### Retirement Villages

### Form 3



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: Fraser Shores 2 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
  - o 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.frasershores.com.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 m	anagement details			
1.1 Retirement village	Retirement Village Name: Fraser Shores 2 Retirement Village			
location	Street Address: 100 Nissen Street			
	Suburb: Urraween			
	State: Queensland			
	Post Code: 4655			
1.2 Owner of the land on which the	Name of land owner: The Uniting Church in Australia Property Trust (Q) ABN 96 010 643 909			
retirement village 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) 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: 1 July 2016			
	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:			
	⊠ Full time			
	☐ Part time ☐ By appointment only			
	□ None available			
	☐ Other:			
	Onsite availability includes:			
	Weekdays: 8:00am to 5:00pm			
	Weekends: 8:00am to 5:00pm (Weekend Coordinator)			
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.			
	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.			
Part 2 – Age limits				
2.1 What age limits apply to residents in this village?	Single occupants must be at least 60. For multiple occupants, one must be at least 60 and the other must be at least 55.			
J	live independent to live in the villa	tly in the accommage.	tisfied that each occodation unit and is a	•
ACCOMMODATION, FA	CILITIES AND S	ERVICES		
Part 3 – Accommodatio	n units: Nature o	of ownership or t	enure	
3.1 Resident	☐ Freehold (o	wner resident)		
ownership or tenure of		owner resident)		
the units in the village is:	Licence (no	n-owner resident)		
	l —	,	non-owner resident	)
		rust (non-owner re		,
		-owner resident)		
	Other			
Accommodation types	□ Other			
1 3.2 Number of units by				
3.2 Number of units by accommodation type	There are 192 u	units in the village,	comprising 192 sin	gle storey units
accommodation type and tenure		<b>.</b>		
accommodation type and tenure  Accommodation Unit	There are 192 u	units in the village,	comprising 192 sin	gle storey units Other
accommodation type and tenure  Accommodation Unit Independent living		<b>.</b>		
accommodation type and tenure  Accommodation Unit Independent living units Studio		<b>.</b>		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom		Leasehold		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms		Leasehold 32		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms		Leasehold		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms		Leasehold 32		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom		Leasehold 32		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedroom		Leasehold 32		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedroom - Three bedrooms - Three bedrooms - Three bedrooms		Leasehold 32		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedroom		Leasehold 32		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Trope bedrooms - Three bedrooms - Three bedrooms - Total number of units		Leasehold  32 160		
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedrooms - Three bedrooms	Freehold	32 160	Licence	Other
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedrooms - Three bedrooms - Total number of units  Access and design  3.3 What disability	Freehold   Level access	Leasehold  32 160  192  from the street in	Licence	Other
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedrooms - Three bedrooms	Freehold   Level access	Leasehold  32 160  192  from the street in	Licence	Other
accommodation type and tenure  Accommodation Unit Independent living units Studio - One bedroom - Two bedrooms - Three bedrooms Serviced units - Studio - One bedroom - Two bedroom - Two bedrooms - Three bedrooms - Total number of units  Access and design  3.3 What disability	Freehold	32 160  192  from the street in or internal steps of	Licence	Other  areas of the unit 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: Rails and ramps for pool access, and ramps to access the bowling green area.		
	□ None		
Part 4 – Parking for resi	dents and visitors		
4.1 What car parking in the village is available for residents?	<ul> <li>☑ All units with own garage or carport attached or adjacent to the unit</li> <li>☐ All / Some [unit type] 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 unit</li> </ul>		
	<ul> <li>□ All / Some [unit type] units with own car park space separate from the unit</li> <li>☑ General car parking for residents in the village</li> </ul>		
	☐ [insert number/unit type] units with no car parking for residents		
	☐ No car parking for residents in the village		
	Restrictions on resident's car parking include: You may only park in a car space in the Village if you have the operator's consent to use a car space.		
4.2 Is parking in the village available for visitors?	⊠ Yes □ No		
If yes, parking restrictions include	Visitor parking is for visitors only.		
Part 5 – Planning and de	evelopment		
5.1 Is construction or	Year village construction started: 2004		
development of the village complete?	☐ Fully developed / completed		
vinage complete:	Partially developed / completed		
	☐ Construction yet to commence		
5.2 Construction, development applications and development approvals	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>		

<b>D</b>	Not applicable.			
Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	ποι αρμιισαυι <del>ς</del> .			
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			
	the residents of the village (by a meeting) or by the Department of	f Housing and Public Works.		
	Note: see notice at end of document approval document			
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 [outdoor, heated]		
	☐ Billiards room	Separate lounge in community centre		
	⊠ Bowling green [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			

