



CODE REVIEW PANEL

GUIDANCE

The Code Review Panel's function is to review sanctions for breach of the Code determined by the Code Administrator. This Guidance sets out the approach the Panel intends to take to interpreting the Code provisions and which it will apply when undertaking a review.

The Panel may change its Guidance from time to time so it is important to check the website www.awisemove.com.au for the latest version.

Code Provisions

A3.2 We will internally audit our own compliance with the Code annually, act to rectify any failings as necessary and provide written confirmation to the Code Administrator of compliance. The Annual Compliance Certificate form is contained in the Code Resources.

The Code Review Panel requires Code Signatories to complete an annual self-assessment checklist (at time of renewal) which will serve as a certification of compliance and evidences the audit. It is for the Code Signatory to establish their own process to ensure the audit is accurate. An Annual Compliance Checklist is provided to Signatories as part of the resources pack for this purpose.

A5.5 Our procedures will assure residents that we will acknowledge a formal complaint, treat it confidentially and provide an initial response in writing as soon as possible. Where residents making a complaint tell us they are not satisfied with our response, we will not require them to write again to pursue the complaint through any escalation procedure. We will escalate the complaint as set out in paragraph A5.8 below. We will maintain a complaints register where we record: the names of the resident making the complaint; key dates when we received, acknowledged and responded to the complaint; the substance of the complaint; and the person responsible for managing the complaint.

The Panel considers that complaints referred to in A5.5 are not confined to written complaints. The distinction drawn by the Code provision is between a complaint directed to the Code Signatories formal complaint system and one which is not. The Panel expects the Operators' procedures to set out clearly when complaints, both verbal and in writing, will be treated as formal and thus triggering the complaints process outlined in A5.5.

A5.7 Where possible and reasonable, we will endeavour to resolve complaints at the community or operator level within 15 working days of receiving the complaint (and which has sufficient details so as to understand the nature of the complaint). A resident may agree to a longer time frame to obtain information or undertake relevant investigation. If a later time is agreed upon, we will keep the resident informed of progress on a regular basis.

In some circumstances, complaints made after the commencement of the Code involve long standing unresolved disputes, multiple parties or complex operational issues (such as the content of a budget or the proper application of legislation). The Panel will apply the clause in the following way to these complaints:

The clause will not be treated as imposing an obligation on the signatory to solve the underlying issue (which would be impossible in such a timeframe) but that the resident should be given a suitable explanation and an outline of the steps the signatory is taking. This may resolve the complaint (although not the underlying issue). If the resident is not satisfied with the explanation then the resident can escalate the matter as provided by the Code.

A5.8 We will follow a cascading complaints-handling policy, which allows complaints to be escalated in a way that seeks to resolve them in a cost effective and efficient manner that is fair and reasonable to all parties. The escalation pathways will be detailed in writing in our policies, but this does not preclude the resident from pursuing their rights elsewhere. Also, this Code does not preclude an operator from offering or maintaining additional complaints handling and dispute resolution processes. However, the escalation pathway should include the following stakeholders:

- a) The Community Manager (if agreed by the resident);**
- b) A senior manager or executive of the signatory who is not the manager of the Retirement Community;**
- c) The Code Administrator (or the Code Review Panel) for its referral to an external independent dispute resolution service, procedures and processes which are outlined in this document and the Code Resources;**
- d) The relevant authority with legislative authority to consider the Complaint.**

The consent of the resident to escalation to the Community Manager is required because the resident may be concerned that a complaint will adversely affect their treatment in the Retirement Community or that the complaint may involve or be directly in relation to the conduct of the Community Manager.

B1.2 We will ensure the available sales and marketing information is comprehensive and accurately represents the actual or intended nature of the Retirement Community in terms of the type of tenure, available properties, the facilities on offer, care services available, financial costs and obligations, and information about our current residents.

The Panel considers information about current residents should be generic and give a prospective resident a sense of the make-up of the Community such as average age, number of residents and gender distribution.

B1.8 We will provide incoming residents, where possible, practical and reasonable, with information about any charges payable to third parties (e.g. utility companies, local authorities) and their indicative cost

The Panel considers the main purpose of the provision is transparency. It expects signatories to make clear to residents when residents have to pay charges separately to third parties as well the service charge. The Panel will give due weight to the words "possible, practical and reasonable" when evaluating compliance, understanding that in some cases, charges vary with usage, or that although the existence of the charge is disclosed, it is not possible for the signatory to know the answer.

