

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.

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 or calling 1300 55 81 81.

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- 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 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 مكالمات 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 telefonda 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 ለቪኩቶሪያ 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	Kithbrooke Park Country Club
Village street address	350 Grossmans Rd Torquay VIC 3228
Village postal address	201/505 Toorak Rd Toorak VIC 3142
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	Kithbrooke Park Developments P/L		
ABN / ACN	129 322 682		
Address for service	201/505 Toorak Rd Toorak VIC 3142		
Operator name	Holiday Retirement Corporation P/L		
ABN / ACN	120 175 046		
Address for service	201/505 Toorak Rd Toorak VIC 3142		
Telephone	0418 384 506	Email	manager@kithbrookepark.com.au
Date current operator commenced in that role	2008		

3. Operator representative

Name of representative	Mel Bogdanovski
Position of representative	Manager
Location within village	Clubhouse

Times available

0900 – 1700 Mon - Fri

Telephone

0418 384 506

Email

manager@kithbrookepark.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		198		
Serviced apartments				
Villas or townhouses				

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:

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:

Residents garden in own rear yards

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

Construction timeframes
(anticipated start and finish dates)

10. Security and emergency assistance systems

The village is equipped with the following security system

The village is equipped with the following emergency assistance system

Safety Link emergency 24 Hour call monitored 7 days a week

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:

☐ Owner Resident An owner resident owns the premises, company shares or units in a trust which forms the basis of their right to occupy.	☒ Non-Owner Resident The resident does not own the premises but is granted a right to occupy the premises on the following basis:
☐ Estate in fee simple: A resident purchases a strata titled unit or a freehold lot in the village, becoming the registered proprietor.	☒ Licence: ☒ term...99 years or ☐ periodic tenancy 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.
☐ Company title: 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.	☒ Lease – ☐ term...99 years.....or ☐ periodic tenancy A resident has a leasehold interest, but does not own the unit or the land.
☐ Unit trust: 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.	☐ Other

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
2024	19,774 surplus	
2025	7,778 surplus	
2026	24,681 surplus	

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 \$ 75,301

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):

Vehicle, electrical breakdown

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

The operator maintains comprehensive insurance coverage, including building and industrial special risks insurance (covering fire, storm, flood and malicious damage), public liability insurance, machinery and electrical break down insurance, and where applicable workers compensation and business interruption cover. These policies are considered sufficient to migrate foreseeable risks to the village, and therefore no separate reserve funds established.

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
Entry costs: paid before or on entering the village					
Waiting list fee	☐ Yes ☐ No	☐ Yes ☒ No		<i>On joining waiting list</i>	<i>Anyone can join the waitlist, there is no charge</i>
Is the waiting list fee refunded on entry?	☐ Yes ☐ No	☐ Yes ☐ No			
Holding deposit	☐ Yes ☐ No	☒ Yes ☐ No	1,500	<i>On reserving a unit</i>	<i>Upon proceeding to purchase, the holding deposit forms part of the payment towards the sales ingoing price</i>
Entry payment	☐ Yes ☐ No	☒ Yes ☐ No	740,000 – 1,000,000	<i>On entry</i>	<i>Prices on homes vary according to size and position. The entry payment is the total amount paid for the home</i>
Other entry fees or charges – specify:					
Ongoing costs: paid while residing in the village					
Rent	☐ Yes ☐ No	☐ Yes ☒ No		☐ Weekly ☐ Monthly ☐ Annually	

