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Dear Sir or Madam

### **Retirement villages: Contract and information disclosure reports**

The Consumer Action Law Centre (**Consumer Action**) welcomes the opportunity to comment on the discussion paper *Retirement Villages: Contract and Information Disclosure Options (the discussion paper)*.

#### **Overview**

As noted by the discussion paper, retirement village contracts can be long and complex. In our view, this limits the ability of residents to understand their rights and obligations, and to compare products offered by different providers. Current disclosure requirements in the *Retirement Villages Act 1986* (Vic) do not give any real assistance in understanding products on offer or comparing competing products.

We support the Victorian Government's commitment to improve transparency of retirement village contracts and pre-contractual disclosure. However, the effectiveness of these changes will be limited because they will only affect businesses regulated by the Retirement Villages Act. Many other businesses, which are regulated under the *Residential Tenancies Act 1997* (Vic) but are for all intents and purposes a 'retirement village', will not be affected.

This submission:

- recommends that Consumer Affairs Victoria (**CAV**) consider more comprehensive reforms to provide that all businesses which effectively operate as retirement accommodation are regulated consistently;
- argues that disclosure needs to be improved, and that disclosure documents should:
  - contain only that information necessary to convey key elements of the product on offer and allow comparison with other products on the market;
  - be clear and easily understood by non-experts;
  - emphasise the most important information;
  - be standard across the industry;

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- supports the proposed system of staged disclosure, as long as it is carefully designed to ensure both stages meet their different purposes;
- identifies the pieces of information that we believe should be disclosed most prominently and recommends that the disclosure document includes a Key Facts Sheet which sets out the most important points;
- argues that simplification of retirement village contracts is necessary, and makes recommendations regarding implied terms and the standardised layout.

Our comments are detailed more fully below.

### **About Consumer Action**

Consumer Action is an independent, not-for-profit, campaign-focused casework and policy organisation. Consumer Action provides free legal advice and representation to vulnerable and disadvantaged consumers across Victoria, and is the largest specialist consumer legal practice in Australia. Consumer Action is also a nationally-recognised and influential policy and research body, pursuing a law reform agenda across a range of important consumer issues at a governmental level, in the media, and in the community directly.

Since September 2009 we have also operated a new service, MoneyHelp, a not-for-profit financial counselling service funded by the Victorian Government to provide free, confidential and independent financial advice to Victorians experiencing financial difficulty.

### **General remarks on current problems with regulation of retirement accommodation**

As noted by the discussion paper, retirement village contracts can be long and complex. As well as limiting the ability of residents to understand their rights and obligations, this restricts the ability of prospective residents to compare products offered by different providers and so may stifle competition. Current disclosure requirements in the Retirement Villages Act do not adequately assist consumers to understand products on offer or compare competing products.

The changes proposed in the discussion paper have capacity to relieve complexity and improve competition in the retirement accommodation market. However, the effectiveness of these changes will be limited because they will only affect those developments regulated under the Retirement Villages Act. Many other businesses (such as some residential parks and rental villages) are regulated under the Residential Tenancies Act but are for all intents and purposes a 'retirement village', so will not be affected.

As CAV notes in its consumer guide on retirement villages, there is a real lack of clarity about which legislation applies to some of these accommodation types.<sup>1</sup> In fact, we believe that this is a defining problem with the retirement accommodation industry—that it is regulated by multiple, overlapping pieces of legislation. In our view, this causes or contributes to much of the problems faced by residents of retirement accommodation consumers, including confusing contracts and an inability to compare different providers.

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<sup>1</sup> Consumer Affairs Victoria (2011) *Retirement Villages: Guide to Choosing and Living in a Retirement Village*, pp 7-9.

Governing legislation for retirement accommodation operators is usually either the Retirement Villages Act 1986, or the Residential Tenancies Act 1997. However, the *Owners Corporations Act 2006* (Vic) and regulations under the Retirement Villages Act and the Estate Agents Act are also relevant.<sup>2</sup>

The Retirement Villages Act's definition of 'retirement village'<sup>3</sup> will generally determine which legislation applies. However, it can be very difficult to determine whether a development meets the Retirement Villages Act definition.<sup>4</sup> As a result, seemingly very similar developments can be governed by different acts and the residents in those developments will enjoy different rights.<sup>5</sup> According to the Housing for the Aged Action Group, in some cases neither residents nor management are aware of which legislation is applicable to their case.<sup>6</sup>

