

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: Caloundra Retirement Village

# Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village
  accommodation, facilities and services, including the general costs of moving into, living in and
  leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at 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.gls.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 July 2021 and applies to prospective residents.

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

Fait 1 – Operator and management details		
1.1 Retirement village location	Retirement Village Name: Caloundra Retirement Village	
location	Street Address: 55 Coolum Street	
	Suburb: Dicky Beach	
	State: Queensland	
	Post Code: 4551	
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: 1981
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</li> </ul>
	on weekdays between 9:00am and 5:00pm.
	Onsite availability includes:
	Weekdays: As required Weekends: No availability
	Note from the scheme operator: 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?
plan or transition plan for the retirement	□ Yes ⊠ No
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.
	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	Single occupants must be at least 65. For multiple occupants, one must be at least 65 and the other must be at least 60.
this 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
3.1 Resident	n units: Nature of ownership or tenure
ownership or tenure of	☐ Freehold (owner resident)
the units in the village	$\square$ Lease (non-owner resident)
is:	☐ Licence (non-owner resident)
	☐ Share in company title entity (non-owner resident)
	☐ Unit in unit trust (non-owner resident)
	Rental (non-owner resident)
	☐ Other
Accommodation types	
3.2 Number of units by	There are 33 units in the village, comprising 33 single storey units.
accommodation type and tenure	There are 33 units in the village, comprising 33 single storey units.
and tonais	

Freehold	Leasehold	Licence	Other
		4	
		29	
		33	
□ Level access	s from the street into	o and between all a	areas of the unit
☐ Alternatively, a ramp, elevator or lift allows entry into ☐ all ☐ some units			to □ all □ some
Step-free (hower the content of the conten	obless) shower in [	☐ all ⊠ some units	
$oxtimes$ Width of doorways allow for wheelchair access in $\Box$ all $oxtimes$ some units			
oxtimes Toilet is accessible in a wheelchair in $oxtimes$ all $oxtimes$ some units			
☐ Other key features in the units or village that cater for people with disability or assist residents to age in place:			
□ None			
dents and visito	ors		
Some units v	vith own garage or	carport attached or	r adjacent to the
unit  ☐ Some units with own garage or carport separate from the unit ☐ All / Some [unit type] units with own car park space adjacent to the unit ☐ All / Some [unit type] units with own car park space separate from the unit ☐ General car parking for residents in the village			
		e separate from	
☐ Other parking	g e.g. caravan or b	oat:	
	units with no	car parking for res	sidents
☐ No car parkir	ng for residents in t	he village	
	<u> </u>		
			4   29   33   33   33   33   33   33   34   35   35

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: 1981		
development of the village complete?	□ Fully developed / completed		
	☐ Partially developed / completed		
	☐ Construction yet to commend	е	
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></ul>	☐ Medical consultation room ☐ Restaurant	
	☐ Auditorium	☐ Shop	
	│	Swimming pool [indoor / outdoor]	

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	□ Billiards room   □ Bowling green   [indoor/outdoor]   □ Business centre (e.g.   computers, printers, internet   access)   □ Chapel / prayer room   □ Communal laundries   ☒ Community room or centre   □ Dining room   ☒ Gardens   □ Gym   □ Hairdressing or beauty   room   ☒ Library   that is not funded from the General   s on access or sharing of facilities	[heated / not heated]  Separate lounge in community centre  Spa [indoor / outdoor]     [heated / not heated  Storage area for boats / caravans  Tennis court [full/half]  Village bus or transport  Workshop  Other:	
6.2 Does the village have an onsite, attached, adjacent or co-located residential			
Note: Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <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	village for the benefit and enjoyment of facilities. retirement village. ystem, emergency help system and/or	

