

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019



Sugarland 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
 - 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 retirewithus.com.au.
- 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 15 February 2021 and applies to prospective residents. That information is subject to change. The village operator reserves the right to vary any of the information in this Village Comparison Document at any time.

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

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name Sugarland Gardens Retirement Village Street Address: 58 Johnston Street Suburb: Avoca State: Qld Post Code: 4670
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Churches of Christ in Queensland Australian Company Number (ACN): 147 481 436 Address: 41 Brookfield Road Suburb: Kenmore State: Qld Post Code: 4069
1.3 Village operator	Name of entity that operates the retirement village (scheme operator) Churches of Christ in Queensland Australian Company Number (ACN): 147 481 436 Address: 41 Brookfield Road Suburb: Kenmore State: Qld Post Code: 4069 Date entity became operator 16 th November 2016
1.4 Village management and onsite availability	Name of village management entity and contact details Churches of Christ in Queensland

	<p>Australian Company Number (ACN): 147 481 436</p> <p>Phone: 07 4150 1400 Email: retirementlivingqld@cofclqd.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays Monday to Friday 8.30am to 4.00pm Weekends Emergency calls</p>
<p>1.5 Approve closure plans and transition plans for the retirement village</p>	<p>Is there an approved transition plan for the village?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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.</i></p>
<p>1.6 Statutory Charge over retirement village land.</p> <p><i>[Note: Delete this section where village does not contain accommodation units with a license tenure]</i></p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <ul style="list-style-type: none"> Registered mortgage no. 719017437 to Westpac Banking Corporation ACN 007 457 141;

Part 2 – Age limits

<p>2.1 What age limits apply to residents in this village?</p>	<p>Generally, the village operator will only accept residents who are at least 65 years old (or, if there are two residents seeking to occupy a unit, at least one of them must be at least 65 years old). However the village operator may (if it wishes) approve residents who have not reached the minimum age. Applications by persons not meeting the minimum age are assessed on a case-by-case basis. The village operator reserves the right to vary the age limits for the village from time to time.</p>
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ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

<p>3.1 Resident ownership or tenure of the units in the village is:</p>	<p> <input type="checkbox"/> Freehold (owner resident) <input checked="" type="checkbox"/> Lease (non-owner resident) <input checked="" type="checkbox"/> Licence (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident) <input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other </p> <p>Note: New residents will be offered a licence to occupy only, not a lease.</p> <p>The village operator reserves the right to use or grant occupation rights in respect of any part of the village (including units) for temporary respite purposes, office/administration purposes, residential tenancies or other purposes, whether under agreements or arrangements that are governed by the <i>Retirement Villages Act 1999 (Qld)</i> or not.</p>
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Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 115 units in the village, comprising 115 single story units; 0 units in multi-story building with 0 levels			
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- One bedroom		9	13	
- Two bedrooms		42	34	
- Three bedrooms		9	7	
Other				1 (currently used by village operator as office)
Total number of units		60	54	1

Access and design

3.3 What disability access and design features do the units and the village contain?	<p><input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Step-free (hobless) shower in <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input checked="" type="checkbox"/> some units</p> <p><input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place</p> <p><input type="checkbox"/> None</p> <p>Note from the village operator: In some villages, units may have been built at different times/stages. Therefore the applicable standards and building codes may differ between different units.</p>
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Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?	<p><input checked="" type="checkbox"/> Some (108) independent living units with own garage or carport attached or adjacent to the unit</p> <p><input checked="" type="checkbox"/> Some (5) independent living units with own car park space adjacent to the unit</p> <p><input checked="" type="checkbox"/> 2 independent living units with no car parking for residents</p> <p>Restrictions on resident’s car parking include:</p> <p>Residents must only park in the village if they have entered into an agreement with the village operator to use one of the village carparks. Visitor parking is for visitors only. The village has a general “one car space per unit” policy. However an exception may be made at the discretion of the village operator.</p>
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<p>4.2 Is parking in the village available for visitors? If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>While there are no specific restrictions on visitor parking, visitors must comply with the residence contract of the resident they are visiting and are subject to the same behavioural obligations as residents. Also, the village operator reserves the right to impose restrictions in the course of administering the village.</p>
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Part 5 – Planning and development

