

NORTHLAND DISTRICT MASONIC TRUST

POLICY & PROCEDURES 2017

1. STAFFING & RECRUITMENT POLICY

AIM: All Staff selection will occur in a fair and equitable process as set down in the Human Rights Act 1993 and the Employment Act 2000, whilst also taking into account suitability for working with the Trust's residents and other clients.

POLICY:

- ⇒ The Trust does not have staff employed on-site at the village locations. The Villages are for independent living. Management/office personnel are the only staff employed at this time. Other workers at the Trust's villages are engaged as contractors. There are no pre-requisite qualifications. Relevant experience for roles will be assessed by reviewing applicants CV and references.
- ⇒ Job vacancies will be advertised where appropriate.
- ⇒ Applicants who are deemed appropriate for employment by the Trust will be interviewed in the first instance. The selection process will include an interview with questions specific to the position job description and requirements, followed by 2 Referee checks and a Police security check if employment is going to be offered.
- ⇒ The successful applicant will receive the necessary employment document in line with the relevant legal requirements including a Job Description, Contract of Employment and Tax form etc.
- ⇒ As staff is not domiciled at any of the retirement villages, the Trust has assessed that first aid training is not a requirement.

2. EDUCATION POLICY

AIM: All Staff will participate in orientation and on-going education that is relevant and pertinent to their role

POLICY:

- ⇒ Staff will have a period of orientation that is relevant and will be given as a part of the role that is being undertaken.
- ⇒ A record of any formal training undertaken will be kept in the employees file.
- ⇒ As on the job training occurs on a day to day basis, this will not be documented for practical reasons.
- ⇒ Staff employed will be orientated and familiarised with the relevant requirements of the Retirement Villages Act 2003 and the RVA Code of Practice as part of their Induction to the Trust.
- ⇒ Staff will be provided with a copy of these Policies at induction.
If it is identified that training and/or supervision is required in order for a staff member to perform their duties, or undertake new tasks, the CEO will make arrangements for this to happen.

3. SAFETY POLICY

AIM: The Trust aims to provide a safe, secure environment for residents, office staff and management personnel.

POLICY:

- ⇒ Residents are responsible for the securing of their personal property.
- ⇒ All buildings will be constructed, maintained, and renovated in compliance with all legislation, Building Codes and local authority regulations.
- ⇒ Any accidents, incidents or hazards should be reported by telephoning the Trust office as soon as possible where they will be recorded. Where action needs to be taken the appropriate contractor and/or CEO will be notified immediately.
- ⇒ Lighting, both interior and exterior, will be sufficient to enhance resident safety.
- ⇒ Exterior street lighting is provided and maintained by the Trust at all villages.
- ⇒ Sufficient power points will be provided for residents to provide their own heating.
- ⇒ All units will be fitted with smoke alarms.
- ⇒ Landscaping and paving will be reviewed and checked annually to ensure safety.
- ⇒ Maintenance of buildings and grounds will be undertaken in a manner that minimises danger to residents, including where appropriate isolation of the area.
- ⇒ Safety and personal security of residents will be reviewed annually at the ORA residents Annual General Meeting. However residents can raise any safety or personal security concerns directly with the Trust at any time.
- ⇒ Health & Safety issues will be recorded and responded to as a matter of priority.
- ⇒ In the event that an urgent personal safety or security matter arises when Trust staff are not available or the office is closed, residents should contact emergency services – dial 111.

4. CODE OF BEHAVIOUR

AIM: All residents, staff, contractors and visitors are treated equally and with respect.

POLICY:

- ⇒ The rights (as conferred by any Village rules, the Human Rights Act 1993, the Privacy Act 1993 or any other rule, regulation or act) of all residents, staff, contractors and visitors must be respected by all residents, staff, contractors and visitors.
- ⇒ All residents, staff, contractors and visitors will treat all residents, staff, contractors and visitors with respect, politeness and honesty.
- ⇒ If any resident, staff, contractor or visitor has an issue with the actions of any resident, staff, contractor or visitor this should be raised with Trust management and where appropriate will be resolved using the Trust's Complaints process.

