### **Retirement Villages**

### Form 3



ABN: 86 504 771 740

### **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 05 March 2022



Name of village: Cooloola Waters Retirement Village

### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village
  accommodation, facilities and services, including the general costs of moving into, living in and
  leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at www.cooloolawatersretirementvillage.com.au/comparison
- 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 05/03/2022 and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

Part 1 – Operator and m	Part 1 – Operator and management details			
1.1 Retirement village location	Retirement Village Name: Cooloola Waters Retirement Village Street Address: 34 Toolara Road Suburb: Tin Can Bay State: Queensland Post Code: 4580			
1.2 Owner of the land on which the retirement village scheme is located	Name of landowner: Cooloola Waters Holdings Pty Ltd  Australian Company Number (ACN) 656 040 612  Address: 50 Lake St  Suburb: Yeronga State: Queensland Post Code: 4104			
1.3 Village operator	Name of entity that operates the retirement village (scheme operator)  Cooloola Waters Holdings Pty Ltd  Australian Company Number (ACN): 656 040 612  Address: 50 Lake St  Suburb: Yeronga State: Queensland Post Code: 4104  Date entity became operator: 05/03/2022			

1.4 Village	Name of village management entity and contact details		
management and onsite availability	Cooloola Waters Retirement Village Pty Ltd		
	Australian Company Number (ACN): 656 559 894		
	Phone: 0418-400-449 Email: nicole@cooloolawaters.com.au		
	An onsite manager (or representative) is available to residents:		
	⊠ Full time		
	□ Part time		
	☐ By appointment only		
	☐ None available		
	□ Other		
	Onsite availability includes:		
	Weekdays: Monday – Friday 8-4pm		
	Weekends: Saturday: By Appointment Sunday: By Appointment		
1.5 Approved closure plan or transition plan	Is there an approved transition plan for the village?  ⊠ Yes □ No		
for the retirement village	Short description for the transition plan		
Village	The current scheme operator is currently preparing handover. All details will be completed by settlement date or just after settlement.		
	Declaration date for the transition plan: 8/2/22		
	A written transition plan approved by the Department of Communities, Housing and Digital Economy 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		
1.6 Statutory Charge over retirement village land.	Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.		
	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. 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? $\Box$ Yes $\boxtimes$ No		

Part 2 – Age limits				
2.1 What age limits apply to residents in this village?	If one resident, then the resident is to be at least 55 years old.  If two residents at least one of the residents must be 55 years old or older.			
ACCOMMODATION, FAC	CILITIES AND SEI	RVICES		
Part 3 – Accommodation	n units: Nature of	ownership or	tenure	
3.1 Resident ownership or tenure of	Freehold (owner resident)			
the units in the village	Lease (non-owner resident)			
is:	`	owner resident	) (non-owner resident)	
		ıst (non-owner ı	,	
	⊠ Rental (non-o	`	,	
	Other [specify	<u>/</u> ]		
Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 44 uni	ts in the village	, comprising single sto	ory units;
Accommodation unit	Freehold	Leasehold	Licence	Other [name]
Independent living units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Serviced units				
- Studio				
- One bedroom		4		
- Two bedroom	15	22		
- Three bedroom		3		
Other [specify]				
Total number of units	15	29		
Access and design				
3.3 What disability				reas of the unit
access and design features do the units	(i.e. no external o	or internal steps	or stairs) in $\boxtimes$ all $\square$ s	some units

### and the village $\boxtimes$ Alternatively, a ramp, elevator or lift allows entry into $\square$ all $\boxtimes$ some contain? units $\boxtimes$ Step-free (hobless) shower in $\square$ all $\boxtimes$ some units $\boxtimes$ Width of doorways allow for wheelchair access in $\square$ all $\boxtimes$ some units $\boxtimes$ Toilet is accessible in a wheelchair in $\square$ all $\boxtimes$ some units □ Other key features in the units or village that cater for people with disability or assist residents to age in place Handrails in some units and can be installed if required in any unit. The Scheme Operator has our own Nursing staff available for services if required. • Some units have specified key features and will be discussed on inspection. • The Scheme Operator will consider the alteration of a unit at the

### ☐ None

### Part 4 - Parking for residents and visitors

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

 $\ \ \, \boxtimes$  Some units with own garage or carport attached or adjacent to the unit

cost to the resident to suite specific needs of the resident.
The Scheme Operator can organise the work to be done for the resident with onsite maintenance team or contractors. To be

- ⊠ General car parking for visitors in the village

paid for by the resident.

