## Village Comparison Document

Retirement Villages Act 1999 (Section 74)

## This form is effective from 1 February 2019



## Name of village: Kirami 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.

Form 3

- 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/kirami
- 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 <u>www.caxton.org.au</u> or phone 07 3214 6333.



ABN: 86 504 771 740

• 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 management details			
1.1 Retirement village	Retirement Village Name: Kirami Village		
location	Street Address: 10 West Terrace		
	Suburb: Caloundra		
	State: Queensland		
	Post Code: 4551		
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: 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: Tuesdays 9am-12
	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 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, FA	CILITIES AND SERVICES
	n units: Nature of ownership or tenure
3.1 Resident ownership or tenure of	Freehold (owner resident)
the units in the village	□ Lease (non-owner resident)
is:	⊠ 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 12 units in the village, comprising 12 single storey units

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living				
units				
Studio				
- One bedroom				
- Two bedrooms			12	
- Three bedrooms				
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other			40	
Total number of units			12	
Access and design				
Access and design		from the street in	to and between all	areas of the unit
3.3 What disability access and design				
features do the units	(i.e. no external	or internal steps of	or stairs) in $oxtimes$ all $\Box$	some units
and the village contain?	□ Alternatively, units	a ramp, elevator o	or lift allows entry in	nto □ all □ some
	$oxed{ imes}$ Step-free (hobless) shower in $\Box$ all $oxed{ imes}$ some units			
	$\boxtimes$ Width of doorways allow for wheelchair access in $\Box$ all $\boxtimes$ some units			□ all ⊠ some
	$oxed{ imes}$ Toilet is accessible in a wheelchair in $\Box$ all $oxed{ imes}$ some units			me units
	□ Other key features in the units or village that cater for people with disability or assist residents to age in place:			for people with
	□ None			
Part 4 – Parking for resi	dents and visito	ors		
4.1 What car parking in the village is available for residents?	□ All / Some [u the unit	nit type] units with	arport attached or a own garage or car own car park spac	
	the unit	nit type] units with parking for resider	own car park spac	e separate from
	□ Other parking	g e.g. caravan or t	poat:	
	□	units with no c	ar parking for resid	ents
	🗆 No car parkir	ng for residents in	the village	

	Restrictions on resident's car parking include:		
4.2 Is parking in the village available for visitors?	⊠ Yes □ No		
Part 5 – Planning and de	evelopment		
5.1 Is construction or	Year village construction started	: 1991	
development of the village complete?	Sully developed / completed		
	□ Partially developed / complet	ed	
	Construction yet to commend	e	
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 <i>Planning Act 2016</i> : Not applicable.		
5.3 Redevelopment plan under the <i>Retirement Villages</i>	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ?		
Act 1999	<ul> <li>Yes No</li> <li>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.</li> <li>Note: see notice at end of document regarding inspection of the</li> </ul>		
	development approval documents.		
Part 6 – Facilities onsite	at the village		
6.1 The following facilities are currently	☐ 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]	
		Separate lounge in community centre	

	<ul> <li>Bowling green [indoor/outdoor]</li> <li>Business centre (e.g. computers, printers, internet access)</li> <li>Chapel / prayer room</li> <li>Communal laundries</li> <li>Community room or centre</li> <li>Dining room</li> <li>Gardens</li> <li>Gym</li> <li>Hairdressing or beauty room</li> <li>Library</li> <li>hat is not funded from the General s on access or sharing of facilities</li> </ul>	<ul> <li>Spa [indoor / outdoor] [heated / not heated</li> <li>Storage area for boats / caravans</li> <li>Tennis court [full/half]</li> <li>Village bus or transport</li> <li>Workshop</li> <li>Other:</li> </ul>
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 fa provider: Blue Care Caloundra A by Blue Care.	acility and name of the approved aged Care Facility, which is operated
retirement village operato of the retirement village. T by an Aged Care Assessr	are not covered by the <i>Retiremer</i> r cannot keep places free or guar o enter a residential aged care fa nent Team (ACAT) in accordance you move from your retirement v	nt Villages Act 1999 (Qld). The antee places in aged care for residents acility, you must be assessed as eligible with the Aged Care Act 1997 (Cwth). illage unit to other accommodation and
Part 7 – Services		
7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	<ul><li>residents.</li><li>Managing the community</li><li>Managing security at the</li></ul>	village for the benefit and enjoyment of facilities. retirement village. ystem, emergency help system and/or

