

ABN: 86 504 771 740

#### **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019



Name of village: Kallmar Units

#### 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 www.bluecare.org.au.
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

#### **Notice for prospective residents**

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract there are different types of contracts and they can be complex
- Find out the financial commitments involved in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some
  useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement

village law. See www.qls.com.au or phone: 1300 367 757.

#### More information

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

The information in this Village Comparison Document is correct as at 1 October 2020 and applies to prospective residents.

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

1.1 Retirement village location	Retirement Village Name: Kallmar Units				
iocation	Street Address: 40 Narangba Road				
	Suburb: Kallangur				
	State: Queensland				
	Post Code: 4503				
1.2 Owner of the land on which the retirement village	Name of land owner: The Uniting Church in Australia Property Trust (Q)				
scheme is located	Australian Company Number (ACN): N/A				
	Address: c/- Blue Care, Level 5, 192 Ann Street				
	Suburb: Brisbane				
	State: Queensland				
	Post Code: 4000				
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): The Uniting Church in Australia Property Trust (Q) represented by Blue Care ABN 96 010 643 909				
	Australian Company Number (ACN): N/A				
	Address: C/- Blue Care, Level 5, 192 Ann Street				
	Suburb: Brisbane				
	State: Queensland				
	Post Code: 4000				

	Date entity became operator: 1995
	Is there an approved transition plan for the village?
	□ Yes ⊠ No
	A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.
	Is there an approved closure plan for the village?
	☐ Yes ⊠ No
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.
1.4 Village management and onsite availability	Name of village management entity and contact details: The Uniting Church in Australia Property Trust (Q) represented by Blue Care ABN 96 010 643 909
	Australian Company Number (ACN): N/A
	Phone: 1800 990 446
	Email: rladmin@bluecare.org.au
	An onsite manager (or representative) is available to residents:
	<ul> <li>☐ Full time</li> <li>☐ Part time</li> <li>☒ By appointment only</li> <li>☐ None available</li> <li>☒ Other: The village manager can be contacted by telephone or email on weekdays between 9:00am and 5:00pm.</li> </ul>
	Onsite availability includes:
	Weekdays: As required
	Weekends: No availability
	<b>Note from the scheme operator:</b> the village manager is able to be at the village on a regular basis and is available to meet with any resident by prior appointment.
1.5 Approved closure	Is there an approved transition plan for the village?
plans and transition plans for the	☐ Yes ⊠ No
retirement village	A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.

	T		
	Is there an approved closure plan for the village?		
	☐ Yes ⊠ No		
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.		
1.6 Statutory Charge over retirement village land.	Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.		
	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.		
	Is a statutory charge registered on the certificate of title for the retirement village land?		
	☐ Yes ⊠ No		
	If yes, provide details of the registered statutory charge: Not applicable		
Part 2 – Age limits			
2.1 What age limits apply to residents in this village?	Single occupants must be at least 65. For multiple occupants, one must be at least 65 and the other must be at least 60.		
ulis village:	The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.		
ACCOMMODATION, FA	CILITIES AND SERVICES		
Part 3 – Accommodatio	n units: Nature of ownership or tenure		
3.1 Resident			
	n units: Nature of ownership or tenure		
3.1 Resident ownership or tenure of	n units: Nature of ownership or tenure  Freehold (owner resident)		
3.1 Resident ownership or tenure of the units in the village	n units: Nature of ownership or tenure  ☐ Freehold (owner resident)  ☐ Lease (non-owner resident)		
3.1 Resident ownership or tenure of the units in the village	n units: Nature of ownership or tenure  ☐ Freehold (owner resident) ☐ Lease (non-owner resident) ☐ Licence (non-owner resident)		
3.1 Resident ownership or tenure of the units in the village	n units: Nature of ownership or tenure    Freehold (owner resident)   Lease (non-owner resident)   Licence (non-owner resident)   Share in company title entity (non-owner resident)		
3.1 Resident ownership or tenure of the units in the village is:	n units: Nature of ownership or tenure    Freehold (owner resident)   Lease (non-owner resident)   Licence (non-owner resident)   Share in company title entity (non-owner resident)   Unit in unit trust (non-owner resident)		
3.1 Resident ownership or tenure of the units in the village is:  Accommodation types	n units: Nature of ownership or tenure  Freehold (owner resident) Lease (non-owner resident) Licence (non-owner resident) Share in company title entity (non-owner resident) Unit in unit trust (non-owner resident) Rental (non-owner resident)		
3.1 Resident ownership or tenure of the units in the village is:	n units: Nature of ownership or tenure  Freehold (owner resident) Lease (non-owner resident) Licence (non-owner resident) Share in company title entity (non-owner resident) Unit in unit trust (non-owner resident) Rental (non-owner resident)		

