

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 February 2019



### 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 <https://reflectionsonthebay.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](http://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](http://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 9 December 2021 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

<b>1.1 Retirement village location</b>	Retirement Village Name: <u>Reflections on the Bay</u> Street Address: <u>73 Richard Charles Drive</u> Suburb: <u>Kawungan</u> State: <u>QLD</u> Post Code: <u>4655</u>
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: <u>Ozcare</u> Australian Company Number (ACN): <u>072 422 925</u> Address: <u>PO Box 912</u> Suburb: <u>Fortitude Valley</u> State: <u>QLD</u> Post Code: <u>4006</u>
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): <u>Ozcare</u> Australian Company Number (ACN): <u>072 422 925</u> Address: <u>PO Box 912</u> Suburb: <u>Fortitude Valley</u> State: <u>QLD</u> Post Code: <u>4006</u> Date entity became operator: <u>12/11/2020</u>
<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details: <u>Ozcare</u> Australian Company Number (ACN): <u>072 422 925</u> Phone: <u>(07) 3028 9000</u> Email: <u>info@Ozcare.org.au</u> An onsite manager (or representative) is available to residents: <input checked="" type="checkbox"/> Other: <u>A site manager from the adjoining residential aged care facility is available</u>

	<p>Onsite availability includes:  Weekdays <u>Business hours, Monday - Friday</u>  Weekends: <u>Not available</u></p>
<p><b>1.5 Approve closure plans and transition plans for the retirement village</b></p>	<p>Is there an approved transition plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p>Is there an approved closure plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p>
<p><b>1.6 Statutory Charge over retirement village land.</b></p>	<p><i>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.</i></p> <p><i>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p><b>A special work of St Vincent de Paul Society Queensland, Ozcare is a leading, not-for-profit provider of health and human services and we've been proudly caring for the Queensland community for nearly 25 years.</b></p> <p><b>Our caring workforce of over 3,000 staff and 235 volunteers proudly serve more than 15,000 clients from over 40 locations across the state with a range of aged care, retirement living, disability care, respite care, nursing, allied health and dementia advisory and support services.</b></p> <p><b>Reflections on the Bay is Ozcare's first retirement village development and part of our vision to co-locate retirement villages with our aged care facilities to deliver a continuum of care to retirees.</b></p>

**Part 2 – Age limits**

<b>2.1 What age limits apply to residents in this village?</b>	<p>Prospective residents (or in the case of a couple residing in the same unit, one member of the couple) must be aged at least 65 years on taking up residence in the Village.</p> <p>The Operator expressly reserves the right to decline any application for residence and to vary age limitation criteria at its discretion.</p>
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**ACCOMMODATION, FACILITIES AND SERVICES**  
**Part 3 – Accommodation units: Nature of ownership or tenure**

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<input type="checkbox"/> Freehold (owner resident) <input type="checkbox"/> Lease (non-owner resident) <input checked="" type="checkbox"/> Licence (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident) <input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other: .....
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**Accommodation types**

<b>3.2 Number of units by accommodation type and tenure</b>	<p><b>Stage 1 and 2</b>  Stages 1 &amp; 2 will comprise a total of <u>37</u> single level residential units.</p> <p><b>Upon completion</b>  The project will comprise a maximum of 132 residential units expected to be developed over a maximum of six stages. Of these, 55 units will be single level homes while the balance 77 are expected to be provided in low-rise buildings of up to four levels. Final mix and configuration is indicative only at this point with future stages beyond Stage 2 being subject to Council approval</p>
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Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio			.8	
- One bedroom			14	
- Two bedrooms			62	
- Two bedrooms + Study			16	
- Three bedrooms			32	
<b>Total number of units</b>			<b>132</b>	

## Access and design

**3.3 What disability access and design features do the units and the village contain?**

- Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in  all  some units
- Alternatively, a ramp, elevator or lift allows entry in  all  some units
- Step-free (hobless) shower in  all  some units
- Width of doorways allow for wheelchair access in  all  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: Nil
- None

## Part 4 – Parking for residents and visitors

**4.1 What car parking in the village is available for residents?**

- all units with own garage or carport attached or adjacent to the unit
  - Other parking e.g. caravan or boat: Parking available on application for caravans and boats
- Restrictions on resident's car parking include: The garage, forming part of each unit, may be used only for the parking of the relevant resident's personal motor vehicle, boat or trailer, or the parking of a Visitor's motor vehicle.

