



RESIDENT FUNDED
RETIREMENT VILLAGE
INFORMATION PACKAGE
(Independent Living Units – ILU's)

1 Victor Street
Chatswood NSW 2067
Phone (02) 9419 3000

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WELCOME TO DOUGHERTY APARTMENTS

Dear Prospective Residents, relatives and friends,

I invite you to carefully read this information package to assist you in making a decision as to whether you decide to become a resident at Dougherty.

Moving from your family home or unit into Dougherty Apartments or, indeed, any retirement village, is one of the most important decisions of your life, one not to be taken lightly, and I hope the information in this package will help you feel comfortable in making your decision.

Dougherty is committed to providing a safe, happy and caring environment to all people who live and work within the organization. It is a quality focused organization continually looking to improve the standard of its care and accommodation and services provided. Part of Dougherty's philosophy is to promote, encourage and maintain our residents' independence, including their links with the community, for as long as practicable. This is achieved by good communication between staff, residents, relatives and friends.

Residents and their families are encouraged to participate in the decision making of all elements of their life within Dougherty Apartments. Every resident's right to exercise freedom of choice will be recognized and respected, whenever this does not impinge on the rights of others. At Dougherty we strive to make our residents and visitors feel most welcome and at home.

For any further enquiries that may not be covered by this information pack, please do not hesitate to come in or call Kerrie Bradford on (02) 9419 3000. If you wish to email Kerrie, her address is: K.Bradford@doughertyapartments.org. Our website is located at www.doughertyapartments.org for any further information you may require.

Kelvin Neave
Chief Executive Officer

FOR YOUR INFORMATION

OVERVIEW

Dougherty Apartments is a retirement village and aged care facility that provides quality accommodation and care and is located on the fringe of the Chatswood CBD. It is a secure facility with entry controlled by security swipe card, with intercoms in each unit connected to the ground floor entry via a visual display panel. Twenty-four (24) hour emergency care services are provided to all residents.

Dougherty has an enviable reputation in the industry for providing a high standard of accommodation and care.

HISTORY OF DOUGHERTY APARTMENTS

Dougherty Apartments was the vision of an ex-Mayor of Willoughby, Mr. Bob Dougherty. He and his wife Win worked tirelessly for the aged population in the local Chatswood area. His vision was to have a facility where aged people, including the socially and financially disadvantaged, could reside in Chatswood.

Willoughby Council owned and donated the land upon which Dougherty now stands, and the NSW Land and Housing Corporation (Dept of Housing) constructed the building on the proviso that public housing units would be available for rental for their tenants. Department of Housing tenants are carefully selected and placed by the Department after they have satisfied standard pre-qualification requirements for public housing provision.

Dougherty Apartments was officially opened on 5th August 1989. Dougherty's legal structure is as a charitable company limited by guarantee – 'Dougherty Apartments Retirement Housing Project'.

PHYSICAL DESCRIPTION

Dougherty Apartments is situated at 1 Victor Street Chatswood NSW. The complex comprises a total of 151 residential units, together with associated support facilities, housed in a nine (9) level complex, with secure basement car parking spaces. Our independent living units (ILU's) are located on ground level, and levels 3 to 8.

The current configuration of units within the building is as follows: -

15 x	Resident Funded 1 bedroom ILU's
28 x	Resident Funded 2 bedroom ILU's
1 x	Resident Funded 3 bedroom ILU
37 x	Public Funded 1 bedroom ILU's (Department of Housing)
70 x	Residential Care (assisted care living) Units

151 **TOTAL UNITS**

On Level 1, there is a large roof garden available to all residents and their families and friends. There is also an internet facility on Level 5 which allows residents to access the internet and email facilities.

Dougherty Apartments is two (2) blocks away from the Chatswood bus/rail interchange and one (1) block away from Chatswood CBD, Westfield Shopping Complex, cinemas and various sporting and social clubs. It is also immediately opposite beautiful Chatswood Oval. Chatswood Chase is approximately 10 to 15 minutes walking distance away.

PROFILE OF OUR RESIDENTS

The minimum age of entry into Dougherty Apartments is 55 years. The average age of our residents is about 80 years. Currently, about 30% of our total resident population is from a non-English speaking background.

