Retirement Villages

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village:

Tranquility Gardens Retirement Living

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 https://www.aveo.com.au/communities/tranquility-gardens/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.



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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 21 October 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: Tranquility Gardens Retirement Living | | | | |
| | Street address: 5 Mildura Drive | | | | |
| 1 | Suburb: Helensvale State: | QLD Post Code: 4212 | | | |
| 1.2 Owner of the land on which the retirement village scheme is located | Name of land owner: Aveo Leisure Services Pty Ltd Australian Company Number (ACN): 010 668 943 Address: Level 6, 50 Longland Street | | | | |
| | Suburb: Newstead State: QLD Post Code: 4006 | | | | |
| | Note from the scheme operator: The village comprises Tranquility Gardens Community Titles Scheme 20901 under the Body Corporate and Community Management Act 1997. Some of the lots in the scheme are units owned by current residents. The other lots, including the remaining units (which are leased to new residents), the community centre and other facilities, are owned by Aveo Leisure Services Pty Ltd. The common property is owned by the body corporate for the community titles scheme. | | | | |
| 1.3 Village operator | Name of entity that operates the retirement village (scheme operator): | | | | |
| | Aveo Leisure Services Pty Ltd | | | | |
| | Australian Company Number (ACN): 010 668 943 | | | | |
| | Address: Level 6, 50 Longland Street | | | | |
| | Suburb: Newstead State: QLD Post Code: 4006 | | | | |
| | Date entity became operator: 30 June 2000 | | | | |

| 1.4 Village | Name of village management entity and contact details: | | | |
|---|---|--|--|--|
| management and onsite availability | Aveo Leisure Services Pty Ltd | | | |
| | Australian Company Number (ACN): 010 668 943 | | | |
| | Phone: 13 28 36 Email: sales@aveo.com.au | | | |
| | An onsite manager (or representative) is available to residents: | | | |
| | ☑ Full time☑ Other 24/7 Vital Call | | | |
| | Onsite availability includes: | | | |
| | Weekdays: 8:30am - 4:30pm (office open 9.00am - 4.00pm) | | | |
| | Weekends: No availability | | | |
| 1.5 Approved closure plan or transition plan | Is there an approved transition plan for the village? \Box Yes \boxtimes No | | | |
| for the retirement village | 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 | | | |
| | 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. | | | |
| Part 2 - Age limits | | | | |
| 2.1 What age limits apply to residents in this village? | Residents must be at least 55 years old. | | | |
| ACCOMMODATION, FA | CILITIES AND SERVICES | | | |
| Part 3 - Accommodation | 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: | Licence (non-owner resident) | | | |
| | Share in company title entity (non-owner resident) | | | |
| | □ Unit in unit trust (non-owner resident) | | | |
| | Rental (non-owner resident) | | | |
| | □ Other | | | |

| | Not | Note from the scheme operator: | | | |
|---|---|--------------------------------|---|----------------------------------|-------------------------|
| | The retirement village also contains freehold units that are occupied by resident owners. | | | | |
| | Although not obliged to, an owner resident is entitled to choose whether to sell their unit as leasehold or freehold tenure. | | | | |
| | | When a unit is prepared. | s sold on a freeh | old basis, the disc | closure is individually |
| Accommodation types | . , | | | | |
| 3.2 Number of units by accommodation type and tenure | | | iits in the village, orey building wit | | single storey units, |
| Accommodation Unit | Free | ehold | Leasehold | Licence | Other |
| Independent living units | | | | | |
| - Studio | 6 | | 8 | | |
| - One bedroom | | | | | |
| - Two bedroom | 38 | | 63 | | |
| - Three bedroom | | | | | |
| Serviced units | | | | | |
| - Studio | | | | | |
| - One bedroom | | | | | |
| - Two bedroom | | | | | |
| - Three bedroom | | | | | |
| Other: 2 bedroom + study ILU | | | | | |
| Total number of units | 44 | | 71 | | |
| Access and design | | | | | |
| 3.3 What disability access and design features do the units | ☑ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in □ all ⊠ some units | | | | |
| and the village contain? | \boxtimes Alternatively, a ramp, elevator or lift allows entry into \square all \boxtimes some units | | | | |
| | | Step-free (ho | bless) shower ir | n 🗆 all 🗆 some u | nits |
| | Width of doorways allow for wheelchair access in all some units | | | s in □ all □ some | |
| | \boxtimes | Toilet is acce | essible in a whee | lchair in \boxtimes all \Box | some units |
| | | | | | |
| | | | | | |
| I | I | | | | |