**4.2 Is parking in the village available for visitors?**

- Yes  No
- Visitors' vehicles may be parked only in the designated signed spaces on Common Property or in the garage that forms part of each unit.

## Part 5 – Planning and development

**5.1 Is construction or development of the village complete?**

- Year village construction started: 2020
- Fully developed / completed
- Partially developed / completed
- Stage 1 – 15 Units complete
- Community Hub building 2/3 complete to be completed with Stage 3
- Stage 2 - 22 Units in under completion
- Construction yet to commence
- Stage 4, 5 and 6

<p><b>5.2 Construction, development applications and development approvals</b></p> <p>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>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>.</p> <p><u>Approval has been given for 132 units to be constructed.</u></p> <p><u>Stage 2 has commenced with the construction of 22 Units and a Community Hub centre. We expect this stage to be completed early-mid 2022. Building will be in stages, with building timeframes depending on market demand.</u></p>
<p><b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b></p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p><b>Note:</b> see notice at end of document regarding inspection of the development approval documents.</p>

**Part 6 – Facilities onsite at the village**

<p><b>6.1 The following facilities are currently available to residents:</b></p>	<p><input checked="" type="checkbox"/> Activities or games room</p> <p><input checked="" type="checkbox"/> Arts and crafts room</p> <p><input type="checkbox"/> Auditorium</p> <p><input checked="" type="checkbox"/> BBQ area outdoors</p> <p><input type="checkbox"/> Billiards room</p> <p><input checked="" type="checkbox"/> Bowling green - outdoor</p> <p><input type="checkbox"/> Business centre (e.g. computers, printers, internet access)</p> <p><input checked="" type="checkbox"/> Chapel / prayer room</p> <p><input type="checkbox"/> Communal laundries</p> <p><input checked="" type="checkbox"/> Community room or centre</p> <p><input checked="" type="checkbox"/> Dining room</p> <p><input checked="" type="checkbox"/> Gardens</p> <p><input checked="" type="checkbox"/> Gym</p>	<p><input type="checkbox"/> Medical consultation room</p> <p><input type="checkbox"/> Restaurant</p> <p><input type="checkbox"/> Shop</p> <p><input checked="" type="checkbox"/> Swimming pool – inside and outdoor, and heated</p> <p><input checked="" type="checkbox"/> Separate lounge in community centre</p> <p><input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated]</p> <p><input checked="" type="checkbox"/> Storage area for boats / caravans</p> <p><input type="checkbox"/> Tennis court [full/half]</p> <p><input type="checkbox"/> Village bus or transport</p> <p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Other:</p> <p>- <u>Coffee Shop – stage 5.</u></p> <p>- <u>Cinema – stage 3</u></p>
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	<input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

N/A

<b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name of residential aged care facility and name of the approved provider: Approved Provider: <u>Ozcare</u> Aged Care Facility: <u>Hervey Bay Aged Care Facility</u>	
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**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

<b>7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?</b>	Services funded from the General Services Charge include: <ul style="list-style-type: none"> <li>• Management, administration, promotion and marketing of the Village;</li> <li>• Rates, taxes, charges and assessments payable to any Government, Local Government or Statutory Authority and the costs of compliance with requirements of all such bodies;</li> <li>• Communal gardening and grounds maintenance (except where either is the responsibility of the residents);</li> <li>• Other minor maintenance (except where it is the responsibility of the residents);</li> <li>• External pest control;</li> <li>• Common area lighting;</li> <li>• Building and other insurances relating to the Village (excluding resident's contents insurance);</li> <li>• General support as required.</li> </ul>	
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<b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>If needed, on a user pays basis only, we can help you manage better at home - in your retirement village unit and improve your well-being with our home care services. You will see regular carers so we can get to know you and be familiar with how you like things done around your home, and if you ever need any extra help, it is always there. Ozcare's</u>	
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home care services are available by client's choice on a user-pay basis, for things such as:

- Personal Care
- Meal Preparation
- Domestic Assistance
- Transport
- Social Support
- Respite Care
- Nursing Care
- Allied Health
- Dementia Advisory & Support Service
- Personal Alarm services

All of our Carers have either a Certificate III in Aged Care or significant industry experience plus certification in CPR and First Aid.

