

WELCOME TO



Retirement Village Living In A Caring Community

8 Robinsons Road,
Frankston South Vic. 3199
Telephone: 5971 1349
ABN 96 006 6409 544



WELCOME TO THE VILLAGE BAXTER

Welcome to your new home and I hope you will enjoy the lifestyle offered by a retirement village and that you will use the many Village facilities available.

It is our aim to help make your retirement years as worry free and enjoyable as possible. To assist you in settling into the Village, the enclosed information has been prepared to provide you with information concerning the Village and surrounding areas.

Village Hostesses are located in Amenities 2 and the Clarke Centre. They will be happy to assist you whenever you require information concerning the Village or will be able to advise you on the appropriate person to contact. In addition, our Administration Staff are also available to render assistance when necessary.

Residents are encouraged to share the contents of this kit with their family.

I believe that a retirement village can enhance your quality of life for your retirement years and I trust that the Village Baxter lives up to this expectation.

KIM JACKSON
Operations Manager

PHILOSOPHY, MISSION AND VALUES

The mission that guides us:

We are committed to providing high quality care, accommodation and service with Christian values.

The vision we desire to create:

A trusted leader serving the community with every person cared for, every person valued.

The values we hold:

We value the Christian principles upon which the Village is based:

We embrace the opportunity for holistic Christian ministry demonstrating God's love and compassion for all people. Our journey is guided by the Christian values of honesty, integrity, respect, generosity and humility.

We value Commitment:

Through the dedication and professionalism of our people, we strive for excellence in fulfilling the responsibilities entrusted to us.

We value Care:

Through respect, concern and thoughtfulness, we uphold the dignity of each person.

We value Leadership:

With courage and confidence we inspire and nurture the desire for excellence.

We value the Service of our staff and volunteers:

The skills, knowledge and capacity of our staff and volunteers contribute to the lives of our people, our industry and our community.

We value our People as individuals:

All of our people have a lifetime of experience and knowledge, which we respect and recognise as we respond to their individual needs. We will trust, encourage, develop and support each other, as we contribute together to the wellbeing of our community.

TELEPHONE NUMBERS FOR YOUR INFORMATION

ADMINISTRATION During Office Hours telephone **5971 1349**

AMENITIES 2 HOSTESS During Office Hours extension **374**
or Direct telephone number **5971 6374**

**CLARKE CENTRE
HOSTESS** During Office Hours extension **381**
Or Direct telephone number **5971 6381**

VILLAGE NURSES

CALL BUTTON IS SUPPLIED IN EACH UNIT FOR
EMERGENCY – PRESS BEEPER. IF NO RESPONSE IN 2-3
MINUTES RING VILLAGE NURSES ON TELEPHONE **0408591263**

NON EMERGENCY CALLS RING THE VILLAGE NURSES'
ANSWERING MACHINE AND STATE CLEARLY YOUR NAME,
UNIT NO. AND MESSAGE. **5971 4238**

EMERGENCY AFTER HOURS NUMBERS

Village Manor	5971 6355
Maintenance Emergencies	5971 6355
Kitchen	5971 6316
Fire Department	000
Ambulance	000
Police	000
Energy Network	9807 5286

VILLAGE TELEPHONE NUMBERS

Manor	5971 6355
Grange	5971 6320
Lodge	5971 6391
Hostel	5971 6364
Village Bowls Office	5971 5219
Grapevine Coffee Shop	5971 4831
Hairdresser – Hostel	5971 6362
Doctor's Surgery – Unit 50	5971 4835

VILLAGE CHAPLAINS Rev Geoff Emonson Office **5971 6333**
Mobile **0413 023 017**

Rev Margaret Williams Office **5971 6383**
Rev Bernie Thomas Office **5971 6334**

LAWN BOWLS

Games organized by The Village Baxter Bowls Club are played on our excellent synthetic green.

MEMBERSHIP - \$25:00 PER SEASON

**DURING THE SEASON GAMES ARE HELD
TUESDAY, THURSDAY & SATURDAY**

1:00 PM



FREE COACHING AVAILABLE

Contact:

Hon. Secretary: Mr. David Roast, Unit 230, Telephone 5971 3845

CROQUET

SOCIAL

Monday & Thursday
1:30 pm
(Tuition available)

AMENITIES 2 COMPETITION

Saturday
9:00 am

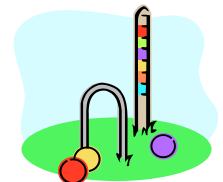
TWILIGHT

Monday
5:00 pm – 8:00 pm
January - March
(Tuition available)

Subscriptions - \$ 5:00 per year and 50 cents per week
Enquiries to Ruth Kain – Unit 196 – 5971 4893

CLARKE CENTRE SOCIAL

Tuesday
10:00 am



No yearly subscription or session fee
Enquires to Evelyn Evans – Unit 255 – 5971 1660

***Residents may use the greens at other times and
equipment is available***

MEDICAL FACILITIES

All Residents must understand that doctors who use our medical facilities are private practitioners, they are not engaged by the Company and as such, will conduct their practice as they see fit.

Should the circumstances arise whereby a Resident is dissatisfied with the service they are receiving from a particular practitioner, they should speak to them about their concerns and/or seek a second opinion. This is clearly your right. The Company cannot and should not, intervene in the doctor/patient relationship. Any concerns that our Nursing Staff may have about a particular treatment will be conveyed to the most appropriate person.

UNIT 50 SURGERY HOURS - Entrance 2 opposite the Hostel.

Tuesday	1:30 pm – 2:30 pm	Dr L Warfe
Wednesday	9:30 am – 12:00 pm	Dr L Warfe
Friday	1:30 pm – 3:00 pm	Dr L Warfe

For appointments phone the Hostel office on 5971 6364 or during surgery hours phone 5971 4835.