| Part 4 - Parking for resid | dents and visitors | | |
|--|--|--|--|
| 4.1 What car parking in the village is | Some units with own garage or carport attached or adjacent to the unit | | |
| available for residents? | Some units with own garage or carport separate from the unit | | |
| | General car parking for residents in the village | | |
| | Other parking e.g. caravan or boat: | | |
| | No car parking for residents in studio units in the village – 14 studio units | | |
| | Restrictions on resident's car parking include: No vans or motor homes are permitted in the village. | | |
| 4.2 Is parking in the village available for visitors? | 🛛 Yes 🗆 No | | |
| If yes, parking restrictions include: | Visitors are required to park in spaces that are designated for visitors. | | |
| Part 5 - Planning and de | velopment | | |
| 5.1 Is construction or | Year village construction started: 1988 | | |
| development of the village complete? | Fully developed / completed | | |
| 0 | Partially developed / completed | | |
| | 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 <i>Retirement Villages</i> <i>Act 1999</i> | Is there an approved redevelopment plan for the village under the Retirement Villages Act? □ Yes ⊠ No 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. | | |
|---|---|---|--|
| 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 Auditorium BBQ area outdoors BBQ area outdoors Billiards room Bowling green [indoor] (not functional) Business centre (e.g. computers, printers, internet access) Chapel / prayer room Communal laundries Community room or centre Dining room Gardens Gym Hairdressing or beauty room Library | Medical consultation room Restaurant Shop Swimming pool [outdoor, heated] Separate lounge in community centre Spa [outdoor, heated] Storage area for boats / caravans Tennis court Village bus or transport Workshop Other: | |
| there are any restrictions | on access or sharing of facilities (e | | |
| Kitchen supplies via socia | I club are not funded from the Gen | eral Services Charge. | |
| 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 <i>Retirement Villages Act 1999</i> (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 <i>Aged Care Act 1997 (Cwth)</i> . 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 4 What comisses are | Concret Comisses' provided to all residents are: |
|---|---|
| 7.1 What services are provided to all village | 'General Services' provided to all residents are: |
| residents (funded from the General Services | Operating the retirement village for the benefit and enjoyment of residents. |
| Charge fund paid by | Managing the community areas and facilities. |
| residents)? | 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, maintaining and repairing the community areas and facilities. |
| | Maintaining, repairing and replacing 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 village manager, cleaning and maintenance personnel, security personnel, personal care and nursing 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 <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate. |
| | Complying with the <i>Retirement Villages Act 1999</i> . |
| | • Any other general service funded via a general services charges budget for a financial year. |
| | The General Services are provided subject to the scheme operator or its related party remaining appointed as the caretaker and body corporate manager for the community titles scheme for the village from time to time. |
| 7.2 Are optional personal services provided or made | 🗆 Yes 🖾 No |

