#### Retirement Villages

#### Form 3



#### **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: The Sanctuary Retirement Living



ABN: 86 804 771 740

#### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village
  accommodation, facilities and services, including the general costs of moving into, living in and
  leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - o include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at https://www.aveo.com.au/communities/morayfield/costs/
- 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 villages. 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 3 May 2024 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: The Sanctuary Retirement Living	
	Street address: 23 Adelaide Drive	
	Suburb: Caboolture South State: QLD Post Code: 4510	
1.2 Owner of the land on which the	Name of land owner: Freedom Aged Care Morayfield (Properties) Pty Ltd	
retirement village scheme is located	Australian Company Number (ACN): 603 399 935	
	Address: Level 6, 50 Longland Street	
	Suburb: Newstead State: QLD Post Code: 4006	
1.3 Village operator	Name of entity that operates the retirement village (scheme operator):	
	Freedom Aged Care Morayfield (Operations) Pty Ltd	
	Australian Company Number (ACN): 603 399 855	
	Address: Level 6, 50 Longland Street	
	Suburb: Newstead State: QLD Post Code: 4006	
	Date entity became operator: 23 April 2015	
Note from the scheme operator:		
	Freedom Aged Care Morayfield (Properties) Pty Ltd has leased the village land to Freedom Aged Care Morayfield (Operations) Pty Ltd ACN 603 399 855 (as scheme operator) by way of a 99 year lease commencing on 23 April 2015 ('the <b>Head Lease</b> ').	
	<ul> <li>Under the Head Lease, the scheme operator may:</li> <li>enter into all agreements with residents of the village;</li> <li>incur all expenditure in refurbishing and operating the village; and</li> <li>manage the village.</li> </ul>	

#### 1.4 Village Name of village management entity and contact details: management and Freedom Aged Care Morayfield (Operations) Pty Ltd onsite availability Australian Company Number (ACN): 603 399 855 13 28 36 Phone: Email: sales@aveo.com.au An onsite manager (or representative) is available to residents: ☑ Other 24/7 Emergency call system that may be monitored off-site, including connecting through to Aveo's central call centre. **Note from scheme operator:** Existing residents in the community may be participants in the Freedom Care Program which is not available for new residents. The Freedom Care Program incurs higher charges and as part of this higher charge, residents receive 24/7, seven days per week, personal response to call bells in those resident's rooms. This service will be withdrawn at the time the last resident leaves the Freedom Care Program. Onsite availability includes: Weekdays: 8:00am - 4:00pm Weekends: A staff representative is available. 1.5 Approved closure Is there an approved transition plan for the village? plan or transition ☐ Yes ⊠ No plans for the A written transition plan approved by the Department of Communities, retirement village 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 A written closure plan 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 is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily. Tenure in a leasehold or freehold scheme is secured by the registration 1.6 Statutory Charge of your interest on the certificate of title for the property. There is no over retirement village statutory charge registered over leasehold schemes and freehold land 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? $\square$ Yes $\boxtimes$ No

		If yes, provide details of the registered statutory charge.				
P	art 2 - Age limits					
2. a	.1 What age limits pply to residents in his village?	Residents must be at least 55 years old				
A	CCOMMODATION, FA	CILITIES AND SE	RVICES			
P	art 3 - Accommodatior	units: Nature of	ownership or tenure			
	.1 Resident	☐ Freehold (ow	ner resident)			
	wnership or tenure of ne units in the village	│	wner resident)			
is		Licence (non-	-owner resident)			
		Licence (non-owner resident)				
		Share in company title entity (non-owner resident)				
	☐ Unit in unit trust (non-owner resident)					
		Rental (non-owner resident)				
		Other  Note from the scheme operator: residents enter into a sublease with the scheme operator for a term expiring on 22 April 2114.				
A	ccommodation types		ator for a torm exprining o	== , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	.2 Number of units by	There are 104 units in the village, comprising 104 single storey units.				
accommodation type and tenure		Note from the Scheme Operator: Until mid-2023, units in the village were leased as serviced units. Units are now being leased as independent living units. Some residents in the community who became residents prior to this change continue to have a 'serviced apartment' contract and receive a number of compulsory services.				
	Accommodation Unit	Freehold	Leasehold	Licence	Other	
	Independent living units					
	- Studio					
	- One bedroom		93			
	- Two bedroom		11			
	- Three bedroom					
	Serviced units					
	- Studio					
	- One bedroom					
	- Two bedroom					
	I hraa hadraam					
	- Three bedroom					
	Other  Total number of units		104			

