

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.

Receptionists are located in Robinsons Centre, Clarke Centre and the Grant Centre Office. 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, your Village Manager and 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.

Warm Regards

Kim Jackson

CEO

every person cared for, every person valued

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Mission, Vision and Values

THE MISSION THAT GUIDES US:

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

THE VISION WE DESIRE TO CREATE:

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

THE VALUES WE HOLD:

Our organisation is guided by the principles of honesty, integrity, respect, compassion and transparency.

We value Dedication:

We dedicate ourselves to fulfilling the responsibilities entrusted to us.

We value Dignity:

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

We value Excellence:

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

We value contribution:

We each use our individual skills, knowledge, and capacity to contribute to the Village community.

We value Support:

We respect and recognise each person's identity, lifetime of experience and knowledge as we collaborate together to support our collective wellbeing.

TELEPHONE NUMBERS

ADMINISTRATION	During Office Hours (8am – 4pm)	5971 1349
ROBINSONS CENTRE		5971 6374
Receptionist	Mon – Fri 9am to 3pm	
CLARKE CENTRE		5971 6381
Receptionist	Mon – Fri 9am to 3pm	
GRANT CENTRE		5971 6364
Receptionist	Mon – Fri 9am – 11.30am	
VILLAGE NURSES		0408 591 263
A call button is supplied in each unit for: -		
Emergency – Press Beeper. If no response in 2-3 minutes, ring Village Nurses on the Mobile		
Non-Emergency calls, ring the Village nurses' phone or mobile. If unattended please leave a message clearly stating your name, unit no. and phone number.		5971 4238

EMERGENCY AFTER HOURS NUMBERS

Village Manor	5971 6355
Maintenance Emergencies	0408 591 263
Kitchen - Café W	0479 178 732
Fire Department	000
Ambulance	000
Police	000
Network Energy	9807 5286

VILLAGE TELEPHONE NUMBERS

Manor	5971 6355
Parkside	5971 6330
Manning	5971 6376
Workshop	5971 6366
Village Bowls Office	5971 5219
Grant Centre	5971 6364
Grant Centre – Café W	0479 178 732
Hairdresser – Grant Centre	0407 557 176
Medical Centre - Clarke Centre	5971 4835

VILLAGE CHAPLAINS

Rev. Rod Wilson – (Mon, Wed, Thur)	
Office	5971 6383
Mobile	0422 775 933

MEDICAL FACILITIES

All Residents should 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.

MEDICAL SERVICES – GRANT CENTRE

Dr Nita Sharma - Consultation Hours by Appointment every Wednesday
For appointments phone Peninsula Family General Practice on 9781 3300.

CLARKE CENTRE SURGERY HOURS – (Annex)

Peninsula Family General Practice

Tuesday mornings

Dr Nita Sharma

Thursday mornings

Dr Piotr Kalan

For appointments phone Peninsula Family General Practice on 9781 3300.

PODIATRIST

CLARKE CENTRE Monday or Friday Afternoons

For appointments phone Step Ahead Podiatry P: 9708 8626

MEDICAL FACILITIES

OPTICIAN

GRANT CENTRE MEDICAL CENTRE

Optician: Katy Kalff Thursday Fortnightly 9am – according to appointments

Please ring Grant Centre reception 5971 6364 for all appointments.

HEARING

CLARKE CENTRE

Every Second Thursday Afternoon

For appointments phone NEPEAN HEARING on 9783 7520

PHYSIOTHERAPY

CLARKE CENTRE

Thursday Afternoons

For appointments phone LIFE CARE on 9770 2343

MONASH PATHOLOGY

Home visits to Units, Apartments & Manor available Monday, Wednesday and Friday.

Call Monash Pathology 0437 654 632

GENERAL

ABSENCE FROM UNIT

If you intend to be away for more than a week please notify your receptionist, which will allow for correct mail direction.

CHEMISTS

Prescriptions may be left in the foyer at Robinsons Centre, Clarke Centre and Parkside, in the box marked accordingly, for delivery later the same day.

