

# Retirement Village Information Statement

*Retirement Villages Act 1986*, section 19

Retirement Village Regulations 2026, regulations 11-12

**This form is approved by the Director, Consumer Affairs Victoria under section 19 of the *Retirement Villages Act 1986*. All retirement village information statements must be in this form.**

## What is a Retirement Village Information Statement?

Every retirement village in Victoria must provide it in the same standardised format. Prospective residents can use information statements to compare retirement villages on a like-for-like basis.

It is designed to provide prospective residents information to make an informed decision about whether to move into this village. It covers the costs of entering, living in and leaving; the services and facilities available; and important details about how the village operates.

Information statements must be updated at least every 12 months and as soon as possible after any change to the information provided.

## How to access information statements for different villages?

Every retirement village must publish their information statement on their village's website.

The operator of a retirement village must also provide the information statement:

- at the request of a prospective resident within seven days,
- with any targeted promotional material, and
- at least 21 days before a resident enters into a residence or management contract in respect of the village.

## Navigating the information statement

### Part A: Village-level information

Provides information about the village and operator including about any owners corporation, types of contracts and tenure, village facilities and services, the number and types of residential premises, future developments, security and emergency assistance systems, insurance arrangements, financial management, residents committee and village rules.

### Part B: Village fees and charges

Provides information on fees and charges to be paid on entry, while living in the village, and when you leave.

Attachments to the information statement provide:

- A list of village services and facilities with associated fees (Attachment 1)
- Details of village insurance information (Attachment 2)
- A glossary of fees to help prospective residents understand the terms used throughout the statement (Attachment 3).

## **Finding more information**

Other documents and information are available to help inform prospective residents. Operators must provide the following documents to prospective residents at least 21 days before entering into a management contract:

- a draft residence contract and management contract for the village
- the village by-laws and a document under which a resident agrees to observe the by-laws, and promises to pay an entry payment or a recurring charge for the provision of goods or services by the operator
- financial statements as presented at the most recent annual meeting of the residents.

Prospective residents may also wish to ask for information on the specific fees and charges for a residence they are considering in an easy to understand form. A suggested form for this purpose can be found on the Consumer Affairs Victoria website [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au).

## **Understanding the financial commitment**

Entering a retirement village is a significant financial decision.

The financial structure of retirement village living is different from conventional home ownership or renting, and the net financial outcome can vary significantly depending on the length of stay and the terms of contracts. It is important that residents understand how the costs interact and what they will ultimately receive when they permanently depart the village.

Before signing any contract, you are strongly encouraged to read all documents carefully, ask questions of the operator, and seek advice from an independent financial adviser to ensure you have a full understanding of your financial obligations and entitlements.

## **Where can prospective residents get help or more information?**

If prospective residents need help understanding this statement or want more details about retirement village living in Victoria, they can contact Consumer Affairs Victoria for information and assistance by visiting [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au) or calling 1300 55 81 81.

Operators must provide the following documents to prospective residents at least 21 days before entering into a management contract:

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- the village by-laws and a document under which a resident agrees to observe the by-laws, and promises to pay an entry payment or a recurring charge for the provision of goods or services by the operator
- financial statements as presented at the most recent annual meeting of the residents.

## Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call the Consumer Affairs Victoria Helpline on **1300 55 81 81**.

## Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

### Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلية مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

**Turkish** İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

**Vietnamese** Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

**Somali** Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xirii Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

**Chinese** 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

**Serbian** Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

**Amharic** በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪ.ኤ.ቲ.ቲ. ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

### Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

**Croatian** Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

**Greek** Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

**Italian** Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essee messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

## Part A: Village-level information

The following information applies to the village as a whole and is relevant to all prospective and current residents.

