

RETIREMENT LIVING CODE OF CONDUCT

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FOREWORD

The *Retirement Living Code of Conduct* is an initiative of the Retirement Living Council, as a part of the Retirement Living Industry's Eight Point Plan for a policy platform that delivers quality resident experience. It aims to improve accreditation standards and coverage, and to set and maintain high standards about the marketing, selling and operation of Retirement Communities, including complaints and dispute management procedures for operators and residents.

This Code uses the term "Retirement Communities" to capture a broad range of seniors housing types that include both Retirement Villages (in their various forms) and Land Lease Communities. Retirement Communities combine a special type of high quality fit-for-purpose housing in a community environment, along with tailored support services, designed especially to meet the needs of older people.

The well documented growth of the senior population in Australia over coming decades presents a real challenge for governments to manage the health and housing needs of older people. Retirement Communities play an important and very much underrated role in helping seniors lead a happy and independent life for longer than they otherwise could, saving Australian taxpayers more than \$2 billion annually through lower health and aged care costs. Retirement Communities are central to providing affordable housing, preventative health and important community services to senior Australians in both regional and urban locations.

Retirement Communities in every Australian state and territory. As of 2014, there were approximately 2,270 retirement villages accommodating about 200,000 residents, and more than 1,000 Land Lease Communities accommodating more than 70,000 residents across Australia. This number is growing all the time.

Launched in 2017, the Code recognises that Retirement Communities are governed by a complex and diverse set of legislation and regulations, and it seeks to create a commonly accepted standard to help operators provide a trusted and high-quality service to those living in, and considering moving to, a Retirement Community. The Code has been developed by the Retirement Living Council after extensive consultation with industry stakeholders, including governments, operators and, most importantly, resident leaders through the Australian Retirement Village Residents Association. In forming the Code, best practice examples have been carefully considered both locally and from overseas. The development of this Code was also guided by the Australian Competition & Consumer Commission's *Guidelines for developing effective voluntary industry codes of conduct*.

We encourage industry participants, residents, prospective residents and interested stakeholders to familiarise themselves with the full list of provisions outlined in the Code. We hope that you find it a helpful aid to promoting and protecting customer rights, and providing a benchmark for good practice.

BACKGROUND

Introduction

The Retirement Living Code of Conduct is a voluntary industry code that is an initiative of the Retirement Living Council (RLC) and is maintained by the Code Administration Committee (CAC). The Code is structured into three sections comprising:

1. Background – Introduction, Purpose and Objectives of the Code;
2. Commitments – the Rules of the Code;
3. Administration – the Governance and Administration of the Code.

Purpose of the Code

The Purpose of the Code is to set and maintain commonly accepted high standards regarding the marketing, selling and operation of Retirement Communities, and in doing so promote confidence in and a greater understanding of the retirement living sector.

Objectives of the Code

1. Promote and protect the interests of customers (meaning both current and future residents);
2. Set commonly accepted standards about the marketing, sales and operation of Retirement Communities that are above and beyond statutory obligations;
3. Promote trust and confidence in the sector by current and future residents and broader stakeholders;
4. Promote a deeper knowledge and understanding of the benefits of Retirement Communities, focusing on customer choice;
5. Provide a framework to assist open, transparent and efficient resolution of complaints by residents against signatories to the Code;
6. Provide industry leadership to promote effective self-regulation.

Architecture of the Code Commitments

The Code Commitments in section two contains General Provisions and then code rules covering the three key phases of the resident's experience with Retirement Communities. The sub-sections are labelled:

- A. General Provisions
- B. Moving into the Community
- C. Living in the Community
- D. Leaving the Community

The Code Commitments are written in the first person, from the perspective of the Retirement Community operator. In committing to the principles of the Code, the operators are making these commitments to current and potential residents and other stakeholders.

About Retirement Communities

Retirement Communities combine a special type of high quality fit-for-purpose housing in a community environment, along with tailored support services, designed especially to meet the changing needs of older people. They allow residents to maintain their privacy and independence. They aim to provide a safe and secure environment with the reassurance of a variety of services which generally include on-site staff, communal facilities and in many cases optional care and support as needed.

The industry brings diversity of housing that is ideal for many ageing Australians as they seek an affordable and vibrant lifestyle. The term “Retirement Communities” is used in this Code to capture a broad range of communities including both Retirement Villages and Land Lease Communities.