Many of our residents are still active members of our local community, and Dougherty's philosophy is to encourage residents to maintain their independence, including their social links with the community, for as long as possible. This is made easier by the close proximity to transport and the Dougherty Community Centre adjacent. The Dougherty Community Centre, a community facility of the Willoughby City Council, is a social, recreational, cultural and community Centre which has a busy activities schedule and is open to all members of the community. It also has a community dining room from which lunch, and both morning and afternoon teas can be purchased Monday to Friday.

Dougherty has an active independent living residents committee which represents the wider resident population at Dougherty and views of the residents to management and meets monthly. The Committee also arranges social functions such as in-house social activities for the residents, including church services, a monthly 'Happy Hour', afternoon teas and in-house concerts and get togethers.

COSTS, CHARGES AND GENERAL INFORMATION

Note: This information is correct as of 1ST August, 2023

The Retirement Villages Act 1999 and Retirement Villages Regulations 2009 require information to be given to a prospective resident prior to entering into a contract. This information is as follows: -

1. A LIST OF ALL COSTS PAYABLE BY THE PROSPECTIVE RESIDENT TO ENTER THE APARTMENTS.

Costs payable to third parties:

- Any cost incurred by the prospective resident in seeking his or her separate legal advice relating to the residency contract is the responsibility of the prospective resident.
- The cost of personal insurance to cover contents of the unit and personal liability, if required by the resident (however, Dougherty's Industrial Special Risks insurance policy covers the 1st \$5,000 of residents' property).
- The cost of furniture and furnishings to be brought into the unit by the prospective resident, unless there is an item to be provided by Dougherty Apartments and, in that event, the details are shown in Schedule 1 in this document.
- The cost of usage of telephone, electricity and gas in the unit is the responsibility of the prospective resident. Prospective residents or a family member are responsible for organising their selected utilities company for connection of appliances and pre-reading of meters.

There are no gas appliances in the unit. However, the hot water for Dougherty Apartments is supplied by gas fired boiler. Each independent living unit has an individual gas usage meter for hot water consumption. Upon occupation and vacation of the unit, the utilities company must read this meter. Residents are required to contact the gas company and are responsible for payment of their own accounts.

1.2 ***Costs payable to the Board of Dougherty Apartments***

- Upon sale of your unit, a deferred management fee (retention) of:

Year 1 – 11%

Year 2 – 6%

Year 3 – 5%

Year 4 – 4%

Year 5 – 4%

Total – 30%

your entry contribution and any other costs as set out in the lease, sub leases and agreements and which should be discussed with your solicitor.

- A car space in basement security parking (optional – limited spaces only) can be purchased. A package purchase arrangement can be made in association with the purchase of your unit. The same deferred management fee applies as stated above.

2. A LIST OR PERIODICAL CHARGES OR FEES PAYABLE BY A RESIDENT & THE METHOD OF DETERMINING ANY VARIATION

The current maintenance charges per calendar month are as per below: -

1 bedroom unit \$675.00

2 bedroom unit \$817.00

3 bedroom unit \$849.00

These charges are subject to annual review when necessary to cover increases in operational expenses. The philosophy of the Board of Directors at Dougherty is to keep cost increases to a minimum wherever possible. In normal circumstances, maintenance fee increases are limited to the Consumer Price Index (CPI) increases each year.

The method of determining any variation is by the Board reviewing actual expenditure against budget, projecting expenditure for the next period and adjusting the fees appropriately, at all times with the above cost minimization philosophy in mind. A budget meeting is held with the independent living unit residents annually in April to present the ensuing year's operational budget and set the recurrent maintenance fees for residents. All incoming residents must agree to pay their recurrent maintenance charges fee by electronic funds transfer (EFT) from their bank accounts – this will be arranged by the office staff at Dougherty. This system of payment of fees by EFT has been in operation at Dougherty for some time now and is a worry-free method of paying your accommodation fees.

3. A LIST OF SERVICES PROVIDED FOR FEES

The recurrent charges are determined so that the total of fees covers operational expenses for the units, including the following: -

3.1 Emergency Call System.

3.2 Security Access system.

3.3 Resident Care Staff on duty 24/7. During the 9pm to 7am period, overnight staff are available for emergency callouts.

3.4 Post-hospital stay - the provision of meals for a period of 14 days if required.

3.5 Maintenance of the items specified in Schedule No. 1 to this document (including the replacement of light globes) is carried out as required.

