# **Retirement Villages**

Bolton Clarke

# Village Comparison Document

Retirement Villages Act 1999 (Section 74)

# This form is effective from 1 February 2019

# Name of village: Bribie Cove 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.

Form 3

- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at www.mckenzieacg.com.
- 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.



ABN: 86 504 771 740

• The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

# More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at 19 July 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<br>location                          | Retirement Village Name: Bribie Cove Retirement Village                |  |  |
|---|--|--|--|
|   | Street Address: 199-213 Goodwin Drive                                  |  |  |
|   | Suburb: Bongaree State: QLD Post Code: 4507                            |  |  |
| 1.2 Owner of the land<br>on which the<br>retirement village | Name of land owner: RSL Care RDNS Limited                              |  |  |
| scheme is located   | Australian Company Number (ACN): 010 488 454                           |  |  |
|   | Address: Level 3, 44 Musk Avenue                                       |  |  |
|   | Suburb: Kelvin Grove State: QLD Post Code: 4059                        |  |  |
| 1.3 Village operator  | Name of entity that operates the retirement village (scheme operator): |  |  |
|   | RSL Care RDNS Limited  |  |  |
|   | Australian Company Number (ACN): 010 488 454                           |  |  |
|   | Address: Level 3, 44 Musk Avenue                                       |  |  |
|   | Suburb: Kelvin Grove State: QLD Post Code: 4059                        |  |  |
|   | Date entity became operator: 1 May 2024                                |  |  |
| 1.4 Village management and                                  | Name of village management entity and contact details:                 |  |  |
| onsite availability   | RSL Care RDNS Limited  |  |  |
|   | Australian Company Number (ACN): 010 488 454                           |  |  |
|   | Phone: 07 3400 1010 Email: bribiecoverv@boltonclarke.com.au            |  |  |

|  | An onsite manager (or representative) is available to residents:  |
|--|---|
|  | Full time   |
|  | Part time   |
|  | □ By appointment only   |
|  | □ None available  |
|  | ⊠ Other   |
|  | Onsite availability includes:   |
|  | Monday to Thursday: 8.30am – 4.00pm.  |
|  | Fridays and weekends: by appointment.   |
| 1.5 Approved closure plan or transition plan | Is there an approved transition plan for the village? $\Box$ Yes $\boxtimes$ No   |
| for the retirement village                   | Short description for the transition plan   |
|  | Declaration date for the transition plan  |
|  |   |
|  | A written transition plan approved by the Department of Communities,<br>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<br>Short description for the closure plan  |
|  |   |
|  | Declaration date for the closure plan   |
|  |   |
|  | 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                         | Tenure in a leasehold or freehold scheme is secured by the registration   |
| over retirement village land.                | 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.               |
| L  |   |

|    |   | Is a statutory cha<br>retirement village<br>□ Yes ⊠ No |                   | on the certificate | of title for the       |
|----|---|--|-------------------|--------------------|------------------------|
|    |   | If yes, provide de                                     | tails of the reg  | istered statutory  | charge                 |
|    |   |  |                   |                    |                        |
| P  | art 2 – Age limits                        |  |                   |                    |                        |
|    | 1 What age limits                         | Applicants must I                                      | be 60 years of    | age or over.       |                        |
|    | oply to residents in<br>is village?       | If there are joint a                                   | applicants, the   | y must hold the le | ease as joint tenants. |
| A  | CCOMMODATION, FA                          | CILITIES AND SE  | RVICES            |                    |                        |
|    | art 3 – Accommodation                     |  |                   | r tenure           |                        |
|    | 1 Resident<br>wnership or tenure of       | Freehold (owner resident)                              |                   |                    |                        |
| th | e units in the village                    | Lease (non-o   |                   |                    |                        |
| is | :   | , , , , , , , , , , , , , , , , , , ,                  | -owner resider    | ,                  |                        |
|    |   |  |                   | y (non-owner res   | ident)                 |
|    |   |  | ust (non-owner    | -                  |                        |
|    |   | $\Box$ Remain (non-c                                   | wner resident     | )                  |                        |
|    |   |  |                   |                    |                        |
|    | ccommodation types                        |  |                   |                    |                        |
|    | 2 Number of units by<br>ccommodation type | There are 59 unit                                      | ts in the village | , comprising 59    | single story units     |
| aı | nd tenure<br>Accommodation                | Freehold   | Leasehold         | Licence            | Other                  |
|    | unit                                      | Treenold   | Leasenoiu         | LICENCE            | Other                  |
|    | Independent living<br>units               |  |                   |                    |                        |
|    | - Studio                                  |  |                   |                    |                        |
|    | - One bedroom                             |  |                   |                    |                        |
|    | - Two bedroom                             |  | 51                |                    |                        |
|    | - Three bedroom                           |  | 8                 |                    |                        |
|    | Serviced units                            |  |                   |                    |                        |
|    | - Studio                                  |  |                   |                    |                        |
|    | - One bedroom                             |  |                   |                    |                        |
|    | - Two bedroom                             |  |                   |                    |                        |
|    | - Three bedroom                           |  |                   |                    |                        |