ROBINSONS CENTRE, CLARKE CENTRE, GRANT CENTRE & PARKSIDE

Pharmacy	Collection Day /Time
Heatherhill Road	Monday - Friday 2 pm
Neo Pharmacy	Monday - Friday 1pm & 3pm

CLOTHESLINES

Shared clotheslines are located at the end of the group of units – please arrange a mutually convenient day with your neighbour.

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 Complaint forms available from any one of our reception points.

ELECTRICAL APPLIANCES

Please ensure your electrical appliances meet required safety standards to minimize any risks of accident or injury for yourself or for our staff or damage to your unit.

GARBAGE COLLECTION

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

CAFÉ W – GRANT CENTRE

Morning/Afternoon tea, Lunch, and special events.

Café W is open from 10am – 3pm 7 days a week, see our Community Centre noticeboards for menus.

HAIRDRESSER

A salon is in the Grant Centre for appointment phone 0407 557 176.

HEATERS

Bar radiators are not considered a safe additional/alternative form of heating for older persons as they can be a trip hazard and, with the exposed heating element, are at a higher risk of starting a fire. Oil filled (Dimplex) heaters are recommended.

HEMOCARE SERVICES

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 Community Centres.

INSURANCE

You are encouraged to obtain your own contents insurance. The basic contents of your unit are insured for \$25,000, however with changes to legislation, this basic level may not be covered in future years.

KIOSK

Our kiosk provides grocery items, frozen foods, greeting cards and is open at the CLARKE CENTRE Monday - Friday 9:30 am – 11:30 am. (Except public holidays)

MAINTENANCE (SERVICE) FEE

Maintenance fees are payable monthly on the first working day of the month via direct debit (unless other arrangements have been approved). Arrangements can also be made to pay the fees annually in advance if required.

MAIL

Your mail can generally be collected from Robinsons Centre and the Clarke Centre any time after 11:30 am. Parkside mail collection will generally be available after 3pm. Parcels are delivered to main Administration and small parcels will be sent to the Community Centre with your mail, larger ones can be collected from Main Administration.

MOTORISED SCOOTERS

Scooters are not vehicles and should not be driven on Village or public roads if there is an available footpath. Residents who drive scooters should arrange for their own scooter insurance and are personally liable for any damage or injury that they cause. Information on the insurance of scooters is enclosed with other insurance details. Residents driving scooters on Village paths should be aware of pedestrian traffic and of all paths' widths and curbing.

RENTAL UNITS

One of our rental units are available for use by Residents if emergency works are being completed on a unit or for use by relatives and friends when visiting. Bookings can be made with the receptionist at Administration.

RESIDENTS' ASSOCIATION MEETINGS

Residents' meetings are held the third Wednesday of each month either in the Clarke Centre or the Chapel in alternate months. The meetings are facilitated by the Residents' Association.

SECURITY

The spaciousness of our Village allows people to come and go as they please through a variety of entrances and pathways. As a means of deterring uninvited people, security cameras are located throughout the main roadways 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 that they require Management permission. Village Baxter Management never give permission for door-to-door salespeople to

knock on doors in the Village. Australian Bureau of Statistics Census collectors and Candidates for local, state and federal elections are the only people that are expected to 'door knock' in the Village.

SPEED LIMIT

The Village has a **strict speed limit of 20KM/H**, we ask all residents, family members, visitors, staff, and contractors to respect this, we would like to keep everyone safe!

TRANSFER TO AGED CARE FACILITIES

Transfer to the Manor is NOT guaranteed. A waiting list applies, and some specialized care needs may not be able to be accommodated within the Village's care facilities. Should you wish to have more information on our aged care services please contact the Village nurses or our Director of Nursing.