<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started 1987</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p> <p>Note: The village operator reserves the right to further develop or redevelop all or part of the village in the future.</p>
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<p>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.</p>	<p>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></p> <p>N/A</p>
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<p>5.3 Redevelopment plan under the Retirement Villages Act 1999</p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>
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Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

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| <input type="checkbox"/> Activities or games room
<input type="checkbox"/> Arts and crafts room
<input type="checkbox"/> Auditorium
<input checked="" type="checkbox"/> BBQ area outdoors
<input checked="" type="checkbox"/> Billiards room
<input checked="" type="checkbox"/> Bowling green [indoor]
<input type="checkbox"/> Business centre (e.g. computers, printers, internet access)
<input type="checkbox"/> Chapel / prayer room
<input type="checkbox"/> Communal laundries
<input checked="" type="checkbox"/> Community room or centre
<input type="checkbox"/> Dining room
<input checked="" type="checkbox"/> Gardens
<input type="checkbox"/> Gym
<input type="checkbox"/> Hairdressing or beauty room
<input checked="" type="checkbox"/> Library | <input checked="" type="checkbox"/> Medical consultation room
<input type="checkbox"/> Restaurant
<input type="checkbox"/> Shop
<input type="checkbox"/> Swimming pool
<input type="checkbox"/> Separate lounge in community centre
<input type="checkbox"/> Spa
<input type="checkbox"/> Storage area for boats / caravans
<input type="checkbox"/> Tennis court
<input type="checkbox"/> Village bus or transport
<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Other
<p>Communal recreation centre includes library, billiard table, exercise equipment, communal kitchen, lounge, organ, dart playing and card playing facilities. Other facilities include emergency call system and access facilities, communal outdoor recreational areas, communal sitting areas and direct pedestrian gate to shopping centre.</p> |
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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).

For some of the village facilities, the village operator will from time to time specify particular village rules, such as hours of use and booking procedures. Residents must comply with those rules.

Some village facilities may be subject to user charges

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?

- Yes No
- Name of residential aged care facility and name of the approved provider
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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)?

The General Services are all services supplied, or made available, to all residents of the village, associated with the Operating Costs.

What are the Operating Costs?

The Operating Costs are the total of all expenses the village operator incurs in connection with the ownership, operation, management and administration of the village, other than:

- (a) amounts payable directly by you or another resident;
- (b) the direct costs of providing personal services;
- (c) costs for maintaining and repairing the village's capital items that are payable out of the Maintenance Reserve Fund; or
- (d) costs for capital items that are payable out of the Capital Replacement Fund.

Specific inclusions in the Operating Costs

The Operating Costs may include, but are not limited to, the costs of:

- (e) rates, charges, taxes and levies (including fire levy) the village operator has to pay to a government, council or public authority in respect of the village, but not income tax, capital gains tax or GST;
- (f) water, gas, oil, electricity, communications, sewerage, waste disposal and other services supplied to the village, common areas and administration areas (but excluding individual units);
- (g) insurance for the village, including for public risk, fire, lightning, storm, tempest, flood, earthquake, malicious act, explosion, impact and riot or civil commotion and such other risks the village operator thinks necessary to cover against from time to time;
- (h) cleaning (including laundry and consumables) that residents are not obliged to do;
- (i) lawn mowing and gardening, including replacing dead plants, mulching, spraying and fertilising;
- (j) services (including recreation and entertainment facilities, activities, programs and consumables) the village operator provides to residents of the village (except services for which the village operator directly charges);
- (k) minor repairs and day-to-day maintenance (including preventative maintenance) necessary to keep the village in good order and condition, including provision at the village operator's discretion for future contingencies;
- (l) pest control;

