

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019



Name of village: **Kawana Island 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.livingchoice.com.au follow link to "Our Villages"
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:

- Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
- The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at **1 July 2020** and applies to prospective residents.

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

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Kawana Island Retirement Village Street Address 10 Marco Way Kawana Island Suburb PARREARRA State QLD Post Code 4575
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Kawana Island Retirement Village Pty Limited Australian Company Number (ACN) 099 121 810 Address 79 Avoca Drive Suburb KINCUMBER State NSW Post Code 2251
1.3 Village operator	Name of entity that operates the retirement village (scheme operator) Kawana Island Retirement Village Pty Limited Australian Company Number (ACN) 099 121 810 Address 79 Avoca Drive Suburb KINCUMBER State NSW Post Code 2251 Date entity became operator: 9 January 2003

<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details</p> <p>Living Choice Australia Pty Ltd</p> <p>Australian Company Number (ACN) 054 602 309</p> <p>Phone 07 5437 7399 Email rdunstan@livingchoice.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays: 9.00 a.m. to 5.00 p.m.</p> <p>Weekends: n/a</p>
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Part 2 – Age limits

<p>2.1 What age limits apply to residents in this village?</p>	<p>Residents must be 55 years of age or over or, in the case of more than one resident, one resident must be 55 years of age or over.</p> <p>The Scheme Operator reserves the right to:</p> <ol style="list-style-type: none"> 1. request the prospective resident to submit a medical report confirming that the resident is able to live independently 2. decline an application; and 3. change the age limitation criteria applicable for entry into the retirement village scheme.
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ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

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

3.2 Number of units by accommodation type and tenure	There are 173 units in the village, comprising 86 single storey units, 87 units in multi-story building with 3 and 4 levels
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Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio		1		
- One bedroom		0		
- Two bedrooms		37		
- Three bedrooms		135		
total number of units		173		

Access and design

3.3 What disability access and design features do the units and the village contain?	<input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place <ul style="list-style-type: none"> - Tactile buttons to stairs - Leisure Centre & Club House amenities include grab rails and wheel chair access - Indoor pool includes ramp and grab rail access <input type="checkbox"/> None
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Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?	<input checked="" type="checkbox"/> 86 Villas with own garage attached or adjacent to the unit <input checked="" type="checkbox"/> 87 Apartments with own garage separate from the unit Restrictions on resident's car parking include: No parking on the roadway of the Village or any of the grassed areas.
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4.2 Is parking in the village available for visitors? If yes, parking restrictions include	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> - Short term visitor parking whilst visiting Village residents. - Village residents are not permitted to park their vehicles in areas allocated for visitor parking
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Part 5 – Planning and development

5.1 Is construction or development of the village complete?	Year village construction started: 2002. <input checked="" type="checkbox"/> Fully developed / completed <input type="checkbox"/> Partially developed / completed <input type="checkbox"/> Construction yet to commence
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities	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> Not applicable
5.3 Redevelopment plan under the Retirement Villages Act 1999	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</i> 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 facilities are currently available to residents:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Activities or games room
<input checked="" type="checkbox"/> Arts and crafts room *
<input checked="" type="checkbox"/> Auditorium *
<input checked="" type="checkbox"/> BBQ area outdoors
<input checked="" type="checkbox"/> Billiards room *
<input checked="" type="checkbox"/> Bowling green outdoor
<input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access) *
<input type="checkbox"/> Chapel/prayer room
<input type="checkbox"/> Communal laundries
<input checked="" type="checkbox"/> Leisure Centre
<input checked="" type="checkbox"/> Dining room *
<input checked="" type="checkbox"/> Gardens
<input checked="" type="checkbox"/> Gym *
<input checked="" type="checkbox"/> Hairdressing or beauty room *
<input checked="" type="checkbox"/> Library * | <input type="checkbox"/> Medical consultation room
<input type="checkbox"/> Restaurant
<input type="checkbox"/> Shop
<input checked="" type="checkbox"/> Swimming pool - *indoor is heated - outdoor is not heated
<input checked="" type="checkbox"/> Separate lounge in leisure centre*
<input checked="" type="checkbox"/> Spa indoor is heated*
<input type="checkbox"/> Storage area for boats / caravans
<input checked="" type="checkbox"/> Tennis court - full
<input checked="" type="checkbox"/> Village bus or transport
<input checked="" type="checkbox"/> Workshop *
<input checked="" type="checkbox"/> Other – <ul style="list-style-type: none"> - Cinema* - Residents' Bar* - Club house with bar - Jetty with kayak launch - Functions kitchen* - Car washing bay - Home care office* |
|--|---|
- *denotes facility is located in the Leisure Centre

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).