	<ul> <li>Maintaining and updating safety and emergency procedures for the retirement village.</li> </ul>
	<ul> <li>Cleaning, maintaining and repairing the community facilities.</li> </ul>
	<ul> <li>Maintaining, repairing and replacing units and items in, on or</li> </ul>
	attached to the units (except where this is a resident's
	responsibility).
	Monitoring and eradicating pests.
	<ul> <li>Engaging staff and contractors necessary for the operation of</li> </ul>
	the retirement village, which may include a village manager,
	cleaning and maintenance personnel, security personnel,
	personal care and nursing personnel and/or relief personnel.
	<ul> <li>Arranging for administrative, secretarial, book-keeping,</li> </ul>
	accounting and legal services necessary for the operation of the
	retirement village.
	<ul> <li>Maintaining any licences required in relation to the retirement village.</li> </ul>
	<ul> <li>Paying operating costs in connection with the ownership and</li> </ul>
	operation of the retirement village.
	<ul> <li>Maintaining insurances relating to the retirement village that are</li> </ul>
	required by the Retirement Villages Act 1999 or contemplated
	by a residence contract or that the scheme operator otherwise
	deems appropriate.
	<ul> <li>Complying with the Retirement Villages Act 1999.</li> </ul>
	Any other general service funded via a general services charges
	budget for a financial year.
7.2 Are optional	☐ Yes ⊠ No
personal services	
provided or made available to residents	
on a user-pays basis?	
7.3 Does the retirement village	✓ Yes, the operator is an Approved Provider of home care under the
operator provide	Aged Care Act 1997 (Registered Accredited Care Supplier – NAPS ID
government funded	18040)
home care services	☐ Yes, home care is provided in association with an Approved
under the Aged Care	Provider:
Act 1997 (Cwth)?	1 Tovider.
	☐ No, the operator does not provide home care services, residents
	can arrange their own home care services
Note: Some residents ma	by be eligible to receive a Home Care Package, or a Commonwealth
	ubsidised by the Commonwealth Government if assessed as eligible by
	team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care
•	by the Retirement Villages Act 1999 (Qld).
	heir own approved Home Care Provider and are not obliged to use
the retirement village pr	ovider, if one is offered.
Part 8 – Security and en	nergency systems
8.1 Does the village	
have a security	□ Yes ⊠ No
system?	

8.2 Does the village have an emergency help system?		☐ Optional	□ No
<ul> <li>If yes or optional:</li> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	The emergency system is monitored off-site. The cost of these services are included in the general services charge.  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		
)	ution - entry costs to live in the amount a prospective res		or a residence contract
to secure a right to reside	in the retirement village. The	ingoing contribution	is also referred to as
recurring fees.	e price. It does not include on	going charges such a	as rent or other
9.1 What is the	Accommodation Unit	Range of ingoing	contribution
estimated ingoing	Independent living units		
contribution (sale price) range for all	- Studio		
types of units in the	- One bedroom	\$221,000 to \$221,0	00
village	- Two bedrooms	\$315,000 to \$347,0	00
	- Three bedrooms		
	Serviced units		
	- Studio		
	- One bedroom		
	- Two bedrooms		
	- Three bedrooms		
	Other		
	Full range of ingoing contributions for all unit types	\$ 221,000 to \$347,0	000
9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?	<ul> <li>✓ Yes □ No</li> <li>There are three contract types available:</li> <li>• Standard Contract</li> <li>• 5% Reduced Contribution Contract</li> <li>• 10% Reduced Contribution Contract</li> </ul>		

The key differences between the three contract options are: Contract Ingoing Payments on exit option contribution Standard Residents pay an Residents: Contract ingoing contribution receive a refund of the equal to the fair ingoing contribution; market value of a pay a maximum exit fee of right to reside in the 32% of the ingoing unit at the time of contribution: and entry (Licence do not receive any capital Value). gain or pay any capital loss. Exit entitlement paid within 6 months of termination. 5% Reduced Residents: Residents pay a Contribution reduced ingoing receive a refund of the contribution Contract reduced ingoing calculated as the contribution; Licence Value pay a maximum exit fee of reduced by 5%. 37% of the Licence Value: and do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination. 10% Residents pay a Residents: reduced ingoing Reduced receive a refund of the Contribution contribution reduced ingoing calculated as the Contract contribution; Licence Value pay a maximum exit fee of reduced by 10%. 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 ☐ Transfer or stamp duty costs do residents □ Costs related to your residence contract need to pay? ☐ Costs related to any other contract e.g. ..... ☐ Advance payment of General Services Charge

