Retirement Villages Form 3

QUEENSLAND GOVERNMENT

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019

BlueCare®
Live life your way.

Name of village: Elanora Gardens

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at https://www.bluecare.org.au/retirement-living/locations/elanora-gardens
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.

- The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at 28 November 2022 and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Elanora Gardens Street Address: 1 Pines Lane Suburb: Elanora State: Queensland Post Code: 4221
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: The Uniting Church in Australia Property Trust (Q) Australian Company Number (ACN): N/A Address: c/- Blue Care, Level 5, 192 Ann Street Suburb: Brisbane State: Queensland Post Code: 4000
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): The Uniting Church in Australia Property Trust (Q) represented by Blue Care ABN 96 010 643 909 Australian Company Number (ACN): N/A Address: C/- Blue Care, Level 5, 192 Ann Street Suburb: Brisbane State: Queensland Post Code: 4000

	Date entity became operator: 1996
1.4 Village management and onsite availability	Name of village management entity and contact details: The Uniting Church in Australia Property Trust (Q) represented by Blue Care ABN 96 010 643 909 Australian Company Number (ACN): N/A Phone: 1800 990 446 Email: rladmin@bluecare.org.au An onsite manager (or representative) is available to residents: ☐ Full time ☐ Part time ☒ By appointment only ☐ None available ☒ Other: The village manager can be contacted by telephone or email on weekdays between 9:00am and 5:00pm. Onsite availability includes: Weekdays: As required. Weekends: No availability ***Note from the scheme operator:*** *the village manager is able to be at the village on a regular basis and is available to meet with any resident by prior appointment.*
1.5 Approved closure plan or transition plan for the retirement village	Is there an approved transition plan for the village? ☐ Yes ☒ No *A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.* Is there an approved closure plan for the village? ☐ Yes ☒ No *A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.*
1.6 Statutory Charge over retirement village land.	*Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.*

	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements. Is a statutory charge registered on the certificate of title for the retirement village land? ☐ Yes ☒ No If yes, provide details of the registered statutory charge: Not applicable
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	Single occupants must be at least 65. For multiple occupants, one must be at least 65 and the other must be at least 60. The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.
ACCOMMODATION, FACILITIES AND SERVICES **Part 3 – Accommodation units: Nature of ownership or tenure**	
3.1 Resident ownership or tenure of the units in the village is:	☐ Freehold (owner resident) ☐ Lease (non-owner resident) ☒ Licence (non-owner resident) ☐ Share in company title entity (non-owner resident) ☐ Unit in unit trust (non-owner resident) ☐ Rental (non-owner resident) ☐ Other

Accommodation types	
3.2 Number of units by accommodation type and tenure	There are 14 units in the village**,** comprising 14 single storey units.

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio				
- One bedroom				
- Two bedrooms			14	
- Three bedrooms				
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units			14	

Access and design	
3.3 What disability access and design features do the units and the village contain?	☒ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in ☒ all ☐ some units ☐ Alternatively, a ramp, elevator or lift allows entry into ☐ all ☐ some units ☒ Step-free (hobless) shower in ☐ all ☒ some units ☒ Width of doorways allow for wheelchair access in ☐ all ☒ some units ☒ Toilet is accessible in a wheelchair in ☒ all ☐ some units ☐ Other key features in the units or village that cater for people with disability or assist residents to age in place: ☐ None

Part 4 – Parking for residents and visitors	
4.1 What car parking in the village is available for residents?	☐ All / Some [unit type] units with own garage or carport attached or adjacent to the unit ☒ All units with own garage or carport separate from the unit ☐ All / Some [unit type] units with own car park space adjacent to the unit ☐ All / Some [unit type] units with own car park space separate from the unit ☐ General car parking for residents in the village ☐ Other parking e.g. caravan or boat:

	☐ …….. units with no car parking for residents ☐ No car parking for residents in the village Restrictions on resident's car parking include:
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	☐ Yes ☒ No Not applicable.
Part 5 – Planning and development	
5.1 Is construction or development of the village complete?	Year village construction started: 1996 ☒ Fully developed / completed ☐ Partially developed / completed ☐ Construction yet to commence
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the *Planning Act 2016*: Not applicable.
5.3 Redevelopment plan under the *Retirement Villages Act 1999*	Is there an approved redevelopment plan for the village under the *Retirement Villages Act*? ☐ Yes ☒ No *The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.* Note: see notice at end of document regarding inspection of the development approval documents.
Part 6 – Facilities onsite at the village	

