



Village Rules



THE VINES AT BETHLEHEM
LIFESTYLE RETIREMENT

Village Rules

Below are the Rules of the Village which are operative from May, 2022.

Part 1

Rules for Residents

The following are the Rules of The Vines at Bethlehem. The Rules are set by the Operator as authorised by Clause 7 of the Occupation Right Agreement and may be updated from time to time in consultation with Residents. For clarity, any changes to the Rules become operative from the date of adoption and are not retrospective.

The policies included in Appendix 1 are part of the Rules of the Village.

An updated copy of the rules is available from the Village Manager.

1. Residents Association Committee

- 1.1 The Operator will ensure that a Residents' Committee has been formed.
- 1.2 The purposes and functions of the RAC are those outlined in the Retirement Villages Code of Practice 2008 and in the Residents' Association Constitution (both documents in the Clubhouse library), and to provide a forum for Residents to obtain direction and assistance in resolving issues surrounding their residency in the Village. See 15 for RAC Rules.

2. Residents' Villa

- 2.1 No Resident shall allow their Villa to be used for any purpose other than for Residential use.
- 2.2 No signage is to be erected within a Resident's Villa boundary without written consent from the Village Manager.
- 2.3 The Villa shall always be kept clean and tidy, and in good condition.
- 2.4 Residents shall dispose of refuse into rubbish bags for collection on Wednesday morning.
- 2.5 The Villa shall not be rented out, even to family or friends.
- 2.6 Notice shall be given to the Village Manager

if the Resident will be away for a period of more than four weeks.

- 2.7 Residents shall ensure that noise in their Villa is controlled so that it respects the reasonable expectations of neighbours.
- 2.8 No structural changes inside the villa shall be carried out without the prior consent of the Village Manager.

3. Gardens and Grounds

- 3.1 Residents may attend to the planting and up keep of the garden areas associated with their villa but may not remove or destroy any hedging or plants supplied by the Operator (unless with the consent of the Operator), nor interfere with gardens or trim hedges shared with a neighbouring unit.
- 3.2 Where a Resident wishes to modify their garden from a low care garden provided as standard, it must first be discussed with the Head Gardener, and the Resident shall be responsible for maintaining the garden. Where the Resident is unable or no longer willing to maintain the garden, the Village gardeners shall convert it back to a low care garden at the cost of the Resident.
- 3.3 Residents shall limit planter pots to two only at the front of the villa. Garden Ornaments are permitted but only to the rear of properties, so they are non-visible from the road frontage.
- 3.4 Residents should hang washing/clothing/ mats in the clothesline area provided. Inside lines or clotheshorses may be used provided they are not visible from the road, or intrusive to neighbouring properties.
- 3.5 Items are not to be permanently placed on lawn areas and must be easily removable for lawn mowing and maintenance purposes.
- 3.6 Christmas and other ornamental lights (but not including pathway lights) are to

be displayed only during the period leading up to and immediately after Christmas i.e December and into January). The Village Manager may direct lights to be removed if they are intrusive to neighbouring properties, or still in place after the festive season.

4. Pets

- 4.1 Residents shall not have any animals, birds or pets in their care which are likely to cause an unreasonable nuisance to neighbouring residents.
- 4.2 All pets must be able to be kept safely and in healthy condition within the bounds of the Resident's property.
- 4.3 All animals require prior approval of the Village Manager.
- 4.4 The Village Manager shall not decline the keeping of a pet unless he or she holds the reasonable view that the pet will:
 - a. be a nuisance to other Residents or other pets; or
 - b. be unable to be kept inside when appropriate; or
 - c. be unsanitary either inside or outside the property; or
 - d. be unable to be properly controlled.
- 4.5 Without limiting the generality of Rule the Village Manager has the right to request the removal of any pet which is considered, in the sole opinion of the Village Manager, to be a nuisance or a hazard. In reaching this conclusion, the Village Manager may take into consideration any matters he or she considers relevant and appropriate, and notify the Resident in writing of the decision and the reasons for it.

5. Vehicles

- 5.1 Residents and their visitors must park vehicles within Residents' unit boundaries, or visitors may park in designated parking areas.
- 5.2 Vehicle parking bays off communal roads are intended for use by visitors and guests, not Residents.

- 5.3 No parking on the grass is allowed.
- 5.4 No vehicle shall be driven on any part of the Village roads in an inconsiderate or dangerous manner.
- 5.5 The speed limit is 10kph.
- 5.6 The Village Manager reserves the right to tow away any vehicles infringing these Rules or causing nuisance or blocking access to other Residents or the public

6. Security

- 6.1 One set of keys and a fob will be provided to each Resident without charge and the Resident must ensure only Residents have control of these key/fobs.
- 6.2 The Village Manager may provide additional keys/cards at his or her discretion to Residents for a reasonable charge.
- 6.3 A spare key will be stored in a locked key cupboard in the Village administration office. The Resident has the responsibility to return all keys/fobs to the Village Manager when their occupancy ceases.
- 6.4 A Resident must report all lost, stolen or destroyed keys/fobs to the Village Manager as soon as possible.
- 6.5 A Resident must not duplicate the keys/fobs or permit others to duplicate the keys/fobs.