Access and design			
3.3 What disability access and design features do the units	oximes Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in $oximes$ all $oximes$ some units		
and the village contain?	$\square$ Alternatively, a ramp, elevator or lift allows entry into $\square$ all $\square$ some units		
	oximes Step-free (hobless) shower in $oximes$ all $oximes$ some units		
	$oxed{oxed}$ Width of doorways allow for wheelchair access in $oxed{oxed}$ all $oxed{\Box}$ some units		
	oxtimes Toilet is accessible in a wheelchair in $oxtimes$ all $oxtimes$ some units		
	☐ Other key features in the units or village that cater for people with disability or assist residents to age in place		
	□ None		
Part 4 - Parking for resid	dents and visitors		
4.1 What car parking	⊠ Some units with own garage or carport separate from the unit		
in the village is available for	Some units with own car park space adjacent to the unit		
residents?	Some units with own car park space separate from the unit		
	☐ ☑ General car parking for residents in the village		
	⊠ Some units with no car parking for residents		
4.2 Is parking in the village available for	⊠ Yes □ No		
visitors? If yes, parking restrictions include:	Visitors are required to park in spaces that are designated for visitors.		
Part 5 - Planning and de	evelopment		
5.1 Is construction or	Year village construction started: 2006		
development of the village complete?			
	☐ Partially developed / completed		
	☐ Construction yet to commence		
5.2 Construction, development applications and development approvals Provide details and timeframe of development or	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> Development approval is being sought to build a new pool in the community under the redevelopment plan detailed in Part 5.3 below.		
proposed development, including the final number and types of units and any new facilities.			

## 5.3 Redevelopment plan under the Retirement Villages Act 1999

Is there an approved redevelopment plan for the village under the *Retirement Villages Act?* 

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 Communities, Housing and Digital Economy.

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

Residents voted to approve a redevelopment plan under section 113E of the *Retirement Villages Act 1999* (Qld) on 12 April 2024. Under the approved plan, a new concrete-lined swimming pool will be built, staff offices will be converted into a new gym facility for residents, and various community facilities will receive a general uplift.

Works are expected to commence in approx. May 2024 and to be completed by approx. January 2025. Commencement of works to build the pool will depend on council granting a development approval.

#### Part 6 - Facilities onsite at the village

6.1 The following
facilities are currently
available to residents:

- ☐ Activities or games room
- Arts and crafts room (multi-purpose room with TV)
- ☐ Auditorium
- BBQ area outdoors
- Billiards area in community centre
- ☐ Bowling green
- ☐ Business centre (e.g. computers, printers, internet access)
- ☐ Chapel / prayer room
- ☐ Communal laundries
- □ Dining room
- ⊠ Gardens
- ☐ Gym
- Hairdressing or beauty room

- Medical consultation room
- ☐ Restaurant
- ☐ Shop
- □ Swimming pool
   □
- Separate lounge in community centre
- □ Spa
- ☐ Storage area for boats / caravans
- ☐ Tennis court

- Other: recreational area, coffee and bar kitchenette
- \*Note from the scheme operator: When all existing residents who receive daily meals as part of their compulsory support services vacate, the meal services and operating hours available in or from the dining room will:
- be withdrawn; and
- until withdrawal, may be varied or reduced.

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 (eg with an aged care facility).		
N/A		
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 fund paid by residents)?

