

## Information Booklet

### Association for Christian Senior Citizens' Homes (WA) Inc

#### Manoah Village

---

The Resident signs below to acknowledge:-

#### **Cooling Off Period**

Under this agreement, You have the right to rescind the agreement without reason in certain circumstances.

Within seven working days of the date of this contract, You have a statutory right to rescind this agreement without any reason, free of any loss or penalty, by sending written notice to the Village Owner at the Village Owner's address shown in the contract.

This is the statutory Cooling Off Period.

The Cooling Off period starts the day after the date the last party under this agreement, signs this agreement.

If You terminate the agreement within the Cooling Off Period, any and all monies paid by You to the Village Owner under this agreement will be refunded to You within 14 days of the Village Owner receiving Your written notice.

The Cooling Off period is waived by You if you begin to live in the Residence.

#### **Documents received by You before entering this agreement**

You acknowledge that you have received the following documents at least ten working days before signing this agreement:

1. A copy of all contracts you will be required to sign to enter into the Village;
2. Information Statement for prospective residents prepared in accordance with section 13(2) of the Retirement Villages Act 1992;
3. Notice of Rights under sections 13 and 14 of the Retirement Villages Act 1992 and the documents referred to in that notice including:
  - (a) A copy of the Village rules
  - (b) Code of Fair Practice for Retirement Villages 2015

You acknowledge that you have received at least ten working days before signing this service agreement, written information in relation to:

1. The costs payable under the contract, including all ongoing village operating costs and charges; and
2. Details of the services to be provided under the contract; and
3. Details of the notice to be given to, and the costs payable by You to terminate the provisions of the services.

### **Retirement Villages Act and Code and resolving disputes**

1. We draw your attention to the existence of the Retirement Villages Act 1992 and the Code of Fair Practice for Retirement Villages 2015 (referred to as the Code). The Act and the Code set out the rights of both parties.
2. You have the right to:
  - (a) Be consulted on, and have access to information about, administrative and operating financial arrangements of the Village, as set out under clause 16 of the Code;
  - (b) Have a dispute dealt with:
    - (i) Within the retirement village, as provided under clause 30 of the Code; and
    - (ii) By referring any matter in dispute to the Commissioner for investigation and attempted resolution; and
    - (iii) By requesting the Commissioner to refer any matter that remains unresolved to mediation, as provided by clause 31 of the Code; and
    - (iv) In some cases, by making an application to the State Administrative Tribunal for a legally binding determination of any matter that remains unresolved.

### **Termination of Residence contract**

The Village Owner cannot terminate this contract without the Residents' agreement or an order of the State Administrative Tribunal. As outlined in the Code and Schedule 7.

The State Administrative Tribunal has powers to terminate the Residence contract on the grounds that:

1. The premises being unsuitable for occupation by the Resident based on the Residents' physical or mental health, or;
2. The resident have breached the Residence Contract or the Village rules, or;
3. You have intentionally or recklessly caused or permitted, or is likely to intentionally or recklessly cause or permit, serious damage to the premises or injury to the Owner, an employee of ours or another resident, or;

4. The Owner would, in the special circumstances of the case, suffer undue hardship if the Residence Contract were not terminated.

**Matters that Must or Must Not be included in Residence Contract**

The Retirement Villages Act 1992 (the Act) prescribes certain provisions or matters that must and must not be included in residence contracts. These prescribed matters are outlined in the Fair Trading (Retirement Village Code) Regulations 2015 or the Code and Regulations applicable at the time of this contract.

I acknowledge that I have been given a copy of, and have had the opportunity to take independent advice on, this contract.

The Village Owner acknowledges that it can not guarantee that:-

- any proposed residential aged care facility will be constructed, or that any existing residential aged care facility will continue to be available; or
- you will be allocated a place in, or have automatic right to transfer to, any Commonwealth funded residential aged care facility ( which provides accommodation for people who can no longer live independently); or
- You are eligible to receive Commonwealth and/or State funded community care services (which provide support to assist people to continue to live independently).

Your entry to residential aged care facilities and eligibility to receive aged care support services are subject to availability and to your ability to meet the eligibility and assessment requirements administered by the Commonwealth and /or State Government.

Aged Care Facilities and Services are not regulated by the Retirement Villages Act 1992 (Western Australia).

In addition, approval for entry to Manoah House by the Commonwealth Government Aged Care Assessment Team does not guarantee admission to Manoah House to anybody, including Manoah Village residents. Admission is at the discretion of the CEO of Manoah Homes.

Retirement Village of the Association for Christian Senior Citizens' Home (WA) Inc., instituted by the Reformed Churches of WA.

All correspondence to:     The Chief Executive Officer  
  Manoah Homes  
  PO Box 381  
  Gosnells, Western Australia 6990

## **1. GENERAL INFORMATION**

---

### **1.1 INTRODUCTION**

This booklet contains valuable information relating to the independent living units at the Manoah Village at 86 Mills Road, Martin.

You are urged to read this booklet carefully as it will help you determine whether or not you may wish to move into Manoah.

This booklet also includes an Occupancy Agreement for those wishing to take up residence in one of the independent living units at Manoah Village. Entry into the Nursing Home is subject to a separate contract which is not included in this booklet.

If, after reading the contents, you have any questions to ask, please do not hesitate to contact the Chief Executive Officer of Manoah Homes (**CEO**).

### **1.2 HISTORY**

In 1977, the Reformed Church of Perth asked Classis WA to form a Committee to investigate the feasibility of building a retirement village for the benefit of the Senior Members of the Christian Reformed Churches of Western Australia.

Classis WA agreed to this request and also decided to form an Association for Christian Senior Citizens.

In January 1979, the newly formed Association was incorporated under the name "Association for Christian Senior Citizens' Homes (WA) Inc".

During 1981, the Association undertook the construction of Stage 1, being a cluster of 8 units suitable for independent living.

A "naming" competition resulted in the acceptance of the name "Manoah" meaning, REST, RECREATION and CONSOLATION.

In 1995, an application to start the operation of an Aged Care Nursing Home at Manoah House received Departmental approval with a license for 8 beds.

Over the years, a number of additions and renovations were carried out to both the nursing home and village facilities

At present, we have 30 independent living units in the village and 19 accredited nursing home rooms, capable of dealing with a mix of high and low care permanent residents and we can reflect on the many blessings received and the many prayers that have been answered.

## **2. PHILOSOPHY OF CARE**

---

### **2.1 Vision Statement**

Providing excellence in aged care services and retirement accommodation in a Christian environment which is well planned and sustainable.

### **2.2 Mission Statement**

To provide excellence in quality aged care services and retirement accommodation in a Christian environment by:

- (a) upholding the values of the Association.
- (b) ensuring the organization is sustainable.
- (c) continually improving across all areas in a systematic and professional manner.

### **2.3 Core business statement**

Serving the care, lifestyle needs and aspirations of our aged Christian community.

### **2.4 Our Values**

The Association of Christian Senior Citizens Homes (WA) Inc lists the following values which underpin our commitment to achieving our mission:

- (a) The sovereignty of God over all of life.
- (b) The infallibility of the Bible as the Word of God.
- (c) Bringing honour and glory to God through our work.
- (d) Loving others as Christ loves us.
- (e) Maintaining the covenantal principle that our residents belong to the family of God.
- (f) Professionalism, competence and commitment to continuous improvement.
- (g) Recognizing the dignity, worth, health, wellbeing, lifestyle, respect and privacy of all our residents.

- (h) Providing for the physical, spiritual and emotional needs of all residents entrusted to our care.
- (i) Respecting our workforce through fair and equitable practices, openness, and responsiveness and including the provision of a safe working environment.

### **3. CATEGORIES OF ACCOMMODATION**

---

Accommodation at Manoah consists of:

- (a) Units built for independent living.
- (b) Aged Care Facility Units in MANOAH HOUSE.

Please Note: A separate agreement is applicable upon entry into Manoah House.

### **4. NURSING HOME UNITS IN MANOAH HOUSE**

---

These units house residents who are unable to live independently and require permanent care around the clock. We now have a total of nineteen nursing home units available with a mix of high care and low care residents.

Manoah House has full time staff in attendance. Staff provide all meals, carry out cleaning duties and provide individual care.

Aged care beds are provided along with floor coverings and light fittings. Residents are allowed to bring in their own furniture and are encouraged to “personalize” their units as much as possible, to make them feel at home.

Information on current charges and admission requirements is available from the Nursing Home Manager or the CEO.

Refundable accommodation deposits might be payable upon entry to Manoah House. The amount of the deposit payable might exceed the amount of the residual value of an independent living unit due to a resident on termination of an Occupancy Agreement. However, the residual value of an independent living unit may be applied, at the resident’s request, in part payment of any accommodation deposit due on entry to the Nursing Home

A separate agreement is applicable upon entry into the Nursing Home

All Manoah Village residents have a priority claim over other Association members and members of the public for entry into admission to Manoah House.

## 5. DISCLOSURE INFORMATION

---

The Occupancy Agreement may only be entered into with individuals who are considered to be of retirement age and considered by the Association to be practising Christians. Married couples are eligible providing one partner meets these requirements.

The units are unfurnished but are provided with floor coverings, electric stove and light fittings. Each unit varies slightly in configuration, size and number of rooms but always includes lounge, kitchen, bathroom and laundry. Some units have a car bay or carport and others have a locked up garage. Details of the facilities applicable to your unit are outlined in Schedule 1 of the Occupancy Agreement. A map of the buildings and grounds that form the communal property of Manoah Village is attached in Schedule 5 of the Occupancy Agreement in compliance with the provisions of the Code of Fair Practice for Retirement Villages.

The Resident is entitled to reside in Manoah Village for life subject to the terms and conditions of the Occupancy Agreement and the Residence Rules.

Occupancy is on a self-care basis.