7. Communal Facilities - General

- 7.1 Residents and Guests shall make no improper, offensive, or unlawful use of any Communal Facilities, shall use them only for the purposes for which they were designed and in accordance with the specific Rules that govern their use.
- 7.2 No Residents and guests shall use the Communal Facilities in such a manner as to unreasonably interfere with the use and enjoyment thereof by other Residents and guests.
- 7.3 Residents must take responsibility for any damage caused to Communal Facilities (including roads) by their actions or vehicles or the actions or vehicles of their guests, their

employees or their contractors. Such damage shall be reported to the Village Manager as soon as possible and repaired at the Resident's expense.

- 7.4 Residents must take responsibility for any damage caused to Communal Facilities (including roads) by their actions or vehicles or the actions or vehicles of their guests, their employees or their contractors. Such damage shall be reported to the Village Manager as soon as possible and repaired at the Resident's expense.
- 7.5 Residents and guests shall dispose of all rubbish or litter on Communal Facilities in the receptacles provided, and they shall generally cooperate to keep the areas tidy. No Residents and guests shall make objectionable or unreasonable noise in or on the Communal Facilities which would interfere with the reasonable enjoyment of other Residents or guests in the communal facilities or villas.
- 7.6 The Village Manager reserves the right to exclude any person(s) from the use of the communal facilities and areas when Rules are breached.
- 7.7 The Communal Facilities may be closed by the Village Manager at any time without prior notice for reasons of safety or maintenance.

8. Communal Facilities - BBQ Area

- 8.1 The communal BBQ area is located next to the Club House and may be used by Residents, and guests provided they are accompanied by Residents. A notice board for bookings will be provided.
- 8.2 Food suitable for cooking on the barbeque may be brought to area for that purpose, and consumed immediately after cooking.
- 8.3 No alcohol is permitted, unless purchased from the bar or café.
- 8.4 The BBQ area must be used with a Resident present, who is then responsible to ensure the equipment is used safely and the area is left clean and tidy.
- 8.5 Out of respect to the neighbouring residents, the BBQ and the surrounding area shall be a

quiet zone from 10pm at all times.

9. Communal Facilities - Club House

- 9.1 The Club House may be used only by Residents. Guests may use the Club House provided they are accompanied by a Resident.
- 9.2 The users of the Club House areas shall help keep the area clean and tidy after use and use the receptacles provided for rubbish.
- 9.3 Users should not remove the chairs or tables that are outside or inside the Club House, as well as at the BBQ area and, if moved, they must return furniture to its proper place when leaving.
- 9.4 A good standard of dress is expected at all times in the Clubhouse – no bare feet, singlets, or bathing attire.
- 9.5 A Duty Manager must be on the premises when alcohol is being sold or consumed.
- 9.6 Alcohol sold via the café or bar cannot be taken off the premises as an Off-licence is not held.
- 9.7 All alcohol sold and consumed in the areas covered by the licence must be purchased from the bar or café.
- 9.8 There is no provision for BYO. Residents cannot bring their own alcohol onto the premises, or any outdoor areas associated with the Clubhouse.
- 9.9 The licenced hours for the Clubhouse are 9.00am to 10.00pm. Alcohol cannot be sold or consumed on the premises outside of licenced hours. The Village Manager and Duty Manager have the right to amend these hours at their discretion.
10. Food cannot be brought into the Clubhouse facilities without prior written permission of the Village Manager.
- 10.1 The seating area adjacent to the café is for the use of patrons who have purchased items from the café only, but the seating may be used when the café is closed.
- 10.2 Free tea and coffee facilities are not available when the café is open.
- 10.3 Residents and guests must follow the

instructions of the fire warden and building warden in the event of fire alarm activation. The fire wardens will wear yellow or red vests.

- 10.4 A booking system will be implemented by the Manager. Residents may use the booking system to secure use of the Club House for a specific purpose or private function and other Residents must vacate the premises promptly if a group with a booking arrives to take the time booked.
- 10.5 Residents may book the Club House for a private function. In doing so, the Resident is responsible for the behaviour of their guests and the observance of the Village Rules. A small charge may be levied for the private use of the Club House for cleaning purposes.
- 10.6 The Resident shall ensure that the Club House is left in a clean and tidy condition immediately after the function ends.
- 10.7 Out of respect for the neighbouring residents, the Club House and the surrounding area shall be a quiet zone from 10pm at all times.
- 10.8 No Resident or Resident's guest shall, without proper authority from the Manager, operate, adjust or interfere with the operation of any equipment associated with the Club House.
- 10.9 The Club House and the surrounding areas shall be smoke free and vape free.
11. Pets are not permitted inside the Club House.

10. Communal Facilities - Bowling Green

- 10.1 The bowling green may be used only by Residents. Guests may use the green provided they are accompanied by a Resident.
- 10.2 Users are required to ensure the bowling green is used for the purpose of the game of bowls only.
- 10.3 Children under the age of 16 years may use the bowling green only if accompanied and supervised by an adult. It is the responsibility of Residents to ensure the safety of their group.
- 10.4 Only proper bowling balls are permitted on the green.
- 10.5 Unreasonable, noisy, or hazardous activities are not permitted in or around the green.