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Managing the community areas and facilities.
- Managing security at the retirement village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining fire-fighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning and maintaining the community areas and facilities.
- Maintaining and repairing units and items in, on or attached to the units (except where this is a resident's responsibility).
- Monitoring and eradicating pests (except where this is a resident's responsibility).
- Engaging staff and contractors necessary for the operation of the retirement village, which may include a community manager, cleaning and maintenance personnel, security personnel and/or relief personnel.
- Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.
- Maintaining any licences required in relation to the retirement village.
- Paying operating costs in connection with the ownership and operation of the retirement village.
- Maintaining insurances relating to the retirement village that are required by the Retirement Villages Act 1999 or contemplated by a

residence contract or that the scheme operator otherwise deems appropriate. Complying with the Retirement Villages Act 1999. Any other general service funded via a general services charges budget for a financial year. Note from the scheme operator: Existing residents may receive daily meals, heavy laundry and internal cleaning services as part of their support services which is a component of their regular service fees. These fees are higher than the service fees for new residents given additional services are received. These support services are not compulsory for new residents and meal packages, laundry packages and cleaning services are available as optional services on a fee for service basis (see section 7.2 below). The scheme operator may at any time change the availability of optional services at the community without notice. Please refer to the community manager for further details. 7.2 Are optional ⊠ Yes □ No personal services • meal packages, either delivered to a resident's home or to the provided or made communal dining room\* available to residents laundry services on a user-pays basis? • internal cleaning services Please see Community Manager for a full list of available personal services and costs. Note from scheme operator: Existing residents in the community may receive daily meals, heavy laundry and internal cleaning services as part of paying higher service fees. These services are no longer compulsory for new residents and are provided as optional services on a fee for service basis. The scheme operator may at any time change the availability of optional services at the community without notice. \*Note from the scheme operator: When all existing residents who are receiving daily meals as part of their compulsory support services vacate, the meal services and operating hours available in or from the dining room will: be withdrawn; and until withdrawal, may be varied or reduced. 7.3 Does the ☐ Yes, the operator is an Approved Provider of home care under the retirement village Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID operator provide number .....) government funded Yes, home care is provided in association with an Approved home care services Provider: Aveo Home Care Services Pty Ltd ACN 604 625 185 under the Aged Care Act 1997 (Cwth)? ☐ No, the operator does not provide home care services, residents can arrange their own home care services

**Note**: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999* (Qld).

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 - Security and emergency systems			
8.1 Does the village have a security system? If yes:			
<ul> <li>the security system details are:</li> </ul>	Gated community intercom.		
<ul> <li>the security system is monitored between:</li> </ul>	The equipment operates 24 hours a day, 7 days per week. The systems are monitored on an ad hoc basis by an onsite representative.		
8.2 Does the village have an emergency help system?			
<ul><li>If yes or optional:</li><li>the emergency help system details are:</li></ul>	Emergency response system equipment is installed in each accommodation unit and in all common areas which allows residents to activate an emergency call.		
<ul> <li>the emergency help system is monitored</li> </ul>	24 hours per day, 7 days per week		
between:	Note from the scheme operator: Existing residents in the community may be participants in the Freedom Care Program which is not available for new residents. The Freedom Care Program incurs higher charges and as part of this higher charge, residents receive 24/7, seven days per week, personal response to call bells in those residents rooms. This personal response service will be withdrawn at the time the last resident leaves the Freedom Care Program.		
	Note from the scheme operator: The scheme operator at its own cost proposes to install a new emergency call system, which is monitored by an external third party, in each unit and in designated common area points in or around 2027. Once this is installed:		
	residents will need the equipment necessary to enable the emergency call system in their unit;		
	monitoring and maintenance of the emergency call system may form part of the 'general services'; and		
	ongoing monitoring and maintenance costs of the emergency call system may form part of the village 'operating costs'.		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	⊠ Yes □ No		

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

First aid kit, adequate lighting of common areas; locks on doors, fire protection equipment as required by law, personal protective equipment.

#### **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	
- One bedroom	\$224,500 to \$350,000
- Two bedrooms	\$320,000 to \$370,000
- Three bedrooms	
Serviced units	
- Studio	
- One bedroom	
- Two bedrooms	
- Three bedrooms	
Other:	One Bedroom + MPR (Multi-Purpose Room) - \$240,000
Full range of ingoing contributions for all unit types	\$224,000 to \$370,000

**Note from the scheme operator:** The ingoing contribution is the 'Entry Payment' in the residence contract.

The ingoing contribution above is the **standard ingoing contribution**.

The standard ingoing contribution is the ingoing contribution for the **Now** and **Later** contract options.