The discussion paper notes that CAV considered whether the full form of retirement village contracts should be prescribed, but decided that to do so would be too complicated and would restrict the market. The discussion paper reports that CAV decided against this kind of approach and cites the reasoning of a Western Australian report on the same issue, which found that

standardisation of contracts would not be practical given the broad array of arrangements existing within the industry. It is recognised that standardisation may also inadvertently inhibit competition and result in reduced innovation in the products and services offered.<sup>7</sup>

While we have not argued for full contract standardisation, 'the broad array of arrangements' (at least partly caused by an inefficient regulatory scheme) is actually a significant market problem. That being so, standardisation of contracts could be a significant step forward, despite some drawbacks that may bring.

A disclosure regime might be assessed as costing less than stronger and more restrictive regulation as it does not limit the types of products offered, so has less impact on the market. But if it does not actually stop the harm to consumers which it is intended to address, the net effect will be to impose costs on business and consumers.

We would like be quite clear that we do not oppose diversity and innovation in this or any market. Diversity and innovation can be drivers of competition and generally provide benefits for consumers. However, much of the diversity in the retirement accommodation market appears to be exacerbating consumer confusion and detriment, rather than involve traders innovating to meet customer needs.

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<sup>2</sup> Retirement Village Association website - Consumer Protection <[http://www.RV Act.com.au/pages/consumer\\_protection\\_vic](http://www.RV Act.com.au/pages/consumer_protection_vic)>.

<sup>3</sup> At section 3.

<sup>4</sup> Housing for the Aged Action Group (2011) p 25.

<sup>5</sup> Council on the Ageing Victoria (2009) *Submission to: Options Paper: Tenancy Policy Framework for Residential Parks*, accessed on 21 June from [http://cotavic.org.au/wp-content/uploads/2011/01/microsoft\\_word\\_-\\_residential\\_parks\\_options\\_paper\\_final\\_july\\_09\\_web\\_version.pdf](http://cotavic.org.au/wp-content/uploads/2011/01/microsoft_word_-_residential_parks_options_paper_final_july_09_web_version.pdf)

<sup>6</sup> Housing for the Aged Action Group (2011), p 26.

<sup>7</sup> Page 14.

This problem will continue to occur despite the changes proposed by the discussion paper. We recommend that CAV consider more comprehensive reforms to rationalise regulation of the retirement accommodation industry. Ultimately the aim of such reform should be to ensure that all developments which effectively operate as retirement accommodation are regulated consistently.

We recognise that this recommendation is beyond the scope of the discussion paper. The remainder of this submission assumes that the changes proposed in the discussion paper will only apply to businesses regulated by the Retirement Villages Act.

## **Disclosure**

### General principles

We are broadly supportive of efforts to clarify and standardise disclosure on consumer products which are as complex as retirement village contracts.

Before considering the specifics of retirement village disclosure, it is worthwhile discussing general principles of what makes effective disclosure in consumer products. We believe the guiding principles for designing disclosure documents for complex products should be that:

- Disclosure documents provide only the information necessary for consumers to understand the key elements of the product and allow easy comparison with other products. Many items that form part of the contract can and should be left out of disclosure documents entirely. Comprehensive disclosure documents (for example, Product Disclosure Statements for financial services) can be daunting and difficult to understand and so are not read by many consumers and not understood by many who do. Shorter documents setting out only key points will be more likely to be read and understood by consumers and so more useful;
- Information should be disclosed in a way that is clear and able to be easily understood by consumers who may have little expertise on the topic. Jargon and complex formulae should be avoided;
- The most important information should be disclosed most prominently (for example, on the front page, and/or in larger or bold type), and less important information should be placed towards the end of the document. Standard wording like disclaimers should be given lowest priority, if included at all.
- Disclosure documents should be uniform across an industry to allow consumers to easily compare the products on offer from different providers on a like-for-like basis.

We believe that effective disclosure will contribute to two broad objectives:

- Improving comprehension by giving consumers a better understanding of the bargain they are entering into, accepting the reality that many consumers do not have the expertise to understand a complex contract or the resources to seek professional advice; and
- Allowing comparison between competing policies, which helps the consumer find the best deal for them and also improves competition.

Our suggestions below should be seen in light of these principles and objectives.