- 10.6 Alcohol is not permitted on the bowling green.
- 10.7 Pets are not permitted on the bowling green.
- 10.8 The bowling green will be open all year around unless it is too wet to play bowls satisfactorily.
- 10.9 The hours of play will generally be 8am to 8.30pm but earlier or later.
11. Use for training or competitions are possible on request to the Manager.
- 11.1 Out of respect for the neighbouring Residents, the bowling green and the surround area shall be a quiet zone from 8.30pm until 8am the following day, subject to 10.9 above.
- 11.2 All users of the bowling green must wear soft soled shoes.
- 11.3 The bowling green and seating areas shall be smoke and vape free areas.

11. Swimming Pool & Gym

- 11.1 The swimming pool and gym may be used only by Residents. Guests may use the swimming pool and gym provided they are accompanied by a Resident.
- 11.2 Users are required to ensure the swimming pool and the gym are used in a sensible and safe manner.
- 11.3 Children under the age of 16 years may use the swimming pool and Gym between the hours of 11am to 2pm only if accompanied and supervised by a Resident.
- 11.4 It is the responsibility of Residents to ensure the safety of their visitors.
- 11.5 Swimmers should wear suitable swimming attire. No jeans or heavy clothing is permitted.
- 11.6 Unreasonable, noisy or hazardous activities are not permitted in or around the pool or gym.
- 11.7 Residents shall wear suitable attire when arriving at and leaving the pool area. Bare chests and bathing suits are to be covered with suitable outerwear outside the pool room.
- 11.8 Alcohol is not allowed in the swimming pool and gym.
- 11.9 Pets are not permitted in the swimming pool or gym.

12. The swimming pool and gym will be open all year around.
- 12.1 The hours of access will generally be 6am to 10pm but earlier or later is possible on request to the Manager.
- 12.2 Out of respect for neighbouring Residents, the swimming pool and gym and the surrounding area shall be a quiet zone from 10.00pm at all times.
- 12.3 The swimming pool and gym and seating areas shall be smoke and vape free areas.
- 12.4 Specific safety rules posted at the pool and in the gym must be followed at all times.

12. Visitors

- 12.1 Residents are responsible to ensure that their visitors comply with these Rules.
- 12.2 Not with standing the provisions of the Occupation Right Agreement regarding visitors staying with a resident for more than 40 days in a calendar year the Manager may at his/her sole discretion and on written application by the Resident approve the Resident having a visitor stay in the unit on a more permanent basis where:
 - The visitor would be approved as a Resident if the visitor had applied for residence in a unit; and the Resident and visitor can vouch that they have a special relationship which they intend to be of a durable manner; and That they have no intention of the visitor claiming a Right of Occupation or right to the proceeds of the sale of the unit at any time.

13. Fixings and Awnings

- 13.1 The Occupation Right Agreement provides that Residents shall not affix any objects or structures to the exterior of the building. This provision exists to ensure that the structural and weatherproofing integrity of the building and physical environment of the village is maintained.
- 13.2 The Manager will consider applications for shade structures upon request from Residents which may be approved at the full discretion of the Manager where: The Manager is of the

opinion that the shade structure is in keeping with the physical environment of the Village; and The shade fixing can be affixed without degrading the structural for water-proofing integrity of the building in any manner; and The Resident agrees in writing that the approved structures will be removed at the cost of the Resident, upon termination of the Occupation Right Agreement.

14. General

- 14.1 The Operator may, subject to prior consultation with the Resident Committee, from time to time make, modify and amend these Rules as maybe necessary for the efficient management and operation of the Village and facilities.
- 14.2 Operator shall consult with all Residents prior to notifying the Residents in writing of any changes to the Rules.

15. Rules for Residents' Committee

- 15.1 The purpose and powers of the Residents' Association Committee (RAC) shall include all those included in the Retirement Villages Code of Practice 2008 and shall also include:
 - a. Making recommendations on Rule changes and operating policies for consideration by the Operator;
 - b. Delegating to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation;
 - c. Whenever it thinks fit, request the Village Manager to convene an extraordinary general meeting of the Residents;
 - d. Request the Operator to provide such reports and information which are required to be and have been provided to the Statutory Supervisor;
- 15.2 The RAC shall appoint one of its members to be the Chair who shall have the following responsibilities:
 - a. Ensure that adequate Minutes of meetings are taken;
 - b. Annual General Meeting by the taking of a Poll and shall hold office for a period

of two years. A person may be removed from the Residents' Committee (including the appointed Chair) by resolution at an extraordinary general meeting of Residents before the expiration of his/her term of office and another resident be appointed in his/her place to hold office until the