- There are currently 6 caravan or boat parking bays.
- All aspects of allocation of and regulation of use of the bays is at the discretion of the Scheme Operator.
- The Scheme Operator currently adopts a waiting list style arrangement to manage the use of these bays.
- Once a right to use is granted to a Resident, there is an expectation that the bay will be used for keeping of a caravan or boat that is in active, use by the Resident personally.
- The grant to use is reviewed on a 6 monthly basis.
- The Scheme Operator reserves the right to withdraw and reallocate the right to use the bay at any time.
- A fee will be charged for the allocated spot.

	Restrictions on resident car parking include:
	<ul> <li>Vehicles must not be parked in driveways except for the purpose of loading and unloading.</li> </ul>
	<ul> <li>If a moving truck or long delivery truck is required, please inform the office so we can advise the other residents.</li> </ul>
4.2 Is parking in the village available for	⊠ Yes □ No
visitors? If yes, parking restrictions include	Visitors may use the designated visitor car parking provided in driveways 1,2 and 3 for temporary parking while visiting residents. First come first served basis.
	Caravans, boats and trailers are not to be used to park in the visitors designated parking bays.
	The Manager's Permission is required for any parking requirement that extend beyond 2 days in duration.
	Tradesmen may use the designated visitor car parking while doing work at the Village, but vehicles must not be left overnight.
Part 5 – Planning and de	evelopment
5.1 Is construction or development of the	Year village construction started: 1990
village complete?	☐ Fully developed / completed
	☐ Partially developed / completed
	☐ Construction yet to commence
5.2 Construction, development applications and development approvals	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i>
Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	39 x New <i>Villa Style</i> units have been approved by Council and will commence building in June 2022. These Units will be developed in 4 stages. (Balance of) Stage 2b: 1 x Unit due to complete in September 2022, Stage 2c: 8 x Units due to complete December 2022 Stage 3a: 10 x Units due March 2023, 3b 10 x Units due July 2023, and finally, Stage 3c, 10 x Units due to complete by September 2022.
5.3 Redevelopment plan under the Retirement Villages	Is there an approved redevelopment plan for the village under the Retirement Villages Act?
Act 1999	⊠ Yes □ No
	Short description of the redevelopment plan: The new Scheme Operator is looking at extending the club house, new villa's and parking for the club house. Approved by council.
	Declaration date for the redevelopment plan: 19/05/2022

The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopments 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 Communities, Housing and Digital Economy.

**Note:** see notice at end of document regarding inspection of the development approval documents.

Payment Schedule for new building

20% of purchase price on signing lease agreement

20% of purchase price on QS Report – Slab Completion

20% of purchase price on QS Report – Block Work/Roof Completion

20% of purchase price on QS Report – Lock-up Stage (incl. Windows)

20% of purchase price on QS Report – Final Claim paid on Settlement Date and keys provided after payment. Plus any additional fees and charges on entry - Lease Fee, Legal Costs and Variations.

\$770 legal fees + lease fee at the time

All Claim Payments are to be released to the operator upon completion and sign off by the Quantity Surveyor from the construction company and report provided to the resident as per attachments listed on the Payment Schedule.

Less Deposit paid \$1,000.00 paid by resident on Deposit Confirmation.

### Part 6 – Facilities onsite at the village

6.1 The following
facilities are currently
available to residents:

Activities or games room	☐ Medical consultation re
	Restaurant

Auditorium

BBQ area outdoors

□ Billiards room

☐ Bowling green [indoor/outdoor]

Business centre (e.g. computers, printers, internet access)

☐ Chapel / prayer room

Communal laundries

Med	lical	consu	Itation	room

∐ Shop

[heated / not heated]

 ⊠ Separate lounge in community centre

[heated / not heated

□ Tennis court [full/half]