No structural alterations, neither internal nor external, may be carried out unless prior written approval from the Association has been obtained.

Residents may be requested to vacate their Unit if they breach the terms of the Occupancy Agreement as set out further on in this booklet.

The following amenities are made available to all village residents:

- (a) Caretaker: The Caretaker ensures that the village functions in the interest of, and for the welfare of the residents.
- (b) An emergency call system is connected to Manoah House and is monitored 24 hours a day. Initial call-outs are carried out by the Caretaker.
- (c) A Recreation / Community Hall is available for family functions and village events. A small fee may be payable.
- (d) One private guest room with shower and toilet (depending on availability). A small fee may be payable for each overnight stay.
- (e) Hobby Room. A small fee may be payable if the room is used for a private function.
- (f) Occasional assistance and nursing care can be organized when requested by the resident.
- (g) Some meals are available from the Nursing Home for a small charge.

- (h) Aid and assistance in the moral and spiritual welfare of the Resident can be provided.

## **6. SERVICE CONTRACTS**

---

There are no service contracts and this document is the entire and sole contract between the Resident and the Association.

## **7. PAYMENT OF PREMIUM AND REFUND ENTITLEMENT**

---

The premium payable prior to the Resident securing accommodation at Manoah Village is specified in Schedule 1 of the Occupancy Agreement.

The Resident is entitled to a refund of the premium on termination of the Occupancy Agreement.

The amount of refund depends on how long the Resident has resided at Manoah Village.

The amount of the refund at the end of each year of occupancy by the Resident is set out in Schedule 1 of the Occupancy Agreement.

The maximum refund is the amount shown after 10 years of occupancy. The amount of the refund does not reduce after 10 years of occupancy.

The Association guarantees it will refund the portion of the premium owing to the Resident on the date that is:

- (a) 7 days after the unit is re-let and occupied by another person; or
  - (b) 45 days after the termination of the Occupancy Agreement
- (whichever is the earlier).

## **8. CHARGES FOR VILLAGE OPERATING COSTS**

---

The Resident is responsible for his own electricity and meals and the maintenance of any additional improvements that were carried out by him or a former resident and are not part of the standard amenities, fixtures and fittings available at Manoah Village.

Repairs to garage roll-a-doors are for the account of the Resident.

The Resident is responsible for the insurance of his personal belongings and contents.

The Resident is also liable for a share of the ongoing village operating cost as determined by the Board of the Association. This fee normally covers routine



repairs and maintenance, building insurance, water and shire rates, gardening, wages and other operating expenses incurred by the Association in the operation of Manoah Village.

The Resident will continue to be liable for a share of the operating costs from the termination of the Occupancy Agreement until the refund of the Entry Contribution is made provided that in any event the Residents liability shall cease 3 months after the date the Resident has Permanently Vacated the Unit. The Resident's share of the further operating costs shall be deducted from the lump sum owing to the Resident on termination of this Occupancy Agreement.

## **9. RELOCATION TO OTHER RESIDENTIAL PREMISES**

---

The Resident has no automatic right to being relocated to other units in Manoah Village but may request to do so. The Board of the Association may refuse such a request or may agree to it under particular terms and conditions as it sees fit.

## **10. ACCESS TO MANOAH AUDITED ACCOUNTS**

---

The Association prepares financial statements for each year ending on 30 June, which are published and submitted to every member for approval at the Annual General Meeting. The financial accounts are audited by a Registered Company Auditor and a report presented at that meeting. In addition, as required by the Code of Fair Practice, the Association holds a village budget meeting prior to the beginning of the financial year which all village residents are invited to attend. Quarterly accounts are also made available to all village residents as required by the Code.

## **11. ACCOMMODATION PLANS**

---

Site, locality and building plans of Manoah Village are retained at the office of the Administrator and are available for inspection.

## **12. RETIREMENT VILLAGES ACT 1992 AND CODE OF FAIR PRACTICE**

---

The retirement village industry in Western Australia is currently regulated by the Retirement Villages Act 1992 (**RVA**), the Retirement Villages Regulations 1992 (**Regulations**) and the Fair Trading (Retirement Villages Code) Regulations 2015 (**Code**).

The Code is incorporated within the RVA and regulates both the voluntary and commercial sectors providing accommodation in retirement villages.

The RVA ensures that residents have the right to have disputes heard and mediated. The RVA places particular emphasis on providing easy access to an informal and inexpensive forum to resolve disputes. However, there always

remains an obligation on the parties in a dispute to attempt to resolve the dispute themselves.

The RVA provides for residents to have input into the management of the Association.

### **13. DISPUTE RESOLUTION PROCEDURES**

---

Many disputes are due to simple misunderstandings or lack of suitable information. It is therefore the policy of the Association that every attempt should be made by those involved in a dispute to resolve it between themselves and/or discuss it with the CEO or a member of the residents' committee before going further. It should be noted that the Board of the Association does not involve itself in operational matters. The CEO handles all operational matters. Residents who are dissatisfied with the operational decisions of the CEO can lodge a written complaint to the Board if they cannot resolve the matter amicably between the CEO and the Resident. The Board will take into account the advice of the CEO before ruling on the matter.

Each disputing party will seek to refer any dispute to mediation prior to commencing any court proceedings. Any mediation session may be facilitated by the Village Owner, or by an external mediation service, provided all parties agree.

If a dispute is unable to be resolved within the Village and either party does not wish to mediate the dispute then either party may make an application to have the dispute heard at the appropriate Court or Tribunal.

### **14. RESIDENT PARTICIPATION**

---

The Association encourages all village residents to communicate their views concerning matters affecting their welfare at Manoah Village. The following processes and rights are available for the residents' participation.

The residents are entitled to establish a residents' committee in accordance with the provisions of the Code to consult with the CEO about the day to day running of Manoah Village and any issues or proposals raised by the residents.

The residents can attend regular meetings between residents and the Board's representatives.

The residents who are members of the Association can attend the Annual General Meetings of the Association and all village residents can attend the meetings of Manoah Village.

The residents can peruse the presentation of the published village quarterly accounts and attend the annual village budget meeting.



The residents can peruse or obtain individual copies of the full audited accounts of the Association.

The residents can provide input into any change of services where these will affect residents.

The residents can provide input regarding any improvements that can have an impact on resident fees.

**SCHEDULE OF CHARGES – Subject to Change**

---

Resident Funded Accommodation

Effective: 1 July 2014

**Maintenance Levy and Service Charge:** \$170.00 per fortnight on commencement and thereafter as determined by the Board of the Association. This levy is payable fortnightly.

**GST:** Currently exempt.

**Cost of garage where applicable:** Upon Application.

**Entry Contribution:** Upon Application.

**PLEASE NOTE:**

The entry contribution is calculated on the square metres of the individual unit.

Below is an **indication only** of cost and must not be taken as the exact cost of a particular unit. Exact cost is available upon application and is subject to the size of the unit and the rate of inflation.

Type of Unit	1 bedroom	1 bedroom & carport	2 bedroom & carport	Larger Units
Entry Contribution	From \$180,000	From \$185,000	From \$270,000	From \$320,000

Garages are additional to these prices and may not be available at time of application.

Refunds of Contributions will be determined in accordance with Item 5 of Schedule 1.

**These figures are subject to change without notice.**

## Occupancy Agreement

### Independent Living Unit, Manoah Village

---

#### DATED

**Association for Christian Senior Citizens' Homes (WA) Inc.** of 86 Mills Road, Martin, Western Australia 6110 (**Association**)

AND

of (Resident)

#### 1. Definitions

---

**Agreed Entry Date** means the date set out in Item 4 of Schedule 1.

**Amenities** mean the Amenities, set out in Schedule 8 .

**Code** means the Fair Trading (Retirement Villages Code) Regulations current at the time the Resident enters into this Occupancy Agreement as it is from time to time amended or repealed and re-enacted and to any other Code enacted in its place.

**Common Areas** means those areas of the Village which are made available for the use and enjoyment in common of the Residents of the Village, or other persons authorised by the Association.

**Communal Amenities** means amenities within the Village that all Village Residents have access to, as set out in Item 7 of Schedule 1.

**Communal Services** means the services that are provided and made available to the Residents residing in the village as set out in Item 7 of Schedule 1.

**Community Guest Room** means the guest accommodation available at the Community Hall within the Village for a fee and subject to the terms and conditions imposed by the Association in its absolute discretion.

**Contents** means the items provided by the Association for use by the Resident during the Term listed in Item 2 of Schedule 1.

**Essential Service** means electricity, gas, refrigeration, sewerage, septic tank or other waste management treatment, water, including the supply of hot water.

