



Residence Contract

Hollywood Village

FOR SENIOR CITIZENS'

31 Williams Road, Nedlands, Western Australia 6009.

RETIREMENT VILLAGES ACT 1992

FORM 2

NOTICE UNDER SECTION 13 AND 14 OF THE RETIREMENT VILLAGES ACT 1992



The rights conferred by sections 13 and 14 of The Retirement Villages Act 1992 are...

The owner should be notified at least 3 working days before you enter into a residence contract...

UNDER SECTION 13

- (a) a residence contract shall be in writing;
- (b) at least 3 working days before the person enters a residence contract the owner shall give that person...
- (c) the information statement shall be in form 1 in duplicate and the duplicate copies shall be given to the prospective resident and signed by the owner...
- (d) This form of...
- (e) copies of the residence rules...

Residence Contract

A residence contract is taken to include the information statement if the contract contains the information contained in the information statement.

- (a) is subject to any written conditions added to the information statement by the owner with the consent of the prospective resident or residents before signing of the residence contract by the owner;
- (b) prevails over any inconsistent contract terms.

UNDER SECTION 14

If the person has not entered into occupation of a residential premises under a residence contract that person may rescind the residence contract:

- (a) at any time within 3 working days after the date of contract;
- (b) if the prospective resident is to be provided with a written statement of the residence rules and the prospective resident is provided with a copy of the residence rules.

Hollywood Village

FOR SENIOR CITIZENS'

31 Williams Road, Nedlands, Western Australia 6009.

RETIREMENT VILLAGES ACT 1992

FORM 2

NOTICE OF RIGHTS UNDER SECTION 13 and 14 OF THE RETIREMENT VILLAGES ACT 1992

The rights you have under 13 and 14 of The Retirement Villages Act 1992 are set out below.

The owner should give you this form at least 5 working days before you enter into a residence contract.

UNDER SECTION 13

1. a residence contract shall be in writing;
- 2 at least 5 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 in Schedule 1 to the Retirement Villages Regulations 1992 completed and signed by the owner;
 - (b) This notice;
 - (c) a copy of the residence rules;
 - (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

If the person has not entered into occupation of a residential premises under a residence contract that person may rescind the residence contract;

- (a) at any time within 5 working days after the date of contract; or
- (b) if the documents required to be provided under Section 13 (2) are not provided - at any time before the expiration of 10 working days after the documents are provided.

a rescission of a residence contract must be carried out in accordance with Section 75 of the Retirement Villages Act 1992.

RETIREMENT VILLAGES ACT 1992

SECTION 13 (2)

FORM 1

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 Five (5) working days before that person entered into a residence contract

EACH OF THE FOLLOWING QUESTIONS IS TO BE ANSWERED IN WRITING BY THE OWNER BELOW EACH QUESTION.

1. What costs will be payable to enter the retirement village?

ANSWER:- Costs as detailed in the Finance statement, the First (1) Schedule of this Residence Contract.

2. What periodic charges or fees will be payable and what method is used to determine these fees? What are the components of the maintenance fee?.

ANSWER;- The Standard Weekly Fee (S.W.F.) and the method of calculation as detailed in the First (1) Schedule Paragraph 9. Maintenance and the components as detailed in the Fifth (5) Schedule Paragraph 5.

3. What services will be provided for the fee payable?

ANSWER:- Services as detailed in the Fifth (5) Schedule Paragraph 5.

4. What additional or optional services are provided and at what cost?

Answer:- Services and costs as detailed in the Fifth (5) Schedule Paragraph 5.7 and Paragraph 12.

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

ANSWER:- Alternative accommodation and the costs as detailed in the Fifth (5) Schedule Paragraph 6.

6. In what circumstances would the prospective resident be required to move to alternative accommodation within the village or be transferred or relocated?

ANSWER:-- Circumstances as detailed in the Fifth (5) Schedule Paragraph 6.

7. What is the refund entitlement if the Residence Contract is terminated? (include any fees or commissions charged by the administering body on the termination of the contract and detail the method used to make the determination).

ANSWER:- Entitlements as detailed in the First (1)

Schedule Paragraphs 6,7, & 8 and in association with the Fifth (5) Schedule Paragraph 3.

NOTE:- 'Cooling Off' provisions are detailed on Page 2 Paragraph 3 of this Contract.

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

ANSWER:- Yes.

9. Will the prospective resident have to provide documentation of his/her medical conditions? If so, who will have access to it?

ANSWER:- Yes - Those responsible for personal care.