	<ul> <li>☑ Dining room</li> <li>☑ Gardens</li> <li>☑ Gym</li> <li>☐ Hairdressing or beauty room</li> <li>☑ Library</li> </ul>	<ul><li>☑ Other:</li><li>Croquet Lawn</li><li>Car, Boat and Caravan Wash Area</li></ul>		
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).				
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☐ Yes ⊠ No			
Note: Aged care facilities are not covered by the Retirement Villages Act 1999 (Qld). The				

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

### Part 7 - Services

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

General Services Fee for Rights to Reside INCLUDE:

- Management and Administration of the village
- Gardening and Maintenance of the common areas of the village (to boundary of unit occupied land.
- Recreation or entertainment facilities
- Use of Community Facilities
- Rent of Unit site (lease hold)
- 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 capital gains, income or gift tax but including GST)
- Equipment for the use of all residents in community facilities only.
- Management Fees, administration costs, wages for administration and/or caretaker, wages for the other employees and contractors incurred in the management and maintenance of the common areas only within 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

Workers Compensation Insurance and such other insurances as the Manger may determine Cleaning of all community facilities • Miscellaneous expenses incurred in the running and maintenance of the village Costs of arbitration proceedings between the residents committee and the Manager costs to be shared equally. Annual Pest Control in the common areas. General Service Fees **DO NOT INCLUDE**: • Plumbing from the stopcock in the 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 ariels. Any internal maintenance, repair, or replacement inside a unit Internal Fences Maintenance or repair of alternations or additions to individual units requested by the resident (past or present) Maintenance of paving inside unit private area Maintenance of letter boxes not on the common property Cleaning of courtyards Maintenance of garages and carports within villa area Care of plants and gardens within villa area Reinstatement costs prior to the sale of the unit • Costs of repairing or reinstating the unit where the president's action have led to an insurance claim being refused Termite Damage to units Leaky showers and dripping taps Use of office equipment and consumables by resident **Newspapers and Magazines** Individual services such as charges for laundry, meals, care, or cleaning services done by village staff or contractors. Any other item not specifically referred to in the inclusions above 7.2 Are optional ⊠ Yes ☐ No personal services provided or made Meals can be supplied if required. Private agreements required. available to residents Domestic Services are available at private costs to the residents either on a user-pays basis? by Home Care Package or private payment from our own village nurses and personal care workers and contractors. Transport Services – additional fees not included in GSF. Please see full list of available services from the front office. Yes, home care is provided in association with an Approved 7.3 Does the retirement village Provider Guardian Angels at Home Pty Ltd and Sapphire Care – the operator provide support staff are based in our village so flexible care arrangements government funded available. home care services under the Aged Care Act 1997 (Cwth)?

**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.

<ul> <li>Security and emergency systems</li> </ul>			
<ul> <li>8.1 Does the village have a security system?</li> <li>If yes:</li> <li>the security system details are:</li> </ul>	Yes No  Cameras are installed at critical points within the village for the safety of the residents and staff at the village. Mainly pointed at the clubhouse and driveways. The monitors are in the managers office and only available to the management team and any law enforcement officer that requires for investigation purposes.		
the security system is monitored between:	24 hours a day 7 days per v	veek.	
<ul> <li>8.2 Does the village have an emergency help system?</li> <li>If yes or optional:</li> <li>the emergency help system details are:</li> </ul>	☐ Yes - all residents  The village has a carer mon available to each resident or	_	-
the emergency help system is monitored between:	24 Hours a day 7 Days a week or as required by the resident		
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  There are 2 (two) first aid kits available to staff and residents stored in the Clubhouse building and in the workshop.  The village nurse has a more detailed medical trolley with wound care, BGL, blood pressure monitoring and other equipment for the nurse to utilise when required.		
	Regulatory fire safety equipme	ent is installed and main	tained.
to secure a right to reside	the amount a prospective resin the retirement village. The price. It does not include on	e ingoing contribution i	is also referred to as
9.1 What is the estimated ingoing contribution (sale	Accommodation Unit Independent living units	Range of ingoing c	ontribution

