

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019



Bongaree

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.boltonclarke.com.au/living-options/retirement-living/bongaree/>
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
 - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
 - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

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

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

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

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Bongaree Street Address: 24 McDonald Street Suburb: Bongaree State: QLD Post Code: 4507
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Returned Services League of Australia (Queensland Branch) – ABN 79 902 601 713 Australian Company Number (ACN): Address: PO Box 629 Suburb: Spring Hill State: QLD Post Code: 4004
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): RSL Care RDNS Limited Australian Company Number (ACN): 010 488 454 Address: Level 3, 44 Musk Avenue Suburb: Kelvin Grove State: QLD Post Code: 4059 Date entity became operator: 1992
1.4 Village management and onsite availability	Name of village management entity and contact details: RSL Care RDNS Limited Australian Company Number (ACN): 010 488 454 Phone: 07 5490 6307 Email: bongareerv@boltonclarke.com.au An onsite manager (or representative) is available to residents: <input checked="" type="checkbox"/> Part Time Onsite availability includes: Weekdays: Every other Tuesday and every Friday: 9:00am to 3:00pm Weekends: Not Available

<p>1.5 Approved closure plans and transition plans for the retirement village</p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p>1.6 Statutory Charge over retirement village land.</p>	<p><i>Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.</i></p> <p><i>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. If 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.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p>
<p>Part 2 – Age limits</p>	
<p>2.1 What age limits apply to residents in this village?</p>	<p>Generally, residents are required to be a minimum of 65 years old, but the scheme operator may approve residents who are not yet 65.</p> <p>Applications for persons not meeting the minimum age are considered on a case by case basis.</p>

ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

3.1 Resident ownership or tenure of the units in the village is:

- Freehold (owner resident)
- Lease (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

Accommodation types

3.2 Number of units by accommodation type and tenure

There are 50 units in the village, comprising 50 single storey units; 0 units in multi-storey building with 0 levels

Accommodation Unit	Freehold	Leasehold	Licence	Other: Rental
Independent living units				
Studio				
- One bedroom			4	12
- Two bedrooms			32	2
- Three bedrooms				
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units			36	14

Access and design

3.3 What disability access and design features do the units and the village contain?

- Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in some units
- Alternatively, a ramp, elevator or lift allows entry into some units
- Step-free (hobless) shower in some units
- Width of doorways allow for wheelchair access in some units
- Toilet is accessible in a wheelchair in 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 residents and visitors

<p>4.1 What car parking in the village is available for residents?</p>	<p><input checked="" type="checkbox"/> Some units with own garage or carport attached or adjacent to the unit</p> <p><input type="checkbox"/> Some units with own garage or carport separate from the unit</p> <p><input type="checkbox"/> Some units with own car park space adjacent to the unit</p> <p><input checked="" type="checkbox"/> Some units with own car park space separate from the unit</p> <p><input type="checkbox"/> General car parking for residents in the village</p> <p><input type="checkbox"/> Other parking e.g. caravan or boat</p> <p><input checked="" type="checkbox"/> 12 units with no car parking for residents</p> <p><input type="checkbox"/> No car parking for residents in the village</p> <p>Note from the scheme operator: restrictions on resident's car parking include: Residents may only park in the Village if they have a carport or garage or an agreement to use one of the car parks. Visitor parking is for visitors only.</p>
<p>4.2 Is parking in the village available for visitors?</p> <p>If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Details of restrictions are available on request.</p>

Part 5 – Planning and development

<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started: 1992</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
<p>5.2 Construction, development applications and development approvals</p> <p>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>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></p> <p>Not applicable</p>

<p>5.3 Redevelopment plan under the Retirement Villages Act 1999</p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</i></p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>
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Part 6 – Facilities onsite at the village