	Maintaining and undating safety and emergency procedures for
	<ul> <li>Maintaining and updating safety and emergency procedures for the retirement village.</li> <li>Cleaning, maintaining and repairing the community facilities.</li> <li>Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).</li> <li>Monitoring and eradicating pests.</li> <li>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.</li> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>Maintaining any licences required in relation to the retirement village.</li> <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	⊠ Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – NAPS ID 18040)
home care services under the <i>Aged Care</i> <i>Act 1997 (Cwth)</i> ?	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
Home Support Program s	ay be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by t team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . 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:	⊠ Yes - all residents	□ Optional □ No			
<ul> <li>the emergency help system details are:</li> </ul>	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 p	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				
		the village			
	ution - entry costs to live i				
			ence contract		
An ingoing contribution is	the amount a prospective re	sident must pay under a reside e ingoing contribution is also re			
An ingoing contribution is to secure a right to reside the sale price or purchase	the amount a prospective re in the retirement village. The	sident must pay under a reside	ferred to as		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees.	the amount a prospective re in the retirement village. The price. It does not include or	sident must pay under a reside e ingoing contribution is also re ngoing charges such as rent or	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the	the amount a prospective re in the retirement village. The	sident must pay under a reside e ingoing contribution is also re	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale	the amount a prospective re in the retirement village. The price. It does not include or <b>Accommodation Unit</b>	sident must pay under a reside e ingoing contribution is also re ngoing charges such as rent or	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all	the amount a prospective re in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio	sident must pay under a reside e ingoing contribution is also re ngoing charges such as rent or	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale	the amount a prospective re in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms	sident must pay under a reside e ingoing contribution is also re ngoing charges such as rent or	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re- in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re- in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re- in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedroom	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re- in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedrooms - Two bedrooms - Three bedrooms	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re- in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedrooms - Three bedrooms - Three bedrooms - Three bedrooms - Three bedrooms - Three bedrooms	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees. 9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	the amount a prospective re- in the retirement village. The price. It does not include or Accommodation Unit Independent living units - Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedrooms - Two bedrooms - Three bedrooms	sident must pay under a reside ingoing contribution is also re ogoing charges such as rent or <b>Range of ingoing contribut</b>	ferred to as other		

available for paying<br/>the ingoingThere are three contract types available:<br/>• Standard Contract

5% Reduced Contribution Contract

charges under a residence contract?	10% Reduced Contribution Contract			
	The key differe Contract	nces between the three Ingoing	e contract options are: Payments on exit	
	option Standard Contract	contribution 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%.	<ul> <li>Residents:</li> <li>receive a refund of the reduced ingoing contribution;</li> <li>pay a maximum exit fee of 37% of the Licence Value; and</li> <li>do not receive any capital gain or pay any capital loss.</li> <li>Exit entitlement paid within 18 months of termination.</li> </ul>	
	10% Reduced Contribution Contract	Residents pay a reduced ingoing contribution calculated as the Licence Value reduced by 10%.	<ul> <li>Residents:</li> <li>receive a refund of the reduced ingoing contribution;</li> <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.</li> <li>Exit entitlement paid within 18 months of termination.</li> </ul>	
9.3 What other entry costs do residents need to pay?	Costs relate	stamp duty d to your residence cor d to any other contract yment of General Servi	e.g	
Part 10 – Ongoing Cost	_	iving in the retiremen	t village	
General Services Charge available to residents in t gardening and general m	he village, which	may include managem		