CLARKE CENTRE SURGERY HOURS – (Annex)

Tuesday	9:00 am – 1:00 pm	Dr P Kalan
Friday	1:00 pm – 4.00pm	Dr J Downes-Brydon

For appointments phone Travelwell Medical Centre on 9781-3300.

PODIATRIST

<u>CLARKE CENTRE</u>	Monday	1:30 pm – 4:30 pm	Life Care
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For appointments phone Life Care on 9770 2343

UNIT 50

Tuesday (every 3rd week)	2:00 pm	Peter Marcello
Friday	8:30 am – 2:00 pm	Jan Taylor

For appointments phone Hostel Office on 5971 6364

OPTICIAN

<u>UNIT 50</u>	Thursday	9:00 am – according to appointments
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For appointments phone Hostel Office on 5971 6364

HEARING

NEPEAN HEARING

CLARKE CENTRE Wednesday (2nd & 4th) 9:00 am – 12:00 noon

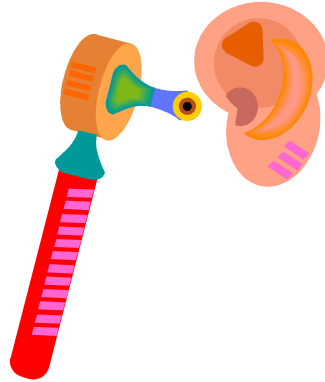
UNIT 50 Wednesday (2nd & 4th) 2:00 pm - according to appointments

For appointments phone Nepean Hearing on 9783 7520

AUSTRALIAN HEARING

UNIT 50 Tuesday (1st & 3rd) 9:00 am - according to appointments

For appointments phone Australian Hearing on 9783 6655



PHYSIOTHERAPY

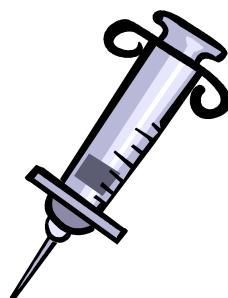
CLARKE CENTRE Thursday 1:00 pm – 4:00 pm Life Care

For appointments phone Life Care on 97702343

GRIBBLES PATHOLOGY

HOSTEL Daily 9:30 am – 10:30 am

No appointments necessary



GENERAL

ABSENCE FROM UNIT

If you intend to be away for more than a week please notify your Hostess.

CHEMISTS

Prescriptions may be left in the foyer at the Amenities buildings, in the box marked accordingly, for delivery later the same day. Hildebrand Pharmacy provides all our pharmacy services in our aged care facilities.

<u>Pharmacy</u>	<u>Collection Day /Time</u>
<i>AMENITIES 2</i>	
Graeme Baker	Monday – Friday 2:30 pm
Heatherhill Road	Monday – Friday 4:00 pm
Hildebrands	Monday – Thursday 1:00 pm Friday 1:00 pm & 4:00 pm
<i>CLARKE CENTRE</i>	
Graeme Baker	Monday – Friday 2:30 pm
Heatherhill Road	Monday – Friday 4:00 pm
Hildebrands	Monday – Thursday 1:00 pm Friday 1:00 pm & 4:00 pm

CLOTHESLINES

Clotheslines are located at the end of the group of units – please arrange a mutually convenient day with your neighbour. It is requested that washing not be hung out on Sundays.

COMPLAINTS

Complaints may be made during a Resident Meeting, directly to the Village Baxter Residents Committee, verbally or in writing to a staff member or through the use of our Service Improvement forms available from any one of our reception points.

ELECTRICAL APPLIANCES

Please ensure your electrical appliances meet required safety standards to eliminate Staff incidents that may result in workcover claims

GARBAGE COLLECTION

Residents share rubbish bins. All rubbish is collected on a Tuesday and Friday. This includes garden clippings etc. which must be put into a plastic bag and placed in the bin. Bins are put out the night before because of the early pickup.

GRAPEVINE CAFÉ

Lunch is served from midday and reservations are required. Celebratory occasions are also catered for upon request.

HAIRDRESSER

A salon is located in the Hostel, or see your hostess for alternative arrangements.

HEATERS

Bar radiators are not considered a safe additional/alternative form of heating. Oil filled (Dimplex) are preferred.

HOMECARE

Homecare services are available should Residents require assistance with cleaning, gardening etc. More information is available via our Home Care brochure located in the foyer of the Amenities buildings.

HOSTEL DINING ROOM

Residents who wish to have lunch in the Hostel Diningroom are asked to book through their Hostess before 10:00 am on the day required. Weekend lunches should be booked on Friday.

INSURANCE

The contents of your unit are insured for \$10,000. See insurance sheet enclosed for additional information

KIOSKS

Our kiosks provide grocery items, frozen foods, greeting cards and are open:

<i>AMENITIES 1</i>	Monday Tuesday Thursday & Friday Public Holiday	8:45 am – 10:45 am 9:00 am – 10:00 am
<i>CLARKE CENTRE</i>	Monday Tuesday Thursday & Friday	9:00 am – 11:00 am

MAINTENANCE FEE

Please pay your hostess this fee once a month – the first working day in the month. For ease of payment, this fee can be paid via a direct debit.

MAIL

Your mail can generally be collected from your Amenities building anytime after 11:30 am.

MOTORISED SCOOTERS

Scooters are not vehicles and should not be driven on Village or public roads. Residents who drive scooters should arrange for their own insurance and are personally liable for any damage or injury that they cause. Residents driving scooters on Village paths should be aware of pedestrian traffic and of all paths' widths and curbing.

RENTAL UNITS

A number of rental units are available for use by Residents when they are having their unit refurbished or for use by relatives and friends when visiting. Bookings can be made with the Hostess in Amenities 2.

RESIDENTS' MEETINGS

Residents meetings are held the third Wednesday of each month the venue alternates. One month in Clarke Centre and the next in the Chapel.

SECURITY

The spaciousness of our Village allows people to come and go as they please through a variety of entrances and pathways. As means of deterring uninvited people, security cameras are scattered throughout the main entrances to the Village. As an added precaution, Residents are encouraged to be proactive with their own security by ensuring their unit is locked and by reporting to 000 any concerns they may have.

