### **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



### 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 <a href="https://reflections-on-the-bay.Ozcare.org.au/">https://reflections-on-the-bay.Ozcare.org.au/</a>
- 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 2023 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: Reflections on the Bay					
location	Street Address: 73 Richard Charles Drive					
	Suburb: Kawungan State: QLD Post Code: 4655					
1.2 Owner of the land	Name of land owner: <u>Ozcare</u>					
on which the retirement village	Australian Company Number (ACN): 072 422 925					
scheme is located	Address: PO Box 912					
	Suburb: Fortitude Valley State: QLD Post Code: 4006					
1.3 Village operator	Name of entity that operates the retirement village (scheme operator):					
	<u>Ozcare</u>					
	Australian Company Number (ACN): 072 422 925					
	Address: PO Box 912					
	Suburb: Fortitude Valley State: QLD Post Code: 4006					
	Date entity became operator: 12/11/2020					
1.4 Village	Name of village management entity and contact details:					
management and onsite availability	Ozcare					
Onsite availability	Australian Company Number (ACN): 072 422 925					
	Phone: (07) 3028 9000 Email: info@Ozcare.org.au					
	An onsite manager (or representative) is available to residents:					
	An onsite manager (or representative) is available to residents:					
	⊠ Part time					

☑ Other: A site manager from the adjoining residential aged care facility is available Onsite availability includes: Weekdays Tuesday, Wednesday, Friday 830am-5pm Weekends Not available 1.5 Approved closure Is there an approved transition plan for the village? plan or transition plan □ Yes 図 No for the 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. 1.6 Statutory Charge Tenure in a leasehold or freehold scheme is secured by the registration over retirement village of your interest on the certificate of title for the property. There is no land. 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. 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. 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 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. 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. 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.

Part 2 - Age limits

### 2.1 What age limits Prospective residents (or in the case of a couple residing in the same apply to residents in this village? unit, one member of the couple) must be aged at least 65 years on taking up residence in the Village. The Operator expressly reserves the right to decline any application for residence and to vary age limitation criteria at its discretion. ACCOMMODATION, FACILITIES AND SERVICES Part 3 - Accommodation units: Nature of ownership or tenure ☐ Freehold (owner resident) 3.1 Resident ownership or tenure of ☐ Lease (non-owner resident) the units in the village ∠ Licence (non-owner resident) is: ☐ Share in company title entity (non-owner resident) Unit in unit trust (non-owner resident) ☐ Rental (non-owner resident) Accommodation types 3.2 Number of units by Stage 1 and 2 accommodation type Stages 1 & 2 will comprise a total of <u>37</u> single level residential units. and tenure **Upon completion** 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 Freehold Leasehold Accommodation Licence Other [name] unit Independent living units 8 Studio 14 One bedroom Two bedroom 62 Three bedroom 16 32 Serviced units Total number of 132 units

Access and design						
3.3 What disability access and design features do the units	<ul> <li>☑ Level access from the street into and between all areas of the unit</li> <li>(i.e. no external or internal steps or stairs) in ☐ all ☑ some units</li> </ul>					
and the village contain?	☑ Alternatively, a ramp, elevator or lift allows entry in <u>□ all ⊠ some</u> units					
	☑ Step-free (hobless) shower in <u>図 all □ some</u> units					
	☑ Width of doorways allow for wheelchair access in <u>☒ all ☐ some</u> units					
	☑ Toilet is accessible in a wheelchair in <u>☑ all □ some</u> units					
	☑ Other key features in the units or village that cater for people with disability or assist residents to age in place:					
	Pool hoist					
	□ None					
Part 4 – Parking for resi	dents and visitors					
4.1 What car parking	☑ all units with own garage or carport attached or adjacent to the unit					
in the village is available for	☑ Other parking e.g. caravan or boat: Parking available on application					
residents?	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					
violioi e	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 de	evelopment					
5.1 Is construction or development of the	Year village construction started: 2020					
village complete?	☐ Fully developed / completed					
	☑ Partially developed / completed					
	Stage 1 – 15 Units complete					
	Community Hub building to be completed with Stage 4					
	Stage 2 - 22 Units Complete					
	Stage 4- 18 Units under construction					
	☑ Construction yet to commence					
	Stage 3, 5 and 6					

### 5.2 Construction, Provide detail of any construction, development or redevelopment development relating to the retirement village land, including details of any related applications and development approval or development applications in accordance with development the Planning Act 2016. approvals Provide details and timeframe of Approval has been given for 132 units to be constructed. development or proposed development, Stage 2 has been completed. This stage consisted of an additional 22 including the final units. Stage 4 has commenced and comprises of 18 Units, expected to number and types of be completed in the second half of 2024. units and any new facilities. 5.3 Redevelopment Is there an approved redevelopment plan for the village under the plan under the Retirement Villages Act? Retirement Villages ⊠ No Act 1999 ☐ Yes 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 Medical consultation room facilities are currently available to residents: ☐ Restaurant ☐ Auditorium □ Shop BBQ area outdoors Swimming pool − inside and outdoor, and heated ☐ Billiards room ⊠ Separate lounge in community ■ Bowling green [outdoor] centre ☐ Business centre (e.g. □ Spa [indoor / outdoor] computers, printers, internet [heated / not heated access) Storage area for boats / caravans □ Chapel / prayer room □ Tennis court [full/half] ☐ Communal laundries □ Community room or centre □ Dining room □ Gardens