To live in a Retirement Community, a prospective resident enters a contract with the owner or operator of the Community. There are various types of tenure in Australian Retirement Communities. Some offer freehold title to homes within their Community. It is more common for Retirement Village occupancy to be via a long term or lifetime lease or licence agreement between the resident and operator. Others offer a rental tenancy agreement. Residents of Land Lease Communities generally own their home and lease the land upon which it sits.

A Retirement Community is not an investment property. Nor is it a vehicle to build personal wealth. It is a place to live and a hub for services; a place to enjoy facilities, activities and the company of others.

More than 198,000 seniors across the nation call a Retirement Village home and more than 70,000 people call a Land Lease Community home.

About the Retirement Living Council

The Retirement Living Council (RLC) plays a critical leadership role in the ongoing growth and sustainability of the retirement living industry. The RLC is a division of the Property Council of Australia, the leading advocate for Australia’s \$600 billion property industry and counts the bulk of the nation’s major investors, property owners and developers among its members.

A part of the Property Council of Australia, the Retirement Living Council is the only national organisation solely focused on advocating on the critical issues facing housing and services for older people, supporting and promoting members and the retirement living industry at large.

Our members determine the industry’s national priorities and set the advocacy agenda, which includes enabling age pensioners to unlock home equity to allow them to downsize without penalty, improving the planning treatment of Retirement Communities and promoting the independently proven benefits of Retirement Community living.

We are dedicated to proactively generating greater understanding about the lifestyle opportunities Retirement Communities provide for older Australians and the positive impacts they have on our communities.

The Retirement Living Council aims to:

- Promote confidence in the retirement living sector;
- Focus on customer choice;
- Increase knowledge of the sector;
- Set and maintain high standards about the marketing, sales and operation of Communities.

Definitions

Code Administration Committee

The committee described in Section 3 “Administration” that is responsible for overseeing this Code of Conduct.

Code Commitments

The rules of the Code of Conduct, contained in the section “Commitments” to which signatories are

committing.

Code Compliant

Complying with the Code Commitments.

Deferred Payment

Also known as a departure fee, exit fee, deferred management fee, deferred fee, retention amount or outgoing payment. The deferred payment represents the second part of the house purchase price and is deferred until after the resident leaves the village and, in most cases, until their unit is resold or re-let.

Land Lease Community

Also known as over-55s communities, lifestyle communities or manufactured home parks. Similar to retirement villages, lifestyle communities are designed to offer active, social lifestyles for retirees aged 55 and over. They generally offer a range of communal facilities, social activities and services such as gardening and home maintenance.

Operator

Although the definition varies from state to state, this is a person or company or trust who operates a Retirement Community and may also mean the owner.

Retirement Community

A term used in this Code to capture a broad range of fit-for-purpose housing in a community environment, designed especially to meet the changing needs of older people and including both Retirement Villages and Land Lease Communities.

Retirement Village

A Retirement Community that is regulated under state Retirement Village Acts or their equivalent and which generally offers occupancy via a long term or lifetime lease or licence agreement between the resident and operator, but may also offer occupation via a rental tenancy agreement, freehold title or strata title. Retirement village residents typically make an entry payment for the right to reside in the village, pay ongoing fees such as service fees, rates and utilities throughout their stay, and a deferred payment when they leave.

Signatory

An Operator who subscribes to this Code and agrees to be bound by the Code Commitments.

COMMITMENTS

A GENERAL PROVISIONS

A1 Overall

- A1.1 As a signatory to Code, we will comply with the Code Commitments in relation to our Retirement Communities. Our activities will be consistent with the spirit of the Code and we will not bring it into disrepute. We will readily implement any relevant guidance from the Code Administration Committee (CAC) on Code compliance matters.
- A1.2 In all our dealings with our current, potential and future residents, we will act with integrity, and in a professional, reasonable, fair, transparent, and non-discriminatory manner.
- A1.3 We will comply with all relevant legislation and regulations. We will hold all the licences, registrations and permissions required to enable us to carry out our activities lawfully. We will comply with any decisions of the courts or tribunals that set precedents relating to our activities.
- A1.4 We will draw this Code to the attention of our employees and train them, as necessary, to deliver both their legal obligations to customers and their responsibilities under this Code. We will monitor their performance.
- A1.5 We recognise that this Code of Conduct is the first level of the [Lifemark¹] Accreditation Scheme and that we cannot maintain voluntary [Lifemark] Accreditation without also being Code Compliant.
- A1.6 We will agree a clear process for consulting and responding to the Australian Retirement Village Residents' Association including its state affiliates. We will respond positively to any requests for consultation from residents on such matters, wherever possible.