Accommodation Unit	Freehold	Leasehold	Licence	Other	
Independent living					
units					
Studio					
- One bedroom			16		
- Two bedrooms					
- Three bedrooms					
Serviced units					
- Studio					
- One bedroom					
- Two bedrooms					
- Three bedrooms					
Other					
Total number of units			16		
Access and design					
3.3 What disability			to and between all		
access and design	(i.e. no external	or internal steps of	or stairs) in $oxtimes$ all $oxtime$	some units	
features do the units	□ Altornativoly	a ramp olovator o	or lift allows ontry i	nto □ all □ somo	
and the village contain?	☐ Alternatively, a ramp, elevator or lift allows entry into ☐ all ☐ some units				
	oxtimes Step-free (hobless) shower in $oxtimes$ all $oxtimes$ some units				
	$\boxtimes$ Width of doorways allow for wheelchair access in $\square$ all $\boxtimes$ some units				
	<ul> <li>☑ Toilet is accessible in a wheelchair in ☐ all ☑ some units</li> <li>☐ Other key features in the units or village that cater for people with disability or assist residents to age in place:</li> </ul>				
	☐ None				
Part 4 – Parking for resi	dents and visito	ors			
4.1 What car parking	☐ All / Some/[ui	nit type] units with	own garage or car	port attached or	
in the village is	adjacent to the				
available for	Some units v	vith own garage or	carport separate t	from the unit	
residents?	☐ All / Some/ſu	nit typel units with	own car park space	ce adiacent to the	
	unit	, [ - ]	, , , , , , , , , , , , , , , , , , ,		
	dint				
	Some units v	vith own car park s	space separate from	m the unit	
	⊠ General car	parking for residen	ts in the village		
	☐ Other parking	g e.g. caravan or b	ooat:		
		-	car parking for resi	dents	
	☐ No car parking for residents in the village				
	Restrictions on	J	ing include: Some	units may be	

4.2 Is parking in the village available for visitors?	⊠ Yes □ No				
If yes, parking restrictions include	Not applicable.				
Part 5 – Planning and de	evelopment				
5.1 Is construction or	Year village construction started: 1995				
development of the village complete?					
	☐ Partially developed / completed				
	☐ Construction yet to commend	e			
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i> :  Not applicable.				
5.3 Redevelopment plan under the Retirement Villages Act 1999	Is there an approved redevelopment plan for the village under the Retirement Villages Act?  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 Housing and Public Works.  Note: see notice at end of document regarding inspection of the development approval documents.				
Part 6 – Facilities onsite	at the village				
6.1 The following facilities are currently available to residents:	<ul> <li>☒ Activities or games room</li> <li>☐ Arts and crafts room</li> <li>☐ Auditorium</li> <li>☒ BBQ area outdoors</li> <li>☐ Billiards room</li> </ul>	<ul> <li>☐ Medical consultation room</li> <li>☐ Restaurant</li> <li>☐ Shop</li> <li>☐ Swimming pool [indoor / outdoor]</li> <li>[heated / not heated]</li> </ul>			
	☐ Bowling green	☐ Separate lounge in community			

	[indoor/outdoor]	☐ Spa [indoor / outdoor]			
	☐ Business centre (e.g. computers, printers, internet	[heated / not heated			
	access)	☐ Storage area for boats / caravans			
	☐ Chapel / prayer room	☐ Tennis court [full/half]			
	☐ Communal laundries	☐ Village bus or transport			
	□ Community room or centre	☐ Workshop			
	☐ Dining room	☐ Other:			
	⊠ Gardens				
	☐ Gym				
	☐ Hairdressing or beauty room				
	☐ Library				
	Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility). Not applicable.				
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?					
<b>Note:</b> 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 <i>Aged Care Act 1997 (Cwth)</i> . 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)?	residents.  Managing the community  Managing security at the element of the security	village for the benefit and enjoyment of facilities. retirement village. system, emergency help system and/or			
		ent where this is a resident's			

responsibility).