Unfortunately, occasionally the Village attracts people door knocking to fundraise or sell their wares or services. Residents should politely decline and advise them they require Management permission. Anyone who has Management permission to enter the village and promote their services to residents will have this in writing and this will have been promoted at Residents Meetings.

TRANSFER TO AGED CARE FACILITIES

Transfer to the Hostel, Lodge, Grange and Manor is NOT guaranteed. A waiting list applies to all facilities and some specialized needs are not accommodated within the Village's care facilities.

VILLAGE ELECTRICITY

The Village electricity scheme is smooth billed and paid once a month, the first working day in the month. For ease of payment, this can be incorporated with your service fee and paid via a direct debit.

VILLAGE NURSES

Village Nurses provide emergency nursing support for Residents. They also provide weekly clinics in the Village for health checks and advice. Other services include limited post hospital visits, assessment advice for residents who may need additional outside supports and short term medical support. For all Independent Living Unit Residents, Village Nurses provide emergency support and as such their time is limited. Nurses are NOT permitted to attend non-residents (including visitors and family), provide long term or daily assistance such as injections for diabetes, medication assistance, showering assistance or personal care. Independent Residents who require these kinds of services may use Home Care, Community Care, District Nurses or other such community based facilities. Residents will only be invoiced for any medical supplies used during a Village Nurse visit.

VILLAGE RESIDENTS COMMITTEE

The Village Baxter Residents Committee should be approached by Residents if they require clarification or assistance on any Village issues. The Committee's meetings are held on the 2nd Friday of every month and a report on this meeting is in the Village Voice for Residents' information. Details of who is on the committee can be obtained from your Hostess.

VILLAGE VOICE

A village magazine Village Voice is published monthly compiled by Residents in the Village. Contributions to the Voice are always welcome and should be forwarded to the Editor.

WATER RESTRICTIONS

If there are no Government water restrictions in force, our own Village water restrictions apply from 1st December to 30th April when watering of lawns is not permitted.

If there are Government water restrictions in force, these must be adhered by Residents and the Village water restrictions are not applicable.

INSURANCE

As you are aware, the Company provides insurance cover on the contents of your unit to a value of \$10,000. We have been concerned that many Residents may have contents with a value well in excess of \$10,000 and in the event of a claim, they would be partly covered.

The attached valuation form is a guide to help you assess the value of the contents of your unit. It is suggested you fill it in for your contents and if the total value exceeds \$10,000, see your Hostess to arrange additional cover at a premium of \$1:10 per annum per additional \$1,000 value. Of course, there will be many items you will not have in your unit and you do not need to value carpets, curtains, or blinds/Venetians as these are owned and insured by the Company.

You should also know that any item of jewellery, gold and silver articles, furs, curios, pictures and other works of art, are only covered to \$1,000 each for fire and theft only, not for loss. If you have any such items worth more than \$1,000 these need to be specially identified on a form available through your Hostess.

For jewellery or other valuable personal property worn or carried outside your unit we suggest you consider taking out a personal property extension to the contents policy which would cost \$25:00 per \$1,000 value per annum as an All Risks Policy. The insurers require an expert's valuation certificate less than two years old, as a basis for such a policy extension. Again, your Hostess can provide an appropriate form for this extension and answer any queries you may have.

Contents will remain covered for absences from your unit in excess of 60 days, providing you notify Management in writing of your intended absence. To minimize any damage which might be caused by power failure or surges and in the interests of safety, we do ask that you switch off all power at the main switch before any absence from your unit of more than a few days.

Residents should be aware that if they hire people to provide personal services, eg. house cleaning, gardening, hairdressing, they should seek to clarify the insurance details of the person or company as this is NOT covered under the Village Insurance Policy. Residents should also be aware that they may become personally liable for injuries to people or contractors that they employ to perform work for them, if the person or contractor does not have their own insurance scheme.

Please contact Anne Boal in Administration (5971 1349) if you require any clarification of these insurance matters.

APPROXIMATE REPLACEMENT VALUE ITEMS (For items up to 20 years of age)