| Other  |  |   |   |                             |
|--|--|---|---|-----------------------------|
| Total number of units  |  | 59  |   |                             |
|  |  |   |   |                             |
| Access and design  |  |   | ·   |                             |
| 3.3 What disability<br>access and design<br>features do the units<br>and the village<br>contain? | (i.e. no external o<br>is a small step do<br>□ Alternatively, a<br>units | r internal steps<br>wn into the gar<br>ramp, elevator | nto and between all a<br>or stairs) in ⊠ all □ s<br>age in some units.<br>or lift allows entry into | <del>ome</del> units. There |
|  |  | less) snower in                                       | ⊠ all □ <del>some</del> units   |                             |
|  | ⊠ Width of doorv<br>units  | vays allow for w                                      | /heelchair access in ∑  | 집 all □ <del>some</del>     |
|  | ⊠ Toilet is acces  | sible in a whee                                       | Ichair in $	extsf{ all } \Box \operatorname{som}$   | <del>e</del> units          |
|  | ☑ Other key feat<br>disability or assis                                  |   | s or village that cater f<br>ge in place  | or people with              |
|  |  |   | ctric remote controllec<br>nouse, grab rails may  | <b>u</b>                    |
|  | □ None   |   |   |                             |
| Part 4 – Parking for resi  | dents and visitors   | 3   |   |                             |
| 4.1 What car parking<br>in the village is<br>available for<br>residents?                         | □ All / Some [un<br>the unit   | it type] units wi                                     | carport attached or ad<br>th own garage or carp<br>h own car park space                             | ort separate from           |
|  | □ All / Some [uni<br>the unit  | t type] units wit                                     | h own car park space  | separate from               |
|  | □ General car pa   | arking for reside                                     | ents in the village   |                             |
|  | ☑ Other parking<br>subject to availab                                    | •   | boat - boat and carav<br>able fees  | van parking                 |
|  |  | units wit   | h no car parking for re   | sidents                     |
|  | 🗆 No car parking   | for residents in                                      | n the village   |                             |
|  | Restrictions on re   | sident's car pa                                       | rking include:  |                             |
|  |  |   |   |                             |

| 4.2 Is parking in the village available for  | ⊠ Yes □ No   |  |
|--|--|--|
| visitors?<br>If yes, parking<br>restrictions include   | There are 20 visitor parking bays. There are for visitors' use only for up to two days and nights. Permission must be gained for longer stays.   |  |
| Part 5 – Planning and de   | evelopment   |  |
| 5.1 Is construction or development of the village complete?  | <ul> <li>Year village construction started 2004</li> <li>Fully developed / completed</li> <li>Partially developed / completed</li> <li>Construction yet to commence</li> </ul>   |  |
| 5.2 Construction,<br>development<br>applications and<br>development<br>approvals<br>Provide details and<br>timeframe of<br>development or<br>proposed development,<br>including the final<br>number and types of<br>units and any new<br>facilities. | <ul> <li>Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i></li> <li>Development approval granted</li> <li>☑ Yes □ No</li> <li>There is a development approval to complete a total of 74 independent living units at the village, however the operator does not intend to construct any further units for the time being as any further development is subject to the operator's assessment of market demand, economic and other factors such as the availability of funding, general market conditions and business strategy.</li> <li>Development application pending</li> <li>□ Yes ⊠ No</li> <li>Note: see notice at end of document regarding inspection of the</li> </ul> |  |
|  | development approval documents.  |  |
| 5.3 Redevelopment<br>plan under the<br><i>Retirement Villages</i><br><i>Act 1999</i>   | Is there an approved redevelopment plan for the village under the Retirement Villages Act?         □       Yes       No         Short description of the redevelopment plan         Declaration date for the redevelopment plan         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  |  |   |
| 6.1 The following   | Activities or games room   | Medical consultation room   |
| facilities are currently<br>available to residents:                                   | imes Arts and crafts room  | Restaurant  |
|   |  | Shop  |
|   | BBQ area outdoors  | imes Swimming pool outdoor heated   |
|   | ⊠ Billiards room   | oxtimes Separate lounge in community  |
|   | Bowling green outdoor  |   |
|   | Business centre (e.g.  | └ Spa [indoor / outdoor]<br>[heated / not heated  |
|   | computers, printers, internet access)  | $\boxtimes$ Storage area for boats / caravans   |
|   | Chapel / prayer room   | Tennis court [full/half]  |
|   | Communal laundries   | □ Village bus or transport  |
|   | $	extsf{interm}$ Community room or centre  | Workshop  |
|   | ⊠ Dining room  | 🛛 Other – Theatre   |
|   | ⊠ Gardens  |   |
|   | □ Gym  |   |
|   | ☐ Hairdressing or beauty   |   |
|   | room<br>⊠ Library  |   |
| if there are any restriction  | hat is not funded from the Genera<br>s on access or sharing of facilities                                | Il Services Charge paid by residents or (e.g. with an aged care facility).  |
| Not applicable.<br>6.2 Does the village   | X Yes No   |   |
| have an onsite,<br>attached, adjacent or<br>co-located residential                    | Name of residential aged care fa   | cility and name of the approved   |
| aged care facility?   | Bolton Clarke Bribie Cove<br>RSL Care RDNS Limited ACN 0   | 10 488 454  |
| retirement village operato<br>of the retirement village. T<br>by an Aged Care Assessr | o enter a residential aged care fa<br>nent Team (ACAT) in accordance<br>you move from your retirement vi | nt Villages Act 1999 (Qld). The<br>antee places in aged care for residents<br>cility, you must be assessed as eligible<br>with the Aged Care Act 1997 (Cwth).<br>illage unit to other accommodation and |

