

Additional Information

The following additional information is including in the attached annexures:-

Document No 1 – Schedules to Public Information Document

- (a) Schedule 3.8 – Fixtures and Fittings
- (b) Schedule 3.10 – Exit Fee Calculations
- (c) Schedule 3.14 – Exit Entitlement Calculation
- (d) Schedule 3.17 – General Services Provided
- (e) Schedule 3.18 – General Services Charge
- (f) Schedule 3.19 – General Services Charge Calculation
- (g) Schedule 3.22 – Maintenance Reserve Fund Contribution
- (h) Schedule 3.23 – Other Fees
- (i) Schedule 5.1.2 – Capital Replacement Fund
- (j) Schedule 5.1.8 – Maintenance Reserve Fund
- (k) Schedule 5.1.9 – Maintenance Reserve Fund Calculation
- (l) Schedule 5.3 – Resale Process Information
- (m) Schedule 5.4 – Internal Dispute Resolution Process

Document No 2 – Site plan for Cooloola Waters Retirement Village

Document No 3 – Area Map of Cooloola Shire Region

Document No 4 – Floor Plan for Unit

Document No 5 – Availability of Services

Document No 6 – Ownership and Management Structure

Document No 7 – Operations Budget

Document No 8 – Documents for Leasehold Unit (if applicable)

Document No 9 – Documents for Freehold Unit (if applicable)

Document No 10 – By-Laws – Cooloola Waters Retirement Village

Document No 11 – Certificate of Registration as a Retirement Village Scheme

**COOLOOLA WATERS
RETIREMENT VILLAGE**

DOCUMENT NUMBER

1

**Schedule to Public
Information Document**

Schedule 3.8 – Fixtures and Fittings

3.8 The following fixtures, fittings and furnishings are indicative of the type of fixtures and fittings to be provided in your accommodation unit:

1. Interior - fully painted plasterboard
Exterior - brick veneer
Roof - Tiled or colourbond metal, sheeting
Fence - timber,
- fully encloses rear courtyard to all units
2. Kitchen - floor coverings as per individual unit specifications
- oven and hotplate
- single bowl stainless steel sink with 1 drainage board and tiled splash back
- cupboards and benches
- fluorescent lighting
3. Toilet/Bathroom /Laundry - floor tiled
- laundry tub
- vanity basin
- cupboards
- tiled shower and splash-backs
- mirror above vanity unit
4. Lounge/Dining Room - floor coverings as per individual unit specifications
5. Bedrooms - carpet on underlay
6. Front Verandah/Porch or Main Entry - entrance light with internal switch
- cement floor with path to walkway
7. Carport/Garage - roll-a-door at entrance
- fluorescent light
- cement floor
8. Others - insect screens if specified
- solar hot water system in newer units only
- T.V. aerial outlet

In accordance with the desire of management to continuously improve the design of the Units and to individualise the Units, the fixtures, finishes and fittings and unit plans specified above and on the preceding pages may vary somewhat from time to time.

In relation to new Units the Units will be constructed in accordance with the plans and specifications provided to the Resident at the time of purchase. In relation to existing Units the fixtures, fittings and furnishings will be as inspected prior to purchase.

Schedule 3.10 – Exit Fee Calculations

3.10 The exit fee for your accommodation unit is calculated as follows:

- (a) by multiplying the sale price by the percentage set out in Clause (b) hereof;
- (b) for the purposes of Clause (a) the percentage is:-
 - (i) 15% for up to one year of residence;
 - (ii) 25% for more than one year of residence but less than two years of residence;
 - (iii) 27.5% for more than two years of residence but less than three years of residence;
 - (iv) 30% for more than three years of residence.
- (c) the scheme operator may specify a percentage in the residence contract being not more than the percentage set out in the paragraph (b) hereof.

The sale price for the purposes of Clause 3.10(a) is to be as follows:-

1. if the unit is sold to a new ingoing resident – on the purchase price (excluding entry fee) paid by the ingoing resident or the original purchase price paid by the outgoing resident whichever is the greater amount;
2. if the unit is transferred to an ingoing resident by way of gift or exchange of property –on the market value of the unit at the time of the transfer or the original purchase price paid by the outgoing resident whichever is the greater amount;
3. if the unit is transmitted to an ingoing resident by will or operation of law – the market value at the time of transmission of title or the original purchase price paid by the outgoing resident whichever is the greater amount.