- 15.3 These Rules for the operation of the Committee are able to be amended by the Committee from time to time as permitted by the Retirement Villages Code of Practice 2008 without reference to the Operator.
- 15.4 The members of the Residents' Committee shall be elected at the next AGM.
- 15.5 Any casual vacancy on the RAC may be filled by the remaining members of the Committee appointing a suitable person.
- 15.6 The quorum necessary for the transaction of the business of the RAC shall be 51% of the appointed members of the Committee
- 15.7 At meetings of the RAC, all matters shall be determined by a simple majority of votes. In the case where votes are tied, the Chair of the meeting shall have a casting vote.
- 15.8 The RAC shall not have the power to:
 - a. Make any decision which will incur any expenditure on behalf of the
 - b. Operator or the Residents;
 - c. Employ any person for and on behalf of the Operator or the Residents.
- 15.9 The RAC shall ensure that Minutes are recorded of all meeting and the Minutes will be signed by the Chair and posted on the Notice Board in the Club House within a reasonable time after completion of the meeting.
- 15.10 Any Resident may request a copy of any Minutes of any meeting.
- 15.11 Notice of meetings of the RAC for the forthcoming year will be posted on the Notice Board of the Club House and any Resident shall have the right to attend the meeting as an observer.
- 15.12 A Resident attending a meeting as an observer may be granted speaking rights on

any matter but no voting rights.

- 15.13 The Chair may call the meeting to consider a confidential matter in a private meeting from which observers will be excluded
- 15.14 Where necessary the Chair may postpone the discussion of any confidential matter where privacy cannot be assured to another date and time without notice in 14(10) being required.
- 15.15 Where a confidential matter has been discussed the entire item may be excluded from the Minutes and replaced with the words "Omitted for the reasons of Confidentiality.
- 15.16 Any dispute over whether a matter is confidential shall be referred to the Village.
- 15.17 Manager who shall make a ruling and whose ruling will be final and absolute.

16. Rules for Meetings of Residents

- 16.1 The Rule for Conduct of Residents Meetings shall be in accordance with the Schedule 4 of the Deed of Supervision for The Vines at Bethlehem, the content of which is included as Appendix 1 to these rules.

Appendix 1 – Policies

1. Access to Units

- 1.1 The Village Manager has the right to enter a Resident's villa:
 - a. At any time with the permission or at the invitation of the Resident;
 - b. At any time when the Village Manager has reasonable grounds to suspect that an emergency situation exists within the villa;
 - c. After 24 hours' notice where internal maintenance is required;
 - d. After 24 hours' notice where the General Manager desires to conduct an inspection for any reason;
- 1.2 The Village Manager shall not permit another Resident to have access to a Resident's villa without express permission from that Resident;
 - e. The Village Manager may allow a tradesman or services person to enter a

Resident's villa only after 24 hours' notice as above;

- a. The Village Manager may not allow a tradesman to work unsupervised in a Resident's villa without permission from the Resident;
- 1.3 Residents may employ their own tradesmen to carry out work which has been approved by the Village Manager.
- 1.4 The Village gardeners have the right to access the yard space and any area surrounding the Resident's villa at any reasonable time for maintaining the grounds, gardens or building, cleaning the windows and building, and removal of refuse.

2. Staff

- 2.1 A Village Manager is to be appointed by the Operator. The appointment of the Village Manager shall be at the sole discretion of the Operator.
- 2.2 Current staff and their roles are to be published in the Welcome Pack for new residents and be listed on the Club House noticeboard.
- 2.3 All staff in the Village shall wear identification.
- 2.4 The Village Manager and any staff appointed by the operator will undergo an orientation programme which will encompass the ethos of the Village and all Village documents including the Retirement Villages Code of Practice 2008, these Rules, and Statements of Residents' Rights. All staff shall have training in First Aid.

3. Safety

- 3.1 Boundary fence and gates maintained continuously;
 - a. Boundary fence and gates maintained continuously;
 - b. Permanent grounds security;
 - c. Entry points to be monitored by CCTV;
 - d. Residents to permit afterhours access to the site only to persons known to them;
 - e. No hawkers or door knockers permitted.
- 3.2 Site safety and access to be protected:

- a. Maximum gradient of ramps and access way (where possible) to be 1:10 (10%);
- b. No raised kerbs;
- c. Internal speed limit on access ways to be 10kph;

- 3.3 Personal safety and wellbeing of Residents to be protected by:
 - f. Implementing building standards and site safety standards;
 - g. Availability of Village staff for emergency response including emergency response within each Villa and communal area;
 - h. Non-harassment policy – see Appendix 1 Section 10.
 - i. Availability of maintenance staff to assist with tasks at height including changing light bulbs.
- 3.4 Building standards are maintained for safety and well-being purposes:
 - a. Provision of easy disability access;
 - b. Adequate outside lighting;
 - c. All villas provided with heating;
 - d. Light bulbs (other than fixed LED lights) are purchased by the Resident when blown, and changed by staff if required
 - e. Smoke alarms to be maintained in an operating condition at all times;
 - f. Each villa to have clearly defined outdoor personal space for the Resident;
 - g. Smoke warning sirens are installed for the hearing-impaired.
 - h. Appliances owned by the Operator will be kept in good working repair by the Resident, but repairs arising from normal wear and tear shall be at the cost of the Operator.
- 3.5 The safety and security of the Residents and the Village will be considered at every management meeting.