10. What restrictions are there on the resident in the use of his/her accommodation unit in the village facilities in regard to:-

ANSWER:-

- | | |
|--|------------------------|
| (a) Having someone else to live with him/her? | Not permitted |
| (b) Having visitors, including short stay guests?
(refer the Third (3) Schedule Paragraph 15) | permitted |
| (c) Car parking?
(refer the Fifth (5) Schedule Paragraph 13. | permitted |
| (d) Pets? | Only small caged birds |

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

ANSWER:- Transperth bus route encircles The Village - bus terminus in Karella Street - destination Perth via the Subiaco shopping district.

12. If the accommodation unit is still under construction, can the prospective resident have an input into the design, construction or furnishings of his/her unit?

ANSWER:- Not under construction.

13. Under what conditions can a Residence Contract be terminated, and at what cost? (The conditions must include the procedures to be followed under the Retirement Village Act 1992.)

ANSWER:- Yes - But only as detailed in the Fifth (5) Schedule Paragraph 7.

14. What arrangements exist for residents to have an input into management of the village, including the making of the village rules and the setting of fees?

ANSWER:- Arrangements as detailed in the Fifth (5) Schedule Paragraph 9.

15. What protection does a resident have against the loss of rights, including accommodation rights if the village is sold to another Organisation?

ANSWER:- The Salvation Army is not likely to sell the facility, because of the Government funding involved - refer the Fifth (5) Schedule Paragraph 10. All the financial rights of a resident are guaranteed by The Salvation Army (Western Australia) Property Trust.

16. Can the prospective resident be liable for any additional or extraordinary charges, if so under what circumstances?

ANSWER:- The only additional charges to the Standard Weekly Fee (S.W.F.) as detailed in the First (1) Schedule Paragraph 9, and the monthly account for the usage of electricity and telephone.

NOTE:- The annual fee adjustment as detailed.

17. Are there any restrictions on the sale of an accommodation unit (e.g. sole agency)? What happens if there is a dispute over the sale price)?

ANSWER:- Yes - The unit is not purchased as detailed in the Fifth (5) Schedule Paragraph 2. Only a donation and Interest Free Loan contract.

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

ANSWER:- The Village has been in operation for the past 27 years, under constant experienced management- Accountancy Degree and Management Diplomas.

19. What are the rights of a resident to compensation for capital improvements made to the accommodation unit at the resident's expense?

ANSWER:- None. All fixtures remain the property of The Salvation Army as detailed in the Third (3) Schedule Paragraph 12.

20. What entitlement does a resident have to a refund of deposit monies if a village, planned or under construction is not completed?

ANSWER:- Full refund. All financial entitlements of a resident are guaranteed by The Salvation Army (Western Australia) Property Trust.

21. What percentage did the maintenance fee increase during the previous financial year?

ANSWER:- Approximately 2% - in line with the annual CPI.

22. What provision is there for a sinking fund for major maintenance and replacement?

ANSWER:- A mandatory principal issue by The Salvation Army requires each facility to set aside in a central fund a stated amount for such purposes.

23. Is there a service contract already in existence which will bind the resident? How can the service be varied or cancelled?

ANSWER:- There is no contract other than electricity and telephone, together with the Standard Weekly Fee (S.W.F.) - as the answer given to Question 16.

24. What are the arrangements and fees for any insurance cover?

ANSWER:- All Village property is fully covered, but all personal items will need resident's attention. (Refer the Fifth (5) Schedule Paragraph 12.5).

25. Is there an emergency system?

If so, when is it monitored?

How much does it cost?

Who is responsibly for responding to the calls?

If hospitalisation is required, where will the person normally be taken?

ANSWER:-

Yes.

24 hour / 7 day

Nil cost

Personal Care and medical personnel

As directed by medical personnel

26. If hospitalisation or nursing home care is required, how long will the prospective resident's accommodation unit be kept in the name of the resident?

ANSWER:- The accommodation unit will be kept until it has been established the resident is unable to return to his/her unit and the due process as detailed in the Fifth (5) Schedule Paragraph 6.2 has been completed, only then will consideration of alternative accommodation be made.

NOTE:- Paragraph 5.4. must be observed.

27. In the event that hospitalisation or nursing home care is required, what on-going costs would the prospective resident incur with his/her existing unit?

ANSWER:- The resident is required to maintain the fees as detailed in the First (1) Schedule Paragraph 9, and the Fifth (5) schedule Paragraph 5.4.

ASSURANCE

A copy of the RESIDENCE RULES are detailed in the Third (3) Schedule of this Residence Contract.

The COOLING OFF conditions, a requirement of the Retirement Village Act 1992, are detailed on the Page 2 of this Residence Contract Paragraph 3, together with details contained in Form 2, which is the first page of this Contract.

The complete documentation for your assistance includes a copy of the 'CODE OF FAIR PRACTICE FOR RETIREMENT VILLAGES 1993', be sure you have received your copy from this facility.