- Dining Room is for residents' functions and is funded by the residents
- Residents' Bar – the bar stock is funded by the residents
- Workshop Access – for the safety of residents, the key for access is available, upon request, from the Village Manager and residents must follow the Village Resident Workshop Conditions of Entry
- Residents may request exclusive use of a Common Facility for private functions and will pay a fee determined by Management and the Residents' Committee

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?

- Yes No

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

Part 7 – Services

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

- Management and administration;
- All gardening and lawn maintenance;
- Property maintenance of communal areas and external area of units;
- Swimming pool maintenance;
- Cleaning of Village facilities;
- Operation of Village transport;
- Emergency call system operation and monitoring;
- Water and sewerage charges;
- Council rates;
- Insurances as set out in the Prospective Costs Document
- Energy costs to the communal areas; and
- Other services as detailed each year in the operating budget for the village.

7.2 Are optional personal services provided or made available to residents on a user-pays basis?

Yes No

- Social programs as arranged from time to time – the charge for which will depend on the nature of the program
- Living Choice Australia Limited is an approved Home Care provider (Living Choice Home Care) and delivers support and assistance to people within the Village. There is both a Government Funded Program (Home Care Packages) and a private User Pays Service. Both services are managed by a Care Manager (supervised by the Home Care Operations Manager) and are delivered by qualified Aged Care Workers –
 - o **User Pays Services** - Further information in respect to applicable rates can be obtained from the Care Manager. This service includes assistance with –
 - Personal Care, Meal Preparation, Transport, Domestic Assistance/Spring Cleaning, Social Support, Wellness checks, In Home respite.
 - o **Home Care packages** are also available to eligible residents and information relating to the services provided can be obtained from the Care Manager. Your Village Manager will arrange for the Care Manager to discuss your care needs further.
- Maintenance and administrative assistance provided by Village staff is charged at an hourly rate and a schedule of fees can be obtained from the Village Manager. All other services arranged for you are charged at the prevailing market rate.

<p>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i></p> <p><input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider Living Choice Australia Pty Ltd Approved provider ID number 2308</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
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Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.
Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 – Security and emergency systems

<p>8.1 Does the village have a security system?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>8.2 Does the village have an emergency help system? If yes or optional: <ul style="list-style-type: none"> the emergency help system details are: the emergency help system is monitored between:</p>	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <ul style="list-style-type: none"> the emergency help system details are back to base emergency call unit (in every unit and the leisure centre) and pendant or bracelet if required. the emergency help system is monitored 24 hours per day 7 days per week.
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<p>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</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> first aid kits are located in the communal facilities and in Village transport vehicles an Oxyviva and defibrillators for use by medical emergency response team
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COSTS AND FINANCIAL MANAGEMENT

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

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

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

Accommodation Unit	Range of ingoing contribution
Independent living units	
- Studio	\$370,000 to \$450,000
- Two bedrooms	\$550,000 to \$650,000
- Three bedrooms	\$595,000 to \$1,400,000
Full range of ingoing contributions for all unit types	\$ 370,000 to \$1,400,000

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 contract options work e.g. pay a higher ingoing contribution and less or no exit fee.

Yes No

Lease Type 1

- Exit fee – 5% per year of next ingoing contribution x 7 years (maximum exit fee 35% of next ingoing contribution or agreed value)
- Reinstatement costs/renovation costs – 100% payable by resident
- Capital gain – 100% payable to resident on Resale
- Capital loss – 100% payable by resident on Resale
- General Services Charge and Maintenance Reserve Fund contribution payable until the earlier of re-sale or 9 months from the provision of vacant possession
- Exit entitlement payable earlier of 14 days after re-sale or 18 months from the provision of vacant possession

Lease Type 75

- Exit fee – 10% per year of your ingoing contribution paid x 3 years (maximum exit fee 30% of your ingoing contribution)
- Reinstatement costs as a result of damage or accelerated wear and tear caused to the residence by the resident which is payable by the resident
- Resident receives no capital gain and pays no capital loss
- General Services Charge and Maintenance Reserve Fund contribution payable until the earlier of re-sale of the residence or 90 days from the provision of vacant possession
- General Services Charge and Maintenance Reserve Fund contribution capped at the monthly rate applicable on the date the resident or if there is more than one resident the youngest resident attains the age of 75 – any future increases are paid for by the Operator
- Exit entitlement payable earlier of 14 days after re-sale or 6 months from the provision of vacant possession