	<u>Approx Repl. Value</u>	<u>Your Home</u>		<u>Approx Repl. Value</u>	<u>Your Home</u>
<u>GENERAL FURNISHINGS:-</u>			SUB TOTAL B/FWD	\$2825	
Carpet			Garden Tools/Hose	\$ 250	\$.....
Curtains			Tools/Power Tools	\$ 500	\$.....
Blinds/Venetians			Suitcases/Bags	\$ 125	\$.....
SUB TOTAL			Hobby Equipment	\$ 200	\$.....
			Ladder/Stepladder	\$ 75	\$.....
<u>LOUNGE ROOM:-</u>			Musical Instruments	\$ 150	\$.....
VideoCass.Rec./Tapes/TV	\$1600	\$.....	Dishwasher(mobile)	\$ 500	\$.....
Lounge Unit	\$1200	\$.....	AirConditioner(portable)	\$ 400	\$.....
Stereo Records Cassettes	\$ 900	\$.....	Camping Equipment	\$ 500	\$.....
Lamps	\$ 200	\$.....	Family Room Furniture	\$ 600	\$.....
Bookcase	\$ 400	\$.....	2nd Television	<u>\$ 400</u>	<u>\$.....</u>
Alcoholic Beverages	\$ 150	\$.....	SUB TOTAL	\$6525	\$.....
Miscellaneous Furniture	<u>\$ 300</u>	<u>\$.....</u>			
SUB TOTAL	\$4750	\$.....	<u>LAUNDRY/BATHROOM</u>		
			Washing Machine	\$ 500	\$.....
<u>DINING ROOM</u>			Clothes Dryer	\$ 250	\$.....
Table & Chairs	\$1200	\$.....	Ironing Board/Iron	\$ 120	\$.....
Buffet/Wall Unit	<u>\$ 400</u>	<u>\$.....</u>	Toilet Gear	<u>\$ 100</u>	<u>\$.....</u>
SUB TOTAL	\$1600	\$.....	SUB TOTAL	\$ 970	\$.....
			<u>DEPRECIATED (INDEMNITY) VALUE</u>		
<u>BEDROOM 1 ITEMS</u>			<u>GENERAL</u>		
Bedroom Mattress & Base	\$ 600	\$.....	Paintings & Pictures	\$ 500	\$.....
Bedroom Unit	<u>\$1000</u>	<u>\$.....</u>	Jewellery	\$1000	\$.....
SUB TOTAL	\$1600	\$.....	Watches	\$ 250	\$.....
			Antiques	\$ 200	\$.....
<u>BEDROOMS 2 & 3</u>			Books	\$ 250	\$.....
Beds/Mattresses	\$ 500	\$.....	Cutlery/Crystal	\$ 500	\$.....
Dressing Tables, etc,	\$ 500	\$.....	Blankets/Pillows/Sheets/		
Bedsread	<u>\$ 200</u>	<u>\$.....</u>	Linen	\$1000	\$.....
SUB TOTAL	\$1200	\$.....	Ornaments,etc.	\$ 300	\$.....
			Wearing Apparel/Clothes	<u>\$2000</u>	<u>\$.....</u>
<u>KITCHEN</u>			SUB TOTAL	\$6000	\$.....
Refrigerator	\$ 800	\$.....			
Deepfreeze & Contents	\$ 600	\$.....	<u>RESULTS</u>		
Small Appliances	\$ 750	\$.....	Add up all the SUB TOTALS		
Food	\$ 300	\$.....			
Saucepans/Pots	\$ 250	\$.....			<u>YOUR HOME</u>
Kitchen Unit	<u>\$ 300</u>	<u>\$.....</u>	GENERAL FURNISHINGS	\$6000	\$.....
SUB TOTAL	\$3000	\$.....	LOUNGE ROOM	\$4750	\$.....
			DINING ROOM	\$1600	\$.....
<u>GENERAL</u>			BEDROOM 1.	\$1600	\$.....
General Elect.Appliances	\$ 300	\$.....	BEDROOM 2 & 3	\$1200	\$.....
Spectacles/Glasses	\$ 200	\$.....	KITCHEN	\$3000	\$.....
Sports Equip.Toys & Games	\$1000	\$.....	GENERAL(repl.value)	\$6525	\$.....
Clocks	\$ 100	\$.....	LAUNDRY/BATHROOM	\$ 970	\$.....
Sewing Machine & Table	\$ 300	\$.....	GENERAL(deprec.value)	<u>\$6000</u>	<u>\$.....</u>
Vacuum Cleaner	\$ 200	\$.....	TOTAL	\$31645	\$.....
Lawn Mower	\$ 325	\$.....			
Bicycles/Tricycles	\$ 400	\$.....			
SUB TOTAL C/FWD	\$2825	\$.....			

MAINTENANCE

In consultation with the Village Baxter Residents Committee, we have reviewed the range of services provided by Maintenance Department for residents. Maintenance costs form a significant part of the expenses covered by service fees and we aim to keep these to a minimum. The following are the services offered:

1. Services which the village is responsible for:

A. *To buildings, equipment and furnishings:*

- Structural repairs to all buildings
- Service of all company equipment
- Repairs to doors and windows including locks, keys, screens and seals (excluding additions and alterations made by residents)
- Repairs to wall heaters, hot water units and stoves
- Repair to toilets, bathroom fixtures and plumbing
- Regrouting tiles in bathrooms and kitchens
- Repair or replace broken clothes lines
- Repairs to gutters, down pipes, leaking roofs (excluding additions and alterations made by residents which are not within original building line)
- Remove birds, vermin, nests and major infestations of ants and wasps from within building cavities
- Investigating noises, attending any emergency affecting company property.

B. *To lawns and gardens:*

- On request, converting garden beds to grassed areas (in whole or part)
- Mowing lawns
- Maintaining croquet greens and surrounding areas
- Maintaining communal garden beds, shrubs and trees (communal gardens are those not adjacent to any specific unit)
- Control weeds in paths and roadways
- Digging, forming and clearing drains

2. Tasks which residents may undertake if they are willing and able but for which the village will attend to if requested:

a. *To unit equipment and furnishings:*

- Replace door bell globes
- Take down curtains for washing by residents and then rehang
- Remove and replace light fittings, fit ceiling light globes and fluorescent tubes
- Remove ilu exhaust fans for cleaning by resident then reposition (hostel exhaust fans will be cleaned by staff)

b. *To lawns and gardens:*

- At management discretion, spray, prune or remove shrubs planted by residents
- Planting new shrubs supplied by residents for residents gardens only and in accordance with the planting new shrubs policy

3. Services that are the resident's responsibility and do not require management approval can be done by a private contractor at the expense of the resident and can include:

- Secure appliances, pictures and mirrors to walls as appropriate
- Put up rods and hooks for net curtains
- Fit additional internal or external blinds
- Connect water filters to taps
- Fit gutter guard
- Assist with moving of heavy items of furniture, except in hostel where staff will move
- Transporting furniture from unit to unit (except if at company's request)
- Fixing hooks and brackets for hanging baskets or hoses
- Replacement or repairs to garden hoses and connections
- Installing concrete edges or trellises
- Moving pot plants

The village has home care services available, according to their fees, to assist with other minor services.

Our hostesses will assess individual requests on the basis of this letter and they will determine if urgent, non urgent or low priority. In the case of non urgent or low priority Maintenance will endeavour to indicate when the work will be undertaken.

We also ask that you do not approach staff to carry out additional jobs which have not been formally requested, nor engage them in lengthy conversations. Your co-operation will assist our Maintenance staff to work efficiently and to handle their tasks in correct priority order. We would also take this opportunity to remind you that, given the size and complexity of our village and the need to keep maintenance costs at an affordable level, we are reliant on residents to notify their hostess of any building or equipment faults. All reports will be assessed and where possible and where there are resources available, the defect will be remedied.

