

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: Gracemere Gardens Retirement 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 https://www.bluecare.org.au/retirement-living/locations/gracemere-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 9 November 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: Gracemere Gardens Retirement Village		
location	Street Address: 27-45 Conaghan Street		
	Suburb: Gracemere		
	State: Queensland		
	Post Code: 4702		
1.2 Owner of the land on which the retirement village	Name of land owner: The Uniting Church in Australia Property Trust (Q)		
scheme is located	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: 1979		

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  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	Is there an approved transition plan for the village?
plan or transition plan for the retirement village	☐ Yes ⊠ No
	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

	registered on a religious, chari	a licence scheme,	which may be th ty purpose organ	nisations, you should	
	Is a statutory c retirement villa	harge registered ge land?	on the certificate	of title for the	
	☐ Yes ⊠ No	)			
	If yes, provide	details of the regi	stered statutory	charge: Not applicable	
Part 2 – Age limits					
2.1 What age limits apply to residents in this village?		nts must be at lea st 65 and the othe	•	le occupants, one st 60.	
tins vinage:		ntly in the accomi		n occupant is able to d is a suitable person	
ACCOMMODATION, FA	CILITIES AND S	SERVICES			
Part 3 – Accommodation	n units: Nature	of ownership or	tenure		
3.1 Resident		owner resident)			
ownership or tenure of the units in the village	Lease (non-owner resident)				
is:	☐ Licence (non-owner resident)				
	· ·	ompany title entity		ident)	
			•	denty	
	_	trust (non-owner	resident)		
	\ ``	n-owner resident)			
	☐ Other				
Accommodation types 3.2 Number of units by					
accommodation type	There are 22 u	nits in the village,	comprising 22 s	single storey units.	
and tenure					
Accommodation Unit	Freehold	Leasehold	Licence	Other	
Independent living units					
Studio					
- One bedroom			12		
- Two bedrooms			8		
- Three bedrooms			2		
Serviced units					
- Studio - One bedroom					
- Two bedrooms					
- Three bedrooms					
Other					
Total number of units			22		
Access and design					

3.3 What disability access and design features do the units and the village contain?	oximes Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in $oximes$ all $oximes$ some units			
	$\Box$ Alternatively, a ramp, elevator or lift allows entry into $\Box$ all $\Box$ some units			
	oxtimes Step-free (hobless) shower in $oxtimes$ all $oxtimes$ some units			
	oximes Width of doorways allow for wheelchair access in $oximes$ all $oximes$ 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 resi	dents and visitors			
4.1 What car parking in the village is	⊠ Some units with own garage or carport attached or adjacent to the unit			
available for residents?	<ul> <li>         ⊠ Some units with own garage or carport separate from the unit         □ All / Some [unit type] units with own car park space adjacent to the         unit     </li> </ul>			
	$\hfill \square$ 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			
	$\square$ 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 restrictions include	Not applicable.			
Part 5 – Planning and de	evelopment			
5.1 Is construction or	Year village construction started: 1979			
development of the	Year Village construction started: 1979    X   Fully developed / completed			
village complete?	☐ Partially developed / completed			
	☐ Construction yet to commence			
5.2 Construction,	Provide detail of any construction, development or redevelopment			
development	relating to the retirement village land, including details of any related			

applications and development approvals	development approval or development applications in accordance with the <i>Planning Act 2016</i> :		
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	Retirement Villages Act?  Yes No  The Retirement Villages Act may for certain types of redevelopme a development approval. A redet the residents of the village (by a	ment plan for the village under the  y require a written redevelopment plan ent of the village and this is different to velopment plan must be approved by special resolution at a residents of Communities, Housing and Digital	
	Note: see notice at end of docun development approval documen		
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	☐ 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)	☐ Spa [indoor / outdoor]  [heated / not heated ☐ Storage area for boats / caravans	
	☐ Chapel / prayer room	☐ Tennis court [full/half]	
	☐ Communal laundries	☐ Village bus or transport	
	☐ Community room or centre	☐ Workshop	
	ı .		