| Part 7 – Services  |  |
|--|--|
| 7.1 What services are<br>provided to all village<br>residents (funded from<br>the General Services<br>Charge fund paid by<br>residents)?     | <ul> <li>Payment of Council rates and Unity Water fixed charges</li> <li>Building insurance</li> <li>Monitoring of emergency call system in villas</li> <li>External and most internal maintenance and repairs</li> <li>Gardening and upkeep of common areas and gardens</li> <li>General running costs of village and facilities including but not limited to security, cleaning, accounting fees, staff expenses, stationery, common areas electricity</li> <li>Bore water tanks for gardens; rain water tanks for pool</li> </ul> |
| 7.2 Are optional<br>personal services<br>provided or made<br>available to residents<br>on a user-pays basis?                                 | □ Yes ⊠ No   |
| 7.3 Does the<br>retirement village<br>operator provide<br>government funded<br>home care services<br>under the Aged Care<br>Act 1997 (Cwth)? | <ul> <li>Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number)</li> <li>Yes, home care is provided in association with an Approved Provider</li> <li>No, the operator does not provide home care services, residents can arrange their own home care services</li> </ul>  |
| Home Support Program s<br>an aged care assessment<br>services are not covered b  | ·  |
| 8.1 Does the village   |  |
| have a security<br>system?<br>If yes:  | ⊠ Yes ∐ No   |
| <ul> <li>the security system<br/>details are:</li> </ul>   | Security patrols through the village several times during the day and night  |
| <ul> <li>the security system<br/>is monitored<br/>between:</li> </ul>  | days per week.   |

| 8.2 Does the village have an emergency   | Yes - all residents                                      | Optional No  |
|--|--|--|
| help system?<br>If yes or optional:<br>• the emergency help  | All units are supplied with a call system connected to a | 24 hours a day/7 days a week emergency control centre.   |
| system details are:  | 24 hours, 7 days per week.                               |  |
| <ul> <li>the emergency help<br/>system is monitored<br/>between:</li> </ul>  | am and   | pmdays per week.   |
| 8.3 Does the village<br>have equipment that<br>provides for the safety<br>or medical emergency<br>of residents?<br>If yes, list or provide<br>details e.g. first aid kit,<br>defibrillator | ⊠ Yes □ No<br>First aid kit<br>Snake bite kit            |  |
| COSTS AND FINANCIAL  | MANAGEMENT   |  |
| Part 9 – Ingoing contribu  | ution - entry costs to live ir                           | the village  |
| to secure a right to reside  | in the retirement village. The                           | sident must pay under a residence contract<br>ingoing contribution is also referred to as<br>going charges such as rent or other |
| 9.1 What is the  | Accommodation Unit                                       | Range of ingoing contribution  |
| estimated ingoing  | Independent living units                                 |  |
| contribution (sale<br>price) range for all   | - Studio   |  |
| types of units in the  | - One bedroom  |  |
| village  | - Two bedrooms   | \$510,000 to \$530,000   |
|  | - Three bedrooms   | \$580,000 to \$600,000   |
|  | Serviced units   |  |
|  | - Studio   |  |
|  | - One bedroom  |  |
|  | - Two bedrooms   |  |
|  | - Three bedrooms<br>Other                                |  |
|  | Full range of ingoing                                    | \$510,000 to \$600,000   |
|  | contributions for all<br>unit types                      |  |