Naturally it is not possible to guarantee that every defect will be remedied or that work will always be carried out as promptly as we would like it to be. However, our best endeavours will be applied to try to ensure a comfortable, safe and attractive village.

BY-LAWS APPLICABLE TO THE VILLAGE

1. **INTERPRETATION**

As per Clause 1 in Occupancy Agreement.

2. **UNOCCUPIED UNITS**

The Resident shall advise BVB if he intended to be or is likely to be absent from the demised premises for any period exceeding seven days.

The Resident shall not without first advising BVB in writing of his intention to do so allow the Premises to remain unoccupied for any one continuous period in excess of sixty days.

3. **CHARGE FOR UTILITIES**

The Resident shall be liable for and shall pay on or before the due date all telephone service and rental charges and charges for use or consumption of gas and electricity where separately metered that may be payable in respect of the Premises.

4. **CARE OF PREMISES ..**

The Resident shall maintain the Premises and every part thereof tidy and free from rubbish and vermin and in a state of good repair (fair wear and tear, damage by fire, storm and tempest or act of God excepted) and shall leave the Premises in good repair. Further, the Resident covenants to exercise proper and reasonable care when using any of the common facilities of the Village.

5. **ALTERATION TO PREMISES**

The Resident shall not, without the prior consent in writing of BVB, and then only on the terms and subject to the conditions as in any such written consent may be specified, paint or permit to be painted, or make or permit to be made alterations or additions whether structural or otherwise to the interior or exterior of the Premises or any part thereof. Such alterations or additions shall become and remain the property of BVB without financial compensation to the resident unless BVB in its discretion otherwise determines.

6. **ACCESS AND INSPECTION OF PREMISES**

The Resident shall permit BVB, its servants or agents to enter the premises after due notice without interference by the Resident if it is:

- reasonably believed that a potential risk or emergency situation exists, or
- necessary to view the state of repair of the premises.

If it is considered by BVB that the condition of the premises is not consistent with fair wear and tear or has sustained damage due to a negligent act of the Resident, such repairs to the premises will be at the cost of the Resident.

7. **DAMAGE TO VILLAGE PROPERTY**

The Resident may be required at his own cost to make good any damage which may be caused to the Premises or to any part of the Village by reason of any act or omission or

by reason of any neglect or negligence on the part of the Resident or any guest or visitor of the Resident.

When the cost of repair or replacement of damaged property is believed to be covered by insurance, BVB undertakes to lodge a claim under the relevant policy. The decision of insurers will determine whether any act or omission constitutes neglect or negligence.

8. UNREASONABLE DEMANDS

The Resident shall not make unreasonable demands on the time of any of the staff or employees.

9. PREMISES FOR RESIDENTIAL USE ONLY

The Resident shall during the continuance of the Term use the Premises for residential purposes only unless the Resident shall have first obtained the written consent of the BVB.

10. WRONGFUL USE OF PREMISES

The Resident shall not use the Premises or any part of the Village or permit the same to be used for any illegal purposes or in breach of any By-Laws of the Village. Nor shall the Resident act in such a manner as unreasonably to interfere with the use and enjoyment of the Village or to cause a disturbance, nuisance or a hazard, or to be offensive to another Resident or his family or visitors or to employees of or contractors to BVB or to owners or occupiers of any property adjoining the Village.

11. STORAGE OF GOODS

The Resident shall not store or permit to be stored on the Premises, or any part of the Village, any material or goods other than material or goods reasonably required by the Resident for use for household or recreational purposes unless BVB first consents thereto and which consent may be revoked by BVB at any time. Nor shall the Resident do or permit anything to be done which may in any way invalidate or violate the terms of any relevant insurance policy or which might cause the premium thereon to be increased.

12. PETS

The Resident shall not keep or permit to be kept on the Premises or on any part of the common areas any animal or bird without the prior written consent of BVB. The Resident acknowledges the right of BVB to revoke or withdraw such consent if any pet creates a nuisance which does not cease within a reasonable time after notice thereof is given by BVB to the Resident. The Resident shall ensure that proper control is maintained over pets brought into the Village by his visitors, and in the case of a dog, such animal must be restrained on a leash at all times.

13. SALES

The Resident shall not without the prior written consent of BVB permit any public sale whether by auction or otherwise to be held or conducted on the Premises or on any part of the common areas.

14. SUB-TENANCIES

The Resident shall not grant any occupancy right or sub-licence or sub-let the Premises or assign any of his rights and entitlements hereunder without the express consent of BVB, and the provisions of Section 144 of the Property Law Act 1958 as amended or re-enacted from time to time (if applicable) are hereby expressly excluded.

15. **GUESTS STAYING IN VILLAGE**

The Resident shall not permit any person to occupy the Premises for any aggregate period longer than four weeks in any twelve months without the prior consent of BVB. During this time the Resident shall also reside on the Premises unless BVB consents to his absence.

16. **VISITORS**

Residents are encouraged to have their family and friends within the Village, but are requested to ask their guests to show full consideration for the common areas and for the safety and property of residents.

17. **VEHICLE USE**

The Resident and his visitors shall ensure that vehicles are parked in the garages, carports or parking bays provided around the Village and not driven or parked on the grassed areas or in any place which would restrict emergency access. Speed limits as indicated by signs within the Village must be observed by residents and visitors.

18. **BREACHES BY VISITORS OR GUESTS**

The Resident shall be responsible for the behaviour of any of his visitors or guests and for their breach of any of the By-Laws herein contained.

19. **COSTS OF RECTIFYING BREACH**

The Resident shall pay any costs, charges and expenses which BVB may reasonably incur or expend in consequence of any default by the Resident in the performance or observance of any By-Law herein contained.