<p>6.1 The following facilities are currently available to residents:</p>	<p><input type="checkbox"/> Activities or games room</p> <p><input type="checkbox"/> Arts and crafts room</p> <p><input type="checkbox"/> Auditorium</p> <p><input checked="" type="checkbox"/> BBQ area outdoors</p> <p><input checked="" type="checkbox"/> Billiards room</p> <p><input checked="" type="checkbox"/> Bowling green [indoor/outdoor]</p> <p><input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access)</p> <p><input type="checkbox"/> Chapel / prayer room</p> <p><input type="checkbox"/> Communal laundries</p> <p><input checked="" type="checkbox"/> Community room or centre</p> <p><input type="checkbox"/> Dining room</p> <p><input checked="" type="checkbox"/> Gardens</p> <p><input type="checkbox"/> Gym</p> <p><input type="checkbox"/> Hairdressing or beauty room</p> <p><input checked="" type="checkbox"/> Library</p>	<p><input type="checkbox"/> Medical consultation room</p> <p><input type="checkbox"/> Restaurant</p> <p><input type="checkbox"/> Shop</p> <p><input checked="" type="checkbox"/> Swimming pool [indoor/outdoor] [heated/not heated]</p> <p><input type="checkbox"/> Separate lounge in community centre</p> <p><input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated]</p> <p><input type="checkbox"/> Storage area for boats / caravans</p> <p><input type="checkbox"/> Tennis court [full/half]</p> <p><input checked="" type="checkbox"/> Village bus or transport</p> <p><input type="checkbox"/> Workshop</p> <p><input type="checkbox"/> Other</p>
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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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)?	<p>'General Services' provided to all residents are:</p> <ul style="list-style-type: none"> • Operating the retirement village for the benefit and enjoyment of residents. • Managing the community areas and facilities. • Maintaining the security 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 or payable from the maintenance reserve fund). • Maintaining, monitoring and responding to the emergency call system and any other security services and emergency care services in the retirement village, including ongoing staff training and accreditation in its use. • Pest control that is not the responsibility of the resident. • 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.
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<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Home Care Services operated by RSL Care RDNS Limited. A list of available services and their cost can be obtained from village management.</p> <p>Meals: A list of meals and their cost can be obtained from village management.</p>
<p>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</p>	<p><input checked="" type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – Provider ID number 1599)</p> <p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>

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

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

Part 8 – Security and emergency systems

<p>8.1 Does the village have a security system?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>8.2 Does the village have an emergency help system?</p> <p>If yes or optional:</p> <ul style="list-style-type: none"> the emergency help system details are: the emergency help system is monitored between: 	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <ul style="list-style-type: none"> Emergency call hardware is supplied by the scheme operator. Emergency call monitoring services are provided by a third party monitoring service provider, 24 hours per day, seven days per week.
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p> <p>If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>First Aid Kit Fire Fighting Equipment Emergency Lighting</p>

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	
	Standard Ingoing Contribution	Limited Licence Ingoing Contribution
Independent living units		
- Studio		
- One bedroom	\$195,000 to \$220,000	\$78,000 to \$88,000
- Two bedrooms	\$300,000 to \$335,000	\$120,000 to \$134,000
- Three bedrooms		
Serviced units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Other		
Full range of ingoing contributions for all unit types	\$195,000 to \$335,000	\$78,000 to \$134,000

Note from the scheme operator: The above amounts exclude any **Prepaid Management Fee**. Further, these amounts do not apply to the **Flexible Payment Contract** (see item 9.2). For a **Flexible Payment Contract**, the ingoing contribution is in a range of \$2,000 to \$5,000.

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?

If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.

Yes No

Residents are able to select one of the following 4 contract options:

Option 1 - Standard Licence

The resident pays an ingoing contribution based on the standard ingoing contribution by the commencement date of the residence contract and defers the management fee (also known as the 'exit fee') until the resident leaves the village. When the resident leaves the village, the exit fee is deducted from the refund of the ingoing contribution (see Part 14 for other deductions that may apply).

The resident is liable for general services charges and maintenance reserve fund contributions after the resident permanently vacates the Unit in accordance with section 104 of the Act.

Option 2 - Prepaid Management Fee

The resident pays an ingoing contribution based on the standard ingoing contribution and the Prepaid Management Fee (calculated as 28% of the ingoing contribution) by the commencement date of the residence contract. When the resident leaves the village, the ingoing contribution is repaid (see Part 14 for other deductions that may apply).