**Entry Contribution** means the amount set out in Item 3 of Schedule 1

**General Services** means the services provided by the Association to Residents of the Village and those services required to be provided by the Association to properly operate and conduct the Village as a quality retirement village including:

- (a) all rates, including council rates, water rates, electricity, gas or other fees from utilities and all charges and expenses payable for installation, repair or consumption of water, gas, oil, electricity, light, power, fuel, telephone, sewerage, garbage and other services or requirements supplied to the Village for the purpose of operating the Village;
- (b) all legal, accounting, auditing and other professional charges incurred by the Association in the conduct and operation of the Village, including payments to staff, consultants, contractors and other persons;
- (c) stamp duty, bank charges, reasonable fees and the costs of establishing and maintaining all records required by any statute or otherwise, the cost of keeping proper books of account, the costs including postage, preparation, printing and sending notices and correspondence;
- (d) all taxes including any GST arising under any supply made by the Association to the Resident or any person, any government taxes, levies or duties for which the Association becomes liable in relation to the conduct and management of the Village;
- (e) all insurance premiums payable by the Association in respect of policies of insurance for:
  - (i) repair and reinstatement of the Units, the buildings and infrastructure of the Village for the full replacement value arising out of its damage or destruction by any cause including flood;
  - (ii) public liability for personal injury and property damage;
  - (iii) workers compensation and voluntary workers compensation; and
  - (iv) any other insurance that the Association is required by law or statute to take out or that the Association elects to take out;
- (f) upkeep and maintenance of all fire alarms systems, rainwater detention/retention tanks & pumps, and all monitoring and safety services provided to the Village and the Units (if any);
- (g) all services provided to the Common Areas and the Village including ground maintenance cleaning, lighting, pest control, waste removal, gardening and landscaping, fire prevention and any other services;
- (h) costs for maintaining and repairing all ventilation, air-conditioning, cooling and heating of the Common Areas (other than as specifically reserved to be the Resident's responsibility);

- (i) costs incurred in maintaining and repairing the Village and the Units, including repairs to Common Areas (other than as specifically reserved to be the Resident's responsibility);
- (j) any other amount that the Association may, from time to time, deem reasonable and desirable to provide for future repairs, renovations and alteration of non fixed equipment and machinery such as air-conditioners, fridges, microwaves, dish washing machine, washing machine, dryers, furniture, equipment and furnishings;
- (k) the cost of administration staff and all other staff necessary to manage and operate the Village and provide any services to its Residents including all fringe benefits taxes, payroll tax or other taxes and costs related to employment of staff members; and
- (l) any other expenses the Association incurs for the operation, management and conduct of the Village including all provisions, stationery, products and consumables acquired for the conduct and operation of the Village.

**Information Booklet** means the information booklet for the Village provided to the Resident by the Association prior to entering into this Occupancy Agreement.

**Maintenance Levy and Service Charge** means the amount set out in Item 6 of Schedule 1.

**Occupancy Agreement** means this agreement and includes all schedules or annexures referred to or forming part of this document.

**Personal Amenity** means a personal amenity provided or made available by the Association for the exclusive use of the Resident as set out Schedule 8.

**Personal Service** means any service provided or made available to the Resident by the Association, as set out in Schedule 8.

**Permanently Vacated** means that all of the following have occurred:

- (a) the Association has been given notice of the Residents intention to vacate the Unit in accordance with this Occupancy Agreement;
- (b) the Resident has removed their goods and belongings from the Unit;
- (c) the Resident has ceased to reside in the Unit; and
- (d) The Resident has given up the Residents right to exclusively occupy the Unit by returning the keys and access cards to the Unit and the Village to the Association or if the Resident has died by the Residents personal representative returning the keys and access cards to the Association.

**Refund** means the amount set out in Item 5 of Schedule 1 and which is calculated based on the Resident's period of occupation at the Village.

**Residence Rules** means the rules of Manoah Village a copy of which are attached at Schedule 6.

**Residents** means any or all of the other residents of the Village.

**Retirement Village Laws** means:

- (a) the Retirement Villages Act 1992 (WA);
- (b) the Retirement Villages Regulations 1992 (WA); and
- (c) the Fair Trading (Retirement Villages Code) Regulations,

as amended or substituted from time to time.

**Retention Contribution** means the deferred fee the Resident pays to the Association for the Residents exclusive occupancy of the Unit and for the available shared use by the Resident and other Village residents of the Common Areas during the Residents occupancy as set out in Item 5 of Schedule 1.

**Term** has the meaning given in clause 2.

**Termination** means the termination of this Occupancy Agreement in accordance with clause 10 and Schedule 7.

**Tribunal** means the State Administrative Tribunal or its replacement.

**Unit** means the premises occupied by the Resident under this Occupancy Agreement and is more particularly described in Item 1 of Schedule 1, including any garage or car space specifically allocated to the unit and any courtyard or garden to which access by persons other than the Resident is restricted.

**Village** means Manoah Village, 86 Mills Road, Martin, Western Australia 6110

## **2. Term**

---

In consideration of the Resident paying the Entry Contribution, the Association grants the Resident a licence to occupy the Unit as licensee, on and from the Agreed Entry Date for life or until this Occupancy Agreement is terminated under clause 11.

During the Term, the Resident is entitled to use any garage or carport specified in Item 1 of Schedule 1 for the purposes of parking a motor vehicle only.

## **3. Entry Contribution**

---

- (a) The Resident must pay the Entry Contribution to the Association on or before the Agreed Entry Date.



- (b) If the Resident takes occupation of the Unit and the Resident has not paid the Entry Payment, the Association can terminate this Occupancy Agreement and require the Resident to vacate the Unit. In this case, the Association will make all necessary applications to the Tribunal to require the Resident to vacate the Unit.
- (c) The Association will not pay interest on the Entry Payment.
- (d) The Association will accept payment of the Entry Payment from a person other than the Resident if the Resident directs and authorises the Association to do so in writing.

#### **4. Refund of Entry Contribution**

---

If this Occupancy Agreement is terminated under clause 11, the Association will pay the Refund as calculated in accordance with Item 5 of Schedule 1, to the Resident or if the Resident has died, to the Residents estate, in accordance with the time frames set out below:

- (a) 7 days after the unit is re-let and occupied by another person; or
  - (b) 45 days after the termination of the Occupancy Agreement,
- (whichever is the earlier).

#### **5. Maintenance Levy and Service Charge**

---

##### **5.1 Maintenance Levy and Service Charge**

- (a) The Association will make the General Services available to the Resident and in return, the Resident will pay the Maintenance Levy and Service Charge fortnightly in advance (or as otherwise agreed) to the Association.
- (b) The Maintenance Levy and Service Charge is reviewed annually by the Association taking into account the anticipated outgoings, costs and expenses expected to be incurred for General Services.

##### **5.2 Liability for Maintenance Levy and Service Charge after occupation ceases**

The Resident must continue to pay the full rate of the Maintenance Levy and Service Charge from the date this Occupancy Agreement is terminated until the refund of the Entry Contribution is made, provided always that that in any event the Residents liability shall cease 3 months after the date the Resident has Permanently Vacated the Unit.

##### **5.3 Outstanding amounts**

Any amount outstanding under this clause 5 may be deducted from the Refund owing to the Resident.

## **6. Transfer**

---

- (a) The Resident does not have the automatic right to transfer to another unit in the Village. The Resident may request to do so.
- (b) The Association may refuse such a request or may agree to it at its discretion and subject to any terms and conditions as it sees fit.

## **7. Resident's obligations**

---

### **7.1 The Resident must:**

- (a) pay the Maintenance Levy and Service Charge by the due date for payment;
- (b) pay for repairs to garage roll-a-doors as necessary;
- (c) pay all charges for light and power, telephone and like outgoings for the Unit;
- (d) accept the concept of a Christian retirement village;
- (e) accept, subject to consultation with the Resident's own doctor, the decision of a doctor appointed by the Association as to the Resident's hospitalization, if deemed necessary by those doctors;
- (f) keep the Unit and all fixtures, fittings and the Contents in the Unit in good and reasonable condition failing which the Association may at its sole discretion charge a fee on termination of this Occupancy Agreement and deduct it from the Refund owing to the Resident;
- (g) maintain in good order and condition:
  - (i) any improvements made to the Unit; and
  - (ii) any fixtures or fittings installed in the Unit,by the Resident or any former resident.
- (h) permit the Association entry at all reasonable times to inspect the Unit;
- (i) make a Will and advise the Association of its location;
- (j) use the Unit for residential purposes only;
- (k) pay the legal costs incurred by the Association in connection with this Occupancy Agreement;

- (l) observe and comply with the Residence Rules and any regulations for the proper management and conduct of the Village as laid down by the Association from time to time;

**7.2 The Resident must not:**

- (a) keep any animals in or near the Unit without the Association's consent;
- (b) permit any visitor to stay in the Unit and the Community Guest Room (individually or as a combination of the two) for longer than two consecutive weeks without the Association's consent (which may be given or withheld in the Association's absolute discretion);
- (c) cause any annoyance or nuisance to other Residents within the Village;
- (d) keep any dangerous materials (such as highly flammable liquids) in or near the Unit;
- (e) make any structural changes to the Unit without obtaining the Association's prior written consent. The Resident may apply to the Association for approval to add a fixture or fitting to, or remove a fixture or fitting from, the Unit (the alteration) and the Association:
  - (i) may not unreasonably withhold approval for the alteration; and
  - (ii) will notify the Resident in writing, if the alteration is not approved, giving reasons of the decision no later than 10 days after the decision is made.

If the alteration is approved:

- (iii) the Association will notify the Resident in writing, stating the terms and conditions of the Association's consent given under this clause, which the Association considers appropriate in its discretion, including a requirement making the consent conditional upon the Association approving the contractors whom the Resident proposes to engage to perform any such works; and
  - (iv) the Resident will be responsible for the cost of maintaining or repairing any fixture or fitting the subject of the approval; and
  - (v) the Association has the right to have the alterations, fixtures and fittings removed and the Resident will be responsible, at the Resident's expense, to make good the Unit; and
  - (vi) the Resident may be held liable for any damage caused by any alteration, fixture or fitting or the removal of any alteration, fixture or fitting.
- (f) If the Resident has been allocated a car space, the Resident will be entitled to park one motor vehicle in each car space of the Residents car

space in accordance with this agreement and, if applicable, the Resident, if applicable, shall be provided with one device for each car space to enable the Resident to gain access to their car space.

- (g) The use of the Residents car space is to be in accordance with the relevant provisions in the Village rules, as updated from time to time.

## **8. Urgent Repairs of the Unit**

---

- 8.1 In the event that the Resident is required to have urgent repairs undertaken at the Unit in relation to essential services (electricity, gas, refrigeration, sewerage, septic tank or other waste management treatment, water, including the supply of hot water): and for which the Association is responsible under this Occupancy Agreement.

**Urgent Repair** means a repair necessary:

- (a) For the supply or restoration of an essential service; or
- (b) To avoid-
  - (i) Risk of injury to a Resident; or
  - (ii) damage to the residential premises; or
  - (iii) the Unit is or becoming unsafe or insecure; or
  - (iv) undue hardship to a Resident.