	⊠ Gardens	☐ Other:	
	☐ Gym		
	☐ Hairdressing or beauty room		
	☐ Library		
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?			

**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

	<ul> <li>Paying operating costs in connection with the ownership and operation of the retirement village.</li> <li>Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>Complying with the <i>Retirement Villages Act 1999</i>.</li> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>
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 18097)</li> <li>☐ Yes, home care is provided in association with an Approved Provider:</li> </ul>
	☐ No, the operator does not provide home care services, residents can arrange their own home care services
Home Support Program s an aged care assessmen services are not covered <b>Residents can choose t</b>	by be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by the team (ACAT) under the Aged Care Act 1997 (Cwth). These home care by the Retirement Villages Act 1999 (Qld). heir own approved Home Care Provider and are not obliged to use rovider, if one is offered.
Part 8 – Security and en	nergency 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 system is monitored off-site. The cost of this service is included in the general services charge.
the emergency help system is monitored between:	12 am and 12 pm, 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	\$201,000
- Two bedrooms	\$222,000 to \$245,000
- Three bedrooms	\$273,000 to \$299,000
Serviced units	
- Studio	
- One bedroom	
- Two bedrooms	
- Three bedrooms	
Other	
Full range of ingoing contributions for all unit types	\$201,000 to \$299,000

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?

If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee. 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:

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.
	Concessional Licence	Residents do not pay an ingoing contribution. Instead they pay an Administration Fee.	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.
9.3 What other entry costs do residents need to pay?	☐ Costs related	tamp duty I to your residence con I to any other contract ment of General Servi	e.g
	Note from the scheme operator: Residents who apply and are accepted for a Concessional Licence contract will be required to pay as Administration Fee (which is equivalent to 4 x the weekly Accommodation Fee). Details about these amounts are available from the scheme operator on request.		

## 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

Maintenance Reserve Fund

General Services Charge

Type of Unit		(weekly	I Services Charg	e	contribution (weekly)	Reserve Fund	
Independe	nt Living Units	3					
- Studio							
- One be	droom						
- Two be	drooms						
- Three b	pedrooms						
Serviced L	Inits						
- Studio							
- One be	droom						
- Two be	drooms						
- Three k	pedrooms						
Other							
All units pay a flat rate		\$101.05	\$101.05		\$27.93	\$27.93	
_ast three	years of Gen	eral Service	es Charge and M	aintena	ance Reserve Fu	ınd contribution	
Financial year	General Se Charge (rar (weekly)		Overall % change from previous year	Reser	enance rve Fund ibution (range)	Overall % change from previous year (+ or -)	
2022/23	\$95.33 to \$9	95.33	-5.04%	\$26.90	0 to \$26.90	11.39%	
2021/22	\$100.13 to \$	\$100.13	5.72%	\$24.1	5 to \$24.15	0.33%	
2020/21	\$94.71 to \$9	94.71	0.07%	\$24.07 to \$24.07		1.2%	
10.2 What		⊠ Conter	nts insurance		] Water		
General Services Charge? (residents will need to pay these		☐ Home i units only)	units only)    Electricity		☑ Telephone ☑ Internet		
					☐ Pay TV		
υσισ σ <del>υ</del> μα	iatery)	⊠ Gas			Other:		
10.3 What o	other	☐ Unit fixt	ures				
ongoing or	occasional	☐ Unit fitti	ngs				
	> D O I F	1					

Additional information: Residents are responsible for the items they

own or bring into their units, any alterations they make to their units,

Retirement Villages Act 1999 • Section 74 • Form 3 • V8 • March 2021

☐ Unit appliances

and replacing light globes.