VILLAGE ELECTRICITY

The Village operates its own electricity scheme which, through the bulk purchase of electricity, provides significant savings to residents. Village Baxter delivers and on-sells the electricity to its residents via an electricity embedded network. Network Energy Services are the company who manage the embedded network and read the resident electricity meters, raise resident electricity bills, assist with resident bill queries, collect electricity bill payments, and pass that money back to the Village for payment of the parent meter bills. Resident electricity meters are read every two months, residents receive electricity bills every two months for their electricity usage. New residents will receive a welcome pack with all the details of payment choices and contact numbers for billing enquiries. The current welcome pack is also available on our website for download.

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). Village Nurses do not provide long term or daily assistance such as injections for diabetes, medication assistance, meal support, showering assistance or personal care. Independent Residents who require these kinds of services may use The Village Home Care services, external providers (including Councils, District Nurses) or other such community-based facilities. The cost of a Village nurse visit is covered by your monthly service fees however should you require any medical supplies these will be invoiced to you.

VILLAGE BAXTER RESIDENTS' COMMITTEE

The Village Baxter Residents Committee (in accordance with their constitution) is made up of no less than 7 members and no more than ten members elected annually from and by the residents. The committee represents the interest of the Residents in discussion with Management on matters affecting the rights, privileges, and welfare of residents. The committee can be approached by Residents if they require clarification or assistance on any Village issues. The Committee's meetings are held monthly and a report on this meeting is in the Village Voice for Residents' information.

VILLAGE VOICE

A Village magazine "Village Voice" is published monthly compiled by the Village Manager. Contributions to the Voice are always welcome and should be emailed to the newsletter@villagebaxter.com.

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. This is a water saver initiative for residents, which the Village is pleased to support.

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

WIRELESS INTERNET & COMPUTER CLINICS

The Village Internet computer club "VIC" looks after the computer equipment and organises computer assistance for residents by running a "Computer Club" a couple of times a month at Parkside. Topics usually include a Q & A session & occasional talks on specific subjects such as "How to Email", or "Editing digital photos".

All levels of expertise are covered - from first-time users to experts - and we try to deal with a variety of equipment from Windows & Apple PCs (desktop & laptop), Tablets (iPads & Android), Smartphones & e-Readers.

Computer Club details are posted on Notice Boards throughout the Village & upcoming session topics are advised by email to interested people. A small donation is requested from attendees at the Clinic sessions; this covers refreshments during the session, and any surplus goes towards equipment maintenance.

Please contact one of the computer club members if you are interested and would like to receive emailed details of "Computer Club" topics, need help or can contribute your help to assist others.

WIRELESS INTERNET ACCESS

Residents can have broadband internet connected to their residential units by arrangement with Management. Details of this are available from your Community Centre Receptionist - with equipment alternatives (modem, router, WiFi etc).

INTERNET CAFÉ- Resinet

The Village has provided an Internet Cafe at the Parkside Community Centre and a small annex at the Robinsons Centre. The Internet Cafes are run by resident volunteers via the Village Internet computer club ("VIC") on behalf of all residents, and the service has recently been extended to provide WiFi at Parkside, Robinsons, Manning & Clarke Community Centre's & the Grant Cafe & Lounge area near the Admin building, for those who like to be "connected" when not in their units & as a standby facility in the event that their own equipment fails.

WiFi use involves a small annual fee.

Village Internet Cafe (VIC) committee members are all resident volunteers, and normally present at "Computer Club" in Parkside. Contact details are listed on the noticeboards in the Clarke, Robinsons & Parkside Community Centre's.

INSURANCE

At present, the Company is able to provide limited insurance cover on the Contents of your unit to a maximum value of \$25,000. The current excess applicable to Contents under this arrangement is \$500. Please note, that following the Banking and Finance Royal Commission, a number of changes to insurance laws and regulations are occurring and these may change the capacity of the company to provide contents insurance cover for items owned by Residents in the future.