	<ul> <li>Monitoring and eradicating pests.</li> <li>Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>Maintaining any licences required in relation to the retirement village.</li> <li>Paying operating costs in connection with the ownership and operation of the retirement village.</li> <li>Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>Complying with the <i>Retirement Villages Act 1999</i>.</li> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☐ Yes ⊠ No
7.3 Does the retirement village operator provide government funded home care services under the Aged Care 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 – NAPS ID 18092 &amp; 18093)</li> <li>☐ Yes, home care is provided in association with an Approved Provider:</li> </ul>
,	☐ No, the operator does not provide home care services, residents can arrange their own home care services
Home Support Program s an aged care assessmen services are not covered Residents can choose t the retirement village pr	by be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by the team (ACAT) under the Aged Care Act 1997 (Cwth). These home care by the Retirement Villages Act 1999 (Qld). heir own approved Home Care Provider and are not obliged to use rovider, if one is offered.
Part 8 – Security and en	nergency systems
8.1 Does the village have a security system?	□ Yes ⊠ No
8.2 Does the village have an emergency help system? If yes or optional:	
the emergency help system details are:	The emergency system is monitored off-site. The cost of this service is included in the general services charge.

<ul> <li>the emergency help system is monitored between:</li> </ul>	24 hours, 7 day	24 hours, 7 days per week.				
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	□ Yes ⊠ No					
COSTS AND FINANCIAL	MANAGEMENT					
			the villag			
Part 9 – Ingoing contribution is				t pay under a residence contract		
to secure a right to reside	in the retirement	t village. The	ingoing co	ontribution is also referred to as		
the sale price or purchase recurring fees.	e price. It does no	ot include on	going char	ges such as rent or other		
9.1 What is the	Accommodati	ion Unit	Range of	ingoing contribution		
estimated ingoing	Independent liv	ving units				
contribution (sale price) range for all	- Studio					
types of units in the	- One bedroo	om	\$158,000	to \$221,000		
village	- Two bedroo	oms				
	- Three bedrooms					
	Serviced units					
	<ul><li>Studio</li><li>One bedroom</li><li>Two bedrooms</li></ul>					
	- Three bedr	ooms				
	Other					
	Full range of ingoing contributions for all unit types		\$158,000 to \$221,000			
9.2 Are there different	⊠ Yes □ No					
financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?	<ul><li>5% Redu</li><li>10% Red</li></ul>	Contract Iced Contrib	pes available: bution Contract ribution Contract en the three contract options are:			
	Contract	Ingoing		Payments on exit		
	option	contribution		Desidente		
	Standard Contract	Residents ingoing corequal to the market valuright to res	ntribution e fair ue of a ide in the	<ul> <li>Residents:</li> <li>receive a refund of the ingoing contribution;</li> <li>pay a maximum exit fee of 32% of the ingoing</li> </ul>		
		unit at the	ime ot	contribution; and		

		entry (Licence Value).	do not receive any capital gain or pay any capital loss. Exit entitlement paid within 6 months of termination.	
	5% Reduced Contribution Contract	Residents pay a reduced ingoing contribution calculated as the Licence Value reduced by 5%.	<ul> <li>Residents:</li> <li>receive a refund of the reduced ingoing contribution;</li> <li>pay a maximum exit fee of 37% of the Licence Value; and</li> <li>do not receive any capital gain or pay any capital loss.</li> <li>Exit entitlement paid within 18 months of termination.</li> </ul>	
	10% Reduced Contribution Contract	Residents pay a reduced ingoing contribution calculated as the Licence Value reduced by 10%.	Residents:  • receive a refund of the reduced ingoing contribution;  • pay a maximum exit fee of 42% of the Licence Value; and  • do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination.	
9.3 What other entry costs do residents need to pay?	<ul> <li>□ Transfer or stamp duty</li> <li>⋈ Costs related to your residence contract</li> <li>□ Costs related to any other contract e.g.</li> </ul>			
Port 10 Ongoing Cost	<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.