On behalf of The Salvation Army Hollywood Senior Citizens' Village, I HEREBY DECLARE the details contained in this Residence Contract and this Declaration in particular, are true and correct in all details.



A.G. Cicci
DIRECTOR OF ADMINISTRATION



William Booth
Founder

Hollywood Senior Citizens Village

31 Williams Road, Nedlands, Western Australia 6009
Telephone: 380 5211 Facsimile: 380 5743

RESIDENCE CONTRACT

THIS CONTRACT made the day and year stated in the First (1) Schedule Paragraph 1 is between The Salvation Army Hollywood Senior Citizens' Village hereafter called The Village and The Resident also stated in the First (1) Schedule Paragraph 4.

WHEREAS the Resident has requested The Salvation Army to permit him/her during his/her life time to reside at The Village so stated in the First (1) Schedule which The Salvation Army has agreed to do subject to the terms and conditions of this Contract it is hereby agreed by and between the said parties.

1. PARLIAMENTARY ACTS RELEVANT TO THIS CONTRACT

1.1 Aged or Disabled Persons Homes Acts 1954 and 1984.

This Contract is entered into pursuant to the provisions of the Aged or Disabled Persons Homes Acts 1954 and 1984 as amended from time to time.

1.2 Fair Trading Act (WA) 1987.

This Contract also acknowledges the provisions of the Fair Trading Act 1987 where applicable to residence contracts concerning retirement villages as amended from time to time.

1.3 Retirement Villages Act (WA) 1992.

This Contract also acknowledges the provisions within the Retirement Villages Act (WA) 1992 as amended from time to time.

1.4 Code of Fair Practice For Retirement Villages 1993

This Contract also acknowledges the regulations which are contained in the 'Code of Fair Practice'.

2. RESIDENCE CONTRACT DOCUMENTS.

- 2.1 The Finance Details - as set out in the First (1) Schedule
- 2.2 The Charter - Residents Rights and Responsibilities as set out in the Second (2) Schedule.
- 2.3 Rules and Regulations - as set out in the Third (3) Schedule.
- 2.4 Hollywood Village - Philosophy, Goals, and Objectives as set out in the Fourth Schedule.
- 2.5 Disclosure Statement - known as the Fifth (5) Schedule.
- 2.6 Questions and Answers - known as Schedules 'A' and 'B'
 - (i) A checklist together with answers known as Schedule 'A' is incorporated in the Information Statement in Form 1 on pages ii to vi in the front of this Residence Contract.
 - (ii) A Checklist known as Schedule 'B' for prospective residents is found in the 'Code Book' pages 20 - 23.

3. COOLING OFF PERIOD.

During the 'cooling off' period (5 working days) a prospective resident may give written notice to The Superintendent should he/she wish to withdraw from this contract with full refund entitlement within Fourteen (14) days. Once in residence this right is waived.

I acknowledge that I have been given the opportunity to take a copy of the contract away and obtain independent advice.

IN WITNESS whereof the parties hereto have executed this Contract on the day and year stated in the First (1) Schedule Paragraph 1.

Signed by the RESIDENT:-

In the presence of;-

Signed by the duly authorised representative of THE SALVATION ARMY, for and on behalf of The Salvation Army

In the presence of:-

FINANCE
FIRST (1) SCHEDULE

1. **Date:-**
2. **The Salvation Army Hollywood Senior Citizens' Village**
3. **31 Williams Road, NEDLANDS W.A. 6009.**
4. **Resident Name/s:-**
 Address:- Unit No. *266* / 31 Williams Road, NEDLANDS
 W.A. 6009
6. **Residence Interest Free Loan (Refundable):-** \$ *NIL*
7. **Entry Contribution (Refundable):-** \$ *NIL*
8. **Amortised Donation:-** \$ *NIL*
 (a) The Donation is amortised over 5 years.
 (b) Equalising 10 equal donations of \$ *NIL.*
 one (1) for each six (6) months
 from the date of allocation.
9. **Standard Weekly Fee (S.W.F.)** \$ *53-55 } 73-55.*
SUPPLEMENTARY *20-00*
 (a) The weekly fee is adjusted annually.
 (b) Method of calculation is expressed as a percentum of
 the full Age Pension plus the maximum Supplementary
 Assistance (rent allowance) payable by The Department
 of Social Security for maintenance (rent) paid.
 (c) Increases to the S.W.F. generally follows the C.P.I.
 and/or the pension increases - such increases are
 limited to the maximum percentum listed below, unless
 a greater amount is approved at a specially convened
 meeting of residents to discuss the special problem.
 (d) **Crossleigh, Wyvern and the Cottages:-**
 Single Unit:- 29% Double Unit:- 29%
 (e) **Centennial Close:-**
 1 Bedroom Unit:- 29% 2 Bedroom Unit:- 29%
 (1 person only):- 32%
10. **Agreed Date of Allocation:-** *1/ 11/ 97.*
11. **Resident Signature:-**
- Resident Signature:-**

CHARTER

RESIDENTS RIGHTS and RESPONSIBILITIES

SECOND (2) SCHEDULE

PREAMBLE

Every person has the right to freedom and respect and the right to be fairly treated by others. A person's rights do not diminish where ever he/she may reside within Hollywood Village, regardless of his/her physical or mental frailty or ability to exercise or fully appreciate his/her rights.

