

Lutheran Aged Care

Pemberton View

Information Booklet



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Table of Contents

Introduction	3
Background Information	3
Our Vision, Our Mission, Our Values	5
Retirement Village Act, 1999	6
Pemberton View	6
Availability of Units	7
The Loan Licence Agreement	7
Maintenance	10
Alterations and Additions	10
Emergency Call System	11
Securing a Unit - Financial Arrangements	11
Basic Rights and Management	12
Additional Care Services	13
Management Responsibilities	13
Resident's Responsibilities	13
Mail	17
Church Services and Chaplain	17
Village Rules	18
Pets	18
Community Services Programs; Residential care Services	19
Community Centre	20
Dispute Resolution	20
Visitors	21
Public Liability Insurance	21
Moving into <i>Pemberton View</i>	22
Exiting <i>Pemberton View</i>	22
Privacy Policy	23

Introduction

The purpose of this booklet is to provide general information on *Pemberton View* retirement village - **Lutheran Aged Care, Albury**.

It will provide answers to some commonly asked questions and will assist you in making your decision on entering one of our quality units.

This forms part of our total information package. Should you have any questions, please contact us.

Background

Lutheran Aged Care commenced operations in 1960 when members of the Lutheran Church in Albury established a hostel in Riverview Terrace for the older members of our community. The beginnings were humble, many hours of dedicated voluntary work were involved, and the community of Albury and District were generous in their financial support.



Dellacourt was established in 1960 and has been operating from the site in O'Brien Court since 1990. There are 122 rooms across the site, each with their own ensuite, allowing for the privacy of each individual. Respite Care is also available.

Care recipients are supported in their daily activities by care staff under the supervision of Registered Nurses and/or Unit Managers, and have access to dining, lounge, and outdoor areas within the unit.

Granite Hall together with several lounge and communal areas throughout the facility, cater for the social needs of care recipients. There are also beautiful and well-maintained garden areas around the facility, for care recipients and visitor's enjoyment.

Yallaroo provides high level care for 60 residents, incorporating special needs and general care. The houses have 15 single room, each with their own ensuite. Within all houses there is a communal lounge, dining room, and access to outdoor areas.

Care recipients are supported in their daily activities by care staff under the supervision of Registered Nurses and/or Unit Managers.

The Trinity Centre together with several lounge and communal areas throughout the facility, cater for the social needs of care recipients. There are also beautiful and well-maintained garden areas around the facility, for care recipients and visitor's enjoyment.

Emily Gardens was built in 2008 following several years of negotiations with the Department of Health and Ageing and fundraising by The Rock and District Aged Care Facility Committee and Lutheran Aged Care. Comprising 30 of rooms and divided into two houses – Corella House (special needs accommodation) and Kingfisher House.

The Emily Centre is the activity hall that is also available for community events involving care recipients of Emily Gardens. Respite Care is available at Emily Gardens.

The development of *Pemberton View* Retirement Village provides a secure community environment, with an affordable, comfortable retirement lifestyle. Set within Lutheran Aged Care, residents can access support and care at home or residential aged care if needed.

Our Vision

Lutheran Care Services, providing innovative and progressive aged care, health care and wellbeing services – with passion.

Our Mission

Lutheran Care Services will become the most 'in demand' care provider in our community by delivering excellent consumer-directed care.

Our Values

The values of Lutheran Care Services provide the Board, management, staff and volunteers with a touchstone against which individual, team and organisational behaviours can be aligned and measured.

Christian Love
& Acceptance

Christian love and acceptance of all underpins all that we do and say

Excellence

Excellence driven in all that we do

Diversity &
Inclusivity

Diversity of people and services and inclusivity of all people

Respect &
Dignity

Respect and dignity for all with whom we have contact

Professionalism

Professionalism in our dealings with people

Honesty &
Transparency

Honesty and transparency in all that we do and say

Retirement Village Act, 1999

This Act has been gazetted to ensure that all information relating to the operation of Retirement Villages in NSW is available to consumers.

The document “Retirement Village Living” - An Overview of the NSW Retirement Village Laws (prepared by the Department of Fair Trading) is included in this package. Please take time to read this carefully.

The ‘Retirement Village Act of 1999’ and the “Retirement Villages Regulations 2017” set out how retirement villages are to operate. A copy of these can be obtained (on loan) from our office.