We wish to highlight the following sub limits of cover under the policy with respect to the following:

Works of Art Antiques & Curios \$ 5,000 limit any one item (\$10,000 in total)

General Property (Australia Wide) \$ 5,000 limit any one item

**General Property may include bikes, mobility scooters, jewellery items, glasses, hearing aides and other associated personal items*

Machinery Breakdown \$ 5,000

Money \$ 5,000

Deterioration of goods in cold store \$ 2,500

We ask that Residents assess the value of Contents in their units and consider seeking additional cover if the sum insured and/or noted sub limits are insufficient.

To assist with the assessment of an appropriate sum insured and/or value of contents, we have included a link to an online Home Contents Sum Insured Calculator, as provided by the Village's Insurance Broker, Fitzpatrick & Company Insurance Brokers Pty Ltd. Please see below:

https://homecontents.com.au/index.php?c=web_intro&profile=steadfast_circa2 *

We trust that this sum insured calculator will be a helpful tool to Residents.

Residents are welcome to seek quotes for cover over and above the automatic \$25,000 Sum Insured via any insurance provider of your choice.

Residents are also welcome to contact Fitzpatrick & Company Insurance Brokers Pty Ltd to discuss additional cover options available to them. Please see contact details below:



Kim Heggie Account Manager

d: 03 8544 1670 | **p:** 03 8544 1600

e: KimH@fitzpatrick.com.au

a: 631 Waverley Rd, Glen Waverley VIC 3150

m: PO Box 2230, Mt Waverley VIC 3149

NB: This information refers to contents' insurance cover only.

Please contact Teresa Terrill if you require any clarification of these insurance matters.

MAINTENANCE

In consultation with the Village Baxter Residents Committee, we have reviewed the range of services provided by the 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 furnishing (excluding additions and alterations made by residents):

- Structural repairs to all buildings
- Service of all company equipment
- Repairs to doors and windows including locks, keys, screens, and seals.
- Repairs to wall heaters, hot water units and stoves
- Repair to toilets, bathroom fixtures and plumbing
- Re-grouting tiles in bathrooms and kitchens
- Repair or replace broken clothes lines.
- Repairs to gutters, down pipes, leaking roofs.
- Remove birds, vermin, nests and major infestations of ants and wasps from within building cavities.
- Investigating noises with any associated buildings, attending any emergency affecting company property. For all other noise that raises your immediate concern please phone 000.

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 maintenance manager will advise on prior to any works being performed and attend to if requested:

A.

To unit equipment and furnishings:

- Replace doorbell globes.
- Remove and replace light fittings, fit ceiling light globes and fluorescent tubes.
- Remove ILU exhaust fans for cleaning by resident then reposition (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 residents' personal responsibility and require prior management approval. An application for alteration or addition must be submitted to the maintenance department before any works begin. The maintenance department will advise on prior to any works being performed, that can be done by an approved private contractor at the expense of the resident and can include:**

- Secure appliances, pictures, and mirrors to walls as appropriate.
- Fit additional internal blinds.
- Fit gutter guards
- Fixing a bracket or hook to brickwork or an external wall eg a hose reel.
- Installing concrete edges or trellises
- Maintenance and repair to an item for which previous alternations and additions approval has been granted.
- Planting anything in a common area or outside of the approved garden beds around your unit.

4. **Services that are the residents' personal responsibility and do not require management approval can include:**

- Put up rods and hooks for net curtains.
- Fit additional internal blinds using a Village approved contractor.
- Assist with moving of heavy items of furniture.
- Transporting furniture from unit to unit (except if at company's request)
- Hanging hooks and brackets for hanging baskets or hoses
- Replacement or repairs to garden hoses and connections
- Moving pot plants (note: pot plants are not permitted to be placed on grassed areas)

Important things to note:

- Vermin, insects, and pests inside your unit are your responsibility.
- Hanging baskets must never be installed without Management permission as they are a significant health and safety hazard to our lawn mowing team.
- Planting items in common areas and grassed areas is not permitted. Our lawn mowers have a 52-inch deck and they need to be able to easily pass over areas to prevent damage to the mower. Planting things in grassed and common areas causes uneven ground and impedes the good work of our mowing team.
- Permission is never given to install paving stones.
- Permission is never given to enclose the veranda on a unit with a Garage. Permission for Café blinds can be requested.