### 1. Village information

Village name

Village street address

Village postal address

Is the village accredited by a recognised industry association?  Yes  No

If yes, name of accreditation

Website for information about the accreditation

### 2. Proprietor and operator details

**Proprietor name**

ABN / ACN

Address for service

**Operator name**

ABN / ACN

Address for service

Telephone  Email

Date current operator commenced in that role

### 3. Operator representative

Name of representative

Position of representative	Sales and Village General Manager		
Location within village	Village Office, 101-121 Whalley Drive, Wheelers Hill VIC 3150		
Times available	Monday to Friday 9.00am to 5.00pm (closed Public Holidays)		
Telephone	03 9795 9166	Email	nick.anand@cumberlandview.com.au

#### 4. Number and types of residential premises

The village has the following number and types of accommodation units:

Accommodation type	Owner resident	Leasehold	Licence	Other
Independent living units		253 (18 x 1BR, 231 x 2BR, 4 x 3BR)		
Serviced apartments				
Villas or townhouses		5 (2BR + study units)		

#### 5. Residents committee

Has a residents committee been established at the village under the *Retirement Villages Act 1986*?  Yes  No

Under the *Retirement Villages Act 1986*, residents of a village may elect to establish a residents committee to represent their interests and participate in village decision-making.

#### 6. Onsite or attached residential or aged care home

Is there a residential or aged care home onsite or attached with the village?  Yes  No

If there is a residential or aged care home onsite or attached, entry is dependent on a resident being assessed as eligible for entry in accordance with the *Aged Care Act 2024* (Cth).

This assessment is conducted independently and eligibility for aged care services is determined according to the criteria set out in the *Aged Care Act 2024* (Cth). The registered provider of the residential or aged care home cannot set places aside for residents of the village.

#### 7. Village facilities and services

The list of services and facilities provided at the village and how they are funded is set out in Attachment 1 to this information statement.

The attachment includes details of:

- services and facilities funded by maintenance charges
- optional services, which are not funded by maintenance charges or rent and can be provided for an additional fee. The attachment must include costs of and restrictions on availability of optional services, and
- any other services or facilities available to residents and how they are funded.

## 8. Lifestyle and village rules

This section sets out key aspects of daily life in the village, including pets, gardening, and social activities, as influenced by the by-laws of the village. The full by-laws of the village are attached to a resident's contract.

Are there any restrictions on residents keeping pets?

Yes  No

If yes, provide details on restrictions below:

### CATS:

1. The cat must not be permitted to wander outside the resident's unit or courtyard.
2. The cat must be locked in the resident's unit at night.
3. The cat must be neutered.
4. The cat must use a litter tray inside the resident's unit, garage or courtyard. The litter tray must be emptied daily and not cause an odour problem for neighbours.
5. Litter must be disposed of appropriately and not cause an odour problem for neighbouring residents.
6. The cat must not generate a noise or allergy nuisance.
7. The cat may not be replaced upon its death.
8. The cat must be fitted with a collar, bell and identity disc, detailing the owner's contact number.
9. The resident must ensure that the cat is regularly flea treated, wormed and vaccinated. The Village Manager may request documentary evidence.

### DOGS:

1. The dog must not be permitted to wander outside the resident's unit or courtyard.
2. The dog must be locked in the resident's unit at night. In a medical emergency the nurses will need to access your unit safely, free of contact with the dog. If the dog is protective and will not allow nursing staff to enter to attend you, the police will be called to contain the dog.
3. The dog must be on a lead at all times when outside the resident's unit or courtyard.
4. The dog must be house trained and droppings must be disposed of hygienically and so as not to cause an odour problem for neighbours.
5. The dog must be fitted with a collar and identity disc, detailing the owner's contact number.
6. Only small dogs, **10 kilos or under**, will be considered.
7. The dog must be neutered.
8. The owner must immediately pick up all droppings generated by the dog in the grounds.
9. All droppings must be disposed of appropriately so as not to cause a hygiene or odour problem.
10. The dog must not generate a noise or allergy nuisance for other residents or staff.
11. The dog may not be replaced after its death.
12. The residents must make appropriate arrangements to ensure that the pet is regularly bathed, flea treated, wormed and vaccinated. The Village Manager may ask for documentary evidence.
13. The owner must restrain the animal when staff or contractors are present in the resident's unit.
14. Any incident involving biting by the dog will mean that alternative arrangements must be made immediately for the care and housing of the dog.
15. A guide dog is permissible.

