

ABN: 86 504 771 740

# **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019



Name of village: Elandra Village

# 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
  - o 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 <a href="https://www.bluecare.org.au/retirement-living/locations/caloundra">https://www.bluecare.org.au/retirement-living/locations/caloundra</a>
- 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 1 July 2023 and applies to prospective residents.

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

Part 1 – Operator and m	nanagement details			
1.1 Retirement village	Retirement Village Name: Elandra Village			
location	Street Address: 124 Nicklin Way			
	Suburb: Warana			
	State: Queensland			
	Post Code: 4575			
1.2 Owner of the land	Name of land owner: The Uniting Church in Australia Property Trust (Q)			
on which the retirement village	Australian Company Number (ACN): N/A			
scheme is located	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: 1991			
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:			
	<ul> <li>☐ Full time</li> <li>☐ Part time</li> <li>☒ By appointment only</li> <li>☐ None available</li> <li>☒ Other: The village manager can be contacted by telephone or email on weekdays between 9:00am and 5:00pm.</li> </ul>			
	Onsite availability includes:			
	Weekdays: As required			
	Weekends: No availability			
	<b>Note from the scheme operator:</b> 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	Is there an approved transition plan for the village?			
plan or transition plan for the retirement	□ Yes ⊠ No			
village	A written transition plan approved by the Department of Communities, Housing and Digital Economy 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 Communities, Housing and Digital Economy 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			

	□ Yes ⊠ No			
	If yes, provide d	letails of the registe	ered statutory charg	ge: 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, be at least 65 and the other must be at least 60.			cupants, one must
J	independently ir in the village.	n the accommodati	isfied that each occion unit and is a suit	
ACCOMMODATION, FACE Part 3 – Accommodation			enure	
3.1 Resident			oriar o	
ownership or tenure of the units in the village	\`	wner resident) owner resident)		
is:	` `	n-owner resident)		
	Share in cor	mpany title entity (r	non-owner resident)	
		rust (non-owner re	•	
	Rental (non-owner resident)			
	☐ Other			
Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 8 units in the village, comprising 8 single storey units.			
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio				
- One bedroom				
- Two bedrooms			8	
- Three bedrooms				
Serviced units				
- Studio - One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units			8	
Access and design		form the state of the	la anal bet e e	
3.3 What disability access and design features do the units and the village	□ Level access from the street into and between all areas of the unit     □ a participal or integral of the street into and between all areas of the unit     □ a participal or integral of 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			
contain?	units			
	Step-free (horse)	bless) shower in [	☐ all ⊠ some units	

	oxtimes Toilet is accessible in a wheelchair in $oxtimes$ all $oxtimes$ 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 resi	dents and visitors			
4.1 What car parking in the village is available for residents?	<ul> <li>☑ Some units with own garage or carport attached or adjacent to the unit</li> <li>☑ Some units with own garage or carport separate from the unit</li> <li>☐ All / Some [unit type] units with own car park space adjacent to the</li> </ul>			
	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?	⊠ Yes □ No			
If yes, parking	Not applicable			
restrictions include				
Part 5 – Planning and de	Year village construction started: 1991			
5.1 Is construction or development of the				
village complete?	Fully developed / completed			
	☐ Partially developed / completed			
	☐ Construction yet to commence			
5.2 Construction, development applications and development	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 <i>Planning Act 2016</i> :			
approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	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 p for certain types of redevelopment of the village and this is different a development approval. A redevelopment plan must be approved the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digita Economy.				
	Note: see notice at end of document development approval document	= -			
Part 6 - Facilities onsite	at the village				
6.1 The following facilities are currently available to residents:	☐ Activities or games room	☐ Medical consultation room			
available to residents.	☐ Arts and crafts room	Restaurant			
	☐ Auditorium	☐ Shop			
	☐ BBQ area outdoors	☐ Swimming pool [indoor / outdoor]			
	☐ Billiards room	[heated / not heated]			
	☐ Bowling green [indoor/outdoor]	☐ Separate lounge in community centre			
	☐ Business centre (e.g. computers, printers, internet access)	<ul><li>☐ Spa [indoor / outdoor]</li><li>[heated / not heated</li><li>☐ Storage area for boats / caravans</li></ul>			
	☐ Chapel / prayer room	☐ Tennis court [full/half]			
	☐ Communal laundries	☐ Village bus or transport			
	☐ Community room or centre	☐ Workshop			
	☐ Dining room	☐ Other:			
	⊠ Gardens				
	☐ Gym				
	☐ Hairdressing or beauty room				
	Library				
	hat is not funded from the Genera s on access or sharing of facilities	Il Services Charge paid by residents or (e.g. with an aged care facility).			
Not Applicable					
6.2 Does the village have an onsite,	⊠ Yes □ No				

attached, adjacent or
co-located residential
aged care facility?