A2 Monitoring Compliance with the Code

- A2.1 We will nominate a Code Compliance Officer who will:
- a) Provide a first point of contact for our customers and the Code Administration Committee (CAC) on Code compliance matters.
 - b) Maintain an overview of the implementation of the Code across all our Retirement Communities.
 - c) Communicate information on the Code, and any guidance on compliance matters from the CAC, to residents and staff in our Communities.
 - d) Ensure that we implement any guidance from the CAC on compliance matters, and any future amendments to the Code, by amending our materials, processes and systems, as necessary, as soon as possible.
- A2.2 We will internally audit our own compliance with the Code once a year, take action to rectify any failings as necessary, and provide written confirmation to the CAC of compliance. The Annual Compliance Certificate form is contained in Appendix A of this Code. We will foster and encourage a culture of continuous improvement with a focus on customer-focused approach.
- A2.3 We will readily facilitate any compliance assessment or investigation by the CAC.
- A2.4 We acknowledge the CAC's Complaints Handling Process, the principles of which are contained in

¹ The Lifemark scheme is under review and the name of the scheme may change.

section three of this Code under Administration.

A3 Promoting the Code of Conduct

- A3.1 We will inform customers and residents that we subscribe to this Code and make them aware of its benefits. In particular, we will:
- a) Display the Code Compliance logo in our marketing materials;
 - b) Display the Code Compliance certificate prominently at our Communities;
 - c) Make the Code available via our website;
 - d) Make hard copies of the Code available to customers free of charge.

B MOVING INTO THE COMMUNITY

B1 Marketing and selling the community

- B1.1 We will ensure that our advertising and marketing material complies with relevant Commonwealth, State or Territory legislation and regulations.
- B1.2 We will ensure that our sales and marketing material is: legal, honest, and truthful; is current, clear, accurate and consistent. We will ensure that it shall not be misleading and deceptive or likely to mislead or deceive.
- B1.3 We will ensure that the available 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, any care services available, the financial costs and obligations, and information about our current residents.
- B1.4 We will respect any customer's express wish not to receive unsolicited visits, canvassing, mailouts, emails, text messages or telephone calls.
- B1.5 We will ensure that our staff do not place undue or improper pressure on potential residents to purchase either accommodation or services in our Retirement Communities. We will allow customers sufficient time to digest information and to raise queries with us before making any formal commitment.
- A.1.1 We will provide clear written information about:
- a) the Retirement Community including its facilities;
 - b) the Retirement Community manager or operator;
 - c) the type of accommodation that is available;
 - d) the services that are available; and,
 - e) the financial obligations and costs associated with moving into, living in and moving out of the Community.
- B1.6 We will provide clear written information on the process and cost of reserving a residence in the Retirement Community and how any deposit is protected and may be returned. We will provide clear information about any payments that are not refundable.
- B1.7 In providing information about services including management and care, we will clearly distinguish between standard and optional or additional charges.
- B1.8 We will provide customers, where possible, with information about any charges payable to third parties (e.g. utility companies, local authorities) and their indicative costs.

B1.9 We will advise customers, where possible, if we have a financial interest in any other firm involved in operating the Retirement Community and if we receive an incentive or commission from third party suppliers relating to any of the services paid for by residents through the service charge.

B2 Contracts and terms and conditions

B2.1 We will provide prospective residents with disclosure information or other written documents (as required by state legislation and regulations) in a timely manner. At the time of providing any disclosure information, we will also provide every intending resident with a copy of this Code of Conduct.

B2.2 We will encourage all potential residents to seek independent legal advice before signing a contract to purchase a residence. We encourage potential residents to share this information with family members and trusted advisers.

B2.3 We will ensure there are transparent and easy-to-understand descriptions in contracts of entry payments, ongoing service fees, reinstatement costs, and deferred fees and payments, so residents have clarity and certainty about the costs associated with living in the Retirement Community. We will ensure that contracts comply with the relevant legislation.