5. FIRE PROTECTION POLICY

AIM: The potential impacts of fire are minimised for residents, staff and property.

POLICY:

- ⇒ Residents in the village live independently and if a fire occurs should ring the fire service on 111. Residents are responsible for their own safety and property.
- ⇒ Residents are advised of this as part of their induction and this information is included in the Village Handbook.
- ⇒ Fire protection of all buildings will comply with all relevant legislation, Building Codes and local authority regulations.
- ⇒ All village units will have, at a minimum, one smoke alarm fitted. The Trust will replace the batteries in the smoke alarms at least twice per year (close to the daylight saving changes).
- ⇒ All other buildings will have at least 1 smoke alarm fitted and fire extinguisher, which will be serviced annually.
- ⇒ Residents who report issues with their smoke alarms will initiate a prompt response.
- ⇒ As none of the Trusts' premises hold 100 people, an evacuation scheme is not required.
- ⇒ Under the respective Council requirements none of the Trust's facilities are required to have a building warrant of fitness.
- ⇒ Staff will be advised of these policies as part of their induction.
There is a designated and signed assembly point at each village and residents are advised of this in the Village Handbook.

6. EMERGENCY MANAGEMENT POLICY

AIM: The impact of an emergency on residents, staff and property is minimised.

POLICY:

- ⇒ Residents in the village live independently and are responsible for their own emergency management. In emergencies (health, safety, fire) then in the first instance residents should contact emergency services – dial 111
- ⇒ The Trust's villages are not specifically designed for people with disabilities, however they are single storey. Some have ramps, others have a minimum number of steps.
- ⇒ Handrails will be installed where appropriate and upon request.
- ⇒ A resident can request additional aids for access and disability. The Trust will endeavour to meet these requests where possible and practicable. (Process as per maintenance request procedure.)
- ⇒ Civil Defence emergencies (e.g. flood, earthquake, and tsunami) are managed by the appropriate area Council and residents need to follow any and all Civil Defence instructions.
- ⇒ Residents are responsible for holding recommended civil defence emergency packs, including food and water supplies.
- ⇒ Residents should turn off all electrical and gas appliances if an emergency is declared.
- ⇒ If residents are required to evacuate their residence, they must ensure they take adequate clothing and food and water to last at least 3 days, unless the nature of the emergency makes this impossible.

- ⇒ As soon as practicable following an emergency, a representative from the Trust will visit the village, ascertain what damage has occurred and immediately implement remedial actions.
- ⇒ There is a designated and signed assembly point at each village and residents are advised of this in the Village Handbook.

7. DAMAGED PROPERTY REINSTATEMENT

AIM: Damaged property is reinstated in an effective and efficient manner while minimising the impact on residents.

POLICY:

- ⇒ The Trust will hold comprehensive building replacement insurance for all buildings.
- ⇒ When any property is damaged the Trust will work with the insurance company to fully reinstate property as quickly as possible.
- ⇒ Where it is inappropriate for a resident to remain in damaged property, the Trust will provide alternative accommodation, which may be outside the village, until the resident's property is again safe to live in.
- ⇒ Residents are responsible for insuring their own contents and possessions, and organising replacement in the case of damage.
- ⇒ If Village property is damaged as the result of actions of a resident or their visitor, the resident is responsible for any insurance excess or other costs incurred by the Trust.

8. PROPERTY MAINTENANCE POLICY

AIM: To maintain and improve the age appropriateness of the Trust's property and units.

POLICY:

- ⇒ All Village property and equipment is maintained to economically maximise their use while remaining modern, practical and not compromising safety.
- ⇒ Where possible, core items of plant and property will be subject to a maintenance agreement with appropriate suppliers.
- ⇒ All property components and equipment will be maintained in accordance with manufacturers' recommendations and in a manner that ensures compliance with any external requirements, including compliance schedules and building warrants of fitness.
- ⇒ Maintenance of assets will be undertaken in a proactive manner to minimise reactive maintenance requirements.
- ⇒ Repairs and maintenance will be undertaken by suitably qualified trades' people.
- ⇒ Long term preventative maintenance of village assets will be funded from Trust reserves.
- ⇒ External painting of Villages is scheduled on a 5-7 year cycle subject to fund availability.