- If you would like to have alterations to your unit that are being funded by DVA, council or a home care package, please see your receptionist to get the correct application form to complete.
- The afterhours maintenance on call staff will attend for emergency issues only. The staff share the on-call roster and will only attend on site to attend to emergency issues that cannot wait until the next business day to respond to.
- As part of our Workplace Health and Safety requirements, Residents are not permitted to enter the maintenance compound.

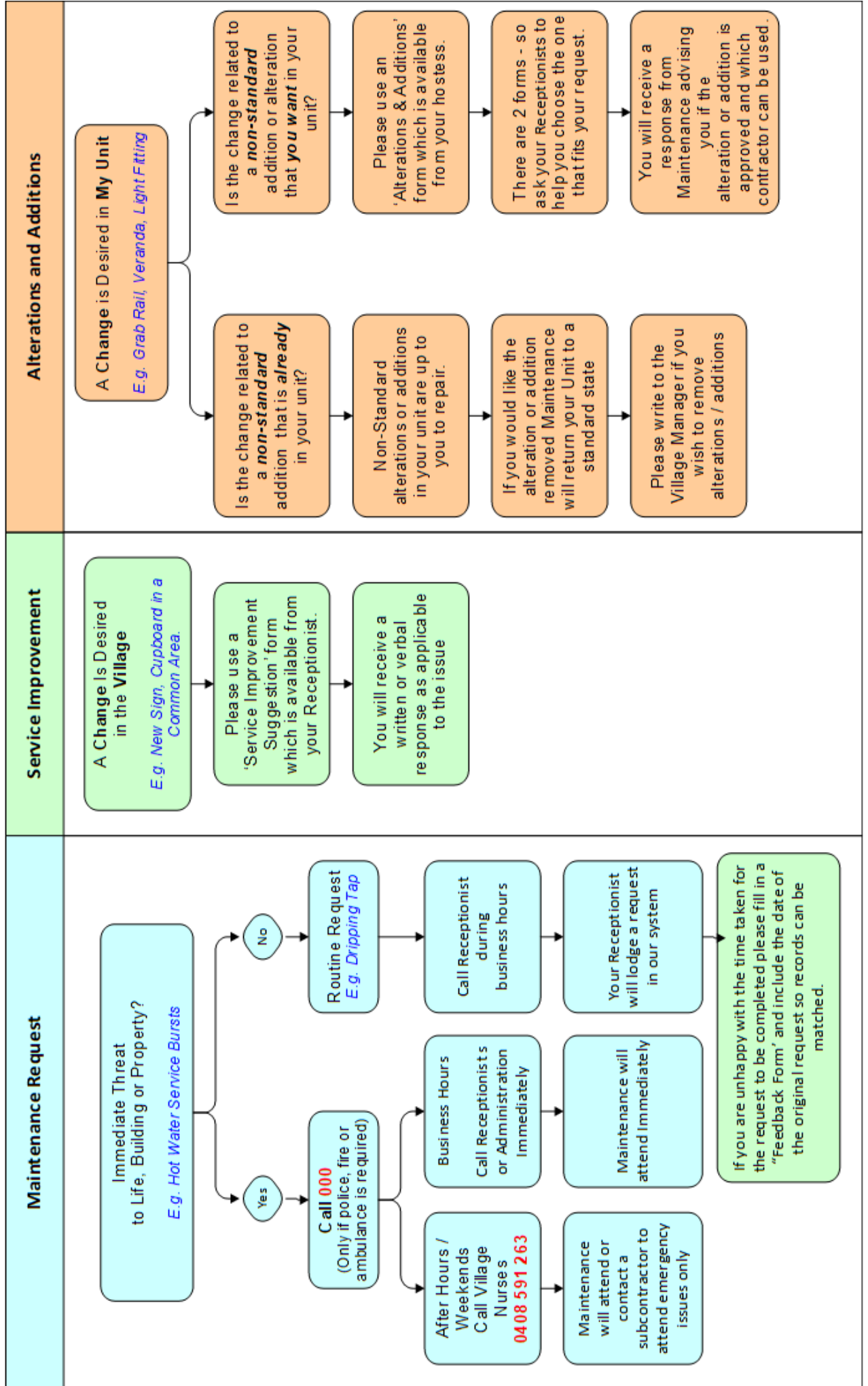
The Village has home care services available for residents on a fee per service basis, to assist with other minor services. The costs of these services are available from the Home Care office.