If the resident permanently vacates the Unit within 2 years of the commencement date, a percentage of the Prepaid Management Fee will be refunded (with the percentage reducing on a daily basis for each day between the commencement of the resident's contract and the date the resident leaves the village). The Prepaid Management Fee is otherwise not refundable.

The resident is liable for general services charges and maintenance reserve fund contributions after the resident permanently vacates the Unit in accordance with section 104 of the Act.

Option 3 - 5% Reduced Ingoing Contribution

The resident pays a reduced ingoing contribution (calculated as 95% of the standard ingoing contribution) by the commencement date of the residence contract and defers the management fee (also known as the 'exit fee') until the resident leaves the village. When the resident leaves the village, the exit fee is calculated on the standard ingoing contribution and is deducted from the refund of the ingoing contribution (see Part 14 for other deductions that may apply).

The resident is liable for general services charges and maintenance reserve fund contributions after the resident permanently vacates the Unit in accordance with section 104 of the Act.

Option 4 – 10% Reduced Ingoing Contribution

The resident pays a reduced ingoing contribution (calculated as 90% of the standard ingoing contribution) by the commencement date of the residence contract and defers the management fee (also known as the 'exit fee') until the resident leaves the village. When the resident leaves the village, the exit fee is calculated on the standard ingoing contribution and is deducted from the refund of the ingoing contribution (see Part 14 for other deductions that may apply).

The resident is liable for general services charges and maintenance reserve fund contributions after the resident permanently vacates the Unit in accordance with section 104 of the Act.

The following 2 additional contract types are available on application to, and with the approval of, the scheme operator:

Limited Licence

The resident pays a reduced ingoing contribution (than would be payable under Option 1, Option 2, Option 3 or Option 4) by the commencement date of the residence contract. The exit fee accrues to an amount equal to 100% of the ingoing contribution if the resident occupies the Unit for 3 years (or longer). When the resident leaves the village, the exit fee is deducted from the refund of the ingoing contribution (see Part 14 for other deductions that may apply).

Under the Limited Licence, the resident is not liable for general services charges or maintenance reserve fund contributions after the resident permanently vacates the Unit.

Flexible Payment Contract

The right to reside under this contract type is for a fixed term of 3 years. The resident pays an ingoing contribution on or before the commencement date of the residence contract.

During the term, the resident pays rent (monthly in advance) and does not pay any additional amount for general services charges or maintenance reserve fund contributions.

Note from scheme operator: The Limited Licence and Flexible Payment Contract are not available on all accommodation units and are subject to the scheme operator's approval, in the scheme operator's absolute discretion.

9.3 What other entry costs do residents need to pay?

- Transfer or stamp duty*
- Costs related to your residence contract
- Costs related to any other contract e.g.
- Advance payment of General Services Charge
- Other costs: Entry Administration Fee being:
 - \$1,200 for Contract Options 1, 2, 3, 4 and Flexible Payment Contract
 - \$3,000 for the Limited Licence Contract

****Note from scheme operator:*** *Transfer or stamp duty may be payable if Option 2 – Prepaid Management Fee or Limited Licence is selected. Residents must obtain their own legal and financial advice in relation to any duty liability.*

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

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

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

The budgets for the General Services 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	\$87.99	\$36.26
- Two bedrooms	\$87.99	\$36.26
- Three bedrooms		

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 -)
FY20	\$81.75	0.08%	\$32.28	-6.10%
FY19	\$81.69	8.08%	\$34.37	12.29%
FY18	\$75.58	4.90%	\$30.61	-7.29%

Note from the scheme operator: Residents under a Flexible Payment Contract pay rent and do not pay an additional amount for the General Services Charge and Maintenance Reserve Fund contribution.