8a MAINTENANCE REQUEST PROCEDURE

- a) Residents will telephone (09 438 3109, or call into the Trust office (127 Bank Street) with any maintenance (building and grounds) issues or requests where they will be entered into the Trust's computer programme. The resident will be verbally advised who will be assigned the work. If the resident requires advance notification of when the job will be done this will be noted.

- b) The required contractor will be contacted immediately so they can schedule the work.
- c) If a job is urgent (for health and safety reasons) the appropriate contractor will be notified as soon as practical, regardless of the time of day or the day of the week.
- d) Any building maintenance job that is not able to be scheduled within 5 working days of notification will be discussed with the resident and a proposed date for the works identified.
- e) Where residents have asked for notification prior to building maintenance job commencement, the Contractor will be requested to contact them to arrange a mutually convenient time.
- f) When the job requested is the responsibility of the resident they will be notified of this prior to work commencing. Agreement will be made with the resident of the process for rectification and the charging process if required.
- g) When jobs are completed they will be signed off the computer system upon receipt of the invoice.
- h) The computer maintenance schedule will be regularly reviewed (at least 6 monthly) by the Trust administration to ensure jobs have been completed.
- i) Residents should refrain from instructing contractors directly or they may incur the cost of any work undertaken if it has not had prior approval from the Trust.
- j) Trust contractors will be encouraged to wear suitable identification when at the village.

9. PROPERTY REFURBISHMENT POLICY

AIM: All Village property is refurbished to a high standard in an economic manner and with the least impact on residents.

POLICY:

- ⇒ When Occupation Right Agreements are terminated, properties will be assessed for their need to be refurbished and/or upgraded which will be undertaken while properties are vacant prior to incoming residents taking occupation.
- ⇒ Additional refurbishment may be agreed by the Trust at the residents cost and undertaken under the Trust's supervision.
- ⇒ All refurbishment must be done with prior Trust approval by qualified professionals and/or preferred suppliers and warranted by those suppliers.
- ⇒ Residents are responsible for maintaining the upkeep during their occupation, at the Resident's cost, of the interior of the Unit, including internal and external window surfaces and any garage, in good, clean, tidy repair, order and condition. As a guide, it is expected that the interior decoration and carpets would be replaced at least once every ten years.
- ⇒ Residents may request to install heat pumps or make other alterations to units. However, all requests must be made in writing and approved by the Trust. If approval is given, it will be granted on the following basis:
 1. That the purchase and the installation are done at no cost to the Trust.
 2. That the work is undertaken by a professional installer, at no cost to the Trust.
 3. If/when the Unit is vacated, the Trust will not give any financial consideration for the additions/alterations, which need to remain with the Unit.

10. ACCOUNTS POLICY

AIM: Residents are aware of what they are paying for and what they owe to the Trust.

POLICY:

- ⇒ All charges to residents will be invoiced at least on a monthly basis in a format that complies with GST requirements and the Code of Practice.
- ⇒ Standard service charges will be set annually and advised to residents at least 60 days in advance of any change being effective.
- ⇒ Residents will be given the option to receive monthly invoices for standard service charges upon request.
- ⇒ Residents will be provided an invoice for all non-standard and discretionary charges.
- ⇒ Village residents will pay service (standard and discretionary) charges and accounts by monthly automatic payment, unless they choose a more frequent payment.

11. MEETINGS OF ORA RESIDENTS POLICY

AIM: ORA Residents are able to attend meetings as required and have one annual general meeting where correct meeting procedures will be followed.

