assessment by the Aged Care Assessment Team (ACAT) to confirm eligibility for the Homestead.

Westmont hopes that any decision to move to the Apartments or Homestead is made by the resident, if after discussions with the resident and their family or representative a

discussion will be held with the Admissions Manager at the 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 low and high care facilities require places to be allocated on a “needs” basis.

Access to a subsidised high care 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 area, 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 administration informed so that all personnel on site are accounted for.

It is not permitted to have another person, other than those approved by management take up permanent residence in your Villa. Please contact Westmont management 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 Village**

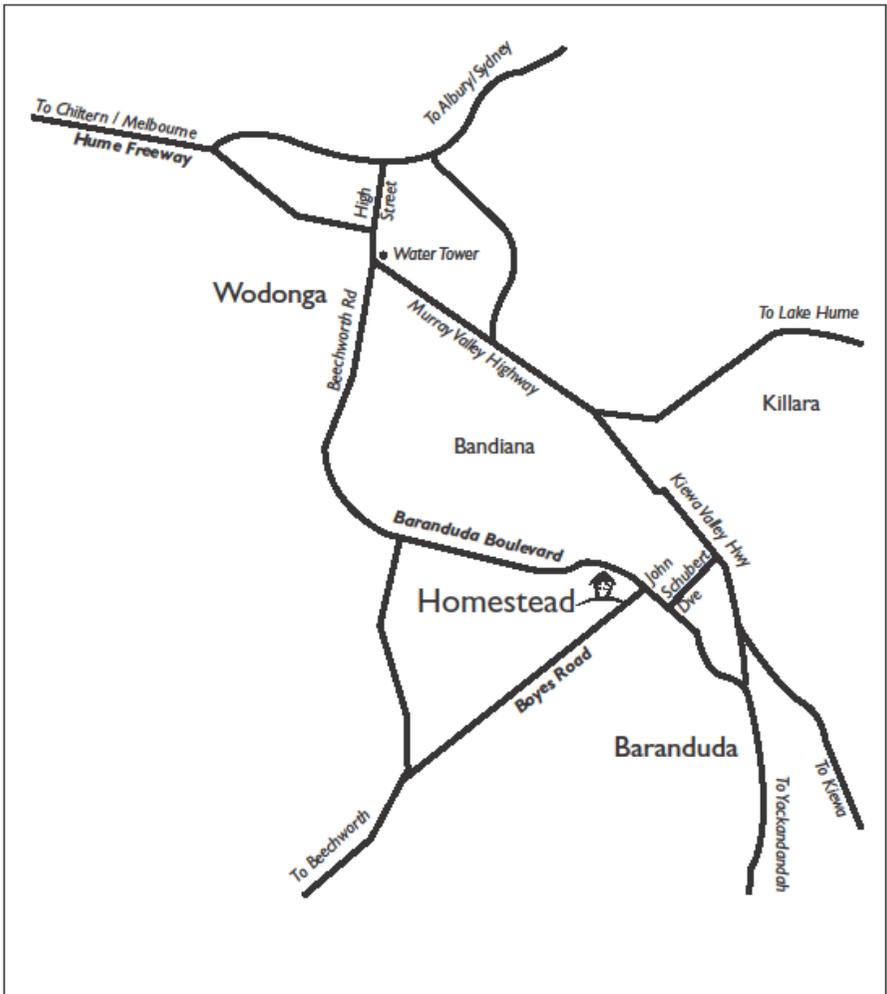
Moving to a new residence is a time consuming process and often a stressful experience.

From our point of view, we can be flexible in this process – please feel free to discuss any concerns you may have with us.

Every attempt is made through Maintenance and Gardening to provide a near-new Villa prior to your occupancy. Should you have any issue on your immediate occupancy please contact Village Manager to report this issue.

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

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*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 management on (02) 6043 9832*

Notes:

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Westmont  
Aged Care Services Ltd

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