## The Existing Framework

### **Consultation question 1:**

*Does existing legislation sufficiently enable residents to compare villages and to understand their rights and obligations? If so, why; if not, why not?*

No. As discussed above, under current legislation, retirement village contracts are unnecessarily complex and residents are often not in a position to compare villages or understand their rights and obligations.

Current disclosure requirements under the Retirement Villages Act (that operators must provide disclosure statements, contracts and other documents at least 21 days in advance of a consumer signing contracts) give the consumer an opportunity to examine key documents.

However, these documents may still be incomprehensible to most consumers and professional advice is hard to find and will be unaffordable for many.<sup>8</sup> In particular, low income consumers who are considering moving into not-for-profit retirement villages would struggle to be able to afford professional advice to guide them through their contract. Housing for the Aged Action Group of (mostly low income) residents of Independent Living Units found that 79% did not seek any advice before moving into their new accommodation, and 69% said that they had no help understanding their contract<sup>9</sup>.

Even if consumers can understand what is on offer from looking through a retirement village contract, they will have difficulty comparing two or more contracts from different providers. This limits the ability of consumers to make a decision which is in their best interests, and so stifles competition.

### **Consultation question 2:**

*Could residents obtain the information they need if there were no regulation but Consumer Affairs Victoria continued to provide the above information? If so, how; if not, why not?*

No. General advice and information provided by CAV cannot provide details about particular units or developments that a consumer needs to choose a unit or compare one unit to another.

### **Consultation question 3:**

*Could residents obtain the information they need under voluntary industry codes of conduct, with Consumer Affairs Victoria continuing to provide the above information? Why, or why not?*

Voluntary codes of conduct would not be as effective as a prescribed disclosure. The main problem with voluntary codes of conduct is that they remain voluntary—not all providers will subscribe to the code requirements, and not all consumers will benefit from their requirements. This is particularly a problem with respect to retirement accommodation as, in many cases due to

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<sup>8</sup> As noted on page 14 of the discussion paper.

<sup>9</sup> Housing for the Aged Action Group (HAAG) (2011) *Speak Out - Have Your Say on Housing: The Not For Profit Retirement Housing Community Education Project, Eastern Metropolitan Region of Melbourne*, pp 13-14

housing shortages and other reasons, there will be an undersupply of units. As such, consumers may be unable to choose a provider that subscribed to a voluntary code, even if they wanted to. Further, in our experience, voluntary codes commonly impose weak or insufficient sanctions for code breaches, and so provide little incentive for compliance.

#### Staged disclosure – intermediate stage

##### **Consultation question 4:**

*Would staged disclosure better assist prospective residents to:*

- a) compare villages and village contracts*
- b) make an informed decision about a particular retirement village unit?*

*Why, or why not?*

It is important that appropriate information is provided to prospective residents as early as possible. Where disclosure is left until late in the process, a consumer is more likely to have committed to a particular unit, making disclosure documents less useful for comparing different products. For example, if disclosure is not provided until a consumer has received the contract for a unit, they are likely to have given some consideration to other options and decided on one, so will be less likely to read disclosure documents closely or do further shopping around. Where a retirement village requires the payment of a deposit before providing contracts, this would create a further disincentive to consider other options.

For that reason, we support the staged disclosure proposal. However, the system will need to be carefully designed so that documents for each stage achieve their intended purpose. As suggested by the discussion paper, consumer information needs are different at each stage. Intermediate stage disclosure should be focused on helping consumers choose between different villages and pre-contractual disclosure should assist consumers to understand the terms of the contract they are considering, and compare two or more units. The disclosure model should also recognise that some detailed information (such as financial information) may not be available at the intermediate stage, but should be provided clearly at the pre-contractual stage.

If the staged disclosure model is not designed with those differences in mind and simply repeats the same information at both stages, it will only add cost and be of limited benefit to consumers.

##### **Consultation question 5:**

*Is any item in the list on pages 8 and 9 of the discussion paper not useful in deciding to choose a particular retirement village or not cost-effective to disclose? Why?*

In light of the principles and objectives of disclosure discussed above, we suggest that:

- only the most important information in the list on pages 8-9 should be included in disclosure documents.
- the most important information should be included in a Key Facts Sheet—a prescribed one page document which could form the first page of the disclosure document.