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 Ur	nit	Genera (weekly	I Services Charg	е	Maintenance contribution	Reserve Fund	
Independe	nt Living Units		, ,				
- 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	\$98.39			\$28.85		
Financial year	General Se Charge (rar (weekly)		Overall % change from previous year	Res con	intenance serve Fund htribution (range) hekly)	Overall % change from previous year (+ or -)	
2022/23	\$82.24 to \$8	32.24	-3.37%	\$25	5.06 to \$25.06	-7.80%	
2021/22	\$85.01 to \$8	35.01	4.74%	\$27	.18 to \$27.18	-5.46%	
2020/21	\$81.16 to \$8	31.16	0.05%	\$28	.75 to \$28.75	11.8%	
10.2 What o		🛛 Conter	its insurance		□ Water		
are not cov	2				⊠ Telephone		
General Se Charge? (re		units only)			🛛 Internet	Internet	
will need to pay these			∐ Electricity ⊐		🛛 Pay TV		
	rately) 🛛 🖾 Gas				Other:		
10.3 What ongoing or costs for re	occasional	□ Unit fixt □ Unit fitti					

maintenance and	□ Unit appliances		
replacement of items	⊠ None		
in, on or attached to			
the units are residents	Additional information: Residents are responsible for the items they		
responsible for and	own or bring into their units, any alterations they make to their units,		
pay for while residing in the unit?	and replacing light globes.		
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	$\boxtimes$ Yes $\Box$ No		
service or help			
residents arrange repairs and			
maintenance for their			
unit?			
If yes: provide details,	Unit fixtures and appliances provided by scheme operator are		
including any charges	maintained by the scheme operator. This service is included in the		
for this service.	general services charge and maintenance reserve fund contribution.		
Part 11– Exit fees - whe	h you leave the village		
A resident may have to p	ay an exit fee to the operator when they leave their unit or when the right		
	Id. This is also referred to as a 'deferred management fee' (DMF).		
11.1 Do residents pay	$\Box$ Yes – all residents pay an exit fee calculated using the same		
an exit fee when they	formula		
permanently leave	oxtimes Yes – all new residents pay an exit fee but the way this is worked		
their unit?	out may vary depending on each resident's residence contract		
	□ No exit fee		
	□ Other		
If yes: list all exit fee	Standard Contract		
options that may apply	6% of the ingoing contribution for the first year of residence, 11% of the		
to new contracts	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% Deduced Contribution Contract		
	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%		

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.

Exit fee calculation based on: your ingoing contribution
6% of your ingoing contribution
11% of your ingoing contribution
15% of your ingoing contribution
19% of your ingoing contribution
23% of your ingoing contribution
26% of your ingoing contribution
29% of your ingoing contribution
32% of your ingoing contribution
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 ١	/ears
101010	uiuii	0	yours

**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 ( <b>Licence Value</b> )
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:
	<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>
Part 12 – Reinstatement	and renovation of the unit
12.1 Is the resident responsible for reinstatement of the	🛛 Yes 🗆 No

unit when they leave the unit?	<ul> <li>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: <ul> <li>fair wear and tear; and</li> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul> </li> <li>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.</li> <li>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</li> </ul>		
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	$\Box$ 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?	☐ Yes, the resident's share of the the resident's share of the capital gain is		
	<ul> <li>□ Optional - residents can elect to share in a capital gain or loss option</li> <li>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		
An exit entitlement is the	amount the operator may be required to pay the former resident under a		

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	The scheme	operator will repay	/ the ingoing con	tribution to the resident.
operator will pay the resident worked out?	<ul> <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> </ul>			
	• the Exit	Administration Fe		d valuation costs (if
	37.	e item 11.2); s of reinstatement	work (see item '	12 1) <sup>.</sup> and
	<ul> <li>any other</li> </ul>		-	the resident under the
14.2 When is the exit entitlement payable?	-	perator must pay t the <b>earliest</b> of the		ent to a former resident
	-	ated in the resider		
	cor		a 5% Reduced (	tion of the residence Contribution Contract or ct; or
	≻ wh		fter the termination	on of the residence
	-	fter the settlement next resident or t		e right to reside in the
	under the unless the	residence contrac	et, even if the uni en granted an ex	resident's right to reside t has not been resold, tension for payment by punal (QCAT).
			•	e or letters of t of a former resident
14.3 What is the turnover of units for	0 accommod year	ation units were va	acant as at the e	nd of the last financial
sale in the village?	0 accommod	ation units were re	esold during the l	ast financial year
	6-9 months w three financia		ngth of time to se	ell a unit over the last
Part 15 – Financial man	agement of th	e village		
15.1 What is the financial status for the		rvices Charges F		
funds that the	Financial Year	Deficit/Surplus	Balance	Change from previous year
operator is required to maintain under the	2022/23	\$-3,111	\$-1,211	-164%
Retirement Villages	2021/22	\$-87	\$1,900	-4%
Act 1999?	2020/21	\$-1,584	\$1,987	-44%

