

The Rose Lifestyle Village Questions and Answers Checklist

*Please read this document carefully

The Questions and Answers are designed to draw your attention to some important matters that you should consider before deciding to enter a Lifestyle Village.

If you are uncertain about any aspects of the Village or the documents you have received from the Village, please seek advice.

Part 1

- Have I discussed my decision to enter a lifestyle Village with my family, friends a social worker or local Citizens Advice Bureau?
- Have I taken all of the documents relating to the Village to a legal practitioner, Legal Aid office or my Citizens Advice Bureau?
- What discussions have I had with the Village I have chosen?
- Does the lifestyle of the Village (including social activities and religion) meet my needs?
- How do the terms and amount of repayment of my in-going sum compare with other charges?
- How will I have to adapt and alter my existing lifestyle to comply with regulations and restrictions of Village life?
- Do the facilities especially designed for the elderly meet my present needs and will they meet what I expect will be my future needs?
- Have I enquired about pets, visitors, or car parking and public transport?
- Do I know and understand the answers to questions in Part 2 of this list and the consequences of the answers to those questions?

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Part 2

We provide the following questions and answers Checklist for you to peruse. These questions and answers are of a general nature and are intended to make you aware of the general position at The Rose Lifestyle Village. If you have any specific questions or queries do not hesitate to discuss them with the Village Manager.

Q 1 *What is the position regarding pets, visitors, car parking and public transport?*

A 1 Residents are not permitted to keep any animal, bird or pet either in their premises or in any other part of the Village without the Manager's prior written consent. The Manager can also withdraw consent at any time without being obliged to provide reasons. Visitors are welcome at any time but residents must obtain the Managers prior written consent to allow visitors to occupy the premises while the resident is absent, or to stay longer than three consecutive weeks with the resident or longer than six weeks in any one calendar year. Residents are responsible for all acts, nuisances or breaches caused by their visitors or guests. Residents must also pay for all costs of repairs and maintenance caused or contributed to by any neglect or negligence of their visitors or guests. The position on Unit car parking is as set out on the site plan. A public bus service passes by the Village and is available for the use of all residents.

Q 2 *Does the Village provide Health Care, an emergency call system and facilities especially designed for the elderly?*

A 2 Yes. The manager is obliged to arrange for a person with appropriate Health Care experience or similar to be available when appropriate during the office hours of the Centre. The Manager is also obliged to provide your Unit with a 24 hour emergency call system. Care has been taken in the design of the premises, the Village generally and its communal facilities and assets for the requirements of elderly persons.

Q 3 *Can I be moved from the Village or within the Village without my consent? If so, under what circumstances can I be moved?*

A 3 In order to ensure the orderly conduct of all residents in the Village the Manager has certain powers to request the resident vacate the Village. In one case this is where the resident has failed to remedy a breach which has been notified to the resident by the Manager. In another case this is where at least eight other residents complain of offensive or nuisance style behavior and the Manager requests that resident to leave the Village. Also the Manager, after consultation with two qualified medical practitioners and your nominated next-of-kin, can determine that it is in your best

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interests to be placed in full time nursing care (which is not available at the Village). In these circumstances you must leave the Village.

Q 4 *Can the owner terminate my occupancy at any time? If so, under what circumstances can the owner do this?*

A 4 The Manager must operate within the provisions of the Service Agreement as set out above. The Manager cannot ask you to leave the Village or your premises for no reason.

Q 5 *Is my long term occupancy at the Village secure?*

A 5 Yes. You will have a 70 year lease of your premises. Only in specific circumstances as outlined in the Service Agreement does the Manager become authorized to assign your lease. The proceeds must then be dealt with strictly as specified in the Marketing Agreement.

Q 6 *What is the ingoing sum I must pay and (if applicable) the regular maintenance charges and any other extraordinary costs which can be imposed on me.*

A 6 The only ingoing sum you must pay is the price you are required to pay for your lease. This will be a matter of negotiation between you and us. There is a regular maintenance charge to be paid on the 15th day of each month (or the next business day). This is used by the Manager to meet various outgoings as set out in the Service Agreement. Where you request further services or require assistance in your property from time to time the Manager is entitled to make further charges in accordance with charge rates established by the Manager from time to time as set out in the Service Agreement. There are various restrictions placed upon the Manager making unjustified increases to the maintenance charge.

Q 7 *Are the residents actively involved in decisions concerning the level of maintenance and services provided and their cost and how are these fees varied in the future?*

A 7 Yes. Apart from the Consumer Price Index, increases in maintenance charges or other charges may require the consent of the residents. In addition the residents can determine to increase the services provided by the Manager and/or make recommendations concerning facilities and communal assets. The provision of additional and further services and assets, however, could lead to an increase in the maintenance charge.

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Q 8 *When do I get access to my money after I leave the Village?*

A 8 You may notify the Manager at any time that you wish to vacate the premises. The Manager is then authorized to seek a new resident for your premises. Upon completion of the assignment of your lease the proceeds of assignment are paid to a custodian, which is a firm of Mildura Solicitors. These Solicitors must strictly apply the assignment proceeds as specified in the Marketing Agreement. You will therefore receive your share of the assignment proceeds upon or immediately after settlement of the assignment of your lease.

Q 9 *What system does the Village have for resolving disputes?*

A 9 You have the various statutory rights set out in the Retirement Villages Act 1986. This allows any dispute or difference between a resident and a Manager to be referred to arbitration.

Q 10 *Are there any restrictions on the persons to whom I may sell my Unit?*

A 10 Pursuant to the Marketing Agreement the Manager is authorized to assist you in the assignment of your Lease. The Manager will naturally look for a person who is a retired person and whose character and demeanor suggest that the new resident will be an appropriate member of The Rose Lifestyle Village community. The Manager has established a "waiting list" for intending residents and will naturally give preference to people on that list. Apart from the above there are no restrictions on the types of persons to whom your Lease may be assigned.

Q 11 *What protection do I have if the Village is sold to an organization which has philosophies at variance with the management of the Village I propose to enter?*

A 11 If, the management business is sold to another organization your interests will be protected by the binding nature of the Service Agreement and the various statutory provisions of the Retirement Villages Act 1986.

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Q 12 *If pensioner rebates are to be claimed by the owner or manager on my behalf, will I receive all the benefits of the rebates?*

A 12 We have had discussions with the various statutory authorities to ensure that pensioner rebates and other amounts are passed on to the Village as a whole. The Maintenance Charge payable covers all rates and taxes payable in respect of the entire Village including your property and the properties of other residents. Rental assistance cannot be claimed by the Manager and must be claimed by you directly from the relevant authority.

Q 13 *What are the restrictions of the use of the Village facilities and my unit?*

A 13 The restrictions on your use of the facilities and communal assets of the Village and of your own property are set out in detail in the Services Agreement. We consider that those restrictions are fair and reasonable in all the circumstances and are intended to promote a harmonious Village community.

Q 14 *Will Consumer Price Index rises be passed on in the form of rental increases, and if so how and when?*

A 14 Yes, the Consumer Price Index figure will be adjusted annually. The date used being the commencement date listed on the original contract of the Unit you are purchasing. The Consumer Price Index will be calculated in accordance with the terms in the lease.