contributio	_	s or Genera	ai Services Char	ge a	illa ivi	annenance ive	eserve Fund	
			General Services Charge (weekly)		Maintenance Reserve Fund contribution (weekly)			
Independe	nt Living Units	3				(Woonly)		
- Studio								
- One be	droom							
- Two be	drooms							
- Three b	edrooms							
Serviced U	nits							
- Studio								
- One be								
- Two be								
	edrooms							
Other								
All units pa	y a flat rate	\$79.86				\$30.70		
Last three v	ears of Gen	eral Service	s Charge and M	ainte	enano	ce Reserve Fu	nd contribution	
Financial year	General Sec Charge (ran (weekly)	rvices	Overall % change from previous year	Ma Res	intenance serve Fund ntribution (range) eekly)		Overall % change from previous year (+ or -)	
2019/20	\$94.42 to \$9	94.42	2.1%	\$30	0.63 to \$30.63		0%	
2018/19	\$92.44 to \$9	2.44	3.6%	\$30	0.63 to \$30.63		-1.4%	
2017/18	\$89.27 to \$8	39.27	8.3%	\$31	1.05 to \$31.05		5.6%	
10.2 What costs relating to the units are not covered by the General Services		_	☐ Home insurance (freehold			<ul><li>☐ Water</li><li>☑ Telephone</li><li>☑ Internet</li></ul>		
Charge? (re		│ ⊠ Electric	X Flectricity					
will need to costs sepa	• •		⊠ Gas			□ Pay TV		
•	-,	∠ Gas				Other:		
ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?		☐ Unit fittin☐ Unit app ☐ None ☐ Additional if own or bring and replaced Unit fixture maintained	Additional information: Residents are responsible for the items they own or bring into their units, any alterations they make to their units, and replacing light globes.  Unit fixtures and appliances provided by scheme operator are maintained by the scheme operator. This service is included in the					
		general services charge and mainte contribution. Capital items are repla- replacement fund.						

	<del>-</del>			
10.4 Does the operator offer a maintenance service or help residents arrange repairs and	⊠ Yes □ No			
maintenance for their unit? If yes: provide details, including any charges for this service.	Unit fixtures and appliances provided by scheme operator are maintained by the scheme operator. This service is included in the general services charge and maintenance reserve fund contribution.			
Part 11 – Exit fees - whe	n 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 their unit?	<ul> <li>☐ Yes – all residents pay an exit fee calculated using the same formula</li> <li>☑ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> </ul>			
	□ No exit fee			
	☐ Other			
If yes: list all exit fee options that may apply to new contracts	Standard Contract 6% of the ingoing contribution for the first year of residence, 11% of the ingoing contribution for two years of residence, 15% of the ingoing contribution for three years of residence, 19% of the ingoing contribution for four years of residence, 23% of the ingoing contribution for five years of residence, 26% of the ingoing contribution for six years of residence, 29% of the ingoing contribution for seven years of residence and up to a maximum of 32% of the ingoing contribution for eight years of residence or more.			
	5% Reduced Contribution Contract			
	11% of the fair market value of a right to reside in the unit at the time of entry ( <b>Licence Value</b> ) for the first year of residence, 16% of the Licence Value for two years of residence, 20% of the Licence Value for three years of residence, 24% of the Licence Value for four years of residence, 28% of the Licence Value for five years of residence, 31% of the Licence Value for six years of residence, 34% of the Licence Value for seven years of residence and up to a maximum of 37% of the Licence Value for eight years of residence or more.			
	10% Reduced Contribution Contract			
	16% of the Licence Value for the first year of residence, 21% of the Licence Value for two years of residence, 25% of the Licence Value for three years of residence, 29% of the Licence Value for four years of residence, 33% of the Licence Value for five years of residence, 36% of the Licence Value for six years of residence 39% of the Licence Value for seven years of residence and up to a maximum of 42% of the Licence Value for eight years of residence or more.			