price) range for all types of units in the	- One bedroom	\$ 200,000 to \$300,000		
village	- Two bedrooms	\$ 200,000 to \$410,000		
	- Three bedrooms	\$ 300,000 to \$500,000		
	Full range of ingoing contributions for all unit types	\$ 200,000 to \$500,000		
9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract? If yes: specify or set out in a table how the	Yes No  To make the village accessible to all different types of people we would like to offer funding options to all residents wanting to move into the village.  These options are negotiated between the parties at the time of entry.			
contract options work e.g. pay a higher ingoing contribution and less or no exit fee.				
9.3 What other entry costs do residents need to pay?	<ul> <li>☑ Registration of lease fee</li> <li>☑ Costs related to your residence contract – Legal Fee</li> <li>☑ Costs related to 2.5% Capital Maintenance Fund Contribution</li> <li>☑ Advance payment of General Services Charge to end of month moving into the village.</li> </ul>			
	☐ Other costs			
available to residents in t	he village, which may include aintenance and other service	for the general services supplied or made management and administration, s or facilities for recreation and		
repairing (but not replacing	ng) the village's capital items of tover maintaining or repairing	pay this charge for maintaining and e.g. communal facilities, swimming pool. ig items in your unit, depending on the		
each financial year and the Maintenance Reserve Full Note: The following ongo	hese amounts can increase earlind is determined by the opera oing costs are all stated as we	and the Maintenance Reserve Fund are set ach year. The amount to be held in the ator using a quantity surveyor's report.  ekly amounts to help you compare the per those amounts may not be weekly.		

contribution

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution incl. admin fee (weekly)
Leasehold Units		
- One bedroom	\$66.78	\$76.26
- Two bedrooms	\$66.78	\$76.26
- Three bedrooms	\$66.78	\$76.26
Freehold Units		
- One bedroom	\$66.78	\$76.26
- Two bedrooms	\$66.78	\$76.26
- Three bedrooms	\$66.78	\$76.26

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022	\$66.78	N/A	\$76.26	N/A
2019	\$104.91	1.9%	\$22.10	0.96%
2018	\$102.98	3%	\$19.99	7.8%
2017	\$99.95	1.3%	\$18.45	4.2%

### Units within a community title scheme only

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

Current weekly rates of Body Corporate fees and sinking fund

Type of Unit	Body Corporate Administrative Fund fee (weekly)	Body Corporate Sinking Fund contribution (weekly)
Independent Living Units		
- One bedroom	\$9.92	\$35.77
- Two bedrooms	\$9.92	\$35.77
- Three bedrooms	\$9.92	\$35.77

Last three years of Body Corporate Administrative Fund Fee and Sinking Fund contribution

Financial year	Body Corporate Administrative Fund fee (weekly)	Overall % change from previous year (+ or -)	Sinking Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022	In GSF	N/A	76.26	N/A

2019	\$9.46 to \$9.92	0%	\$20.77 to \$34.62	2.5%
2018	\$9.46 to \$9.92	-7.5%	\$20.27 to \$31.61	3.4%
2017	\$9.30 to \$10.73	0%	\$19.61 to \$29.30	.05%

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

☐ Home insurance (freehold units only)

⊠ Gas

☐ Water

☑ Pay TV

☐ Other Care and other services provided to the resident

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

### Additional information

- Plumbing from the stopcock in front of the unit to the unit
- Electrical and phone lines from the junction box to the unit
- Maintenance of toilets and plumbing inside the units
- Maintenance of the unit save for the items which are specifically included in the general services charge
- Television and aerials
- 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.
- Maintenance of garages and carports
- Care of Pot Plans and gardens in the rear or front courtyard and gardens in the front of the unit which the resident elects to care for
- Costs of repairing or reinstating the unit where the residents action have led to an insurance claim being refused.
- Termite Damage when the resident did not complete the yearly pest inspection.
- Leaky shower and dripping taps.
- In the event of the Residential Unit being furnished by the Scheme Operator, the keep and preserve all such furniture and effects therein clean and in as good repair and condition as they were at the commencement of the lease replacing with articles of the same kind and value and equally making good any furniture and effects which may be missing or destroyed or extensively insured or damaged and not removing any furniture and effects from the Residential Unit without the previous approval in wiring of the scheme operation and at

the expiration or termination of the lease delivering up possession of all such furniture and effects in the same condition in which the same were situated at the commencement of the lease (fair wear and tear excepted).

