



# INFORMATION



## THE VILLAGE BAXTER, YOUR QUESTIONS ANSWERED...

### What is the Village Baxter?

The Village Baxter is the trading name of the Baptist Village Baxter Ltd. which was established in 1986. The Village is a company limited by guarantee. A company limited by guarantee is an alternative type of corporation used primarily for non-profit organisations that require a legal personality. A guarantee company does not have a share capital, or owners, but has members who are guarantors instead of shareholders. The guarantors give an undertaking to contribute a nominal amount towards the winding up of the company in the event of a shortfall upon cessation of business. It cannot contribute its profits to its members, and is therefore eligible to apply for charitable status if necessary. The Village is an independent company and is not part of the Baptist Union of Victoria. The Village owns all of the titles to the land at 8 Robinsons Road. The Village is a not-for-profit, community organisation, a registered Charity and Public Benevolent Institution.

The Village is not an institution - it is a community. This community was established in 1974 and now consists of 75 acres accommodating approx. 700 Residents with 459 Independent Living Units, 60 suite Lodge and a 60 suite Nursing Home. Residents are encouraged to regard themselves as part of the Village Community and to lead their own lives as fully as their own wishes and capabilities permit.

The Village is non-denominational and does not impose any religious test on entry or any requirement of religious observance by Residents. Nevertheless, The Village Baxter regards the provision of spiritual care as being an important aspect of the life of elderly people. Consequently a chaplaincy service is available to Residents and regular religious observances are conducted by the Village Chaplain and other visiting clergy. Residents should expect to live in a manner which is sympathetic to the basic Christian ideals of this community, without any undue interference in their own lives or beliefs.

### Who is the Board?

Directors or "Board Members" are appointed by the members of the company, and in our case, the Directors and Board Members are the same people. New Directors are appointed when a vacancy arises and as with most community-based organisations, this is the result of someone making themselves known to the Board and showing an interest in the organisation. As with any company, Directors cannot have a material personal interest in the affairs of the company and as such it is the Board's view that Residents would breach this requirement and thus cannot be Directors.

The Board oversees the strategic direction and development of the Village. The day-to-day management of the Village is the responsibility of the General and Executive Managers, who report to the Board. The Board approves the operating and capital budgets and annual business plans and monitors our performance against the budget and our plans. If the Village were ever to be wound up, after all debts and loans had been repaid, any excess funds must go to a similar organisation, excess funds cannot be given to the members of the company. Directors are volunteers and do not receive wages or salary from the company.

## **What is the relationship of the Village Baxter with the Village Baxter Church?**

The Village Church is a totally separate entity to the Village and is a self-governing, non-denominational church. The Church is not a Baptist Church. The salaries of the chaplains are not paid by the Village and are paid through donations and gift to the Church.

## **Who is eligible to apply for residency?**

Any retired person of pensionable age is entitled to apply for residency in the Village. Each applicant is assessed for suitability on the basis of age, state of health, and ability to meet the financial requirement of residency. The average age of current Village residents is mid-to-late 70s.

## **Can my disabled child come to live with me at the village baxter?**

The Village Baxter does not provide care and accommodation for disabled children. Residents must be retired, of pensionable age and able to live independently.

## **Do I 'own' my unit?**

No. The Village Baxter is a Resident-funded Retirement Village. This means that a Resident is required to pay a capital sum on entering the Village and is later entitled to receive a portion of that sum back. It is important for Residents to be aware that they do not "own" the unit. They do not have a separate title which can be sold, transferred or bequeathed. A Resident acquires the right to occupy the unit for the remainder of their life or until the agreement is terminated. At that time the amount of refund due will be calculated according to the terms of the Agreement. Ownership of the unit remains at all times with the Company.

## **If my partner dies, do I have to leave or will I incur any additional costs?**

No, the service fees apply on a per unit basis, not an individual basis. Your Agreement would continue and the refund entitlement would be calculated upon your departure.

## **How much refund do I receive?**

Our standard Agreement provides that the occupier of an Independent Living Unit will receive a refund of their in-going capital sum less a deduction of 6% for each year of occupancy (or part thereof) to a maximum of 30% over a period of 5 years. In addition, a fixed sum of \$2,000 per year for 5 years (\$10,000 maximum) will be deducted from the payout as a contribution to the replenishment of community assets and a 2% Administration Fee as a contribution to the administration, preparation and resale of the unit.