6.1 The following facilities are currently available to residents:	☐ Activities or games room ☐ Arts and crafts room	☐ Medical consultation room ☐ Restaurant

	☐ Auditorium ☐ BBQ area outdoors ☐ Billiards room ☐ Bowling green [indoor/outdoor] ☐ Business centre (e.g. computers, printers, internet access) ☐ Chapel / prayer room ☐ Communal laundries ☐ Community room or centre ☐ Dining room ☒ Gardens ☐ Gym ☐ Hairdressing or beauty room ☐ Library	☐ Shop ☐ Swimming pool [indoor / outdoor] [heated / not heated] ☐ Separate lounge in community centre ☐ Spa [indoor / outdoor] [heated / not heated ☐ Storage area for boats / caravans ☐ Tennis court [full/half] ☐ Village bus or transport ☐ Workshop ☐ Other:
Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility). Not Applicable		
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☒ Yes ☐ No Name of residential aged care facility and name of the approved provider: Blue Care Elanora Pines haven Aged Care Facility, which is operated by Blue Care.	
Note: Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld).* The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.		
Part 7 – Services		
7.1 What services are provided to all village residents (funded from the General Services	'General Services' provided to all residents are: • Operating the retirement village for the benefit and enjoyment of residents. • Managing the community facilities.	

Charge fund paid by residents)?	• Managing security at the retirement village. • Maintaining the security system, emergency help system and/or safety equipment (if any). • Maintaining fire-fighting and protection equipment. • Maintaining and updating safety and emergency procedures for the retirement village. • Cleaning, maintaining and repairing the community facilities. • Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility). • Monitoring and eradicating pests. • Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel. • Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village. • Maintaining any licences required in relation to the retirement village. • Paying operating costs in connection with the ownership and operation of the retirement village. • Maintaining insurances relating to the retirement village that are required by the *Retirement Villages Act 1999* or contemplated by a residence contract or that the scheme operator otherwise deems appropriate. • Complying with the *Retirement Villages Act 1999*. • Any other general service funded via a general services charges budget for a financial year.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☐ Yes ☒ No
7.3 Does the retirement village operator provide government funded home care services under the *Aged Care Act 1997 (Cwth)*?	☒ Yes, the operator is an Approved Provider of home care under the *Aged Care Act 1997* (Registered Accredited Care Supplier – NAPS ID 18073) ☐ Yes, home care is provided in association with an Approved Provider: ☐ No, the operator does not provide home care services, residents can arrange their own home care services
Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth).* These home care services are not covered by the *Retirement Villages Act 1999* (Qld). **Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.**	

Part 8 – Security and emergency systems

8.1 Does the village have a security system?	☐ Yes ☒ No
8.2 Does the village have an emergency help system? If yes or optional: • the emergency help system details are: • the emergency help system is monitored between:	☒ Yes - all residents ☐ Optional ☐ No The emergency system is monitored off-site. The cost of this service is included in the general services charge. 24 hours, 7 days per week.
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	☐ Yes ☒ No

COSTS AND FINANCIAL MANAGEMENT

Part 9 – Ingoing contribution - entry costs to live in the village

An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village

Accommodation Unit	Range of ingoing contribution
Independent living units	
- Studio	
- One bedroom	
- Two bedrooms	$291,000
- Three bedrooms	
Serviced units	
- Studio	
- One bedroom	
- Two bedrooms	
- Three bedrooms	
Other	
Full range of ingoing contributions for all unit types	$291,000 - $291,000

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and	☒ Yes ☐ No There are three contract types available: • Standard Contract • 5% Reduced Contribution Contract • 10% Reduced Contribution Contract

charges under a residence contract?