B2.4 We will provide clear information about which maintenance services (and costs) will be included as part of the overall service offering at the Community, and which services are additional and must be separately funded by residents.

B2.5 We will provide new resident contracts in writing and in plain English, and which:

- a) seek to implement recommendations of the RLC's National Guide to Creating Simple and Effective Retirement Living Contracts if appropriate;
- b) clearly sets out our rights and responsibilities, and those of the residents;
- c) accommodates special requests from prospective residents to provide the contracts in other formats such as larger print versions.

B2.6 Where we are required to report to residents on the financial affairs of the Retirement Community, we will provide information on the Community's budget with the Contract, including:

- a) the current year's resident charges and other sources of income;
- b) the current year's expenses;
- c) details of the most recent surplus or deficit;
- d) the capital works fund (or sinking fund), and planned expenditure.

B2.7 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;
- d) the disposal of rubbish.

B2.8 We will make clear, in the contract, and/or in our policies, how we manage the circumstances under which we may ask a resident to move temporarily or permanently to another address within or outside the Retirement Community. In any such cases, we shall consult the resident, family members, and healthcare professionals.

B2.9 We will place as few restrictions as possible on residents, so that they are able to enjoy their own

lifestyle and live with maximum independence.

B3 Before moving and new resident arrivals

- 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 negotiate alternative arrangements. We will provide appropriate remedies where necessary to minimise any undue hardship or distress.
- B3.2 In handing over a property to an incoming resident, we will explain how key services operate and demonstrate relevant appliances and equipment which we provide. We will also provide information on the roles and responsibilities of staff, our customer service arrangements, and how they can contact us for assistance.

C LIVING IN THE COMMUNITY

C1 Managing our relationship with customers

- C1.1 We will maintain appropriate and effective customer service arrangements.
- C1.2 We will invite feedback from residents on our facilities and services, including those provided by any contractors, at least once a year. We will report back to residents on the findings and on any resulting actions, and if we cannot act on any suggestions, explain why.
- C1.3 We will ensure that any personal care services we offer or facilitate comply with the requirements of the relevant regulator. Personal care services will be clearly described in a separate agreement between us and the residents involved.
- C1.4 We will take steps to ensure that there is reasonable consultation with residents of the Retirement Community in relation to any matter that could have a significant impact on their financial affairs, the amenity of the Retirement Community or their way of life, including changes to the dispute resolution policy, changes to Community rules or changes to the operator's marketing policies for re-sales.
- C1.5 We will maintain written policies and procedures regarding the frequency and conduct of meetings with residents, and the rights of our residents to consultation.
- C1.6 We will maintain written policies and procedures about accessing the homes of residents. These will be consistent with our contractual and statutory obligations.
- C1.7 We will maintain a written privacy policy that is consistent with Commonwealth and State legislation and enables a resident to have access to information held by the operator about that resident.

C2 Managing our staff

- C2.1 We will maintain written policies and procedures regarding the management of our staff. These will include procedures for inducting new staff and contractors.
- C2.2 We will appoint managers that have the requisite skills and abilities to manage a Retirement Community, including both the physical assets and customer's needs.
- C2.3 We will provide ongoing training, as required, for staff to ensure they maintain current and best practices.

C3 Managing property and safety

- C3.1 We will maintain written policies for Work Health and Safety which comply with relevant legislation. We will maintain written policies and procedures concerning general safety and

security, electrical safety, fire safety and emergency management.

- C3.2 Our property management policies and procedures will include considerations of maintenance, upgrading, short-term and long-term capital expenditure, the age and type of infrastructure and ongoing compliance with relevant legislation.