- 3.6 Rates and taxes levied on the building e.g. council rates, water rates etc.
- 3.7 Building Insurance to cover the risks that management deems necessary e.g. insurance to cover the damage to building contents and Public Liability.
- 3.8 Ongoing maintenance and repairs required for the building including common areas and building services e.g. lifts, mechanical ventilation and security systems, cleaning of common areas and upkeep of the grounds and gardens.
- 3.09 Costs of utility services to common areas e.g. electricity for power, lights, ventilation etc.
- 3.10 Maintenance of passenger lifts within the building.
- 3.11 Pest control expenses relating to common areas of the building.
- 3.12 Depreciation of plant and equipment.
- 3.13 Costs of Administration, Resident Care and Maintenance staff.
- 3.14 Other expenses which relate to the effective operation of the management of the facility and the care of the residents.

4. SERVICES NOT INCLUDED IN FEES

- Meals. However, lunch, morning and afternoon teas are available at a reasonable cost (not weekends) in the adjacent Dougherty Community Centre (DCC), and also a Meals on Wheels Service operates out of the DCC as arranged by the resident.
- Weekly General Practitioner Clinic.
- A hairdresser is available on Wednesdays in the Level 3 hairdressing salon at a reasonable cost.
- Social activities which are organized by the Independent Living Unit Residents Committee (however most are at nominal cost).
- Services and activities which are conducted in the adjacent Dougherty Community Centre.

5. COSTS ASSOCIATED WITH MOVING FROM INDEPENDENT LIVING TO ASSISTED RESIDENTIAL CARE

A direct move from independent living to residential care is possible in accordance with your care needs and only if there is a vacancy at the time of need (but not guaranteed). Where it is appropriate for a resident of an independent living unit to move into an assisted residential care unit within Dougherty, individual negotiations are undertaken with both the prospective incoming resident and their family, with consideration being given to the care needs and costs at the time. The residency contract (be it lease or loan / licence) of the independent living unit is terminated and usually the net payout from the independent living unit entry contribution is transferred to the Residential Aged Care Facility as the residents RAD or RAC (for details please see; My Aged Care Web Site - <https://www.myagedcare.gov.au>) and a new residential care residency agreement is then entered into, setting out all provisions relevant to residential care accommodation.

6. A DETAILED BUDGET INCLUDING ANY PROVISIONS FOR THE FUTURE MAINTENANCE OF THE VILLAGE FOR THE CURRENT FINANCIAL YEAR

The current financial year's detailed budget is available upon request.

7. A COPY OF THE SCHEDULE "A" TO THE CODE CONTAINING WRITTEN ANSWERS TO THE QUESTIONS SET OUT IN THE SCHEDULE

The current Code Schedule "A" answers are attached as Schedule No. 2 to this document.

SCHEDULE 1

INDEPENDENT LIVING UNITS: WHAT IS SUPPLIED

The following items are included in the one (1) two (2) and (3) three bedroom units:-

- * Built in mirrored wardrobe in the bedroom(s).
- * Curtain Liners in bedroom(s) and living room.
- * Floor covering:
 - linoleum in kitchen.
 - slip resistant floor tiles in bathroom/laundry.
 - carpet in the bedroom/s and living room (carpet color schemes have already been selected).
- * An all-electric kitchen with wall oven, four (4) element cook top and range hood cover, single draw dishwasher.
- * Light fittings.
- * Emergency Nurse Call system (connected to staff in Aged Care Residential Facility).
- * Security intercom to main front door of the building.
- * Smoke detectors within the unit (connected to fire alarm panel, connected to NSWFB)
- * Loudspeaker for emergency and special announcements.
- * Telephone outlet and TV antenna connection.
- * Fly screens on windows.

Also on each floor there is:-

- * A common usage lounge room.
- * A common usage clothes drying room.
- * A common usage storeroom (key held by management).

SCHEDULE 2

CODE OF PRACTICE - SCHEDULE A

Questions to be answered by the Management of Dougherty Apartments:-

1. **Does a prospective resident have to supply a medical certificate or report to certify the resident's ability to live independently: -**

Prospective independent living unit residents will be requested to supply a medical statement to the management of Dougherty Apartments before entering into independent living. This medical statement should certify the ability of the prospective independent living resident(s) to live independently.