POLICY:

- ⇒ Annually, within 6 months of the recently completed financial year, an annual general meeting for the ORA residents per village will be held so that ORA residents can consider the Trust's annual financial statements, any maintenance reports and/or any other relevant matters.
- ⇒ Special general meetings may be called at any time by the Trust at its discretion, because the law requires it, or because at least 10% of ORA residents have requested it.
- ⇒ At least 10 working days written notice and any relevant documents will be provided to residents for all annual and special general meetings.
- ⇒ An independent person (usually a Justice of the Peace) will be asked to attend these meetings. The meeting will be asked to elect a chair for all annual and special general meetings.
- ⇒ A record of attendance will be taken along with Minutes at all annual and special meetings and these will be circulated to all residents.
- ⇒ Annual and special general meetings will comply with all requirements of the retirement villages' legislation and the Northland District Masonic Trust Constitution.
- ⇒ The Trust may call informal meetings, for which attendance by residents is voluntary, at any time.
- ⇒ Residents will be provided contact information for the other residents within their village and Trust's office and management personnel.
- ⇒ Residents should contact the Trust office with any issues or concerns, and these will be responded to within a reasonable timeframe.

12. RESIDENTS PARTICIPATION IN DECISION MAKING

AIM: The Trust will consult with residents when making decisions that:

- may impact residents rights or alter the level of service available to residents, or
- may increase charges to residents above the level of annual inflation.

POLICY:

- ⇒ Residents will be provided with information regarding the changes being proposed and how these changes will impact them. This information will be provided in a timely manner to allow residents time to consider the changes before being required to comment on them.
- ⇒ The Trust will consider all responses from residents during consultation and make final decisions with an open mind. The final decision may be contrary to some of the resident's responses.
- ⇒ The Trust will communicate the final decision and the reasoning behind it to all residents consulted.

13. RESIDENTS COMMITTEE

In the past the Trust has asked the residents if they would like to have a residents committee and the residents declined. At this stage there are no Residents Committees at the Trust's villages.

14. TRANSFERS

AIM: The Trust prefers not to transfer residents within a Village unless there are extenuating circumstances to do so.

POLICY:

- ⇒ The Trust has a preference not to transfer residents between villages but will consider requests on a case by case basis.
- ⇒ If a resident wishes to have a request for transfer considered, they need to notify the Trust in writing, explaining in full the reasons for their request.
- ⇒ All requests will be referred to the Trust Executive for consideration and residents will be notified in writing of the Executive's decision. The Executive has the right to refuse any request without giving a reason for such refusal.

15. COMMUNICATION POLICY

AIM: The Trust aims to have open two-way communication with residents.

POLICY:

- ⇒ The Trust will provide a written copy of its Village Handbook containing the Policies and Procedures, to all residents at occupation.
- ⇒ The Trust will provide written or verbal information to residents as and when required.
- ⇒ All written communications will be printed in an appropriate, easy to read font.
- ⇒ All staff working with Village residents will have been chosen at recruitment stage based on their understanding of the age group they will be working with so they therefore understand the needs of effective communication for the elderly.
- ⇒ Residents will be expected to advise Trust staff should they have any disability or language barrier whatever the case is that may affect this policy.
- ⇒ Signs will be used as appropriate for residents to have access to all information as required.
- ⇒ The Trust communicates formally at the occupational rights agreement residents' annual general meeting each year.

- ⇒ The Trust has assessed that other information/communication will happen as and when required in writing.
- ⇒ The Trust and/or its staff will not act as a representative of a resident.
- ⇒ Residents will receive in a timely manner a written copy of any or all of the Trust's policies and procedures on request.
- ⇒ Trust policies and procedures will be available on the Trust's website.

16. RESIDENT INDUCTION PROCEDURE

AIM: Residents are welcomed into the village and have a full understanding of information provided to them related to the Trust and them residing at one of the Trust's villages.