| available to residents on a user-pays basis? | |
|---|---|
| 7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)? | Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number) Yes, home care is provided in association with an Approved Provider: Aveo Home Care Services Pty Ltd ACN 604 625 185 No, the operator does not provide home care services, residents can arrange their own home care services |
| Home Support Program s an aged care assessment | by be eligible to receive a Home Care Package, or a Commonwealth ubsidised by the Commonwealth Government if assessed as eligible by t team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care by the <i>Retirement Villages Act 1999</i> (Qld). |
| Residents can choose the retirement village pr | heir own approved Home Care Provider and are not obliged to use ovider, if one is offered. |
| Part 8 - Security and em | ergency systems |
| 8.1 Does the village have a security system? If yes: the security system | Still shot camera at village entrance, community car park and external |
| details are: | access gate triggered by motion detectors. Systems monitored on ad hoc basis by onsite representative. |
| the security system is monitored between: | 24 hours a day, 7 days a week. |
| 8.2 Does the village have an emergency help system? If yes or optional: the emergency help system details are: | Yes - all residents Optional No Emergency response system equipment is installed in each accommodation unit and in all common areas which allows residents to activate an emergency call. An external provider assess and deals with calls in accordance with agreed protocols. |
| the emergency help system is monitored between: | 24 hours a day, 7 days a week. |
| 8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator: | Yes No First aid kit, defibrillator, adequate lighting of common areas, locks on doors, fire protection equipment as required by law. |

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 | Accommodation U | nit | Range of ingoing c | ontribution |
|--|---|---------------------|---|---|
| estimated ingoing | Independent living u | inits | | |
| contribution (sale price) range for all types of units in the | - Studio | | \$190,600 | |
| | - One bedroom | | | |
| village | - Two bedrooms | 5 | \$355,000 to \$369,00 | 0 |
| | - Three bedroon | ns | | |
| | Serviced units | | | |
| | - Studio | | | |
| | - One bedroom | | | |
| | - Two bedrooms | 5 | | |
| | - Three bedroon | ns | | |
| | Other: | | | |
| | Full range of ingoin contributions for a types | - | \$190,600 to \$369,000 | |
| | Note from the scheme operator: The ingoing contribution is Payment' in the residence contract. | | | |
| | The ingoing contribu | ution ab | ove is the standard i | ngoing contribution. |
| | The standard ingoin and Later contract of | - | ••• | contribution for the Now |
| | | - | - | ontract is 140% of the ablishment Fee (see part |
| | | | resident must pay an l I ingoing contribution. | Upfront Management |
| 9.2 Are there different | 🛛 Yes 🗌 No | | | |
| financial options available for paying | There are 3 contract options available: | | | |
| the ingoing | Bond | | | |
| contribution and exit fee or other fees and | • Now | | | |
| charges under a | Later | | | |
| residence contract? If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and | • Later The key differences between the 3 contract options are: | | | |
| | | | | |
| | Contract ontion | Exit Fe (refer I | ee Part 11) | Exit entitlement payment date after vacating the village (refer Part 14.2) |
| less or no exit fee. | exit fee. | | | |

| | Bond | Not applicable | 3 months | |
|--|---|--|----------|--|
| | Now | Not applicable – paid upfront | 6 months | |
| | Later | Deferred Management Fee (maximum 35% over 3 years) | 6 months | |
| | Note: Not all contract options are available for serviced apartments. Please contact the scheme operator if more information is required. | | | |
| 9.3 What other entry costs do residents need to pay? | Transfer or stamp duty (plus additional foreign acquirer duty) if the contract is a <i>Now</i> contract <i>Note from the scheme operator:</i> The scheme operator may elect to pay any stamp duty applicable under the <i>Now</i> 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 | | | |
| | Advance payment of General Services Charge | | | |
| | ⊠ Other costs: | | | |
| | • Establishment Fee (if the contract is a <i>Bond</i> contract). This amount is not refundable. Please contact the scheme operator if more information is required. | | | |
| | • Upfront Management Fee (if the contract is a <i>Now</i> contract). This amount is not refundable except in the circumstances described in part 14.1. | | | |

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 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 | | |
| - Studio | \$131.68 | \$18.82 |
| - Two bedrooms | \$165.85 | \$23.52 |
| All units pay a flat rate | - | - |

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 -) |
|-------------------|--|---|---|---|
| 2023/24 | \$119.49 to \$149.37 | 8.48% to 8.95% | \$18.15 to \$22.68 | -1.52% |
| 2022/23 | \$109.67 to \$137.69 | 4.28% | \$18.43 to \$23.03 | 32.28% |
| 2021/22 | \$105.64 to \$132.04 | 1.84% | \$13.93 to \$17.41 | 0.83% |

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 | | |
| - Studio | \$4.98 | \$8.69 |
| - Two bedrooms | \$7.48 | \$13.03 |

Note from the scheme operator: Body corporate fees are included in the General Services Charges disclosed above.