2. **Does a resident have to provide documentation of their medical condition and medication? If so, who will have access to it: -**

Residents are required to provide certain healthcare information on their current medical condition, medications and allergies.

This information is confidential and access is restricted only to those persons required to provide emergency care and treatment i.e. Care staff and Emergency Medical Professionals and Ambulances.

3. **What restrictions are there on a resident in the use of the unit and the apartments facilities with regards to the following: -**

- 3.1 having someone else live with the resident; or
- 3.2 having visitors, including overnight or short stay guests; or
- 3.3 car parking; or
- 3.4 pets; or
- 3.5 other restrictions:

Residents are restricted in accordance with the Rules and Information as set out in the Village Rules, which are included in the Dougherty ILU's Information package.

4. **If a resident leaves the Apartments for any reason, for how long do any of the following charges continue to apply: -**

- 4.1 occupancy charges; or
- 4.2 care charges; or
- 4.3 other charges (specify):

When an independent living resident vacates Dougherty, the recurrent maintenance fee and deferred management fee (retention) liability ceases when the unit is fully emptied and the keys are handed back to Dougherty.

5. Are any of the following charges decreased on departure or death of a spouse or cohabitant of a unit, or increased by an additional occupant: -

- 5.1 occupancy charges; or
- 5.2 care charges; or
- 5.3 other charges (specify):

Charges are not decreased on departure of a spouse or cohabitant of a unit, except as set out as in 4 above.

6. What type of public, private or village transport is there and when is it available to residents: -

Dougherty Apartments provides a very limited transport service for residents. Residents should be aware that they need to organise their own transport e.g. taxi to their doctor, the hospital or specialist.

Dougherty Apartments is situated very closely to the Chatswood Bus / Rail Interchange. From there, public transport (trains, buses) is available to the Royal North Shore Hospital, the North Shore, the Northern beaches as well as the City and metropolitan area. Taxi ranks are also located close by.

7. If the unit is still under construction, does the resident have a say in the design, construction, finishing or furnishing of the unit? If the unit is already constructed, does the resident have an unrestricted right to alter existing fixture or fittings or to add new fixtures or fittings: -

No units at Dougherty Apartments are still under construction.

The resident does not have the right to alter fixture and fittings without the approval of management.

8. Can a resident's contract be terminated? Under what conditions? (the conditions must include the procedures to be followed under the Retirement Villages Act 1999): -

Basically, a resident's contract can only be terminated in accordance with the conditions for termination under Part 9 of the *Retirement Villages Act 1999*, or by death or abandonment.

The Boards power to terminate the contract is set out in Schedule 11 of the Standard Conditions.

Inter alia, under the *Retirement Villages Act 1999*, the resident's contract may be terminated if: -

- the resident's physical and/or mental health is such as to make the residential premises unsuitable for occupancy by the resident;
- the resident breaches the resident's contract or residents village rules and fails to rectify the breach;

- the resident has intentionally or recklessly caused or permitted or is likely to cause or permit serious damage to the residential premises or any part of the village or injury to the operator or employee of the operator or to another resident.

9. Can a resident move from one area of the Apartments to another, and if so, under what circumstances: -

A direct move is not possible. Where it is appropriate for a resident of an Aged Care Residential Facility unit to move to another Aged Care Residential Facility unit or an independent living unit operated by Dougherty, individual negotiations are undertaken with consideration being given to the costs and care needs current at that time. A new residency contract is then entered into, setting out all the conditions relevant to the Residential Care or the Independent Living Unit.

10. What arrangements exist for residents to participate in the management of the Apartments? What are the arrangements for residents to be involved in making facility rules and setting fees and charges:-

There are ways in which Dougherty's residents may participate in the management of the Apartments: -

10.1 Residents Committee: the Independent Living Residents Committee usually meets monthly or as required. This Committee deals with issues facing the residents, the building and/or with social and recreational matters.

The draft budget which includes setting of fees and charges is presented to the Chairman or Secretary / Treasurer of the Residents Committee annually for discussion and approval by the residents. The major management issues are discussed with the Chairman for residents information and input, and matters that arise from the meeting are brought to the Chief Executive Officer for appropriate action.

As well as management of the Apartments, other matters are raised in these meetings, e.g Village Rules etc.

