Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019



ABN: 86 504 771 740



Form 3

Fassifern 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 http://cofc.com.au/fassifern-retirement-village
- 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 April 2024 and applies to prospective residents.

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

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Fassifern Retirement Village Street Address: Harold Stark Avenue Suburb: Boonah State: Qld Post Code: 4310	
1.2 Owner of the land	Name of land owner: Churches of Christ in Queensland	
on which the	Australian Company Number (ACN): 147 481 436	
retirement village	Address: 41 Brookfield Road	
scheme is located	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: 8 November 1989	
1.4 Village	Name of village management entity and contact details:	
management and	Churches of Christ in Queensland	
onsite availability	Australian Company Number (ACN): 147 481 436	

	Phone: 07 5463 2105 Email: retirementlivinggld@cofcgld.com.au		
	An onsite manager (or representative) is available to residents:		
	\boxtimes Part time		
	☑ Other – via phone Monday to Friday 8.00am to 4.00pm		
	Onsite availability includes:		
	Weekdays: Monday, Tuesday Wednesday, Thursday and Friday 9.00am to 2.30pm		
	Weekends: Emergency Calls		
1.5 Approved closure	Is there an approved transition plan for the village?		
plan or transition plan for the retirement	□ Yes ⊠ No		
village	A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.		
	Is there an approved closure plan for the village?		
	□ Yes ⊠ No		
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.		
1.6 Statutory Charge over retirement village land.	Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.		
	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.		
	Is a statutory charge registered on the certificate of title for the retirement village land?		
	□ Yes ⊠ No		
	If yes, provide details of the registered statutory charge:		
Part 2 – Age limits			
2.1 What age limits apply to residents in this village?	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.			
ACCOMMODATION, FAC	CILITIES AND SE	RVICES		
Part 3 – Accommodatio	n units: Nature of	ownership o	r tenure	
3.1 Resident	Freehold (ow	ner resident)		
ownership or tenure of the units in the village	Lease (non-owner resident)			
is:	Licence (non-	owner residen	t)	
			(non-owner resident)
		ıst (non-owner		
	``	wner resident)		
	U Other			
Accommodation types	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.			
3.2 Number of units by				
accommodation type and tenure		units in the village, comprising 47 single story units; 0		
Accommodation	units in multi-story building with 0 levels Freehold Leasehold Licence Other – Renta			Other – Rental
unit Independent living units				
- Studio				
- One bedroom			6	
- One bed + study			2	
- Two bedroom			33	
- Two bed + study			6	
- Three bedroom				
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units			47	

Access and design		
3.3 What disability access and design features do the units	\boxtimes Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in \square all units \boxtimes some units	
and the village contain?	\Box Alternatively, a ramp, elevator or lift allows entry into \Box all \Box some units	
	oxtimes Step-free (hobless) shower in $oxtimes$ some units	
	oxtimes Width of doorways allow for wheelchair access in $oxtimes$ some units	
	oxtimes Toilet is accessible in a wheelchair in $oxtimes$ some units	
	□ Other key features in the units or village that cater for people with disability or assist residents to age in place	
	None 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.	
Part 4 – Parking for resi	dents and visitors	
4.1 What car parking in the village is available for residents?	 Some 40 independent living units with own garage or carport attached or adjacent to the unit 1 independent living unit with no car parking for residents 	
	Restrictions on resident's car parking include:	
	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 "maximum one car space per unit" policy. However, an exception may be made at the discretion of the village operator.	
4.2 Is parking in the village available for	⊠ Yes □ No	
visitors? If yes, parking restrictions include	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.	
Part 5 – Planning and de	evelopment	
5.1 Is construction or	Year village construction started 1972	
development of the village complete?	Fully developed / completed	
	Partially developed / completed	
	Construction yet to commence	
	Note: The village operator reserves the right to further develop or redevelop all or part of the village in the future.	
5.2 Construction,	Development approval granted	
development applications and	🛛 Yes 🔲 No	