	⊠ Librar	у	
			al Services Charge paid by residents or
if there are any restrictions	s on acces	s or sharing of facilities	s (e.g. with an aged care facility).
Facilities close at 6pm, un	less other	wise agreed by manage	ement.
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☐ Yes	⊠ No	

**Note:** Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

### Part 7 - Services

# 7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Managing the community areas and facilities.
- Managing security at the retirement village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining fire-fighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning, maintaining and repairing the community areas and facilities.
- Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).
- Monitoring and eradicating pests. Termites only, all other pest control is the responsibility of residents.
- 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.
- Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.
- Maintaining any licences required in relation to the retirement village.
- Paying operating costs in connection with the ownership and operation of the retirement village.
- Maintaining insurances relating to the retirement village that are 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> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>
☐ Yes ⊠ No
∑ Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (National Approved Provider System – NAPS ID number 18055 & 18056. Blue Care Home Care services available to residents.
☐ Yes, home care is provided in association with an Approved Provider:
☐ No, the operator does not provide home care services, residents can arrange their own home care services
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.
nergency systems
□ Yes ⊠ No
The emergency system is monitored on-site. The cost of monitoring of this service is included in the general services charge.  A Land Line is required for this service.
24 hours, 7 days per week.
□ Yes ⊠ No

### COSTS AND FINANCIAL MANAGEMENT

### Part 9 – Ingoing contribution - entry costs to live in the village

An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village

Accommodation Unit	Range of ingoing contribution
Independent living units	
- Studio	
- One bedroom	
- Two bedrooms	\$261,000 to \$505,000
- Three bedrooms	\$326,400 to \$480,000
Serviced units	
- Studio	
- One bedroom	
- Two bedrooms	
- Three bedrooms	
Other	
Full range of ingoing contributions for all	\$261,000 to \$638,000
unit types	, , , , , , , , , , , , , , , , , , , ,

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?

There are four contract types available:

- Capital Gain Lease
- Standard Lease
- 5% Reduced Contribution Lease
- 10% Reduced Contribution Lease

The key differences between the four contract options are:

Contract option	Ingoing contribution	Payments on exit
Capital Gain Lease	Residents pay an ingoing contribution equal to the fair market value of the unit at the time of entry (Lease Value).	<ul> <li>Residents:</li> <li>receive a refund of the ingoing contribution;</li> <li>pay a maximum exit fee of 32% of the ingoing contribution;</li> <li>receive 50% of capital gain (if any); and</li> <li>must pay 50% of capital loss (if any).</li> <li>Exit entitlement paid within 18 months of termination.</li> </ul>
Standard Lease	Residents pay an ingoing contribution equal to Lease Value.	Residents:  • receive a refund of the ingoing contribution;

9.3 What other entry	5% Reduced Contribution Lease  10% Reduced Contribution Lease	Residents pay a reduced ingoing contribution calculated as the Lease Value reduced by 5%.  Residents pay a reduced ingoing contribution calculated as the Lease Value reduced by 10%.	<ul> <li>pay a maximum exit fee of 32% of the ingoing contribution; and</li> <li>do not receive any capital gain or pay any capital loss. Exit entitlement paid within 6 months of termination.</li> <li>Residents:</li> <li>receive a refund of the reduced ingoing contribution;</li> <li>pay a maximum exit fee of 37% of the Lease Value; and</li> <li>do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination.</li> <li>Residents:</li> <li>receive a refund of the reduced ingoing contribution;</li> <li>pay a maximum exit fee of 42% of the Lease 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>	
9.3 What other entry costs do residents	<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>			
need to pay?				
		-		
		ment of General Serv		
	M Other Costs.	Lease registration cos	) io	

### 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.

Type of U		General Services Charge (weekly)				Maintenance contribution (weekly)	Reserve Fund	
Independe	nt Living Units	;				(11001)		
- Studio								
- One be	droom							
- Two be	drooms							
- Three b	edrooms							
Serviced U	Inits							
- Studio								
- One be	droom							
	drooms							
	edrooms							
Other								
All units pa	y a flat rate	\$100.98	l		,	\$11.77		
Last throa	voars of Gone	oral Sorvico	es Charge and M	aint	onance	o Posorvo Eu	nd contribution	
Financial	General Sei		Overall %		intena		Overall %	
year	Charge (ran (weekly)	ge)	change from previous year	СО	eserve Fund ontribution (range) reekly)		change from previous year (+ or -)	
201920	\$114.99 to \$	114.99	2.0%	<b>-</b> `-	0.15 to \$10.15		6.8%	
2018/19	\$112.74 to \$	112.74	3.4%	\$9	9.51 to \$9.51		10.5%	
2017/18	\$109.00 to \$	109.00	-1.1%	\$8	3.61 to \$8.61		11.2%	
40.0 \					I			
10.2 What on the second term of		□ Conten	nsurance (freehold		□ w	ater		
are not cov	ered by the	☐ Home in			I ⊠ те	elephone		
General Se		units only)				•		
Charge? (re will need to	pay these	⊠ Electric	citv					
costs separately)			•			│ ☑ Pay TV		
		△ Gas	⊠ Gas			☐ Other:		
costs for remaintenant replacement in, on or at	occasional epair, ce and nt of items tached to re residents e for and le residing	<ul><li>☑ Unit fixto</li><li>☑ Unit fittio</li><li>☑ Unit app</li><li>☐ None</li><li>Additional in</li></ul>	ngs					