10.2 Any matter of an urgent nature or which requires a special meeting may be arranged through the Residents Committee.

11. Has Management and Residents agreed on a dispute settlement process for the Apartments? Is a copy of the dispute committee charter available on request:-

Disputes settlement provisions are included in the Retirement Villages Act 1999. In the first instance, the settlement of all disputes must be attempted internally. The Aged Care Rights Service is available to all residents for advice in these situations.

12. What protection does a resident have against loss of rights (including accommodation rights) if the Apartments are sold to another organization:-

In the case of any future sale of the Apartments to another aged care operator, the finalization of sale would be conditional on the ongoing provision of accommodation rights to existing residents in Dougherty.

13. Can residents be made liable for any additional or extraordinary charges, and if so, for what purposes:-

All fees and/or any additional or extraordinary charges are as laid out in the Costs, Charges, Fees, Services and Information section.

14. What provisions are made for infrequent items of expenditure such as long term maintenance, major repairs to building and capital replacement items? What conditions are made towards this expense by residents and management in relation to:-

- 14.1 common area; or
- 14.2 individual units:

Independent Living Units and common areas will be painted and re-carpeted every ten (10) years if not in a serviceable condition. There is a long term maintenance plan for which funds are set aside from exit fees as well as infrequent items of expenditure for new building works and equipment.

15. Are there any restrictions on the resident on the sale of their unit:-

For independent living residents, the transfer of the units is to be negotiated only through Dougherty Apartments Management. In the case of a loan/licence agreement (all new residents enter into these agreements), Dougherty purchases these units back from the outgoing resident, as required under the Act, within 6 months of permanent vacation unless a resale is affected earlier, at the ingoing contribution LESS deferred management fees applicable at the date of departure. Departing independent living unit residents are not entitled to any capital gains on the resale of their unit.

16. How much of the money paid for entry to the Apartments, will the resident (or their Estate) receive back when the resident leaves: -

- 17.1 If the next resident's capital contribution is the same as that which the residents made; or
- 17.2 If the resident's capital contribution is more than that which the resident made; or
- 17.3 If the next resident's capital contribution is less than that which the resident made:

An example of a calculation of net payout on departure is set out in Schedule 4 of this document. Retentions (or deferred management fees) are deducted, on departure, from the entry contribution paid by the outgoing resident, in accordance with the rate set out in 1.2 on Page 5. No capital gains apply to units sold after 1999 under loan / licence residency agreements.

17. Elder Abuse Policy – copy on noticeboard on the ground floor:

- At Dougherty we believe that all people, including all older people, have the right to be treated with dignity and respect, and to live without exploitation, abuse or neglect. We are committed to providing a safe and quality care environment for our residents and to be doing our part in working towards a society where elder abuse does not occur.
- To achieve this, we will put in place policies, procedures and systems aimed at preventing abuse and for responding appropriately, upholding the rights of the victim,

and in accordance with all relevant laws, best practice guidelines and Dougherty values, should it occur.

- Elder abuse is never acceptable. All instances of abuse are unethical. Many instances of abuse are also criminal and where this is the case, they will be treated as a crime and appropriate legal remedies and protections offered.
- Dougherty promotes a culture of openness and cultural safety where residents, their families, all staff and other stakeholders are able to raise concerns regarding actual or potential resident elder abuse and those concerns will be dealt with promptly and sensitively and without any fear of reprisals or victimization.

18. What trustees (if any) are appointed by the management and what are their responsibilities? What, if any, connection do they have with management? Do residents contribute to the cost of the trustee? If so, what is the contribution:

The members of the Board of Directors of Dougherty Apartments are all appointed trustees to the residents. The Board consists of representatives from Willoughby City Council, and the NSW Department of Housing. The Board members receive no remuneration for their services.

