



Henley Brae

MITTAGONG

FREQUENTLY ASKED QUESTIONS



Henley Brae
Retirement Community

37 Etheridge Street

Will I own my villa?

Henley Brae operates under a loan/license arrangement, which is the most common form of contract in retirement villages. Under this arrangement, you will pay us an entry payment (ingoing contribution) as an interest-free loan, which secures you a license to exclusively occupy your villa, but without having to legally own the property.

If I do not own my villa, how am I protected from being removed from the community?

Being a resident under a village contract, you will have a number of protections under the legislation, including: (a) The land is registered to show the community is subject to retirement villages legislation; (b) We cannot terminate your contract or require you to leave your villa without an order from the NSW Civil and Administrative Tribunal (NCAT) and only if there is good reason; and (c) There is a statutory charge over the village land to protect the value of your ongoing contributions in the event a refund is not paid to you when required. This means that, if for any reason we do not refund your loan to you when we are required to do so, you will have security over the land to force us to make a payment to you.

How do I reserve a villa?

To secure your villa, a deposit of \$10,000 will be required. This deposit is fully refundable if your purchase does not proceed to settlement for any reason – including if the sale of your current home falls through or you change your mind.

What if I change my mind after signing but before I move in?

You have a 7-business-day cooling-off period after entering into a village contract, which begins even if you have not yet occupied your villa. You will waive this right if you move into your villa during this period. If you withdraw from the village contract during the cooling-off period, we must refund all money that you have paid to us.

Will health care and services be available if the need arises?

A range of excellent care service providers from the local area are available to assist residents to continue to live independently in their home. Should the need ever arise, such services can be provided in the comfort and privacy of your own villa. This is on a user-pays basis and will be payable between you and those third-party providers directly. Villas have provision for adaptability and can be modified if necessary to cater to your care and support needs (with our prior consent).

Will I have access to 24-hour emergency assistance?

Our 24-hour emergency assistance is designed for residents who need a simple and reliable way to keep connected to emergency services and delegated family/friends in the case of an emergency. You will be provided with a personal waterproof pendant that can be activated in case of emergency. The alarm unit connects you to the 24-hour monitoring team who will contact emergency services, a family member, friend, or your carer as per your request.

Are pets allowed?

Yes, with management approval small house pets are welcome. There are, however, rules and processes which must be complied with as responsible pet owners, which will be detailed further in your contract and/or the rules for the community. These are designed to safeguard the interests of all residents.





Where can I obtain further information about making a move into a retirement community?

At any point in your journey, we can provide you with information to assist your understanding of the costs associated with moving into a retirement community. We are happy to meet with you (and your nominated representative such as a family member, or legal and financial advisor) to explain any of these details. NSW Fair Trading's website www.fairtrading.nsw.gov.au is another great resource for further information on retirement living and provides online calculators to assist you in gaining a comprehensive estimate of the costs and financial obligations of your contract.

What are levies?

All residents are required to pay a levy to meet the expenses of operating the community and the general services which are provided to (and may be enjoyed by) all residents of the community. Your levy covers the ongoing maintenance of your villa, buildings, communal areas and facilities, property and public liability insurance, council rates, 24/7 emergency monitoring as well as administrative and operational staffing costs. Levies will be adjusted annually under a fixed formula outlined in your contract. You will be liable to continue paying the levy for a maximum of 42 days after you depart your villa.

Who is responsible for maintenance?

The team at Henley Brae is responsible for attending to the maintenance within your villa and common grounds. We will organise to change your light globes, fix leaky taps, arrange scheduled maintenance for air conditioners, and resolve maintenance issues for fixtures and fittings covered under your contract. The costs of this maintenance will generally be covered by your levies unless more significant work or replacement of capital items are required, in which case we will be responsible for those costs. Should you wish to engage the Maintenance Officer for additional personal maintenance requests, e.g. flat pack assembly, TV installation, or furniture removal, an additional charge may be applied.

Can I make alterations to my villa after I move in?

Yes, we will not refuse any reasonable request for alterations to your villa. You are asked to submit a request detailing the alterations in writing for consideration and approval by the Community Manager. This is to ensure all relevant standards and regulations are adhered to. The cost of any approved alterations is borne by you and must be paid before the alterations are made and, if paid to us to undertake on your behalf, will be non-refundable. Consent to any alterations will only be given on the basis that on termination of your contract, you may be required to return the premises to the same condition as it was in before the consent was given, and the alterations were made.



LIBRARY IN THE PAVILION



What facilities are provided?

Residents will enjoy access to a wide array of on-site facilities, which include a gymnasium, library, indoor pool, the Pavilion and outdoor entertainment and BBQ areas. The list of available facilities will be set out in your contract.

What is the responsibility of the Community Manager?

The Community Manager attends to the day-to-day operation of the community including social activities, overseeing maintenance, promoting the general wellbeing of residents, and taking financial responsibility for operations. If there are any services provided by the Community Manager which will incur an additional cost, you will be informed before those services are provided.

Can family and friends stay with me?

Of course they can! Your villa is your home, and you are welcome to have family or friends stay with you for short periods. If they wish to stay longer than two weeks, we ask you to request written approval from the Community Manager. This is to ensure the safety, security, and privacy of all residents. The full details and processes relating to visitors and guests will be detailed in your contract and/or the rules for the community.

What if I change my mind after I move in?

If you are unhappy with your decision to move into the community, and you notify us in writing within 90 days from the latter of either the commencement of the contract, or the day you first occupy your villa, you will be able to terminate your contract and you will receive a full refund of all money you paid to enter the community and any monthly levy paid during your period of occupation within 14 days of your termination. If you terminate your contract during this settling-in period, you would only be liable to pay:

- Fair market rent for the period you occupied the villa;
- A reasonable administration fee (currently limited to \$200);
- The cost of any damage to the villa in excess of fair wear and tear; and
- The cost of any alterations or renovations specifically requested by you as well as the cost of removing them if we incur costs in doing so, which will be deducted from the refund we are required to pay to you.

What is the departure fee?

When you permanently vacate your villa, there is a departure fee payable. The specific fee structure will be detailed in your contract. The departure fee is based on your length of tenure and the financial model you choose when entering the community. The departure fee contributes to the provision of ongoing costs associated with the upgrade and expansion of services, leisure facilities, utilities infrastructure, and landscaping provided within the community.

Will I have to pay stamp duty at settlement on my villa?

No, stamp duty is not payable on the settlement of your villa. This represents a substantial saving that you would not enjoy the benefit of in an ordinary residential complex.



PAVILION INTERIOR



PAVILION EXTERIOR



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HenleyBrae.com.au

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