### *Intermediate disclosure in general*

In our view, the following items from the list on pages 8-9 of the discussion paper are the most relevant for a consumer considering moving into a unit or comparing different units:

#### **Village details**

- common name of the village
- address of the village
- nature of the ownership or the length of leases of units on offer

#### **Owner and manager details**

- name and address of the village owner and manager
- contact details for further inquiries

#### **Facilities, services and security**

- details of facilities and services, including optional services and their cost, and any restrictions on use

The amount of detail in this item should be minimised to keep the disclosure document as short as possible. The disclosure statement could simply list the most important facilities and services, whether fees or restrictions apply and how to find out more information.

#### **Restrictions**

Details of any:

- right of the manager to terminate occupancy
- restrictions on the use of units
- restrictions on transfer of the unit to another person
- restrictions on pets, visitors and car parking
- right of the manager to relocate residents without their consent
- restrictions on the resident's ability to remove their fixtures during residency and on departure

We note that the 'restrictions' item could potentially include considerable detail about relatively minor restrictions. We suggest a standard list of the most important restrictions could be developed based on consultation with residents' groups and industry. Each disclosure document would then list each prescribed restriction, whether it applies, and where prospective residents can find out more detail.

#### **Financial**

- the amount of any in-going contribution payable and whether it is refundable or not, including whether interest is payable
- the amount of any departure fee, or how it would be calculated
- the amount or method of calculating any refund of the in-going contribution, and when it will be paid
- a figure setting out total fees payable, including in-going contribution (less any refund), departure fees and regular ongoing fees (calculated at date of disclosure) to allow simple comparison of the price offered by different providers (discussed further below)

- how capital gain or loss will be shared
- the range of recurrent charges and how often they are due
- owners corporation fees
- who is responsible for different types of insurance
- who is responsible for the cost of refurbishment or reinstatement of units

Financial information will be the most important information to disclose. The cost of a unit will probably be the most significant factor in a consumer's choice of village and an uninformed choice can have considerable impacts on long term quality of life and financial stability. The current system used by retirement village operators to collect fees (comprising ingoing, ongoing and exit fees) conceals the true cost of moving into a retirement village. For many, deferred management fees (or exit fees) are particularly unclear. This can create complexity which, in our view, is unnecessary, creates poor outcomes for consumers, and is bad for competition.

One way to address this complexity is to provide a figure which sets out an approximate total cost of a particular unit based on standard a formula used by all providers. This figure could be expressed as a per month amount or an exit entitlement. As total cost can change depending on how long a resident stays in the unit, disclosure documents could be required to give an amount at different times (for example, at 2, 5, 10 and 15 years). This figure would not be an exact representation of the cost of the unit, and would not take fee increases and other unpredictable elements into account. However, it may provide a useful approximation and will be a vast improvement on current practice. As well as benefiting consumers, it will encourage competition between providers and may prevent disputes between residents and management.

### **Residents' rights**

- details of any residents' committee (this would simply state whether a committee exists, and how to find more information);
- details of dispute resolution mechanisms (though this will be more relevant at the pre-contractual stage).

### *Key Facts Sheet*

The disclosure document should incorporate a one page key facts sheet that would cover the most significant elements of the contract for a particular unit.

Key facts sheets are being increasingly adopted (for example for home loans, credit cards and insurance products) because evidence shows they are effective in explaining complex contracts to consumers. Research by Paul O'Shea of the University of Queensland showed that a key fact sheet disclosure model improved consumer comprehension of consumer credit products by between 400% and 1,800% (depending on the product type) over the standard disclosure model used in the financial services industry at the time of the study.<sup>10</sup> O'Shea's study found that, using the standard disclosure model, only 6% of consumers tested correctly answered questions about the true cost of a home loan contract, 15% on how long it would take to pay off their credit card

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<sup>10</sup> Paul O'Shea (2010) *Simplification of Disclosure Regulation for the Consumer Credit Code: Empirical Research and Redesign - Final Report*, Uniquet Pty Ltd. Page 6.



by making only minimum payments and 29% on the total interest charges on a car loan. Using the disclosure model developed by O'Shea, "almost 100% of [consumers] could answer almost 100% of the same questions"<sup>11</sup>

While this study considered consumer credit rather than retirement villages contracts, the challenges faced by consumers in trying to understand either of these kinds of contract are similar. In both cases, contracts are complex and require some specialist knowledge to understand them properly. Both also involve costs that are not transparent, meaning consumers find it difficult to judge the total cost of a product and compare the costs of competing products.