Pemberton View

Pemberton View retirement village consists of 35 units developed for independent living, a community centre and administration area, together with a village park. Units are either 2 or 3 bedrooms in design and built to meet the requirements of ageing folk. For example, there will be no steps within the unit or surrounding pathways, provision is made for handrails if required in the future, bathrooms are designed for easy access.

The Community Centre contains a meeting area, lounge with bar, a library, an activities room and kitchen.

Another feature of *Pemberton View* is ‘Grace Park’ - barbecue facilities are available for family or group social occasions.



Availability of Units

All units are currently occupied, and a waiting list has been established for future vacancies.

Should you wish to become a resident at *Pemberton View*—you will need to complete the enclosed form “*Application to be placed on waiting list*”.

Our Policy on waiting lists is detailed in *Securing a Unit – Financial Arrangements* on page 12 of this booklet.

The Loan Licence Agreement

What does “loan” and “licence” mean?

Residency in an independent living unit is provided by ‘Loan and Licence Agreements.’ This means that the resident makes an interest free **ingoing contribution loan** to Lutheran Aged Care and in return the resident receives a **licence to occupy** the unit.

When the occupancy ends, and another loan is received (or within six months) the departing resident receives the amount of the original loan reduced by a **non-refundable amount**. An example showing how this operates is on the next page. As part of this Agreement, residents have access to village amenities that include a community centre - lounge/bar, activities room, library, kitchen, meeting area and a village park.

The details are expressed in the Retirement Village Contract which is signed when a commitment is made to live in the village. The Licence to occupy commences on payment of the full loan.

What are the benefits?

Because there is no change of ownership involved, the resident is not subject to stamp duty, conveyancing charges or title registration fees on entry. Nor is the departing resident required to pay anything in the nature of an agent’s commission for “sale” to the next resident. Compared with the purchase and sale of units in the general community, this can save thousands of dollars.

How does Lutheran Aged Care use the loan money?

The loan on a unit covers the cost of construction and a share of the cost of other village amenities. Part of each subsequent loan contributes a component of cash

to the operating surplus which gives Lutheran Aged Care the capacity to:

- Carry out periodic upgrades and refurbishment to facilities
- Adapt facilities to the changing expectations of residents/clients
- Update and improve common use facilities
- Provide an equity component for the financing of expansion.

The loan and licence agreement documents will be made available for perusal by you and/or your solicitor prior to any contractual commitment. It is recommended that you seek legal advice.

How secure is the loan money?

Lutheran Aged Care has been in operation since 1960 and is responsible to the Lutheran Church of Australia, NSW District.

All accounts and records are prepared in accordance with Australian Standard Accountancy procedures. Annual audited statements are available on request.

Lutheran Aged Care has surplus funds available to repay the balance of the loan made by the residents as calculated according to the agreement.

Residents will be provided with, and required to sign, a Loan Licence Contract that will set out all terms and conditions of retirement living at *Pemberton View*.

It is strongly recommended that you obtain independent legal advice before signing any documents.

Example of refunds on an Entry Contribution Loan

The ingoing contribution loan payment is made to Lutheran Aged Care as an “interest free loan”.

Non-refundable amounts are calculated at 8 % for the first 3 years, and 3% for the next 3 years. See next page for example.

Note:

1. Non-refundable amounts are calculated daily and operate until the unit is vacated, and keys returned to administration.
2. Should you require specific details on the amount of retentions for your unit, please ask management.
3. “Capital improvement” is the increase in value of the unit for the next purchaser compared to your ingoing contributions. 50% of this increase is to be returned to the resident. The following example is an estimate only,

and the figures shown cannot be guaranteed. This principle does not apply to capital loss.

The refund, as determined by the following formula, will be paid:

- i. within 14 days of *Pemberton View* receiving an Ingoing Contribution Loan for that unit; or
- ii. no later than six months of the Resident vacating the unit and returning keys to management.

Example: Ingoing contribution loan—\$285,000.
Refundable loan payments.