•		- ⊠ Other - Coffee Shop – Stage 5 - Cinema – Stage 3  al Services Charge paid by residents or lities (e.g. with an aged care facility).			
IN/A					
6.2 Does the village have an onsite, attached, adjacent or co-located residential	⊠ Yes □ No				
	Name of residential aged care facility and name of the approved provider:				
aged care facility?	Approved Provider: Ozcare				
	Aged Care Facility: Hervey Bay Aged Care Facility				

**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)?

Services funded from the General Services Charge include:

- Management, administration, promotion and marketing of the Village;
- 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;
- Communal gardening and grounds maintenance (except where either is the responsibility of the residents);
- Other minor maintenance (except where it is the responsibility of the residents);
- External pest control;
- Common area lighting;
- Building and other insurances relating to the Village (excluding resident's contents insurance);
- General support as required.

7.2 Are optional personal services provided or made available to residents on a user-pays basis?	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 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 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.  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 <i>Aged Care Act</i> 1997 (Cwth)?	Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier)  Name: Ozcare  Registration numbers: NAPS Service ID CHSP-14892; HCP-18280
Home Support Program s an aged care assessmen services are not covered <b>Residents can choose t</b>	ay be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by t team (ACAT) under the Aged Care Act 1997 (Cwth). These home care by the Retirement Villages Act 1999 (Qld).  heir own approved Home Care Provider and are not obliged to use rovider, if one is offered.
Part 8 – Security and en	
<ul> <li>8.1 Does the village have a security system?</li> <li>If yes:</li> <li>the security system details are: the security system is monitored between:</li> </ul>	☐ 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.

8.2 Does the village have an emergency help system? If yes or optional: • the emergency help system details are: the emergency help system is monitored between:	☐ Yes - all residents ☐ Optional ☐ No  Ozcare has a preferred provider for Emergency Alarms – Tunstall.  All residents will be provided with details on entry. This is a fee for service arrangement organised by the resident.					e					
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?  If yes, list or provide details e.g. first aid kit, defibrillator		☑ Yes ☐ No First aid kit.									
COSTS AND FINANCIAL	MANA	AGEMENT									
Part 9 – Ingoing contrib	ution -	entry cos	sts to live	e in the v	village						
An ingoing contribution is to secure a right to reside the sale price or purchase recurring fees.			_	ongoing	charge	s suc	ch as	rent d	or oth	er	
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9.3 What ot	_	⊠ Other	costs:				
need to pay	You are responsible for payment of your own legal costs and disbursements associated with your Residence Contract.						
Part 10 – Oi	ngoing Costs	Costs - costs while living in the retirement village					
<b>General Services Charge:</b> Residents pay this charge for the general services supplied or mad 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.					istration,		
repairing (bu This fund ma	ıt not replacin	g) the village cover maint	ution: Residents e's capital items e taining or repairin	.g. comm	unal facilities,	swimming pool.	
financial yea	r and these a	mounts can	Charge and the lincrease each ye ined by the opera	ar. The a	mount to be he	eld in the	
		•	e all stated as wed ne billing period fo	•		•	
10.1 Curren		es of Genera	al Services Char	ge and M	aintenance R	eserve Fund	
Type of Un		General Services Charge (weekly)  Maintenance Reserve I contribution (weekly)			Reserve Fund		
All units pa	y a flat rate		\$132.06		, ,	11.54	_
	d the MRF b	udgets are	divided by the n	umber of	units and all	units pay a flat	
rate.							
Financial year	General Services General Services Charge (range) (weekly)		Charge and Mainte Overall % change from previous year	Maintenance Reserve Fund Reserve Fund contribution (rang		Overall % change from previous year (+ or -)	
2022/202 3	132	.06	7.40%	\$11.54		36.05%	
2021/202 2	\$122	2.96	6.00%	\$8.48		6.00%	
2020/202	\$116	3.00	-%	\$8.00		-%	
10.2 What c		⊠ Conten	ts insurance		☐ Water		

only)

 $\boxtimes$  Electricity

**General Services** 

costs separately)

**Charge? (residents** 

will need to pay these

☑ Pay TV

	☐ Gas	☐ Other			
10.3 What other ongoing or occasional	☑ Unit fixtures				
costs for repair, maintenance and	☑ Unit fittings				
replacement of items in, on or attached to the units are residents	☑ Unit appliances				
responsible for and	□ None				
pay for while residing in the unit?	Additional information:				
	Your general maintenance and rep	air obligations			
		ce Contract you must, at your own e clean, well maintained and in good			
	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:				
	damage to Your Residence or the furnishings, fixtures, fittings and appliances provided as part of Your Residence; or				
	problems with the plumbing, electrical wiring, gas pipes or appliances provided as part of Your Residence.				
	Cost responsibility for repairs and replacement in particular circumstances				
	You must reimburse to us any costs we incur (including, but not limited to any insurance excess) for repairing or replacing any Village ass that:				
	you may deliberately damage or destroy; or				
	is damaged or destroyed as a re or	esult of your negligence or omission;			
	is subjected to accelerated wear because of your actions.				
	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.				
	Alterations, additions or modifications to Your Residence				
	Residence, or make any alte (including but not limited to paint antennae, satellite dishes, heati	hat might cause damage to Your erations, additions or modifications ing, installing or changing appliances, ng, air conditioning, awnings, security similar items) to the inside or outside written approval.			