development approvals Provide details and timeframe of development or proposed development, including the final	The village operator has obtained a development approval to construct an additional 75 independent living units at the retirement village, which will bring the total number of units in the village to 122 when development is complete. It is envisaged that there will be two types of new units: 2 bedrooms + study and 3 bedroom duplex with garage. New facilities intended to be constructed at the village as part of this development include a lake house and swimming pool.		
number and types of units and any new facilities.	The village operator intends to o	complete these works before the expiry 1 March 2024. However, this timeframe	
	Development application pendin	g	
	Is there an approved redevelopn Retirement Villages Act?	nent plan for the village under the	
	🖾 No		
	The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment at 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 Communities, Housing and Digital Economy. Note: see notice at end of document regarding inspection of the		
	development approval documents.		
5.3 Redevelopment plan under the <i>Retirement Villages</i>	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ?		
Act 1999	□ Yes ⊠ No		
	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 Communities, Housing and Digital Economy.		
	Note: see notice at end of document regarding inspection of the development approval documents.		
Part 6 – Facilities onsite	e at the village		
6.1 The following facilities are currently	⊠ Activities or games room	Medical consultation room	
available to residents:	☐ Arts and crafts room	□ Restaurant	
	Auditorium Shop		

	⊠ BBQ area outdoors	Swimming pool [indoor / outdoor]		
	☐ Billiards room	[heated / not heated]		
	Bowling green [indoor/outdoor]	Separate lounge in community centre		
	Business centre (e.g. computers, printers, internet	Spa [indoor / outdoor] [heated / not heated		
	access)	 Storage area for boats / caravans Tennis court [full/half] 		
	Communal laundries	⊠ Village bus or transport – shared		
	oxtimes Community room or centre	service with Residential Aged Care		
	Dining room	□ Workshop		
	⊠ Gardens	Other – Emergency call system and access facilities		
	☐ Gym	and access facilities		
	☐ Hairdressing or beauty room			
	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.				
The village bus is shared with the co-located aged care facility.				
 With the village operator's agreement, retirement village residents may use certain facilities and participate in certain activities within the co-located residential aged care facility or church in common with the aged care facility residents and others, including: church hall (which hosts activities such as indoor bowls); and separate lounge in church hall. 				
Charges may apply to some of these facilities/activities.				
6.2 Does the village have an onsite,	🛛 Yes 🗌 No			
attached, adjacent or co-located residential aged care facility?	Name of residential aged care facility and name of the approved provider			
	Facility name: Fassifern Aged Care Service Approved provider: Churches of Christ in Queensland			
•	Note: Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld).</i> 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 co	nnection with the ownership, operation, management and on 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 inc	lusions in the Operating Costs	
	The Operat	ing 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;
	pest control;
(n	 fire-fighting and protection equipment and services, including sprinkler systems, hydrants, fire extinguishers and smoke detectors;
(r) maintaining, monitoring and responding to any emergency call system, other security services or emergency care services in the village;
(c) 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;
a)) plant, equipment and software;
(c) 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 (e.g. 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;
(ι) complying with laws and the requirements of authorities relating to the operation, management and administration of the village;
(\) 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 Charges or Maintenance Reserve Fund contribution, 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 in the Act).
(v	 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. 			
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	□ Yes ⊠ No			
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	 Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number 5058) Yes, home care is provided in association with an Approved Provider 			
	\Box No, the operator does not provide home care services, residents can arrange their own home care services			
Home Support Program s an aged care assessment services are not covered Residents can choose t	residents may be eligible to receive a Home Care Package, or a Commonwealth ort Program subsidised by the Commonwealth Government if assessed as eligible by assessment team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care not covered by the <i>Retirement Villages Act 1999</i> (Qld). an choose their own approved Home Care Provider and are not obliged to use nt village provider, if one is offered.			
Part 8 – Security and en	nergency systems			
8.1 Does the village have a security system?	☐ Yes ⊠ No Please note the village operator may arrange security patrols at			
	random times throughout the night.			
 8.2 Does the village have an emergency help system? If yes or optional: the emergency help 	 Yes - all residents Optional No Tunstall Health – This system involves a personal alarm and 24 hour monitoring service. 			
system details are:	 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 and/or maintenance reserve fund contributions. 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.		
 the emergency help system is monitored between: 	24 hours per day, 7 days per week		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	Yes INO The shared bus and Clubhouse have a first aid kit. Please note that residents are not necessarily trained in first aid.		
If yes, list or provide details e.g. first aid kit, defibrillator			
COSTS AND FINANCIAL	MANAGEMENT		
Part 9 – Ingoing contrib	ution - entry costs to live in	the village	
to secure a right to reside	in the retirement village. The price. It does not include on	sident must pay under a residence contract ingoing contribution is also referred to as going charges such as rent or other	
9.1 What is the	Accommodation Unit	Range of ingoing contribution	
estimated ingoing contribution (sale	- Studio	\$ to \$	
price) range for all			
types of units in the	- One bedroom	\$220,000.00 to \$220,000.00	
village	- One bedroom + Study	\$280,000.00 to \$280,000.00	
	- Two bedrooms	\$360,000.00 to \$380,000.00	
	- Two bedrooms + Study	\$450,000.00 to \$450,000.00	
	Serviced units		
	- Studio	\$ to \$	
	- One bedroom	\$ to \$	
	- Two bedrooms	\$ to \$	
	- Three bedrooms	\$ to \$	
	Other	\$ to \$	
	Full range of ingoing contributions for all unit types	\$220,000.00 to \$450,000.00	
	Note: the amounts referred to in this Item 9.1 represent "Original Standard Ingoing Contributions", i.e. assuming that an "Option A" resident contract is selected (see Item 9.2 for details).		
9.2 Are there different financial options	🛛 Yes 🗌 No		
available for paying the ingoing contribution and exit	Residents may select from three contract options. In selecting their preferred contract option, residents may elect to pay a lower ingoing		

