# Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: The Newstead Residences

# 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.

Form

- 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/newstead/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: The Newstead Residences					
	Street address: 50 Longland Street					
	Suburb:	Newstead	State:	QLD	Post Code:	4006
1.2 Owner of the land	Name of	land owner: FKP Co	mmercial D	)evelopr	nents Pty Ltd	
on which the retirement village	Australia	n Company Number	(ACN): 010	0 750 96	64	
scheme is located	Address:	Level 6, 50 Longlan	d Street			
	Suburb:	Newstead	State:	QLD	Post Code:	4006
1.3 Village operator	Name of entity that operates the retirement village (scheme operator):					
	Aveo Retirement Homes (No 2) Pty Ltd (as agent of the owner)					
	Australian Company Number (ACN): 069 131 111					
	Address: Level 6, 50 Longland Street					
	Suburb:	Newstead	State:	QLD	Post Code	e: 4006
	Date enti	ty became operator:	19 Octo	ber 201	7	
	Note from	m the scheme opera	ator:			
	FKP Commercial Developments Pty Ltd ( <b>Head Lessor</b> ) is the registered owner of the retirement village land. The Head Lessor has granted a 99 year lease of the retirement village land to The Newstead Residences Holdings Pty Ltd ( <b>Sub-Lessor</b> ).					
	The Sub-Lessor has granted a sub-lease of the retirement village land to Aveo Retirement Homes (No 2) Pty Ltd ACN 069 131 111 ( <b>scheme</b> <b>operator</b> ). Residents acquiring a right to reside in an accommodation unit will be required to enter into a sub-sub-lease with the scheme operator.					

1.4 Village management and	Name of village management entity and contact details:			
onsite availability	Aveo Retirement Homes (No 2) Pty Ltd			
	Australian Company Number (ACN): 069 131 111			
	Phone: 13 28 36 Email: sales@aveo.com.au			
	An onsite manager (or representative) is available to residents:			
	⊠ Full time			
	Onsite availability includes:			
	Weekdays: 8:30am – 4:30pm			
	Weekends: No availability			
1.5 Approved closure	Is there an approved transition plan for the village?			
plans or transition plan for the retirement	□ Yes ⊠ No			
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?			
	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.			
	CILITIES AND SERVICES 1 units: Nature of ownership or tenure			
3.1 Resident	Freehold (owner resident)			
ownership or tenure of 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			

<b>Note from the scheme operator:</b> Residents are required to enter into a sub-sub-lease in respect of their accommodation unit. See item 1.3 above.			
There are 199 units in the village, comprising no single storey units, 199 units in a multi-storey building with 19 levels.			
<b>Note from Scheme Operator:</b> Until around April 2024, units on level 9 of the village were leased as serviced apartments. These 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.			
Freehold	Leasehold	Licence	Other
	25		
90			
48			
	36		
	199		
☑ 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			
☑ Alternatively, a ramp, elevator or lift allows entry into ⊠ all □ some units			
🛛 Step-free (ho	bless) shower in $ riangle$	🛛 all 🗆 some units	
⊠ Width of doo units	rways allow for wh	eelchair access in	□ all ⊠ some
⊠ Toilet is acce	essible in a wheelcl	hair in □ all ⊠ som	ne units
Other key features in the units or village that cater for people with disability or assist residents to age in place			
	sub-sub-lease in above.         There are 199 un         199 units in a mu         Note from Scheig of the village were being leased as i community who k a 'serviced apartit services.         Freehold         Freehold         Image: Step-free (hoo units)         Image: Step-free (hoo units)	sub-sub-lease in respect of their act above.         There are 199 units in the village, control of the sin a multi-storey building with the village were leased as service being leased as independent living to community who became residents previces.         Freehold       Leasehold         Freehold       Leasehold         25       90         48       1         36       1         199       199         Xevel access from the street internal step       36         199       199         Xevel access from the street internal step       199         Xeternatively, a ramp, elevator of units       199	sub-sub-lease in respect of their accommodation unit.         above.         There are 199 units in the village, comprising no single 199 units in a multi-storey building with 19 levels.         Note from Scheme Operator: Until around April 2024 of the village were leased as serviced apartments. The being leased as independent living units. Some reside community who became residents prior to this change a 'serviced apartment' contract and receive a number of services.         Freehold       Leasehold       Licence         90       25       90         25       90       90         36       90       90         199       199       90         25       90       90         199       48       90         199       199       90         199       199       90         199       199       90         199       199       90         199       199       90         199       199       90         199       199       90         199       199       90         199       199       90         199       199       90         199       199       90         199       90       90         <