10.4 Does the operator					
offer a maintenance					
service or help					
residents arrange	Minor maintenance and garden maintenance. Cost of requested				
repairs and	goods, and materials and/or consumables required by resident.				
maintenance for their					
unit?					
Part 11 – Exit fees - whe	n you leave the village				
A second to the second to the second					
	ay an exit fee to the operator when they leave their unit or when the right				
	Id. 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				
	- Strict				
If yes: list all exit fee	Canital Cain Lagge and Standard Lagge				
options that may apply	Capital Gain Lease and Standard Lease				
to new contracts	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 Lease				
	11% of the fair market value of a lease of the unit at the time of entry				
	(Lease Value) for the first year of residence, 16% of the Lease Value				
	for two years of residence, 20% of the Lease Value for three years of				
	residence, 24% of the Lease Value for four years of residence, 28% of				
	the Lease Value for five years of residence, 31% of the Lease Value for				
	six years of residence, 34% of the Lease Value for seven years of				
	residence and up to a maximum of 37% of the Lease Value for eight				
	years of residence or more.				
	10% Reduced Contribution Lease				
	16% of the Lease Value for the first year of residence, 21% of the				
	Lease Value for two years of residence, 25% of the Lease Value for				
	three years of residence, 29% of the Lease Value for four years of				
	residence, 33% of the Lease Value for five years of residence, 36% of				
	the Lease Value for six years of residence 39% of the Lease Value for				
	seven years of residence and up to a maximum of 42% of the Lease				
	Value for eight years of residence or more.				

Capital Gain Lease and St	andard Lease
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 Lease**

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 lease of the unit at the time of entry ( <b>Lease Value</b> )
1 year	11% of the Lease Value
2 years	16% of the Lease Value
3 years	20% of the Lease Value
4 years	24% of the Lease Value
5 years	28% of the Lease Value
6 years	31% of the Lease Value
7 years	34% of the Lease Value
8 years	37% of the Lease Value
More than 8 years	37% of the Lease Value

<b>Note:</b> 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 Lease Value after 8 years of residence.				
The minimum exit fee is	: 119	% of the Lease Value x 1/365.		
Note from the scheme	ope	rator: The minimum exit fee is for 1 day of residence.		
10% Reduced Contribu	ution	Lease		
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 lease of the unit at the time of entry ( <b>Lease Value</b> )		
1 year		16% of the Lease Value		
2 years		21% of the Lease Value		
3 years		25% of the Lease Value		
4 years		29% of the Lease Value		
5 years		33% of the Lease Value		
6 years		36% of the Lease Value		
7 years		39% of the Lease Value		
8 years		42% of the Lease Value		
More than 8 years		42% of the Lease Value		
<b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.		tion is not a whole number of years, the exit fee will be worked		
The maximum (or capped) exit fee is 42% of the Lease Value after 8 years of residence.		xit fee is 42% of the Lease Value after 8 years of residence.		
The minimum exit fee is	The minimum exit fee is: 16% of the Lease Value x 1/365.			
Note from the scheme	ope	rator: The minimum exit fee is for 1 day of residence.		
11.2 What other exit costs do residents need to pay or		Sale costs for the unit egal costs		
contribute to?				
		<ul> <li>Exit Administration Fee;</li> <li>Surrender of Lease registration costs; and</li> <li>A portion of the costs of valuation (if you and operator cannot agree on resale value).</li> </ul>		
Part 12 – Reinstatement	and	renovation of the unit		
12.1 Is the resident responsible for reinstatement of the unit when they leave		Yes		
the unit?		sonably necessary to return the unit to the same condition it was in		

	<ul> <li>when the resident started occupation, apart from:</li> <li>fair wear and tear; and</li> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> <li>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</li> <li>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</li> </ul>		
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 on a Capital Gain Lease who share in the capital gain on the sale of their unit, and the resident pays</li> </ul>		
	50% 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.		
	Note from the scheme operator: Residents under a Standard Lease or a Reduced Contribution Lease do not share in any capital gain or capital loss and therefore do not pay any renovation costs.		
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?	Yes, the resident's share of the the resident's share of the capital gain is % capital loss is %  OR is based on a formula		
	Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b> option if they enter into a Capital Gain Lease: the resident's share of the <b>capital gain</b> is 50% the resident's share of the <b>capital loss</b> is 50% or is based on a formula		
	□ No		
	<b>Note from the scheme operator:</b> Residents under a Standard Lease or a Reduced Contribution Lease do not share in any capital gain or capital loss.		

