

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: Gracemere Gardens Retirement Village

#### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at 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 July 2020 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
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Tart 1 – Operator and in		
1.1 Retirement village location	Retirement Village Name: Gracemere Gardens Retirement Village	
location	Street Address: 27-45 Conaghan Street	
	Suburb: Gracemere	
	State: Queensland	
	Post Code: 4702	
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: 1979	

	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> <li>Onsite availability includes:</li> <li>Weekdays: As required.</li> <li>Weekends: No availability</li> <li>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.</li> </ul>		
1.5 Approved closure	Is there an approved transition plan for the village?		
plans and transition plans for the retirement 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.		
1.6 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, FACILITIES AND SERVICES			
Part 3 – Accommodation	n units: Nature of ownership or tenure		
3.1 Resident ownership or tenure of the units in the village is:	☐ 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)		
	Rental (non-owner resident)		

Accommodation types					
3.2 Number of units by					
accommodation type	There are 22 units in the village, comprising 22 single storey units.				
and tenure					
Accommodation Unit	Freehold	Leasehold	Licence	Other	
Independent living					
units					
Studio					
- One bedroom		12			
- Two bedrooms			8		
- Three bedrooms			2		
Serviced units					
- Studio					
- One bedroom					
- Two bedrooms					
- Three bedrooms					
Other					
Total number of units			22		
Access and design					
3.3 What disability	□ Level access	from the street int	o and between all a	areas of the unit	
access and design					
features do the units	(i.e. no externai	or internal steps o	r stairs) in $\square$ all $\boxtimes$	some units	
and the village	□ Alternatively	a ramp elevator o	r lift allows entry in	to □ all □ some	
contain?	-	a ramp, orovator o	int anowo only in		
oomani.	units  ⊠ Step-free (hobless) shower in □ all ⊠ some units				
	units				
	M Toilet is accessible in a wheelshair in □ all M some units				
	□ Toilet is accessible in a wheelchair in □ all □ some units				
	☐ Other key features in the units or village that cater for people with				
	disability or assist residents to age in place:				
	disability of assist residents to age in place.				
	□ None				
Part 4 – Parking for resi	sidents and visitors				
4.1 What car parking	Some units with own garage or carport attached or adjacent to the				
in the village is	unit				
available for	<ul><li>☑ Some units with own garage or carport separate from the unit</li><li>☐ All / Some [unit type] units with own car park space adjacent to the</li></ul>				
residents?					
	unit				
	☐ All / Some [u	nit typel units with	own car park space	e separate from	
	the unit	), <u>1</u>	, p. 11. 2p. 30.	,	
		parking for residen	ts in the village		
		January for reducti	to in the village		
	☐ Other parking e.g. caravan or boat: ☐ units with no car parking for residents				

	☐ No car parking for residents in the village		
	Restrictions on resident's car parking include:		
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	Voor village construction started	. 1070	
development of the	Year village construction started: 1979     Start   St		
village complete?	<u></u>		
	☐ Partially developed / completed		
	☐ Construction yet to commend		
5.2 Construction, development applications and development approvals	relating to the retirement village	n, development or redevelopment land, including details of any related pment applications in accordance with	
Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	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?		
7.00 7.000	☐ 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	☐ Activities or games room	☐ Medical consultation room	
available to residents:	☐ Arts and crafts room	Restaurant	
	☐ Auditorium	☐ Shop	

	☐ BBQ area outdoors	☐ Swimming pool [indoor / outdoor]		
	☐ Billiards room	[heated / not heated]		
	☐ Bowling green [indoor/outdoor]	☐ Separate lounge in community centre		
	<ul> <li>☐ Business centre (e.g. computers, printers, internet access)</li> <li>☐ Chapel / prayer room</li> <li>☐ Communal laundries</li> <li>☐ Community room or centre</li> <li>☐ Dining room</li> </ul>	<ul> <li>□ Spa [indoor / outdoor]         [heated / not heated</li> <li>□ Storage area for boats / caravans</li> <li>□ Tennis court [full/half]</li> <li>□ Village bus or transport</li> <li>□ Workshop</li> <li>□ Other:</li> </ul>		
	⊠ Gardens			
	☐ Gym			
	☐ Hairdressing or beauty room			
	☐ Library			
	lity that is not funded from the General Services Charge paid by residents or tions on access or sharing of facilities (e.g. with an aged care facility).			
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	'General Services' provided to al	Il residents are:		
provided to all village residents (funded from the General Services Charge fund paid by residents)?	<ul> <li>Operating the retirement village for the benefit and enjoyment of residents.</li> <li>Managing the community facilities.</li> <li>Managing security at the retirement village.</li> <li>Maintaining the security system, emergency help system and/or safety equipment (if any).</li> <li>Maintaining fire-fighting and protection equipment.</li> </ul>			