Schedule 3.14 – Exit Entitlement Calculation

3.14 The exit entitlement for your accommodation unit is calculated as follows:

Exit Entitlement = the Purchase Price paid by the new resident of the unit **less** the following deductions –

- (i) Exit fee as outlined in paragraph 3.10 unless the exit fee was paid in full by the Resident at the commencement of the Residence Agreement;
- (ii) An amount equal to the cost of reinstating the unit to good order and complete repair or in otherwise rectifying any breach or default by you in complying with the terms of the Residence Agreement;
- (iii) Any amount owing by the Resident or any other person under the provisions of the Residence Agreement including outstanding service fees, management fees and body corporate levies;
- (iv) The costs of obtaining a valuation of the unit (in circumstances where the Resident disputes the Scheme Operators assessment of the price and the valuers assessment is equal to or less than that ascertained by the Scheme Operator);
- (v) Any accrued general services charges;
- (vi) Any outstanding service charges and fund contributions;
- (vii) Any expenses relating to the resale of the unit including any real estate agent commission and advertising expenses;
- *(viii) All legal costs associated with the surrender of the Lease and/or Request to Record Death (leasehold only);
- *(ix) All legal costs associated with the release of mortgage and Withdrawal of Caveat (freehold only)

(where applicable, set out details about participation in Capital Gains/Losses)

Your exit entitlement may include a percentage of the amount of the Purchase Price paid by the new resident of the unit and to that extent you may participate in any Capital Gain resulting from the resale of your unit.

(Where applicable, set out details about participation in capital gains/losses.)

Schedule 3.17 - General Services Charge

3.17 General services provided with your accommodation unit include:

LEASEHOLD UNITS

- use of community facilities;
- rent of unit site;
- Maintenance Reserve Fund contribution including the following maintenance items:-
 - repair of common facilities;
 - repainting of the clubhouse when determined by the Manager;
 - repairs to pools and pool heater;
 - repairs to sewerage pumps and water mains;
 - repairs to electricity transformer and village and common facility distribution boxes;
 - repainting of verandahs, gutters, down pipes, eaves, surfeits and exterior of external doors of Leasehold units with full gloss and enamel paint to the exterior of external doors and full gloss acrylic paint to all other surfaces at time intervals determined by the Manager;
 - repair and maintenance of all boundary fences of Leasehold units;
 - repair and maintenance of front paths of Leasehold units to the front door of the unit and of paths in common areas;
- repairs and maintenance of common facilities including:-
 - plumbing from the stopcock in front of the unit to the mains;
 - electrical and phone line distribution from the distribution box to the main boards;
 - sewerage pumps and mains;
 - clubhouse, workshop, swimming pools and office shared adjacent to the workshop;
 - letterboxes on common property only;
 - common area driveways;
 - clubhouse television antenna and community television antenna;
- power, light, telephone, water sewerage, rates, charges and assessments levied on the village and common property but not for individual units;
- Federal and State Land Tax and any other tax or levy in respect of the Village (excluding any capital gains, income or gift tax but including Goods and Services Tax);
- equipment for the use of all residents in the community facilities only;
- management fees, administration costs, wages for administrator and/or care taker, wages for other employees and contractor payments incurred in the management and maintenance of the Village;
- secretarial, legal and accounting charges reasonably incurred in the administration of the Village;
- fire and all risks and plate glass insurance for Leasehold units and community facilities;
- public liability insurance for the Village;
- Workers Compensation Insurance and such other insurances as the Manager may determine;
- Cleaning of all community facilities including:-
 - collection, placing out and cleaning of communal garbage bins;
 - cleaning of toilets and showers in the clubhouse;
 - general cleaning of the clubhouse and workshop;
- repainting of all community facilities as and when determined by the Manager;
- mowing, watering and maintenance of the landscaping and gardens in the common areas including:-
 - all lawns;
 - all gardens in common areas;
 - gardens in the front of the Leasehold units where the resident elects not to care for the garden;
 - checking and if necessary annual cleaning of the gutters;
- miscellaneous expenses incurred in the running and maintenance of the village.

- Costs of any arbitration proceedings between the residents committee and the Manager;
- Annual pest control in the clubhouse;
- eradication of pests, vermin or termites in common facilities;
- any items of expenditure carried forward from a previous accounting period;
- provision for future outgoings and expenditure as determined by the Manager;
- structural repairs to gutters, down pipes, verandah posts and rails, verandah gates and lattice and repairs to roofing iron or tiles for the community facilities and Leasehold units;
- statutory insurance excess in the case of a claim relating to damage to a Leasehold unit provided that the claim was not caused or contributed to by the resident.