Note: under Victorian law operators cannot unreasonably refuse consent for residents to keep pets.

Are residents permitted to undertake gardening in areas adjacent to their premises?

Yes  No

Does the village organise regular social activities and events for residents?

Yes  No

Additional details:

Allotments and greenhouse, computers and internet access in community areas, regular social activities and events for residents. Full by-laws are attached to the residence contract.

## 9. Planning permission for future developments

Are there any current planning permissions or approvals for future development, expansion or redevelopment of the village?  Yes  No

If yes:

Description of development

Planning permission TPA/42225/A extended 22 October 2024: further development of the village. Owners have not yet committed to proceeding.

Construction timeframes (anticipated start and finish dates)

Must commence before 6 October 2026 (per planning permission). No commencement date confirmed.

## 10. Security and emergency assistance systems

The village is equipped with the following security system

Alarm system in community building, monitored when vacant. On activation, monitoring company contacts on-call manager who arranges attendance.

The village is equipped with the following emergency assistance system

24-hour emergency call base station and pendant provided to each resident.

## 11. Operator and proprietor exemptions

Is the operator or proprietor exempt from any of the provisions of the *Retirement Villages Act 1986* in relation to this village?  Yes  No

If yes:

Provision the exemption applies to	Description of the obligation the exemption applies to

## 12. Contracts and tenure

To become a resident of this village, a resident will be required to enter into one or more of the following contracts:

**Residence contract**

This contract grants a resident the right to occupy a unit within the village.

**Management contract**

This contract relates to the provision of services by the operator to a resident.

**Combined residence and management contract**

This is a contract comprising both a residence and a management contract.

**Optional services agreement**

A contract for additional services a resident may choose to receive (such as meals, cleaning, or personal care to the extent not funded by maintenance charges). This may be incorporated into a residence or management contract (or combined residence and management contract).

**Other**

(for example, a contract for sale of land).

If other, please describe	
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The village offers the following rights to occupy:

<p><input type="checkbox"/> <b>Owner Resident</b> An owner resident owns the premises, company shares or units in a trust which forms the basis of their right to occupy.</p>	<p><input checked="" type="checkbox"/> <b>Non-Owner Resident</b> The resident does not own the premises but is granted a right to occupy the premises on the following basis:</p>
<p><input type="checkbox"/> <b>Estate in fee simple:</b> A resident purchases a strata titled unit or a freehold lot in the village, becoming the registered proprietor.</p> <p><input type="checkbox"/> <b>Company title:</b> A resident purchases shares in a company that owns the village. That shareholding gives the resident the right to occupy a specific unit in the village.</p> <p><input type="checkbox"/> <b>Unit trust:</b> A resident purchases units in a unit trust that owns the village. That unitholding gives the resident the right to occupy a specific unit in the village.</p>	<p><input type="checkbox"/> <b>Licence:</b> <input type="checkbox"/> term..... or <input type="checkbox"/> periodic tenancy</p> <p>A resident has a licence to occupy a unit. The resident does not own the unit or land, but has a contractual right to reside there.</p> <p><input checked="" type="checkbox"/> <b>Lease –</b> <input checked="" type="checkbox"/> term 99 years.or <input type="checkbox"/> periodic tenancy</p> <p>A resident has a leasehold interest, but does not own the unit or the land.</p> <p><input type="checkbox"/> <b>Other</b>.....</p>

**13. Financial management**

Details of the surplus/deficit in the annual accounts for the last 3 financial years:

Financial year ending	Surplus / deficit (and amount)	Comments
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30 June 2025	Surplus: \$44,316.00	
30 June 2024	Surplus: \$10,720.00	
30 June 2023	Surplus: \$28,944.00	

#### 14. Capital maintenance fund

Does the village have a capital maintenance plan?  Yes  No

Does the village have a capital maintenance fund?  Yes  No

If yes, balance at end of last financial year

#### 15. Owners corporation

Is any of the common property in the village vested in an owners corporation?  Yes  No