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	<input checked="" type="checkbox"/> Contents insurance	<input type="checkbox"/> Water
	<input type="checkbox"/> Home insurance (freehold units only)	<input checked="" type="checkbox"/> Telephone
	<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Internet
	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Pay TV
		<input type="checkbox"/> 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

Note from the scheme operator:

Further information in relation to costs is set out below:

Costs	How are costs paid?
<i>Maintaining, repairing and servicing of capital items such as unit fixtures, fittings and appliances</i>	<i>Resident contributes to costs through Maintenance Reserve Fund contribution</i> Note: <i>Residents under the Flexible Payment Contract pay rent and no additional amount for the Maintenance Reserve Fund contribution</i>
<i>Minor repairs and day to day maintenance for non-capital items</i>	<i>Resident contributes to costs through General Services Charge</i> Note: <i>Residents under the Flexible Payment Contract pay rent and no additional amount for the General Services Charge</i>
<i>Pest control treatments (other than termite treatments)</i>	<i>Resident pays</i>
<i>Consumables (eg. batteries and lightbulbs)</i>	<i>Resident pays</i>
<i>Maintenance and repair of resident's personal possessions</i>	<i>Resident pays</i>
<i>Repair, maintenance and insurance of any approved alteration or addition to the unit</i>	<i>Resident pays</i>
<i>Repairing or replacing items in, on or attached to the unit and in the Village that the resident or their visitors damage or destroy, or are subject to accelerated wear because of their actions</i>	<i>Resident pays</i>

<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Maintenance requests are lodged with the Village Manager and undertaken by maintenance staff or appropriately qualified contractors. This service is included in the general services charge and maintenance reserve fund contribution (except where the resident is responsible for that cost in item 10.3) .</p>
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Part 11– Exit fees - when you leave the village

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

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><input type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract</p> <p><input type="checkbox"/> No exit fee</p> <p><input checked="" type="checkbox"/> Other – see below</p> <table border="1" data-bbox="422 918 1436 2105"> <tr> <td data-bbox="422 918 750 1131"> <p>Option 1 - Standard Licence</p> </td> <td data-bbox="750 918 1436 1131"> <p>4% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 34% of the ingoing contribution).</p> </td> </tr> <tr> <td data-bbox="422 1131 750 1276"> <p>Option 2 - Prepaid Management Fee</p> </td> <td data-bbox="750 1131 1436 1276"> <p>No exit fee applies, as the Prepaid Management Fee is paid when the residence contract commences.</p> </td> </tr> <tr> <td data-bbox="422 1276 750 1489"> <p>Option 3 – 5% Reduced Ingoing Contribution</p> </td> <td data-bbox="750 1276 1436 1489"> <p>9% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 39% of the ingoing contribution).</p> </td> </tr> <tr> <td data-bbox="422 1489 750 1702"> <p>Option 4 - 10% Reduced Ingoing Contribution</p> </td> <td data-bbox="750 1489 1436 1702"> <p>14% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 44% of the ingoing contribution).</p> </td> </tr> <tr> <td data-bbox="422 1702 750 2004"> <p>Limited Licence</p> </td> <td data-bbox="750 1702 1436 2004"> <p>A percentage of the ingoing contribution for less than 3 years of residence (with the percentage increasing on a daily basis for each day between the commencement date of the resident’s contract and the date the resident leaves the village) and 100% of the ingoing contribution for 3 years or more of residence.</p> </td> </tr> <tr> <td data-bbox="422 2004 750 2105"> <p>Flexible Payment Contract</p> </td> <td data-bbox="750 2004 1436 2105"> <p>No exit fee applies.</p> </td> </tr> </table>	<p>Option 1 - Standard Licence</p>	<p>4% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 34% of the ingoing contribution).</p>	<p>Option 2 - Prepaid Management Fee</p>	<p>No exit fee applies, as the Prepaid Management Fee is paid when the residence contract commences.</p>	<p>Option 3 – 5% Reduced Ingoing Contribution</p>	<p>9% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 39% of the ingoing contribution).</p>	<p>Option 4 - 10% Reduced Ingoing Contribution</p>	<p>14% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 44% of the ingoing contribution).</p>	<p>Limited Licence</p>	<p>A percentage of the ingoing contribution for less than 3 years of residence (with the percentage increasing on a daily basis for each day between the commencement date of the resident’s contract and the date the resident leaves the village) and 100% of the ingoing contribution for 3 years or more of residence.</p>	<p>Flexible Payment Contract</p>	<p>No exit fee applies.</p>
<p>Option 1 - Standard Licence</p>	<p>4% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 34% of the ingoing contribution).</p>												
<p>Option 2 - Prepaid Management Fee</p>	<p>No exit fee applies, as the Prepaid Management Fee is paid when the residence contract commences.</p>												
<p>Option 3 – 5% Reduced Ingoing Contribution</p>	<p>9% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 39% of the ingoing contribution).</p>												
<p>Option 4 - 10% Reduced Ingoing Contribution</p>	<p>14% of the ingoing contribution for the first year of residence, plus 6% each year for the second, third, fourth, fifth and sixth year of residence, up to a maximum of 6 years (being 44% of the ingoing contribution).</p>												
<p>Limited Licence</p>	<p>A percentage of the ingoing contribution for less than 3 years of residence (with the percentage increasing on a daily basis for each day between the commencement date of the resident’s contract and the date the resident leaves the village) and 100% of the ingoing contribution for 3 years or more of residence.</p>												
<p>Flexible Payment Contract</p>	<p>No exit fee applies.</p>												