FREEHOLD UNITS

- use of community facilities;
- Maintenance Reserve Fund contribution including the following maintenance items:-
 - repair of common facilities;
 - repainting of the clubhouse when determined by the Manager;
 - repairs to pools and pool heater;
 - repairs to sewerage pumps and water mains;
 - repairs to electricity transformer and village and common facility distribution boxes;
- repairs and maintenance of common facilities including:-
 - plumbing from the stopcock in front of the unit to the mains;
 - electrical and phone line distribution from the distribution box to the main boards;
 - sewerage pumps and mains;
 - clubhouse, workshop, swimming pools and office shared adjacent to the workshop;
 - common area driveways;
 - clubhouse television antenna and community television antenna;
- power, light, telephone, water sewerage, rates, charges and assessments levied on the village and common property but not for individual units;
- Federal and State Land Tax and any other tax or levy in respect of the Village (excluding any capital gains, income or gift tax but including Goods and Services Tax);
- Equipment for the use of all residents in the community facilities;
- Management fees, administration costs, wages for administrator and/or care taker, wages for other employees and contractor payments incurred in the management and maintenance of the Village;
- secretarial, legal and accounting charges reasonably incurred in the administration of the Village;
- fire and all risks and plate glass insurance for community facilities;
- public liability insurance for the Village;
- Workers Compensation Insurance and such other insurances as the Manager may determine;
- Cleaning of all community facilities including:-
 - collection, placing out and cleaning of communal garbage bins;
 - cleaning of toilets and showers in the clubhouse;
 - general cleaning of the clubhouse and workshop;
- repainting of all community facilities as and when determined by the Manager;
- mowing, watering and maintenance of the landscaping and gardens in the common areas including:-
 - all lawns in common areas;
 - all gardens in common areas;
- miscellaneous expenses incurred in the running and maintenance of the village.

- costs of any arbitration proceedings between the residents committee and the Manager;
- annual pest control in the clubhouse;
- eradication of pests, vermin or termites in common facilities where infestation is found;
- any items of expenditure carried forward from a previous accounting period;
- provision for future outgoings and expenditure as determined by the Manager;
- structural repairs to gutters, down pipes, verandah posts and rails, verandah gates and lattice and repairs to roofing iron or tiles for the community facilities only;

General services charges **do not** include:-

LEASEHOLD UNITS

- plumbing from the stopcock in front of the unit into the unit;
- electrical and phone lines from the junction box into the unit;
- maintenance of toilets and plumbing inside the units;
- maintenance of the unit save for the items which are specifically referred to above as being included in the general services charge;
- replacement of television and aerials and hot water systems;
- any internal maintenance, repair or replacement inside a unit;
- internal fences;
- maintenance or repair of alterations or additions to individual units requested by the resident (past or present);
- maintenance of paving;
- maintenance of letter boxes not on the common property;
- cleaning of units or courtyards (the Manager will clean, free of charge, a courtyard once a year of any mould which has grown on the pavers or concrete);
- maintenance of garages and carports;
- care of pot plants and gardens in the rear courtyard and gardens in the front of the unit which the resident elects to care for;
- reinstatement costs prior to sale of the unit;
- costs of repairing or reinstating the unit where the resident's actions have led to an insurance claim being refused;
- termite damage to units where the resident has failed to carry out the recommendations of a licenced pest controller after the annual inspection of the unit such as placing timber adjacent to the unit, placing garden beds against the walls of the unit. If a resident wishes to have a garden bed adjacent to a wall of their unit removed and replaced with turf then management will carry out this work free of charge upon receipt of a written request. New garden beds adjacent to unit walls are prohibited;
- leaky showers and dripping taps;
- use of office equipment and consumables;
- newspapers and magazines;
- any other item not specifically referred to in the inclusions above

FREEHOLD UNITS

- maintenance and repair of the exterior and interior of the unit;
- insurance for the unit including building insurance and public liability insurance;
- pest control including inspections and treatment;
- damage to units caused by termites or pests;
- any insurance excess;
- any costs or repair or replacement of the unit not covered by the resident's insurance.

Schedule 3.18 – General Services Charge

- 3.18 General services charges ~~do~~ **do not** include charges for individual services such as charges for laundry, meals, cleaning accommodation units. (*Delete that which is not applicable.*)

Schedule 3.19 – General Services Charge Calculation

- 3.19 The General Services Charge for Common Facilities for the 2018/2019 financial year is \$231.46 per calendar month payable for both Freehold and Leasehold Units.

For Leasehold Units there is a General Services Charge – Leasehold Facilities only. The General Services Charge for Leasehold Facilities only for the 2018/2019 financial year is \$310.10 per calendar month.

Single occupants of all units receive a \$10.00 discount off the Common Facilities General Services Charge whilst single occupants of Leasehold Units only also receive a \$5.00 discount off the Leasehold General Services Charge.

All General Services Charges are to be paid monthly in advance by 1st of the month by Direct Debit unless otherwise agreed in writing by the manager.

Any General Services Charge not paid on or before the due date shall incur an interest charge of 2% of the amount outstanding for each month or part thereof that the payment remains outstanding. The interest charge may be waived at the discretion of the manager.

The General Services Charge for common retirement villages facilities is paid into the general account. The general services charge for Leasehold facilities only is paid into the working account.