While the contents and format of a key facts sheet should be based on consultation with residents' groups and industry, we suggest that at the intermediate stage it would include:

- the name and address of the development;
- the most significant financial information;
- the most significant services and facilities; and
- the most significant restrictions.

The sheet would include statements to the effect that all details are correct at the date of printing and that a key facts sheet (or other disclosure documents) do not constitute an agreement or an offer.

A key facts sheet would be given to the consumer as part of any other disclosure, preferably as the front page of the disclosure document. This means that a key facts sheet would not duplicate information disclosed elsewhere and would not create a further burden for operators.

#### Document disclosure at intermediate stage

**Consultation question 7:** *Is any document in the list on pages 10-11 of the discussion paper not useful in deciding to choose a particular retirement village or not cost-effective to provide. Why?*

and

**Consultation question 9:** *What method of disclosure would be the most cost-effective:*

*(a) copies as a matter of course*

*(b) available for inspection with copies on request, with an obligation on the manager to advise the prospective resident of their right*

*(c) available for inspection, with an obligation on the manager to advise the prospective resident of their right?*

As discussed above, it is important to avoid providing too much information during the disclosure process. The documents listed on pages 10-11 of the discussion paper may be useful to some prospective residents, but they will not be needed by many others and they are not as important as other information. Providing them as a matter of course would create an unwieldy and possibly overwhelming disclosure package. For that reason, we suggest that:

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<sup>11</sup> O'Shea (2010), p 232.

- basic details of any waiting list fee (for example, a statement that there is a fee, how much it is and how to get further information) should be disclosed as a matter of course; and
- the other items on the list (including any further details of waiting list fee policy) should be made available on request.

**Consultation question 10:** *Should the village manager be allowed to make a reasonable charge for providing copies of documents to prospective residents? Why, or why not?*

We accept that larger documents may be costly for village managers to provide. However some prospective residents will consider these documents to be an necessary part of their decision-making process.

We believe that all documents listed on pages 10-11 should be provided free of charge, but that managers not be required to distribute them as a matter of course (instead requiring managers to provide them on request). This will both ensure that documents are freely available and also limit costs of operators.

#### Pre-contract information disclosure

**Consultation question 11:** *Is any item in the list on page 12 of the discussion paper not useful in deciding to enter into a retirement village contract or not cost-effective to disclose? Why?*

As with the discussion regarding intermediate disclosure, we recommend that only the most important information be included in disclosure documents, and that the most important information should be included in a Key Facts Sheet.

#### *Pre-contractual disclosure in general*

In our view, the items listed below are all important to informing a consumer's choice of retirement villages (and units within a village) and should be provided at the pre-contractual stage.

#### **Entry costs**

- purchase price of the unit or amount of in-going contribution payable, including whether interest is payable
- amounts and details of legal costs payable
- amounts and details of other up-front payments
- total amount payable on or before entry
- details of the estate agent or legal practitioner who will hold the in-going contribution

#### **Ongoing costs**

- details of recurrent charges payable, including how increases will be determined
- details of owners corporation fees payable

#### **Exit costs**

- the amount of any departure fee, or how it is calculated

- the amount of any refund of the in-going contribution, or how it will be calculated, and when it will be paid
- how any capital gain or loss will be shared
- details of the resident's liability for refurbishment or reinstatement of the unit
- estimate of the resident's exit entitlement after one, two, five and 10 years

### **Overall costs**

- as at the intermediate stage, a figure setting out total fees payable, including in-going contribution (less any refund), departure fees and regular ongoing fees (calculated at date of disclosure) to allow simple comparison of the price offered by different providers. This figure should be more precise at the pre-contractual stage compared to the intermediate stage disclosure as more details will be available to managers.

Other items from the list on page 12 of the discussion paper are useful but not as critical as those mentioned above:

- amounts payable to former residents in previous financial years that were not paid in full and on time, and the reason for the failure
- details of any negative statement by the auditor in the latest financial statement

We suggest these two pieces of information should be made available on request.

### *Key Facts Sheet*

At pre-contractual stage, a key facts sheet should include similar information as a sheet provided at the intermediate stage, though much of the information (particularly regarding financial details) which may have been absent at intermediate stage would now be provided in detail.