A positive, supportive and caring attitude by family, friends and Village Administration and staff, carers and the community will help people in The Village to continue as integral, respected and valued members of society.

Australian society has a strong commitment to social justice principles. Those principles recognise the aspirations of all Australians to a dignified and secure way of life with equal access to health care, housing and education, and equal rights to civil, legal and consumer matters, they form the basis of a society which is free from prejudice and is caring just and humane.

This Charter affirms those social justice principles.

The personal, civil, legal and consumer rights of each resident are not diminished in any way when he/she requires more intensive care.

The Charter also recognises that residents of this Village have a responsibility to ensure that the exercising of their rights does not affect other's individual rights, including those providing care. The Charter recognises that residents have specific rights and responsibilities which balance the needs of the individual against the needs of The Village as a whole.

EACH RESIDENT OF THIS VILLAGE HAS A RIGHT:-

- * to quality care which is appropriate to his/her needs.
- * to full information about his/her own state of health and about available treatments.
- * to live without discrimination or victimisation. The resident is not obliged to feel grateful to those providing his/her accommodation.
- * to personal privacy.
- * to live in a safe, secure and homelike environment, and to move freely both within and outside The Village without undue restriction.

- * to be treated and accepted as an individual.
Each resident's individual preferences are to be taken into account and treated with respect.
- * to continue his/her cultural and religious practices and to retain the native language of his/her choice, without discrimination.
- * to elect and maintain social and personal relationships with any other person without fear, criticism or restriction.
- * to freedom of speech.
- * to maintain his/her personal independence, which includes recognition of personal responsibility for his/her own actions and choices. Some actions may involve an element of risk which the resident has the right to accept, and which should then not be used to prevent or restrict those actions.
- * to maintain control over, and to continue making decisions about, the personal aspects of his/her daily life, his/her financial affairs and his/her possessions.
- * to be involved in the activities, associations and friendships of his/her choice, both within and outside The Village.
- * to have access to services and activities which are available generally in the community.
- * to be consulted on, and choose to have an input into decisions about the living arrangements of The Village.
- * to have access to information about his/her rights, care accommodation, and any other information which relates to him/her personally.
- * to complain and to take action to resolve disputes.
- * to have access to advocates and other avenues of redress. Reprisal in any form shall not be made against any resident who takes action to enforce his/her rights.

EACH RESIDENT OF THIS VILLAGE HAS THE RESPONSIBILITY:-

- * to respect the rights and needs of other people within The Village, and to respect the needs of The Village community as a whole.
- * to respect the rights of the staff and Management to work in an environment which is free from harassment.
- * for his/her own health and well-being, as far as he/she is capable.
- * to inform his/her medical practitioner, as far as he/she is able, about his/her relevant medical history and his/her current state of health.

RULES and REGULATIONS

THIRD (3) SCHEDULE

1. If two (2) persons apply for accommodation in a share or married couple's unit, the Residence Interest Free Loan as arranged between the parties so detailed in the First (1) Schedule Paragraph 6, shall be made as Joint Tenants.
2. Payment of all fees as detailed in the First (1) Schedule Paragraph 9 together with any charges at least fortnightly in advance.
3. In the event of a resident needing temporary Nursing Home, Hostel or Hospital care, the fees and charges, as detailed in the First (1) Schedule Paragraph 9 must be maintained.
4. The use by all residents of all rooms (other than personal units) and buildings and the premises generally, and amenities, facilities and common areas.
5. to live and behave in such a manner as to maintain peace and harmony within The Village.
6. Smoking and consumption of drugs and/or alcohol and gambling are allowed in the confines of a resident's own unit, but in consideration for the rights of others, not permitted in areas for common use within other parts of the building or buildings.
7. No pets will be allowed other than small caged birds.
8. To permit entry to the allocated unit of Hollywood Village staff as detailed in the Fifth (5) Schedule Paragraph 4.
9. To keep the premises clean and tenantable.
10. Not to use the premises for any purpose other than for residence.
11. Not to sublet, change or mortgage any part of the unit or premises.
12. Make no alteration and/or additions to the premises whatsoever without written consent of the Superintendent and the approved alteration will remain as part of the premises without compensation.