End of Year	Retention Amount (non-refundable amount) \$	Balance of Ingoing contribution loan \$	50% of annual capital Improvement (estimate only) \$	Estimated Exit Refund \$
1	22,800	262,200	3,562.50	265,762.50
2	22,800	239,400	3,651.56	246,614.06
3	22,800	216,600	3697.21	227,556.91
4	8,550	208,050	3,836.42	222,843.34
5	8,550	199,500	3,932.33	218,225.67
6	8,550	190,950	4,030.64	213,706.31
7	0	190,950	4,131.41	217,837.72
8	0	190,950	4,234.69	222,072.41

Note:

1. No additional retentions after year 6.
2. Capital growth continues for as long as you occupy the unit.

Maintenance

One of the benefits of village life is that you don't have to worry about the maintenance of your unit. For a weekly maintenance fee, *Pemberton View* will carry out and provide the following services:

- Insurance premium for all buildings. (**Note:** Contents insurance is the responsibility of the resident.)
- Rates, taxes, charges and assessments payable to any government, local government or statutory authority and the cost of compliance with the requirements of such bodies.
- All charges of gas, water and electricity that do not relate to the specific unit. (Note: charges of gas and electricity relating to the unit are the resident's responsibility.)
- Repairs and general maintenance of community building, grounds and gardens.
- External and internal maintenance of units resulting from normal wear and tear.
- Cost of administration and accounting.
- Annual internal/external pest control of all buildings.
- Waste disposal.
- Maintenance of plant and equipment provided in the units (heater, stove, hot water service, emergency call service).
- Gardening - cutting of all lawns and maintenance garden areas. Residents are responsible for their own potted plants.

The maintenance fee, charged monthly, is increased biannually effective as of the 1st of May and November. These changes occur in line with any increase to the aged pension which occur each March and September.

Alterations and Additions

Residents may make alterations and additions to their unit/gardens but need to discuss these with Management and obtain consent. Renewal or addition of any fixtures and fittings must be approved prior to purchase.

Alteration/additions must be carried out by qualified and approved

tradesperson/s. Our tradesperson/s must have the appropriate checks.

Any damage caused by the fixing or installation of these changes will be rectified at the resident's expense.

Any future repairs or on-going maintenance required to or resulting from the alteration/addition is the responsibility of the Resident.

When a resident leaves the unit, they can take the addition/equipment with them, but the unit must be returned to its original condition at their expense.

Alterations/additions that remain with the unit will add to the value of that unit when the value is determined for the next incoming resident.

Should you have any questions concerning this section, please contact us.

Emergency Call System

An emergency call system is in each residence. *Pemberton View* will supply the personal mobile alarms while Residents will be responsible for their pendant and an annual rental fee associated with the call system. (Currently \$45 per year.) The system works anywhere in Australia, has fall detection and there are no monthly charges. More details are available from management.

Securing a Unit-Financial Arrangements

- a) To secure a unit you will be required to sign the "Disclosure Statement". This is not a contractual commitment. At this stage you will be given the "Retirement Village Residence and Service Contract".
- b) A commitment to purchase the unit is made on signing the contract and paying a 10% deposit.
However, the Board of Governance will consider, on an individual basis, variations to policy.
- c) Full payment of the ingoing contribution will be required on occupancy.
- d) On taking up occupancy of the unit, you will be required to pay the monthly maintenance fee which covers the relevant outgoings in respect to ground and building maintenance, insurances, public lighting, administration costs, etc. The maintenance fee is reviewed bi-annually in line with Centrelink Pension Increases. The maintenance fee is payable after a resident leaves

the unit for a maximum period of 42 days or until a new resident occupies that unit.

- e) Should you be interested in becoming a resident of *Pemberton View* but feel that this would be at some later stage, please contact us for an “Application to be placed on Waiting List”.

Policy on ‘Waiting List’ for *Pemberton View*:

- i) The completion of the Application to be placed on a ‘Waiting List’ enables a prospective resident to be placed on this list.
- ii) These will be recorded in order of receipt.
- iii) When an existing unit becomes available, the person first on the waiting list will be offered that unit.
- iv) If we are unable to contact this person or if this does not meet their requirements, the next person on the waiting list will be offered the unit until it is accepted.
- v) A prospective resident can remove their name from the waiting list at any time. Refusing a unit when available does not automatically remove your name from the waiting list.
- vi) There is no fee involved to be placed on the waiting list.

Basic Rights and Management

a) Resident’s Rights

Lutheran Aged Care respects the resident’s right to privacy while living at *Pemberton View*. Management accepts the responsibility of facilitating resident’s quiet enjoyment of both their personal accommodation and shared facilities. Management has the responsibility to exercise their duty of care for residents who live at *Pemberton View*.

b) Personal and Financial Matters

All residents have the right to complete autonomy of and privacy of their personal affairs, financial and other matters and possessions. Residents can access their personal file, created by management at *Pemberton View*, at any time.

c) Management of the Independent Living Units

It is recognised and incumbent on all residents, Board Members and Management to ensure the need for the management of the independent living units to be conducted in a sensible, financially prudent manner.