The General Services Charge for Common Facilities increases by the Consumer Price Index on 1st July each year.

The General Services Charge - Leasehold facilities only increases by the Consumer Price Index on 1st July each year.

Schedule 3.22 – Maintenance Reserve Fund Contribution

3.22 The Maintenance Reserve Fund contribution for Common Facilities which is part of the general services charge is set out below for each respective financial year.

2018/2019 financial year	contribution \$20.93 per month including GST
2019/2020 financial year	contribution \$21.77 per month including GST
2020/2021 financial year	contribution \$22.64 per month including GST
2021/2022 financial year	contribution \$23.55 per month including GST
2022/2023 financial year	contribution \$24.49 per month including GST
2023/2024 financial year	contribution \$25.47 per month including GST
2024/2025 financial year	contribution \$26.49 per month including GST
2025/2026 financial year	contribution \$27.54 per month including GST
2026/2027 financial year	contribution \$28.65 per month including GST
2027/2028 financial year	contribution \$29.79 per month including GST

The Maintenance Reserve Fund contribution for Leasehold facilities only which is part of the general services charge for Leasehold facilities is as set out below:-

2018/2019 financial year	contribution \$66.03 per month including GST
2019/2020 financial year	contribution \$68.68 per month including GST
2020/2021 financial year	contribution \$71.42 per month including GST
2021/2022 financial year	contribution \$74.28 per month including GST
2022/2023 financial year	contribution \$77.25 per month including GST
2023/2024 financial year	contribution \$80.34 per month including GST
2024/2025 financial year	contribution \$83.55 per month including GST
2025/2026 financial year	contribution \$86.90 per month including GST
2026/2027 financial year	contribution \$90.37 per month including GST
2028/2029 financial year	contribution \$93.99 per month including GST

Schedule 3.23 – Other Fees

3.23 Other fees are:

- Special Services Charge;
- Legal Costs;
- Entry Fee
- Body Corporate Levies (freehold units only)

and are calculated as follows:
(set out method of calculation)

- **Special Service Charge** - You may be required to pay a special services charge in the circumstances specified in Section 108 of the Retirement Villages Act 1999.
- **Legal Costs** - are payable by you to the Solicitors for the Scheme Operator on the date you settle the Residence Agreement being the costs involved in granting the Residence Contract to you including the Lease in the case of a leasehold unit and mortgage documentation and caveat in the case of a freehold unit.
- **Entry Fee** – An amount equal to 2 1/2% of the Purchase Price is payable by you in addition to the Purchase Price. The Ingoing Contribution payable by you is comprised of the Purchase Price and the Entry Fee.
- **Body Corporate Levies** – Owners of freehold units must also pay an Administrative Fund levy and Sinking Fund contribution to the Body Corporate. Full particulars of these charges can be obtained from the Body Corporate Manager. The Administrative Fund levy includes payment of building insurance for all freehold units.
- **Annual Termite Inspections** – All residents must at their own cost and expense obtain an annual termite inspection and report to provide a copy of the report to the Retirement Village Manager.

Schedule 5.1.2 – Capital Replacement Fund – Common Facilities (all units)

5.1.2 The amount required to be held in the capital replacement fund is determined by the operator using a quantity surveyors report. The following information is based on the most recent quantity surveyors report:-

Name of quantity surveyor – Leary & Partners Pty Ltd

Date of Report – 29 March 2018

Funds projection over ten years from (Date) 1 July 2018

	1	2	3	4	5	6	7	8	9	10
Opening Balance	66,899	71,154	69,819	40,821	20,926	24,098	23,817	16,377	24,217	19,478
Contributions	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Expenses	-5745	-11335	-38998	-29895	-6828	-10281	-17440	-2160	-14739	-11791
Closing Balance	71,154	69,819	40,821	20,926	24,098	23,817	16,377	24,217	19,478	17,687

Other details of the quantity surveyors report:-

You may obtain a copy of the Quantity Surveyors Report upon request at the Retirement Village Manager's Office.

All units (Freehold and Leasehold) contribute to the Capital Replacement Fund for Common Facilities.

Schedule 5.1.2 – Capital Replacement Fund – Leasehold Facilities Only

5.1.2 The amount required to be held in the capital replacement fund is determined by the operator using a quantity surveyors report. The following information is based on the most recent quantity surveyors report:-

Name of quantity surveyor – Leary & Partners Pty Ltd

Date of Report – 23 March 2018

Funds projection over ten years from (Date) 1 July 2018

	1	2	3	4	5	6	7	8	9	10
Opening Balance	69,326	69,236	69,171	55,402	60,125	67,428	61,854	70,405	67,693	58,173
Contributions	10,892	10,892	10,892	10,892	10,892	10,892	10,892	10,892	10,892	10,892
Expenses	-10982	-10957	-24661	-6169	-3589	-16466	-2341	-13604	-20412	-2634
Closing Balance	69,236	69,171	55,402	60,125	67,428	61,854	70,405	67,693	58,173	66,431

Other details of the quantity surveyors report:-

You may obtain a copy of the Quantity Surveyors Report upon request at the Retirement Village Manager's Office.