9.3 What other entry costs do residents need to pay?

- Transfer or stamp duty
- Costs related to your residence contract
- Costs related to any other contract e.g. Deed of Loan (if applicable)
- Advance payment of General Services Charge and Maintenance Reserve Fund contribution
- Other costs include Mortgagee's consent fee and Survey fee (if applicable)

Part 10 – Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charge and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	\$83.54	\$39.46
- Two bedrooms	\$106.15 - \$118.38	\$32.08 - \$39.46
- Three bedrooms	\$115.85 - \$167.31	\$32.08 - \$39.46

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 -)
2020	\$79 to \$159	5%	\$32 to \$39	-
2019	\$75 to \$151	5%	\$32 to \$39	4.4%
2018	\$72 to \$144	2.8%	\$30 to \$38	4.6%

<p>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</p>	<p><input checked="" type="checkbox"/> Contents insurance</p> <p><input type="checkbox"/> Home insurance (freehold units only)</p> <p><input checked="" type="checkbox"/> Electricity</p> <p><input checked="" type="checkbox"/> Gas</p>	<p><input type="checkbox"/> Water</p> <p><input checked="" type="checkbox"/> Telephone</p> <p><input checked="" type="checkbox"/> Internet</p> <p><input checked="" type="checkbox"/> Pay TV</p> <p><input checked="" type="checkbox"/> Other – All costs of heating water to apartments in apartment blocks; Any other utility costs not referred to above</p>
<p>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?</p>	<p><input checked="" type="checkbox"/> All unit fixtures</p> <p><input checked="" type="checkbox"/> All unit fittings</p> <p><input checked="" type="checkbox"/> All unit appliances</p> <p><input type="checkbox"/> None</p> <p>Additional information – maintenance and repair of any variations the resident has made to the unit</p>	
<p>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.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>A maintenance person is available at the Village on a user pays basis for basic general maintenance assistance – residents must complete a maintenance request form and pay the applicable hourly rate for maintenance assistance. This does not include electrical, plumbing or services requiring a qualified trades person.</p>	

Part 11– Exit fees - when you leave the village

A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><input checked="" type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other</p> <p>Type 1 Lease</p> <ul style="list-style-type: none"> - 5% per year of the next ingoing contribution x 7 years (as noted below calculated on a daily basis) <p>Type 75 Lease</p> <ul style="list-style-type: none"> - 10% per year of your ingoing contribution x 3 years (as noted below calculated on a daily basis) 	
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Type 1 Lease	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	For a Type 1 Lease the exit fee calculation based on the next ingoing contribution (i.e. the ingoing contribution paid by the next resident or the agreed value).
1 year	5% of the next ingoing contribution
2 years	10% of the next ingoing contribution
5 years	25% of the next ingoing contribution
10 years	35% of the next ingoing contribution
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 35% of the next ingoing contribution after 7 years of residence.</p> <p>The minimum exit fee is 5% of the next ingoing contribution (pro-rated on a daily basis)</p>	
Type 75 Lease	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	For a Type 75 Lease the exit fee calculation based on your ingoing contribution
1 year	10% of your ingoing contribution
2 years	20% of your ingoing contribution
5 years	30% of your ingoing contribution
10 years	30% of your ingoing contribution
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 30% of your ingoing contribution after 3 years of residence.</p> <p>The minimum exit fee is 10% of your ingoing contribution (pro-rated on a daily basis)</p>	

<p>11.2 What other exit costs do residents need to pay or contribute to?</p>	<p><input checked="" type="checkbox"/> Sale costs for the unit if you enter a Type 1 Lease – not applicable for Type 75 Lease</p> <p><input checked="" type="checkbox"/> Legal costs</p> <p><input checked="" type="checkbox"/> Other costs</p> <ul style="list-style-type: none"> - reinstatement costs - general services charge - maintenance reserve fund contribution - outstanding personal service charge - renovation costs if you enter a Type 1 Lease
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Part 12 – Reinstatement and renovation of the unit

<p>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • <i>fair wear and tear; and</i> • <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i> <p><i>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.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Optional, - For Type 1 Lease only - this applies to residents who share in the capital gain on the sale of their unit, and the resident pays 100% of any renovation costs</p> <p><input checked="" type="checkbox"/> No – For Type 75 Lease only</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>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.</p>
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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 gain or capital loss on the resale of their unit?

Optional – residents can elect to share in a capital **gain** or **loss** option – that is if they select a **Type 1 Lease**

the resident’s share of the **capital gain** is 100%

the resident’s share of the **capital loss** is 100%

No – residents can select a Type 75 Lease where there is no capital gain or loss sharing.

