

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 1st February 2019 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

<p>1.1 Retirement village location</p>	<p>Retirement Village Name Sugarland Gardens Retirement Village</p> <p>Street Address 58 Johnston Street</p> <p>.....</p> <p>Suburb Avoca State QldPost Code 4670</p>
<p>1.2 Owner of the land on which the retirement village scheme is located</p>	<p>Name of land owner Churches of Christ in Queensland</p> <p>Australian Company Number (ACN) 147 481 436.....</p> <p>Address 41 Brookfield Road</p> <p>.....</p> <p>Suburb Kenmore State QldPost Code 4069</p>
<p>1.3 Village operator</p>	<p>Name of entity that operates the retirement village (scheme operator)</p> <p>Churches of Christ in Queensland</p> <p>Australian Company Number (ACN) 147 481 436.....</p> <p>Address 41 Brookfield Road</p> <p>.....</p> <p>Suburb Kenmore State QldPost Code 4069.....</p> <p>Date entity became operator 16th November 2016</p>

<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details</p> <p>Churches of Christ in Queensland</p> <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 4.30pm</p> <p>Weekends Emergency calls</p>
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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)</p> <p><input checked="" type="checkbox"/> Lease (non-owner resident)</p> <p><input checked="" type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><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		21		
- Two bedrooms		71	8	
- Three bedrooms		12	2	
Other				1 (currently used by village operator as office)
Total number of units		104	10	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: 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>

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>

<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 Is there development approval or a development application pending for further development or redevelopment of the village?</p>	<p>Development approval granted</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p> <p>Development application pending</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</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 checked="" type="checkbox"/> Medical consultation room |
| <input type="checkbox"/> Arts and crafts room | <input type="checkbox"/> Restaurant |
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Shop |
| <input checked="" type="checkbox"/> BBQ area outdoors | <input type="checkbox"/> Swimming pool |
| <input checked="" type="checkbox"/> Billiards room | <input type="checkbox"/> Separate lounge in community centre |
| <input checked="" type="checkbox"/> Bowling green [indoor] | <input type="checkbox"/> Spa |
| <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) | <input type="checkbox"/> Storage area for boats / caravans |
| <input type="checkbox"/> Chapel / prayer room | <input type="checkbox"/> Tennis court |
| <input type="checkbox"/> Communal laundries | <input type="checkbox"/> Village bus or transport |
| <input checked="" type="checkbox"/> Community room or centre | <input type="checkbox"/> Workshop |
| <input type="checkbox"/> Dining room | <input checked="" type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Gardens | 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. |
| <input type="checkbox"/> Gym | |
| <input type="checkbox"/> Hairdressing or beauty room | |
| <input checked="" type="checkbox"/> Library | |

Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

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

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 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;

	<ul style="list-style-type: none"> (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 contribution (excluding costs awarded against the village operator by a tribunal or court); (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>

7.3 Does the retirement village operator provide government funded home care services under the *Aged Care Act 1997 (Cwth)*?

Yes, the operator is an Approved Provider of home care under the *Aged Care Act 1997* NAPS (National Approved Provider System) number 22808 ID.

Yes, home care is provided in association with an Approved Provider

No, the operator does not provide home care services, residents can arrange their own home care services

Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 – Security and emergency systems

<p>8.1 Does the village have a security system?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Please note the village operator may arrange security patrols at random times throughout the night</p>
<p>8.2 Does the village have an emergency help system? If yes or optional:</p> <ul style="list-style-type: none"> • the emergency help system details are: • the emergency help system is monitored between: 	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Tunstall Health –This system involves a personal alarm and 24 hour monitoring service.</p> <ul style="list-style-type: none"> • You do not need to be next to your phone or the base alarm unit. • The alarm has a powerful speaker and microphone which allows a two-way voice function. • The system is monitored 24 hours a day 7 days a week 365 days of the year. • Fees associated with the emergency help system form part of the General Services Charge. • If the emergency help system operates through the telephone system, you must at all times have an operative telephone line and handset in your unit to connect to the emergency call system and the telephone connection is your responsibility.
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>First aid kit in the office and community centre.</p> <p>Please note that residents are not necessarily trained in first aid.</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	\$ 150,000.00 to \$190,000.00
- Two bedrooms	\$ 215,000.00 to \$330,000.00
- Three bedrooms	\$ 260,000.00 to \$330,000.00
Serviced units	
- Studio	\$ to \$.....
- One bedroom	\$ to \$.....
- Two bedrooms	\$ to \$.....
- Three bedrooms	\$ to \$.....
Other	\$ to \$.....
Full range of ingoing contributions for all unit types	\$ 150,000.00 to \$330,000.00

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 Charge 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	\$99.15	\$23.83

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 -)
2017/18	\$99.15	-8.2%	\$23.26	36.82%
2016/17	\$108.00	6%	\$17.00	-7%
2015/16	\$102.00%	\$19.00%

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. Where items in the table have been left blank, this data is not available to the village operator.

<p>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</p>	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas	<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other
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<p>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?</p>	<input type="checkbox"/> Unit fixtures <input type="checkbox"/> Unit fittings <input type="checkbox"/> Unit appliances <input type="checkbox"/> None <p>Additional information</p> <p>If your unit includes a garden then you must keep the garden in good condition.</p> <p>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.</p> <p>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.</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
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
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
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
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 <i>gain</i> or capital <i>loss</i> on the resale of their unit?	<input checked="" type="checkbox"/> No
Part 14 – Exit entitlement	
<i>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.</i>	
14.1 How is the exit entitlement which the operator will pay the resident worked out?	<p>Your ingoing contribution</p> <p>Less exit fee</p> <p>Less termination fee</p> <p>Less any general services charge or maintenance reserve fund contribution owing</p> <p>Less any costs of, or associated with, reinstatement work for which you are liable</p> <p>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</p> <p>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</p> <p>Less any other amounts you must pay to the village operator under your residence contract, including any personal services charges owing</p>
14.2 When is the exit entitlement payable?	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ➤ 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>22 accommodation units were vacant as at the end of the last financial year</p> <p>3 accommodation units were resold during the last financial year</p> <p>5.6 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 for the last 3 years

Financial Year	Deficit/Surplus	Change from previous year
2017/18	\$135,689.00	43.0%
2016/17	\$94,857.00	2,818.68%
2015/16	\$3,250.00%

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 **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available \$197,245.00

Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available \$107,672.00

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.

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

OR

the village is not yet operating.

Part 16 – Insurance

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

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

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

16.1 Is the resident responsible for arranging any insurance cover?

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

Yes No

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

- Your property in your unit;
- Public liability claims brought as a result of any incident occurring in your unit; and

	<ul style="list-style-type: none"> 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> <p>(i) the termination date is one (1) month after the date the village operator receives your notice;</p> <p>(ii) all the provisions of your residence contract that apply as a consequence of the termination of your residence contract will apply, except that:</p> <p>(A) you will not be required to pay the village operator the exit fee; and</p> <p>(B) your exit entitlement will be payable no later than your Exit Date; and</p> <p>(C) you will no longer be liable to pay the General Services Charge or Maintenance Reserve Fund contribution (or any share of those amounts) after your Exit Date.</p>
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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> <p>(a) that consent is particular to the approved pet only, and does not extend to a replacement of that pet;</p> <p>(b) you must comply with any conditions of that consent; and</p> <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>
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>
<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>
Resident input	
<p>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <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>
Part 18 – Accreditation	
<p>18.1 Is the village voluntarily accredited</p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p>

through an industry-based accreditation scheme?	<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, • 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
- 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 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/