Residents in Leasehold units contribute to the Capital Replacement Fund for Leasehold Facilities only in addition to the Capital Replacement Fund for Common Facilities.

Schedule 5.1.8 – Maintenance Reserve Fund – Common Facilities (all units)

5.1.8 The amount required to be held in the maintenance reserve fund is determined by the operator using a quantity surveyor's report. The following information is based on the most recent quantity surveyor's report:-

Name of quantity surveyor – Leary & Partners Pty Ltd

Date of report – 23 March 2018

Funds projection over ten years from (Date) 1 July 2018

	1 2018/19	2 2019/20	3 2020/21	4 2021/22	5 2022/23	6 2023/24	7 2024/25	8 2025/26	9 2026/27	10 2027/28
Opening Balance	34,889	41,329	26,972	32,870	30,053	37,398	34,190	40,870	32,233	39,661
Contributions	11,303	11,755	12,226	12,715	13,223	13,752	14,302	14,874	15,469	16,088
Expenses	-5,531	-26,712	-6,854	-16,085	-6,470	-17,588	-8,280	-24,152	-8,672	-16,238
Interest	668	600	526	553	592	628	658	641	631	700
Closing Balance	41,329	26,972	32,870	30,053	37,398	34,190	40,870	32,233	39,661	40,211

** - The Closing Balance Includes Interest Earned on the Fund Balance and allowance for tax payable.

Other details of the quantity surveyor's report:-

The closing balance includes interest earned on the fund balance and tax payable on those earnings. You may obtain a copy of the Quantity Surveyor's Report upon request at the Retirement Village Manager's Office.

All units (Freehold and Leasehold) contribute to the Maintenance Reserve Fund for Common Facilities.

Schedule 5.1.8 – Maintenance Reserve Fund – Leasehold Facilities Only

5.1.8 The amount required to be held in the maintenance reserve fund is determined by the operator using a quantity surveyor's report. The following information is based on the most recent quantity surveyor's report:-

Name of quantity surveyor – Leary & Partners Pty Ltd

Date of report – 23 March 2018

Funds projection over eight years from (Date) 1 July 2018

	1 2018/19	2 2019/20	3 2020/21	4 2021/22	5 2022/23	6 2023/24	7 2024/25	8 2025/26	9 2026/27	10 2027/28
Opening Balance	97,198	109,851	123,160	137,155	94,511	89,518	101,882	67,955	83,535	69,626
Contributions	22,980	23,899	24,855	25,849	26,883	27,958	29,077	30,240	31,449	32,707
Expenses	-12,189	-12,677	-13,184	-70,568	-33,538	-17,320	-64,543	-16,040	-46,752	-17,349
Interest	1,862	2,087	2,324	2,075	1,662	1,726	1,539	1,380	1,394	1,419
Closing Balance	109,851	123,160	137,155	94,511	89,518	101,882	67,955	83,535	69,626	86,403

** - The Closing Balance Includes Interest Earned on the Fund Balance and allowance for tax payable.

Other details of the quantity surveyor's report:-

The closing balance includes interest earned on the fund balance and tax payable on those earnings. You may obtain a copy of the Quantity Surveyor's Report upon request at the Retirement Village Manager's Office.

Residents in Leasehold units contribute to the Maintenance Reserve Fund for Leasehold facilities only in addition to the Maintenance Reserve Fund for Common Facilities.

Schedule 5.1.9 – Maintenance Reserve Fund Calculation Common Facilities (all units)

5.1.9 Residents' contributions are calculated by reference to the quantity surveyor's report. The method of calculation and the annual amount payable by each resident is:

The contribution will vary over time according to changes in maintenance costs and projected requirements of the maintenance reserve fund.

Each unit will share equally in the projected costs and the monthly amount shall be rounded up to the nearest whole dollar.

The estimated contribution per unit (monthly) based on the quantity surveyor's projected requirements are as follows:-

2018/2019 financial year	contribution \$20.93 per month including GST
2019/2020 financial year	contribution \$21.77 per month including GST
2020/2021 financial year	contribution \$22.64 per month including GST
2021/2022 financial year	contribution \$23.55 per month including GST
2022/2023 financial year	contribution \$24.49 per month including GST
2023/2024 financial year	contribution \$25.47 per month including GST
2024/2025 financial year	contribution \$26.49 per month including GST
2025/2026 financial year	contribution \$27.54 per month including GST
2026/2027 financial year	contribution \$28.65 per month including GST
2027/2028 financial year	contribution \$29.79 per month including GST

The Scheme Operator will make the contributions to the maintenance reserve fund on account of any unit that is not leased or sold.