Balance of <b>General Services Charges</b> <b>Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$-1,211
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no	\$47,714
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available	\$18,935
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund	N/A (amounts are paid each year as recommended by the quantity surveyor's report)
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.	
OR □ the village is not yet operating.	
	<ul> <li>Fund for last financial year OR last quarter if no full financial year available</li> <li>Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available</li> <li>Balance of Capital Replacement Fund for the last financial year OR last quarter if no full financial year available</li> <li>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</li> <li>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.</li> </ul>

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	⊠ Yes □ No
<b>arranging any</b> <b>insurance cover?</b> If yes, the resident is responsible for these insurance policies:	If yes, the resident is responsible for these insurance policies:
	<ul> <li>Contents insurance (for the resident's property in the unit)</li> <li>Public liability insurance (for incidents occurring in the resident's unit)</li> </ul>
	<ul> <li>Workers' compensation insurance (for the resident's employees or contractors)</li> </ul>
	<ul> <li>Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul>
Part 17 – Living in the vi	llage
Trial or settling in period	d in the village
17.1 Does the village offer prospective	⊠ Yes □ No
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 ( <b>Peace of Mind Guarantee Period</b> ) if the resident changes their mind about living in the village or the licence is otherwise terminated by the resident. If:
	<ul> <li>a) the resident gives 1 months' notice of termination of the licence during the Peace of Mind Guarantee Period; or</li> <li>b) the licence is terminated because the resident dies during the Peace of Mind Guarantee Period,</li> </ul>
	and the unit is vacated by the Vacant Possession Date, being:
	<ul> <li>c) the date that is 1 month after the operator receives the notice under paragraph a); or</li> <li>d) the date that is 1 month after the licence is terminated under paragraph b),</li> </ul>
	and all required documents are delivered to the scheme operator, then:
Date	<ul> <li>e) the resident's liability to pay the general services charge and maintenance reserve fund contribution will end on the Vacant Possession Date;</li> <li>f) the scheme operator will refund the resident's ingoing contribution within 1 month of the Vacant Possession Date;</li> <li>g) the resident will not be required to pay an exit fee (part 11.1) or an exit administration fee (part 11.2);</li> <li>h) the following charges and costs will be payable and set off against the refund of the ingoing contribution: <ul> <li>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;</li> <li>ii. legal costs (part 11.2); and</li> <li>iii. costs of reinstatement work (if any) (part 12.1).</li> </ul> </li> </ul>
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?	⊠ Yes □ No
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 villa	ige rules 200 - Caption 74 - Forma 2 - V/2 - March 2024

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	⊠ Yes □ No		
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	oxed  No, village is not accredited		
through an industry-			
based accreditation scheme?	☐ Yes, village is voluntarily accredited through:		
Scheme:			
_	accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.		
Part 19 – Waiting list			
19.1 Does the village			
maintain a waiting list	🛛 Yes 🗆 No		
for entry?			
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		
	f 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 th			
•	Certificate of registration for the retirement village scheme Certificate of title or current title search for the retirement village land		
<ul> <li>☑ Village site plan</li> <li>☑ Plana showing the</li> </ul>	location floor plan or dimonsions of accommodation units in the village		
•			
	5		
	anning approvals for any further development of the village		
	An approved redevelopment plan for the village under the <i>Retirement Villages Act</i>		

- $\Box$  An approved transition plan for the village
- $\hfill\square$  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 <u>www.hpw.gld.gov.au</u>

#### **General Information**

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

#### 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: <u>www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-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: <u>https://caxton.org.au</u>

#### **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: <u>www.qls.com.au</u>

#### 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: <u>www.justice.qld.gov.au</u>

#### 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/