- 8.2 The following provisions apply under this Occupancy Agreement in respect to Urgent Repairs:

- (a) The Resident usually is entitled to arrange for Urgent Repairs to be carried out on any fixtures, chattel or capital items included in, or attached or connected to, the residential premises on behalf of the Association if:
  - (i) the Resident has made all reasonable attempts to notify the Association of the need for the urgent repairs, and
  - (ii) the Association failed to carry out urgent repairs in a timely manner; and
  - (iii) The Resident arranges any urgent repairs in accordance with established processes; and
  - (iv) The Resident arranges for urgent repairs to be carried out in accordance with a repairer list approved by the Association and displayed in a prominent place in the village, if no such list by a qualified repairer for repairs of the nature required.

- (b) If a Resident arranges for urgent repairs to be carried out in accordance with (a) above, the Association is responsible for payment for the repairs including reimbursement to the Resident of any amount paid by the Resident in respect of the repairs.

## **9. Amenities and Services**

---

### 9.1 The Association:

- (a) grants the Resident the exclusive use of the Personal Amenities;
- (b) licences the Resident the right, in common with all other Village Occupants, to use and enjoy the Communal Amenities for the Term on and subject to the terms and conditions set out in this Occupancy Agreement; and
- (c) will provide the Resident with the Personal Services and Communal Services on and subject to the terms and conditions set out in this Occupancy Agreement.

## **10. Association's rights and obligations**

---

### 10.1 Subject to the Resident paying the Entry Payment and Maintenance Levy and Service Charge and complying with the Resident's obligations under this Occupancy Agreement, the Association will:

- (a) allow the Resident uninterrupted and, peaceful occupancy of the Unit for the Term;
- (b) insure and keep insured the building and fixtures supplied by the Association;
- (c) maintain the Unit and the rest of the land and improvements in the Village in good order and condition;
- (d) assist in arranging home help, nursing care and meals as and when specifically requested by the Resident;
- (e) use its best endeavours to arrange where possible (in consultation with the Resident's doctor), the hospitalization of the Resident, if required by the Resident, the Resident's doctor, or a doctor appointed by the Association;
- (f) aid and assist in the moral and spiritual welfare of the Resident by arranging visitation of the Resident by a representative of the Christian Reformed Church of WA if requested;

- (g) except in the case of an emergency, not arrange for or allow any structural change to the Unit without the Resident's consent (which must not be unreasonably withheld);
- (h) provide the Amenities for use by the Resident; and
- (i) provide the Contents for use by the Resident.

10.2 The Association may ask any prospective or actual visitor to leave if, in the sole opinion of the Association, that visitor may pose a threat to the safety and or peace of mind of the Village community.

## **11. Termination**

---

### **11.1 Grounds for termination**

- (a) The Resident's right to occupy the Unit ends on the earlier of:
  - (i) the death of the Resident (or if there is more than one, the death of the last surviving Resident); or
  - (ii) four months after the Resident gives notice in writing of an intention to terminate this Occupancy Agreement; or
  - (iii) the date the Resident permanently vacates the Unit without giving notice.
- (b) The Resident's right to occupy the Unit may be cancelled and this Occupancy Agreement terminated if:
  - (i) the Resident's physical or mental health is such as to make the Unit unsuitable for occupation by the Resident;
  - (ii) the Resident has breached this Occupancy Agreement or the Residence Rules and has failed to rectify that breach within 14 days after receiving notice of the breach from the Association;
  - (iii) the Resident has intentionally or recklessly caused or permitted, or is likely to intentionally or recklessly cause or permit, serious damage to the Unit or injury to the Association, an employee of the Association or another resident; or
  - (iv) the Association would, in the special circumstances of the case, suffer undue hardship if the Occupancy Agreement was not terminated.

### **11.2 Notice of termination**

- (a) On the happening of any of the events described in clause 11.1(a) and 11.1(b), the Association will give You at least 10 working days written

notice of the Association's intention to make any application to the Tribunal to terminate this Occupancy Agreement.

- (b) The notice to the Resident under clause 11.2(a) must set out in a clear form:
  - (i) the date sought to terminate the Occupancy Agreement;
  - (ii) any refund applicable;
  - (iii) the grounds for termination (including the particulars of any breach of the Occupancy Agreement or the Residence Rules);
  - (iv) the period during which the Resident may rectify a breach that may be rectified;
  - (v) the Resident's right to invoke the dispute settling procedures in accordance with the Code and paragraph 14 of the Information Booklet.
  - (vi) that the Occupancy Agreement cannot be terminated without an order from the Tribunal; and
  - (vii) that the Resident may occupy the Unit until the Tribunal authorises a termination date.
- (c) A copy of the notice to the Resident under clause 11.2(a) must be sent to at least one person named on the Resident's application form as an emergency contact (if any) and to the Commissioner.
- (d) If the Association obtains an order from the Tribunal terminating this Occupancy Agreement, the Resident must vacate the Unit within the period set out in the order or if no such period is contained in the order, within 28 days after the date of the order.
- (e) The Association must not terminate this Occupancy Agreement without the agreement of the Resident or an order from the Tribunal.

## **12. Dispute Resolution Procedure**

---

- (a) The Retirement Village Laws ensure that residents have the right to have disputes heard and mediated. The Retirement Village Laws place particular emphasis on providing easy access to an informal and inexpensive forum to resolve disputes. However, there always remains an obligation on the parties in a dispute to attempt to resolve the dispute themselves.
- (b) If the Resident wishes to rely on the dispute settling procedures to appeal against the decision of the Association to terminate this Occupancy

Agreement, then he or she must comply with paragraph 14 of the Information Booklet.

- (c) If a dispute cannot be resolved amicably between the Resident and the Association, the dispute resolution procedure outlined in the Code will be implemented. Each disputing party will seek to refer any dispute to mediation prior to commencing any court proceedings. Any mediation session may be facilitated by the Association, or by an external mediation service, provided all parties agree.
- (d) If a dispute is unable to be resolved within the Village and either party does not wish to mediate the dispute then either party may make an application to have the dispute heard at the appropriate Court or Tribunal.

### **13. Retirement Village Laws**

---

- (a) The retirement village industry in Western Australia is regulated by the Retirement Village Laws.
- (b) The Retirement Village Laws provide for Residents to be consulted on and have access to information about administrative and operating financial arrangements of the Village.
- (c) The Residents can:
  - (i) establish a residents' committee in accordance with the provisions of the Code to consult with the Association about daily operations at the Village and any issues or proposals raised by the Residents.
  - (ii) attend regular meetings between Residents and the Association's representatives.
  - (iii) attend the annual general meetings of the Association and of the Village.
  - (iv) peruse the presentation of the published village quarterly accounts and attend the annual Village budget meeting.
  - (v) peruse or obtain individual copies of the full audited accounts of the Association.
  - (vi) provide input into any change of services where these will affect residents.
  - (vii) provide input regarding any improvements that can have an impact on the Maintenance Levy and Service Charge.



**SCHEDULE 1**

<b>Item 1</b>	Unit	Unit _____, Manoah Homes, 86 Mills Road, Martin, Western Australia as shown on the plans attached to this agreement.	
	Carport Garage	<input type="checkbox"/> _____ (tick if applicable and insert number) <input type="checkbox"/> _____ (tick if applicable and insert number)	
<b>Item 2</b>	Contents	Carpets Light fittings Electric stove	
<b>Item 3</b>	Entry Contribution	(a) Unit: \$ (b) Caravan Bay: \$ (c) Garage: \$ <b>Total:</b> \$	
<b>Item 4</b>	Agreed Entry Date		
<b>Item 5</b>	Determination of the refund at end of Occupancy Agreement	<p><b>Period of occupancy</b></p> <p>The refund payment will be determined in accordance with the following calculation:</p> <p>Refund payment = A – R,</p> <p>Where:</p> <p><b>R</b> means the deduction for the Retention Contribution as calculated in accordance with paragraphs (a) to (j) below.</p> <p><b>A</b> means the amount of the Entry Contribution.</p> <p><b>D</b> means is the amount of days that have elapsed from the Commencement Date up to and including the date of the payment made under clause 4 (a) or (b) on page 16.</p>	<p><b>Amount</b></p>

		<p>If the Occupancy Agreement is terminated during the first year of the Term the refund payment is calculated as follows:</p> $R = A \times 25\% = ( \quad )$ <p>25% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 25% during the first year or part thereof of this Occupancy Agreement.</p>	\$
		<p>If the Occupancy Agreement is terminated during the second year of the Term, the refund payment is calculated as follows:</p> $R = A \times 27\% = ( \quad )$ <p>27% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 27% during the second year or part thereof of this Occupancy Agreement.</p>	\$
		<p>If the Occupancy Agreement is terminated during the third year of the Term, the refund payment is calculated as follows:</p> $R = A \times 28\% = ( \quad )$ <p>28% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 28% during the third year or part thereof of this Occupancy Agreement.</p>	\$
		<p>If the Occupancy Agreement is terminated during the fourth year of the Term, the refund payment is calculated as follows:</p>	\$

		<p><math>R = A \times 30\% = ( \quad )</math></p> <p>30% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 30% during the fourth year or part thereof of this Occupancy Agreement.</p>	
		<p>If the Occupancy Agreement is terminated during the fifth year of the Term, the refund payment is calculated as follows:</p> <p><math>R = A \times 31\% = ( \quad )</math></p> <p>31% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 31% during the fifth year or part thereof of this Occupancy Agreement.</p>	\$
		<p>If the Occupancy Agreement is terminated during the sixth year of the Term, the refund payment is calculated as follows:</p> <p><math>R = A \times 33\% = ( \quad )</math></p> <p>33% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 33% during the sixth year or part thereof of this Occupancy Agreement.</p>	\$
		<p>If the Occupancy Agreement is terminated during the seventh year of the Term the refund payment is calculated as follows:</p> <p><math>R = A \times 34\% = ( \quad )</math></p> <p>34% / Days</p>	\$

		<p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 34% during the seventh year or part thereof of this Agreement.</p>	
		<p>If the Occupancy Agreement is terminated during the eighth year of the Term, the refund the refund payment is calculated as follows:</p> $R = A \times 35\% = ( \quad )$ <p>35% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 35% during the eighth year or part thereof of this Agreement.</p>	\$
		<p>If the Occupancy Agreement is terminated during the ninth year of the Term, the refund the refund payment is calculated as follows:</p> $R = A \times 39\% = ( \quad )$ <p>39% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 39% during the ninth year or part thereof of this Occupancy Agreement.</p>	\$
		<p>If the Occupancy Agreement is terminated during the tenth year of the Term and any subsequent years, the refund the refund payment is calculated as follows:</p> $R = A \times 40\% = ( \quad )$ <p>40% / Days</p> <p>Explanation: this means that the payment by the Resident will be calculated on a daily basis at 40% during the tenth year or part thereof</p>	\$

		of this Occupancy Agreement.	
<b>Item 6</b>	Maintenance Levy and Service Charge	\$_____ per fortnight on the Agreed Entry Date and thereafter as determined by the Board of the Association.	