13. The payment by the resident to make good any unauthorised alteration or damage made to premises.
14. Not to do or knowingly allow to be done anything whereby any policy of insurance should be invalidated.
15. Not to permit residential guests to remain in the premises without the permission of the Superintendent, such stay to be limited to a maximum of 4 weeks, unless special approval is obtained.
16. It is acknowledged that NO consideration will be made for a change of units in the 'self care' units other than the requirement of Paragraph 17 of this Schedule.
17. In the event of one (1) of the two (2) residents ceasing to occupy a shared or double unit in Crossleigh, Wyvern, or the Cottages, the remaining resident is required under the conditions of the Commonwealth 'building grant' to move, validated by the Tribunal, to a single unit as soon as one becomes available.
18. Should the health of a resident deteriorate, The Salvation Army may serve on the resident a written Fourteen (14) day notice declaring the intent of Management to apply on medical grounds to the Assessment Authority, and in turn The Tribunal, to validate an Order for alternative accommodation within The Village or temporary arrangements should accommodation not be available at that time.
19. To have at all times a validly executed Will and for Management to know of it's whereabouts together with the name and address of the Executor.
20. To advise Management of the name and address of the Next of Kin.

SPECIAL NOTE

1. In the event of a conflict between the terms of the Residence Contract and The Village Rules and Regulations, the terms of this Contract shall prevail.
2. In the event of a dispute, the procedures for it's resolution are detailed in the Fifth (5) Schedule Paragraph 8.

DISCLOSURE STATEMENT

FOURTH (4) SCHEDULE

PHILOSOPHY

That every retired person should have the opportunity, with due regard to their health and physical abilities, to choose their own preferred style of accommodation, and that they should have equal access to the care and support that they might need. Also, that the support facilities will provide a quality to their lives within an atmosphere of peace and security, permitting them to live creatively, and wherever possible, independently.

That we provide a substitute home for the aged, whereby they can maintain their independence and human dignity while having the benefit of security of tenure and a peace of mind in knowing that medical care, qualified staff and Christian empathy are constantly available whenever needed.

GOAL

To work as a team to provide quality care for all residents.

OBJECTIVES

To provide a high standard of alternative accommodation for retired persons, with supportive help and encouragement, trying at all times to do so with loving care in an atmosphere of peace, security and happiness.

To aim to create an environment of comprehensive personalised care, giving respect for the person's own beliefs, values, integrity and privacy.

DISCLOSURE STATEMENT

FIFTH (5) SCHEDULE

The Hollywood Village consists of 4 levels of care:- Self Care, Frail Aged Hostels, Nursing Home, and a Hostel provision for those who suffer from Altered Mental State.(Alzheimers Disease)

It is important for residents entering The Village for 'self care' accommodation, to be able to attend to their own day to day needs. When this becomes increasingly difficult to maintain an 'assessment of need' will be necessary to assure an optimum quality of life. This assessment will demonstrate the level of need, and how best assistance can be deployed to meet those needs.

Often this help can be given to a resident whilst still residing in their self care unit, the resident 'purchasing or paying ', where necessary, for the services required and given.

Alternately, the assessment may demonstrate a need far greater than that can be dispensed at their unit, therefore, options will be discussed for alternative accommodation within The Village structure.

You should be aware that due to current Commonwealth policy guidelines on Hostels and Nursing Homes admission it is impossible for older people to be guaranteed admission to a Hostel or a Nursing Home.

1. This statement has been prepared pursuant to the provision of the following Acts of Parliament as amended from time to time.

1.1 Commonwealth Aged or Disabled Persons Homes Act 1954 and 1984.

1.2 Fair Trading Act (W.A.) 1987.

1.3 Retirement Villages Act (W.A.) 1992.

1.4 Code of Fair Practice for Retirement Villages 1993.

2. TYPE OF CONTRACT.

Contributions as arranged between the said parties so named in the First (1) Schedule constitute only a Donation and an Interest Free Loan, therefore no title nor any encumbrance to a title can be claimed.

NOTE:- All refunds are guaranteed by The Salvation Army (Western Australia) Property Trust.

3. ENTRY CONTRIBUTION and REFUND ARRANGEMENTS.

IMPORTANT NOTICE

3.1 **This contract does not provide a full refund within the first (6) months.**

3.2 The entry contribution payable by a resident on entering The Village, shall be determined as set out in the First (1) Schedule Paragraphs 6, 7, and 8.