fee or other fees and charges under a residence contract? If yes: specify or set out in a table how the	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 options work e.g. pay a higher ingoing contribution and less or no exit fee.	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%
	 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 Advance payment of General Services Charge 			
	⊠ Other costs -	Administration Fee	\$660.00	
Part 10 – Ongoing Costs	s - costs while liv	ving in the retirem	ent 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	\$115.55	\$24,48

*Note the General Services Charge does not include the Maintenance Reserve Fund Contribution

Last three years of General Services Charge and Maintenance Reserve Fund contribution **General Services Overall %** Maintenance Overall % Financial change from change from year Charge (range) Reserve Fund (weekly) previous year contribution (range) previous year (weekly) (+ or -) 2022/23 \$107.89 \$22.345 +5.20% +6.00% 2021/22 \$101.785 +1.70% -6.78% \$21.24 2020/21 \$100.085 +1.42% \$22.785 +8.03% 10.2 What costs \boxtimes Contents insurance □ Water relating to the units ⊠ Telephone Home insurance (freehold units are not covered by the **General Services** only) ⊠ Internet Charge? (residents \boxtimes Electricity will need to pay these Pay TV costs separately) Gas Other 10.3 What other Unit fixtures ongoing or occasional Unit fittings costs for repair. maintenance and Unit appliances replacement of items in, on or attached to □ None the units are residents responsible for and Additional information pay for while residing If your unit includes a garden then you must keep the garden in good in the unit? 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.	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	 ☐ Yes ⊠ No 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. 	
Part 11 – Exit fees – whe	en you leave the village	
	ay an exit fee to the operator when they leave their unit or when the right ld. This is also referred to as a 'deferred management fee' (DMF).	
11.1 Do residents pay an exit fee when they permanently leave	 Yes – all residents pay an exit fee calculated using the same formula Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract 	
their unit?	□ No exit fee	
	□ Other	
If yes: list all exit fee options that may apply to new contracts	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.	
	The applicable exit fee table depends on the contract option selected by you before you entered into your residence contract (see Item 9.2).	
	In this document, "Exit Date" means the later of:	
	(a) the date your residence contract expires or is terminated; and	
	(b) the date that you vacate the unit,	
	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.	
	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> .	
	All residents must also pay a termination fee of \$1,000, which will be deducted from their exit entitlement (see Item 14.1).	