19. What is the background and relevant experience of Dougherty Apartments senior management: -

The **Chief Executive Officer** of Dougherty Apartments, **Kelvin Neave**, joins us with more than 35 years of working in the Healthcare sector in both Hospital and Aged care settings, with the last 15 years specifically in Aged Care. Kelvin has been specifically involved in the Aged Care Residential and Retirement Living areas during this period. Most of this period was with the Salvation Army in their Aged Care areas where he was managing two large complexes and managing project deliverables across their many sites throughout the Eastern seaboard, along with Head Office Management roles. More recently before joining Dougherty he was the Executive Director for almost 3 years at Juliana Village in Miranda for their Aged Care and Retirement Living standalone complex. Kelvin also brings to this role experience from the Procurement and supply chain management arena. These roles incorporated responsibilities in the Australia, New Zealand and Pacific Island countries within the Healthcare, Justice and Immigration areas. Kelvin is extremely passionate about the Aged Care Industry and in the delivery of operational and clinical outcomes that provide all that our residents need to enjoy living with us in our community here at Dougherty Apartments.

The **Residential Manager** of Dougherty Apartments is Ellie Hwang. Ellie has 11 years of Nursing in her background, including 5 years of nursing management experience. She is very pleased to be here at Dougherty Apartments, where she says, "the passion and warms hearts are." With her passion to be contributing her knowledge and skills to Dougherty Apartments Care and Services, Ellie is always keen to be building great relationships with the residents, families, and staff.

The **Finance Manager** of Dougherty Apartments, **Andrea Pozzi** comes from a varied background, starting her career in accounting as a Cadet at St George Building Society, then moving to a legal firm, a hospital, a recruitment agency and an Architect firm. Finally ending in Aged Care which she has been in, in the last 11 years. She did have aspirations of being an Architect or a maths teacher but was convinced by her maths teacher to be an Accountant

instead. Accounting can at times seem to be without meaning or purpose but it's the industry that you work in which gives you meaning, and the aged care industry does that. Andrea loves life and everything in it especially her family and does wish she could travel more with them and see this glorious planet.

The **Administration Coordinator** of Dougherty Apartments, **Kerrie Bradford**, has been part of the Dougherty team since February 2012. Kerrie has risen to the coordinator role and is extremely dedicated to ensuring all our residents' needs are considered and met in a timely manner. She has 3 adult daughters and 2 grandchildren and in her spare time enjoys playing competitive and social tennis, walking, reading, and spending time with her family.

The **Hotel Services Manager** of Dougherty Apartments, **Graeme O'Beirne** has many years' experience in the hospitality industry having worked in the Royal Australian Navy and Hospitals on the South Coast of NSW and southern suburbs of Sydney. He has recently moved into a new role at Dougherty of Hotel Services manager which includes the kitchen operations as well as logistics and maintenance. His experience in hospitality and previous experience in hospital operations has him in good stead to carry out this new title which is a challenging and rewarding role within Dougherty.

The Board of Directors is comprised of experienced professionals with years of experience in their respective work fields and who are vitally interested in continuing the quality services provided by Dougherty Apartments.

SCHEDULE 3

RULES AND INFORMATION OF DOUGHERTY APARTMENTS

Refer also to copy of Village Rules attached

1. COMMON AREAS

- 1.1 Residents are not to obstruct use of the common areas by any object.
- 1.2 No goods, furniture etc are to be left in any hallway or stairway.
- 1.3 Residents are not to mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common areas without prior approval in writing to the Chief Executive Officer.
- 1.4 Residents are not to permit any child of whom they have control to play in common areas unless accompanied by an adult exercising effective control.
- 1.5 Residents are asked to keep all common areas free from rubbish.
- 1.6 Residents shall ensure, as far as practicable, that, in the likelihood of rain, windows in the common areas are not to be left open to permit rain to damage carpet or other objects.

2. LOUNGE AREAS

Each floor of the Apartments has a common lounge area located adjacent to the lifts and which all residents are invited to use freely. Staff and residents are to be consulted if you wish to reserve a common lounge area for a private function. All common areas are cleaned regularly and this cost is covered by your recurrent maintenance fees. The ground floor lounge area is the focal point for independent living residents meetings and other functions. Please consider residents living nearby and complete functions at a reasonable hour.

3. GARDEN AREAS

Residents are not to damage plants in the common areas. A roof garden is located on the first floor level for the enjoyment of all residents. Your monthly maintenance fee covers the upkeep of this area. Staff and residents need to be contacted to reserve this area for private functions as this is a shared space with our residential aged care residents.

4. BEHAVIOUR OF RESIDENTS

When in the common areas, the residents must be adequately clothed and not use language or display behavior likely to cause offence or embarrassment to other occupiers of the building.