4. Emergency Response

- 4.1 The following policies apply to any emergency situations.
- 4.2 Fires
 - a. Any persons discovering a fire shall

immediately ensure that the villa is evacuated;

- b. Once all Residents have been safely evacuated from the villa the Fire Department will be notified from a safe location;
- c. No attempt to extinguish a fire is to be made where it requires a Resident, employee or contractor to enter a building;
- d. For any fire alarm activation where fire is not evident, the person responding will determine whether a fire exists and if so notify the Fire Department;
- e. The Club House will have an Evacuation area in the car park outside;
- f. The Village Manager will keep a register of residents likely to require special assistance to evacuate their Villa or the Club House.

4.3 Earthquake

- a. During an Earthquake residents are advised to remain in doors and seek shelter under a sturdy object such as a table. Where such an object is not readily available residents are advised to lie down beside a raised object such as a bed or kitchen cabinet;
- b. Once the earthquake has passed all Residents must congregate at the Club House until the whereabouts and safety of all Residents is established by the Village Manager.

4.4 Flood

- a. If threatened by a flood listen to the radio for civil defence emergency information. Follow the instructions of an official civil defence officer. Turn off your electricity and gas supply at the mains. If possible, use sandbags to prevent flood waters from entering critical areas;
- b. If a flood occurs KEEP CALM. Remain in your existing location, at the highest point possible, unless instructed otherwise by civil defence officers.

4.5 Emergency Response – General

- a. The Village Manager is responsible to respond to all emergencies without

equivocation;

- b. The Village Manager shall be available to respond to all emergency requests immediately but at times when he or she is off site the response time shall be no more than 20 minutes;
- c. The Village Manager will be enabled to delegate the response to emergency situations to a professional response organisation such as an approved medical alarm company or ambulance;
- d. The Village Manager will maintain a register of all Residents who may require assistance with evacuation from their villas or the Clubhouse.

5. Insurance

- 5.1 In terms of the Occupation Right Agreement, the Operator will ensure that the Village and all buildings are fully insured for replacement value at all times.
- 5.2 For the purposes of determining the replacement value a valuation for replacement insurance purposes will be obtained at least every two years;
- 5.3 Where a valuation of the Village is obtained for any reason the replacement insurance valuation is to be included in the scope of the report;
- 5.4 In years where an insurance valuation is not obtained, the insurance cover shall be increased by the minimum of the building costs component of the Consumer Price Index.
- 5.5 Insurance policy maintained by the Operator is to fully cover the Village in the event of destruction and provide for temporary accommodation when the Resident's villa is unable to be occupied for the period of reinstatement.

6. Consultation with Residents

- 6.1 The Operator will consult with Residents on:
 - a. Changes rules;
 - b. Changes to the Village layout where the change will result in:
 - i. A significant increase in costs to the

Residents; or Significant loss of value on the price paid by the residents; or

ii. Significantly different level of service or facilities to be enjoyed by the Residents.

iii. Changes to the Village Outgoings charge; or

c. Any other changes to the Village or operations which will have an effect on the Residents.

6.2 The process for consultation with Residents will be:

a. Initial consultation will take place between the Village Manager and the Residents' Association Committee;

b. Unless the matter is required by the Act, ORA, or Rules, the Operator or RAC may require that the matter should be brought to the attention of the Residents in which case either one may call General Meeting. Alternatively, the matter may be brought to the attention of the Residents by way of electronic notification (email or portal) AND posting of a notice on the Club House noticeboard.

7. Maintenance

7.1 All communal areas will be maintained by Management and staff in a clean, tidy, safe condition, free from defects.

7.2 All requests for maintenance should be submitted using the standard Maintenance Request Form. Residents can complete and submit the form on the Residents' online portal, or complete a form at reception. This will ensure the request is logged and tracked. All requests in either format will be acknowledged as being received.

7.3 The request will be given priority if it is deemed to be urgent.

7.4 Maintenance will be carried out by Village staff or approved suppliers. For personal safety, all maintenance suppliers will be accompanied by a staff member upon entry to the Villa.

7.5 For after-hours maintenance emergencies (flood/no power) the emergency call button

should be activated, and the responder advised of the emergency. The appropriate on-call staff member or contractor will then be contacted.

7.6 When a Resident is dissatisfied with the response to a maintenance matter, they may, at any time, notify the Village Manager. If necessary, the matter can be escalated to the General Manager.

8. Complaints Procedure

8.1 Residents have a right for their complaints and concerns to be heard, and every consideration given to resolving them simply, fairly and quickly.

8.2 Information about 'Resident's Rights and Complaints and Disputes' procedures is published by the Retirement Commissioner and is outlined in the Code of Practice 2008 (COP). Residents may ask the Village Manager for information about their rights.

8.3 Complaints or concerns can be made verbally or in writing, and are to be addressed to the Village Manager.

8.4 The procedure for resolving complaints is on an escalation basis:

a. The Village Manager will acknowledge receipt of a complaint within 48 hours of receiving it

b. The Village Manager will disclose the detail of the complaint to all parties concerned, giving a reasonable time for response;

c. The Village Manager will investigate the complaint, and respond in writing within 20 working days of receipt of the complaint;

d. If the complaint is resolved to the satisfaction of all parties, no further action will be required;

8.5 The procedure for resolving complaints is on an escalation basis:

a. If the complaint is not resolved, the Operator must, on behalf of the parties, refer it to the Statutory Supervisor and ask the Statutory Supervisor to work with all parties concerned to provide an

impartial perspective and to recommend an acceptable resolution.