PROCEDURE:

- ⇒ Prior to occupation the resident will have been issued with a full disclosure document.
- ⇒ Within one week of moving to the Village the resident will receive a copy of the Trust's Village handbook containing the Policies and Procedures, Complaints Policy and Process, a copy of the Retirement Villages Code of Practice along with a calendar containing the contact numbers for the Trust.
- ⇒ The Village handbook will include a list of the other Village residents and their contact telephone numbers.
- ⇒ Within 1 month of taking residence in the village, new residents will be contacted by a representative of management to ensure they have settled in, received the above information and to check if they have any questions or concerns. A checklist confirming this will be put in the resident's records.

17. COMPLAINTS POLICY

AIM: The Trust strives to deliver a high standard of service. If a resident has a complaint, the Trust wants to know about it so it can be resolved. The following is the Trust's policy and procedures for dealing with complaints concerning us, our staff, the Village, another resident or any other matter that the resident wants to raise.

RESIDENTS' RIGHTS:

- ⇒ All residents have the right to ask the Trust – (09) 438 3109 or P O Box 8, Whangarei – for information about their rights.
- ⇒ All residents have the right to raise Complaints and receive a response within a reasonable time. (Right 4 – Code of Residents' Rights)
- ⇒ All residents have the right to a speedy and efficient process for resolving any disputes they have with us or with other residents. (Right 5 – Code of Residents' Rights)
- ⇒ All residents have the right to have a support person represent them in their dealings with us or other residents. (Right 6 – Code of Residents' Rights)
- ⇒ All residents have the right to be treated with courtesy and respect. (Right 7 Code of Residents' Rights)
- ⇒ If the complaint is about the resident's occupational right agreement, any proposed action on the complaint will be suspended until the complaint is resolved. However, if the Trust deems that the proposed action is in the best interests of the Village as a community, it may proceed with the proposed action.

- ⇒ Nothing in this policy limits your right to contact the Retirement Commissioner, Registrar of Retirement Villages or any other person at any time as an alternative or in addition to making a Formal Complaint, or regarding any alleged breach of the Code of Residents' Rights. You may exercise this right by contacting the Registrar of Retirement Villages or Retirement Commissioner directly.

Registrar of Retirement Villages:

Phone: 0800 268 269 (Toll Free within New Zealand) or (03) 962 2602
Website: www.retirementvillages.govt.nz
Address: Registrar of Retirement Villages
Northern Business Centre
Private Bag 92061, Auckland Mail Centre
Auckland 1142

Retirement Commissioner:

Phone: (09) 356 0052
Address: Level 3,
108 Quay Street
Auckland 1010
Postal Address: PO Box 106-056
Auckland City 1143
Email: office@cffc.org.nz

ISSUES & CONCERNS PROCEDURE

- ⇒ An issue or concern may be raised at any time with the Trust's CEO (Malcolm McKerrrow 09 438 3109 or 027 4370 600).
- ⇒ Issues or concerns can be raised in writing or verbally. The issue or concern will be noted or recorded in writing as soon as practical.
- ⇒ Issues or concerns will be responded to within a reasonable time. If a response is unable to be given within 20 Working Days of the date raised the Trust will contact the resident to explain what progress has been made and when a final response might be expected.
- ⇒ Once any required investigation of the issue or concern has been completed, the Trust will provide written advice of the outcome.
- ⇒ If the Trust's response or the progress towards resolution is considered to be unsatisfactory, the resident may choose to raise a Formal Complaint.

FORMAL COMPLAINTS POLICY

- ⇒ Residents have the right to make a Formal Complaint about the Trust, its staff, the Village, other residents or any other matter. Before commencing the Formal Complaints Resolution Procedure residents may wish to:
- raise the matter as an issue or concern as set out above;
 - talk to the Registrar of Retirement Villages and/or the Retirement Commissioner about wishing to make a Formal Complaint.

FORMAL COMPLAINTS PROCEDURE

- ⇒ A Formal Complaint must be in writing, signed and dated. Formal Complaints must be given to the CEO of the Trust.
- ⇒ The Complaint may be written by the resident, their personal representative, or a support person authorised in writing by the resident to write the Complaint.