Additional Care Services

Should a resident require additional community services such as Meals on Wheels, Home Care, etc., management will assist residents in contacting these services. Residents will be responsible for payment of these services. *Pemberton View* can provide additional services such as housework or personal care services. Again, residents will be responsible for the payment of these services.

Management Responsibilities

a) Maintenance

The maintenance of the independent living units and gardens is the responsibility of Management as set out in 'Maintenance' on page 11 of this information book. Residents are asked to report maintenance requirements to reception.

b) Garbage

Weekly collection of garbage is provided by the Albury City Council's contractor and payment is the responsibility of *Pemberton View*.

c) Rates and Taxes

Pemberton View is responsible for all rates, water rates, sewage rates and taxes on its properties. Residents are encouraged to minimise the use of water in their gardens.

Resident Responsibilities

a) Electricity and Gas

Electricity and Gas usage is metered separately for each unit and residents will therefore receive their own account from their preferred Local Supplier and this remains their own responsibility. When residents take up occupancy in *Pemberton View*, connection of these services is their responsibility. *Pemberton View* is responsible for all electricity charges for common facilities.

b) Telephone & Internet

The telephone & internet system for *Pemberton View* is installed and operated by Lutheran Aged Care. Connection and maintenance of this service is the responsibility of Lutheran Aged Care.

Residents will receive an individual monthly account from Lutheran Aged Care. This system enables residents to contact each other directly at no cost.

c) Insurance

Pemberton View insures its buildings and staff for personal risk policies. However, it does not cover the loss, damage or theft of your own personal belongings or furniture. This is each resident's responsibility, and the resident should contact an insurance company and cover these items. See also "Public Liability Insurance" on page 22 of this document. If residents are in any doubt about this issue, please do not hesitate to discuss the matter with management.

d) Doctor

All medical services are the responsibility of the residents. Residents are entitled to be seen by the doctor of their own choice. However, if residents do not have their own doctor, management can assist by providing a list of the local doctors.

e) Ambulance

All journeys made in an ambulance are the responsibility of the resident. It is very important to leave with management, the current address of your nearest relative or next-of-kin or someone that you would wish to have contacted in an emergency.

It would assist greatly if you could fill in the Emergency Medical Information Booklet provided upon entering the village and place on your fridge. Please include the following:

- Your Name & Date of Birth
- Your Medication Summary
- Allergies/Adverse Reactions
- Your Doctor
- Your Medicare Number
- Your DVA or Pension Card Details
- Your Next of Kin & their contact details

f) Changes to Units

Sometimes residents wish to make changes to the existing fixtures provided by the units, such as security door/locks screens and other equipment. This is allowable at each resident's individual expense, but only after the changes have been approved. Residents are asked to seek approval prior to fixing such equipment.

All fixed items added to the units by residents remain the property of the resident. The Resident undertakes to maintain these additions. However, when (or if) removed, the unit must be returned to its original condition. Also see 'Alterations and Additions' on page 11 of this document for more details.

g) Maintenance

If residents have any maintenance problems, they are requested to report them promptly to management who will arrange for these to be attended to as quickly as possible. Maintenance issues are to be reported to reception and they will be recorded in the maintenance system.

h) Fire and Safety Precautions

In the interests of safety, residents are asked not to smoke in bed and not to use unauthorised and dangerous heaters. Each unit has a smoke detector fitted.

i) Fixtures and Fittings

Additional fixtures and fittings such as blinds, curtain tracks and so on may be allowed, but please discuss these issues with Management before proceeding.

j) Noise

It is the resident's responsibility to keep noise to a level suitable to the resident and neighbours. If the resident is hard of hearing, an earphone for the television/radio and stereo should be used.

k) Heating

All units have heating. Any additional heaters in units should only be of the sealed oil variety, Dimplex, etc. or fan type. One or two-bar radiators and gas or kerosene heaters are regarded as safety hazards and therefore their use is not permitted in any unit. Please discuss the purchase of additional heating with management.

l) Washing

It is the resident's responsibility to ensure that washing is hung on lines and in spaces provided. Hanging washing on rails or fencing should be avoided.