*If yes, complete the following:*

Name of owners corporation

Address for service of owners corporation

Description of common property

Does the owners corporation have a maintenance plan?  Yes  No

Does the owners corporation have a maintenance fund?  Yes  No

If yes, balance at end of last financial year

#### 16. Insurance arrangements

The operator has provided details of the following insurance policies in respect of the village at Attachment 2 and attached certificates of currency:

Public Liability Insurance

Building Insurance

Other insurances (please specify):

The operator recommends that residents take out their own insurance policies in relation to the following:

- The contents of their unit
- Public liability claims brought as a result of any incident occurring in a resident's unit
- Any motorised mobility aid (mobility scooter or power wheelchair) that the resident uses
- Other (please specify)

Does the operator have any funds set aside to insure against potential damage to the village? (self-insurance)  Yes  No

*If yes:*

Amount of funds set aside

\$

Nature of risk for which funds have been set aside

### 17. Additional documents

The following documents are attached to this information statement:

- Certificates of currency for the insurances held by the operator in respect of the village (mandatory)

## Part B: Village fees and charges

The fees outlined in this section apply to new residents. The purpose of this information is to inform prospective residents of the arrangements they would enter if they moved into the village.


**A retirement village cannot charge new residents any fee that was not disclosed in the information statement.**

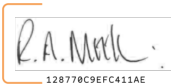
Fee or charge	Owner-resident	Non-owner resident	Amount, range or method of determining amount	When paid	Further information
<b>Entry costs: paid before or on entering the village</b>					
Waiting list fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<i>On joining waiting list</i>	
Is the waiting list fee refunded on entry?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Holding deposit	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$2,500	<i>On reserving a unit</i>	
Entry payment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$350,000 – \$1,100,000 (unit-specific; see operator)	<i>On entry</i>	
Other entry fees or charges – specify:					
<b>Ongoing costs: paid while residing in the village</b>					
Rent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually	

Maintenance charges	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$583.45 – \$724.32	<input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually	Reviewed annually. Increases effective from 1 July
Owners corporation fees	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually	
Optional services charges	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually	
Capital maintenance fund contribution	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included within maintenance charge above.		
Utility charges	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TBC with your chosen utility providers.		For utilities connected to and consumed within your premises in the village.
Council rates	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in maintenance charge.		
Land taxes	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Other ongoing fees or charges – specify:					
<b>Costs and entitlements on exit: when permanently leaving the village</b>					
Deferred management fee (% of entry payment per year)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6 % of entry payment per year for a maximum of 5 years	<i>On exit</i>	<i>The maximum Deferred Management Fee payable by you will be 30% of the entry payment if you live in the premises for 5 or more years.</i>

Resident receives a share of capital gain on exit	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A	N/A	
Resident is liable for a share of capital loss on exit	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A	N/A	
Other ongoing fees or charges – specify:					
Legal costs in connection with the termination, abandonment or surrender of your contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Reasonable costs incurred.		
Costs of any Reinstatement Work	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TBC on exit depending on the condition of your premises and the works required to bring your premises to the same condition as on entry (fair wear and tear excepted).		
Removal and/or storage costs	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Our costs of removing and/or storing your belongings following your vacation if not removed within the time specified in your contract.		
<b>Ad Hoc fees and fees for service</b>					
Other one-off or ad-hoc fees or charges – specify:					
Any personal or user pays services supplied to you by us or any other third parties	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TBC with us or any other third parties prior to any such services being supplied to you.		