| 9.2 Are there different financial options available for paying          | ☑ Yes □ No Standard Option   |
|---|--|
| the ingoing contribution and exit                                       | A resident may select the Standard Option. This means:   |
| fee or other fees and charges under a                                   | (a) the exit fee is based on the ingoing contribution;   |
| residence contract?<br>If yes: specify or set out<br>in a table how the | (b) the resident will not be required to contribute to renovation costs; and   |
| contract options work   | (c) the resident will not participate in capital gains and losses.   |
| e.g. pay a higher<br>ingoing contribution and                           | Capital Gain Option  |
| less or no exit fee.  | A resident may select the Capital Gain Option. This means:   |
|   | (a) the resident will receive 50% of any capital gain and bear 100% of any capital loss on resale of the unit;   |
|   | (b) the exit fee is based on the resale price (not the resident's ingoing contribution amount); and  |
|   | (c) the resident will pay 50% of any renovation costs on termination of the lease.   |
|   | Discount Option  |
|   | If a resident requests, the operator at its sole discretion may elect to apply a Discount Purchase Option. This means:   |
|   | (a) the full ingoing contribution payable by the resident will be reduced by a Discounted Amount;  |
|   | (b) the exit entitlement is based on the reduced ingoing contribution (being the full ingoing contribution minus the discounted amount); and   |
|   | (c) the exit fee is still based on the full ingoing contribution.  |
|   | For further clarification, the exit entitlement will be calculated as:   |
|   | reduced ingoing contribution – exit fee (based on the full ingoing contribution) – any other deductions under items 11.2 and 12 of this document.  |
| 9.3 What other entry  | □ Transfer or stamp duty   |
| costs do residents need to pay?   | Costs related to your residence contract<br>Operator note: These costs include the operator's costs and<br>expenses in relation to signing, settlement and registration of the<br>residence contract, as well as sketch plan costs and registration<br>fees. |
|   | □ Costs related to any other contract  |
|   | <ul> <li>Advance payment of General Services Charge</li> <li>Other costs</li> </ul>  |

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

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

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

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report. **Note:** The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

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

| Type of Unit              | General Services Charge (weekly) | Maintenance Reserve Fund contribution |
|---------------------------|----------------------------------|---------------------------------------|
|                           |                                  | (weekly)                              |
| Independent Living Units  |                                  |                                       |
| - Studio                  | \$                               | \$                                    |
| - One bedroom             | \$                               | \$                                    |
| - Two bedrooms            | \$                               | \$                                    |
| - Three bedrooms          | \$                               | \$                                    |
| Serviced Units            |                                  |                                       |
| - Studio                  | \$                               | \$                                    |
| - One bedroom             | \$                               | \$                                    |
| - Two bedrooms            | \$                               | \$                                    |
| - Three bedrooms          | \$                               | \$                                    |
| Other                     | \$                               | \$                                    |
| All units pay a flat rate | \$93.45                          | \$35.98                               |

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

| Financial<br>year | General Services<br>Charge (range)<br>(weekly) | Overall %<br>change from<br>previous year | Maintenance<br>Reserve Fund<br>contribution (range)<br>(weekly) | Overall %<br>change from<br>previous year<br>(+ or -) |
|-------------------|--|---|---|---|
| 2023/24           | \$89.53  | -0.54%                                    | \$30.03   | -0.60%  |
| 2022/23           | \$80.19 to \$90.02                             | 2.5%                                      | \$19.93 to \$30.21  | 51.59%  |
| 2021/22           | \$80.72 to \$88.19                             | 9.25%                                     | \$25.84 to \$19.93  | -22.87%   |

#### Units within a community title scheme only

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

| Type of Unit            | Body Corporate<br>Administrative Fund fee<br>-(weekly) | Body Corporate<br>Sinking Fund<br>contribution<br>(weekly) |
|-------------------------|--|--|
| ndependent Living Units |  |  |
| - Studio                | \$   | \$   |
| - One bedroom           | \$   | \$   |
| - Two bedrooms          | \$   | \$   |
| - Three bedrooms        | \$   | \$   |
| Serviced Units          |  |  |
| - Studio                | \$   | \$   |
| - One bedroom           | \$   | \$   |
| - Two bedrooms          | \$   | \$   |
| - Three bedrooms        | \$   | \$   |
| Other                   | \$   | \$   |