m) Parking

It is the resident's responsibility to park in the space provided and to ensure that visitors park in the street unless space is specifically provided for them.

n) Periods of Absence

The resident is asked to advise the administration office of any intention to go away on holidays or being absence from the unit. This will avoid unnecessary concern for the resident's wellbeing and ensure that the unit is checked regularly for security and garden maintenance.

o) Payment of Maintenance Fees

Maintenance fees are payable monthly in advance by direct debit and commence from the agreed date of entry to the unit.

p) Vacation of Units

If a unit is vacated permanently for any reason, the unit must be cleared of all possessions and furniture by the resident or his/her representative within fourteen (14) days or by agreement with Management.

q) Living in Harmony

The resident is responsible for endeavouring to live in harmony with neighbours. Living in an independent living unit has wonderful advantages, and this can be further assisted by harmonious relations between residents.

r) Communication of Problems

Lutheran Aged Care has a desire to ensure that the residents' lifestyle is as comfortable as possible and to facilitate this it is imperative that the resident communicates any problems to the appropriate people as soon as possible.

s) Accidental Breakage

The resident accepts that staff entering the unit with the resident's permission in the course of their duties, are not responsible for accidental damage to the resident's personal property.

t) Electrical Appliances

The resident is responsible for exercising caution when dealing with electrical appliances, especially adaptors and plugs. It is preferable to request additional power outlets. If in doubt, the resident should contact management. Should you have any concerns with electrical equipment, please contact maintenance staff. Our staff can "test and tag" electrical equipment for a nominal fee.

u) Garbage

It is the resident's responsibility to place garbage receptacles in the required position for collection by Council by the due time. If you have any concerns or difficulties in doing this, please contact management.

v) Unit Cleanliness

It is the resident's responsibility to maintain the unit in a good state of repair and cleanliness.

w) Transport

All personal transport is the responsibility of the resident.

Dyson's Motorways provide a regular service to Somerset Drive. They run nine services Monday to Friday and four on Saturday morning. A copy of their "bus timetable" is available from the administration office.

An excellent taxi service is also available.

x) Personal Information

It is the resident's responsibility to inform the administration office of any changes regarding their personal information/position as soon as possible.

y) Gardens

Residents may add to the gardens provided. However, the residents will be responsible for the maintenance of annuals and shrubs that they choose to plant. Care needs to be taken when gardening to avoid damage to sprinkler system. Maintenance staff are available to give advice on this issue. Changes to gardens need to be done with the consultation of the maintenance team.

Mail

Letterboxes are placed at each unit and mail will be delivered directly to units. Outgoing mail can be left at reception for posting.



Church Services and Chaplain

Lutheran Aged Care has a Chaplain who is involved with Dellacourt, Yallaroo and Community Services residents/clients, their families and staff. The Chaplain is also available for residents at *Pemberton View*. The community centre is available for special services.

Lutheran and other denominations hold weekly and/or regular services at Dellacourt and Yallaroo. Residents of *Pemberton View* are welcome to attend these services but will be required to adhere to any COVID entry requirements. Details are available from the administration office.

Village Rules

A specific list of village rules has not been developed to date. Many rules are listed in this information booklet and have also been developed by agreement at meetings.

Pets

Pets may be permitted subject to approval from management as being suitable for this type of medium density housing.

Should a dispute arise, management will assist in resolving this issue. However, in some cases, it may be necessary for the pet to be removed from the village.



Community Services Programs; Residential Care Services

As a resident of *Pemberton View*, you will have access to all services provided by Lutheran Aged Care.

1. Community Services Programs

- ❖ Lutheran Aged Care offers a range of Community Services in the home:
- ❖ Consumer Directed Care Packages (CDC)
- ❖ Home Care Packages
- ❖ Flexible Respite Care
- ❖ Short Term Restorative Care
- ❖ Allocation is determined on a need's basis and assessment by the Aged Care Assessment team is required for some of these programs.
- ❖ Please contact our office for more details.

2. Residential Accommodation

Should it be determined that you can no longer live independently, you may be eligible and choose to become a resident in our Dellacourt facility, Emily Gardens facility or Yallaroo facility. You require assessment by the Aged Care Assessment Team (ACAT) to confirm eligibility. Any decision to move to Dellacourt, Emily Gardens or Yallaroo is made by the resident and their family or representative.

For each of these services, an information package is available that clearly sets out the requirements of services supplied. You can also speak with our Villages and Admissions Co-ordinator; Karen Pinkerton on (02) 6060 4000.