C4 Handling and resolving complaints

- C4.1 We will maintain a complaints-handling process that is customer-focused and provides for continual review and monitoring of the processes.
- C4.2 We will encourage our employees to welcome all forms of feedback from residents, whether positive or negative. We will treat all feedback seriously, review it, and use it to promote continuous improvement in our services.
- C4.3 We will maintain clear written policies and procedures for handling and resolving written complaints and disputes. We will make these procedures available to residents and will ensure that this provides a clear framework for all parties to participate in a process that hopefully leads to resolution of the issue within the Community and without the need for external referral. The procedure will include our full contact details.
- C4.4 Our procedures will assure complainants that we will acknowledge a written complaint, treat it confidentially, and provide an initial response in writing, as soon as possible. Where complainants tell us that they are not satisfied with our response, we will not require them to write in again to pursue the complaint through any escalation procedure. We will maintain a complaints register where we record the dates when we: received a written complaint; acknowledged it; and issued any initial or subsequent response or decision.
- C4.5 We will provide training to our customer facing staff in complaints-handling and specifically in our internal complaint-handling processes. We will make our staff aware of their specific roles and responsibilities in that process.
- C4.6 Where possible, we will endeavour to resolve complaints at the Community or Operator level within 15 working days or such later time agreed with the complainant in order to obtain information or undertake the relevant investigation. If a later time is agreed, we will keep the complainant informed of progress on a regular basis.
- C4.7 We will follow a cascading complaints-handling policy, which allows complaints to be escalated to higher authorities in a way that seeks to resolve them in a cost effective and efficient manner that is fair and reasonable to all parties.
- C4.8 We will advise complainants that they may refer the complaint to other avenues including through the RLC's Complaints Handling Process, independent mediation, or the relevant state regulatory authority if they remain dissatisfied with our final decision, or we fail to provide that decision by the relevant deadline.
- C4.9 We will encourage customers to seek resolution of complaints in the following order:
- a) The Community Manager of the Operator;
 - b) A senior manager or executive of the Operator who is not the Community Manager;
 - c) Via the CAC's Complaints Handling Process;
 - d) The relevant statutory authority.
- C4.10 We will co-operate with the CAC or any regulatory authority during any investigation and comply with any decision as required.

- C4.11 We will respect and cooperate in the same way with an intermediary acting on behalf of complainants as we would with the complainants themselves.
- C4.12 Nothing in this Code precludes an Operator from offering or maintaining additional complaints handling and dispute resolution processes.

D LEAVING THE COMMUNITY

D1 Clarity of contracts

- D1.1 We recognise that many of the complications that arise from contractual misunderstandings occur at the end of a resident's tenure, especially when dealing with their relatives who may have little knowledge of the agreed contract.
- D1.2 To avoid misunderstanding we will endeavour to be clear in new contracts about: the work that may need to be done on a unit before it is marketed; the differences where applicable between reinstatement and upgrade works; and when the resident (or their estate) will receive their financial entitlements in relation to the resale.
- D1.3 We will endeavour to document in new contracts as many of the circumstances that may give rise to the termination of a resident's contract, including:
- a) the resident giving notice that they would like to terminate the contract;
 - b) the resident's death;
 - c) the resident breaching their contract or a Community's rules;
 - d) the resident's care needs changing.

D2 Communication

- D2.1 We will respectfully and clearly communicate with the outgoing residents, their guardians or their estates with information about the moving out process, including:
- a) any planned or proposed physical works to the unit;
 - b) the re-selling process, including choices about the selling agency;
 - c) relevant financial costs;
 - d) the expected timing of each part of the process.
- D2.2 The financial information we provide should include, if applicable:
- a) reinstatement or upgrade costs;
 - b) ongoing holding costs, such as resident charges;
 - c) selling costs such as sales commissions;
 - d) deferred payments.
- D2.3 Where we are undertaking the re-sale and marketing, we will keep outgoing residents, their guardians or their estates regularly updated with information about the number and timing of prospective purchasers.

ADMINISTRATION

Code Administration Committee

The RLC has established a *Code Administration Committee (CAC)* to oversee the ongoing content, implementation, promotion and effectiveness of the Code. This Committee has broad stakeholder representation, meets at least twice per year, and comprises the follow members appointed for an initial two-year term:

- 1 RLC management member (coordinator)
- 4 industry members (drawn from the RLC)
- 2 resident representatives (drawn from ARVRA nominees)
- 1 consumer representative (drawn from National Seniors Australia/COTA)
- 1 regulatory/consumer affairs representatives (CAANZ)

Before appointment, CAC Members must demonstrate relevant skills and experience to represent their particular stakeholders.

Code Adoption and Code Register

All retirement village operators are encouraged to subscribe to the Code.

Each organisation that subscribes to the Code becomes a signatory and is placed on a Code Register which will be made publicly available online. The Code Register is maintained by the CAC.

Code Review and Ongoing Consultation

The CAC commits to ongoing consultation with Resident Organisations and Stakeholders to ensure that the Code remains current and relevant, that its objectives are being met and that it remains broadly accepted by stakeholders.