20. **REMOVAL OF BELONGINGS**

On the death of a Resident BVB may, after a seven day period (for Hostel Residents) and after a fourteen day period for (Independent Living Unit Residents), enter the Premises to remove them from unit to place in storage any or all personal belongs of the Resident at the cost of the estate. BVB may exercise a similar right if a Resident transfers to any other section of the Village or to any external institution and appears reasonably to BVB to be unlikely to retain to occupancy of the Premises.

If it is not reasonably practicable for BVB to obtain either the express permission of the Resident or of his notified next of kin or executor BVB shall require no further or other permission than is expressed herein.

21. **WILLS**

The Resident shall make a valid Will and keep BVB informed of its location.

22. **VILLAGE AMENITIES AND ACTIVITIES**

In any case in which entitlement to the use and control of village amenities or activities areas has been granted to a resident club or association, the resident shall make use of those amenities or facilities only in accordance with the proper rules and directions of that club or association and shall pay any prescribed club fee.

23. **GAMBLING**

Gambling will not be permitted in the common areas of the Village. However approval may be granted to conduct a limited raffle according to the following criteria:

1. Prize value to maximum of \$200.00.
2. All proceeds of the raffle must be used within the Village.
3. Each raffle must be approved by the Village Baxter Residents Committee.
4. The Committee shall approve only a limited number of raffles per year.

24. **ALCOHOL**

Alcoholic beverages shall not be kept, served or consumed within any of the common areas of the Village.

25. **GENERAL**

These By-Laws have been drawn up to ensure that Residents have full rights to live together in harmony in the Village. It is recognised that only a limited number of definitions have been included in By-Law 1 and should it be necessary at any time to define other words or terms herein BVB will endeavour to ensure that its rulings are fair and reasonable with due regard to the comfort and well being of the Residents.

26. **AMENDMENTS TO BY-LAWS**

The addition of any new By-Law the revocation or alteration of an existing By-Law may be made only in accordance with the provisions of the Retirement Villages Act 1986.

VILLAGE POLICIES

The following Village policies have been created over the years, in conjunction with the Village Baxter Residents Committee to assist Residents with guidelines to follow for improvements they may be considering and to ensure that these improvements are consistent with Village requirements.

1. Alterations & Improvements to Units Policy
2. Bus Booking Policy
3. Carport Enclosure Policy
4. Garage & Carport Policy
5. Gifts & Donations of Common Facilities & Equipment Policy
6. Trees & Shrubs Policy
7. Trellis Policy
8. Use of Amenities Building Policy
9. Installation of a Shade Sail Policy

The above policies are attached for your reference if required.

ALTERATIONS & IMPROVEMENTS TO UNITS POLICY

Company policy concerning any alteration or improvement to a unit is based upon the following:

1. Village By-laws, which state that prior approval for any alteration or addition to a unit, must be obtained, in writing, from the General Service Manager on the prescribed form. In making such application, the Resident acknowledges that any such alterations become the property of BVB without financial compensation to the Resident and it, if it is necessary to restore the unit to its original floor plan at the time the Resident vacates the unit, then the Resident may be liable for the costs of restoration.
2. In terms of sales of vacant units, BVB only sells unimproved units. As such, if a new Resident moves into a vacant unit that has non-standard features therein, it is their responsibility to maintain these 'extras'. Obviously our responsibility to any intending Resident is to clearly identify to them any such non-standard features and to note these features on the lease document.

In terms of practical consideration of any unit alteration or improvement at the time a unit is being refurbished for resale, the following should prevail:

- (a) Alterations regarded as permanent improvements (ie. airconditioning units, skylights, enclosed verandahs) or semi-permanent improvements (ie. Kitchen shelving, security doors, improved light fittings etc.) will not be removed unless in a state of disrepair or constituting a safety hazard. In the event of removal of such improvements, the Resident, if they were responsible for the installation of such improvements, will be required to meet all, or part, of the restoration costs as determined by BVB.
- (b) Minor additions (ie. Shelving etc.) including any special fittings installed to assist a Resident with a physical handicap or infirmity will be retained or removed during refurbishment according to both the overall presentation of the unit and any known view of the intending purchaser of the unit.
- (c) Garden improvements will be considered as to the overall presentation of the exterior of the unit and its surrounds and any known views of the intending purchaser of the unit. Wherever practical, trees, shrubs etc should only be removed if they are likely to constitute a problem in maintaining the unit or our infrastructure services.

In implementing the above policy, two issues arise:

Firstly, it is often difficult to establish, at the time a Resident vacates a unit, the cost, or likelihood, of any improvement being removed and the unit reinstated to its original condition. As such, the Village reserves the right to make a deduction from the payout of the departing Resident as a contribution to restoration work on the unit.

Secondly, in some instances, the cost to BVB to restore a unit would approximate the cost of repair of any addition or improvement. As we cannot establish a precedent to accept the responsibility for the repairs to alterations or improvements to units, the incoming Resident will be given the alternative that we are prepared to reinstate the unit to its original floor plan, or if they are prepared to contribute to the cost of any repair work to the alteration or improvement, then we will carry out such repairs so that they take over a unit which has some improvements. The level of the contribution required from the incoming Resident to meet the repair costs should be determined against our costs involve in reinstating the unit to its original layout. In such a circumstance, the Resident must still accept the final responsibility for the non standard features of the unit.