- (m) fire fighting and protection equipment and services, including sprinkler systems, hydrants, fire extinguishers and smoke detectors;
- (n) maintaining, monitoring and responding to any emergency call system, other security services or emergency care services in the village;
- (o) the operation and day-to-day maintenance of any vehicles used for the operation of the village or transportation of residents of the village, including insurance, registration, tolls, servicing, oil and petrol;
- (p) plant, equipment and software;
- (q) contractors the village operator engages from time to time;
- (r) a reasonable share of any off-site administration and management costs, including rent or occupancy charges for the use of areas outside the village for village purposes (eg office space, reception);
- (s) wages, salaries, employee benefits, payroll tax, workers' compensation insurance premiums and other employment costs for the village operator's employees relating to the village, including travel, accommodation, training (internal and external), recruitment and workplace health and safety expenses;
- (t) administration (including photocopying, postage, courier, printing and stationery expenses), management, accounting, audit, legal and banking costs for the operation of the village;
- (u) complying with laws and the requirements of authorities relating to the operation, management and administration of the village;
- (v) all costs of, or incidental to, resolving any dispute between the village operator and residents (including the costs of auditors, experts and other consultants), including disputes about the reasonableness or fairness of the calculation of the General Services Charge or Maintenance Reserve Fund contributions, excluding:
 - i. costs awarded against the village operator by a tribunal or court; and
 - ii. legal costs incurred by the village operator in relation to a retirement village issue (as defined by the Act).
- (w) expenditures carried forward from any previous accounting period;
- (x) any excess payable under an insurance policy for the village; and
- (y) costs of obtaining the opinions or reports of experts or consultants.

<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</p>	<p><input checked="" type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> NAPS (National Approved Provider System) number 22808 ID.</p> <p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
<p>Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i>. These home care services are not covered by the <i>Retirement Villages Act 1999 (Qld)</i>. Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</p>	

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	\$ to \$.....
- One bedroom	\$ 145,000.00 to \$190,000.00
- Two bedrooms	\$ 235,000.00 to \$310,000.00
- Three bedrooms	\$ 250,000.00 to \$340,000.00
Serviced units	
- Studio	\$ to \$.....
- One bedroom	\$ to \$.....
- Two bedrooms	\$ to \$.....
- Three bedrooms	\$ to \$.....
Other	\$ to \$.....
Full range of ingoing contributions for all unit types	\$ 145,000.00 to \$340,000.00

Note: the amounts referred to in this Item 9.1 represent “Original Standard Ingoing Contributions”, ie assuming that an “Option A” resident contract is selected (see Item 9.2 for details)

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?

Yes No

Residents may select from four contract options. In selecting their preferred contract option, residents may elect to pay a lower ingoing contribution upon entry to the village, in return for paying a higher exit fee upon departure from the village. These contract options may be summarised as follows:

Contract Option	Percentage of Original Standard Ingoing Contribution payable	Relevant Exit Fee Table – refer Item 11.1	Maximum Exit Fee Percentage (based on your Original Standard Ingoing Contribution)
Option A	100%	Table A	35%
Option B	95%	Table B	40%

Option C	90%	Table C	45%
Option D	80%	Table D	55%

In this document, “Original Standard Ingoing Contribution” means the ingoing contribution that would be payable by you if you entered into an “Option A” residence contract, at the time you are granted the licence to occupy the unit under your residence contract.

The village operator reserves the right at any time to vary the contract options it offers other residents of the village (including any subsequent resident of your unit). Without limitation, the village operator’s right in this regard includes the right:

- (a) to introduce or discontinue one or more contract options;
- (b) to change the units or number of units in respect of which the village operator offers one or more contract options;
- (c) not to offer one or more contract options in respect of one or more units; or
- (d) to vary the details of one or more of the contract options.

9.3 What other entry costs do residents need to pay?

- Transfer or stamp duty
- Costs related to your residence contract
- Costs related to any other contract e.g.
- Advance payment of General Services Charge
- Other costs: Administration fee \$660.00

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

General Services Charge: Residents **pay** this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

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

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
All units pay a flat rate	\$100.44	\$22.515

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2019/20	\$99.15	0.00%	\$23.815	-0.07%
2018/19	\$99.15	0%	\$23.83	2.45%
2017/18	\$99.15	-8.2%	\$23.26	36.82%

Note: The village operator acquired the village in 2016 and has completed this item 10.1 to the best of its ability on the basis of the information available.