## **SCHEDULE 2 - INFORMATION STATEMENT FOR PROSPECTIVE RESIDENTS**

---

Under section 13(2) of the Retirement Villages Act 1992 the owner of residential premises in a retirement village is required to provide the following information to a person at least 10 working days before that person enters into a residence contract.

Each of the following questions is to be answered in writing by the owner below each question in a separate information statement.

### **Payment of premium and refund entitlement**

#### **1. What premium and other costs are payable to enter the retirement village?**

- (a) an agreed lump sum entry contribution comprised of unit, caravan bay and garage, as the case may be, and as negotiated with the Association at the time of application;
- (b) any legal fees or disbursements incurred in the preparation of this Occupancy Agreement.

#### **2. What is the refund entitlement if the residence contract is terminated and when is it paid? (include any fees or commissions charged on termination of the contract and detail the method used to make the determination)**

---

If there are any outstanding amounts owed to the Association by the Resident or any costs payable by the Resident for refurbishment or reletting they will be payable by the resident on termination.

If the resident's right to accommodation is cancelled and the agreement terminated in writing by the Association for breaches of covenant or medical reasons then the Association will repay the appropriate proportion of the entry contribution set out in the schedule less any outstanding charges owing.

Refunds will be made in accordance with the timeframes set out in the Retirement Village Laws. These rights are divided into 2 parts:

- (a) Before entering into occupancy

Where the Resident decides to cancel the Occupancy Agreement following entry into the Occupancy Agreement (i.e. the date of signing):

- (i) within 7 working days from the date of signing the Occupancy Agreement and where the required disclosure information and documents required by the Retirement Village Act have been given;

- (ii) within 17 working days after the date on which disclosure information are given to the Resident where the required disclosure information was not provided to the Resident at least 10 days before the Occupancy Agreement was signed.

In these circumstances the Resident may withdraw, by giving notice in writing to the Association and is entitled to a full refund within 7 days. This cooling off period is waived if the Resident takes occupancy of the Unit.

- (b) After entering into occupancy:

The Occupancy Agreement provides for a refund to the Resident on termination. The method of calculation and time for payment of the refund is set out in the Occupancy Agreement and this information statement.

**3. To enable me to compare the financial packages offered by different retirement villages, what would be the final return due after, say, 1,2 ,5 and 10 years?**

---

Example of resident’s capital entitlement upon vacating the unit:.

Based on an unit initially leased for **\$240,000**:

Item	Year 1	Year 2	Year 5	Year 10
<b>Amount retained</b>	\$62,500	\$67,500	\$72,000	\$96,000
<b>Total retention</b>	25%	27%	28%	40%
<b>Settlement sum to resident</b>	<b>\$177,500</b>	<b>\$172,500</b>	<b>\$168,000</b>	<b>\$144,000</b>

**Charges for operating costs**

**4. What retirement village operating costs are charged to a resident? What are the components of those costs? What method of calculation is used to determine the resident’s share of those costs and variation of those costs?**

---

The Resident is charged a Maintenance Levy and Service Charge representing the cost of maintaining the unit,, the upkeep of the village common grounds, and part of the village’s operating costs.

This fee is payable fortnightly and is reviewed annually by the Board of the Association. The Board sets the fee on the recommendation of the Administrator taking into account the anticipated outgoings, costs and expenses expected to be incurred in the next 12 months for the operation of the Village.

The new fee is normally set from September 1 onwards. The Maintenance Levy and Service Charge is the same for all Residents.

**5. By what percentage did the village's operating costs payable by the residents increase during the previous financial year?**

---

The Maintenance Levy and Service Charge is \$170 in 2015/2016. The increase is 6.25%. Electricity costs are additional to these but increases in rates charged are not under the control of the Association.

**6. Can a resident be liable for any additional or extraordinary charges? If so, under what circumstances?**

---

The Residents are liable for replacement of light globes in unit as well as their own telephone and electricity charges. The Resident also pays the cost of maintaining, servicing, replacing or removing improvements he made to the unit. Garage roller door repairs are the responsibility of the Resident.

In case of breach of the Occupancy Agreement, the Resident will be charged the costs due to the breach as well as the costs associated with the notice to remedy the breach.

The daily rate charged for the use of the Guest Accommodation Room (when used by the guest of the resident) as well as the cost of a replacement key (in case of loss) are for the Resident's account.

**Budget surplus**

**7. For what purpose, or purposes, may any budget surplus in the retirement village be applied?**

---

The budget is prepared on the basis that the fees paid by the residents over the year will meet the operating costs of the village. If a surplus did arise in any year, it would be applied towards the Operating Costs budget of the following year unless otherwise approved by Special Resolution at a properly convened General Meeting of the Village Residents and in compliance with the Retirement Village Laws.

**8. Does a resident have any say in the purpose or purposes to which any budget surplus in the retirement village is to be applied? If so, what is the process for resident involvement in this decision?**

---

All Residents who are members of the Association are expected to attend the Association Annual General Meeting in October each year. At that meeting, all members of the Association are asked to vote on the budget of the Association which includes the budget of the village. A Village Residents budget meeting is also held prior to the Association General Meeting at which time the Residents



are given the opportunity to make any suggestions regarding the Village budget for the following year.

### **Reserve funds**

- 9. Is there provision for a reserve fund to pay for repairs, replacements, maintenance and renovations within the retirement village? If not, what are the arrangements for the carrying out of, and the funding of such works?**
- 

No

A volunteer maintenance officer looks after the day to day maintenance and repairs in the village. When the nature of the work is of a more specialised nature, professional tradesmen are called in by the village administrator.

- 10. What, if any, contribution does a resident make to any reserve fund? What method of calculation is used to determine any resident contribution?**
- 

None.

### **Resident funded capital improvements**

- 11. What are the rights of a resident to the compensation for capital improvements made to the residential premises at the resident's expense?**
- 

Fixtures remain the property of the Association. However if a resident pays for repairs to a fixture owned by the Association, he will be refunded upon production of the relevant receipt/invoice.

### **Amenities and services**

- 12. What amenities and services are, or are to be, provided or made available by the administering body? What charges or fees are payable by a resident for those amenities and services and what is the basis for the future determination of those charges and fees? Are there any conditions that apply to a resident's access to, or use of those amenities and services?**
- 

The Communal Amenities and Communal services are described at Schedule 8. Fees and charges (if any) payable are set out in Schedule 8.

You are required to comply with the current Village Rules under the terms of your contract.

**13. What optional amenities and services are, or are to be, provided or made available by the administering body and at what cost?**

---

The Village is primarily a self care facility where residents carry out an independent life style. Some meals however are available from the Nursing Home at a current charge of \$8.00.

**Existing service contract**

**14. Is there a service contract already in existence that will bind a prospective resident? How can the service contract be varied or cancelled?**

---

No. The only agreement between you and the Association is your Self care Occupancy Agreement.

**Insurance**

**15. What insurance arrangements (including self-insurance arrangements) are in place or proposed for the retirement village? What village insurance costs are or will be, payable by the residents?**

---

Full replacement cover is in place for the village buildings and fixtures. Insurance cover is also in place for public liability insurance and workers compensation insurance.

These insurance costs are included in the operating costs and met through your regular Maintenance Levy and Service Charge.

You should take out your own contents insurance for your household furniture and personal property.

**16. What is, or will be, the extent of insurance cover (including self-insurance cover) in the event of the residential premises or the retirement village as a whole being damaged or totally destroyed?**

---

Full replacement insurance cover is in place for all village buildings and fixtures.

**Village Management**

**17. What are the qualifications and experience of the retirement village's senior management?**

---

The village has been in operation since 1981 and the Board has attained valuable experience in the management of an independent living environment. The Administrator has Australian University qualifications in commerce and economics and a lifelong experience in commercial and corporate banking, consultancy and senior administrative roles.

- 18. Can the administering body of the retirement village transfer or assign its management responsibilities and obligations to a third party? If so what notice will be given to the residents of the transfer or assignment? What information will be given to the residents about the qualifications and experience of the party to whom the responsibilities and obligations are to be transferred or assigned?**
- 

The Association does not have the power to transfer or assign its management responsibilities and obligations to a third party. If the Association desired to do so it would require approval of its members by way of a special resolution at a properly convened General Meeting.

- 19. Is the retirement village accredited under any established accreditation scheme that applies to the retirement village industry?**
- 

The village is not accredited but will take steps to achieve accreditation in the future. However, the Village meets the necessary industry benchmarks to operate efficiently.