BUS BOOKINGS POLICY

Guidelines for the use of Village Buses, for tours and outings are as follows:

1. Any Resident, Staff or Village Group/Club may hire/borrow a 12 seater bus after receiving training/instruction relating to particular vehicles.
2. The rate will be \$10:00 per traveling hour, plus all fuel used.
3. The hourly rate will cover bus expenses
4. 12 seater buses, if not booked, are available 7 days a week. Generally for periods up to 24 hour maximum within the State of Victoria.
5. The use of a Village bus is to be for recognized Village functions.
6. All bookings must be made via Sue Jackson, Administration. No other bookings are acceptable.
7. The booking will be confirmed in writing, as soon as possible.
8. A record will be kept of all bookings, times, venues, money paid etc.
9. Money is to be collected, as arranged, by the person organizing the tour/outing who will then pay it to Sue Jackson, Administration, as soon as possible.
10. The driver is to be nominated at the time of booking and must hold a current full driver's licence and be approved by Village Management. The driver may have to produce a medical certificate and a Victorian Police Check, no older than 2 years, at own cost.
11. The driver will be wholly responsible for all costs associated with, imposed or occurred during the driving or operation of the vehicle. This will include all fines, all tolls, mechanical damage other than fair wear and tear and panel damage (particularly overhead damage).
12. The Village is to be notified immediately of any events occurring.
13. The driver is responsible at all times for the safety and security of the vehicle.
14. A log book is to be kept and maintained in each vehicle recording kilometers, time/date, driver's name and destination.
15. Vehicle is to be returned in a clean, serviceable condition, fully re-fuelled. Particular care must be exercised to ensure correct type and grade of fuel is used to re-fuel each vehicle. Receipts to be handed to Administration.
16. The vehicle must be visually inspected inside and outside prior to commencement of any hire/borrow and any damage, problem or discrepancy noted to Administration.
17. Keys to be returned promptly on completion of tour/outing, to Administration.
18. If any Resident, Staff or Village Group/Club have any queries please refer these to Sue Jackson.

CARPORT ENCLOSURE POLICY

The recommendation for enclosure of carports is:

1. Enclosure at Resident's cost:
2. One or both sides
3. And/or back
4. To be filled in with muted colour shade cloth such as brown or sandstone
5. Frame to be sufficient to keep material firm and to be on the inside of the shade cloth.
6. No gap at top and maximum approximately 300 mm from ground

GARAGE / CARPORT POLICY

In recognition that the Village does not have sufficient common undercover car parking (in either a carport or garage) to provide one undercover parking space for each unit, the following policy has been developed to ensure that all residents have a fair opportunity to secure undercover parking for their car. The policy, as developed by the Village Baxter Residents Committee, applies to the allocation of garages and carports, to new Residents, as from 1st August 2002.

1. Every resident is entitled to apply for an undercover car parking space for their vehicle. Should there be no vacant spaces at the time of the request, a waiting list will be developed to ensure that undercover parking allocations are made in accordance with the date of request.
2. At the time a vacancy arises, the space will be offered to the resident who has been longest on the waiting list. If the vacancy occurs a substantial distance from the resident's unit, they may decline this allocation and await the next undercover vacancy. If this should occur, the next resident on the list shall be offered the space until the vacancy has been accepted. An annual fee must be paid for the use of a garage or carport.
3. Should the situation arise where there are two Residents residing in a unit and they each have a car, they may apply for one garage and one carport OR two carports. If other residents are on a waiting list for a carport or garage, these residents will have priority over any resident wishing to have a second undercover space.
4. If two occupants of a unit have two undercover spaces and they subsequently dispose of a car, they must then relinquish one undercover space. If they relinquish both cars, they may retain one undercover space.
5. With existing Residents if they wish to apply for a garage or carport, priority is given to those persons on waiting list that have no undercover parking.
6. For residents who enter the Village after the 1st August 2002, when it is necessary to relinquish their car that is being housed in a garage, they are encouraged to also relinquish the garage to allow residents on the waiting list the opportunity of securing a garage for their car.
7. This policy does not apply to units with purpose built private garages.

GIFTS AND DONATIONS OF COMMON FACILITIES AND EQUIPMENT POLICY

The Company gratefully acknowledges that Residents and Resident organizations frequently make donations in cash, or in kind, of goods and equipment which are intended for the benefit and use of Residents jointly. We believe it is of benefit to everyone that such donations be properly recognized and encouraged.

POLICY GUIDELINES

1. All common property and equipment located within the Village for use of Residents jointly, must be formally owned by the Baptist Village Baxter Limited.
2. The Company recognizes that its ownership of goods and equipment is in a capacity as a trustee for the Residents and the use of the goods and equipment must continue to be for the benefit of Residents jointly.
3. The Company will give written assurance that donated property and equipment will not be used or sold for the benefit of any outside organization.
4. Donations for equipment should be made through the Company to enhance opportunities for discounts, tax exemptions, etc.
5. The Company will acknowledge all gifts and donations in writing and advise the use to which donations are to be put.
6. Insurance of donated property and equipment will be the responsibility of the Company under its Industrial Special Risks and General Public Liability Policies.
7. Maintenance and repair of donated property and equipment will be the responsibility of the group controlling its use. Eg. A lathe donated to the Residents Workshop would be the responsibility of the Workshop Committee; a refrigerator donated to the Kiosk would be the responsibility of the Kiosk Committee; a wheelchair donated to the Manor would be the responsibility of the Company.
8. The Company will prepare and make available lists of required equipment with approximate costs, in recommended priority order. Residents and Resident organizations intending to make donations to the Company would be requested to consider these lists.
9. Gifts and donations should not be made to individual Staff members as this is against our employment policies.

TREES AND SHRUBS POLICY

BACKGROUND

The Village is very proud of our gardens and this policy has been developed to ensure that suitable, attractive, and appropriate trees and shrubs have been planted and grown in suitable places.

PLANTING

Several years ago we received comprehensive written advice from the Garden Advisory Service regarding suitable trees and shrubs for planting in our Village environment. This is based on our climate, soil quality and drainage and the need to avoid damage to buildings, underground services, roads and paths. This advice remains our guide to planting and is available for resident perusal.

It is essential that the uncontrolled planting of trees be prevented. The prior approval of the General Services Manager is required before planting any tree or shrub in common areas, including all lawn areas. Whilst a shrub in a lawn may appear attractive we must balance this benefit with the effect on our lawn mowing costs, which must increase if uncontrolled planting occurs.