- ⇒ A register is kept of all Formal Complaints and information including the number, type and outcome of Formal Complaints is reported to the Retirement Commissioner every six months. No personal information will be disclosed without consent unless required by law.

RESOLUTION PROCEDURE

- ⇒ Every Formal Complaint will be acknowledged within 5 Working Days of receipt. This acknowledgement will include the process and timeframe for resolving the Formal Complaint. The Trust will endeavour to resolve the Formal Complaint within 20 Working Days from the date of receipt and will keep the resident informed of progress.
- ⇒ If the Formal Complaint is not able to be resolved within 20 Working Days the resident will be advised of the progress and the reason for the delay. Regular progress updates will be given.
- ⇒ If any proposed action by the Trust is the subject of the Formal Complaint, the Trust will advise whether or not taking that action will be suspended until the Formal Complaint is resolved. However, if the Trust deems that the proposed action is in the best interests of the Village as a community, it may proceed with the proposed action while the Formal Complaint is being resolved.

17.1 *Mediation*

- ⇒ If the Formal Complaint has not been resolved within 20 Working Days the option of mediation with an independent mediator may be offered. The mediator must be either a member of an alternative dispute resolution agency which is approved by the Retirement Commissioner and listed on the Retirement Commissioner's website or alternatively the parties have the option to agree on another independent third party.
- ⇒ If the parties agree on a mediator we will refer the Formal Complaint to that person. If the parties cannot agree on a mediator within 5 Working Days the Retirement Commissioner will be asked to select one who will be engaged.
- ⇒ Each party is responsible for their own costs in preparing for mediation. If the Formal Complaint is about the Trust, or its staff, the Trust will pay the mediator's costs. If the Formal Complaint is between residents the mediator's costs will be divided evenly between each party.

17.2 *Unresolved Formal Complaints*

- ⇒ The above process does not prevent the resident at any time after 20 Working Days of the Formal Complaint being received, from issuing a dispute notice. The right to issue a dispute notice is subject to the terms set out in the Retirement Villages Act 2003.
- ⇒ A dispute notice may also be issued if a Formal Complaint has not been resolved through the mediation process.

17.3 *Recording Resolution of Formal Complaints*

- ⇒ If the Formal Complaint is resolved by agreement or following mediation the Trust will:
- Record the resolution in writing including the reason for the decision and a statement that no party affected is bound by this decision
 - State what actions, if any, will be taken, who is responsible for taking that action, and the timeframe for the action to be completed;
 - Set out the terms of any agreement about costs and any other terms;
 - Arrange for the resolution to be signed and dated by all parties; and
 - Provide a copy to all parties.

DISPUTES PANEL

- ⇒ Residents are encouraged to take advantage of all steps set out in the Formal Complaint Resolution Procedure prior to giving a dispute notice. However, nothing in this policy limits their right to give a dispute notice at any time permitted by the Retirement Villages Act 2003 or the right of the parties to agree to mediation at any time during a dispute panel process.
- ⇒ Where there is an unresolved Formal Complaint, a dispute notice may be given at any time between 20 Working Days and 6 months after the date the Formal Complaint was received (or such later time by agreement of all parties).
- ⇒ Not all Formal Complaints are able to be referred to a disputes panel for resolution. A dispute notice for a Formal Complaint may be given if it relates to any of the following:
 - a decision by the Trust which affects ORA occupation or access to services or facilities.
 - a decision to change the charges paid under an ORA agreement for outgoings, services or facilities.
 - the charges or deductions made when vacating the Village.
 - an allegation that the Trust has breached the Code of Residents' Rights or Code of Practice.
 - a dispute between residents or guests of another resident which affects occupation rights.
- ⇒ A dispute notice must:
 - be in writing;
 - identify the decision or decisions, or matters, in respect of which it is made;
 - identify the person or persons in respect of whom it is made, if not us;
 - state the grounds on which it is made; and
 - state the efforts that have been made to resolve the dispute.
- ⇒ A disputes panel will be appointed within 20 Working Days after the date the notice is given. Consultation will occur before appointing the disputes panel. All members of the disputes panel will be selected from those named on the Retirement Commissioner's list of disputes panellists.
- ⇒ If the disputes panel considers that it needs more information about the issues of the dispute it can ask the party who issued the dispute notice to provide this, in writing and within a specified time. The other party may reply, or be required by the dispute panel to reply, to the dispute notice.
- ⇒ Before the hearing, the disputes panel will consult with all of the dispute parties on the most appropriate procedure for resolving the dispute. It will ensure that each party has the opportunity to comment on any view or any matter given by the other party during the consultation time. The panel will then set an agreed time and place for the hearing. As a general rule all hearings are to be public with the proceedings and decision published. However, the panel may decide whether any part of the hearing will be heard in private or not published.
- ⇒ The disputes panel may decide that a dispute should be heard by a court of law instead and refer it to the nearest District Court. A disputes panel can also refuse to hear a dispute if it considers it to be frivolous or vexatious or an abuse of process.
- ⇒ At a disputes panel hearing all parties can give evidence, cross-examine and re-examine witnesses. The disputes panel can amend an occupation right agreement, order compliance with an occupation right agreement or the Code of Practice, or order payment or refund of an amount in dispute.