We can assist you in regards setting up and accessing these services; please just ask one of our staff or call Ozcare at 1800 692 273.

**7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?**

Yes, the operator is an Approved Provider of home care under the *Aged Care Act 1997* (Registered Accredited Care Supplier)  
 Name: Ozcare  
 Registration numbers: NAPS Service ID CHSP-14892; HCP-18280

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

**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 *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (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 emergency systems**

**8.1 Does the village have a security system?**

Yes     No

Reflections on the Bay will be a gated community and a code or swipe card will be needed for entry after hours. There is an intercom with one-way display to the gate and CCTV of some external areas.

If yes:

- the security system details are:
- the security system is monitored between:



**8.2 Does the village have an emergency help system?**

Yes - all residents       Optional       No

Emergency Call System Monitored by Tunstall Health Care 24 hours per day 7 days per week. User pays system.

If yes or optional:

- the emergency help system details are:
- the emergency help system is monitored between:

**8.3 Does the village have equipment that provides for the safety or medical emergency of residents?**

Yes     No

First aid kit.

If yes, list or provide details e.g. first aid kit, defibrillator

**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
	- Two bedrooms	<u>\$ 415,000 - \$458,000</u>
	- Two bedrooms + Study	<u>\$475,000 - \$535,000</u>
	- Three bedrooms	<u>\$545,000 - \$555,000</u>
	Other	
	<b>Full range of ingoing contributions for all unit types</b>	<b><u>\$415,000 - \$555,000</u></b>

**9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and**

Yes     No

Ozcare offers a dynamic pricing model; whereby you are able to pay above or below the advertised price. See for example the model below based on an advertised price of an ILU for \$450,000. The standard DMF is 30% across 5 years.

<b>charges under a residence contract?</b> If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	Option		PRICE	DMF %	DMF \$	EE	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total	
	1	Increase ↑	40%	\$ 630,000	12.5%	\$ 78,750	\$ 551,250	2.5%	2.5%	2.5%	2.5%	2.5%	12.5%
	2		30%	\$ 585,000	16.0%	\$ 93,600	\$ 491,400	3.2%	3.2%	3.2%	3.2%	3.2%	16.0%
	3		20%	\$ 540,000	20.0%	\$ 108,000	\$ 432,000	4.0%	4.0%	4.0%	4.0%	4.0%	20.0%
	4		10%	\$ 495,000	25.0%	\$ 123,750	\$ 371,250	5.0%	5.0%	5.0%	5.0%	5.0%	25.0%
	5	Base	-	\$ 450,000	30.0%	\$ 135,000	\$ 315,000	10.0%	5.0%	5.0%	5.0%	5.0%	30.0%
	6	Discount ↓	-10%	\$ 405,000	37.5%	\$ 151,875	\$ 253,125	7.5%	7.5%	7.5%	7.5%	7.5%	37.5%
	7		-15%	\$ 382,500	41.0%	\$ 156,825	\$ 225,675	8.2%	8.2%	8.2%	8.2%	8.2%	41.0%
	8		-20%	\$ 360,000	46.0%	\$ 165,600	\$ 194,400	9.2%	9.2%	9.2%	9.2%	9.2%	46.0%
	9		-25%	\$ 337,500	51.0%	\$ 172,125	\$ 165,375	10.2%	10.2%	10.2%	10.2%	10.2%	51.0%

**9.3 What other entry costs do residents need to pay?**

Other costs:  
You are responsible for payment of your own legal costs and disbursements associated with your Residence Contract.