Some Additional Responsibilities for Freehold Rights to reside:

- Maintenance and Repair of the exterior and interior of the unit
- Pest Control including inspections and treatment
- Damage to units caused by termites or pests
- Any costs or repair to replacement of the unit not covered by the resident's insurance.
- Any other item not specified in the general services charge.

# 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.

⊠ Yes □ No

General Repair of items is provided at a cost to the resident for items that are not covered by the MRF or CRF (Maintenance Funds).

The village management team can help the resident employ other contractors that are out of the general repair specification of our maintenance team.

Please refer to the current service fees and charges sheets for current fees and charges for all services not included in the General Service Fee or Maintenance Funds.

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).

### 11.1 Do residents pay an exit fee when they permanently leave their unit?

If yes: list all exit fee options that may apply to new contracts

☑ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract. NOTE: all new contracts are calculated as below.

The Exit Fee is an amount calculated as follows: -

- (a) By multiplying the new sale price (the price paid by the new purchasing resident) by the percentage set out in clause (b) below.
- (b) For the purpose of Clause (a) the percentage is : -
  - (i) 10% for up to one year of residence;
  - (ii) 20% for up to two years of residence;
  - (iii) 25% for up to three years of residence;
  - (iv) 25% 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.
- (d) The sale price for the purposes of clause (a) is to be as follows:
  - (i) If the unit is sold to a new ingoing resident the sale price will be determined by which price is the higher. The new ingoing purchase price or the existing residents purchase price.
  - (ii) If the unit is transferred to an ingoing resident by way of give or exchange of property – on 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.

	<ul> <li>(iii) 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.</li> <li>(e) The resident may elect to pay the Exit Fee upon commencement of the residence contract. In the even of the Resident Electing to pay the Exit Fee upon commencement of the residence contract then the Exit Fee shall be an amount equal to the purchase price paid by the resident multiplied by 25%. If the Exit Fee is paid in full on commencement of the residence contract, then no further Exit Fee is payable on termination of the residence contract.</li> </ul>
Time period from date of occupation of unit to the date the resident ceases reside in the unit	resident or original purchase price of the exiting resident
0-1 year	10% of the New Sale Price
1-2 years	20% of the New Sale Price
2-3years	25% of the New Sale Price
3+ years	25% of the New Sale Price
<b>Note:</b> if the period of occount on a daily basis.	cupation is not a whole number of years, the exit fee will be worked
The maximum (or cappe	d) exit fee is 25% of the Sale Price after 4 years of residence.
The minimum exit fee is	10% of the Sale Price
11.2 What other exit costs do residents	Sale costs for the unit − Marketing and Commissions
need to pay or contribute to?	⊠ Legal costs
Part 12 – Reinstatement	and renovation of the unit
12.1 Is the resident responsible for reinstatement of the	⊠ Yes □ No
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:  • 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 include 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.

## 12.2 Is the resident responsible for renovation of the unit when they leave the unit?

No, Renovation means replacements or repairs other than reinstatement work.

By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

# 13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?

Yes, the resident's share of the the resident's share of the

capital gain is 100% capital loss is 100 %

### or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

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

Calculation of Exit Entitlement

New Sale Price / Freehold Sale Price (as applicable) payable by the new resident (excluding entry fee)

Less Exit Fee

Less costs of Reinstatement Work carried out on resident's behalf

Less any other monies owing to the Manger or Scheme Operator

Less Legal Costs (Scheme Operators and own)

Less Administration Costs

	Less Marketing and Commissions to agent	
	Less Capital Maintenance Fund Contribution	
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 <b>earliest</b> 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	When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time	
14.2 Operator buyback of freehold units	the resident must pay any exit fee to the operator.	
	By law, the operator must purchase the freehold unit from the former resident if it has not sold to a new resident within 18 months after the termination of the residence contract, unless the operator has been granted an extension for payment by QCAT	
14.3 What is the turnover of units for sale in the village?	4 accommodation units were vacant as at the end of the last financial year	
	3 accommodation units were resold during the last financial year	
	9 months was the average length of time to sell a unit over the last three financial years	

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?