The ingoing contribution payable for the **Bond** contract is 140% of the standard ingoing contribution (excluding the Establishment Fee (see part 9.3)).

For the **Now** contract, the resident must also pay an Upfront Management Fee of 20% of the standard ingoing contribution.

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

There are 3 contract options available:

- Bond
- Now
- Later

The key differences between the 3 contract options are (other contract options work e.g. pay a higher differences apply as well, please contact Aveo for details): ingoing contribution and less or no exit fee. **Exit entitlement Contract option** Exit Fee (refer Part 11) payment date after vacating the village (refer Part 14.2) Not applicable 3 months **Bond** Now Not applicable – paid upfront 6 months Later Deferred Management Fee 6 months (maximum 35% over 3 years) 9.3 What other entry Transfer or stamp duty (plus additional foreign acquirer duty if any) costs do residents if the contract is a Now contract need to pay? **Note from the scheme operator:** The scheme operator may elect to pay any stamp duty applicable under the Now contract. If the scheme operator elects to pay the stamp duty, you will still be responsible for any additional foreign acquirer duty that may be payable. Costs related to your residence contract Costs related to any other contract eg ..... Advance payment of General Services Charge Other costs:  $\boxtimes$ **Establishment Fee** (if the contract is a **Bond** contract). This amount is not refundable. **Upfront Management Fee** (if the contract is a **Now** contract). This amount is not refundable except in the circumstances

#### 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.

Please contact the scheme operator if more information is required.

described in part 14.1.

**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 Charges Fund 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		
- One bedroom	\$119.35	\$36.10
- Two bedrooms	\$119.35	\$36.10
All units pay a flat rate	\$119.35	\$36.10
Other: Plus cost to supply electricity to each unit	\$12.52	

#### 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 -)
2022/23	\$159.17	- 26.80%	\$35.43	-48.18%
2021/22	\$217.46	-7.28%	\$68.37	115.95%
2020/2021	\$234.54	7.83%	\$31.66	-27.82%

**Note from scheme operator:** Existing residents in the community may receive daily meals, heavy laundry and internal cleaning services as part of paying higher service fees. These services were no longer compulsory for new residents as of June 2023 and are provided as optional services on a fee for service basis to new residents. Accordingly, the general services charge was reduced in the 2022/23 financial year.

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

□ Contents insurance	☐ Water
$\square$ Home insurance (freehold	⊠ Telephone
units only)	
☐ Electricity	⊠ Pay TV
∐ Gas	☐ Other

**Note from the scheme operator:** Electricity supplied to residents' units is currently included in their weekly service fees. The scheme operator at its own cost, intends to install separate electricity meters for each unit in or around 2024. Upon the installation of separate electricity meters:

- residents will be responsible for obtaining and paying for the supply of electricity to their unit;
- b. the cost to supply electricity to units in the general services charge budget will be withdrawn; and
- c. the weekly service fee will be reduced by the amount determined by the annual general services charge budget for the supply of electricity to each unit.

10.3 What other	□ Unit fixtures			
ongoing or occasional costs for repair,	□ Unit fittings			
maintenance and	□ Unit appliances			
replacement of items in, on or attached to	□ None			
the units are residents	Additional information:			
responsible for and pay for while residing	Residents are responsible for maintenance and repairs. The scheme			
in the unit?	operator is responsible for replacements.			
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their	⊠ Yes □ No			
unit?				
If yes: provide details, including any charges for this service.	Full time onsite maintenance person available. Details available from community manager.			
Part 11 - Exit fees- when	n you leave the village			
	ay an exit fee to the operator when they leave their unit or when the right old. This is also referred to as a 'deferred management fee' (DMF).			
11.1 Do residents pay an exit fee when they permanently leave their unit?	<ul> <li>☐ Yes – all residents pay an exit fee calculated using the same formula</li> <li>☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> </ul>			
their unit?	☐ No exit fee			
	⊠ Other			
If yes: list all exit fee	Bond			
options that may apply to new contracts	No exit fee applies.			
	Now			
	No exit fee applies.			
	Later			
	15% of the ingoing contribution for the first year of residence, plus 10% for the second year, plus 10% for the third year, up to a maximum of 3 years (35%).			
	Daily basis			
	All exit fee components are calculated on a pro-rata daily basis for partial years of residence.			
	<b>Note from the scheme operator</b> : The exit fee is called the 'Deferred Management Fee' in the residence contract.			
	Bond			
	Not applicable (there is no exit fee)			