The exit fee is calculated on a pro-rata daily basis for partial years of

residence.

Standard Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution
1 year	6% of your ingoing contribution
2 years	11% of your ingoing contribution
3 years	15% of your ingoing contribution
4 years	19% of your ingoing contribution
5 years	23% of your ingoing contribution
6 years	26% of your ingoing contribution
7 years	29% of your ingoing contribution
8 years	32% of your ingoing contribution
More than 8 years	32% of your ingoing contribution

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 32% of the ingoing contribution after 8 years of residence.

The minimum exit fee is: 6% of your ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

5% Reduced Contribution Contract		
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the fair market value of a right to reside in the unit at the time of entry ( <b>Licence Value</b> )	
1 year	11% of the Licence Value	
2 years	16% of the Licence Value	
3 years	20% of the Licence Value	
4 years	24% of the Licence Value	
5 years	28% of the Licence Value	
6 years	31% of the Licence Value	
7 years	34% of the Licence Value	
8 years	37% of the Licence Value	
More than 8 years	37% of the Licence Value	

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 37% of the Licence Value after 8 years of residence.

The minimum exit fee is: 11% of the Licence Value x 1/365.

**Note from the scheme operator:** The minimum exit fee is for 1 day of residence.

10% Reduced Contribution Contract				
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the fair market value of a right to reside in the unit at the time of entry ( <b>Licence Value</b> )			
1 year	16% of the Licence Value			
2 years	21% of the Licence Value			
3 years	25% of the Licence Value			
4 years	29% of the Licence Value			
5 years	33% of the Licence Value			
6 years	36% of the Licence Value			
7 years	39% of the Licence Value			
8 years	42% of the Licence Value			
More than 8 years	42% of the Licence Value			

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 42% of the Licence Value after 8 years of residence.

The minimum exit fee is: 16% of the Licence Value x 1/365.

**Note from the scheme operator:** The minimum exit fee is for 1 day of residence.

## 11.2 What other exit costs do residents need to pay or contribute to?

☐ Sale costs for the unit

□ Legal costs

- Exit Administration Fee; and
- A portion of the costs of valuation (if you and operator cannot agree on resale value).

Part 12 – Reinstatement and renovation of the unit			
12.1 Is the resident responsible for reinstatement of the unit when they leave 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 renovation of the unit when they leave the 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% of any renovation costs</li> <li>☒ No</li> <li>Renovation means replacements or repairs other than reinstatement work.</li> <li>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.</li> </ul>		
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?	<ul> <li>Yes, the resident's share of the the resident's share of the capital gain is</li></ul>		

#### Part 14 – Exit entitlement or buyback of freehold units

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

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

The scheme operator will repay the ingoing contribution to the resident.

When the scheme operator makes this payment, the resident must pay to the scheme operator the following amounts:

- the exit fee (see item 11.1);
- the Exit Administration Fee, legal costs and valuation costs (if any) (see item 11.2);
- the costs of reinstatement work (see item 12.1); and
- any other outstanding amounts payable by the resident under the residence contract.

### 14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract
  - which is 18 months after the termination of the residence contract if you select a 5% Reduced Contribution Contract or a 10% Reduced Contribution Contract; or
  - which is 6 months after the termination of the residence contract if you select a Standard Contract.
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

### 14.3 What is the turnover of units for sale in the village?

- 4 accommodation units were vacant as at the end of the last financial year
- 0 accommodation units were resold during the last financial year
- 6-9 months was the average length of time to sell a unit over the last three financial years

#### Part 15 – Financial management of the village

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

General Services Charges Fund for the last 3 years			
Financial	Deficit/Surplus	Total general	Change from
Year		service charges collected for the financial year	previous year
2019/20	\$13,305	\$78,554	128.7%