Our Community Centre Receptionists will assess individual maintenance requests based on this document as to the way in which the request will be handled. If the request is for the Village maintenance team to assist, the request will be prioritised according to the urgency of the work. Clearly our priority is to ensure that maintenance issues affecting the health and safety of residents and staff, or the habitability of a dwelling is our highest priority. In the case of non-urgent or low priority works, 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 receptionist 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 an affordable, comfortable, safe, and attractive village.

Maintenance Request Procedure



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 their 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 and internet 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 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 or 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. 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.

22. 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.

23. 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. Caravan Policy
6. Caravan Space Allocation Policy
7. Gifts & Donations of Common Facilities & Equipment Policy
8. Trees & Shrubs Policy
9. Trellis Policy
10. Use of Amenities Building Policy
11. 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 Maintenance Department 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, 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. air-conditioning units, skylights, enclosed verandas) 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 alternation 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 involved 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 BOOKING POLICY

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

1. Any Resident, Staff or Village Group/Club may borrow a 12-seater bus after receiving training/instruction relating to vehicles. A donation for the use of the bus should be considered.
2. The suggestion donation rate is around \$10:00 per traveling hour, plus all fuel used. A donation amount at this level is estimated to cover the cost of the use of the bus.
3. The hourly rate will cover bus expenses.
4. 12-seater buses, if not booked, are available 7 days a week. Generally, a maximum use of up to 24 hours for a specific trip within the State of Victoria will apply.
5. The use of a Village bus is to be for recognized Village functions.
6. All bookings must be made via The Village Coordinator, 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. Any donations for the use of the bus are to be collected by the person organizing the tour/outing who will then pay it to The Village Coordinator, 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 their own cost.
11. The driver will be wholly responsible for all costs associated with, imposed, or incurred 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 accidents or damage occurring.
13. The driver is always responsible for the safety and security of the vehicle.
14. A logbook is to be kept and maintained in each vehicle recording kilometres, time/date, driver's name, and destination.
15. Vehicle is to be returned in a clean, serviceable condition, fully re-fuelled. 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 matters to The Village Coordinator.

CARPORT ENCLOSURE POLICY

The recommendation for enclosure of any 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 height from the ground approximately 300 mm

GARAGE / CARPORT POLICY

In recognition that the village does not have sufficient common undercover car parking, the following policy has been developed to ensure that all residents have a fair opportunity to secure undercover parking for their motor vehicle.

1. Every resident without an attached Garage on their unit is entitled to apply for an undercover (garage or carport) car parking space for their vehicle. Should there not be any 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 the 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 will be offered the space until the vacancy has been accepted. An annual fee must be paid for the use of a garage or car port. The registration number of the vehicle will be provided at the time of application or renewal.
3. In the situation where the occupants of an I.L.U have two motor vehicles, they may apply for one garage and one carport, OR two carports. The allocation of the second undercover space will be subject to availability.
4. Where the occupants of a unit have two vehicles, both undercover, and they dispose of one vehicle, they must then relinquish one of the undercover spaces. When they dispose of both vehicles, they forfeit the right to retain an undercover space.
5. Residents who still own a motor vehicle and currently have been allocated a carport, may apply for a garage on the understanding that priority will be given to residents on the waiting list who have no undercover parking.
6. Spare Garages may be allocated to residents on a short-term basis, on payment of a suitable fee.