Maintenance charges	☐ Yes ☐ No	☒ Yes ☐ No	\$456.44.- Service Charge \$103.56 – Unit CMF Total \$560.00	☐ Weekly ☒ Monthly ☐ Annually	These charges are current as at the date of the information statement and invoiced monthly via Direct Debit for the service charge & unit capital maintenance fund.
Owners corporation fees	☐ Yes ☐ No	☐ Yes ☒ No		☐ Weekly ☐ Monthly ☐ Annually	
Optional services charges	☐ Yes ☐ No	☒ Yes ☐ No	• Meal provision prepared meals available. • Gardening services • Hairdressing services • Cleaning services • Podiatry • Physio • Water aerobics	☐ Weekly ☐ Monthly ☐ Annually	The resident can choose the frequency and type Hourly rate or per service applies
Capital maintenance fund contribution	☐ Yes ☐ No	☒ Yes ☐ No			The capital fund covers maintenance on all buildings and common areas including homes
Utility charges	☐ Yes ☐ No	☒ Yes ☐ No	Approximately \$660 p/a electricity		Residents pay own electricity, water and telecommunication charges
Council rates	☐ Yes ☐ No	☒ Yes ☐ No	Approximately \$1,900 p/a		Rates are issued yearly by Surfcoast Shire and vary according to the size and price of each home
Land taxes	☐ Yes ☐ No	☐ Yes ☒ No			
Other ongoing fees or charges – specify:					

Costs and entitlements on exit: when permanently leaving the village					
Deferred management fee (% of entry payment per year)	☒ Yes ☐ No		5.83% x 6 years with a maximum of 35%	<i>On exit</i>	<i>This fee is calculated on the ingoing purchase price according to the Retirement Villages Act Victoria</i>
Resident receives a share of capital gain on exit	☒ Yes ☐ No		50% of capital gain	<i>On exit</i>	
Resident is liable for a share of capital loss on exit	☒ Yes ☐ No		50% of Capital Loss	<i>On exit</i>	
Other ongoing fees or charges – specify:					
Ad Hoc fees and fees for service					
Other one-off or ad-hoc fees or charges – specify:					

21. Attestation

Operator attestation	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	
Print name	Mel Bogdanovski
Date	22/4/26

Proprietor attestation	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	
Print name	Peter Counihan
Date	22/4/26

Attachment 1: Services and facilities

Service or facility	Optional or mandatory	Fee for use (dollar figure or inc. in maintenance charge)	Further information and any restrictions
24-hour, 7-day emergency call system monitoring; onsite village manager and Caretaker providing resident support and operational oversight	mandatory	Inc in maintenance charge	
Day-to-day management of village operations; coordination of contractors and service providers; financial administration; compliance with legislative and regulatory requirements	mandatory	Inc in maintenance charge	
Maintenance and repair of all communal buildings and facilities (including Clubhouse/Lakehouse); upkeep of roads, pathways, lighting	mandatory	Inc in maintenance charge	
Cleaning of communal facilities; electricity and lighting for all spaces; general presentation and upkeep of common areas	mandatory	Inc in maintenance charge	
Gardening and landscaping of all common areas; maintenance of open spaces, walking tracks, waterways, habitat zones, and recreational outdoor areas lawn to the front of villas & garden beds	mandatory	Inc in maintenance charge	
Garbage collection and recycling services for common areas (excluding individual household waste, which is managed via Council rates)	mandatory	Inc in maintenance charge	
Operation, maintenance, and availability of village bus service for resident transport	mandatory	Inc in maintenance charge	

Operation, administration, and maintenance of communal facilities including clubhouse/Lakehouse, gym, swimming pools, library, dining areas, and other recreational spaces	mandatory	Inc in maintenance charge	
Total mandatory service and facility charges		\$560 per month	
Total optional and mandatory services and facilities charges			

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

Vero insurance

Amount insured

20,000,000

Period of cover

13/4/26 – 13/4/27

Premium

\$4,750

Excess

Property 1,000, personal injury 1,000, injury contractor 10,000, injury labour hire 10,000

Exclusions

Aircraft, hovercraft, watercraft

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

☒ Burst pipes or sudden water leaks

☒ Storm, wind or hail

☒ Vandalism

☒ Rainwater damage

☐ Flood

☐ Other risks covered (please specify):

Name of insurer

Ansvar Insurance Ltd

Amount insured

105,000,000

Period of cover

13/4/26 – 13/4/27

Premium

94,956,000

Excess

10,000

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 summarizes 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.