3.3 In the event of a resident permanently leaving The Village or being permanently transferred to the Nursing Home he/she is entitled to a refund of all entitlements as set out in the First (1) Schedule Paragraphs 7 and 8 under the following conditions:-

Within 45 days of expiration of the period of notice to terminate the Residence Contract.

or

Within 7 days of a succeeding resident taking occupancy, whichever comes first.

3.4 In the event of the remaining resident permanently leaving Centennial Close for whatsoever reason, he/she is entitled to the refund of the Residence Interest Free Loan as set out in the First (1) Schedule Paragraph 6 under the following conditions:-

Within 45 days of the expiration of the period of notice to terminate the Residence Contract.

or

Within 7 days of a succeeding resident taking occupancy, whichever comes first.

Plus

The entitlement due from Paragraph 3.3 of this Schedule.

3.5 In the event of a resident who leaves The Village permanently or dies after being allocated a unit longer than 3 months:-

(A) for all entry contributions of \$13,000.00 or less as detailed in the First (1) Schedule Paragraphs 7 and 8 The Village may retain up to a maximum of \$6,500.00 as detailed in the First (1) Schedule Paragraph 8 and amortised as shown.

(B) for all entry contributions greater than \$13,000.00 as detailed in the First (1) Schedule Paragraphs 7 and 8, The Village may retain up to a maximum of \$13,000.00 or five (5) percent each six (6) months of the original contributions (whichever is less) as detailed in the First (1) Schedule Paragraph 8 and amortised as shown.

3.6 All enquiries for entry to Hollywood Village are welcome, whether a person has sufficient funds or not.

4. PRIVACY.

4.1 The Salvation Army shall give the resident as much privacy as possible with the recognition of the unit as the resident's personal 'space' which may not be entered without his/her permission except under such circumstances as follows:-

(1) Sickness.

(2) Maintenance procedures.

(3) Should the unit become offensive to other residents.

4.2 Autonomy of Personal and Financial Affairs.

(1) It is the desire of the Management of Hollywood Village for all residents to have autonomy over their own affairs.

(2) Should the resident voluntarily wish Management or others in any way to assist, it is acknowledged that it is his/her right to that choice.

(3) A resident has the 'right of access' upon request to his/her personal records held by Management.

5. PAYMENT FOR ACCOMMODATION and SERVICES.

- 5.1 The resident shall pay for his/her accommodation in The Village the Standard Weekly Fee (S.W.F.) as determined by The Salvation Army from time to time in accordance with the details contained in the First (1) Schedule Paragraph 9.
- 5.2 Payment of the Fee referred to in Paragraph 5.1 of this Schedule shall be made at least fortnightly in advance from the date as detailed in the First (1) Schedule Paragraph 10 until **either** the date given by written notice as required and detailed in Paragraph 7.3 of this Schedule **or** the date upon which the unit is finally vacated by the resident and his/her possessions whichever is the latter.
- 5.3. Payment of fees as detailed in Paragraph 5.2 of this Schedule shall be paid into The Village Fees Account with the attending bank at The Village together with the monthly account for personal electricity and telephone usage etc.
- 5.4 In the event of a resident who requires temporary Hostel, Nursing Home or Hospital care, the Standard Weekly Fee (S.W.F) for his/her allocated unit as detailed in the First (1) Schedule Paragraph 9 must be maintained.
- 5.5 Payment of the Standard Weekly Fee (S.W.F.) for the allocated unit also includes the following services and amenities:-
- (1) Private numbered telephone connected through a PABX system - charge for outgoing calls only.
 - (2) Supply and launder of one (1) sheet per bed each week
 - (3) Use of laundry for personal laundering.
 - (4) Daily Supervisor attention.
 - (5) 24 hour emergency provisions.
 - (6) Maintenance of all Village property, and replacement of same when and where necessary.
 - (7) Use of all amenities, which include a heated swimming pool and spa.
Note:- The Bowling Club has it's own membership fee.
 - (8) Locker box (Centennial Close - Locker Shed)
 - (9) Paramedic Services - See Paragraph 5.7
 - (10) Hot water supplied -(Crossleigh, Wyvern & Cottages)

5.6 Units have as standard Fixtures:-

- (1) Refrigerator/Freezer
- (2) Electric Stove
- (3) Kitchen Vinyl Floor Covering
- (4) Holland Blinds
- ~~(5) Washing Machine (Cottages & Centennial Close)~~
- (6) Clothes Dryer (Cottages & Centennial Close)
- (7) Hot Water System (Cottages & Centennial Close)
- (8) Reverse Cycle Airconditioning (Centennial Close)
- (9) Exhaust Hood to Stove (Centennial Close)
- (10) Private Numbered Telephone (see Paragraph 5.5 (1))

5.9 The 'Day Centre' Complex

This complex, situated on the Monash Avenue boundary of the property, has been designed for the interaction of the entire residency of The Village, together with day visitors.