## 21. Attestation

<b>Operator attestation</b>	The operator attests that, to the best of the operator's knowledge, the information contained in this information statement is correct at the time it is provided.
Signed by Operator	 <small>377E799B65845F1A</small>
Print name	Nick Anand
Date	14 May 2026

<b>Proprietor attestation</b>	The proprietor attests that, to the best of the proprietor's knowledge, the information contained in this information statement is correct at the time it is provided.
Signed by Proprietor	 <small>128778C9EFC411AE</small>
Print name	Andrew R Meek
Date	14 May 2026



# Attachment 2: Details of insurance policies

## Public liability insurance

- The nature of the risk insured against
- Injury to residents in common areas of the retirement village
  - Injury to visitors or other third parties in common areas of the village
  - Injury arising from the operation or management of the village (for example, maintenance works, services or activities organised by the operator)
  - Damage to third party personal property in common areas of the village
  - Injury or property damage occurring within a resident's private unit
  - Other risks covered (please specify):

Name of insurer

Pen Underwriting

Amount insured

Public Liability: \$20,000,000 any one occurrence  
Products Liability: \$20,000,000 any one occurrence and in the aggregate during the Period of Insurance  
Sexual Abuse: \$20,000,000 any one occurrence and in the aggregate during the Period of Insurance

Period of cover

31/05/2025 at 4:00 PM to 31/05/2026 at 4:00 PM (the current owner was added as an insured party from 01/07/2025).

Premium

\$89,878.74

Excess

\$5,000 basic excess

Exclusions

General policy conditions and exclusions

Other information:

## Building insurance

The nature of the risk insured against

- Sudden damage to village property and shared buildings caused by insured events
- Sudden damage to residents' private units caused by insured event
- Insured events include:
  - Fire
  - Storm, wind or hail
  - Rainwater damage
  - Burst pipes or sudden water leaks
  - Vandalism
  - Flood
- Other risks covered (please specify):

Name of insurer

Chubb

Amount insured

\$86,767,500 (combined buildings, contents and removal of debris)

Period of cover

31/05/2025 at 4:00 PM to 31/05/2026 at 4:00 PM (the current owner was added as an insured party from 01/07/2025).

Premium

\$44,246.67

Excess

\$5,000 basic excess

Exclusions

Standard policy exclusions.

Other information

**Other insurance (specify, and attach additional pages if needed)**

The nature of the risk insured against

Name of insurer

Amount insured

Period of cover

Premium

Excess

Exclusions

Other information

# Attachment 3: Glossary of fees

**Capital maintenance fund contribution:** A portion of resident payments is set aside by the operator into a dedicated fund for future major repairs and maintenance of village infrastructure. The operator determines the required portion.

**Contract check fee:** The annual contract check, which summarises fees and exit position, must be provided free. An on-demand check is also free where the resident gives 28 or more days written notice of intention to leave.

**Deferred management fee:** A fee payable on exit, as a contribution toward the cost of services provided to the resident during their time in the village. It is calculated as a percentage of the entry payment, accruing daily based on length of residence. It cannot be charged where the resident leaves during the settling-in period or moves to another unit within the same village.

**Entry payment:** The main upfront payment for the right to live in the village. It may be a lump sum or fixed instalments. It may be fully or partly refunded when you leave (a repayable entry payment) or it may be non-refundable. It does not include rent, maintenance charges or optional service fees.

**Exit entitlement:** The amount paid back to the resident on exit. For non-owner residents, it starts with the repayable entry payment. For owner residents, it starts with the sale price of the unit. Any fees, outstanding charges and other deductible amounts are subtracted to give the final figure.

**Holding deposit:** A payment to reserve a specific unit before a residence contract is signed. It falls outside the standard entry payment rules and is regulated under the Sale of Land Act 1962 instead.

**Maintenance charge:** A regular fee, usually weekly, fortnightly or monthly, covering village management, staff, facilities and common areas. It is capped each year in line with the all groups Consumer Price Index (CPI) for Melbourne in original terms published by the Australian Bureau of Statistics; and can only exceed that cap if residents approve a higher amount by special resolution.

**Optional services charge:** A fee for extra services a resident elects to use, such as meals or personal care, that are not part of the standard village offering. These charges cease on vacation of the premises or on the resident's death.

**Owners corporation fee (owner residents only):** Where the village has an owners corporation, owner residents pay a separate fee covering common property upkeep and insurance. This is in addition to the maintenance charge.