CARAVAN POLICY

The Village provides specific parking areas for those residents who have a caravan. The space is specifically allocated and considers the size of the caravan and the location of the unit. This area should be used for the van at all times.

It is recognised that, when the caravan is being 'packed' for an imminent departure on holiday, it would be useful to have the caravan temporarily nearby the resident's unit. Following discussion with the Village Baxter Resident Committee, a caravan can be temporarily moved closer to the unit under the following conditions:

- To only be parked for the purpose of loading and unloading when residents are going away.
- Not to be left for any length of time, no longer than 2 days (ie moved to the unit a Monday then must be shifted on a Tuesday)
- The condition of the ground is to be considered, (especially during winter) for the location of the caravan
- The caravan must not obstruct any pathway or roadway nor must unreasonably encroach upon their neighbour's enjoyment of their unit.
- The caravan cannot create a hazard.

The parking of the caravan close to a unit is for the sole purpose of packing or unpacking the caravan. It is NOT to be used for repairs or other work on the caravan. These works should be undertaken in the usual caravan parking areas.

Policy adopted January 2014

CARAVAN SPACE ALLOCATION POLICY

PURPOSE:

To outline the process used to allocate Resident Caravan parking space in the approved caravan parking areas within the Village Baxter grounds.

POLICY:

1. Parking a Caravan on Village grounds is for Village Baxter Residents only. The Caravan must be registered in the name of the Village Baxter Resident and the Resident is required to provide proof of registration as confirmation.
2. Onsite caravan parking is limited, and Caravans must be actively used by the Resident at least annually. Residents who are no longer able to use and tow their own caravan must vacate their caravan parking space.
3. Village Baxter reserves the right to change or reallocate caravan parking subject to suitability and space.
4. Resident owned trailers, boats or boat trailers are not permitted to be parked on Village Baxter grounds.
5. Village Baxter is not responsible for the safety of residents' caravans or any theft or damage that may occur while parked at the Village. Residents must provide their own caravan insurance. The safety and security of the caravan is the sole responsibility of the resident. Residents are strongly encouraged to use wheel clamps or additional security measures to lock the wheels to prevent the Caravan from being stolen.
6. There is no guarantee that the Village will have a suitable onsite caravan space when one is requested by a Resident, in the event that request for spaces exceeds demand for spaces, a waiting list will be created, and the Resident will need to arrange their own offsite Caravan parking at their own cost.
7. Village Baxter provides Caravan storage parking only. Residents and their visitors may not use the caravan while it is being stored at the Village. Village Baxter does not provide Caravan washing facilities and Caravans should be taken to a commercial offsite washing facility if they need to be washed. This ensures that other co-located vans and the surrounding areas are not soiled with run off during the caravan washing process.

PROCEDURE:

The process for applying for caravan parking space is to contact the Sales Manager

Allocation for new applicants is subject to availability of a suitable sized space and location.

Details of Caravan and motor vehicle registration, description of the Caravan and the overall dimensions are to be given to the Sales Manager when requesting caravan parking.

The Sales Manager will confirm your allocated caravan park in a letter and the date from which it is available.

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 unless there is no further use for the equipment within the Village.
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 contrary to our employment policies and could result in the Staff member facing disciplinary action.

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 advice was 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 or has an aggressive root system that may cause damage to a unit.

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 considered before a decision is made to remove the tree or shrub or otherwise resolve the problem.
- (c) Should a tree or shrub pose 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 a 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 Village 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	Nasturtium
Blue Periwinkle	Morning Glory	Panic Veldt Grass	Sweet Pittosporum
Boneseed	Cotoneaster	Polygala	Tree Lucerne

INSTALLATION OF TRELIS 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 several issues and a suitable design can be established to meet these guidelines.

PERSONAL USE OF AMENITIES BUILDING 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 Receptionist), 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 several issues and a suitable design can be established to meet these guidelines.