The key differences between the three contract options are:

Contract option	Ingoing contribution	Payments on exit
Standard Contract	Residents pay an ingoing contribution equal to the fair market value of a right to reside in the unit at the time of entry (**Licence Value**).	Residents: • receive a refund of the ingoing contribution; • pay a maximum exit fee of 32% of the ingoing contribution; and • do not receive any capital gain or pay any capital loss. Exit entitlement paid within 6 months of termination.
5% Reduced Contribution Contract	Residents pay a reduced ingoing contribution calculated as the Licence Value reduced by 5%.	Residents: • receive a refund of the reduced ingoing contribution; • pay a maximum exit fee of 37% of the Licence Value; and • do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination.
10% Reduced Contribution Contract	Residents pay a reduced ingoing contribution calculated as the Licence Value reduced by 10%.	Residents: • receive a refund of the reduced ingoing contribution; • pay a maximum exit fee of 42% of the Licence Value; and • do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination.

9.3 What other entry costs do residents need to pay?

☐ Transfer or stamp duty
☒ Costs related to your residence contract
☐ Costs related to any other contract e.g. ……
☐ Advance payment of General Services Charge
☐ Other costs

Part 10 – Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration,

gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	**General Services Charge** *(weekly)*	**Maintenance Reserve Fund contribution** *(weekly)*
Independent Living Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Serviced Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Other		
All units pay a flat rate	$84.63	$25.40

Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial year	**General Services Charge (range)** *(weekly)*	**Overall % change from previous year**	**Maintenance Reserve Fund contribution (range)** *(weekly)*	**Overall % change from previous year** *(+ or -)*
2121/22	$88.54 to $88.54	79.27%	$24.36 to $24.36	-2.17%
2020/21	$49.39 to $49.39	-0.37%	$24.90 to $24.90	-0.2%
2019/20	$78.96 to $78.96	-1.1%	$24.96 to $24.96	14%

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	☒ Contents insurance ☐ Home insurance (freehold units only) ☒ Electricity ☒ Gas	☐ Water ☒ Telephone ☒ Internet ☒ Pay TV ☐ Other:
10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	☐ Unit fixtures ☐ Unit fittings ☐ Unit appliances ☒ None Additional information: Residents are responsible for the items they own or bring into their units, any alterations they make to their units, and replacing light globes. Unit fixtures and appliances provided by scheme operator are maintained by the scheme operator. This service is included in the general services charge and maintenance reserve fund contribution. Capital items are replaced using funds from the capital replacement fund.	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? If yes: provide details, including any charges for this service.	☒ Yes ☐ No Unit fixtures and appliances provided by scheme operator are maintained by the scheme operator. This service is included in the general services charge and maintenance reserve fund contribution.	
Part 11– Exit fees - when you leave the village		
A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).		
11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts	☐ Yes – all residents pay an exit fee calculated using the same formula ☒ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract ☐ No exit fee ☐ Other **Standard Contract** 6% of the ingoing contribution for the first year of residence, 11% of the ingoing contribution for two years of residence, 15% of the ingoing contribution for three years of residence, 19% of the ingoing contribution for four years of residence, 23% of the ingoing contribution for five years of residence, 26% of the ingoing contribution for six years of residence, 29% of the ingoing contribution for seven years of	

	residence and up to a maximum of 32% of the ingoing contribution for eight years of residence or more. **5% Reduced Contribution Contract** 11% of the fair market value of a right to reside in the unit at the time of entry (**Licence Value**) for the first year of residence, 16% of the Licence Value for two years of residence, 20% of the Licence Value for three years of residence, 24% of the Licence Value for four years of residence, 28% of the Licence Value for five years of residence, 31% of the Licence Value for six years of residence, 34% of the Licence Value for seven years of residence and up to a maximum of 37% of the Licence Value for eight years of residence or more. **10% Reduced Contribution Contract** 16% of the Licence Value for the first year of residence, 21% of the Licence Value for two years of residence, 25% of the Licence Value for three years of residence, 29% of the Licence Value for four years of residence, 33% of the Licence Value for five years of residence, 36% of the Licence Value for six years of residence 39% of the Licence Value for seven years of residence and up to a maximum of 42% of the Licence Value for eight years of residence or more. The exit fee is calculated on a pro-rata daily basis for partial years of residence.

Standard Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution
1 year	6% of your ingoing contribution
2 years	11% of your ingoing contribution
3 years	15% of your ingoing contribution
4 years	19% of your ingoing contribution
5 years	23% of your ingoing contribution
6 years	26% of your ingoing contribution
7 years	29% of your ingoing contribution
8 years	32% of your ingoing contribution
More than 8 years	32% of your ingoing contribution
Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis. The maximum (or capped) exit fee is 32% of the ingoing contribution after 8 years of residence.	