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	<input checked="" type="checkbox"/> Contents insurance	<input type="checkbox"/> Water
	<input type="checkbox"/> Home insurance (freehold units only)	<input checked="" type="checkbox"/> Telephone
	<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Internet
	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Pay TV
		<input type="checkbox"/> Other

10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	<input type="checkbox"/> Unit fixtures
	<input type="checkbox"/> Unit fittings
	<input type="checkbox"/> Unit appliances
	<input type="checkbox"/> None
	Additional information
	If your unit includes a garden then you must keep the garden in good condition.
	You must keep your unit clean.
	You must take reasonable steps to keep your unit free of pests (other than termites), including by having pest control treatments (other than termite treatments) carried out in your unit at your expense annually and whenever else the village operator reasonably requires you to do so.
	If you make any alterations or additions to the unit with the village operator's consent, or if any alterations or additions made by a previous resident of the unit remain in, on or attached to the unit when you take occupation, you are responsible for keeping them clean, well maintained and in good repair, and replacing them if they are worn out or cannot reasonably be repaired.

	You are also responsible for repairing or replacing things in, on or attached to the unit and in the village that you damage or destroy, or are subject to accelerated wear because of your actions.
<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Note: Subject to the exceptions referred to in Item 10.3, the village operator is generally responsible for the maintenance, repair and replacement of the unit and items in, on or attached to the unit.</p>

Part 11– Exit fees - when you leave the village

A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a ‘deferred management fee’ (DMF).

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula <input checked="" type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract <input type="checkbox"/> No exit fee <input type="checkbox"/> Other</p> <p>Exit fees are calculated as a percentage (set out in the applicable exit fee table below) of your Original Standard Ingoing Contribution, according to the period from (and including) the commencement date of your residence contract (to and including) your Exit Date.</p> <p>The applicable exit fee table depends on the contract option selected by you before you entered into your residence contract (see Item 9.2).</p> <p>In this document, “Exit Date” means the later of:</p> <p>(a) the date your residence contract expires or is terminated; and</p> <p>(b) the date that you vacate the unit,</p> <p>or any other date that the <i>Retirement Villages Act 1999 (Qld)</i> specifies as the date as at which the exit fee for a residence contract is to be, or may be, calculated.</p> <p>For simplicity, the Exit Fee information below and any Prospective Costs Document given to you assume that the date of occupation of your unit and the commencement date of your residence contract are the same date, and that you cease to reside in the unit on the Exit Date. However, this is subject to the terms of your residence contract and the <i>Retirement Villages Act 1999 (Qld)</i>.</p> <p>All residents must also pay a termination fee of \$1,000, which will be deducted from their exit entitlement (see Item 14.1).</p>
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Table A – Contract Option A

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 Original Standard Ingoing Contribution
1 year	10% of your Original Standard Ingoing Contribution
2 years	15% of your Original Standard Ingoing Contribution
3 years	20% of your Original Standard Ingoing Contribution
4 years	25% of your Original Standard Ingoing Contribution
5 years	30% of your Original Standard Ingoing Contribution
6 years	35% of your Original Standard Ingoing Contribution
10 years	35% of your Original Standard 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 will be 35% of your Original Standard Ingoing Contribution after 6 years of residence, plus a termination fee of \$1,000.00.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 10% of your Original Standard Ingoing Contribution, plus a termination fee of \$1,000.00, if the period of occupation is 1 day.

Table B – Contract Option B

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 Original Standard Ingoing Contribution
1 year	15% of your Original Standard Ingoing Contribution
2 years	20% of your Original Standard Ingoing Contribution
3 years	25% of your Original Standard Ingoing Contribution
4 years	30% of your Original Standard Ingoing Contribution
5 years	35% of your Original Standard Ingoing Contribution
6 years	40% of your Original Standard Ingoing Contribution
10 years	40% of your Original Standard 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 will be 40% of your Original Standard Ingoing Contribution after 6 years of residence, plus a termination fee of \$1,000.00.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 15% of your Original Standard Ingoing Contribution, plus a termination fee of \$1,000.00, if the period of occupation is 1 day.