Part 4 - Parking for resid	dents and visitors			
4.1 What car parking in the village is available for	Some units with own car park space separate from the unit (level 1 and 2 carparks)			
residents?	General car parking for residents 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 and may only park for a period of 4 hours.			
Part 5 - Planning and de	velopment			
5.1 Is construction or development of the	Year village construction started: 2016			
village complete?	Fully developed / completed			
	Partially developed / completed			
	Construction yet to commence			
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development,	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.			
including the final number and types of units and any new facilities.				
5.3 Redevelopment plan under the	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act?</i>			
<i>Retirement Villages Act 1999</i>	🗆 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.			
	<b>Note:</b> 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:	<ul> <li>Activities or games room</li> <li>Arts and crafts room</li> <li>Auditorium</li> <li>BBQ area outdoors</li> <li>BBQ area outdoors</li> <li>BIIIards room</li> <li>Bowling green [outdoor]</li> <li>Bowling green [outdoor]</li> <li>Business centre (e.g. computers, printers, internet access)</li> <li>Chapel / prayer room</li> <li>Communal laundries</li> <li>Community room or centre</li> <li>Dining room</li> <li>Gardens</li> <li>Gym</li> <li>Hairdressing or beauty room</li> <li>Library</li> </ul>	<ul> <li>Medical consultation room</li> <li>Restaurant</li> <li>Shop</li> <li>Swimming pool</li> <li>Separate lounge in community centre</li> <li>Spa</li> <li>Storage area for boats / caravans</li> <li>Tennis court</li> <li>Village bus or transport</li> <li>Workshop</li> <li>Other: Cinema, exercise studio, virtual golf, café, day spa, car wash bay</li> </ul>
	hat is not funded from the General on access or sharing of facilities (e	Services Charge paid by residents or if g with an aged care facility).
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility? No Name of residential aged care facility and name of the approver provider: Newstead Grand Care Community, DPG Services Pty Ltd ACN 999.		

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

	No, the operator does not provide home care services, residents can arrange their own home care services			
home care services under the <i>Aged Care</i> <i>Act 1997 (Cwth)</i> ?	Yes, home care is provided in association with an Approved Provider: Aveo Home Care Services Pty Ltd ACN 604 625 185			
7.3 Does the retirement village operator provide government funded	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)			
	<b>Note from scheme operator:</b> Residents in the community who occupy a serviced apartment may receive some meals served in the dining are weekly supply of laundered linen and weekly housekeeping services as part of paying higher service fees. These services are not compulsory f new residents who select an independent living unit and are provided a optional services on a fee for service basis. The scheme operator may any time change the availability of optional services at the community without notice.			
personal services provided or made available to residents on a user-pays basis?	<b>Note from the scheme operator for serviced apartments:</b> You will be required to pay for any personal services you obtain on a 'user pay' basis, and on the terms and conditions set out in the Personal Services Agreement.			
7.2 Are optional	⊠ Yes □ No			
	These support services are not compulsory for new residents who select an independent living unit. Optional services are available 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.			
	<b>Note from the Scheme Operator:</b> Residents who occupy a serviced apartment may receive some meals served in the dining area, weekly supply of laundered linen and weekly housekeeping 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 residents who occupy an independent living unit given additional services are received.			
	Weekly supply of laundered linen.			
	Minimum two meals per day served in the dining area.			
	<ul><li>Weekly housekeeping.</li></ul>			
	'Support Services' (provided to residents of serviced apartments only)			
	<ul> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>			
	Complying with the <i>Retirement Villages Act 1999</i> .			
	residence contract or that the scheme operator otherwise deems appropriate.			

**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?	🛛 Yes 🗌 No			
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 hour are monitored on an ad hoc basis	s a day, 7 days per week. The systems s by an onsite representative.		
8.2 Does the village have an emergency help system?	⊠ Yes - all residents □	Optional 🗌 No		
If yes or optional:	Emergency response system equ	•		
<ul> <li>the emergency help system details are:</li> </ul>	accommodation unit and in all common areas which allows residents to activate an emergency call. An external provider assesses and deals with calls in accordance with agreed protocols.			
<ul> <li>the emergency help system is monitored between:</li> </ul>	24 hours a day, 7 days per week			
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:	Defibrillator, first aid kit, adequate lighting of common areas, locks on doors, fire protection equipment as required by law.			
COSTS AND FINANCIAL	_ MANAGEMENT			
Part 9 - Ingoing contribu	ution - 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.				
	Accommodation Unit	Range of ingoing contribution		