### 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?

### **Capital Gain Lease**

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident plus the resident's share of capital gain (see item 13.1).

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, and legal costs and valuation costs (if any) (see item 11.2);
- the costs of reinstatement work (see item 12.1);
- the resident's share of the costs of renovation work (see item 12.2);
- the resident's share of any capital loss (see item 13.1); and
- any other outstanding amounts payable by the resident under the residence contract.

### Standard Lease, 5% Reduced Contribution Lease and 10% Reduced Contribution Lease

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 Capital Gain Lease, 5% Reduced Contribution Lease and 10% Reduced Contribution Lease; or
  - which is 6 months after the termination of the residence contract if you select a Standard Lease.
- 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?	14 accommodation units were vacant as at the end of the last financial year
care in the timage:	8 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 gene	eral	Change from
Year		service charges		previous year
		collected f	or the	
		financial y	ear	
2019/20	\$137,796	\$1,148,11	2	133,796%
2018/19	\$0	\$1,125,64	2	-100%
2017/18	-\$18,872	\$1,071,31	2	-178.7%
Deleves of Co.	manal Camriaga C	la a u u a a		
	neral Services C	_	ФО <del>Т</del> О 4 С	) CO
	nancial year ORI		\$87,840.68	
	ll financial year av intenance Reser			
			Φ504 040 00	
	al year <i>OR</i> last qu	arter ii no	\$581,21	19.26
full financial ye	ar avallable			
Balance of Car	Balance of Capital Replacement Fund			
for the last financial year <i>OR</i> last quarter if		\$166,933.50		
no full financial year available		φ 100,00	00.00	
Tio full illiandal year available				
Percentage of	a resident ingoing	ני		
contribution applied to the Capital			N/A (arr	nounts are paid
Replacement Fund		each year as		
			_	nended by the
The operator pays a percentage of a			surveyor's report)	
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 capita	l items.			

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:	<ul> <li>✓ Yes □ No</li> <li>If yes, the resident is responsible for these insurance policies:         <ul> <li>Contents insurance (for the resident's property in the unit)</li> <li>Public liability insurance (for incidents occurring in the resident's unit)</li> <li>Workers' compensation insurance (for the resident's employees or contractors)</li> <li>Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul> </li> </ul>
Part 17 – Living in the v	illage
Trial or settling in period	d in the village
17.1 Does the village	☐ Yes ☒ No
offer prospective	
residents a trial period or a settling in period	
in the village?	
Pets	
17.2 Are residents	⊠ Yes □ No
allowed to keep pets?	
If yes: specify any	Pets are welcome, if the scheme operator's prior consent is obtained.
restrictions or conditions	
on pet ownership	
Visitors	
17.3 Are there restrictions on visitors	⊠ Yes □ No
staying with residents	Desidents must notify Village Management of any visitors who stay
or visiting?	Residents must notify Village Management of any visitors who stay overnight, and must stay in the unit at the same time as their visitor.
If yes: specify any	The scheme operator's prior consent is required for any visitor to stay
restrictions or conditions	for more than 14 consecutive nights or for more than 60 days (in total)
on visitors (e.g. length of	in any 12 month period, or for more than 4 visitors to stay overnight at
stay, arrange with	the same time. All visitors must complete a log book and agree to
manager)	adhere to the village rules.
Village by-laws and villa	age rules
17.4 Does the village	⊠ Yes □ No
have village by-laws?	
	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
17.5 Does the operator	by-laws
have other rules for	⊠ Yes □ No
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 1999</i> ?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.	
Part 18 – Accreditation		
18.1 Is the village voluntarily accredited through an industrybased accreditation scheme?	<ul><li>☒ No, village is not accredited</li><li>☐ Yes, village is voluntarily accredited through:</li></ul>	
<b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.		
Part 19 – Waiting list		
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)

ı <del>c</del> ası	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
$\boxtimes$	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

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.

Act (this applies to existing residence contracts)

 $\boxtimes$ 

### **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.gld.gov.au">www.hpw.gld.gov.au</a>

#### **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.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: 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/