A copy of our "Admission Policy" is available on request.

Community Centre

The community centre is available at any time to residents. Each resident is provided with a key for access to the community centre outside of business hours.

A residents' committee assists in the development of procedures in conjunction with management on the use of the centre.

The community centre has been designed to encourage residents to participate in social and craft activities. An activities room is available with storage areas and hot and cold water. A kitchen comprising domestic stove, dishwasher, microwave, fridge/freezer is available for resident's use. The lounge incorporates a bar, gas log fire, cable television and comfortable seating.

Dispute Resolution

It is recognised that in any communal living such as retirement villages, disputes between residents and between management and residents will arise from time to time.

Every attempt must be made for the parties to attempt to resolve the dispute themselves.

The Retirement Village Act (1999) places emphasis on providing easy access to an informal and inexpensive process to resolve disputes.

If you are unable to resolve the problem, you can lodge a complaint with NSW Fair Trading. Before you lodge a complaint, it is recommended you try talking the problem over with the concerned parties.

You can lodge a complaint with Fair Trading by using the online form on their website at www.fairtrading.nsw.gov.au or you can contact them on 13 32 20.

The complaint is assessed by Fair Trading, and they will contact each party involved in the dispute to try to find a solution that is mutually acceptable. If both parties cannot reach mutual agreement, they will provide you with other options that may assist.

Visitors

Visiting hours are unrestricted and relations and friends are always welcome. If family or friends are staying for an extended time (one or two weeks) please keep administration informed so that we know who is on site.

It is not permitted to have another person, other than those listed on the contract, take up permanent residence in your unit. Please contact management should you have any questions relating to this matter.

Public Liability Insurance

Lutheran Aged Care has public liability insurance to cover staff/visitors/residents/volunteers in relation to activities associated with *Pemberton View* retirement village.

It is recommended that residents have public liability insurance to cover situations relating to their activities.

It is also recommended that you obtain 'Contents' insurance for your furniture and personal items. Should you do this, you automatically receive public liability cover.

Please see management if you have any concerns on this issue.

Moving into Pemberton View Village

Moving to a new residence is often a stressful experience.

From our point of view, we can be flexible in this process – please feel free to discuss any concerns you may have with us.

Upon moving into your unit, we will need to complete a “Condition Report” with you for your unit. This will validate the condition of all aspects of the unit prior to you moving in. You will be given a copy of this report.

You will need to arrange payment of the balance of your Ingoing Contribution Loan prior to moving into the unit. Again, please discuss this or any questions you may have with management.

Exiting the Pemberton View Village

We are able to provide many supports that will enable you to remain in your unit for as long as possible. The following is a summary of key steps that we need to follow when you decide to leave *Pemberton View*, or should you need to be transferred to another care facility.

- We will require a letter stating when the unit will be vacated and all furnishings etc. will be removed.
- Your exiting refund amount can be calculated at this time. The resale value of the unit will be determined by the Board of Lutheran Aged Care.
- This amount will be forwarded to you within 14 days of the “resale” of the unit or no later than 6 months from the date of vacating the unit.
- The maintenance fee will continue to be charged for up to 42 days after the date of vacating the unit.
- The “Conditions report” will be checked against the current condition of the unit. All general wear and tear maintenance will be provided by Lutheran Aged Care – worn carpet, faded painting etc. Damage to the unit of an unusual nature will be repaired by Lutheran Aged Care and paid for by the resident.
- Once all maintenance has been completed on the unit, management will contact people on the waiting list to inspect the vacant unit.

Privacy Policy

Lutheran Aged Care Albury (LAC) is committed to applying the Australian Privacy Principles (APPs) and the “Guidelines on Privacy in the Private Health Sector” (as detailed in the Privacy Amendment (Private Sector) Act 2000) in all areas of the organisation. As such, LAC is responsible for the protection of personal information relating to residents, clients, staff and any other individual where it has been necessary to collect personal information for legitimate purposes to deliver safe and effective health and aged care services.

Any information collected that is deemed to be of a private and confidential nature as outlined in the APPs will be managed in accordance with all legislative requirements.



Please note:

Every effort has been made to ensure that the information in this booklet is accurate and up to date at time of printing. However, regulations and information are subject to change.

If you have any questions, please contact Karen Pinkerton on 02 6060 4000 for confirmation of details.

Oct 2022