### ***Consultation question 12: What else would be useful and cost-effective to disclose? Why?***

We recommend that two other items are disclosed at the pre-contractual stage:

- Total amount payable per month (or another period, depending on the frequency that payments are made) including recurrent charges, owners corporation fees and any other fees. This will make the total ongoing cost clearer and allow easier comparison between providers and units;
- Resident rights to internal and external dispute resolution, and how to access these processes.

### **Contracts**

#### Current situation

As noted in the discussion paper, retirement village contracts can be long and unusually complex. As an indicator of the complexity involved, solicitors in our legal practice have on more than one occasion had to consult external barristers to assist in interpreting retirement village contracts. If these contracts are challenging for solicitors who specialise in consumer law, it is

very unlikely that unassisted retirement village residents will be able to understand their rights and obligations. It is even less likely that consumers are making informed decisions when they agree to the terms of a particular contract or compare the terms of two or more villages.

Improved disclosure will relieve some of these problems, but reform to improve clarity of contracts themselves is also necessary. While disclosure documents assist consumers to understand their contract and make a purchasing decision, the contract is the definitive description of the relationship between residents and management and should be understandable to residents.

**Consultation question 15:** *Would regulations on matters that must be excluded, matters that must be addressed, terms that are to be implied and a standardised layout make it easier for seniors to compare village contracts and to understand their rights and obligations before and after entering a village? Why, or why not?*

Yes. This kind of regulation (particularly a standardised layout) will help ensure the most important information in a contracts from different providers is set out prominently and is comparable.

#### Matters to be excluded and matters that must be addressed

**Consultation question 16 and 18:**

*Is anything on the list of matters to be excluded (page 15 of the discussion paper) or on the list of matters to be addressed (pages 16-17) not appropriate for village contracts?*

In our view there is nothing on these lists that are inappropriate.

#### Implied Terms

**Consultation question 20:**

*Is any term on the list on pages 17-18 not appropriate for implication into retirement village contracts?*

In our view there is nothing on this list that is inappropriate.

**Consultation question 21.** *Are there other appropriate terms that should be implied?*

We recommend adding an implied term that managers will make best endeavours to communicate and consult with residents on changes that affect residents (for example changes to services or to shared spaces) where this is reasonable.

We understand that tension in retirement villages can be caused by a lack of communication between management and residents and a lack of consultation with residents when management is making decisions about shared spaces and facilities.

A requirement to consult with residents is not unreasonable given that many residents will consider the availability of spaces, services and facilities when choosing a village, and will pay for the upkeep of these amenities through their ongoing fees. From that perspective, changes to

shared facilities are amendments to the bargain between residents and management and should be altered through negotiation where possible.

This term would not require management to consult on work that is urgent or necessary to ensure health, safety and security of residents, staff or visitors. However, this implied term could still require management to make reasonable endeavours to communicate with residents about such work.

### Standardised contract layout

#### **Consultation question 22:**

*Would a standard layout for village contracts make it easier for residents to compare contracts and understand their rights and obligations?*

Yes. Consistent with our comments above, a standardised layout will make comparing contracts of different providers simpler. A standardised layout could also improve awareness of key terms by listing more important matters more prominently than less significant points.

**Consultation question 23:** *If so, is the list on page 18 of the discussion paper an appropriate list of what a standardised contract should contain?*

We agree that the list on page 18 of the discussion paper are appropriate for inclusion in a standardised layout.

Of the items listed we believe the following are most significant:

- formal matters: as suggested in discussion paper, this would include the village name and address; parties' names; the date on which the contract is made; unit details including address and any garage, storeroom and parking space entitlements;
- the date that the resident occupies the unit; and
- the resident's rights under the statutory cooling-off period.

We recommend that CAV consider placing these items more prominently in the standardised layout.

In addition, the following topics are significant and should also be prominently placed in a standardised layout:

- financial details, in particular the amount of upfront, ongoing, and exit charges;
- facilities and services;
- restrictions; and
- details on rights and processes regarding internal and external dispute resolution.

After those points, we suggest listing matters such as:

- the existence and primacy of the Act and the regulations made under the Act; and
- any terms implied by the Act or regulations

These matters are still important and should clearly be included in contracts. However, these terms do not influence choice between providers because they are (largely) common between providers. For that reason they are less important to consumer at point they are signing contract.

Please contact David Leermakers on 03 9670 5088 or at [david@consumeraction.org.au](mailto:david@consumeraction.org.au) if you have any questions about this submission.

Yours sincerely

**CONSUMER ACTION LAW CENTRE**



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