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 – where to be a service of the service of					
	y an exit fee to the operator when they leave their unit or when the right d. This is also referred to as a 'deferred management fee' (DMF).				
11.1 Do residents pay an exit fee when they permanently leave their unit?	<ul> <li>☐ Yes – all residents pay an exit fee calculated using the same formula</li> <li>☒ Yes – all new residents pay an exit fee but the way this is worked</li> </ul>				
If yes: list all exit fee options that may apply to new contracts	out may vary depending on each resident's residence contract.				
	Other: N/A				
Time period from date of occupation of unit to the date the resident ceases reside in the unit	Ingoing Contribution				
1 year	10% of your ingoing contribution				
2 years	15% of your ingoing contribution				
5 years	30% of your ingoing contribution				
10 years	30% of your ingoing contribution				
<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 30% of the ingoing contribution after 5 years of residence.					
The minimum exit fee is	<u>0</u> % of the Ingoing Contribution divided by 365 (daily rate).				
11.2 What other exit costs do residents	☐ Sale costs for the unit				
need to pay or contribute to?  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	⊠ Yes □ No
reinstatement of the unit when they leave the unit?	Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:
	<ul> <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?	☐ Yes ☒ No
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 ☒ No
Part 14 – Exit entitlemer	nt or buyback of freehold units
	amount the operator may be required to pay the former resident under a he right to reside is terminated and the former resident has left the unit.

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

The exit entitlement for the unit is equal to the ingoing contribution paid by the resident, LESS:

- the exit fee;
- any outstanding personal services or general services charges;
- any outstanding maintenance reserve fund contributions;
- any reinstatement costs payable by the resident;
- any costs of storage of the resident's contents; and

any other monies which are owing to the operator by the resident.

## 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
  - > no date is stated in the residence 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.

### Freehold units only

### 14.2 Operator buyback of freehold units

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
  - > no date is stated in the residence 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?

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

1 accommodation units were resold during the last financial year

Retirement village has been operational for less than three years so average length of time to sell a unit cannot be provided.

### 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 Year	Deficit/ Surplus	Balance		Change from previous year	
2021-2022	\$3,465	\$1,730		00.28%	
2020-2021	(\$1,735)	(\$1,735)	_		
-	-	-		-	
Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available \$1,730					
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available \$140,600					
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available \$183,000				\$183,000	
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund  As Below				As Below	
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  $\square$  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	⊠ Yes □ No
responsible for arranging any	If yes, the resident is responsible for these insurance policies:
insurance cover? If yes, the resident is responsible for these insurance policies:	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.
Part 17 – Living in the v	illage
Trial or settling in perio	d in the village
17.1 Does the village offer prospective residents a trial period or a settling in period in the village? If yes: provide details including, length of period, relevant time frames and any costs or conditions	☐ Yes ☒ No
Pets 17.2 Are residents	
allowed to keep pets?  If yes: specify any restrictions or conditions on pet ownership	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.  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.
Violenza	
Visitors 17.3 Are there	
restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	Residents are free to invite family and friends to visit them at the Village at any time.  Family and friends may stay with Residents via written approval and 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.
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 have other rules for the village.	☐ Yes ☒ No If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents committee established under the Retirement	☐ Yes ☒ No  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
Villages Act 1999?	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>
_	accreditation schemes are industry-based schemes. The <i>Retirement</i> ot establish an accreditation scheme or standards for retirement villages.
Part 19 – Waiting list	
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join the waiting list?</li> </ul>	<ul><li>✓ Yes ☐ No</li><li>If yes: what is the fee to join the waiting list?</li><li>✓ No fee</li></ul>
Access to documents	
and a prospective resident inspect or take a copy of the request by the date least seven days after the	
I ⊠ Certificate of regist	tration for the retirement village scheme

X	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
$\boxtimes$	Plans of any units or facilities under construction
$\boxtimes$	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
X	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
$\boxtimes$	Examples of contracts that residents may have to enter into
$\boxtimes$	Village dispute resolution process
	Village by-laws
$\boxtimes$	Village insurance policies and certificates of currency
	A current public information document (PID) continued in effect under section 237I of the
	Act (this applies to existing residence contracts)
An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website	

### **Further Information**

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

### **General Information**

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

### Regulatory Services, Department of Communities, Housing and Digital Economy

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

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.qld.gov.au

Website: www.chde.qld.gov.au/regulatoryservices

### 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: 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: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>

Website: caxton.org.au

### **Queensland Law Society**

Find a solicitor Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: <u>info@qls.com.au</u> Website: www.gls.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/