5. BEHAVIOUR OF VISITORS

Residents are to take all reasonable steps to ensure that their visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the other occupiers of the building.

6. PARKING

There is one visitor parking available within the Dougherty Apartments. For drop offs and pickups, there is a Council authorized fifteen (15) minute car park area at the front of the building in Victor Street.

7. SMOKING

The Board of Directors of Dougherty Apartments has imposed a no smoking policy into the building. Smoking is not permitted in any common enclosed areas of Dougherty Apartments. This includes lifts, hallways and lounge rooms on each level, ground floor lounge, lounge rooms on each level and dining area. Smoking within ILU's must be restricted to balconies.

8. SECURITY

Security of our residents is one of our primary responsibilities and concerns - we have endeavoured to make Dougherty as secure as possible. Visitors to Dougherty cannot proceed past the main entrance off Victor Street and past the Orchard Road entrance without either staff or resident authority. All residents can screen callers to their unit via the intercom / visual display screen inside their units.

If you lose your security card, please notify the office staff as soon as practicable and the card will be made invalid. The cost of a replacement card is \$50.00 and this is payable by the resident.

9. UNIT APPEARANCE

Residents are not to maintain within their unit anything visible from the outside, which is not in keeping with the rest of the building. All residents have a responsibility to keep their unit clean and tidy and free of vermin and other pests. Pest control costs for common areas is included in the recurrent maintenance charges, however internal pest control inside residential units is the responsibility of residents.

10. BALCONIES

When cleaning balconies, all care must be taken to minimise water or debris dropping onto the floors below. For safety purposes, no pot plants or other items are to be stored on the balcony ledges. Items are not to be stored on balconies as this is a fire risk.

11. CLOTHES ON BALCONIES

Clothes may be placed on your balcony to dry, provided that they are not placed higher than the handrails. No clothing is to be hung over the handrails.

12. GARBAGE

- 12.1 Residents must maintain a garbage receptacle within each unit. This must be kept clean and in a dry condition.
- 12.2 Garbage being disposed of must be securely wrapped in paper or enclosed in plastic bags and deposited down the garbage chute in the garbage room adjacent to the lifts on each floor.
- 12.3 Glass, plastic bottles and newspapers are to be left in the black recyclable containers provided in the garbage room on each floor. All milk cartons and other containers with food debris are to be rinsed before disposal to avoid offensive odour and vermin.
- 12.4 Larger items of garbage are to be written in the maintenance book for removal by staff and to be left in your unit.
- 12.5 No heavy items are to be put down the chute as the mechanism will break and garbage will back up the chute.
- 12.6 Promptly clean up any spillage in the garbage room.

13. REPAIRS

It is the resident's responsibility to advise staff of any repairs which are required within their unit. A maintenance request register is kept at the main office on Ground Floor and at the Aged Care Residential Facility Office on Level 1. Repair requests are dealt with promptly by our Maintenance Supervisor.

14. LOCKS

Residents are not to change, remove or add locks or locking devices or chains to the entrance door of the units. This is so staff can access your unit easily in case of emergencies.

15. TELEPHONE

Telephone connection and telephone accounts are the responsibility of each resident. Your selected telephone service provider must be contacted well in advance prior to entering Dougherty to organise their telephone installation requirements.

16. STORAGE AREAS

Storage areas are limited at Dougherty Apartments. There are small locked common storage rooms on each floor suitable for bulky items such as suitcases and small electrical appliances etc. All items that are placed in storage must be clearly marked with your name and unit number. Please advise the office staff of any items that you wish to store. However, we do not encourage this practice as we cannot take responsibility for state of personal items being stored.

17. NOISE CONTROL

In consideration of your neighbors, please keep noise to an absolute minimum after 10pm, particularly opening and closing doors.

18. PETS

Unfortunately, no individual pets are allowed to be kept in a unit, except for contained animals such as a bird or fish.

19. COMMUNITY CARE SERVICES

In a case of emergency, a full range of assisted care services (provision of meals, medication management, dressings, showering etc) is available. Please see the RN on duty in Residential Care on the 1st floor.

20. STAFF

Dougherty is staffed twenty-four (24) hours per day, seven (7) days per week. From 7am to 10pm, Dougherty has a full complement of staff in the residential care on Level 1. From 10pm to 7am, the staffing consists of a RN and three care staff members. This means that in the case of EMERGENCIES, your Nurse Call alarm will be answered at any time of the day or night if needed.