B2.6 We will provide new resident contracts in writing and in plain English. Contracts will:

- a) Seek to implement, if appropriate and permitted by the relevant laws, contract recommendations of the peak bodies, such as the RLC's National Guide to Creating Simple and Effective Retirement Living Contracts;**
- b) Clearly set out our rights and responsibilities, and those of the residents;**
- c) Accommodate special requests from prospective residents to provide the contracts in other formats such as larger print versions**

The Code sets a principal expectation that contracts are clear and concise. This may involve rewriting of pre Code contract templates. The Code does not prescribe a standard form. If peak bodies recommend certain contract forms or terms it is a matter for the signatory to consider whether it is appropriate for that recommendation to be adopted in their contract. Where State and Territory laws mandate particular contract terms or formats, laws always take priority.

B2.7 Where we are required to report to residents on the financial affairs of the Retirement Community, we will provide information on the community's operating budget with the contract, including:

- a) The current year's resident charges and other sources of income for the Retirement Community;**
- b) The current year's expenses;**
- c) Details of the most recent surplus or deficit;**
- d) The previous year's audited budget statement;**
- e) The capital works fund (or sinking fund), and planned expenditure**

The Panel will treat provision of this financial information on request as meeting the obligation. The information does not need to be included in contract documentation provided prospective residents are advised what information they can obtain and how they can access it.

B2.8 Along with the contract, we will provide information on the community rules, including information about:

- a) The keeping of pets;**
- b) Visitors and guests;**
- c) Parking, including for caravans and boats if applicable;**
- d) Use of common property and community facilities;**
- e) The disposal of rubbish.**

Information about any of the topics a) to e) need not be provided if there is no relevant community rule.

B2.9 We will provide information to potential residents on the process of leaving the community, including an overview of the re-selling process.

The Panel considers that written information is required to provide clarity and for future reference. This applies to whatever the residents re-selling process is available, by the signatory or an independent agent.

B3.1 For properties under construction, we will give residents a realistic expected completion or moving-in date. We will provide as much notice as possible of any delays and offer residents an opportunity to organise alternative arrangements. Wherever possible we will provide on-site accommodation to minimise undue hardship or distress.

The Panel considers each circumstance relating to provision of on-site accommodation will need to be considered on its own facts and that no guidance can be provided. The Panel will give due weight to the words “wherever possible”.

B3.2 Before the resident moves in, we will ensure that the property is well-presented, clean and that a condition report has been prepared.

The Panel considers that the condition report must establish the actual condition of the premises before the resident moves in, for each space in the property. The Panel does not expect the condition report necessarily to take the form of or meet the requirements which different States and Territories mandate for residential tenancy condition reports. A condition report could take the form of a video or pictures provided they contain sufficient detail.

C2.2 We will agree to a clear process for consulting and responding to resident or consumer associations, where they are representing residents. We will facilitate any requests for consultation from residents on such matters, wherever possible.

The Panel will interpret this provision as limited to requests relating specifically to the residents of the Village and not to general consultation on retirement village matters.

C4.3 Through budget processes, we will distinguish between capital replacement and capital maintenance costs and provide clarity on who pays for these costs.

This requirement applies to Code Signatories, whether or not their State or Territory law mandates this. The Code obligation focuses on transparency and clarity so the Operators treatment of these costs needs to be documented. The Panel will not separately evaluate the decisions the Code Signatory has made about whether an item fits in the capital replacement or capital maintenance category.

C5.2 In the design of new buildings, we will seek to adopt universal and adaptable design principles. For older, existing buildings, we will carefully consider requests from residents to make adaptations to assist mobility and access.

The allocation of costs is a matter for negotiation between the Operator and the resident. The Panel will focus on the manner in which they handle a request for adaptation in line with the code's underpinning principles.

D3.1 Where we are undertaking the re-sale and marketing, we will keep outgoing residents, their legal representatives, guardians or their estates regularly updated with information about the number and timing of prospective purchasers and genuine offers made.

The Panel considers that this requirement still applies where the contract guarantees the refund of payment within a defined time and also provides for the resident to be paid part of or all of an increase in capital value.

Generally

The Code stipulates in multiple locations "we will hold policies and procedures on XYZ"

Code policies and procedures must be documented and available to residents for discussion. Provided the policies and procedures cover the elements referred to in the particular Code provision, Code members may determine the level of detail and format.