- 20. What arrangements, if any, exist for the appointment of a trustee or resident's representative to oversee the interests of the residents under the retirement village scheme?**
- 

This is not a requirement of the Manoah Village Scheme.

**Resident consultation.**

- 21. What arrangements exist for a resident to participate in the administration of the retirement village, including the making of residence rules and the setting of charges for the village operating costs that are payable by the resident?**
- 

Meetings between the Board and residents are held three times per annum. Input from the residents is encouraged but final decisions taken outside the Annual General Meetings are a matter for the Board. Residents cannot be Board members.

Residents can also provide input on any matter concerning the management of the village, ranging from landscaping to infrastructure, building maintenance, hiring of contractors and financial management.

The Board takes all reasonable suggestions seriously and considers them at its monthly meetings. Residents are advised by the village administrator of the decision made by the Board with regard to the input made the residents.

**22. How can the rights and obligations of the administering body and the resident under the residence contract and related contracts be varied? What resident participation is required to effect such variations?**

---

There is no provision for the rights and obligations of the Association to be varied under the contract. The rights of the resident to accommodation can only be cancelled if the contract is terminated under the terms and conditions of the contract.

**Resident voting rights**

**23. If 2 or more residents occupy the same residential premises in the retirement village, is each resident entitled to vote on a matter that requires, or provides for, the consent of the residents of the village?**

---

Residents are members of the Association. Under the rules of the Association, only one member of each Resident couple can cast a vote at the Association Annual General Meetings or Extraordinary General Meetings.

**24. What are the rights of a resident of the retirement village to appoint a person to vote for the resident by way of a proxy vote?**

---

A member of the Association may appoint in writing another member who is a natural person to be the proxy of the appointing member and to attend, and vote on behalf of the appointing of the members at any general meeting.

**Use of residential premises**

**25. What restrictions are there on resident's use of his/her residential premises and the retirement village amenities in regard to:**

---

- (a) Having someone else live with him/her?

Not allowed

- (b) Having visitors, including short term stay guests?

Allowed but a visitor is not to remain a residential guest for a period longer than 2 consecutive weeks without the Association's consent.

- (c) Car parking?

Car parking is available in parking bays, carport or purchased garage.

- (d) Pets?

A Resident is not to keep any animals without the Association's consent.

**Spouse rights**

**26. What effect does the death of a resident have on the right of a spouse residing with the resident to continue to occupy the residential premises?**

---

The surviving Resident is entitled to occupy the residential premises until his/her death.

**Transport**

**27. What type of public, private or village transport is available to residents?**

---

Adequate public transport facilities – train and buses- are available within close proximity.

**Medical certificate requirements**

**28. Does the prospective resident have to supply a medical certificate or report to certify his/her ability to live independently?**

---

Before approving your application to reside in the village we must be satisfied that you are capable of maintaining your safety, health and hygiene as occupants of the unit applied for. We therefore require you supply a medical certificate to attest to your ability of living independently.

**29. Will the prospective resident have to supply documentation of his/her medical condition and medications? If so, who will have access to it?**

---

Yes, this document will be kept on the resident's confidential file at the office. Staff will have access to this file in case of emergency.

**Emergency call procedures**

**30. Is there an emergency call system? If so, when is it monitored? Who is responsible for responding to the calls? How much does it cost?**

---

There is an emergency call system. It is monitored 24 hours per day. The caretaker via the Nursing Home staff is responsible for responding to the calls. There is no extra cost involved.

**31. In the event of an emergency who will be called and how will they gain access to the resident's residential premises?**

---

This depends on the nature of the call. Most calls are attended to by the caretaker. It is at the caretaker's discretion to decide whether an ambulance

should be called for transportation to hospital. Immediate family would be notified.

**32. If hospitalisation is required where will a person normally be taken?**

---

Armadale Hospital

**Hospitalisation**

**33. If hospitalisation or nursing care is required, how long will the resident's residential premises be kept in the name of the resident?**

---

The residential premises will be kept in the name of the resident during his stay in hospital. However, in cases of prolonged stay where in the opinion of a medical practitioner, the Resident is unable to care for themselves permanently, the Resident may be moved to a long term care facility as the medical practitioner may recommend or to an appropriate facility arranged by the Resident or his or her advocate.

**34. In the event that hospitalisation or nursing care is required, what ongoing costs would the resident incur with his/her existing residential premises?**

---

Continued payment of the Maintenance Levy and Service Charge is required.

**Moving**

**35. What costs are associated with moving to and living in alternative accommodation within the retirement village?**

---

Residents can be relocated to the Nursing Home subject to the necessary admission criteria

An entry bond may be required for entry by village residents into the Nursing Home

Costs associated with removal of personal belongings are for the resident's account.

If a Resident wishes to move to other premises in the village, they can apply to the Association. Additional costs may be payable by a Resident if they transfer.

- 36. In what circumstances would a resident be required to move to alternative accommodation within the retirement village or be transferred or relocated?**
- 

The only time when a resident will be required to be relocated is when he is no longer able to care for himself.

**Village under construction**

- 37. If the residential premises in the retirement village are still under construction, can the prospective resident have input into the design, construction or furnishings of his/her premises?**
- 

This is no longer applicable as there is no further room available at Manoah for additional residential self care units. However, should an existing unit become available, the new prospective resident can have input into any renovation work he would like to see carry out subject to the resident paying for the cost of such renovations.

**Refund of deposit**

- 38. What entitlement does a prospective resident have to a refund of his/her deposit if the construction of the retirement village has not been commenced or completed?**
- 

Not applicable as there is no further room available at Manoah for additional units.

**Sale of village**

- 39. What protection does a resident have against a loss of rights (including accommodation rights) if the retirement village is sold to another organisation?**
- 

The Association was formed at the request of the Christian Reformed Churches of WA in support of their senior members and as such, it is unlikely that the village will ever be sold. In any case, most residents are members of the Association and the sale would require a special resolution passed by 75% of the members present in person or by proxy at a properly constituted Special General Meetings. Residents would be entitled to any rights available to them under the relevant legislation prevailing at the time.

### **Restriction on sale of residential premises**

- 40. Are there any restrictions on the sale of residential premises (e.g. sole agency)? What happens if there is a dispute over the sale price?**
- 

You have no ownership title to your Village unit. You only have a right of occupancy for life. You cannot sell your right of occupancy. If you vacate your unit, the Association is responsible for re-letting your unit to a new resident. You can only receive the residual value guaranteed under the contract irrespective of the price at which your unit has been re-let. You will receive the guaranteed residual value irrespective as to whether your unit is re-let to another Resident or not.

### **Repair or refurbishment of residential premises**

- 41. Can a resident be liable to pay for the cost of any repair or refurbishment of residential premises? If so, under what circumstances?**
- 

You are responsible for the cost of maintaining, servicing, replacing or removing improvements you made to the unit. However you cannot make any structural change to the unit without the Association's consent.

- 42. What can a resident do if dissatisfied with a claim made by the administering body for payment of any repair or refurbishment of residential premises?**
- 

A procedure for disputes is outlined in the Resident's contract and the matter can be taken to the Retirement Villages Dispute Committee if no amicable agreement can be reached.

### **Termination of contract**

- 43. Under what conditions can the residence contract in the retirement village be terminated and at what costs? (the conditions must include the procedures to be followed under the Retirement Villages Act 1992 and any applicable code)**
- 

The administering body of a retirement village cannot terminate a residence contract of its own that is without the agreement of the Resident. However, a Resident or the administering body may apply to the State Administrative Tribunal to terminate a residence contract under circumstances as specified in the Retirement Villages Act 1992.

An administering body may apply to the State Administrative Tribunal to terminate a residence contract on the grounds that:



- (a) the Resident's physical or mental health is such as to make the residential premises unsuitable for occupation by the Resident;
- (b) the Resident has breached the residence contract or the residence rules and has failed to rectify that breach;
- (c) the Resident has intentionally or recklessly caused or permitted, or is likely to intentionally or recklessly cause or permit, serious damage to the residential premises or injury to the administering body, an employee of the administering body or another Resident;
- (d) the administering body would, in the special circumstances of the case, suffer undue hardship if the residence contract was not terminated

There are no costs payable by the Resident upon termination of the agreement unless legal or court costs are incurred.

**44. What fees will be payable by a prospective resident or a resident on termination of the residence contract? (this must include who is responsible for ongoing village operating costs and other charges during a period of vacancy of the residential premises.)**

---

The Resident must continue to pay the full rate of the Maintenance Levy and Service Charge from the date this Occupancy Agreement is terminated until the refund of the Entry Contribution is made to the Residence.

**Signed on behalf of the Association for Christian Senior Citizens Homes WA Inc  
by its Chief Executive Officer Gerard Goiran**

---

**Dated :**

## SCHEDULE 3

---

### CHECKLIST FOR RESIDENTS

It is important for you to carefully read and consider the following questions before entering a retirement village. If, after reading through the list, you are uncertain as to any aspect of the village, or its suitability to you, seek further advice.

This checklist complies with the Appendix in the Code and should not deter you from seeking further legal advice.

1. Have I fully discussed my decision to enter a retirement village with my family, friends or adviser?
2. Can I afford to move into the village I have chosen and meet the current and future ongoing costs of living in this village? What are the financial consequences for me if I wish to move out of the village? Have I sought independent advice from a licensed financial adviser on these matters?
3. If am considering moving to a retirement village because of the housework, gardening and general maintenance has become too much, have I fully considered other options? For example, obtaining home help or handyperson help, or moving to a smaller unit in the same neighbourhood.
4. If I am considering moving to a retirement village because I have recently lost my partner, have I given myself enough time to grieve before I make a major lifestyle change?
5. Have I received adequate information about the retirement village I have chosen? Have I shown the documents to a solicitor? Am I satisfied that I fully understand the contract that I am signing?
6. Am I comfortable that the lifestyle of the village (including social activities and religion) will suit me? Have I spoken to any residents of the village?
7. Will the village and my unit be readily accessible if I become disabled and need a wheelchair or walking aid? What alternatives do I have if I am no longer able to live alone?
8. Does the village provide personal care or nursing care, an emergency call system and other amenities that are likely to meet my present or future needs?
9. Have I looked at a number of villages to compare the amenities (e.g. Recreational, transport, gardens, etc.) and financial arrangements?
10. Is the village I have chosen accessible to my friends and family?
11. Can I take my own furniture to the village and if so, will it be suitable?