## **When do I receive my refund?**

When you permanently vacate your unit, it is then prepared for resale by the Company and subsequently offered for sale at the current sales price. All refunds are paid in accordance with the Retirement Villages Act. However our current practice has been to refund much earlier than the Retirement Villages Act requires, generally upon departure to an Aged Care Facility or the grant of probate.

If only one of a couple transfers to the Lodge or Manor, Centrelink will usually not count the value of the unit in the Combined Assets Assessment as the spouse is still living in it.

### **What guarantee do I have that I will receive my refund when it is due?**

The Company is contractually bound to pay the refund at the times set out in your Agreement and the Resident could sue for recovery if the entitlement was not paid. This right is further supported by the Retirement Villages Act 1986, which aims to protect the rights of Residents.

### **Is public transport available?**

The Village has a partnership with Peninsula Bus Lines to provide a weekday bus service to the local shopping centres and within the Village grounds. There is a public bus stop a short walk down the road.

### **What facilities are available in the Village?**

Throughout the Independent Living area of the Village are three resident community buildings, containing large meeting rooms, kiosks conducted by the Residents for their own purposes, recreational facilities, medical rooms, reading and lounge areas.

Recreational facilities include Bowling Green, croquet lawn, greenhouse, hobby workshop for the handyman, and areas set aside for individual vegetable gardens for the use of Residents. This is in addition to the libraries, snooker and table tennis tables, and musical facilities provided in the community areas. Other activities include craftwork, cards, chess, painting, and pottery. As far as possible the use of these facilities is entirely in the hands of Residents via the various clubs and Resident committees.

### **What are the weekly service fees and what do they cover?**

Service fees are determined in accordance with the provisions of the Retirement Villages Act and in conjunction with the elected Residents' Committee. The fees cover the daily operation of the Village and include such items as insurance, lawn mowing, light and power in public areas, the administration of the Village, staff wages, rates, water charges, Village Nurse services, cleaning and maintenance of common areas, etc. All service fees are payable in advance. For Independent Living Unit Residents, these fees presently cover all rates, insurance of buildings and contents insurance up to \$25,000, maintenance of common areas, including lawn mowing, and most internal and external repairs. In addition, a number of staff are employed to provide nursing and other duties for Residents.

### **How do I arrange home maintenance and who pays for it?**

The Village will maintain the exterior of your unit and, in relation to buildings, equipment and furnishings, the Village is responsible for: structural repairs to all building; 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 of toilets, bathroom fixtures and plumbing; re-grouting tiles in bathrooms and kitchens; replacement of broken clothes lines; repairs to gutters, downpipes, leaking roofs (excluding any additions and alterations made by Residents); removal of birds, vermin, nests and major infestations of ants and wasps from within building cavities. Permission to undertake other home maintenance such as installing shelving, rails, additional power points etc. can be granted and is at the Resident's own cost.

### **Will the Village refurbish my unit, replace carpets, drapes and interior painting if I have lived there for a long time?**

No. The Village refurbishes units as they are sold and resold, the Village does not replace carpets, drapes and interior painting in occupied units.

### **Is there a Residents' Committee?**

Yes, elections are held in September/October each year and the elected committee discuss all issues relevant to Residents including setting the service fees.

### **Who takes out the garbage bins, collects the mail, cleans my home and maintains the garden around my unit?**

You do. Should you have any difficulty with doing these things, we will be happy to provide services on a fee-for-service basis.

### **Can I bring my pets with me?**

The Village units are unfenced and dogs are not permitted to be kept. Permission may be granted for a house cat or bird providing they are not a nuisance to other residents and do not create any health issues within the unit. External cat cages are not permitted.

### **What type of security is provided at the Village?**

The Village is currently fenced on all boundaries and has electronic gates in place. The Village forms part of our local community and does not employ on-site security guards or night patrols. The general location of the Village, communal lighting, strategically placed surveillance cameras, and close proximity of units within the Village are all deterrents to persons wishing to create a nuisance. Residents are encouraged to call 000 if they have concerns about their security at night.

### **Can I have air-conditioning in my home?**

A reverse cycle air-conditioning unit is provided as standard in all refurbished units. Additional heads may be installed upon request and at an additional fee.