Table C – Contract Option C

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 Original Standard Ingoing Contribution
1 year	20% of your Original Standard Ingoing Contribution
2 years	25% of your Original Standard Ingoing Contribution
3 years	30% of your Original Standard Ingoing Contribution
4 years	35% of your Original Standard Ingoing Contribution
5 years	40% of your Original Standard Ingoing Contribution
6 years	45% of your Original Standard Ingoing Contribution
10 years	45% of your Original Standard 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 will be 45% of your Original Standard Ingoing Contribution after 6 years of residence, plus a termination fee of \$1,000.00.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 20% of your Original Standard Ingoing Contribution, plus a termination fee of \$1,000.00, if the period of occupation is 1 day.

Table D– Contract Option D

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 Original Standard Ingoing Contribution
1 year	30% of your Original Standard Ingoing Contribution
2 years	35% of your Original Standard Ingoing Contribution
3 years	40% of your Original Standard Ingoing Contribution
4 years	45% of your Original Standard Ingoing Contribution
5 years	50% of your Original Standard Ingoing Contribution
6 years	55% of your Original Standard Ingoing Contribution
10 years	55% of your Original Standard 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 will be 55% of your Original Standard Ingoing Contribution after 6 years of residence, plus a termination fee of \$1,000.00.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 30% of your Original Standard Ingoing Contribution, plus a termination fee of \$1,000.00, if the period of occupation is 1 day.

<p>11.2 What other exit costs do residents need to pay or contribute to?</p>	<p><input checked="" type="checkbox"/> Sale costs for the unit (if any), including costs of engaging a registered valuer to determine the resale value of the right to reside in the unit, if the resident does not agree with the village operator's proposed resale value. The resident's portion of any sale or valuation costs is calculated as follows:</p> $\frac{(A - B - C)}{D}$ <p><u>Where:</u></p> <p><u>A = the resident's ingoing contribution</u> <u>B = the exit fee</u> <u>C = the termination fee</u> <u>D = the ingoing contribution payable by the next resident of the unit</u></p> <p><input type="checkbox"/> Legal costs</p> <p><input checked="" type="checkbox"/> Other costs</p> <p>\$1000.00 termination fee</p>
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Part 12 – Reinstatement and renovation of the unit

<p>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The resident is only responsible for reinstatement work to the extent it is required because the resident has caused damage or accelerated wear to the unit.</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • <i>fair wear and tear; and</i> • <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i> <p><i>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.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>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</p>
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resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

Part 13 – Capital gain or losses

13.1 When the resident’s interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?

No

Part 14 – Exit entitlement or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the operator will pay the resident worked out?

- Your ingoing contribution
- Less exit fee
- Less termination fee
- Less any general services charges or maintenance reserve fund contributions owing
- Less any costs of, or associated with, reinstatement work for which you are liable
- Less any amounts you owe to the village operator under any other agreements the village operator has with you about the provision of services or goods to you in the village
- Less the costs and expenses the village operator incurs with respect to the termination of your residence contract including, without limitation, your share of the village operator’s costs of finding a new resident for your unit and your share of any valuation costs
- Less any other amounts you must pay to the village operator under your residence contract, including any personal services charges owing

14.2 When is the exit entitlement payable?

- By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:
- the day stated in the residence contract
 - which may range from 28 days (where the resident transfers to a Churches of Christ Care Aged Care Facility and other criteria are satisfied) to 12 months after the termination of the residence contract
 - 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator

	<ul style="list-style-type: none"> • 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). <p>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.</p>
<p>14.3 What is the turnover of units for sale in the village?</p>	<p>24 accommodation units were vacant as at the end of the last financial year</p> <p>13 accommodation units were resold during the last financial year</p> <p>16.5 months was the average length of time to sell a unit over the last three financial years.</p>

Part 15– Financial management of the village

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

General Services Charges Fund for the last 3 years

Financial Year	Deficit/ Surplus	Change in deficit/ surplus from previous year	Total general service charges collected for the financial year	Change in total general service charges collected from previous years
2019/20	\$134,920	3.4%	\$596,166	0.3%
2018/19	\$139,727	3.0%	\$594,533	0.0%
2017/18	\$135,689	43.0%	\$594,516	N/A

Note: The village operator acquired the village in 2016 and has completed this item 15.1 to the best of its ability on the basis of the information available. Where items in the above table have been left blank, this data is not available to the village operator.