Shrubs may be planted in personal garden beds without prior approval, but we suggest that the General Services Manager be consulted before planting, especially if a shrub is expected to exceed two (2) meters in height or diameter.

REMOVAL

In addition to local Government Regulations, the following criteria will be observed for removal of trees or shrubs:-

- (a) If a tree or shrub constitutes an immediate danger to human safety it will be removed as soon as possible.
- (b) If a tree or shrub poses a probable danger to human safety or the integrity of a building, underground service, road or path, the General Services Manager will advise nearby Residents in writing. Any views they offer will be taken into account before a decision is made to remove the tree or shrub or otherwise resolve the problem.
- (c) Should a tree or shrub poses a potential safety risk or create an inconvenience for pedestrian traffic or for the maintenance of buildings or grounds, nearby Residents will be advised in writing. Their views will be sought, either in writing or through the convening of a meeting. Such views will be a major consideration in deciding any action to be taken.
- (d) If a Resident or a group of Residents submits a written request for removal of a tree or shrub on aesthetic grounds the proposal will be considered by the General Services Manager. If removal is then contemplated, all nearby Residents will be notified in writing and given opportunity to submit contrary views, before the outcome is determined.

After decision is reached under items (b), (c) or (d) above, the General Service Manager will advise nearby Residents. Should there be any doubt or dispute concerning the outcome, Residents have a right to refer the issue to the Operations Manager for review.

As with improvement to buildings, plants become the property of the Company. On NO account will any Resident remove any plant from any place in the Village (other than within their

personal garden) without written management approval. This specifically includes the gardens of vacated units. Breach of this policy will be regarded as breach of Village By-laws 7 and 10.

PRUNING

Pruning of trees and shrubs in common areas is accepted as a management responsibility, though the voluntary assistance of Residents is welcomed, especially for specialized pruning such as roses. Pruning in personal gardens is the responsibility of the Resident. Homecare Services may be available for personal pruning and other garden maintenance.

PEST PLANTS

The following plants are recognized as 'pest plants' in our region by Local Councils and are not to be planted by Residents. Management maintains the right to remove these plants without consultation or compensation.

Agapanthus	Boxthorn	Dolichos	Nasturtium
Angled Onion	Bridal Creeper (Smilax)	English Ivy	Sweet Pittosporum
Arum Lily	Spanish Heath	Flax-leaf Broom	Tree Lucerne
Asparagus Fern	Cape Ivy	Furze (Gorse)	Tradescantia
Banana Passionfruit	Cape Wattle	Japanese Honey Suckle	Wild Watsonia
Bluebell Creeper	Coprosma	Pampas Grass	
Blue Periwinkle	Morning Glory	Panic Veldt Grass	
Boneseed	Cotoneaster	Polygala	

INSTALLATION OF TRELLIS POLICY

From time to time, residents have requested approval to construct a trellis area at the front or rear of their unit for the purpose of creating a patio type area. The trellis is intended to provide some protection from wind to facilitate a pleasant environment.

Due to the variety of the requests seeking approval from the Maintenance team, the following guidelines have been developed in conjunction with the Village Baxter Residents Committee.

A trellis area will be considered for approval if it satisfies the following guidelines:

1. Trellis will only be considered for an 'end unit' (utilising the 'end' wall of that unit) of a block of units and only if it does not impact upon the visual amenity or access from any adjoining or neighbouring unit.
2. The trellis is to extend no further than 1.0 metres from the wall of the unit
3. The trellis is to be no more than 1.8 metres in height
4. The trellis is to be suitably framed to ensure that it will not warp or buckle else it will create an unattractive visual perspective
5. Any trellis area is not to encroach upon any footpath or roadway.
6. The trellis area is not to create any difficulties for the mowing of the grounds of the Village.

If a resident would seek to establish a trellis area, discussion with the Maintenance team in the first instance may alleviate a number of issues and a suitable design can be established to meet these guidelines.

PERSONAL USE OF AMENITIES BUILDINGS POLICY

1. The amenity buildings are regarded as an extension of a Resident's lounge room. If entertainment cannot be accommodated in the unit lounge, the amenity buildings are an appropriate location.
2. The amenity buildings are an ideal location for functions such as birthday parties, wedding receptions and wedding anniversaries. They may also be made suitable for entertaining a group of friends, eg. a dinner party for 12 to 30 people.
3. It is not expected that the amenity buildings are used as a regular meeting place for any club or group in the wider community. However, they might be used as an occasional venue eg. if a resident is a member of a club or group which meets on a rotation basis in members' homes.
4. Provided the facilities are not being used by residents, personal entertainment of up to 6 visitors at table tennis, snooker or indoor bowls should not require a formal application, but visitors should be asked to sign a Visitors' Book which should be countersigned by the resident.
5. Residents wishing to use the amenities' facilities for more than 6 guests should complete a written application (form available from Hostess), in which they recognise their **responsibilities**.
6. The decision on the use of the amenity buildings and any of the sports or other facilities shall rest with the Village Club Committee who may consult with any appropriate sub-committees.
7. There is no charge for use of the amenity buildings, but a donation to the Company to offset the costs of light, power, heating and cleaning will be appreciated.

INSTALLATION OF A SHADE SAIL POLICY

From time to time, residents have requested approval to install a shade sail at the rear of their unit for the purpose of creating a shaded area. The sail is intended to provide some protection from the sun and to facilitate a pleasant environment.

The following guidelines have been developed in conjunction with the Village Baxter Residents Committee.

Shade Sails will be considered for approval if they satisfy the following guidelines:

1. They must not impinge upon the visual amenity of any neighbouring units
2. They must be installed at the rear of a unit
3. They are not to be installed beyond the height of the eaves
4. The posts must be small in diameter (preferably steel to minimise maintenance issues)
5. The colour of the sail is to match the roof/wall colour

If a resident wishes to install a shade sail, discussion with the Maintenance team in the first instance may alleviate a number of issues and a suitable design can be established to meet these guidelines.