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

| Financial year | Body Corporate Administrative Fund fee | Overall % change from previous year | Sinking Fund contribution (weekly) | Overall % change from previous year |
|-------------------|--|---|--|---|
| | (weekly) | (+ or -) | | (+ or -) |
| 2023/24 | N/A to N/A | N/A | \$7.28 to \$10.92 | -5.33% to 10.92% |

| 2022/23 | N/A to N/A | | N/A | \$5.60 to \$8.41 | | 7.69% to 7.82% |
|---|------------|--|--|------------------|--------------|----------------|
| 2021/22 | N/A to N/A | | N/A | \$5.2 | 20 to \$7.80 | 0% |
| 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 ☐ Home insurance (freehold units only) ☑ Internet ☑ Electricity ☑ Gas ☑ Other | | | | |
| 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 None Additional information: Residents are responsible for maintenance and repairs. The scheme operator is responsible for replacements. | | | | |
| 10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? If yes: provide details, including any charges for this service. Part 11 - Exit fees- wher | | Details a | e onsite maintenance vailable from village | - | | time gardener. |
| | • | • | fee to the operator w also referred to as a | | - | • |
| 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 residents pay an exit fee calculated using the same formula Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract No exit fee Other | | | | |
| | | 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. | | | | |
| | Note from the scheme operator : The exit fee is called the 'Deferred Management Fee' in the residence contract. | | | | |
| Bond | | | | | |
| Not applicable (there is r | וס exit fee) | | | | |
| Now | | | | | |
| Not applicable (there is r | 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 occ out on a daily basis. | cupation is not a whole number of years, the exit fee will be worked | | | | |
| The maximum (or cappe residence. | ed) exit fee is 35% of the ingoing contribution after 3 years of | | | | |
| | 15% of your ingoing contribution x 1/365. | | | | |
| Note from the scheme | operator: The minimum exit fee is for 1 day of residence. | | | | |
| 11.2 What other exit costs do residents | Sale costs for the unit | | | | |
| need to pay or contribute to? | Legal costs | | | | |
| | □ Other costs | | | | |
| 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 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 | No | | | |
| responsible for renovation of the unit when they leave the | Renovation means replacements or repairs other than reinstatement work. | | | |
| unit? | 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 <i>gain</i> or capital <i>loss</i> on the resale of their unit? | No | | | |
| Part 14 - Exit entitlemen | t or buyback of freehold units | | | |
| | amount the operator may be required to pay the former resident under a ne 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 <i>Later</i> contract, the exit fee; | | | |

| any costs of any Reinstatement resident has caused to the unit; | |
|--|---|
| any other amounts the resident contract or any other agreemen operator or its related parties al services in the retirement villag | ts the resident has with the bout the provision of goods and |
| If the contract is a <i>Bond</i> contract, the non-refundable, except if you leave du period. | |
| f the contract is a <i>Now</i> contract, the L he scheme operator on entry is non-re ends in the first 2 years, then you will i | efundable, except if your contract |
| 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 occupatio date |
| More than 2 years | No refund |
| * Please refer to part 17.1 of this doc | |