costs for repair,

maintenance and

replacement of items in, on or attached to

the units are residents

responsible for and

Type of Unit

pay for while residing in the unit?	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?	⊠ Yes □ No		
If yes: provide details, including any charges for this service.	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 - whe	n you leave the village		
•	ay an exit fee to the operator when they leave their unit or when the right ld. 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?	<ul> <li>☐ Yes – all residents pay an exit fee calculated using the same formula</li> <li>☒ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> </ul>		
	<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		
7 years	34% of the Licence Value		
8 years	37% of the Licence Value		
More than 8 years	37% of the Licence Value		
out on a daily basis.	cupation is not a whole number of years, the exit fee will be worked		
,	d) exit fee is 37% of the Licence Value after 8 years of residence.		
	11% of the Licence Value x 1/365.  operator: The minimum exit fee is for 1 day of residence.		
10% Reduced Contribu			
Time period from date of occupation of unit to the date the resident ceases 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		
<b>Note:</b> if the period of occount on a daily basis.	cupation is not a whole number of years, the exit fee will be worked		
The maximum (or capped) exit fee is 42% of the Licence Value after 8 years of residence.			
	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	☐ Sale costs for the unit ☑ Legal costs		

## need to pay or contribute to?

### 

- Exit Administration Fee; and
- A portion of the costs of valuation (if you and operator cannot agree on resale value).

**Note from scheme operator:** If a resident applies for and is accepted for a Concessional Licence contract, the resident is not required to contribute to the 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 the unit?

⊠ Yes □ No

**Note from operator:** If a resident applies for and is accepted for a 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
- 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 <i>gain</i> or capital <i>loss</i> on the resale of their unit?	<ul> <li>☐ Yes, the resident's share of the the resident's share of the capital gain is</li></ul>				
	⊠ No				
Part 14 – Exit entitlemer	nt or buyback of freehold units				
	amount the operator may be required to pay the former resident under a ne 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?	<ul> <li>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</li> <li>the day stated in the residence contract</li> <li>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</li> <li>which is 6 months after the termination of the residence contract if you select a Standard Contract</li> <li>14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>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).</li> <li>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.</li> </ul>				

## 14.3 What is the turnover of units for sale in the village?

- 1 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	Deficit/Surplus	Balance	Change from
Year			previous year
2022/23	\$-5,269	\$4,481	-54%
2021/22	\$6,904	\$9,750	\$243%
2020/21	\$-1,485	\$2,845	-34%

Balance of <b>General Services</b>	s Charges	
<b>Fund</b> for last financial year C if no full financial year availab		\$4,481
Balance of <b>Maintenance Re</b> for last financial year <i>OR</i> last full financial year available		\$88,117
Balance of <b>Capital Replacer</b> the last financial year <i>OR</i> last full financial year available		\$31,323
Percentage of a resident ingo contribution applied to the Ca Replacement Fund	•	N/A (amounts are paid each year as recommended by the quantity surveyor's
The operator pays a percentare resident's ingoing contribution determined by a quantity sure to the Capital Replacement Fund is used for replacing the capital items.	n, as veyor's report, <sup>-</sup> und. This	report)

OR

 $\square$  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:

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?

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.

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:
- 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;
  - ii. legal costs (part 11.2); and
  - iii. costs of reinstatement work (if any) (part 12.1).

	<del>-</del>		
Pets			
17.2 Are residents allowed to keep pets?	⊠ Yes □ No		
If yes: specify any restrictions or conditions on pet ownership <i>Visitors</i>	Pets are welcome, if the scheme operator's prior consent is obtained.		
17.3 Are there restrictions on visitors 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		
Villaga by lawa and villa	adhere to the village rules.		
Village by-laws and villa 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.			
Resident input			
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act</i> 1999?	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 industrybased accreditation scheme?	<ul><li>☒ No, village is not accredited</li><li>☐ Yes, village is voluntarily accredited through:</li></ul>		
<b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> 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).

$\boxtimes$	Certificate of registration for the retirement village scheme
$\boxtimes$	Certificate of title or current title search for the retirement village land
$\boxtimes$	Village site plan
$\boxtimes$	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
$\boxtimes$	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 example 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 <a href="https://www.chde.qld.gov.au">www.chde.qld.gov.au</a>

### **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-

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 SocietyFind 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/