	Now			
	Not applicable (there is no exit fee)			
	Later			
	Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution		
	1 year	15% of your ingoing contribution		
	2 years	25% of your ingoing contribution		
	3 years	35% of your ingoing contribution		
	4 years	35% of your ingoing contribution		
	5 years	35% of your ingoing contribution		
	10 years	35% of your ingoing contribution		
	Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.			
	The maximum (or capped) exit fee is 35% of the ingoing contribution after 3 years of residence.			
	The minimum exit fee is 15% of your ingoing contribution x 1/365.			
	<b>Note from the scheme operator:</b> The minimum exit fee is for 1 day of residence.			
11.2 What other exit	☐ Sale costs for the unit			
costs do residents need to pay or	☐ Legal costs			
contribute to?	☐ Other costs			
Part 12 - Reinstatement	Part 12 - Reinstatement and renovation of the unit			
12.1 Is the resident	⊠ Yes □ No			
responsible for reinstatement of the unit when they leave the unit?	Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:			
	fair wear and tear; and			
	renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.			

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

Retirement Villages Act 1999 • Section 74 • Form 3 • V9 • December 2022

item or causes accelerated wear.

**Note from the scheme operator:** Residents are only responsible for damage they cause to the accommodation unit. The scheme operator will pay all other costs associated with reinstatement work.

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?

 $\boxtimes$  N

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.

#### 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?

 $\boxtimes$ 

No

#### Part 14 - Exit entitlement 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?

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident less the following amounts which are paid by you to us by way of set-off:

- if the contract is a Later contract, the exit fee;
- any costs of any Reinstatement Work required due to damage the resident has caused to the unit: and
- any other amounts the resident owes under the residence contract or any other agreements the resident has with the scheme operator or its related parties about the provision of goods and services in the retirement village.

If the contract is a **Bond** contract, the Establishment Fee paid on entry is non-refundable, except if you leave during the Money Back Guarantee period.

If the contract is a **Now** contract, the Upfront Management Fee paid to the scheme operator on entry is non-refundable, except if your contract ends in the first 2 years, then you will receive a partial refund as follows:

Period from moving in to the contract end date:

Portion of Upfront Management Fee refunded:

	Under the Money Back Guarantee, within 6 months of moving in*	100%
	Equal to or less than 2 years (unless the Money Back Guarantee applies)	100% on the occupation date, reducing to 0% on a pro-rata daily basis over the 2 year period starting on the occupation date
	More than 2 years	No refund
	*Please refer to part 17.1 of this document for details of the Money Back Guarantee	

#### 14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract
  - which ranges from 3 months to 6 months after the termination of the residence contract, depending on your contract option

**Note from the scheme operator:** Except if the Money Back Guarantee applies (see part 17.1 for details), the residence contract requires payment of the exit entitlement at the following times after vacant possession of the unit is provided:

Bond: 3 months

Now: 6 months

Later: 6 months

- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

### 14.3 What is the turnover of units for sale in the village?

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

7 accommodation units were resold during the last financial year 19 months was the average length of time to sell a unit over the last three financial years

#### Part 15 - Financial management of the village

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

General Services Charges Fund for the last 3 years			
Financial Year	Deficit/Surplus	Balance	Change from previous year
2021/22	\$108,357	\$223,776	-6.12%
2020/21	\$115,419	\$115,419	356.37%