| 14.2 When is the exit | By law, the o | perator must pay the | e exit entitle | ement to a | former resident |
|--|---|--|----------------------|----------------|---------------------------|
| entitlement payable? | on or before the earliest of the following days: | | | | |
| | • the day stated in the residence contract | | | | |
| | which may range 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 for5 accommodation units were vacant as at the end o year | | e end of th | ne last financial | | |
| sale in the village? | 15 accommodation units were resold during the last financial year | | | | |
| | 3 months was the average length of time to sell a unit over the last three financial years | | | | |
| Part 15 - Financial mana | gement of the | e village | | | |
| 15.1 What is the | | rvices Charges Fu | nd for the la | ast 3 vears | 5 |
| financial status for the funds that the operator | Financial Year | Deficit/Surplus | Balance | , | Change from previous year |
| is required to maintain under the <i>Retirement</i> | 2022/23 | -\$25,496 | \$14,014 | | -64.53 |
| Villages Act 1999? | 2021/22 | \$15,813 | \$39,510 | | -218.04% |
| | 2020/21 | -\$13,396 | \$23,697 | | -202.25% |
| | Fund for las | General Services C t financial year OR full financial year a | last | | |
| | Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year availableMRF Community Areas and Facilities: \$35,824 | | - | | |
| | MRF Leasehold Units: | | | asehold Units: | |

| | \$107,470 MRF Painting Fund: \$37,297 |
|--|---|
| Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available | \$47,867 |
| Percentage of a resident ingoing contribution applied to the Capital Replacement Fund | N/A (amounts are paid each year as recommended by the |
| 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. | quantity surveyor's report) |

Part 15 - Financial management of the Body Corporate

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

Note from the scheme operator: Leasehold residents contribute to the body corporate funds set out below via the administrative fund and sinking fund levies included in the General Services Charge.

| 15.1 What is the | Administrative Fund for the last 3 years | | | | |
|---|---|-----------------|---------|----------|--|
| financial status of the Body Corporate funds in a freehold village? | Financial Year | Deficit/Surplus | Balance | | Change in balance from previous year |
| | 2022/23 | N/A | N/A | | N/A |
| | 2021/22 | N/A | N/A | | N/A |
| | 2020/21 | N/A | N/A | | N/A |
| | Balance of the Sinking Fund to cover spending of a capital or non-recurrent nature for the last financial year <i>OR</i> last quarter if no full financial year available OR □ the village is not yet operating. | | | \$29,662 | |

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 (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 contractors) Third-party insurance (for the resident's motor vehicles or mobility devices) |
|---|--|
| Part 17 - Living in the vi | llage |
| Trial or settling in period in | n the village |
| 17.1 Does the village offer prospective residents a trial period or a settling in period in the village? If yes: provide details including length of period, relevant time frames and any costs or conditions | Yes No A settling-in period of 6 months 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. |
| Pets | |
| 17.2 Are residents allowed to keep pets? If yes, specify any restrictions or conditions on pet ownership | Yes INO Pets are welcome with the scheme operator's prior consent. |
| 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 village manager.

| , , | | | | | |
|--|---|--|--|--|--|
| Village by-laws and villa | ge 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 | 🛛 Yes 🗌 No | | | | |
| have a residents committee established under the <i>Retirement</i> <i>Villages Act 1999</i> ? | 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. | | | | |
| Part 18 - Accreditation | | | | | |
| 18.1 Is the village | $oxedsymbol{\boxtimes}$ No, village is not accredited | | | | |
| voluntarily accredited through an industry- based accreditation scheme? | \Box Yes, village is voluntarily accredited through: N/A | | | | |
| - | accreditation schemes are industry-based schemes. The <i>Retirement</i> of 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 | | | | |

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*
- \Box 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 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: <u>www.qld.gov.au/retirementvillages</u> For more information on retirement villages and other seniors living options: <u>www.qld.gov.au/seniorsliving</u>

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: <u>www.hpw.qld.gov.au/housing</u>

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

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: <u>caxton@caxton.org.au</u> 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: <u>enquiries@qcat.qld.gov.au</u> 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: <u>www.justice.qld.gov.au</u>

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: <u>www.livablehousingaustralia.org.au</u>