Table A – Contract Option	Α		
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		
out on a daily basis. The maximum (or capped) e Contribution after 6 years of	ation is not a whole number of years, the exit fee will be worked xit fee will be 35% of your Original Standard Ingoing residence, plus a termination fee of \$1,000.00. ay/365 days (1 day/366 days in a leap year) of 10% of your		
	ontribution, plus a termination fee of \$1,000.00, if the period of		
Table B – Contract Option	В		
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		
out on a daily basis.	ation is not a whole number of years, the exit fee will be worked		
	xit fee will be 40% of your Original Standard Ingoing residence, plus a termination fee of \$1,000.00.		
	ay/365 days (1 day/366 days in a leap year) of 15% of your ontribution, plus a termination fee of \$1,000.00, if the period of		
Table C – Contract Option	c		
Time period from date of occupation of unit to the date the resident ceases to reside in the unitExit 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		
out on a daily basis.	cupation is not a whole number of years, the exit fee will be worked d) exit fee will be 45% of your Original Standard Ingoing		
	s of residence, plus a termination fee of \$1,000.00.		
	1 day/365 days (1 day/366 days in a leap year) of 20% of your g Contribution, plus a termination fee of \$1,000.00, if the period of		
11.2 What other exit costs do residents need to pay or contribute to?	If the former resident and scheme operator cannot agree on the resale value within 30 days, the scheme operator must obtain a valuation from a registered valuer within a further 14 days. The valuation is taken to be the agreed resale value of the right to resid the accommodation unit. You and the scheme operator must share cost of the valuer in the same proportion as the gross ingoing contribution on the sale of the right to reside, is shared under your residence contract. After the valuation is provided the scheme oper will give you an exit statement showing the estimated final amount money you will receive when the right to reside is resold and all the costs you will have to pay. The resident's portion of any sale or valuation costs is calculated as follows: $\frac{(A - B - C)}{D}$ Where: A = the resident's ingoing contribution B = the exit fee C = the termination fee D = the ingoing contribution payable by the next resident of the costs $\frac{(A - B - C)}{D}$ Other costs = \$1,000.00 termination fee		
Part 12 – Reinstatement	and renovation of the unit		
12.1 Is the resident responsible for reinstatement of the	X Yes No		

unit when they leave the unit?	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.		
	Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: • fair wear and tear; and		
	 renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. 		
	Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.		
	Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.		
12.2 Is the resident responsible for	🖾 No		
responsible for renovation of the unit when they leave the unit?	Renovation means replacements or repairs other than reinstatement work. By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's		
	interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.		
Part 13– Capital gain or	losses		
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?	⊠ No		
Part 14 – Exit entitlemer	nt or buyback of freehold units		
	amount the operator may be required to pay the former resident under a ne right to reside is terminated and the former resident has left the unit.		
14.1 How is the exit	Your ingoing contribution		
entitlement which the operator will pay the	Less exit fee		
resident worked out?	Less termination fee		
	Less any general services charges or maintenance reserve fund contributions owing		

	Less any costs are liable	of, or associa	ted with, reinstatement w	ork for which you
		e village opera	o the village operator und tor has with you about the ne village	2
	the termination your share of the second sec	of your reside he village oper	the village operator incu nce contract including, w ator's costs of finding a n ny valuation costs	ithout limitation,
	-	-	must pay to the village or iding any personal service	
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 stat	ted in the resid	ence contract	
	to a sand o	Churches of C other criteria a	om 28 days (where the re hrist in Queensland Aged re satisfied) to 12 months esidence contract.	I Care Facility
	-	er the settleme next resident o	ent of the sale of the right r the operator	to reside in the
	under the re unless the c	esidence contr operator has b	nation date of the residen act, even if the unit has n een granted an extensior Administrative Tribunal (ot been resold, for payment by
			itled to see probate or let the exit entitlement of a fo	
14.3 What is the turnover of units for	0 accommodat year	ion units were	vacant as at the end of th	ne last financial
sale in the village?	4 accommodat	ion units were	resold during the last fina	ancial year
	5.5 months wa three financial	•	length of time to sell a un	it over the last
Part 15 – Financial mana		·		
15.1 What is the	General Serv	vices Charges	Fund for the last 3 years	3
financial status for the funds that the operator is required to	Financial Year	Deficit/ Surplus	Balance	Change from previous year
maintain under the Retirement Villages	2022/23	(\$13,115)	(\$13,115)	(9.1%)
Act 1999?	2021/22	(\$12,020)	(\$12,020)	65.6%