Balance of **General Services Charges Fund** for last financial year OR last quarter if no full financial year available. \$134,920

Balance of **Maintenance Reserve Fund** for last financial year OR last quarter if no full financial year available \$267,546

Balance of **Capital Replacement Fund** for the last financial year OR last quarter if no full financial year available \$44,551

The village operator contributes to the Capital Replacement Fund in accordance with the relevant quantity surveyor report as updated from time to time.

Percentage of a resident ingoing contribution applied to the Capital Replacement Fund

The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.

OR

the village is not yet operating.

Part 16 – Insurance

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

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

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

<p>16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies:</p> <ul style="list-style-type: none"> • Your property in your unit; • Public liability claims brought as a result of any incident occurring in your unit; and • Workers compensation claims brought by any employee or contractor that you engage to carry out work or provide services in your unit.
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Part 17 – Living in the village

Trial or settling in period in the village

<p>17.1 Does the village offer prospective residents a trial period or a settling in period in the village? If yes: provide details including, length of period, relevant time frames and any costs or conditions</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(a) At any time during the period of 6 months after the commencement date of your residence contract, you may give the village operator a notice terminating your residence contract if, at the time you give the village operator your notice, your residence contract has not already been terminated.</p> <p>(b) If you give the village operator notice in accordance with paragraph (a), then:</p> <ul style="list-style-type: none"> (i) the termination date is one (1) month after the date the village operator receives your notice; (ii) all the provisions of your residence contract that apply as a consequence of the termination of your residence contract will apply, except that: <ul style="list-style-type: none"> (A) you will not be required to pay the village operator the exit fee; and (B) your exit entitlement will be payable no later than your Exit Date; and (C) you will no longer be liable to pay the General Services Charge or Maintenance Reserve Fund contributions (or any share of those amounts) after your Exit Date.
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Pets

<p>17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Except for a fish in a tank, you may not have pets in your unit or in the village without the village operator's consent. The village operator may give or refuse this consent in its absolute discretion or may impose any conditions it thinks fit on its consent. If the village operator consents to a pet then:</p> <ul style="list-style-type: none"> (a) that consent is particular to the approved pet only, and does not extend to a replacement of that pet; (b) you must comply with any conditions of that consent; and
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	<p>(c) the village operator may revoke the consent if the pet is a nuisance, in which case you must remove the pet from the village.</p> <p>The village operator may introduce, and change from time to time, a pet policy which sets out general guidelines for the ownership and control of pets in the village. You must comply with the provisions of any pet policy the village operator has in place from time to time. A copy of the current pet policy for the village is available upon request.</p>
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Visitors

<p>17.3 Are there restrictions on visitors staying with residents or visiting?</p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(a) You may allow your visitor or guest to stay in your unit with you (but not without you also being at the unit):</p> <p>(i) for no more than 14 days in any three month period, but only with the village operator's prior written consent (which the village operator will not unreasonably withhold); or</p> <p>(ii) for more than 14 days in any three month period, but only with the village operator's prior written consent (which the village operator may grant or refuse in its absolute discretion).</p> <p>However, the village operator reserves the right to require any such person to leave the village immediately if he or she does not comply with this residence contract or the village by-laws or rules.</p> <p>(b) Subject to paragraph (a), you may not allow any other person, including a relative, carer, friend, boarder or lodger, to reside in the unit without the village operator's written consent, which the village operator may:</p> <p>(i) give or deny in its absolute discretion or give on such terms and conditions as the village operator thinks fit; and</p> <p>(ii) withdraw at any time.</p>
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Village by-laws and village rules

<p>17.4 Does the village have village by-laws?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
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<p>17.5 Does the operator have other rules for the village.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>
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Resident input

<p>17.6 Does the village have a residents</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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committee established under the Retirement Villages Act 1999?	<p><i>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.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
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Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through:
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Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

Part 19 – Waiting list

19.1 Does the village maintain a waiting list for entry? If yes, <ul style="list-style-type: none"> what is the fee to join the waiting list? 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No fee
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Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

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

- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

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

Further Information

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

General Information

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages

For more information on retirement villages and other seniors living options: www.qld.gov.au/seniorsliving

Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: [Error! Hyperlink reference not valid. https://caxton.org.au](https://caxton.org.au)

Queensland Law Society

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

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au/