	2019/20	-\$45,021	\$0		120.12%
	Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available  Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$223,779	
				\$263,468	
	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available		\$2,480		
	1 1	of a resident ingoi applied to the Cap t Fund	-	N/A (amounts are paid each year as recommended by the quantity surveyor's report)	
	resident's ing determined b report, to the	pays a percentagoing contribution by a quantity surve Capital Replacer used for replacing tal items.	, as eyor's nent Fund.		
	OR  the village is not yet operating.				
Part 16 – Insurance					
The village operator mus village, including for:	t take out gener	al insurance, to fo	ıll replaceme	nt value, fo	or the retirement
communal facilities	s; and				
• the accommodation	n units, other th	an accommodati	on units owne	ed by resid	lents.
Residents contribute toward	ards the cost of	this insurance as	part of the G	eneral Se	rvices Charge.
16.1 Is the resident responsible for arranging any insurance cover?	⊠ Yes □	No	lo for these :		oolioioo:
If yes, the resident is responsible for these insurance policies:					

#### Part 17 - Living in the village Trial or settling in period in the village 17.1 Does the village ☐ No offer prospective residents a trial period

Contents insurance (for the resident's property in the unit)

Public liability insurance (for incidents occurring in the resident's unit)

Workers' compensation insurance (for the resident's employees or

Third-party insurance (for the resident's motor vehicles or mobility

contractors)

devices)

insurance policies:

or a settling in period in the village?				
If yes: provide details including length of period, relevant time frames and any costs or conditions	A settling-in period of <b>6 months</b> applies to new residents (referred to as a Money Back Guarantee). If the resident gives notice of termination of their residence contract and delivers vacant possession of the unit within 6 months of the occupation date, the exit entitlement will be paid within 45 days of the resident giving vacant possession. The resident will not be required to pay an exit fee, or to pay service fees from the date vacant possession is given.  If the residence contract is:			
	a Bond contract, the Establishment Fee will be repaid; or			
	a Now contract, 100% of the Upfront Management Fee will be repaid.			
	All other departure conditions and costs apply.			
Pets				
17.2 Are residents	⊠ Yes □ No			
allowed to keep pets? If yes, specify any	Pets are welcome with the scheme operator's prior consent.			
restrictions or conditions on pet ownership				
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)	Visitors may stay with a resident for up to 4 weeks in a 12 month period.  Longer stays should be discussed with the community manager.			
Village by-laws and village rules				
17.4 Does the village	⊠ Yes □ No			
have village by-laws?	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	⊠ Yes □ No			
the village?	If yes: As set out in the residence contract. Additional rules may also be made by the scheme operator from time to time about units, the village facilities and behaviour in the village.			

Resident	input		
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act</i> 1999?		⊠ Yes □ No	
		By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.	
		You may like to ask the community manager about an opportunity to talk with members of the resident committee about living in this village.	
Part 18 - /	Accreditation		
18.1 Is the	e village ly accredited	No, village is not accredited     ■     No, village is not accredited     No, village is not accredited	
through a	n industry- creditation	☐ Yes, village is voluntarily accredited through: N/A	
		accreditation schemes are industry-based schemes. The <i>Retirement</i> ot establish an accreditation scheme or standards for retirement villages.	
Part 19 - \	Waiting list		
	s the village a waiting list	☐ Yes ⊠ No	
Access to	o documents		
and a pro inspect o the reque	spective resider take a copy of state	al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at ne request is given).	
⊠ Cer	tificate of regist	ration for the retirement village scheme	
		r current title search for the retirement village land	
⊠ Plaı			
	☐ An approved redevelopment plan for the village under the <i>Retirement Villages Act</i>		
	An approved transition plan for the village An approved closure plan for the village		
⊠ The	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 g	jeneral services	charges fund (or income and expenditure for general services) at the	
	•	three financial years of the retirement village palance 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		

- ∀illage 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 Communities, Housing and Digital Economy website.

#### **Further information**

If you would like more information, contact the Department of Communities, Housing and Digital Economy

on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

#### **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: <a href="mailto:regulatoryservices@hpw.qld.gov.au">regulatoryservices@hpw.qld.gov.au</a> Website: <a href="mailto:www.chde.qld.gov.au/housing">www.chde.qld.gov.au/housing</a>

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

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

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

Phone: 132 300

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

retirement

#### Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>
Website: <a href="mailto:https://caxton.org.au">https://caxton.org.au</a>

#### **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: <a href="mailto:enquiries@qcat.qld.gov.au">enquiries@qcat.qld.gov.au</a>
Website: <a href="mailto:www.qcat.qld.gov.au">www.qcat.qld.gov.au</a>

#### **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 more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au