Name of residential aged care facility and name of the approved provider: Blue Care Warana Beachwood 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 Charge fund paid by residents)?

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Managing the community facilities.
- 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)?	<ul> <li>✓ Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – NAPS ID 18082 &amp; 18083)</li> <li>✓ Yes, home care is provided in association with an Approved Provider:</li> </ul>			
	can arrange their own home	t provide home care services, residents 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 <i>Aged Care Act 1997 (Cwth)</i> . These home care services are not covered by the <i>Retirement Villages Act 1999</i> (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			
<ul><li>8.2 Does the village have an emergency help system?</li><li>If yes or optional:</li><li>the emergency help</li></ul>		☐ Optional ☐ No		
system details are:	The emergency system is monitored off-site. The cost of this service is included in the general services charge.			
<ul> <li>the emergency help system is monitored between:</li> </ul>	12 am and 12 pm, 7 days pe	er week.		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	□ Yes ⊠ No			
COSTS AND FINANCIAL	MANAGEMENT			
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees.	in the retirement village. The	the village sident must pay under a residence contract ingoing contribution is also referred to as going charges such as rent or other		
9.1 What is the estimated ingoing	Accommodation Unit	Range of ingoing contribution		
contribution (sale	Independent living units - Studio			
price) range for all				
types of units in the village	- One bedroom - Two bedrooms	\$265,000 to \$286,000		
	- Two begrooms - Three begrooms	\$265,000 to \$286,000		
	Serviced units			

Other Full range of ingoing contributions for all unit types	\$265,000 to \$286,000
- Three bedrooms	
- Studio - One bedroom - Two bedrooms	

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?

There are three contract types available to all residents:

- Standard Contract
- 5% Reduced Contribution Contract
- 10% Reduced Contribution Contract

A Concessional Licence contract may be available to select residents on application to the scheme operator.

**Note from the scheme operator:** The scheme operator may at its complete discretion offer a Concessional Licence contract to a resident on application to the scheme operator.

The key differences between the contract options are:

The key dillerer	iooo botwoon the conti	dot optione 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).	<ul> <li>Residents:</li> <li>receive a refund of the ingoing contribution;</li> <li>pay a maximum exit fee of 32% of the ingoing contribution; and</li> <li>do not receive any capital gain or pay any capital loss.</li> <li>Exit entitlement paid within 6 months of termination.</li> </ul>
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	Residents pay a reduced ingoing contribution	Residents:  • receive a refund of the reduced ingoing
Contract	calculated as the	contribution;

	Concessional Licence	Residents do not pay an ingoing contribution. Instead they pay an Administration Fee.	<ul> <li>pay a maximum exit fee of 42% of the Licence Value; and</li> <li>do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination.</li> <li>Residents do not receive any payments on exit. Residents pay a weekly Accommodation Fee for the term of the residence contract, instead of an ingoing contribution on entry. Further details are available from the scheme operator on request.</li> </ul>
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:  Note from the scheme operator: Residents who apply and are accepted for a Concessional Licence contract will be required to pay Administration Fee (which is equivalent to 4 x the weekly Accommodation Fee). Details about these amounts are available from the scheme operator on request.		e.gces Charge sidents who apply and are contract will be required to pay an art to 4 x the weekly

# 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 85.21 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.

Type of Ur	nit	General (weekly)	Services Charg	е		Maintenance contribution (weekly)	Reserve Fund
Independe	nt Living Units	3				(1100111)	
- Studio							
- One be	droom						
- Two be	drooms						
- Three b	edrooms						
Serviced U	nits						
- Studio							
- One be	droom						
- Two be	drooms						
- Three b	edrooms						
Other							
All units pa	y a flat rate	\$103.82				\$28.85	
Last three y Financial year	Charge (range)		Overall % change from previous year	Maintenance Reserve Fi Reserve Fund contribution (range)		ance Fund	Overall % change from previous year
	(weekly)		previous year		eekly)		(+ or -)
2022/23	\$90.03 to \$9	0.03	-1.68%	\$20	26.17 to \$26.17		-0.95%
2021/22	\$91.54 to \$91.54		7.43%	\$20	\$26.42 to \$26.42		9.63%
2020/21	\$85.21 to \$85.21		0.03%	\$24	24.10 to \$24.10 9.1°		9.1%
10.2 What costs relating to the units		⊠ Conten	☑ Contents insurance ☑ Water			Vater	
are not cov	ered by the	☐ Home ii	☐ Home insurance (freehold			Telephone	
General Se Charge? (re		units only)	unite only)			nternet	
	pay these		⊠ Electricity ⊠			_	
costs sepa	rately)	⊠ Gas				□ Pay TV	
'		Cas			☐ Other:		
10.3 What o	othor						
ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to		☐ Unit fixto☐ Unit fittio☐ Unit app ☐ None	ngs bliances	dents	s are	responsible for	the items they
responsible pay for whi in the unit?	le residing	own or bring and replace	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.				
			s and appliances I by the scheme o	•		•	