9.1 What is the	Independent Living	j Units		
estimated ingoing contribution (sale	- Studio			
price) range for all types of units in the	- One bedroom	1	\$385,200 to \$660,300	
village	- Two bedroom		\$554,200 to \$1	1,157,700
	- Three bedroo	ms	\$913,300 to \$1	1,399,800
	- Three bedroo study	ms plus	\$1,625,100 to	\$2,979,400
	Serviced Apartments			
	- Studio			
	- One bedroom	1	\$474,100 to \$6	60,300
	- Two bedroom	IS		
	- Three bedroo	ms		
	Full range of ingoing contributions for all unit types		\$385,200to \$2,979,400	
	<ul> <li>Note from the scheme operator: The ingoing contribution is the 'Entry Payment' in the residence contract.</li> <li>The ingoing contribution above is the standard ingoing contribution.</li> <li>The standard ingoing contribution is the ingoing contribution for the Now and Later contract options.</li> <li>The ingoing contribution payable for the Bond contract is 140% of the standard ingoing contribution (excluding the Establishment Fee (see part 9.3)).</li> </ul>			
	For the <b>Now</b> contra Fee of 20% of the s			Upfront Management
9.2 Are there different financial options	🛛 Yes 🗌 No			
available for paying	There are 3 contract options available:			
the ingoing contribution and exit	• Bond			
fee or other fees and charges under a	• Now			
residence contract?	• Later			
If yes: specify or set out in a table how the	The key differences between the 3 contract options are (other differences apply as well, please contact Aveo for details):			
contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	Contract option	Exit Fee (refer Part 1	1)	Exit entitlement payment date after vacating the village (refer Part 14.2)
	Bond	Not applicab	le	3 months
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	Now	Not applicable – paid	6 months	
		upfront		
	Later	Deferred Management Fee (maximum 35% over 3 years)	6 months	
	Note:			
	Not all contract	options are available for serviced	d apartments.	
	Please contact	the scheme operator if more info	rmation is required.	
9.3 What other entry costs do residents need to pay?	Transfer or stamp duty (plus additional foreign acquirer duty if any) 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 relat	Costs related to your residence contract		
	☑ Costs related to any other contract eg Personal Services Agreement			
	Advance payment of General Services Charge			
	⊠ Other cost	⊠ Other costs:		
	• <b>Establishment Fee</b> (if the contract is a <b>Bond</b> contract). This amount is not refundable.			
	• <b>Upfront Management Fee</b> (if the contract is a <i>Now</i> contract). This amount is not refundable except in the circumstances described in part 14.1.			
	Please contact the scheme operator if more information is required.			
Part 10 - Ongoing Cost	s - costs while l	iving 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 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		
- Two bedrooms		
- Three bedrooms		
Serviced Apartments		
- Studio		
- One bedroom	\$373.60	\$50.27
Other		
- ILU Boulevard – Levels 1 & 2, units 1010 and 1012	\$133.28	\$36.38
- ILU Level 9	\$154.68	\$36.38
- ILU Levels 10-17 (excl units 1010 and 1012)	\$168.69	\$51.81
- ILU Penthouse Level 18	\$196.81	\$58.79
- Extra Person Charge	\$121.25	
All units pay a flat rate	N/A	

**Note from the scheme operator:** New Serviced Apartments residents are required to pay the charges set out above. Existing Serviced Apartment residents receive rebates of \$116.02 per week for General Services Charge and Extra Person Charge (if applicable).

Last three years of General Services Charge and Maintenance Reserve Fund contribution (Independent Living Units)

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	\$128.21 to \$189.32	-0.44% to 0%	\$29.36 to \$47.45	21.22% to 62.84%
2022/23	\$128.78 to \$189.32	0.79%	\$24.22 to \$39.14	15.87%
2021/22	\$127.20 to \$187.83	-0.45%	\$20.90 to \$33.78	1.53%

Last three years of General Services Charge and Maintenance Reserve Fund contribution (Serviced Apartments)