7.2 Are optional personal services	<ul> <li>Maintaining and updating safety and emergency procedures for the retirement village.</li> <li>Cleaning, maintaining and repairing the community facilities.</li> <li>Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).</li> <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>		
provided or made available to residents on a user-pays basis?			
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 18097)</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>		
Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care services are not covered by the <i>Retirement Villages Act 1999</i> (Qld).  Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.			
Part 8 – Security and 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:		□ Optional □ No	
<ul> <li>the emergency help system details are:</li> </ul>	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>	12 am and 12 pm, 7 days per week.		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	□ Yes ⊠ No		
<b>COSTS AND FINANCIAL</b>	MANAGEMENT		
Part 9 – Ingoing contrib	ution - entry costs to live ir	the village	
An ingoing contribution is to secure a right to reside	the amount a prospective rein the retirement village. The	sident must pay under a residence contract e ingoing contribution is also referred to as egoing charges such as rent or other	
9.1 What is the	Accommodation Unit	Range of ingoing contribution	
estimated ingoing	Independent living units		
contribution (sale	- Studio		
price) range for all types of units in the	- One bedroom	\$175,000 to \$184,000	
village	- Two bedrooms	\$205,000 to \$226,000	
	- Three bedrooms \$242,000 to \$263,000  Serviced units		
	- Studio		
	- One bedroom		
	- Two bedrooms		
	- Three bedrooms		
	Other		
	Full range of ingoing	#475 000 / #000 000	
	contributions for all unit types	\$175,000 to \$263,000	
9.2 Are there different	⊠ Yes □ No		
financial options			
available for paying	There are three contract types available to all residents:		
the ingoing contribution and exit	<ul> <li>Standard Contract</li> <li>5% Reduced Contribution Contract</li> </ul>		
fee or other fees and	5% Reduced Contribution Contract     10% Reduced Contribution Contract		
charges under a			
residence contract?		ntract may be available to select residents	
If yes: specify or set out	on application to the scheme operator.		
in a table how the contract options work	Note from the scheme operator: The scheme operator may at its		
Januar ophono work	complete discretion offer a Concessional Licence contract to a resident		

e.g. pay a higher ingoing contribution and less or no exit fee.

on application to the scheme operator.

The key differences between the contract options are:

Contract option	Ingoing contribution	Payments on exit
Standard Contract	Residents pay an ingoing contribution equal to the fair market value of a right to reside in the unit at the time of entry (Licence Value).	Residents:  • receive a refund of the ingoing contribution;  • pay a maximum exit fee of 32% of the ingoing contribution; and  • 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%.	<ul> <li>Residents:</li> <li>receive a refund of the reduced ingoing contribution;</li> <li>pay a maximum exit fee of 42% 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>
Concessional Licence	Residents do not pay an ingoing contribution. Instead they pay an Contract Administration Fee and Administration Fee (which is equivalent to 4 x the weekly Accommodation Fee).	Residents do not receive any payments on exit. Residents pay a weekly Accommodation Fee for the term of the residence contract, instead of an ingoing contribution on entry. Further details are available from the scheme operator on request.

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> <li>□ Advance payment of General Services Charge</li> <li>⋈ Other costs</li> </ul>
	Note from the scheme operator: Residents who apply and are accepted for a Concessional Licence contract will be required to pay the Contract Administration Fee and Administration Fee (which is equivalent to 4 x the weekly Accommodation Fee). Details about these amounts are available from the scheme operator on request.

#### 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	\$94.71	\$24.07

I	Last three years of General Services Charge and Maintenance Reserve Fund contribution						
	Financial year	General Ser Charge (ran (weekly)		Overall % change from previous year	Re	intenance serve Fund ntribution (range) eekly)	Overall % change from previous year (+ or -)
	2019/20	\$93.47 to \$9	3.47	3.3%		3.78 to \$23.78	1.8%
	2018/19	\$90.53 to \$9		0.7%		3.77 to \$23.77	4.8%
-	2017/18	\$89.90 to \$8		4.1%		2.30 to \$22.30	2.9%
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)  10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?		☑ Contents insurance ☐ Water   ☐ Home insurance (freehold units only) ☒ Internet   ☒ Electricity ☐ Pay TV   ☒ Gas ☐ Other:					
		<ul> <li>□ Unit fixtures</li> <li>□ Unit appliances</li> <li>☑ None</li> <li>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.</li> <li>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. Capital items are replaced using funds from the capital replacement fund.</li> </ul>					
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?  If yes: provide details, including any charges for this service.  Part 11 – Exit fees - whe		Unit fixture maintained general ser	by the scheme of vices charge and	pera	rided by scheme ope ator. This service is in intenance reserve fu	ncluded in the	
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).							
í	11.1 Do resi an exit fee v permanently their unit?	when they	formula  ☐ Yes – al out may va  ☐ No exit f	I new residents party depending on e	ay a	t fee calculated using n exit fee but the wan n resident's residence	y this is worked
l			⊠ 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 (**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.

**Note from the scheme operator:** If a resident applies for and is accepted for a Concessional Licence contract, the resident will not be required to pay an exit fee.

Under a Concessional Licence contract, an End of Licence Fee is payable the amount of which is available from the scheme operator on request.