**Rates and taxes:** Government charges such as council rates and land tax on the village land. These may be passed on through the maintenance charge or charged separately, as set out in the contract.

**Reinstatement costs (non-owner residents):** non-owner residents must return the unit reasonably clean and in the same condition as when they moved in, allowing for fair wear and tear. Where this has not occurred, the operator may issue a written notice specifying the required works and their estimated cost. If not disputed within 21 days, the operator may carry out the works and charge the resident the reasonable cost.

**Rent (non-owner residents):** Some non-owner residents pay ongoing rent for the right to occupy their unit, in place of or in addition to an entry payment. Rent is treated separately from entry payments under the legislation.

**Special levy:** A one-off charge for unexpected major expenses. No more than one special levy may be charged in any 12-month period, and only where required by law, approved by residents by special resolution, or covered by the contract.

**Utility charges:** Charges for electricity, gas and water consumed by the resident. The method of calculation varies between villages and is set out in the contract.

**Waiting list fee:** A fee charged to join the village waiting list. It may or may not be refundable. The operator is required to state in the information statement whether a waiting list fee applies and whether it is refundable on entry.



## Care Providers

### Certificate of Currency

11/05/2026

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the Insurance Contracts Act 1984:

- Named Insured:** Tingari Group Pty Ltd ATF Cumberland View Retirement Village Unit Trust and others as noted in Schedule
- Policy Number:** A5847/0413682
- Period of Insurance:** From: 31/05/2025 at 4:00 PM at the Named Insured's principal place of business  
To: 31/05/2026 at 4:00 PM at the Named Insured's principal place of business
- Business:** Principally Owners and Operators of Residential Aged Care Facilities, Independent Living Units, Home Care providers and Property Owners.
- Class of Insurance:** Care Providers Liability Policy  
Policy Section 1: General Liability
- Interested Party:** Not Applicable
- Situation:** As per policy
- Limits of Liability:** Public Liability \$20,000,000 any one Occurrence  
Products Liability \$20,000,000 any one Occurrence and in the aggregate during the Period of Insurance arising out of Insured's Products
- Sexual Abuse Limit of Liability:** \$20,000,000 any one occurrence and in the aggregate during the Period of Insurance
- Insurer:** Berkley Insurance Company trading as Berkley Re Australia ABN 53 126 559 706

Linda Gleave - Senior Underwriter

Pen Underwriting Pty Ltd ABN 89 113 929 516

## IMPORTANT NOTICE

This Certificate does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy document.

## DISCLAIMER

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act. We

accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to or cancellation of the policy of insurance.

02 October 2025

# Certificate of Currency

This Certificate of Currency confirms the following policy is current at the date stated below.  
Please refer to policy document for full terms and conditions.

Certificate of Currency		
Insured:	Tingari Group Pty Ltd ATF Cumberland View Retirement Village Unit Trust	
Location:	101 Whalley Drive, Wheelers Hill, VIC 3150, Australia	
Policy Number:	02FX038588	
Policy Class:	Industrial Special Risks	
Policy From:	4.00pm on 01 July 2025, Australian Eastern Standard Time.	
Policy To:	4.00pm on 31 May 2026, Australian Eastern Standard Time.	
Limit(s) of Liability:	Sections 1 and 2 Combined	AUD 127,000,000
Sub-Limit of Liability:	Plate Glass	Replacement Value
Declared Values:	Section 1 – Material Damage	AUD 86,017,500
	Section 2 – Consequential Loss	AUD 3,875,143
Chubb Share:	100%	

Signed for the Company:



**Xavier Ghanbar-Nezad**

Property Underwriting Graduate VIC

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Authorised Officer, Chubb Insurance Australia  
Limited ABN 23 001 642 020 AFSL 239687

**Note:** This advice merely provides confirmation as the existence of an insurance policy. The policy terms and conditions incorporate provisions which may enable Insurers to cancel or vary the policy on the happening of prescribed circumstances or events (ie non-payment of premium). Therefore this confirmation of insurance is not to be construed as guaranteeing that the policy will remain in force throughout the period as specified hereon.