21. NURSE CALL (Similar to Vital Call)

Your Nurse Call pendant and fixed call button (located on the wall in each bathroom) is for you to use in the event of an emergency only. Special care is needed to ensure that your Nurse Call pendant button is readily accessible at all times. Nurse Call equipment is tested on an annual basis. Please hang your Nurse Call pendant in a place where you can gain access to it quickly and easily.

22. PERSONAL RECORD FORMS

Residents are required to complete a confidential personal record form which includes the name and telephone number of persons to contact in case of an emergency and the name of the contact number of your doctor.

Residents are required to notify Administration staff if your contact is going away. It is essential to complete and update the form every twelve (12) months. This form is kept in a

confidential file in the office and a copy is kept in the residential care office and the overnight duty room. If the situation ever arises that you need assistance via the Nurse Call, the staff member on duty who answers your call will be able to find this information easily and call the appropriate service/person whether it be your doctor, ambulance or relative or friend.

23. RESIDENTS' MEETING

The Independent Living Residents' Committee meets on the 2nd Monday of each month and/or as required. Please contact the Committee for information regarding Association meeting times, dates and location. Details of the Committee members can be found on the notice board on the ground floor opposite the resident's letter boxes. Committee members are elected annually at the AGM.

24. COMPLAINTS SYTEM

A Disputes Committee will be set up when required to assist in the settlement of any disputes that may arise. Refer also to Clause 11 on Page 10 of the ILU's Information Package. Alternatively, the Chief Executive Officer is the Complaints Officer and is more than happy to listen to any issues, or feel free to complete the yellow forms located on ground floor and place in the suggestion box.

25. NOTICE BOARD

There is a resident notice board situated at the letter box area on the ground floor. This notice board will contain information about upcoming social activities and local community events.

26. LIBRARY

A library for all independent living residents is located on the ground floor. Books have been donated to Dougherty and the loan procedure is via an "honour" system. Residents are requested to return books within fourteen (14) days.

27. MAIL

All mail is delivered to Dougherty by Australia Post daily (however, delivery times do vary daily). A Dougherty staff member distributes the mail into resident's letterboxes on the ground floor for all independent living residents.

28. JUSTICE OF THE PEACE

Chatswood Library has a Justice of the Peace on site at certain times – please check their website for details.

29. HAPPY HOUR

On the last Friday of each calendar month, a 'happy hour' is held for all residents in the Ground Floor Lounge at 5:00pm at a subsidized cost. See notice boards for details.

30. MANAGER'S AFTERNOON TEA

On the 2nd Tuesday of each month, the independent living residents hold an afternoon tea in the Ground Floor Lounge. The CEO also holds a quarterly happy hour in the Ground floor Lounge. At this get-together, the CEO may address the residents with any relevant or upcoming information, keeping them up to date with management and other issues happening around Dougherty.

Other activities are arranged from time to time. Watch the Notice Board near the letterboxes on the ground floor for details.

SCHEDULE 4

EXAMPLE REFUND OF ENTRY CONTRIBUTION ON SALE OF AN INDEPENDENT LIVING UNIT

The current policy is to retain a total of 30% of the ingoing entry contribution over a period of five (5) years on and from the date of settlement of the independent living unit as follows:

Year 1 – 11%

Year 2 – 6%

Year 3 – 5%

Year 4 – 4%

Year 5 – 4%

No capital gains apply to the sale of independent living units under loan / licence agreement within Dougherty.

Example:

For a resident who has paid an entry contribution of \$800,000.00 and occupied their unit for three (3) years and four (4) months:

Entry Date		4 th May, 2019
Exit Date		26 th September, 2022
Years in occupancy		3 years + 4 months
Ingoing Contribution (price payable upon entry into unit)	A	\$800,000.00
Departure fee deducted – Year 1 – 11%		\$ 88,000.00
Departure fee deducted – Year 2 – 6%		\$ 48,000.00
Departure fee deducted – Year 3 – 5%		\$ 40,000.00
Departure fee deducted (part) – Year 4 – 4%		\$ 10,666.66
Total Departure fee deducted-	B	\$186,666.66
Balance payable to resident upon departure (A – B)		\$613,333.34