The minimum exit fee is: 6% of your ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

5% Reduced Contribution Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the fair market value of a right to reside in the unit at the time of entry (**Licence Value**)
1 year	11% of the Licence Value
2 years	16% of the Licence Value
3 years	20% of the Licence Value
4 years	24% of the Licence Value
5 years	28% of the Licence Value
6 years	31% of the Licence Value
7 years	34% of the Licence Value
8 years	37% of the Licence Value
More than 8 years	37% of the Licence Value

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 37% of the Licence Value after 8 years of residence.

The minimum exit fee is: 11% of the Licence Value x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

10% Reduced Contribution Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the fair market value of a right to reside in the unit at the time of entry (**Licence Value**)
1 year	16% of the Licence Value
2 years	21% of the Licence Value
3 years	25% of the Licence Value
4 years	29% of the Licence Value
5 years	33% of the Licence Value
6 years	36% of the Licence Value
7 years	39% of the Licence Value

8 years	42% of the Licence Value
More than 8 years	42% of the Licence Value

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 42% of the Licence Value after 8 years of residence.

The minimum exit fee is: 16% of the Licence Value x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

11.2 What other exit costs do residents need to pay or contribute to?	☐ Sale costs for the unit ☒ Legal costs ☒ Other costs: • Exit Administration Fee; and • A portion of the costs of valuation (if you and operator cannot agree on resale value).

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	☒ Yes ☐ No Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear. Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	☐ Yes, all residents pay ……% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit) ☐ Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays ……% of any renovation costs ☒ No *Renovation means replacements or repairs other than reinstatement work.* By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for

	the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.
Part 13 – Capital gain or losses	
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?	☐ Yes, the resident's share of the **capital gain** is …… % the resident's share of the **capital loss** is …… % ☐ Optional - residents can elect to share in a capital **gain** or **loss** option the resident's share of the **capital gain** is …… % the resident's share of the **capital loss** is …… % OR is based on a formula …… ☒ No
Part 14 – Exit entitlement or buyback of freehold units	
An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.	
14.1 How is the exit entitlement which the operator will pay the resident worked out?	The scheme operator will repay the ingoing contribution to the resident. When the scheme operator makes this payment, the resident must pay to the scheme operator the following amounts: • the exit fee (see item 11.1); • the Exit Administration Fee, legal costs and valuation costs (if any) (see item 11.2); • the costs of reinstatement work (see item 12.1); and • any other outstanding amounts payable by the resident under the residence contract.
14.2 When is the exit entitlement payable?	By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days: • the day stated in the residence contract ➢ which is **18 months** after the termination of the residence contract if you select a 5% Reduced Contribution Contract or a 10% Reduced Contribution Contract; or ➢ which is **6 months** after the termination of the residence contract if you select a Standard Contract. • 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator • 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

	In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.
14.3 What is the turnover of units for sale in the village?	4 accommodation units were vacant as at the end of the last financial year 1 accommodation units were resold during the last financial year 6-9 months was the average length of time to sell a unit over the last three financial years

Part 15– Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the *Retirement Villages Act 1999?*

General Services Charges Fund for the last 3 years			
Financial Year	Deficit/Surplus	Balance	Change from previous year
2021/22	$4,591	$2,142	187%
2020/21	$-24,817	$-2,449	-111%
2019/20	$2,500	$22,368	13%

Balance of **General Services Charges Fund** for last financial year *OR* last quarter if no full financial year available	$2,142
Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available	$51,913
Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available Percentage of a resident ingoing contribution applied to the Capital Replacement Fund The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.	$17,263 N/A (amounts are paid each year as recommended by the quantity surveyor's report)

OR

☐ the village is not yet operating.