MANOAH HOMES

12. Before I sign the contract, have I received and considered all the information required to be given to me under the *Code of Fair Practice for Retirement Villages and the Retirement Villages Act 1992*?

## **SCHEDULE 4 - Form 2 Retirement Villages Act 1992**

---

Notice of Rights under Sections 13 and 14 of the Retirement Villages Act 1992

The rights you have under section 13 and 14 of the Retirement Villages Act 1992 are set out below. The owner should give you this form at least 10 working days before you enter into a residence contract.

### **UNDER SECTION 13**

1. a residence contract shall be in writing;
2. at least 10 working days before a person enters into a residence contract the owner shall cause to be given to that person:
  - (a) the information statement set out in Form 1 Schedule 1 to the Retirement Villages Regulations 1992 completed and signed by the owner;
  - (b) this notice;
  - (c) a copy of the residence rules; and
  - (d) a copy of any applicable code.
3. a residence contract is taken to include a warranty as to the correctness of the information contained in the information statement. That warranty:
  - (a) is subject to any written alteration made to the information statement made by the owner with the consent of the prospective resident on or before the signing of the residence contract by the owner;
  - (b) prevails over any inconsistent contractual term.

### **UNDER SECTION 14**

1. If a person has not entered into occupation of residential premises under a residence contract that person may rescind the residence contract:
  - (a) at any time within 7 working days after the date of this contract; or
  - (b) if the documents required to be provided under section 13(2) are not provided- at any time before the expiration of 17 working days after the documents are provided.
2. A rescission of a residence contract must be carried out in accordance with section 75 of the Retirement Villages Act 1992.



## **SCHEDULE 5**

---

Map of the buildings and grounds that form the communal property of Manoa Village

## SCHEDULE 6

---

### Residence Rules

The following rules are additional to any other rules and regulations that might be contained in the Information Booklet

1. All residents must acknowledge that Manoah Homes is a Christian community financially and prayerfully supported by the Christian Reformed Churches of Western Australia.
2. Residents shall inform their guests of these rules, and as far as practicable, shall ensure that they are being adhered to.
3. Village residents shall show respect and care towards each other and no behaviour susceptible to offend the sensitivities of other Christian residents shall be tolerated.
4. No illicit drugs shall be brought on the premises.
5. No offensive language shall be allowed.
6. No alcohol shall be procured to persons aged less than 18 years by resident or resident' guest.
7. No prolonged excessive noise (music etc) shall be tolerated at any time.
8. Vehicle parking (guests and residents) shall be restricted to designated car bays.
9. No paid business transactions, tradesmen or deliveries of goods shall be permitted on Sundays.

## **SCHEDULE 7 – Termination of Unit Contracts and a Resident’s Right of Occupation of Residential Premises**

---

### **1. A resident’s right to occupy residential premises**

The legal right to occupy particular residential premises in a retirement village most often follows the signing of a Unit contract and in many instances involves the payment of a sum of money called ‘a premium’<sup>1</sup>.

A Unit contract is a binding agreement between the resident and the operator<sup>2</sup> of the village (who may or may not also own the village). It can take a variety of forms including:

- (a) non-owner Unit contracts which take the form of a Agreement for life, a Agreement/licence to
- (b) occupy, or a periodic or fixed term rental agreement. Each of these grant occupancy rights but not land ownership to residents;
- (c) owner Unit contracts in a strata title scheme which grant both occupancy rights and ownership of a ‘lot’ (land and buildings) within the village; and
- (d) owner Unit contracts that confer a right to occupy particular premises under a purple title scheme in which the resident becomes a co-owner after buying an undivided share of the village.

### **2. Termination initiated by an operator and recovery of the residential premises**

A Unit contract and right of occupation cannot be terminated by an operator without a resident’s consent except in the range of circumstances specified in sections 17, 58, 59, 62 and 63 of the *Retirement Villages Act 1992* (the RV Act). Paragraphs 4 and 5 below contain additional detail on these provisions.

An operator of a retirement village or any other person is prohibited from entering residential premises occupied by a resident of the village under a Unit contract for the purpose of recovering possession of the premises, unless this is authorised by a judgment, warrant or order of a court or the State Administrative Tribunal (SAT) (section 66).

An operator is also prohibited from commencing proceedings in a court for the recovery of possession of residential premises occupied by a resident of a village under a Unit contract (section 65).

These provisions ensure that the SAT has primary jurisdiction in relation to the termination of Unit contracts.

---

<sup>1</sup> Amounts paid to secure a right to occupy premises are called a premium under the RV Act. A premium does not include an amount paid on a recurrent basis such as an amount paid monthly for rent or village operating costs.

<sup>2</sup> Under the RV Act the operator of a village is referred to as the ‘administering body’

### **3. Termination initiated by a resident (sections 14 and 17)**

A resident can rescind a Unit contract within seven working days after entering into the contract (the cooling off period) as long as they have not moved into the residential premises (section 14). A longer period<sup>3</sup> applies where the resident was not given the pre-contractual disclosure documents required by section 13(1) (see section 14(1)(b) of the RV Act).

Other ways in which the resident can terminate the Unit contract (section 17) include:

- (a) if the resident dies; or
- (b) if the resident decides that they want to terminate the Unit contract. Some Unit contracts will include a process by which the resident informs the operator of an intention to terminate the Unit contract. Under the Retirement Villages Regulations 1992 (RV Regulations) a resident cannot be required to give more than 30 days notice of an intention to terminate the Unit contract. A Unit contract also cannot require a resident to do anything contrary to conditions set out under sections 57, 58, 59, 62 and 63 of the Act. These grounds are explained in paragraph 5. For example, a Unit contract that requires the resident to surrender the Agreement where the resident is unfit to care for themselves and to undergo medical examinations without consent is contrary to the requirements in section 58 of the RV Act.

### **4. Termination of a Unit contract by the State Administrative Tribunal**

The SAT may terminate a Unit contract on certain grounds specified in sections 57, 58, 59, 62 and 63 of the Act. These grounds are explained in paragraph 5.

Where the SAT makes an order terminating a Unit contract on any of these grounds, it also has the power to make additional orders including those relating to payment or refund of monies by the operator to the resident or by the resident to the operator.

If the SAT makes an order terminating a Unit contract it must also fix a date by which the residential premises are to be vacated by the resident. The SAT may also suspend the operation of an order fixing a date by when a resident must vacate residential premises, or refuse to make an order terminating a Unit contract (section 64).

A resident who does not vacate the premises by the set date may also be required to pay the operator compensation by order of the SAT.

---

<sup>3</sup> 17 workings days after the date on which the pre-contractual disclosure documents are given to the prospective resident



## **Grounds for termination by the SAT**

### **5. Dispute about transfer of resident to other accommodation in village – resident initiated (section 57)**

A resident of a retirement village may apply to the SAT for an order in respect to a dispute between the resident and the operator of the village as to whether the resident should be transferred from one Unit in the village to another.

Other dispute resolution procedures available to the resident under the Act or the Fair Trading (Retirement Villages Code) Regulations 2015 (RV Code) must have been exhausted before the resident can make an application.

For the purpose of determining an application, the SAT may, with the consent of the resident, request and have regard to various reports about the resident's physical or mental capacity. The SAT may make one or more of the following orders in respect to an application made under this section of the Act:

- (a) an order that restrains the operator from transferring the resident to another kind of accommodation within the village; or
- (b) an order that requires the resident to transfer or the operator to transfer the resident to another accommodation; or
- (c) an order terminating the Unit contract and setting a date by which the residential premises must be vacated by the resident.

In addition to the above orders, the SAT can make an order for the payment or refund of money:

- (a) by an operator to a resident; or
- (b) by a resident to an operator.

### **6. Medical grounds – operator initiated (section 58)**

The SAT may, on the application of the operator of a retirement village, make an order terminating the Unit contract of a resident where the SAT is satisfied that:

- (a) the residential premises occupied by the resident are unsuitable for occupation by the resident due to the resident's physical or mental incapacity; or
- (b) it is otherwise appropriate to terminate the contract having regard to the circumstances of the case.

For the purpose of determining such an application, the SAT may with the resident's consent request, and have regard to, various reports about the resident's physical or mental capacity. The SAT cannot order termination of a Unit contract under this section of the Act unless it is satisfied that the operator has given the resident (and followed any procedures specified in the RV Code or the Unit contract for giving) notice of intention to terminate the Unit contract and for termination of the contract.

To make an order terminating the Unit contract the SAT must also be of the opinion that the residential premises are unsuitable for the resident because of the resident's physical or mental incapacity or the circumstances of the case are such that it is otherwise appropriate to order that the Unit contract is terminated.

**7. Breach of Unit contract or rules – operator initiated (section 59)**

Where a resident of a retirement village has breached the Unit contract or the Unit rules of the village, the SAT may, on the application of the operator of the village, make an order terminating the Unit contract if the SAT is satisfied that in the circumstances of the case:

- (a) the breach is such as to justify termination of the contract; or
- (b) persistent breaches by the resident are such as to justify the termination of the contract; or
- (c) it is otherwise appropriate to terminate the contract.