- b. If the parties are not satisfied after the Statutory Supervisor's input, the matter may be referred to the Retirement Commissioner (see COP).
- c. Concerns will be addressed on a less formal basis, and every endeavour made to alleviate those concerns by discussion between the parties, and appropriate action by Management if required.
- d. Residents may request a support person (family, friend, Resident or a representative from the RAC) to be present at any stage of the complaints process, including meetings with the Village Manager, the Operator, or the Statutory Supervisor.

9. Communication

- 9.1 The General Manager of the Village will endeavour to always communicate clearly and concisely. Important information will be communicated in writing delivered to each Resident, and placed on the portal.
- 9.2 The Rules, Policies and Notices will be posted on the Club House noticeboard and the version of these posted on the noticeboard will be considered the official version.
- 9.3 The Village Manager will be available to explain and interpret any written communication which is not clear.
- 9.4 A regular newsletter will be circulated keeping Residents abreast of Village happenings.
- 9.5 Regular monthly meetings will be held to give Residents the opportunity to hear directly from the Village Manager on matters of general interest.

10. Harassment Policy

- 10.1 Residents have a right to enjoy living at The Vines at Bethlehem without intimidation or harassment.
- 10.2 Residents will respect the right of other Residents to peaceful enjoyment of the Village.
- 10.3 Staff will respect the right of other Residents to peaceful enjoyment of the Village.

- 10.4 Residents will treat staff with respect and dignity to the same degree that is expected of a fair employer.
- 10.5 Staff will treat Residents with the respect and dignity which one would expect of a person dedicated to high levels of client service.
- 10.6 Staff found to be treating Residents in an abusive or inappropriate manner will be subject to disciplinary procedures for serious misconduct.
- 10.7 Use by Residents or staff of vulgar, foul or other language inappropriate to be used around Residents of a Retirement Village will not be tolerated, the consequence being?
- 10.8 Intimidation, threatening or physical handling of Residents or staff will not be tolerated, the consequence being?
- 10.9 Sexual harassment of any type of Residents or staff will not be tolerated, the consequence being?

Appendix 2

Extract from schedule 4 of the deed of supervision for The Vines at Bethlehem.

1. Interpretation

- 1.1 Words defined in Clause 1.1 of this Deed will have the same meaning in the rules.
- 1.2 Unless an issue concerns all Villages which the General Manager manages, all meetings will be meetings of Residents in only one Village and these Rules will be interpreted accordingly.

2. Convenience of Meetings

- 2.1 Annual General Meeting
The Operator will in each and every year convene an Annual General Meeting of the Residents of a Village. The Annual General Meeting will be held to receive and consider the financial statements of the Village for the preceding year and to transact any other business relating to the Village. Each Annual General Meeting will be held on a date no later than 6 months following the end of each financial year of the Operator.
- 2.2 Operator to call Meeting
The Operator may at any time of its own

volition convene a Meeting of the Residents.

- a. The Operator must call a Meeting for the purpose of seeking Residents' consent if the Act, The Rules, This Deed, the Code or the Occupation Right Agreements require the consent of Residents for any proposed action.
- b. If asked, in writing, by either the Statutory Supervisor or not less than 10% of the Residents of any Village, the Operator must call a meeting to enable Residents to give their opinions or directions.

2.2 Statutory Supervisor to call Meeting

- a. The Statutory Supervisor may at any time of its own volition, or at the request of the Operator, convene a Meeting of the Residents of a Village for the purpose of the Residents giving the Statutory Supervisor their opinions or directions relating to the exercise of the Statutory Supervisor's powers.
- b. The Statutory Supervisor will, at the request of at least 10% of the residents of the Village, call a Meeting of Residents of that Village for the purpose of the residents giving the Statutory Supervisor their opinions or directions relating to the exercise of the Statutory Supervisor's powers.

3. Place

- 3.1 All meetings will be held in the Village, or such other venue as may be agreed upon between the Operator and the Statutory Supervisor.

4. Notice

- 4.1 Persons entitled to receive notice
Notice of every meeting will be given in the manner provided in Clause 24 of the Deed of Supervision or Clause 4.3 of this Schedule 4 to:
 - a. Every Resident; and
 - b. Every person whom, to the knowledge of the Operator as at that date, an interest in any Occupation Right Agreement, which has devolved by reason of his or her being a legal personal representative

or an assignee in bankruptcy of a Resident where the Resident but for his or her death or bankruptcy would in accordance with the foregoing paragraphs be entitled to receive notice of the meeting; and

- c. Where the meeting is called by the Operator, to the Statutory Supervisor; and
- d. Where the meeting is called by the Statutory Supervisor, to the Operator.