Part 16 – Insurance

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

16.1 Is the resident responsible for arranging any insurance cover?
If yes, the resident is responsible for these insurance policies:

☒ Yes ☐ No

If yes, the resident is responsible for these insurance policies:

- Contents insurance (for the resident's property in the unit)
- Public liability insurance (for incidents occurring in the resident's unit)

	• Workers' compensation insurance (for the resident's employees or contractors) • Third-party insurance (for the resident's motor vehicles or mobility devices)
Part 17 – Living in the village ***Trial or settling in period in the village***	
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	☒ Yes ☐ No The scheme operator offers a peace of mind guarantee for a period of 3 months after the commencement date of the licence (**Peace of Mind Guarantee Period**) if the resident changes their mind about living in the village or the licence is otherwise terminated by the resident. If: a) the resident gives 1 months' notice of termination of the licence during the Peace of Mind Guarantee Period; or b) the licence is terminated because the resident dies during the Peace of Mind Guarantee Period, and the unit is vacated by the **Vacant Possession Date**, being: c) the date that is 1 month after the operator receives the notice under paragraph a); or d) the date that is 1 month after the licence is terminated under paragraph b), and all required documents are delivered to the scheme operator, then: e) the resident's liability to pay the general services charge and maintenance reserve fund contribution will end on the Vacant Possession Date; f) the scheme operator will refund the resident's ingoing contribution within 1 month of the Vacant Possession Date; g) the resident will not be required to pay an exit fee (part 11.1) or an exit administration fee (part 11.2); h) the following charges and costs will be payable and set off against the refund of the ingoing contribution: i. the resident's liability for the general services charge, maintenance reserve fund contribution (part 10.1) and costs under any other agreements with the operator; ii. legal costs (part 11.2); and iii. costs of reinstatement work (if any) (part 12.1).
Pets	
17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	☒ Yes ☐ No Pets are welcome, if the scheme operator's prior consent is obtained.
Visitors	
17.3 Are there restrictions on visitors	☒ Yes ☐ No

staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	Residents must notify Village Management of any visitors who stay overnight, and must stay in the unit at the same time as their visitor. The scheme operator's prior consent is required for any visitor to stay for more than 14 consecutive nights or for more than 60 days (in total) in any 12 month period, or for more than 4 visitors to stay overnight at the same time. All visitors must complete a log book and agree to adhere to the village rules.
Village by-laws and village rules	
17.4 Does the village have village by-laws?	☐ Yes ☒ No By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village. Note: See notice at end of document regarding inspection of village by-laws
17.5 Does the operator have other rules for the village.	☒ Yes ☐ No If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents committee established under the *Retirement Villages Act 1999*?	☒ Yes ☐ No *By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.* *You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.*
Part 18 – Accreditation	
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	☒ No, village is not accredited ☐ Yes, village is voluntarily accredited through:
Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.	
Part 19 – Waiting list	
19.1 Does the village maintain a waiting list for entry?	☒ Yes ☐ No
Access to documents	
The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with	

the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

- ☒ Certificate of registration for the retirement village scheme
- ☒ Certificate of title or current title search for the retirement village land
- ☒ Village site plan
- ☒ Plans showing the location, floor plan or dimensions of accommodation units in the village
- ☐ Plans of any units or facilities under construction
- ☐ Development or planning approvals for any further development of the village
- ☐ An approved redevelopment plan for the village under the *Retirement Villages Act*
- ☐ An approved transition plan for the village
- ☐ An approved closure plan for the village
- ☒ The annual financial statements and report presented to the previous annual meeting of the retirement village
- ☒ Statements of the balance of the capital replacement fund or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- ☐ Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- ☒ Examples of contracts that residents may have to enter into
- ☒ Village dispute resolution process
- ☐ Village by-laws
- ☒ Village insurance policies and certificates of currency
- ☒ A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at **www.hpw.qld.gov.au**

General Information
General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages For more information on retirement villages and other seniors living options: www.qld.gov.au/seniorsliving

Regulatory Services, Department of Housing and Public Works
Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.
Department of Housing and Public Works
GPO Box 690, Brisbane, QLD 4001
Phone: 07 3008 3450
Email: regulatoryservices@hpw.qld.gov.au
Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)
Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.
Caxton Legal Centre Inc.
1 Manning Street, South Brisbane, QLD 4101
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.org.au

Department of Human Services (Australian Government)
Information on planning for retirement and how moving into a retirement village can affect your pension
Phone: 132 300
Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.
Caxton Legal Centre Inc.
1 Manning Street, South Brisbane, QLD 4101
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: https://caxton.org.au

Queensland Law Society
Find a solicitor
Law Society House
179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: info@qls.com.au
Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)This independent decision-making body helps resolve disputes and reviews administrative decisions.
GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.
Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

Livable Housing Australia (LHA) The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.
Website: www.livablehousingaustralia.org.au/