Daily basis

All exit fee components are calculated on a pro-rata daily basis for partial years of residence.

Option 1 - Standard Licence

Time period from date of occupation of unit to the date the resident ceases to reside in the unit

Exit fee calculation based on the ingoing contribution

1 year

4% of the ingoing contribution

2 years

10% of the ingoing contribution

3 years

16% of the ingoing contribution

4 years

22% of the ingoing contribution

5 years

28% of the ingoing contribution

6 years

34% of the ingoing contribution

10 years

34% of the 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 34% of the ingoing contribution for a period equal to or longer than 6 years of residence.

The minimum exit fee is: an amount equal to $[(4\% \times \text{the ingoing contribution}) \times 1/365]$ (for a period of 1 day of residence, in accordance with the formula for calculating the exit fee shown in item 11.1 above).

Option 2 - Prepaid Management Fee

There is no exit fee under this contract option.

Option 3 - 5% Reduced Ingoing Contribution

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on the standard ingoing contribution
1 year	9% of the standard ingoing contribution
2 years	15% of the standard ingoing contribution
3 years	21% of the standard ingoing contribution
4 years	27% of the standard ingoing contribution
5 years	33% of the standard ingoing contribution
6 years	39% of the standard ingoing contribution
10 years	39% of the standard 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 39% of the standard ingoing contribution (at the commencement of the resident's residence contract) for a period equal to or longer than 6 years of residence.

The minimum exit fee is: an amount equal to $[(9\% \times \text{the standard ingoing contribution (at the commencement of the resident's residence contract)}) \times 1 / 365]$ (for a period of 1 day of residence, in accordance with the formula for calculating the exit fee shown in item 11.1 above).

Option 4 - 10% Reduced Ingoing Contribution

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on the standard ingoing contribution
1 year	14% of the standard ingoing contribution
2 years	20% of the standard ingoing contribution
3 years	26% of the standard ingoing contribution
4 years	32% of the standard ingoing contribution
5 years	38% of the standard ingoing contribution
6 years	44% of the standard ingoing contribution
10 years	44% of the standard 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 44% of the standard ingoing contribution (at the commencement of the resident's residence contract) for a period equal to or longer than 6 years of residence.

The minimum exit fee is: an amount equal to $[(14\% \times \text{the standard ingoing contribution (at the commencement of the resident's residence contract)}) \times 1/365]$ (for a period of 1 day of residence, in accordance with the formula for calculating the exit fee shown in item 11.1 above).

Limited Licence

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	33% of the ingoing contribution
2 years	66% of the ingoing contribution
3 years	100% of the ingoing contribution
5 years	100% of the ingoing contribution
10 years	100% of the 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 100% of the ingoing contribution for a period equal to or longer than 3 years of residence.

The minimum exit fee is: an amount equal to $(100\% \times \text{the ingoing contribution}) \times 1/1095$ (for a period of 1 day of residence, in accordance with the formula for calculating the exit fee shown above).

Flexible Payment Contract

There is no exit fee under this contract option.