### **Who maintains non-standard alterations or additions in my unit?**

The Village sells 'unimproved units' and does not charge additional fees for alterations and additions that have been installed by previous residents. Alterations and additions include items such as: Air-conditioners, enclosed verandas, laser-light or shade-cloth patio covers, trellis, paving stone walkways, security doors, ceiling fans, concrete garden edging etc. All residents pay the same service fee to cover general maintenance. In the interests of fairness, this standard service fee does not cover maintenance and repairs to alterations and additions in units. The Village will remove these items upon request, but will not provide maintenance services to them. Charges may apply if significant works are required to restore unit to the standard, unimproved, condition. Leaking enclosed verandas and not covered by the maintenance included in your service fees.

### **What happens if I can no longer look after myself?**

A range of community services can be provided in your home at an additional expense. Our staff provides a 24 hour emergency first aid response service and can assist you in locating services to meet your needs.

### **What other medical and health services are offered by the Village?**

The Village has medical rooms that are used by visiting General Practitioners and other specialists such as hearing, optometry, massage, podiatry and physiotherapy. The Village Baxter Home and Community Care Services are available for Residents who require additional supports. Some services are subsidised by the Government upon individual assessment. Fees and charges will apply for Home and Community Care Services.

### **Does living in the Village assure me of a place in the Village's residential aged care facilities?**

Admission to the Village's Aged Care Facilities is not guaranteed. Individual care needs from person to person and a full assessment of the ability of our facilities to meet a Resident's care needs is undertaken prior to offering a place on the Village's Aged Care Facility waiting list. Village Residents are given preferential access to our waiting lists where we are able to meet the Resident's needs. Admission to one part of the Aged Care Facilities does not guarantee admission to the Village's other Aged Care Facilities.

### **Are there any rules or policies about living in the Village that I need to know?**

Yes. All Residents are required to abide by the Village By-laws. These are subject to review in accordance with the Retirement Villages Act and form a condition of your Resident Agreement. In addition to the By-laws, the Village has several policies relating to additions and alterations, enclosing carports, trees and shrubs, etc. that you should make yourself familiar with.

### **Are there carports, garages and caravan storage facilities?**

A number of carports and lock-up garages are available in the Village with a yearly rental payable for their use. These are allocated to Residents who request them, on a first come first serve basis. Residents are requested to relinquish their carport or garage when they cease to own a vehicle. Limited caravan storage is available for mid-sized caravans. Caravans are not permitted to be stored on the grounds surrounding your unit.

### **Are there future developments or planned changes that I should be aware of?**

The Village has been evolving over the last 35 years. Changes and developments are inevitable and Residents will be kept fully informed of any major developments.

### **What is the procedure for making an application?**

Many people wish to register their intention to enter the Village, sometimes several years prior to actually planning to take up occupancy. This assures them of being accorded priority in allocation of units when they are ready to move into the Village. Any person wishing to be placed on the waiting list should contact the Sales Manager of the Village to ensure that they fully understand what is involved in Village life, and to assist them in selecting an appropriate type of unit. Upon completion of an Application Form, a waiting list deposit of \$2,000 is payable. The amount is fully credited to the incoming capital contribution at the time of entry into the Village. In the event that a decision is made not to enter the Village, 90% of the deposit is refunded, the deduction of 10% being to cover costs of maintaining the waiting list, regularly making contact regarding service fee changes and to ascertain expected occupancy requirements.

If the Village opts not to accept an application the deposit will be returned in full.

A copy of the Licence Agreement and any statutory requirements are supplied for referral to a legal adviser. Other relevant documents will also be provided at the time of application.

### What is the procedure for moving into the Village?

If the available unit is accepted the Village Baxter offers to hold the unit for a period of ninety (90) days to allow for the sale of the family home. An extension of time may be granted dependent upon individual circumstances.

### UNDER NO CIRCUMSTANCES SHOULD AN EXISTING HOME BE SOLD UNTIL OUR SALES STAFF ADVISE THAT A UNIT WILL BE AVAILABLE FOR OCCUPANCY.

These details are designed to provide as much information as possible about the Village, its facilities, and the type of lifestyle experienced as a Village Resident. We believe that this Village is unsurpassed in the combination of factors which it provides to Residents – a genuine sense of living in a caring community in a picturesque setting with pleasant and well-equipped units, assistance by trained staff and with a range of facilities for recreation, relaxation and spiritual care.

All of this constitutes the principal attribute which is sought by retired persons – PEACE OF MIND.