**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 Charge 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)
All units pay a flat rate	\$116.00	\$8.00

The GSF and the MRF budgets are divided by the number of units and all units pay a flat rate.

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

Financial year	General Services Charge (range) <i>(weekly)</i>	Overall % change from previous year	Maintenance Reserve Fund contribution (range) <i>(weekly)</i>	Overall % change from previous year <i>(+ or -)</i>
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

**10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)**

- Contents insurance
- Home insurance (freehold units only)
- Electricity
- Gas
- Water

- Telephone
- Internet
- Pay TV
- Other .....

**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?**

- Unit fixtures
- Unit fittings
- Unit appliances
- None

Additional information:

**Your general maintenance and repair obligations**

- (a) During the term of this Residence Contract you must, at your own cost, keep Your Residence clean, well maintained and in good order and repair.
- (b) Your obligations in this regard extend to any maintenance, replacement and repair that becomes necessary as a consequence of fair wear and tear of all furnishings, fixtures, fittings and appliances provided by us as part of Your Residence.

**Notifying us of damage or problems**

**You must immediately notify us of any:**

- (c) damage to Your Residence or the furnishings, fixtures, fittings and appliances provided as part of Your Residence; or
- (d) problems with the plumbing, electrical wiring, gas pipes or appliances provided as part of Your Residence.

	<p><b>Cost responsibility for repairs and replacement in particular circumstances</b></p> <p>You must reimburse to us any costs we incur (including, but not limited to, any insurance excess) for repairing or replacing any Village asset that:</p> <ul style="list-style-type: none"> <li>(e) you may deliberately damage or destroy; or</li> <li>(f) is damaged or destroyed as a result of your negligence or omission; or</li> <li>(g) is subjected to accelerated wear because of your actions.</li> </ul> <p>Payments you are responsible for under this clause must be made by you to us within twenty eight (28) days of any demand made by us providing you with the full details of the costs we have incurred and for which we are seeking reimbursement.</p> <p><b>Alterations, additions or modifications to Your Residence</b></p> <p>You must not do anything that might cause damage to Your Residence, or make any alterations, additions or modifications (including but not limited to painting, installing or changing appliances, antennae, satellite dishes, heating, air conditioning, awnings, security doors and grills and any other similar items) to the inside or outside of Your Residence without our written approval.</p>
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<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b></p> <p>If yes: provide details, including any charges for this service.</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><u>The village's on-site maintenance staff are available to provide assistance to residents as and where applicable (including assistance in engaging external contractors where necessary).</u></p> <p><u>A service charge may be applicable to residents for this general assistance and residents will be responsible for materials or services provided by third party providers.</u></p>
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**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).*

<p><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b></p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><input checked="" type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract.</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other: <u>N/A</u></p>
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Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: <u>Ingoing Contribution</u>
1 year	<u>10%</u>
2 years	<u>15%</u>
5 years	<u>30%</u>
10 years or more	<u>30%</u>

**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 30% of the ingoing contribution after 5 years of residence.

The minimum exit fee is 10% of the Ingoing Contribution divided by 365 (daily rate).

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

- Sale costs for the unit
- Legal costs: Any legal costs the Operator may incur in relation to the termination of your Residence Contract
- Other costs:
  - Any General Services Charges, Personal Services Charges, Maintenance Reserve Fund Contribution or other monies due and payable by you to the Operator under the Residence Contract at the exit entitlement date
  - The cost of any reinstatement works to the unit in accordance with the Residence Contract and the Act.
  - Such other costs (if any) that may be payable by the resident under the Resident Contract or the Act at the time of exit

**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*
- *renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.*

*Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.*

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.