Financial	Deficit/	Balance		hange from
Year	Surplus	22.007	рі	revious year
2021	22,987	22,987	N	/A
2019	Not Provided by previous operators		0,	%
2018	6,388.23		+(	64.27%
2017	-4,106.23		-6	60.99%
		es Charges Fund for last er if no full financial year		\$22,987
		eserve Fund for last er if no full financial year		\$39,378
		ement Fund for the last er if no full financial year		\$68,769
	of new resident lacement Fund	sale price applied to the		2.5% • Lease ne Sale Price
The operator pays a percentage (2.5%) of the new resident's sale price, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.		<ul> <li>Freehold new Sal Price</li> </ul>		

**Note:** All freehold community title scheme residents who own their unit are members of the body corporate.

15.1 What is the
financial status of the
<b>Body Corporate funds</b>
in a freehold village?

Administrative fund for the last 3 years				
Financial Year	Deficit/Surplus	Balance		ge from
				ous year
2022 – Current Balance	2A \$N/A	2A \$38,244.64	N/A	
	2B \$N/A	2B \$17,784.54	N/A	
2020-2021	Not provided			
	by previous			
	operators			
2019	2A \$9,803.11	2A \$4,964.00	2A 0.	77%
	2B \$-580.74	2B \$2,237.99	2B -4	.02%
2018	2A \$6,683.19	2A \$4,128.00	2A -0	.83%
	2B \$2,542.92	2B \$2,331.70	2B 0.	85%
2017	2A \$4,423.34	2A \$4,964.00	2A 0.	77%
	2B \$3,498.88	2B \$1,983.70	2B 0.	8%
	_	over spending of the last financial		2A\$38,244.64
OR last quarter if no full financial year available 2B\$17,784.54				

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

communal facilities; and

provide details including, length of period, relevant time

• the accommodation units, other than accommodation units owned by residents.

the decemmedate	Trainie, ether than decemmedation and ewhea by recidente.	
Residents contribute towards the cost of this insurance as part of the General Services Charge.		
16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	<ul> <li>✓ Yes □ No</li> <li>If yes, the resident is responsible for these insurance policies:</li> <li>Contents and Liability to third parties' insurance policy.</li> </ul>	
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	☐ Yes ⊠ No	

17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	Yes No  Please refer to our current Pet Policy for all the details of pet ownership within the village as these are a constant changing evolution to best suit out current residents and pets.
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)	Yes \( \sum \) No  The resident will not permit a person or visitor to reside at the Resident's Unit for more than 14 days without the prior written consent of the Scheme Operator.
47.48	
17.4 Does the village have village by-laws?	<ul> <li>✓ Yes ☐ No</li> <li>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.</li> <li>Note: See notice at end of document regarding inspection of village by-laws</li> </ul>
17.5 Does the operator have other rules for the village.	☐ Yes ☒ No If yes: Rules may be made available on request
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act</i> 1999?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.
18.1 Is the village voluntarily accredited through an industrybased accreditation scheme?	No, village is not accredited we are only new operators and working towards this in the near future.
<b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement</i>	

**Note:** Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

<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>□ No fee</li> <li>☑ Fee of \$1,000 which;</li> <li>☑ becomes the initial deposit for their unit once a unit has been chosen and forms part of their overall ingoing contributions.</li> </ul>
Access to documents	
Access to documents	
and a prospective reside inspect or take a copy of the request by the date is least seven days after the seven da	ration for the retirement village scheme r current title search for the retirement village land  location, floor plan or dimensions of accommodation units in the village or facilities under construction anning approvals for any further development of the village relopment plan for the village under the <i>Retirement Villages Act</i> tion plan for the village re plan for the village al statements and report presented to the previous annual meeting llage calance of the capital replacement fund, or maintenance reserve fund a charges fund (or income and expenditure for general services) at the a three financial years of the retirement village calance of any Body Corporate administrative fund or sinking fund at the a three years of the retirement village acts that residents may have to enter into

### **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.gld.gov.au">www.chde.gld.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 3008 3450

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

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

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

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

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

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

pension

Phone: 132 300

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

retirement

### **Seniors Legal and Support Service**

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: https://caxton.org.au

### **Queensland Law Society**

Find a solicitor Law Society House 179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: info@qls.com.au Website: www.qls.com.au

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

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: <u>www.qcat.qld.gov.au</u>

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

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

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: www.justice.qld.gov.au

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

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

Website: www.livablehousingaustralia.org.au/