(Set out annual amount payable. If amount is different for each accommodation unit, set out the annual amount for each type of accommodation unit. If the amount varies with time, give examples of variation and how this is calculated.)

All units (Freehold and Leasehold) contribute to the Maintenance Reserve Fund Common Facilities.

Schedule 5.1.9 – Maintenance Reserve Fund Calculation Leasehold Facilities only

5.1.9 Residents' contributions are calculated by reference to the quantity surveyor's report. The method of calculation and the annual amount payable by each resident is:

The contribution will vary over time according to changes in maintenance costs and projected requirements of the maintenance reserve fund.

Each unit will share equally in the projected costs and the monthly amount shall be rounded up to the nearest whole dollar.

The estimated contribution per unit (monthly) based on the quantity surveyor's projected requirements are as follows:-

2018/2019 financial year	contribution \$66.03 per month including GST
2019/2020 financial year	contribution \$68.68 per month including GST
2020/2021 financial year	contribution \$71.42 per month including GST
2021/2022 financial year	contribution \$74.28 per month including GST
2022/2023 financial year	contribution \$77.25 per month including GST
2023/2024 financial year	contribution \$80.34 per month including GST
2024/2025 financial year	contribution \$83.55 per month including GST
2025/2026 financial year	contribution \$86.90 per month including GST
2026/2027 financial year	contribution \$90.37 per month including GST
2028/2029 financial year	contribution \$93.99 per month including GST

The Scheme Operator will make the contributions to the maintenance reserve fund on account of any unit that is not leased or sold.

(Set out annual amount payable. If amount is different for each accommodation unit, set out the annual amount for each type of accommodation unit. If the amount varies with time, give examples of variation and how this is calculated.)

Residents in Leasehold units contribute to the Maintenance Reserve Fund Leasehold Facilities only in addition to the Maintenance Reserve Fund Common Facilities.

Schedule 5.3 – Resale Process Information

Additional Resale Process Information

5.3.1 When a resident's right to reside under a residence contract is legally terminated the resident and the scheme operator must agree in writing within 30 days of the termination on its resale value. If they cannot agree on a resale value, the scheme operator must obtain a valuation from a valuer within a further 14 days.

Reinstatement Work

5.3.2 When the right to reside is being sold, certain reinstatement work may have to be undertaken. Reinstatement work is the work that is necessary to reinstate the accommodation unit as close as practicable to the condition it was in when the resident started living there. The following reinstatement work must be carried out:-

- (a) All carpets must be replaced if they are:-
 - (i) more than five (5) years old;
 - (ii) if dogs or cats have been habitually allowed inside the unit;
 - (iii) if the general condition of the carpet is not satisfactory in the opinion of the Manager;
 - (iv) if there are cigarette burns or obvious stains on the carpet.
- (b) Vinyl floor coverings must be replaced if they have obvious stains or if the vinyl is damaged or in an unsatisfactory condition in the opinion of the Manager.
- (c) Tiles which are obviously damaged must be replaced with matching tiles or the tiled area must be re-tiled if matching tiles can not be found. Grouting must be in good condition. If the grouting is not in good condition then the tiles must be re-grouted.
- (d) The unit must be repainted:-
 - (i) if the paint work is more than ten (10) years old;
 - (ii) if there has been smoking inside the unit;
 - (iii) if in the opinion of the Manager the paint work is damaged or in an unsatisfactory condition.
- (e) Holes from picture hooks must be filled and touched up by a qualified painter. Any damage to the walls or plasterboard must be repaired and the wall repainted by a qualified painter.
- (f) All units must be professionally cleaned after being vacated including walls, ceilings, fans, toilets and showers, cupboards, eaves, courtyard and verandahs.
- (g) A certified pest controller must do a termite inspection at the resident's expense if there is no certification that it has been done in the last twelve (12) months.
- (h) All fixtures, fittings, door handles and locks, air conditioners, electrical appliances, taps and plumbing, external fittings and fixtures such as awnings, fences and pergolas must be in good working order and in good condition in the opinion of the Manager. If the items are not in good order and condition in the opinion of the Manager the items must be repaired by a certified tradesman. All door and window insect and security screens must be in good condition in the opinion of the Manager. If there are holes in the mesh screen then the mesh must be replaced.
- (i) All leaking taps, sinks, basins, toilets, hot water systems, showers and baths must be repaired by a certified tradesman.
- (j) All curtains and blinds if included in the sale must be in good order and condition.
- (k) All electrical fixtures must be in good working order.