	2018/19	\$5,817	\$76,913		313.4%	
	2017/18	\$1,407	\$74,275		-114.3%	
	Polongo of Co	noral Carviac	s Charges			
	Balance of <b>Ge</b> <b>Fund</b> for last fi			\$13,305		
	quarter if no fu	-		φ13,300	,	
	Balance of <b>Ma</b>					
	for last financia			\$133,316		
	full financial ye	•	4	<b>+</b> · · · · · · ·		
	Balance of Ca	pital Replace	ment Fund			
	for the last fina	-	•	\$16,336	6	
	no full financia	l year availab	е			
	Percentage of					
	contribution ap	•	apitai	NI/A / =		
	Replacement F	-una		`	nounts are paid	
	The operator p	ave a nercen	ane of a	each ye	nended by the	
	resident's ingo		_		surveyor's report)	
	determined by	_		quaritity	our voyor o roporty	
	report, to the C		•			
	This fund is us					
	village's capita	•	·			
	OR					
	$\Box$ the village is	not vet opera	tina.			
Part 16 – Insurance		, ,	<u> </u>			

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

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

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

#### 16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:

⊠ Yes □ No

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

- Contents insurance (for the resident's property in the unit)
- Public liability insurance (for incidents occurring in the resident's unit)
- Workers' compensation insurance (for the resident's employees or contractors)
- Third-party insurance (for the resident's motor vehicles or mobility devices)

#### Part 17 - Living in the village

#### Trial or settling in period in the village

17.1 Does the village offer prospective residents a trial period ☐ Yes  $\boxtimes$  No

or a settling in period	
in the village? Pets	
17.2 Are residents allowed to keep pets?	⊠ Yes □ No
If yes: specify any restrictions or conditions on pet ownership	Pets are welcome, if the scheme operator's prior consent is obtained.
Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting?	⊠ Yes □ No
If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	Residents must notify Village Management of any visitors who stay overnight, and must stay in the unit at the same time as their visitor. The scheme operator's prior consent is required for any visitor to stay for more than 14 consecutive nights or for more than 60 days (in total) in any 12 month period, or for more than 4 visitors to stay overnight at the same time. All visitors must complete a log book and agree to adhere to the village rules.
Village by-laws and villa	age 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	⊠ Yes □ No
have other rules for the village.	If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents committee established	☐ Yes ☒ No
under the Retirement Villages Act 1999?	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 appredited
through an industry- based accreditation scheme?	<ul><li>☑ No, village is not accredited</li><li>☐ Yes, village is voluntarily accredited through:</li></ul>
	accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.
agoo / tot / 000 a000 110	2. Columnia de la constanción de la cianada de la constitución villagos.

Part 19 – Waiting list				
19.1 Does the village maintain a waiting list for entry?	□ Yes	⊠ No		

#### **Access to documents**

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

$\boxtimes$	Certificate of registration for the retirement village scheme
$\boxtimes$	Certificate of title or current title search for the retirement village land
$\boxtimes$	Village site plan
$\boxtimes$	Plans showing the location, floor plan or dimensions of accommodation units in the village
	Plans of any units or facilities under construction
	Development or planning approvals for any further development of the village
	An approved redevelopment plan for the village under the Retirement Villages Act
	An approved transition plan for the village
	An approved closure plan for the village
$\boxtimes$	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, maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
	Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
$\boxtimes$	Examples of contracts that residents may have to enter into
$\boxtimes$	Village dispute resolution process
	Village by-laws
$\boxtimes$	Village insurance policies and certificates of currency
	A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your

request is available on the Department of Housing and Public Works website.

Retirement Villages Act 1999 • Section 74 • Form 3 • V7 • December 2019

#### **Further Information**

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

#### **General Information**

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

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

#### Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au Website: www.hpw.gld.gov.au/housing

#### **Queensland Retirement Village and Park Advice Service (QRVPAS)**

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: www.caxton.org.au

#### **Department of Human Services (Australian Government)**

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

Phone: 132 300

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

retirement

#### **Seniors Legal and Support Service**

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: https://caxton.org.au

#### **Queensland Law Society**

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: info@qls.com.au Website: www.qls.com.au

#### **Queensland Civil and Administrative Tribunal (QCAT)**

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: <u>www.qcat.qld.gov.au</u>

#### **Department of Justice and Attorney-General**

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

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: 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/