Last three years of Body Corporate Administrative Fund Fee and Sinking Fund contribution

| <del>Financial</del><br><del>year</del> | Body Corporate<br>Administrative Fund<br>fee<br>(weekly) | Overall %<br>change from<br>previous<br>year<br>(+ or -) | Sinking Fund<br>contribution<br>(range)<br>(weekly) | Overall %<br>change from<br>previous year<br>(+ or -) |
|---|--|--|---|---|
|   | \$to \$  | ······%  | \$ to \$  | ·····%  |
|   | \$to \$  | <del>%</del>   | \$ to \$  | <del>%</del>  |
|   | \$to \$  | ·····%   | \$ to \$  | ······%   |

| 10.2 What costs   | imes Contents insurance   | ⊠ Water  |
|---|---|--|
| relating to the units<br>are not covered by the<br>General Services<br>Charge? (residents<br>will need to pay these<br>costs separately)  | <ul> <li>Home insurance (freehold units only)</li> <li>Electricity</li> <li>Gas</li> </ul>              | <ul> <li>Telephone</li> <li>Internet</li> <li>Pay TV</li> <li>Other variable water usage and sewerage charges</li> </ul> |
| 10.3 What other<br>ongoing or occasional<br>costs for repair,<br>maintenance and<br>replacement of items<br>in, on or attached to<br>the units are residents<br>responsible for and | <ul> <li>☑ Unit fixtures</li> <li>☑ Unit fittings</li> <li>☑ Unit appliances</li> <li>☑ None</li> </ul> |  |

|   | -   |
|---|---|
| pay for while residing in the unit?   | Additional information  |
|   | Residents are responsible for maintaining any items, appliances or<br>fittings that they supply (or that have been supplied by a previous<br>resident of the unit). The operator will maintain and repair the items in<br>the unit provided by the operator such as air-conditioner, cooktop,<br>oven, range hood, hot water systems, curtains and pelmets in living<br>areas (except where a resident damages those items or causes<br>accelerated wear and tear). |
|   | Repair, maintenance and removal/replacement of solar installations on<br>roofs are the responsibility of the resident (regardless of whether the<br>resident or a previous resident installed them. On exit, solar<br>installations must be left in place or, if determined necessary by the<br>operator, removed and any damage made good.   |
| 10.4 Does the operator offer a maintenance  | ⊠ Yes □ No  |
| service or help<br>residents arrange<br>repairs and<br>maintenance for their<br>unit?<br>If yes: provide details,<br>including any charges<br>for this service. | If residents would like the operator to assist with repairs or<br>maintenance to any item, appliance or fitting that the resident is liable<br>for, the operator will use reasonable endeavours to provide that<br>assistance. The operator will on-charge to the resident any costs<br>incurred (e.g. cost of parts or costs of labour of outside tradesperson)<br>but will not charge a village service fee.  |
| Part 11 – Exit fees – who   | en you leave the village  |
|   | ay an exit fee to the operator when they leave their unit or when the right<br>old. This is also referred to as a 'deferred management fee' (DMF).  |
| 11.1 Do residents pay<br>an exit fee when they<br>permanently leave<br>their unit?  | $\Box$ Yes – all residents pay an exit fee calculated using the same formula $\boxtimes$ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract  |
|   | □ No exit fee   |
| If yes: list all exit fee   | □ Other   |
| options that may apply to new contracts   | If yes: the exit fee is calculated as:  |
|   | [Note: list all exit fee formulas in words that may apply to new contracts]   |
|   | <b>Standard Option:</b> Exit fee is based on the departing resident's ingoing contribution, 7% for year 1 of residency, plus 3.5% for subsequent years of residency, capped to a maximum of 35%.  |
|   | <b>Capital Gain Option:</b> Exit fee is based on the ingoing contribution paid by the next resident, 7% for year 1 of residency, plus 3.5% subsequent years of residency, capped to a maximum of 35%.   |
|   |   |

| 3.5<br>35  | 5% for subsequent years of residency, capped to a maximum of<br>%.   |
|--|--|
| Time period from date of<br>occupation of unit to the<br>date the resident ceases to<br>reside in the unit | Exit fee calculation based on  |
| 1 year   | For Standard Option: 7% of your ingoing contribution   |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident  |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount)                                      |
| 2 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for year 2  |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for year 2                                  |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for year 2                |
| 3 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for each of years 2 and 3                                     |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for each of years 2 and 3                   |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for each of years 2 and 3 |
| 4 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for each of years 2 to 4                                      |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for each of years 2 to 4                    |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for each of years 2 to 4  |
| 5 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for each of years 2 to 5                                      |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for each of years 2 to 5                    |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for each of years 2 to 5  |
| 6 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for each of years 2 to 6                                      |