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

☐ Other costs

**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 **General Services Charge** Type of Unit **Maintenance Reserve Fund** contribution (weekly) (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 \$98.00 \$26.79 Last three years of General Services Charge and Maintenance Reserve Fund contribution **General Services** Overall % Overall % Financial Maintenance change from Charge (range) change from Reserve Fund vear previous year contribution (range) previous year (weekly) (+ or -) (weekly) 2020/21 \$101.22 to \$101.22 0.11% \$25.32 to \$25.32 5.6% 2019/20 6.3% \$90.83 to \$90.83 -1.5% \$23.98 to \$23.98 2018/19 \$92.24 to \$92.24 -1.4% \$22.57 to \$22.57 14.2% 2017/18 \$93.52 to \$93.52 -1.0% \$19.76 to \$19.76 2.2% 10.2 What costs Contents insurance □ Water relating to the units are not covered by the ☐ Home insurance (freehold **General Services** units only) Note: Internet **Charge?** (residents will need to pay these ☑ Pay TV costs separately) ⊠ Gas Other: 10.3 What other ☐ Unit fixtures

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☐ Unit fittings

☐ Unit appliances

ongoing or occasional

costs for repair,

maintenance and ⊠ None replacement of items in, on or attached to Additional information: Residents are responsible for the items they the units are residents own or bring into their units, any alterations they make to their units, responsible for and and replacing light globes. pay for while residing Unit fixtures and appliances provided by scheme operator are in the unit? maintained by the scheme operator. This service is included in the general services charge and maintenance reserve fund contribution. Capital items are replaced using funds from the capital replacement fund. 10.4 Does the operator offer a maintenance ⊠ Yes □ No service or help residents arrange Unit fixtures and appliances provided by scheme operator are maintained by the scheme operator. This service is included in the repairs and general services charge and maintenance reserve fund contribution. maintenance for their unit? Part 11- Exit fees - when you leave the village A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF). 11.1 Do residents pay ☐ Yes – all residents pay an exit fee calculated using the same an exit fee when they formula permanently leave their unit? out may vary depending on each resident's residence contract □ No exit fee □ Other If yes: list all exit fee Standard Contract options that may apply 6% of the ingoing contribution for the first year of residence, 11% of the to new contracts 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 (Licence Value) 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 occout on a daily basis.	cupation is not a whole number of years, the exit fee will be worked	
The maximum (or cappe	d) 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 Contribu	tion Contract	
Time period from date of occupation of unit to the date the resident ceases reside in the unit	reside in the unit at the time of entry (Licence Value)	
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 occout on a daily basis.	cupation is not a whole number of years, the exit fee will be worked	
The maximum (or cappe	d) 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	☐ Sale costs for the unit	
costs do residents need to pay or	□ Legal costs	
contribute to?	⊠ Other costs:	
<u>_</u>		

	<ul> <li>Exit Administration Fee; and</li> <li>A portion of the costs of valuation (agree on resale value).</li> </ul>	(if you and operator cannot	
Part 12 – Reinstatement	and renovation of the unit		
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	⊠ Yes □ No		
	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		
	<ul> <li>renovations and other changes to the out with agreement of the resident and</li> </ul>		
	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?	☐ Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)		
	☐ 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		
	⊠ No		
	Renovation means replacements or repair work.	rs other than reinstatement	
	By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.		
Part 13– Capital gain or	losses		
13.1 When the resident's interest or right to reside in the unit is sold, does the		capital gain is % capital loss is %	
resident share in the	Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b>		
capital <i>gain</i> or capital loss on the resale of their unit?		capital gain is % capital loss is %	

No     No
<u> </u>

# 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?

1 accommodation units were vacant as at the end of the last financial year

2 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	Balance of	f Total	Change from
Year		general se	rvice	previous year
		charges co	ollected	
		for the fina	ncial	
		year		
2020/21	Audited data not	Audited da	ata not	
	yet available	yet availab	ole	
2019/20	\$15,368	\$155,868		-39.1%
2018/19	\$25,221	\$158,292		349.5%
2017/18	\$5,611	\$160,475		-60.9%
Dalamark				
	eneral Services C	_	<b>447.504.00</b>	
	financial year ORI		\$17,594	1.06
quarter if no full financial year available				
Balance of Maintenance Reserve Fund			<b>#</b> 000 044 55	
for last financial year OR last quarter if no			\$228,31	11.55
full financial year available				
Balance of Capital Replacement Fund			Φ 4 5 · 5 4 6	. 50
for the last financial year OR last quarter if			\$45,518	3.50
no full financial year available				
Develope of a regident increins				
Percentage of a resident ingoing				
contribution applied to the Capital Replacement Fund				
Replacement	runu		N/A (an	nounts are paid
The energiator nave a percentage of a			each ye	
The operator pays a percentage of a			-	nended by the

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.

recommended by the quantity surveyor's report)

# OR $\square$ the village is not yet operating.

Part 16 - Insurance

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

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

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

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

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 or a settling in period in the village?