4.2 Formal Requirements for notice

Notice of every meeting will be given in the manner provided in Clause 24 of the Deed of Supervision or Clause 4.3 of this Schedule 4 to:

- a. At least ten working days' notice of every meeting must be given. The notice period will be exclusive of the day on which it is given or deemed to be given and of the day for which it is given.
- b. The notice of meeting must specify the place and appointed time of the meeting and the general nature of the business to be transacted (including an agenda and all papers to be considered at the meeting). It will not be necessary to specify in the notice the text of the resolutions to be proposed, except in the case of a resolution proposed to be passed as an Extraordinary Resolution in which case the text of the proposed resolution must be set out.
- c. The notice of meeting must include a statement that a Resident entitled to attend and vote at the meeting is entitled to appoint a representative or proxy to attend and vote instead of him or her and that such representative or proxy need not be a Resident
- d. The notice of meeting must state the number of Residents that need to attend to form a quorum.
- e. The accidental omission to give notice to or the non-receipt of notice by any person entitled thereto will not invalidate the proceedings at any meeting.

4.3 Method of giving notice
Any notice may be given either by personal delivery or by leaving it or sending it to the last known address or usual place of residence or business of the addressee. If posted, a notice deemed (in the absence of evidence to the contrary) to have been received at the time when it would in the ordinary course of post be delivered.

5. Quorum

5.1 Quorum requirements
No business will be transacted at any meeting unless a quorum is present at the commencement of business. In the case of all meetings, other than adjourned meetings, the quorum will be 25% of Residents entitled to be present in person or by representative and to vote. The quorum for an adjourned meeting will be 10% of Residents entitled to be present in person or by representative and to vote.

5.2 Adjourned meeting
If within 30 minutes, or such longer time not exceeding 60 minutes as the Chairperson of the meeting will decide after the appointment time a quorum is not present, the meeting if convened upon the request of Residents will be dissolved. In any other case, it will stand adjourned to such day and time not being less than ten (10) days thereafter and to such place as may be appointed by the Chairperson and at such adjourned meeting all Residents present in person or by representative (provided there are no less than 10% of Residents entitled to be present in person or by representative) and to vote will be a quorum for the transaction of business (including the passing of Extraordinary Resolutions of Residents).

5.3 Notice of adjourned meeting
Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted will be given in the same manner as for an original meeting and such notice will state that not less than 10% of Residents entitled to be present in person or by representative and to vote will form a quorum.

5.4 Method and notice of adjournment

The Chairperson may with the majority consent of any meeting at which a quorum is present and will if so directed by the meeting, adjourn the meeting from time to time and from place to place for any period not exceeding 30 days. If the meeting is to be adjourned for a period of more than fourteen (14) days notice of any such adjourned meeting of the Residents will be given in the same manner as for an original meeting.

5.5 Business at adjourned meeting
No business will be transacted any adjourned meetings except business which might have been lawfully transacted at the meeting from which the adjournment took place.

6. Chairperson

A person nominated by the Statutory Supervisor will preside as Chairperson at every meeting and if no such person is nominated or if any meeting the person nominated is not present within fifteen (15) minutes after the appointed time Residents choose one of their number to Chair the meeting by ordinary majority vote.

7. Right to Attend and Speak

Any Director, Officer, Solicitor or representative of the Statutory Supervisor may attend and speak at any meeting.

8. Persons Entitled to Vote

8.1 Manner of voting
Subject to these rules, a Resident may vote personally or by his or her representative

8.2 Vote by representative
In these rules "representative" means a person appointed by an instrument by way of proxy or by Power of Attorney. The following persons will be entitled to vote in person or by representative:

- a. The persons registered as at the Proxy Closing time as Residents in the Register
- b. The persons who are entitled to receive notice of the meeting pursuant to clause 4.1(b) of these Rules in respect of any interest in an Occupation Right Agreement devolving upon them respectively.

8.3 Closing of Register
For the purpose of establishing voting entitlements at a meeting, the Register will be closed at the close of business on the day which is 5 working days preceding the day on which the Proxy Closing Time falls and will remain closed until after the relevant meeting has been adjourned.

9. Proxies

- 9.1 Instrument of Proxy
- a. The instrument appointing a proxy will be in writing under the hand of the appointer or his or her attorney duly authorised in writing.
 - b. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a copy of such power or authority certified in such other manner as the Statutory Supervisor will approve will be deposited at such place as the Statutory Supervisor may direct of (if no such place is appointed) then at the registered office of the Operator not later than the Proxy Closing Time and subject as hereinafter provided in default the instrument of proxy will not be treated as valid PROVIDED THAT the Statutory Supervisor may in its absolute discretion accept as valid any instrument of proxy notwithstanding that such instrument or any power of attorney or other authority is received or produced at a place other than that specified above or out of time.
 - c. An instrument of proxy may be in any usual or common form or in such other form as the Statutory Supervisor may approve and may make provision for directions to be given by the grantor to vote in favour of or against any proposed resolution.

9.2 Identity of Proxy
A person appointed to act as a proxy need not be a Resident and a holder of a proxy will have the right to speak at any meeting in respect of which he or she is appointed.

9.3 Proxy at adjourned meeting
A proxy whether in a usual or common form or

not will, unless the contrary is stated thereon, be valid for any adjournment of the meeting to which the proxy relates. Notwithstanding any provision contained in an instrument of proxy no instrument of proxy will be valid after the expiration of twelve (12) months from the date of its execution but this provision will not be construed to apply to the appointment of an attorney or representative otherwise than by an instrument of proxy.