|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for each of years 2 to 6  |
|--|--|
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for each of years 2 to 6  |
| 7 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for each of years 2 to 7  |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for each of years 2 to 7  |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for each of years 2 to 7  |
| 8 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for each of years 2 to 8  |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for each of years 2 to 8  |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for each of years 2 to 8  |
| 9 years  | For Standard Option: 7% of your ingoing contribution for year 1, plus 3.5% for each of years 2 to 9  |
|  | For Capital Gain Option: 7% of the ingoing contribution paid by the next resident, plus 3.5% for each of years 2 to 9  |
|  | For Discount Option: 7% of full ingoing contribution (i.e. without regard to the Discounted Amount), plus 3.5% for each of years 2 to 9  |
| 10 years   | For Standard Option: 35% of your ingoing contribution  |
|  | For Capital Gain Option: 35% of the ingoing contribution paid by the next resident   |
|  | For Discount Option: 35% of full ingoing contribution (i.e. without regard to the Discounted Amount)   |
| •  | cupation is not a whole number of years, the exit fee will be worked   |
| out on a daily basis.<br>[For example, if you hav<br>182 days, your exit fee v<br>Year 1: 7% of your ingoi |  |
| <b>plus</b><br>Year 2: (182/365 days x   | 3.5% of your ingoing contribution)]  |
| for Capital Gain Optic   | 35% of your ingoing contribution,<br>on: 35% of the ingoing contribution paid by the next resident , or<br>35% of full ingoing contribution (i.e. without regard to the Discounted |

after 9 years of residence.

The minimum exit fee is:

- for Standard Option: 1/365 x 7% of your ingoing contribution,
- for Capital Gain Option: 1/365 x 7% of the ingoing contribution paid by the next resident, or
- for Discount Option: 1/365 x 7% of full ingoing contribution (i.e. without regard to the Discounted Amount),

for 1 day of residence.

| 11.2 What other exit<br>costs do residents<br>need to pay or<br>contribute to?                       | <ul> <li>Sale costs for the unit</li> <li>Legal costs</li> <li>Other costs</li> </ul>   |
|--|---|
| Part 12 – Reinstatement  | and renovation of the unit  |
| 12.1 Is the resident<br>responsible for<br>reinstatement of the<br>unit when they leave<br>the unit? | <ul> <li>Yes Do</li> <li>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: <ul> <li>fair wear and tear; and</li> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul> </li> <li>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</li> <li>A resident is also responsible for cost of reinstatement work which is required because the resident deliberately damages the unit or causes accelerated wear.</li> </ul> |
|  |   |
| 12.2 Is the resident<br>responsible for<br>renovation of the unit<br>when they leave the<br>unit?    | <ul> <li>Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</li> <li>Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays 50% of any renovation costs</li> <li>No</li> </ul>   |
|  | Renovation means replacements or repairs other than reinstatement<br>work.<br>By law, the operator is responsible for the cost of any renovation work<br>on a former resident's unit, unless the residence contract provides for<br>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<br>resident's interest or<br>right to reside in the<br>unit is sold, does the            | <ul> <li>Yes, the resident's share of the the resident's share of the is based on a formula</li> <li><b>capital gain</b> is</li></ul>  |  |  |
| resident share in the<br>capital <i>gain</i> or capital<br><i>loss</i> on the resale of<br>their unit? | Optional - residents can elect to share in a capital gain or loss<br>option – if a resident has selected the capital gain option, then:<br>the resident's share of the capital gain is 50%<br>the resident's share of the capital loss is 100%<br>is based on a formula  |  |  |
|  | If a resident has selected the Standard Option or Discount Option, then<br>the resident does not participate in any capital gain or capital loss.  |  |  |
|  | □ No   |  |  |
| Part 14 – Exit entitlemer  | nt or buyback of freehold units  |  |  |
|  | amount the operator may be required to pay the former resident under a<br>he right to reside is terminated and the former resident has left the unit.  |  |  |
| 14.1 How is the exit<br>entitlement which the<br>operator will pay the                                 | Standard Option<br>Exit Entitlement =  |  |  |
| resident worked out?   | <ul> <li>ingoing contribution you paid,</li> <li>less exit fee,</li> <li>less reinstatement costs (if any),</li> <li>less operator's legal fees,</li> <li>less sale costs for the unit, and</li> <li>less any other amounts owing e.g. outstanding general service charges and water charges etc.</li> </ul>   |  |  |
|  | Capital Gain Option  |  |  |
|  | <ul> <li>Exit Entitlement =</li> <li>ingoing contribution you paid,</li> <li>less exit fee,</li> <li>plus 50% of any capital gain on the resale or less 100% of any capital loss on the resale,</li> <li>less reinstatement costs (if any),</li> <li>less 50% of renovation costs,</li> <li>less operator's legal fees,</li> <li>less sale costs for the unit, and</li> <li>less any other amounts owing e.g. outstanding general services charges and water charges etc.</li> </ul> |  |  |