Financial	General Se	rvicas	Overall %	Main	tenance	Overall %
year	Charge (range)		change from			change from
ycai	(weekly)		previous year	contribution (range)		previous year
	(weekiy)		providuo your	(weekly)		(+ or -)
2023/24	\$458.4		34.35%	\$40.57		21.58%
2022/23	\$341.19		3.05%	\$33.47		15.89%
2021/22	\$331.09		0.25%	\$28.88		5.56%
<b>Note from scheme operator:</b> Residents in the community who occupy a serviced apartner receive some meals served in the dining area, weekly supply of laundered linen and week housekeeping services as part of paying higher service fees. Optional services are provide fee for service basis for residents who select an independent living unit.					en and weekly	
10.2 What co relating to th	ne units	Contents insurance		└ Water		
are not cove General Ser	vices	Home insurance (freehold units only)			Telephone	
Charge? (res will need to	pay these		ectricity		⊠ Internet	
costs separa	ately)	🛛 Ga	IS		🛛 Pay TV	
					⊠ Other	
		only be If you h please Hot wa and Ne regardi fees, p	e available at the vill have any queries reg contact the village r ter and electricity ar htwork Energy Servio	age thi garding manage re only ces res re requ onnect	rough selected reta g available retail se er. available at the vi spectively. Separa uired. If you have a	llage via WinConnect te agreements any queries regarding
10.3 What of ongoing or o		🛛 Un	it fixtures			
costs for rep	oair, e and	⊠ Unit fittings				
maintenance replacement		⊠ Unit appliances				
in, on or atta						
the units are responsible		Additional information:				
pay for while in the unit?		Residents are responsible for maintenance and repairs. The scheme operator is responsible for replacements.				
10.4 Does the offer a main service or he residents ar repairs and maintenance unit?	tenance elp range		es 🗆 No			

Full time onsite maintenance person available. Details available from village manager.

## 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).

11.1 Do residents pay an exit fee when they permanently leave their unit?	$\Box$ 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		
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			
<b>Note</b> : 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.				
Note from the scheme operator: The minimum exit fee is for 1 day of residence.				
11.2 What other exit costs do residents need to pay or contribute to?	<ul> <li>Sale costs for the unit</li> <li>Legal costs</li> </ul>			
	□ 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.				
	<b>Note from the scheme operator:</b> 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?	<ul> <li>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:</li> <li>if the contract is a <i>Later</i> contract, the exit fee;</li> </ul>				

	1			
	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 operator or its related parties about the provision of goods and services in the retirement village.			
	If the contract is a <i>Bond</i> 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 <i>Now</i> 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 <b>earliest</b> of the following days:			
	the day stated in the residence contract			
	<ul> <li>which may range from 3 months to 6 months after the termination of the residence contract, depending on your contract option</li> <li>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:</li> </ul>			
	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?	<ul> <li>21 accommodation units (including 1 independent living units and 20 serviced apartments) were vacant as at the end of the last financial year</li> <li>14 accommodation units (including 8 independent living units and 6 serviced apartments) were resold during the last financial year</li> <li>4 months was the average length of time to sell a unit over the last three financial years</li> </ul>				
Part 15 - Financial mana	gement of the	village			
15.1 What is the financial status for the	General Ser	vices Charges Fu	nd for the la	ast 3 years	5
funds that the operator is required to maintain under the <i>Retirement</i>	Financial Year	Deficit/Surplus	Balance		Change from previous year
Villages Act 1999?	2022/23	-\$54,585	\$47,863		-77%
	2021/2022	\$187,422	\$212,448		198.58%
	2020/2021	\$62,771	\$72,255		-10.02%
	Balance of <b>General Services Charges</b> <b>Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$163,906	
	Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$214,621	
	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available			\$350,586	
	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			N/A (amounts are paid each year as recommended by the quantity surveyor's report)	
	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.				
	OR	llage is not yet ope	rating.		

## 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?	🛛 Yes 🗌 No		
If yes, the resident is responsible for these insurance policies:	<ul> <li>If yes, the resident is responsible for these insurance policies:</li> <li>Contents insurance (for the resident's property in the unit)</li> <li>Public liability insurance (for incidents occurring in the resident's unit)</li> <li>Workers' compensation insurance (for the resident's employees or contractors)</li> <li>Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul>		
Part 17 - Living in the vi	llage		
Trial or settling in period i	n the village		
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	Xes No		
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:		
	<ul> <li>a <i>Bond</i> contract, the Establishment Fee will be repaid; or</li> </ul>		
	<ul> <li>a Now contract, 100% of the Upfront Management Fee will be repaid.</li> </ul>		
	All other departure conditions and costs apply.		

Pets	
<b>17.2 Are residents</b> <b>allowed to keep pets?</b> If yes, specify any restrictions or conditions on pet ownership	Yes D No 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	nge 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	🛛 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</i> <i>Villages Act</i> 1999?	<ul> <li>Yes No</li> <li>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.</li> <li>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</li> </ul>

Part 18 - Accreditation				
18.1 Is the village voluntarily accredited through an industry- based accreditation scheme?	<ul> <li>☑ No, village is not accredited</li> <li>□ Yes, village is voluntarily accredited through: N/A</li> </ul>			
<b>Note</b> : Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> 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			

#### 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 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: <u>regulatoryservices@hpw.qld.gov.au</u> 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: <u>caxton@caxton.org.au</u> Website: <u>www.caxton.org.au</u>

## 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-</u> 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: <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: <u>www.qls.com.au</u>

## **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: 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