9.4 Proxy in favour of Chairperson
An instrument of proxy in favour of the Chairperson of the meeting or the Chairperson (howsoever expressed) will be as valid and effectual as though it were in favour of a named person and will constitute the person who chairs the meeting for which the proxy is used (whether on adjournment or not) the lawful proxy of the appointer.

10. Residents may appoint Attorney

Any Resident may by power of attorney appoint an attorney (who need not be a Resident) to vote and act on his or her behalf at any meeting. An attorney will be entitled to produce evidence of his or her appointment at any time for the meeting. An attorney if so empowered may appoint a proxy for the Resident granting the power of attorney.

11. Rights of Representatives

A representative will have the right to demand or join in demanding poll and will (except and to the extent to which the representative is specially directed to vote for or against any proposed) have power generally to act at the meeting for the Resident concerned.

12. Voting Procedures and Polls

- 12.1 Method of voting
- a. A resolution put to the vote of a meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson or the Statutory Supervisor or any representative of the Statutory Supervisor or by five Residents present in person and entitled to vote. Unless a poll is so demanded a declaration by the Chairperson that a

resolution has been carried or carried unanimously or by a particular majority or lost will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- b. On a show of hands each Resident present at the meeting and entitled to vote (whether personally or as a representative) will have one vote only. On a poll there will be one vote for each Occupation Right Agreement. Residents occupying the same dwelling pursuant to one Occupation Right Agreement may elect (in writing) before any meeting commences, which of them is entitled to exercise a vote on any poll. If no such election is made, the Resident whose name appears first on the Occupation Right Agreement only will be entitled to vote on any poll, unless the Chairman otherwise decides at any meeting.
- c. If a poll is duly demanded it will be taken in such manner as the Chairperson may direct and the result of such poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- d. In the case of any quality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded will be entitled to a casting vote in addition to the votes (if any) to which he or she may be entitled as a Resident or on behalf of Residents.
- e. A poll demanded on the election of a Chairperson or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either immediately or at such time (not being more than thirty (30) days from the date of the meeting) and place as the Chairperson may direct. The result of such poll will be deemed to be the resolution of the meeting at which the poll was demanded. No notice need be

given of a poll not taken immediately.

- f. The demand for a poll will not prevent the continuance of a meeting for the transaction of business other than the question on which the poll has been demanded.
- g. On a poll, votes may be given either personally or by representative.
- h. A vote given in accordance with the terms of an instrument of proxy or power of attorney or other form will be valid notwithstanding the previous death, insanity or revocation of the proxy or power of attorney or other form of appointment or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation is received by the Statutory Supervisor or the Operator at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

13. Extraordinary Resolutions

13.1 Meaning of Extraordinary Resolution

The expression "Extraordinary Resolution" means a Resolution passed at a meeting duly convened and held in accordance with the provisions herein contained at which persons representing three-fourths (3/4ths) or more of the number of Residents voting thereat upon a show of hands or if a poll is duly demanded then not less than three-fourths (3/4ths) of the votes given on such a poll voted in favour of the resolution.

13.2 Powers exercisable by Extraordinary Resolution

Without limiting the rights, powers and discretions conferred on the Statutory Supervisor by this Deed, a meeting of the Residents will, in addition to all other powers which by the Deed are specified as exercisable by Extraordinary Resolution, have the following powers exercisable by Extraordinary Resolution namely:

- a. Power to give any sanction, assent, release or waiver of any breach or

default by the Operator under any of the provisions of this Deed;

- b. Subject to the Act, power to discharge, release or exonerate the Statutory Supervisor from all liability in respect of any act or omission for which the Statutory Supervisor has or may become responsible under this Deed; and

- c. Power to remove the Statutory

13.3 Extraordinary Resolution binding on Residents

An Extraordinary Resolution passed at a meeting duly convened and held in accordance with these Rules will be binding upon all Residents and the Operator whether present or not present at the meeting.

13.4 The Operator and the Statutory Supervisor (subject to the provisions of its indemnity contained in this Deed) will be bound to give effect to every Extraordinary Resolution.

13.5 The passing of any Extraordinary Resolution, as between the Statutory Supervisor and the Residents, will be conclusive evidence that the circumstances justify the passing of that resolution, the intention being that it will rest with the meeting to determine, without appeal, whether or not the circumstances justify the passing of the resolution.

14. Minutes to be kept

14.1 Minutes of all resolutions and proceedings at every meeting will be made by the Operator or, if the Operator is not present at such meeting by some person appointed by the Chairperson of such meeting, a duly entered in books from time to time provided for that purpose at the expense of the Operator.

14.2 Any such minutes, if purporting to be signed by the Chairperson of the meeting at which such resolutions were passed or proceedings had or by the Chairperson of the next succeeding meeting, will be prima facie evidence of the matters in those minutes, until the contrary is proved.

14.3 Every such meeting in respect of the proceedings of which minutes have been made will be deemed to have been duly held and convened and all resolutions passed or proceedings had thereat to be duly passed and had.

14.4 Copies of minutes will be kept at the Village and furnished to the Statutory Supervisor and each Resident by the Operator.



THE VINES AT BETHLEHEM
LIFESTYLE RETIREMENT