The scheme operator offers a peace of mind guarantee for a period of 3 months after the commencement date of the licence (**Peace of Mind Guarantee Period**) if the resident changes their mind about living in the village or the licence is otherwise terminated by the resident.

If:

- a) the resident gives 1 months' notice of termination of the licence during the Peace of Mind Guarantee Period; or
- b) the licence is terminated because the resident dies during the Peace of Mind Guarantee Period,

and the unit is vacated by the **Vacant Possession Date**, being:

- c) the date that is 1 month after the operator receives the notice under paragraph a); or
- d) the date that is 1 month after the licence is terminated under paragraph b),

and all required documents are delivered to the scheme operator, then:

- e) the resident's liability to pay the general services charge and maintenance reserve fund contribution will end on the Vacant Possession Date;
- f) the scheme operator will refund the resident's ingoing contribution within 1 month of the Vacant Possession Date;
- g) the resident will not be required to pay an exit fee (part 11.1) or an exit administration fee (part 11.2);
- h) the following charges and costs will be payable and set off against the refund of the ingoing contribution:
  - the resident's liability for the general services charge, maintenance reserve fund contribution (part 10.1) and costs under any other agreements with the operator;
  - ii. legal costs (part 11.2); and
  - iii. costs of reinstatement work (if any) (part 12.1).

Pets

Yes □ No ets are welcome, if the scheme operator's prior consent is obtained.  Yes □ No	
Yes □ No	
Yes □ No	
residents must notify Village Management of any visitors who stay vernight, 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 or more than 14 consecutive nights or for more than 60 days (in total) 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 lihere to the village rules.	
rules	
Yes 🗵 No	
I law, residents may, by special resolution at a residents meeting and ith the agreement of the operator, make, change or revoke by-laws of the village.  In the village of the comment regarding inspection of village of the village	
r ⊠ Yes □ No	
yes: Rules may be made available on request	
Yes No  Novelaw, residents are entitled to elect and form a residents committee deal with the operator on behalf of residents about the day-to-day nning of the village and any complaints or proposals raised by sidents.  Sou may like to ask the village manager about an opportunity to talk the members of the resident committee about living in this village.	

Part 18 – Accreditation				
volunt throug	s the village tarily accredited gh an industry- l accreditation ne?	<ul><li>☒ No, village is not accredited</li><li>☐ Yes, village is voluntarily accredited through:</li></ul>		
Note: Retirement village accreditation schemes are industry-based schemes. The Retirement Villages Act 1999 does not establish an accreditation scheme or standards for retirement villages.				
Part 1	9 – Waiting list			
	oes the village ain a waiting list try?	⊠ Yes □ No		
Acces	s 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).				
$\boxtimes$	_	ration for the retirement village scheme		
$\boxtimes$	Certificate of title o	itle or current title search for the retirement village land		
$\boxtimes$	Village site plan			
		location, floor plan or dimensions of accommodation units in the village		
	•	or facilities under construction		
	· · ·	anning approvals for any further development of the village relopment plan for the village under the Retirement Villages Act		
	• •	tion plan for the village		
	• •			
$\boxtimes$	An approved closure plan for the village  The annual financial statements and report presented to the previous annual meeting  of the retirement village			
	Statements of the balance of the capital replacement fund or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village			
	Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village			
$\boxtimes$	Examples of contracts that residents may have to enter into Village dispute resolution process			
	Village by-laws			
	Village insurance policies and certificates of currency A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)			
Λη ον	ample request form	containing all the necessary information you must include in your		

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

# **Further Information**

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at <a href="https://www.hpw.qld.gov.au">www.hpw.qld.gov.au</a>

#### **General Information**

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

### 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: <a href="www.hpw.qld.gov.au/housing">www.hpw.qld.gov.au/housing</a>

#### **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: <a href="https://caxton.org.au">https://caxton.org.au</a>

#### **Queensland Law Society**

Find a solicitor Law Society House

Law Cocicty House

179 Ann Street, Brisbane, QLD 4000

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

Queensland Civil and Administrative Tribunal (QCAT)This independent decision-making

body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: www.qcat.qld.gov.au **Department of Justice and Attorney-General**Dispute Resolution Centres provide a free,

confidential and impartial mediation service to the community.

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: www.justice.qld.gov.au

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

Website: www.livablehousingaustralia.org.au/