The Code Review Process is as follows:

- A first review of the Code to be held no later than 12 months after its implementation, to be overseen by the CAC;
- Regular reviews to then be held once every two years;
- Reviews to be measured against a set of performance indicators to be agreed to by the CAC;
- The CAC to produce an annual review document, in line with the ACCC's suggested template.

Self-Assessment and Compliance

From the initiation launch date of the Code, there is a 12-month transitional period in which signatories must ensure that they become compliant to the Code.

Signatories must annually certify that they have met the principles of the Code. (The form of the Compliance Certificate is contained in Appendix A of this Code.) Signatories who are currently Code Compliant are listed in a publicly available online register.

Code signatories commit to maintaining an in-house system for compliance with the Code. For Code signatories that are not accredited by Lifemark Accreditation (or its equivalent), a system will be made available to signatories that complies with AS ISO 19600:2015 (the standard that replaces AS 3806 as recommended by the ACCC).

Complaints Handling Process and Escalation

A principle of the Code of Conduct is that its signatories agree to implement a complaints-handling process as described in section C4 of the Code Commitments. The process is intended to assist both residents and operators reach resolution on complaints and disputed matters more efficiently and cost effectively than following the prescribed method in many jurisdictions.

Signatories encourage residents to resolve complaints in a cascading fashion that firstly seeks to openly resolve complaints at the Community or Operator level. Where resolution has failed, the RLC is making available a process that seeks to proactively resolve issues without the need to escalate the matter to the relevant statutory authority. This is designed to provide an independent, scaleable, cost-effective and speedy resolution of complaints that have not been resolved internally by the Operator.

CAC Complaints Handling Process

The CAC [will have] has developed an CAC Complaints Handling Process (**CHP**). This provides a framework for handling and hopefully resolving written complaints by Residents against Operators that have not been resolved internally.

The key principles of the CAC Complaints-Handling Process (**CHP**) include:

- A signatory should implement a complaints-handling process as described in C4 of this Code;
- Complaints that are escalated must be made in writing and the parties must first have attempted resolution at the Community or Operator level;
- Written complaints from Residents about Operators will be registered by the CAC in a *Complaints Register*. The outcome of the process will also be recorded in the Complaints Register. The RLC will provide resources to adequately undertake this function;
- The CACC will not accept or tack complaints made by a resident against another resident;
- The CAC Complaints Handling Process is not mandatory for either the resident or the Operator but is intended to provide a pathway and framework for resolving escalated complaints directly, simply, cost effectively and before more formal and expensive statutory processes occur;
- The CAC will maintain a list of independent mediation services (or individual mediators) to whom the parties will be referred. The parties must both agree to the selection of the mediator. The mediation services will be charged at commercial rates and the costs will be borne by the parties in an agreed ratio. The CAC will continue to monitor the results of the process;
- Nothing in the process prevents the customer or the Operator from pursuing other avenues, including independent mediation, or their statutory rights, including making an application directly to the relevant statutory body.

Disciplinary Action for Non-Compliance

The Code Administration Committee will also consider questions of non-compliance with the Code of Conduct arising from complaints. Following stringent guidelines, signatories who are deemed to be non-compliant may ultimately be removed from the Code Register.

Cost to Code Signatories

The Code of Conduct is designed to be a cost-effective self-regulatory industry code that sets and maintains commonly accepted high standards regarding the marketing, selling and operation of Retirement Communities.

In order to provide the required administrative function, including that of the Code Administration Committee and the CAC Complaints Handling Process, signatories may be required to pay an annual fee as

determined from time to time by the CAC.

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APPENDIX A: COMPLIANCE CERTIFICATE

A principal of the Code of Conduct is that its signatories agree to audit their own compliance with the Code annually, take action to rectify any failings as necessary, and provide written confirmation to the Code Administration Committee of that compliance. The following document is the form of the Annual Certificate of Compliance.

RETIREMENT LIVING CODE OF CONDUCT

Annual Certificate of Compliance

We, [*insert the name of the operator*], have reviewed the Code of Conduct along with amendments and guidance provided by the Code Administration Committee.

We confirm that we have:

- complied with the relevant terms of the Code during the past year
- made relevant changes to our processes and procedures to meet changes in the Code during the year
- followed the complaints-handling process of the Code

Signed on behalf of the Operator by

Name

Dated