The complex has for convenience and pleasure a:-

- (1) Village Supermarket
- (2) Coffee Shop - Sandwich Bar - Light Meals
- (3) Chemist Shop
- (4) Hairdresser - Both Ladies & Gentlemen
- (5) Doctors Rooms

The foregoing amenities are itemised in Paragraph 12 of this schedule, as Additional Services.

The following services are available at a nominal fee:-

- (1) Physiotherapy
- (2) Podiatry (Chiropody)
- (3) Occupational Activities
- (4) Nursing sister medical services (dressings etc.)

6. ALTERNATIVE ACCOMMODATION

6.1 If the accommodation within The Village shall become unfit for habitation or use then although The Salvation Army will make every reasonable effort to find alternative accommodation for the resident The Salvation Army shall be under no obligation to provide alternative accommodation for the resident.

6.2 Should the health of the resident deteriorate The Salvation Army may serve on the resident a written Fourteen (14) day notice declaring the intent of Management to apply on medical grounds to the Assessment Authority, and in turn The Tribunal to validate an Order for alternative accommodation within The Village enabling more suitable care to be given.

It is always the intent of Management to mutually agree upon the right decision for the resident after dialogue between the resident, his/her doctor, the members of the resident's family and Management.

In the event that mutual agreement is not reached between the parties a dispute will deemed to exist therefore the Disputes Resolution Mechanisms as detailed in Paragraph 8 of this Schedule and in accordance with the Retirement Villages Act 1992 are required to be followed.

6.3 In the event of one (1) of the two (2) residents ceasing to occupy a shared or double unit in Crossleigh, Wyvern or the Cottages, the remaining resident is required under the conditions of the Commonwealth 'building grant', to move to a single unit as soon as one becomes available.

6.4 In the event of a resident transferring to alternative accommodation the weekly fee equates to a percentum of the full Aged Pension plus Supplementary Assistance (rent assistance). The following fees are recommended and set by Legislation.

Hostel	85%	Nursing Home	87 1.2%
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6.5 In the event of a resident being transferred to a Hostel or the Village Nursing Home and has an immediate refund entitlement, should he/she choose it is acknowledge the fees payable for his/her future care may be deferred until the receipt of his/her entitlement, from which all outstanding charges will be deducted.

7. TERMINATION OF AN AGREEMENT

- 7.1 Once in residence, and in accordance with the Retirement Villages Act (WA) 1992, and the Regulations as outlined in The Code of Fair Practice 1993, a Residence Contract cannot be terminated by Management until an 'Order of Termination' is issued by The Tribunal stating the date on which the resident must vacate the unit outlined in the First (1) Schedule Paragraph 5.
- 7.2 The resident has the right to occupy the accommodated unit until the said date, and/or until his/her possessions are vacated, but will be required to pay the Standard Weekly Fee (S.W.F.) as detailed in the First (1) Schedule Paragraph 9.
- 7.3 Should a resident fail to rectify within a reasonable specified time any breach of The Rules and Regulations or The Code, The Salvation Army may serve on the resident a Fourteen (14) day written notice declaring the reason and intention of Management to apply to The Tribunal for an 'Order of Termination' of the Residence Contract.
- 7.4 In the event of a resident intentionally or recklessly caused or permitted, or is likely to intentionally or recklessly to cause or permit serious damage to the residential premises, or injury to the Management, an employee of the Management or another resident, the following action will be taken.

The resident will be notified in writing, declaring the reason and intention of Management to apply to The Tribunal for an 'Order of Termination' of the Residence Contract.
- 7.5 In the event of a resident permanently leaving The Village at the request of Management, and subject to Paragraphs 7.1 and 7.4, he/she is entitled to occupy the unit until he/she is in receipt of all refund entitlements.
- 7.6 Only under special circumstances, should Management suffer undue hardship, Management will apply to The Tribunal for an 'Order of Termination' of a Residence Contract.
- 7.7 In the event of a resident who intends to permanently leave his/her accommodated unit of his/her own accord, he/she is required to give thirty (30) days written notice of that intent to the Management of The Village.

8. DISPUTES RESOLUTION MECHANISMS

It is recognised that from time to time disputes may arise between residents and/or Management.

Many disputes are only due to a misunderstanding or lack of information. To assist resolving these types of problems, The Ministry of Consumer Affairs provides information and mediation service.

In the event that such a dispute cannot be resolved between the parties, The Retirement Villages Act (WA) 1992 together with the Code of Fair Practice, requires the existence of the Hollywood Village Disputes Resolution Committee to arbitrate on the matter.