<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
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**Part 13– Capital gain or losses**

<p><b>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?</b></p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
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**Part 14 – Exit entitlement**

*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.*

<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p>The exit entitlement for the unit is equal to the ingoing contribution paid by the resident, LESS:</p> <ul style="list-style-type: none"> <li>- the exit fee;</li> <li>- any outstanding personal services or general services charges;</li> <li>- any outstanding maintenance reserve fund contributions;</li> <li>- any reinstatement costs payable by the resident;</li> <li>- any costs of storage of the resident's contents; and</li> <li>- any other monies which are owing to the operator by the resident.</li> </ul>
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<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li>➤ no date is stated in the residence contract</li> </ul> </li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 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).</li> </ul> <p>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.</p>
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<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p><input checked="" type="checkbox"/> Retirement village has been operational for less than two year so average length of time to sell a unit cannot be provided.</p>
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**Part 15– Financial management of the village**

<p><b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b></p>	<p><b>General Services Charges Fund</b> for the last 3 years</p>			
	<p>Financial Year</p>	<p>Deficit / Surplus</p>	<p>Balance</p>	<p>Change from previous year</p>
	<p>2020-2021</p>	<p>1,735</p>	<p>(1,735)</p>	<p>-</p>
	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>
	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>
	<p>Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available</p>			<p>(1,735)</p>
	<p>Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available</p>			<p>24,767</p>
	<p>Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available</p> <p>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</p> <p>The operator pays a set amount as determined by a quantity surveyor’s report, to the Capital Replacement Fund each year. This fund is used for replacing the village’s capital items.</p>			<p>27,411</p> <p>As Below</p>
<p>OR</p> <p><input type="checkbox"/> the village is not yet operating.</p>				

**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.

<p><b>16.1 Is the resident responsible for arranging any insurance cover?</b></p> <p>If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies:  <u>The resident must insure the contents of the unit that are owned by the resident and keep them insured against loss, theft, damage or destruction.</u></p>
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**Part 17 – Living in the village**  
*Trial or settling in period in the village*

<p><b>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</b></p> <p>If yes: provide details including, length of period, relevant time frames and any costs or conditions</p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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**Pets**

<p><b>17.2 Are residents allowed to keep pets?</b></p> <p>If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><u>Residents must not keep any pets in the unit or the village without the operator's prior written consent, which the operator may give or refuse at its absolute discretion.</u></p> <p><u>If the operator gives its consent, then the resident must comply with any conditions on that consent and any pet policy in place to deal with pet ownership or control of pets in the village.</u></p>
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**Visitors**

<p><b>17.3 Are there restrictions on visitors staying with residents or visiting?</b></p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><u>Residents are free to invite family and friends to visit them at the Village at any time.</u></p> <p><u>Family and friends may stay with Residents in their Residence within the parameters of any conditions in that regard in the Residence Contract. Residents are responsible for ensuring that their Visitors and House Guests respect the rights of all other Residents and meet the expectations set out in the contract.</u></p>
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**Village by-laws and village rules**

<p><b>17.4 Does the village have village by-laws?</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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	<p><i>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.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
<p><b>17.5 Does the operator have other rules for the village.</b></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Rules are governed by the contract.</p> <p>If yes: Rules may be made available on request</p>
<p><b>Resident input</b></p>	
<p><b>17.6 Does the village have a residents committee established under the <i>Retirement Villages Act 1999</i>?</b></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><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.</i></p>
<p><b>Part 18 – Accreditation</b></p>	
<p><b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b></p>	<p><input type="checkbox"/> No, village is not accredited.</p> <p><input checked="" type="checkbox"/> Yes, village is voluntarily accredited through: Code of Conduct scheme with Property Council Australia and LASA.</p>
<p><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.</p>	
<p><b>Part 19 – Waiting list</b></p>	
<p><b>19.1 Does the village maintain a waiting list for entry?</b></p> <p>If yes,</p> <ul style="list-style-type: none"> <li>what is the fee to join the waiting list?</li> </ul>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes: what is the fee to join the waiting list?</p> <p><input checked="" type="checkbox"/> No fee</p>

## 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).**

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- 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
- 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 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
- 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)

*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 [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

## General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/seniorsliving](http://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](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://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](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://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](http://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](mailto: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](mailto:info@qls.com.au)

Website: [www.qls.com.au](http://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](mailto:enquiries@qcat.qld.gov.au)

Website: [www.qcat.qld.gov.au](http://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](http://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/](http://www.livablehousingaustralia.org.au/)