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

10 /0 Hoddood Gollinballoll	
Time period from date of	Exit fee calculation based on: the fair market value of a right to
occupation of unit to the	reside in the unit at the time of entry (Licence Value)
date the resident ceases to	
reside in the unit	

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?			
	<ul> <li>Exit Administration Fee; and</li> <li>A portion of the costs of valuation (if you and operator cannot agree on resale value).</li> </ul>		
	<b>Note from scheme operator:</b> If a resident applies for and is accepted for a Concessional Licence contract, the resident is not required to contribute to the to the costs listed above.		
Part 12 – Reinstatement	and renovation of the unit		
12.1 Is the resident responsible for	⊠ Yes □ No		
reinstatement of the unit when they leave the unit?	Note from operator: If a resident applies for and is accepted for a Concessional Licence contract, the resident is only responsible for damage they cause to the accommodation unit. The scheme operator will pay all other costs associated with reinstatement work.		
	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		

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renovations and other changes to the condition of the unit carried

Fair wear and tear includes a reasonable amount of wear and tear

out with agreement of the resident and operator.

	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	☐ Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)		
when they leave the 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 repairs other than reinstatement		
	work.  By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.		
Part 13- Capital gain or	losses		
13.1 When the resident's interest or right to reside in the unit is sold, does the	☐ Yes, the resident's share of the the resident's share of the capital gain is		
resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?	Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b> option  the resident's share of the capital gain is% the resident's share of the capital loss is% OR is based on a formula		
	⊠ No		
Part 14 Evit antitlamor	nt or buyback of freehold units		
	amount the operator may be required to pay the former resident under a needed reside is terminated and the former resident has left the unit.		
14.1 How is the exit	The scheme operator will repay the ingoing contribution to the resident.		
entitlement which the operator will pay the resident worked out?	When the scheme operator makes this payment, the resident must pay to the scheme operator the following amounts:		
	<ul> <li>the exit fee (see item 11.1);</li> <li>the Exit Administration Fee, legal costs and valuation costs (if</li> </ul>		
	any) (see item 11.2);		
	<ul> <li>the costs of reinstatement work (see item 12.1); and</li> <li>any other outstanding amounts payable by the resident under the residence contract.</li> </ul>		

**Note from the scheme operator:** If a resident applies for and is accepted for a Concessional Licence contract, the resident must pay the End of Licence Fee in accordance with 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?

9 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	Total general	Change from
Year		service charges	previous year
		collected for the	
		financial year	
2019/20	\$4,299	\$106,933	-15.0%
2018/19	\$5,058	\$103,564	85.8%
2017/18	\$2,723	\$102,846	- 357.6%

Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$2,510.52
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$99,714.14

	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available  Percentage of a resident ingoing contribution applied to the Capital Replacement Fund  The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.  OR  the village is not yet operating.	\$32,787.79  N/A (amounts are paid each year as recommended by the quantity surveyor's report)
Part 16 - Insurance		
village, including for:	take out general insurance, to full replacements; and on units, other than accommodation units ownered the cost of this insurance as part of the Grands the cost of this insurance as part of the Grands the cost of the Cost o	d by residents.
16.1 Is the resident		
responsible for		
arranging any	If yes, the resident is responsible for these in	surance policies:
insurance cover? If yes, the resident is	in yes, the resident is responsible for these inc	
responsible for these	Contents insurance (for the resident's)	, , ,
insurance policies:	<ul> <li>Public liability insurance (for incidents unit)</li> </ul>	occurring in the resident's
	Workers' compensation insurance (for	the resident's employees
	or contractors)	, ,
	<ul> <li>Third-party insurance (for the resident' mobility devices)</li> </ul>	s motor vehicles or
	mobility devices)	
Part 17 – Living in the vi	llage	
Trial or cottling in paris	d in the village	
Trial or settling in period		
17.1 Does the village offer prospective	☐ Yes ☒ No	
residents a trial period		
or a settling in period in the village?		
Pets		
17.2 Are residents	⊠ Voc. □ No.	
allowed to keep pets?	⊠ Yes □ No	
If yes: specify any	Pets are welcome, if the scheme operator's p	rior consent is obtained.

restrictions or conditions on pet ownership 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	☐ Yes ☒ No
committee established under the <i>Retirement Villages Act</i> 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.
under the Retirement	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
under the Retirement Villages Act 1999?	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
under the Retirement Villages Act 1999?  Part 18 – Accreditation  18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?  Note: Retirement village	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.  No, village is not accredited
under the Retirement Villages Act 1999?  Part 18 – Accreditation  18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?  Note: Retirement village	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.  No, village is not accredited  Yes, village is voluntarily accredited through:

#### **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
$\boxtimes$	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
$\boxtimes$	A current public information document (PID) continued in effect under section 237I of the
	Act (this applies to existing residence contracts)

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

#### **Further Information**

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

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

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

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

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

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

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

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

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

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

Phone: 132 300

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

retirement

#### Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: <a href="https://caxton.org.au">https://caxton.org.au</a>

#### **Queensland Law Society**

Find a solicitor
Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au Website: www.qls.com.au

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

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: www.qcat.qld.gov.au

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

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

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: www.justice.qld.gov.au

#### **Livable Housing Australia (LHA)**

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

Website: www.livablehousingaustralia.org.au/