	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	⊠ Yes □ No
unit?  If yes: provide details, including any charges for this service.  Part 11– Exit fees - whele	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.
A resident may have to pa	ay an exit fee to the operator when they leave their unit or when the right
to reside in their unit is so  11.1 Do residents pay an exit fee when they permanently leave their unit?	Id. This is also referred to as a 'deferred management fee' (DMF).  ☐ 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
	<ul><li>□ No exit fee</li><li>☑ Other</li></ul>
If yes: list all exit fee options that may apply to new contracts	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 ( <b>Licence Value</b> ) 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.

**Note from the scheme operator:** If a resident applies for and is accepted for a Concessional Licence contract, the resident will not be required to pay an exit fee.

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 ( <b>Licence Value</b> )	
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	

	<del>_</del>	
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 occout on a daily basis.	cupation is not a whole number of years, the exit fee will be worked	
The maximum (or cappe	d) 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 Contribu	tion Contract	
Time period from date of occupation of unit to the date the resident ceases reside in the unit	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	
<b>Note:</b> if the period of occout on a daily basis.	cupation is not a whole number of years, the exit fee will be worked	
,	d) 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	☐ Sale costs for the unit	
	⊠ Legal costs	
contribute to?	☑ Other costs:	
	<ul> <li>Exit Administration Fee; and</li> <li>A portion of the costs of valuation (if you and operator cannot agree on resale value).</li> </ul>	

	Note from scheme operator: If a resid	lent applies for and is accepted		
	for a Concessional Licence contract, the resident is not required to			
	contribute to the costs listed above.			
Part 12 - Reinstatement	and renovation of the unit			
12.1 Is the resident	_			
responsible for				
reinstatement of the				
unit when they leave	Note from operator: If a resident applies for and is accepted for a			
the unit?	Concessional Licence contract, the resident is only responsible for			
	damage they cause to the accommodation unit. The scheme operator will pay all other costs associated with reinstatement work.			
	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			
	<ul> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul>			
	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	☐ Yes, the resident's share of the	capital gain is %		
resident's interest or	the resident's share of the	capital loss is %		
right to reside in the	the resident's share of the <b>capital loss</b> is			
unit is sold, does the				
resident share in the	Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b>			
capital <i>gain</i> or capital	option			
loss on the resale of	the resident's share of the	capital gain is %		
their unit?	the resident's share of the	capital loss is %		

	OR is based on a formula
	on is based on a formala
	⊠ No
Part 14 – Exit entitleme	nt or buyback of freehold units
	amount the operator may be required to pay the former resident under a he 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?	<ul> <li>The scheme operator will repay the ingoing contribution to the resident.</li> <li>When the scheme operator makes this payment, the resident must pay to the scheme operator the following amounts:</li> <li>the exit fee (see item 11.1);</li> <li>the Exit Administration Fee, legal costs and valuation costs (if any) (see item 11.2);</li> <li>the costs of reinstatement work (see item 12.1); and</li> <li>any other outstanding amounts payable by the resident under the residence contract.</li> </ul>
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?	O accommodation units were vacant as at the end of the last financial year  O 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 man 15.1 What is the	
financial status for the	General Services Charges Fund for the last 3 years
	00 - Continu 74 - Form 2 - 1/0 - March 2024

funds that the	Financial	Deficit/Surplus	Balance		Change from	
operator is required to	Year				previous year	
maintain under the	2022/23		Audited da	ata not		
Retirement Villages Act 1999?	2024/22	<b></b>	available		450/	
ACT 1999?	2021/22	\$68	\$511		15%	
	2020/21 2019/20	\$-3,997 \$-1,153	\$443 \$4,440		-90% -21%	
	2019/20	φ-1,100	<b>Φ4,440</b>		-21/0	
	Balance of General Services Charges					
	Fund for last financial year OR last			\$1,145.	99	
		III financial year a				
		intenance Reser		<b>*</b> 40 <b>7</b> 5	- 05	
		al year <i>OR</i> last qu	arter if no	\$48,75	5.05	
	full financial year available					
	Balance of <b>Ca</b>	Balance of Capital Replacement Fund				
		ancial year <i>OR</i> las		\$18,700		
		l year available	•			
	_	a resident ingoing	-	`	nounts are paid	
	-	oplied to the Capit	aı	each ye		
	Replacement I	runa			nended by the // surveyor's report)	
	The operator r	pays a percentage	e of a	quantity	, surveyors report)	
	•	ing contribution, a				
		a quantity survey				
	•	Capital Replaceme				
		ed for replacing the	he			
	village's capita	ıl ıtems.			_	
	OR					
	_					
Dest 40 Les mans	☐ the village is	not yet operating	J			
Part 16 – Insurance	taka aut ganaral	Linguranaa ta full	ranlaaamar	at volue	for the retirement	
The village operator must village, including for:	take out general	insurance, to full	replacemen	it value,	ior the retirement	
communal facilities	s: and					
the accommodation	•	an accommodatio	n units owne	ed by res	sidents.	
Residents contribute toward				•		
16.1 Is the resident	⊠ Yes □ No				•	
responsible for						
arranging any	If yes, the resid	ent is responsible	for these in	surance	policies:	
insurance cover?	Contents ins	surance (for the re	esident's pro	perty in	the unit)	
If yes, the resident is responsible for these	<ul> <li>Contents insurance (for the resident's property in the unit)</li> <li>Public liability insurance (for incidents occurring in the resident's</li> </ul>					
insurance policies:	unit)	, , , , , , , , , , , , , , , , , , , ,		3		
modrance peneree.	<ul> <li>Workers' co</li> </ul>	mpensation insura	ance (for the	e residen	t's employees or	
	contractors)					
	• •	nsurance (for the	resident's n	notor veh	nicles or mobility	
Dow 47 - Living - 1	devices)					
Part 17 – Living in the vi						
Trial or settling in period 17.1 Does the village	-					
offer prospective	⊠ Yes □ No	)				
2 p. 30p001110						