| 14.2 When is the exit<br>entitlement payable?                     | <ul> <li>Exit Entitlement =</li> <li>discounted ingoing contribution you paid (i.e. full ingoing contribution minus Discounted Amount),</li> <li>less exit fee (based on the full ingoing contribution),</li> <li>less reinstatement costs (if any),</li> <li>less operator's legal fees,</li> <li>less sale costs for the unit, and</li> <li>less any other amounts owing e.g. outstanding general service charges and water charges etc.</li> </ul> By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days: <ul> <li>the day stated in the residence contract</li> <li>which ismonths after the termination of the residence contract</li> <li>which may range frommonths tomonths tomonths after the termination of the residence contract</li> <li>and the residence contract option</li> <li>and date is stated in the residence contract option</li> </ul> |
|---|---|
| Freehold units only<br>14.2 Operator buyback<br>of freehold units | When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time the resident must pay any exit fee to the operator.  |
|   | By law, the operator must purchase the freehold unit from the former<br>resident if it has not sold to a new resident within 18 months after the<br>termination of the residence contract, unless the operator has been<br>granted an extension for payment by QCAT   |
| 14.3 What is the turnover of units for sale in the village?       | 0 accommodation units were vacant (but sold) as at the end of the last<br>financial year<br>8 accommodation units were resold during the last financial year  |
|   | 2 months was the average length of time to sell a unit over the last three financial years  |
|   | last financial years (where retirement village has been registered for at least 1, but less than 3 years.   |

|   | Retirement village has been registered for less than one year so<br>average length of time to sell a unit cannot be provided.   |                               |  |                                    |
|---|---|-------------------------------|--|------------------------------------|
| Part 15 – Financial man   | agement of the village<br>General Services Charges Fund for the last 3 years  |                               |  |                                    |
| financial status for the<br>funds that the<br>operator is required to | Financial<br>Year   | Deficit/<br>Surplus           | Balance  | Change from<br>previous year       |
| Retirement Villages   | 2023/24<br>2022/23<br>2021/22   | Surplus<br>Surplus<br>Deficit | \$0 (as at 31/03/2024)<br>\$6,860<br>-\$25,155                 | -127.27%<br>127.27%<br>-1.17%      |
|   | Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available  |                               |  | \$0 (as at<br>31/03/2024)          |
|   |   |                               | <b>Reserve Fund</b> for last<br>rter if no full financial year | \$428,428 (as<br>at<br>31/03/2024) |
|   | Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available   |                               |  | \$219,384 (as<br>at<br>31/03/2024) |
|   | Percentage<br>the Capital I   |                               |  |                                    |
|   | The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items. |                               |  |                                    |
|   | OR  |                               |  |                                    |

# Part 15– Financial management of the Body Corporate

**Note:** All freehold community title scheme residents who own their unit are members of the body corporate.

| 15.1 What is the financial status of the       | fund for the last a  | <del>3 years</del> |  |             |              |
|--|--|--------------------|--|-------------|--------------|
| Body Corporate funds<br>in a freehold village? | Financial Year Deficit/Surplus Balance Change  |                    |  |             |              |
|  |  |                    |  |             | <del>%</del> |
|  |  |                    |  |             | <del>%</del> |
|  |  |                    |  | <del></del> | <del>%</del> |
|  | Balance of the <b>Sinking Fund</b> to cover spending of a capital or non-recurrent nature for the last financial year <i>OR last</i> quarter if no full financial year available |                    |  |             | \$           |