The SAT will not order a termination of a Unit contract under this section of the Act if the operator has not given the resident the required notice of intention to terminate the Unit contract and for termination of the contract (as set out in any applicable code or Unit contract), unless the SAT thinks it is appropriate to do so in the special circumstances of the case (see 'notice requirements' below).

**8. Serious damage or injury caused by resident – operator initiated (section 62)**

On the application of the operator of a retirement village, the SAT may make an order terminating the Unit contract where satisfied that the resident has intentionally or recklessly caused or permitted, or is likely to intentionally or recklessly cause or permit:

- (a) serious damage to the residential premises; or
- (b) injury to the operator or an employee of the operator or to any other resident.

The Act does not require the operator to give the resident a notice of intention to terminate the contract before making this application.

In addition to making an order terminating a Unit contract, the SAT may make other such orders as it thinks fit (including compensation orders payable by the resident or the operator to the other party).

**9. Undue hardship to operator – operator initiated (section 63)**

On the application of the operator of a retirement village, the SAT may make an order terminating the Unit contract of a resident where the SAT is satisfied that the operator would, in the special circumstances of the case, suffer undue hardship if the contract were not terminated.

The Act does not require the operator to give the resident a notice of intention to terminate the contract before making this application.

In addition to making an order terminating a Unit contract, the SAT may make other such orders as it thinks fit (including an order that the operator pay compensation to the resident for the resident's loss of rights under the contract).

#### **10. Abandoned premises – operator initiated (section 68)**

On the application of the operator of a retirement village the SAT may make an order that declares the residential premises occupied by a resident were abandoned by the resident on the day specified by SAT and the resident will be taken to have abandoned the premises on that day.

The operator is then entitled to be compensated by the resident for any loss caused by the abandonment. The operator does however have an obligation to mitigate any loss caused by the abandonment and is not entitled to compensation for losses that could have been avoided by the operator taking steps to mitigate the loss. The mechanism by which the operator is compensated is by an application to SAT for an order that the resident pay the operator such compensation as the SAT thinks fit.

#### **11. Notice requirements**

##### **(a) Notice to be given by resident**

A Unit contract cannot include a provision that requires the resident to give more than 30 days notice of the resident's intention to terminate the contract.

*(Retirement Villages Regulations 1992 (reg. 7J(2)(b))*

##### **(b) Notice to be given by operator**

For the purpose of an application to terminate a Unit contract under the following sections of the Act:

- (i) section 58 (termination of occupation on medical grounds); or under
- (ii) section 59 (termination of occupation on grounds of breach of Unit contract or rules).

The operator of a retirement village must give a resident at least 10 working days written notice of its intention to apply to the SAT for an order to terminate the contract.

The notice must:

- (i) if the termination is sought under section 58 - specify the reasons why the residential premises occupied by the resident are unsuitable for occupation by them;

- (ii) if the termination is sought under section 59 - specify the relevant breach and give the resident a reasonable and specified time to rectify a breach that may be rectified;
- (iii) clearly state that the Unit contract cannot be terminated without an order by the SAT; and
- (iv) advise the resident of their right to occupy the residential premises until any date of termination fixed by the SAT.

***(Fair Trading (Retirement Villages Code) Regulations 2015, cl.34(1))***

**SCHEDULE 8 – Amenities and Services**

**Part A – Matters Relating to Personal Amenities**

Item	Provision or Matter Relating to Personal Amenity
1.	<p>(a) A list of Personal Amenities that will be provided or made available for your exclusive use are as follows:</p> <p>(i) None at this time.</p> <p>(b) A list of the Personal Amenities available in the Village that may be made available as a Personal Amenity for your exclusive use and the conditions on which those Personal Amenities will be made available to you are as follows:</p> <p>(i) None.</p>
2.	<p>(a) The charges that apply to your access to, or use of each Personal Amenity are:</p> <p>(i) Not applicable.</p> <p>(b) The basis for determination of the current charges for providing or making each Personal Amenity available is:</p> <p>(i) Not applicable.</p> <p>(c) The basis for determination of future additional charges for providing or making available each Personal Amenity is:</p> <p>(i) Not applicable.</p>
3.	<p>(a) The period of notice that you must give us to vary the provision or availability of a Personal Amenity is as follows:</p> <p>(i) See Item 5.</p>
4.	<p>We will not, without your consent, vary the provision or availability of a Personal Amenity.</p>
5.	<p>We must provide you with at least 30 days notice of our intention to withdraw a Personal Amenity.</p>
6.	<p>(a) If a Personal Amenity to be provide or made available after you have entered into occupation of the Unit:</p>

	<p>Yes/No (circle correct response)</p> <p>(b) If yes, the Personal Amenity is specified in item 1.</p> <p>(c) The specified Personal Amenity will be provided on the happening of the following events:</p>
--	--

**Part B – Matters Relating to Communal Amenities**

Item	Provision or Matter Relating to Communal Amenity
7.	<p>A list of Communal Amenities that are part of, or will be part of, the Village is as follows:</p> <p>(i) Club house.</p>
8.	<p>(a) Is a Communal Amenity to be provided or made available after you have entered into occupation of the Unit?</p> <p>(i) Yes.</p> <p>(b) If yes, the specified Communal Amenity is described in Item 1.</p>
9.	The Communal Amenity described in Item 1 is shown on the plan attached to this Occupancy Agreement.
10.	The Association will not vary the provision or availability of any Communal Amenity unless the Village residents, by a special resolution, consent to the variation.

**Part C – Matters Relating to Personal Services**

Item	Provisions or Matter relating to Personal Service
1.	<p>(a) A list of each Personal Service that will be provided or made available to you for your use is as follows:</p> <p>(i) Some meals are available from the Manoah House</p> <p>(ii) Other services provided or made available in future that would otherwise fall within the definition of a 'Personal Service' is likely to be made the subject of a service contract that is separate from this Deed.</p> <p>(b) A list of services we provide or make available in the Village that may be made available as a Personal Service for your use and the</p>

	<p>conditions on which those Personal Services would be made available to you are as follows:</p> <p>(i) See above.</p>
2.	<p>(a) The charges that apply to your access to, or use of each Personal Service are:</p> <p>(i) If you choose to access Personal Services it will be on a user pays basis.</p> <p>(b) The basis for determination of the current charges of providing or making each Personal Service available is:</p> <p>(i) Currently \$8.00 this will be subject to variation at the Boards discretion.</p> <p>(c) The basis of determination of future additional charges of providing or making available each Personal Service is:</p> <p>(i) At the Board's discretion.</p> <p>(d) The additional charges that may be payable by you for a variation in the provision or availability of a Personal Service are:</p> <p>(i) As notified by the board from time to time.</p>
3.	<p>(a) We must provide you with at least 30 days notice of our intention to vary or withdraw a Personal Service.</p> <p>(b) Will any Personal Service be varied or withdrawn? Yes/No (circle correct answer).</p> <p>(c) If yes, the specified Personal Service is:</p> <p>(i) Not applicable.</p> <p>(d) The specified Personal Service may be varied or withdrawn by us on the following circumstances (which must be reasonable having regard to the nature of the Personal Services and the circumstances in which it is provided or made available):</p> <p>(i) If the personal service can no longer be provided by a third party.</p>
4.	<p>(a) The period of notice you must give us to vary the provision of a Personal Service is:</p> <p>(i) The period of notice set out in Item 3.</p>

5.	<p>We will not vary the provision of any Personal Service unless:</p> <p>(a) The variation is in the circumstances set out in accordance with item 3 and after the period of notice provided for in that item has ended; or</p> <p>(b) You have consented to the variation.</p>
6.	<p>You will not be liable to pay for any Personal Service that you do not use, if:</p> <p>(a) the Deed has been terminated; or</p> <p>(b) you have permanently vacated the Premises; or</p> <p>(c) you have temporarily ceased to reside in the Premises.</p>
7.	<p>We refer you to Note 1 in the Notes Section.</p>

**Part D – Matters Relating to Communal Services**

Item	Provision or Matter Relating to Communal Service
1.	<p>The description of each Communal Service that is or is to be provided or made available to you is as follows:</p> <p><b>Emergency Assistance</b></p> <p><b>Important Information</b> – this Part sets out how the Emergency Medical Alert System works. There is no medical help on site at the Village.</p> <p><b>Our Supply of Emergency Medical Alert System</b></p> <p>The Emergency Medical Alert System is supplied as part of Our Fixtures and Fittings in accordance with the Deed.</p> <p><b>Your Use of the Emergency Call System</b></p> <p>You must use the Emergency Medical Alert System only in the case genuine emergency and operate all equipment and appliances provided by us in relation to the Emergency Medical Alert System, accordance with manufacturer’s recommendations, and not damage or use them improperly and immediately report to us any damage or defect in them.</p>
2.	<p>Is the Communal Service to be provided or made available after you have entered into occupation of the Unit:</p> <p>Yes.</p>
3.	<p>We will not vary the availability of any Communal Service, including by</p>





providing a new Communal Service, unless the Village residents, by a special resolution, consent to the variation.

**Execution page**

---

**EXECUTED** as an agreement

Signed on behalf of the **Association for Christian Senior Citizens' Homes (WA) Inc**

\_\_\_\_\_  
Signature of authorised person:

\_\_\_\_\_  
Signature of authorised person:

\_\_\_\_\_  
Name of authorised person:

\_\_\_\_\_  
Name of authorised person:

\_\_\_\_\_  
Office held: Chairman

\_\_\_\_\_  
Office held: Secretary

**RESIDENT 1**

**Prior to signing this contract you are strongly advised to obtain independent legal and financial advice about your rights and duties under this contract.**

Signed by \_\_\_\_\_ in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Witness Full Name

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Occupation

**RESIDENT 2**

**Prior to signing this contract you are strongly advised to obtain independent legal and financial advice about your rights and duties under this contract.**

Signed by \_\_\_\_\_ in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Witness Full Name

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Occupation