## residents a trial period The scheme operator offers a peace of mind guarantee for a period of or a settling in period 3 months after the commencement date of the licence (Peace of Mind in the village? **Guarantee Period**) if the resident changes their mind about living in the village or the licence is otherwise terminated by the resident. The peace of mind guarantee does not apply if the contract is a Concessional Licence. 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: 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; legal costs (part 11.2); and ii. iii. costs of reinstatement work (if any) (part 12.1). Pets 17.2 Are residents ⊠ Yes □ No allowed to keep pets? If yes: specify any Pets are welcome, if the scheme operator's prior consent is obtained. restrictions or conditions on pet ownership **Visitors** 17.3 Are there restrictions on visitors staying with residents Residents must notify Village Management of any visitors who stay or visiting? overnight, and must stay in the unit at the same time as their visitor. If yes: specify any restrictions or conditions The scheme operator's prior consent is required for any visitor to stay on visitors (e.g. length of for more than 14 consecutive nights or for more than 60 days (in total) stay, arrange with in any 12 G2 month period, or for more than 4 visitors to stay overnight manager) 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		
47.50	by-laws		
17.5 Does the operator			
have other rules for			
the village.	If yes: Rules may be made available on request		
Resident input			
17.6 Does the village	☐ Yes ☒ No		
have a residents			
committee established	By law, residents are entitled to elect and form a residents committee		
under the Retirement	to deal with the operator on behalf of residents about the day-to-day		
Villages Act 1999?	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	No, village is not accredited		
through an industry- based accreditation	☐ Yes, village is voluntarily accredited through:		
scheme?	Tes, village is voluntarily accredited tillough.		
_	accreditation schemes are industry-based schemes. The Retirement		
Villages Act 1999 does no	ot 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		
ioi oildy:			
Access to documents			
The following operation	al documents are held by the retirement village scheme operator		
	ent or resident may make a written request to the operator to		
inspect or take a copy of	of these documents free of charge. The operator must comply with		
_ = =	stated by the prospective resident or resident (which must be at		
least seven days after the	ne request is given).		
□ Certificate of registration for the retirement village scheme			
□ Certificate of title or current title search for the retirement village land			
	3		
	Plans showing the location, floor plan or dimensions of accommodation units in the village		
	<b>5</b>		
	·		
	An approved redevelopment plan for the village under the Retirement Villages Act		
1	An approved transition plan for the village		
	An approved closure plan for the village		
	10 plan for the vinage		

$\boxtimes$	The annual financial statements and report presented to the previous annual meeting
	of the retirement village
$\boxtimes$	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
$\boxtimes$	Examples of contracts that residents may have to enter into
$\boxtimes$	Village dispute resolution process
	Village by-laws
$\boxtimes$	Village insurance policies and certificates of currency
$\boxtimes$	A current public information document (PID) continued in effect under section 237I of the
	Act (this applies to existing residence contracts)
An ex	rample request form containing all the necessary information you must include in your

request is available on the Department of Communities, Housing and Digital Economy website.

#### **Further Information**

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

#### **General Information**

General information and fact sheets on retirement villages: <a href="www.qld.gov.au/retirementvillages">www.qld.gov.au/retirementvillages</a>
For more information on retirement villages and other seniors living options:
<a href="www.qld.gov.au/seniorsliving">www.qld.gov.au/seniorsliving</a>

# Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au Website: www.chde.qld.gov.au/services/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-

<u>retirement</u>

# **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: <u>www.qcat.qld.gov.au</u>

#### **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/