8.1 The Committee shall consist of a panel of Three(3) persons appointed by:-

(1) Residents (1) Management (1) Independent

The Independent to be agreed to by both the Management and the Residents' representatives.

For the smooth working and practical application of the Committee, it requires a short list of willing people to be selected in each of the three (3) categories, each being then available if and when required.

8.2 When the Committee is required to arbitrate on a dispute, it will do so according to the Hollywood Village Disputes Resolution Committee Charter and the following rules:-

- (1) A hearing will be convened within ten (10) days of the dispute occurring.
- (2) The decision of the Committee will be given in writing within ten (10) days of the hearing.
- (3) In the event of either party or both not being satisfied with the decision, either or both parties have the right to refer the dispute to the Ministry of Consumer Affairs for further negotiation and/or seek a determination of The Tribunal.

9. RESIDENT PARTICIPATION

9.1 The Salvation Army shall provide a means by which views held by the majority of residents on matters affecting their welfare within The Village can be communicated to Management.

In addition to an 'open door' policy to communicate or resolve concerns both personal and corporate with Management, the following processes are available for resident participation in the:-

- (1) Annual General meeting - by the end of November of each year.
- (2) Presentation of Financial position.
- (3) Presentation of Audited Account - a copy available
- (4) Input into Budget preparation.
- (5) Input into any change of services where these will affect residents.
- (6) Input into any expansion.
- (7) Input into any upgrade that can have an impact on residents' fees.
- (8) Input into any variance of Village Rules.

9.2 **Social Committee:-** There is an annual election of committee members giving adequate scope for involvement on the Committee and at social functions.

9.3 **Disputes Resolution Committee:-** The Retirement Villages Act (WA) 1992 and the Code of Fair Practice 1993 requires a residents' representative to be a member of the Hollywood Village Disputes Resolution Committee.

For the smooth working of this Committee, it requires a short list of three (3) willing people to be elected by the residents to be available if and when required. Refer - Paragraph 8 of this Schedule for further details.

9.4 **Hollywood Village Bowling Club:-** Participation on the Committee and/or as a player will realise enjoyment with fellow residents in a pleasant sport with social activity.

9.5 **Volunteer Service Unit:-** Opportunities exists for any resident who would like to help in numerous activities - an enquiry to your supervisor will put you in touch with the organising person.

10. TENURE

10.1 The resident acknowledges that the occupation of the unit shall cease under the following circumstances:-

- (1) On the death of the resident.
- (2) On the permanent transfer of the resident to other accommodation for more intensive care.
- (3) On the resident voluntarily vacating the unit subject to the conditions as detailed in the Fifth Schedule (5) Paragraph 7.7.
- (4) Upon the expiration of a notice given to the resident by The Salvation Army subject to the conditions as detailed in the Fifth (5) Schedule Paragraph 6.2.
- (5) In the event of one (1) of the two (2) residents ceasing to occupy a double or shared unit in Crossleigh, Wyvern, or the Cottages, the remaining resident is required under the conditions of the Commonwealth 'building grant' to move, validated by The Tribunal to a single unit as soon as one is available.

11. ACCOUNTING INFORMATION

11.1 The Salvation Army shall provide on application a written report of the financial position of The Village at the Annual General Meeting, held by the end of November of each year.

11.2 The Salvation Army shall provide on application a copy of the Audited Accounts for the past financial year by the end of November of each year.

11.3 Management shall provide quarterly to each resident a statement of his/her financial position in The Village Fees account.

12. ADDITIONAL SERVICES

- 12.1 Mid-day meals - 7 days a week. Price reviewed annually. Currently \$4.00 per meal.
- 12.2 The Day Centre Complex
- (1) Village Supermarket
 - (2) Coffee Shop - Sandwich Bar - Light Meals
 - (3) Chemist Shop
 - (4) Hairdresser - Both Ladies & Gentlemen
 - (5) Doctors Rooms
- 12.3 Green Grocer and Fishmonger - Both call weekly.
- 12.4 Doctor - Should it be inconvenient for your own doctor to attend you at The Village, doctors' services are readily available on site.
- 12.5 Contents Insurance - A Residents' Contents Insurance policy at considerably reduced rates is available on application.

13. CARPORTS

- 13.1 A carport is not included as part of this contract, therefore it will be necessary for a resident to record his/her interest and await a vacancy.
- 13.2 A separate contract together with it's conditions of occupancy is available on request. Current prices are \$800.00, and for Centennial Close \$1,000.00.
- 13.3 All unmarked parking bays are available for the parking of vehicles belonging to residents and guests.
- 13.4 For identification purposes, we request all car owners to apply to the Administration for an identification sticker
- 13.5 For identification purposes, we request all car owners to advise the Administration of any vehicle change.