If the scheme operator and resident cannot agree on the reinstatement work, an itemized quote from a tradesperson shall be obtained taking into account the above matters and the items included in the quotation from the tradesman shall be deemed to be the items requiring reinstatement. The tradesperson shall be appointed by the Manager.

- 5.3.3 When assessing what work must be done, the age of the accommodation unit and retirement village must be considered as well as the general condition of the accommodation unit.
- 5.3.4 The cost of reinstatement must be paid by the resident.
- 5.3.5 If the work is not completed on or before the date for settlement of the re-sale of the right to reside then the resident irrevocably authorises the Scheme Operator to carry out such reinstatement work and the Scheme Operator is authorised to deduct the reimbursement costs from the sale proceeds of the unit at settlement.

Sale and Information – Leasehold Units

- 5.3.6 If a right to reside in any accommodation unit is not sold within six months, the resident may engage a real estate agent to sell the right to reside. In such cases, the resident must pay the costs of the real estate agent.
- 5.3.7 At the request of the resident, the scheme operator must provide monthly information about sales inquiries, steps taken to promote the sale and details of all other accommodation units for sale in the retirement village.
- 5.3.8 The costs of the sale are to be paid by the scheme operator and the resident. The costs are to be paid in proportion to the share each person has in the sale proceeds for the right to reside.
- 5.3.9 If a scheme operator accepts an offer that is less than the agreed value, the exit entitlement is based on the agreed resale value.
- 5.3.10 If a resident accepts an offer that is less than the agreed value, the resident's exit entitlement is calculated on the amount of the offer.
- 5.3.11 A scheme operator may refuse to accept an offer if the scheme operator believes that the accommodation unit is not suitable for the prospective resident.

Sale and Information – Freehold

- 5.3.12 The resident will not sell or otherwise transfer the Residence Unit to a person who is not an eligible resident approved of by Cooloola Waters Management Pty. Ltd.
- 5.3.13 The resident will sell the Residence Unit pursuant to a Contract of Sale in the form approved by Cooloola Waters Management Pty. Ltd. and only after the approved purchaser has been provided with a copy of the Public Information Document approved by the Registrar of Retirement Villages.
- 5.3.14 A Contract referred to in paragraph 5.3.13 will be prepared by or on behalf of Cooloola Waters Management Pty. Ltd. and will comply with the Body Corporate Act and the Body Corporate Regulation Module and all other law concerning the transfer of sale of the interest in the unit.
- 5.3.15 The resident will give Cooloola Waters Management Pty. Ltd. written notice of his intention to sell the unit and will obtain consent from Cooloola Waters Management Pty. Ltd. to sell the unit (which consent will not be unreasonably withheld).
- 5.3.16 The resident will appoint Cooloola Waters Management Pty. Ltd. as its sole agent for the sale of the unit for a period of six months from the date of termination of the Residents Contract or the date of the resident giving notice of intention to sell whichever is the earlier.
- 5.3.17 If the unit is not sold within six months then the resident may engage a Real Estate Agent to sell the unit. In such case the resident must pay all costs of the Real Estate Agent.

- 5.3.18 At the request of the resident the Scheme Operator must provide monthly information about sales enquiries, steps taken to promote the sale and details of all other accommodation units for sale in the Retirement Village.
- 5.3.19 The costs of the sale are to be paid by the Scheme Operator and the resident. The costs are to be paid in proportion to the share each person has in the sale proceeds of the unit.
- 5.3.20 If the Scheme Operator accepts an offer that is less than the agreed value the exit entitlement is based on the agreed resale value.
- 5.3.21 If the resident accepts an offer that is less than the agreed value the resident's exit entitlement is calculated on the amount of the offer.
- 5.3.22 The Scheme Operator may refuse to accept an offer if the Scheme Operator believes that the accommodation unit is not suitable for the prospective resident.
- 5.3.23 For freehold units liability to pay Body Corporate levies, charges and assessments continues until the unit is sold.

Exit Entitlement

- 5.3.24 The Scheme Operator may be required to pay residents an exit entitlement. The Scheme Operator must pay the exit entitlement either to the resident or to the resident's estate within 28 days after the right to reside is sold or as otherwise provided by the *Retirement Villages Act 1999*. A statement of how the exit entitlement is worked out must be given to the resident at the time it is paid. Examples are given at Part 3.

Continuing Liability for Contributions

- 5.3.25 If the resident leaves the village or if the resident dies, the resident or the resident's estate will be liable for the following charges for the periods specified unless otherwise provided by the *Retirement Villages Act 1999*:
- General Services Charges (including maintenance reserve fund contribution) until the accommodation unit is sold or 90 days after the resident vacates the accommodation unit whichever is the sooner. Thereafter, the resident and scheme operator share the amount in the same proportion they share the sale proceeds until the right to reside is sold or a period of nine months has elapsed since the resident vacated the accommodation unit whichever is earlier. The Resident is longer liable to contribute to the General Services Charge after a period of nine months has elapsed since the Resident vacated the Accommodation Unit.
- 5.3.26 In the case of existing residence contracts, the liability for these charges may continue until the right to reside is sold.
- 5.3.27 The scheme operator for this village has a controlling right to sell the right to reside.