|  | OR — — — - the village is not yet operating.   |  |
|--|--|--|
| Part 16 – Insurance  |  |  |
| <ul> <li>The village operator must take out general insurance, to full replacement value, for the retirement village, including for:</li> <li>communal facilities; and</li> <li>the accommodation units, other than accommodation units owned by residents.</li> </ul> |  |  |
| Residents contribute towa  | ards the cost of this insurance as part of the General Services Charge.                                      |  |
| 16.1 Is the resident<br>responsible for<br>arranging any<br>insurance cover?<br>If yes, the resident is<br>responsible for these<br>insurance policies:  | Yes No<br>If yes, the resident is responsible for these insurance policies:<br>Contents and solar panels.    |  |
| Part 17 – Living in the vi   | llage  |  |
| Trial or settling in period  | d in the village   |  |
| 17.1 Does the village<br>offer prospective<br>residents a trial period<br>or a settling in period<br>in the village?<br>If yes:<br>provide details<br>including, length of<br>period, relevant time<br>frames and any costs or<br>conditions<br>Pets                   | □ Yes ⊠ No   |  |
| 17.2 Are residents allowed to keep pets?   | 🖾 Yes 🗌 No   |  |
| If yes: specify any<br>restrictions or conditions<br>on pet ownership  | Small dogs or cats or birds, subject to operator's approval. Pets must be kept indoors.                      |  |
|  | All vaccinations and health checks must be kept up to date.  |  |
|  | Animals must be kept clean and pest free.  |  |
|  | Pets not to be a nuisance to other residents.  |  |
|  | Faeces to be cleaned up and double bagged.   |  |
|  | Resident must have alternate care plan for pet(s) in the event of the resident becoming ill or passing away. |  |
|  | Pet policy and associated forms available on request.  |  |

| Visitors   |   |  |
|--|---|--|
| 17.3 Are there<br>restrictions on visitors<br>staying with residents<br>or visiting?<br>If yes: specify any<br>restrictions or conditions<br>on visitors (e.g. length of<br>stay, arrange with<br>manager) | Yes No<br>Manager must be advised of visitors staying overnight (or up to one<br>month) and approval must be gained for visitors to stay for periods<br>longer than one month.  |  |
| Village by-laws and villa  | nge rules   |  |
| 17.4 Does the village have village by-laws?  | □ Yes ⊠ No  |  |
| nave village by-laws:  | By law, residents may, by special resolution at a residents meeting and<br>with the agreement of the operator, make, change or revoke by-laws<br>for the village.<br>Note: See notice at end of document regarding inspection of village<br>by-laws   |  |
| 17.5 Does the operator have other rules for the village.   | Yes INO<br>If yes: Rules are stated in the Residents' Handbook and may be made<br>available on request  |  |
| Resident input   |   |  |
| 17.6 Does the village<br>have a residents<br>committee established<br>under the <i>Retirement</i><br><i>Villages Act</i> 1999?   | <ul> <li>Yes X No</li> <li>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.</li> <li>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</li> </ul> |  |
| Part 18 – Accreditation  |   |  |
| 18.1 Is the village<br>voluntarily accredited<br>through an industry-<br>based accreditation<br>scheme?  | No, village is not accredited<br>Yes, village is voluntarily accredited through:  |  |
| <b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages. |   |  |

| Part 19 – Waiting list   |  |
|--|--|
| <ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join the waiting list?</li> </ul>   | <ul> <li>✓ Yes □ No</li> <li>✓ No fee</li> <li>□ Fee of \$ which is</li> <li>□ refundable on entry to the village</li> <li>□ non-refundable</li> </ul> |
| Access to documents  |  |
| The following operational documents are held by the retirement village scheme operator<br>and a prospective resident or resident may make a written request to the operator to<br>inspect or take a copy of these documents free of charge. The operator must comply with<br>the request by the date stated by the prospective resident or resident (which must be at<br>least seven days after the request is given). |  |
| _  | ration for the retirement village scheme   |
| Certificate of title or current title search for the retirement village land   |  |
| <ul> <li>Village site plan</li> <li>Plans showing the location, floor plan or dimensions of accommodation units in the village</li> <li>Plans of any units or facilities under construction</li> </ul>   |  |
| <ul> <li>Development or planning approvals for any further development of the village</li> <li>An approved redevelopment plan for the village under the <i>Retirement Villages Act</i></li> <li>An approved transition plan for the village</li> </ul>   |  |
|  | re plan for the village  |
| The annual financial statements and report presented to the previous annual meeting of the retirement village  |  |
| Statements of the balance of the capital replacement fund, or maintenance reserve fund<br>or general services charges fund (or income and expenditure for general services) at the<br>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<br>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   |  |
| <ul> <li>Village by-laws</li> <li>Village insurance policies and certificates of currency</li> </ul>   |  |
| <ul> <li>A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)</li> </ul>   |  |
| An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.  |  |
|  |  |

# **Further Information**

If you would like more information, contact the Department of Communities, Housing and Digital Economy

on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

# **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: www.chde.qld.gov.au/regulatoryservices

# 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: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-yourretirement

## 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: <u>caxton.org.au</u>

## **Queensland Law Society**

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

# 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/