Part 14 – Exit entitlement

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

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

For a Type 1 Lease –

Ingoing Contribution paid by you

Plus, any capital gain (if any) achieved on Re-sale

Less

- Exit Fee (5% per year x maximum 7 years)
- Capital Loss (if any)
- Cost of finding a new Resident
- General Services Charge until the earlier of re-sale or 9 months from vacant possession
- Maintenance Reserve Fund contribution until the earlier of re-sale or 9 months from vacant possession
- Reinstatement costs
- Renovation costs
- Any outstanding General Services Charge, Maintenance Reserve Fund contribution or personal services charges
- Legal costs in respect to the Surrender of Lease

For a Type 75 Lease

Ingoing Contribution paid by you

Less

- Exit fee (10% per year x maximum 3 years)
- General Services Charge until the earlier of re-sale or 90 days from vacant possession.
- Maintenance Reserve Fund contribution until the earlier of re-sale or 90 days from vacant possession
- Reinstatement costs to the extent you cause accelerated wear or deliberate damage to your Unit
- Any costs associated with renovations or changes to the condition of the Unit carried out without the approval of the operator
- Any outstanding General Services Charge, Maintenance Reserve Fund contribution or personal services charges
- Legal costs in respect to the Surrender of Lease
- **NO** cost of finding a new Resident

<p>14.2 When is the exit entitlement payable?</p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <p>For a Type 1 Lease:-</p> <ul style="list-style-type: none"> • 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator; or • 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). <p>For a Type 75 Lease by policy decision of the Operator:-</p> <ul style="list-style-type: none"> • 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator; or • 6 months from the provision of vacant possession following termination of the resident’s right to reside under the residence contract. <p>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p>14.3 What is the turnover of units for sale in the village?</p>	<p>5 accommodation units were vacant as at the end of the last financial year</p> <p>7 accommodation units were resold during the last financial year</p> <p>4 months was the average length of time to sell a unit over the last three financial years (Please note a Type 75 lease entitles the former resident to their Exit Entitlement 6 months from vacant possession even if their unit has not been sold – Lease Type 75 was introduced in June 2017)</p>

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 for the last 3 years		
Financial Year	Deficit/Surplus	Change from previous year
2020	\$19,294	3.9%
2019	\$13,296	4.9%
2018	\$13,736	2.9%
Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available		\$398,351 March 2020
Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available		\$368,750
Percentage of a resident's ingoing contribution applied to the Capital Replacement Fund		0.1%
<p>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.</p> <p>The operator will ensure that an appropriate amount is contributed into the Fund from the sale of units in the Village.</p>		

Part 16 – Insurance

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

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

16.1 Is the resident responsible for arranging any insurance cover?

If yes, the resident is responsible for these insurance policies:

Yes No

If yes, the resident is responsible for these insurance policies:

- Contents insurance
- All Additions and Alterations to the Unit
- Motor vehicle (including mobility scooters) insurance
- Public Liability insurance
- Any other insurance not covered by Village insurance policies

Part 17 – Living in the village

Trial or settling in period in the village

17.1 Does the village offer prospective residents a trial period or a settling in period in the village?

Yes No

Pets

17.2 Are residents allowed to keep pets?

Yes No

If yes: specify any restrictions or conditions on pet ownership

Subject to the approval of the Village Manager and complying with the Village By-laws in respect to Pets.

Visitors

17.3 Are there restrictions on visitors staying with residents or visiting?

Yes No

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)

Residents should notify the Village Manager if they are having short-stay visitors - that is, a visitor who stays overnight for up to 1 month.

Residents must obtain the consent of the Village Manager if they are having a visitor who intends to stay for a prolonged period or who will live with them on a temporary basis.

All visitors must be accompanied by the Resident if using any of the Village facilities.

Village by-laws and village 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: Codes of Conduct which apply to the use of various communal facilities may be made available on request.

Resident input

17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?

Yes No

By law, residents are entitled to elect and form a residents committee to liaise with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.

You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.

Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?

- No, village is not accredited
- Yes, village is voluntarily accredited through:
Lifemark Village Accreditation Scheme Certificate LM 616062

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.

Part 19 – Waiting list

19.1 Does the village maintain a waiting list for entry?

- Yes No

If yes,

- what is the fee to join the waiting list?

- No fee

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at www.hpw.qld.gov.au

General Information

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages

For more information on retirement villages and other seniors living options: www.qld.gov.au/seniorsliving

Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300

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

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: <https://caxton.org.au>

Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: 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/