Schedule 5.4 – Internal Dispute Resolution Process

5.4.1 The internal dispute resolution process within this village is:

Dispute or Complaint Between a Resident or Residents in Relation to Management, Staff, Sales Representatives or the Board

5.4.2 This Dispute Resolution process relates to:-

- (a) A personal complaint against the management staff but not other staff;
- (b) A complaint against the sales representative;
- (c) A personal complaint against the board.

5.4.3 The complainant must post to the board a written complaint stating the matters in dispute. The complaint should be no more than 100 words.

5.4.4 The board shall consider the complaint and shall reply to the complainant in writing within seven (7) days of receiving the complaint.

5.4.5 If the resident is not satisfied with the response from the board then the resident may forward a letter in response to the board outlining the matters with which the resident is dissatisfied (maximum 100 words).

5.4.6 The board will further consider and investigate the response and will discuss the matter directly with the complainant. A final written response will be forwarded by the board to the resident within seven (7) days of receiving the response from the resident.

5.4.7 If the resident is not satisfied with the final response from the board then the resident may apply to the Chief Executive for the appointment of a mediator and/or make application to the tribunal in terms of the Act.

Dispute or Complaints Affecting Three or More Residents

5.4.8 This Dispute Resolution process relates to:-

- (a) Maintenance and management of the common areas of the village;
- (b) General complaint regarding Retirement Village operations affecting three or more village residents;
- (c) Complaint regarding an activity or function carried out at the village;
- (d) A complaint concerning guests or family of other residents affecting three or more residents.

5.4.9 The residents concerned must first forward a written complaint (maximum 100 words) to the residents committee for consideration by the residents committee and if considered appropriate by the residents committee for referral to a general meeting.

5.4.10 The residents committee shall forward a copy of the complaint to the manager with the recommendation of the residents committee or resolution of the general meeting as appropriate.

5.4.11 Within seven (7) days of receiving the complaint and resolution from the residents committee the manager shall contact the residents committee to arrange a meeting to discuss the complaint and to discuss a suggested course of action to resolve the complaint.

5.4.12 If the manager and the residents committee are not able to resolve the issue by agreement then the complaint shall be referred to the board and the procedures set out in Paragraphs 5.4.3 to 5.4.7 hereof shall apply.

General Complaints or Disputers, Complaints Involving Less Than Three Residents and Complaints Between Residents

5.4.13 This Dispute Resolution process relates to:-

- (a) Maintenance and management of the complainants unit or affecting the complainant only;
- (b) A personal complaints against the village staff but not management staff;
- (c) A personal complaint against another village resident;
- (d) A personal complaint between one group of village residents and another group of village residents;
- (e) A complaint concerning guests or family or other residents affecting less than three residents;
- (f) Any other type of complaint or dispute.

5.4.14 The complainant shall provide a written notice (maximum 100 words) of the complaint or dispute to the HR Manager and the administrator.

5.4.15 The HR Manager and administrator will investigate the complaint and within seven (7) days of receiving the complaint will contact the complainant to arrange a meeting between the complainant and the HR Manager if the complaint is of a personal nature, the administrator if the complaint is of an administrative nature or both the HR Manager and the administrator if the complaint or dispute affects both areas.

5.4.16 The HR Manager or administrator shall discuss the complaint with all affected parties individually at first and finally at a meeting to which all affected parties will be invited by the HR Manager or administrator.

5.4.17 If the complaint is resolved at the meeting then particulars of the agreed resolution will be documented and a copy of the document will be signed by all parties involved in the Dispute Resolution process and a copy of the signed document given to all parties so involved.

5.4.18 If the complaint or dispute can not be resolved then the HR Manager will refer to the complaint or dispute to the board and the provisions of the Paragraphs 5.4.3 to 5.4.7 will apply in relation to the resolution of the dispute.

Mediation Services

5.4.19 Where a dispute or complaint is referred to mediation then the costs of the mediator shall be paid as follows:-

- (a) If the dispute is between residents the costs of the mediator shall be shared equally between the residents so involved;
- (b) If the dispute is between the scheme operator, the manager, its staff and a resident or group of residents the costs of the mediator shall be paid as to 50% by Cooloola Waters Management Pty Ltd and the balance equally by the other parties to the dispute.

5.4.20 Before a mediator is engaged all parties to the dispute must agree as to the mediator and agree to payment arrangements for the mediator.