	2020/21	(\$18,304)	(\$18,304)	(19.7%)
	Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available		(\$13,115)	
	Balance of Maintenance Reserve Fund for financial year <i>OR</i> last quarter if no full financy year available			\$228,622
	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available		\$42,772	
		f a resident ing Capital Replac	oing contribution cement Fund	The village operator contributes to the Capital
	ingoing contri surveyor's re	bution, as dete port, to the Cap	age of a resident's rmined by a quantity ital Replacement eplacing the village's	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	⊠ Yes □			<u>v</u>
responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	Your pr Public I	operty in your ι	rought as a result of ar	
		tor that you en	n claims brought by any gage to carry out work	
Part 17 – Living in the vi Trial or settling in period				
17.1 Does the village	⊠ Yes □			
offer prospective residents a trial period or a settling in period in the village?	(a) At any t comme	time during the ncement date o	period of 6 months afte of your residence contra notice terminating your	act, you may give

If yes: provide details including, length of period, relevant time frames and any costs or conditions	 if, at the time you give the village operator your notice, your residence contract has not already been terminated. (b) If you give the village operator notice in accordance with paragraph (a), then: (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: (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 contribution (or any share of those amounts) after your Exit Date.
Pets	
Pers 17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership Visitors	 Yes No 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: (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 (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. 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.
17.3 Are there	
restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of	 Yes No (a) You may allow your visitor or guest to stay in your unit with you (but not without you also being at the unit): (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

stay, arrange with manager)	(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).		
	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.		
	(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:		
	 give or deny in its absolute discretion or give on such terms and conditions as the village operator thinks fit; and 		
	(ii) withdraw at any time.		
Village by-laws and villa	ge rules		
17.4 Does the village have village by-laws?	🗆 Yes 🖾 No		
	By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.		
	Note: See notice at end of document regarding inspection of village by-laws		
17.5 Does the operator have other rules for	☐ Yes ⊠ No If yes: Rules may be made available on request		
the village.			
Resident input			
17.6 Does the village have a residents	□ Yes ⊠ No		
committee established under the <i>Retirement</i> <i>Villages Act 1999</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.		
	You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.		
Part 18 – Accreditation			
18.1 Is the village			
voluntarily accredited	□ No, village is not accredited		
through an industry- based accreditation scheme?	 Yes, village is voluntarily accredited through: IRCAS (International Retirement Community Accreditation Scheme) 		
	accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.		
Part 19 – Waiting list			

 19.1 Does the village maintain a waiting list for entry? If yes, what is the fee to join 	Yes 🗆 No
the waiting list?	🖾 No fee
Access to documents	
and a prospective reside inspect or take a copy of the request by the date least seven days after th ⊠ Certificate of regist ⊠ Certificate of title of	al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to f these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at ne request is given). ration for the retirement village scheme r current title search for the retirement village land
 Plans of any units of Development or pla An approved redev An approved transi An approved closu An approved closu The annual financia of the retirement vi Statements of the box or general services end of the previous 	balance of the capital replacement fund, or maintenance reserve fund charges fund (or income and expenditure for general services) at the three financial years of the retirement village balance of any Body Corporate administrative fund or sinking fund at the three years of the retirement village acts that residents may have to enter into
A current public inf Act (this applies to	oolicies and certificates of currency ormation document (PID) continued in effect under section 237I of the existing residence contracts)
	containing all the necessary information you must include in your Department of Communities, Housing and Digital Economy website.
-	ormation, contact the Department of Communities, Housing and Digital 3 74 68) or visit our website at <u>www.chde.qld.gov.au</u>

General Information

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

Regulatory Services, Department of Communities, Housing and Digital Economy Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act. Department of Communities, Housing and Digital Economy GPO Box 690, Brisbane, QLD 4001 Phone: 07 3013 2666 Email: <u>regulatoryservices@chde.qld.gov.au</u> Website: <u>www.chde.qld.gov.au/regulatoryservices</u>

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: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension Phone: 132 300 Website: <u>www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-</u>

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: <u>caxton@caxton.org.au</u> Website: caxton.org.au

Queensland Law Society

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

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions. GPO Box 1639, Brisbane, QLD 4001 Phone: 1300 753 228 Email: enquiries@qcat.qld.gov.au Website: 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.

Retirement Villages Act 1999 • Section 74 • Form 3 • V9 • December 2022

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

Livable Housing Australia (LHA)

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