- ⇒ When a decision has been made, the disputes panel must record its findings in writing and give each party, the Village, and the Retirement Commissioner a copy. The decision is binding on all parties.
- ⇒ The disputes panel can make an award of costs and expenses. This might require a party to the dispute to pay all or some of the costs of the disputes panel and/or the other party.

Please note: This is an overview of the process only, for full details please consult Part 4 of the Retirement Villages Act 2003 and the Retirement Villages (Disputes Panel) Regulations 2006.

18 TERMINATION OF AN OCCUPATIONAL RIGHT AGREEMENT

AIM: The Trust makes several favourable concessions from the normal industry standards with respect to Occupational Rights Units. For example, The Trust guarantees that it will purchase a departing Resident's interest in their Unit within an agreed timeframe. Furthermore, the Weekly Levy stops at the end of the two month Notice Period (where applicable) even if the Unit is not yet on-sold and continues to be vacant.

- ⇒ A resident may terminate their occupational right agreement at any time for any reason.
- ⇒ Notice is required in accordance with the resident's occupational right agreement.
- ⇒ If no notice period is specified, the resident must give the Trust at least one month's notice in writing.

19 REVIEW OF POLICIES & PROCEDURES

- ⇒ These Policies and Procedures will be monitored and reviewed on an annual basis or if/when there are changes to legislation that may impact on the way the Trust operates.
- ⇒ In the event of any change to the policies, procedures and systems in way that will or may have a material impact on residents' occupancy or their ability to pay for services and facilities in their village, the Trust will notify affected residents in writing before effecting any change.
- ⇒ Updates and/or changes to these Policies and Procedures will be provided to residents in writing a timely manner following any change.

20 DEFINITIONS

- "**Code of Practice**" means the Code of Practice approved by the Minister under section 89 of the Retirement Villages Act, as updated, amended or replaced from time to time.
- "**Complaint**" includes any issue or concern or Formal Complaint.
- "**Formal Complaint**" means a written complaint made by a resident or former resident in accordance with part 7 of this policy relating to us, our staff, the Village, another resident or any other matter that the resident wants to raise.
- "**former resident**" means a person who was a resident, or a representative of that former resident, of the Village and whose occupation right agreement has since terminated.
- "**resident**" means any of the following:
 - (a) a person who has entered into an occupation right agreement with us in relation to the Village
 - (b) a person who under an occupation right agreement is, for the time being, entitled to occupy a residential unit within the Village, whether or not the agreement is made with that person or some other person; or
 - (c) if the occupation right agreement provides, or with our consent, the spouse, civil union partner, or de facto partner of the person referred to in paragraph (b) who is occupying the residential unit with that person, or after that person's death or departure from the Village.
- "**Village**" means the relevant Masonic Village operated by us.
- "**Working Day**" has the same meaning as set out in the Code of Practice.