11.2 What other exit costs do residents need to pay or contribute to?

- Sale costs for the unit
- Legal costs
- Other costs: Exit Administration Fee being:
 - \$3,000 for Contract Options 1, 2, 3, and 4
 - \$2,000 for the Flexible Payment Contract

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

Yes No

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.*

	<p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
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Part 13– Capital gain or losses

<p>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?</p>	<p><input checked="" type="checkbox"/> No</p>
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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.

<p>14.1 How is the exit entitlement which the operator will pay the resident worked out?</p>	<p>Option 1 – Standard Licence</p> <p>The resident will receive a refund of the ingoing contribution less the exit fee (refer to item 11.1 for Option 1) and the Other Deductions detailed below.</p> <p>Option 2 – Prepaid Management Fee</p> <p>The resident will receive a refund of the ingoing contribution less the Other Deductions detailed below.</p> <p>If the resident permanently vacates the Unit within 2 years from commencement of the residence contract, a percentage of the Prepaid Management Fee will be refunded to the resident with the refund to be made to the resident reducing on a daily basis for each day between the commencement date of the resident's contract and the date that is 2 years after the commencement date.</p>
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Option 3 – 5% Reduced Ingoing Contribution

The resident will receive a refund of the ingoing contribution less the exit fee (refer to item 11.1 for Option 3) and the Other Deductions detailed below.

Option 4 – 10% Reduced Ingoing Contribution

The resident will receive a refund of the ingoing contribution less the exit fee (refer to item 11.1 for Option 4) and the Other Deductions detailed below.

Limited Licence

The resident will receive a refund of the ingoing contribution less the exit fee (refer to item 11.1 for Limited Licence Option) and the Other Deductions detailed below.

Flexible Payment Contract

At the end of the fixed term or earlier termination, the resident will receive a refund of the ingoing contribution less:

1. 100% of the costs of any reinstatement work; and
2. any outstanding rent or personal services charges;
3. the Exit Administration Fee applicable for the Flexible Payment Contract; and
4. other amounts payable by the resident to the scheme operator under the residence contract (if any).

If the exit entitlement is a negative amount, the resident must pay that amount to the scheme operator on the exit entitlement date.

Other Deductions

The following further deductions apply for Options 1, 2, 3, 4 and Limited Licence:

1. 100% of the costs of any reinstatement work; and
2. any outstanding general services charges; and
3. any outstanding maintenance reserve fund contributions; and
4. any outstanding personal services charges; and
5. the Exit Administration Fee applicable to Options 1 to 4 (inclusive); and
6. other amounts payable by the resident to the scheme operator under the residence contract or the *Retirement Village Act 1999* (Qld) (if any).

If the exit entitlement is a negative amount, the resident must pay that amount to the scheme operator on the relevant exit entitlement date.

Note from the scheme operator: An Exit Administration Fee does not apply to Limited Licence

<p>14.2 When is the exit entitlement payable?</p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ➤ which may range from 6 months to 18 months after the termination of the residence contract, depending on the resident's contract option. <p>Note from the scheme operator: <i>Payment will be made 6 months (Option 1 Standard Licence) or 12 months (Option 2 Prepaid Management Fee, Option 3 5% Reduced Ingoing Contribution, Option 4 10% Reduced Ingoing Contribution and Limited Licence) after the residence contract has terminated.</i></p> <p><i>For the Flexible Payment Contract, the exit entitlement is payable on or before 30 days after the right to reside is terminated or expires and the resident has provided vacant possession of the Unit.</i></p> <ul style="list-style-type: none"> • 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator • 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT). <p>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p>14.3 What is the turnover of units for sale in the village?</p>	<p>5 accommodation units were vacant as at the end of the last financial year.</p> <p>2 accommodation units were resold during the last financial year.</p> <p>4.1 months was the average length of time to sell a unit over the last three financial years.</p>

Part 15– Financial management of the village

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

General Services Charges Fund for the last 3 years			
Financial Year	Deficit/Surplus	Total general service charges collected for the financial year	Change from previous year
FY20	-\$1,395	\$488,191	-2.10%
FY19	-\$2,733	\$498,668	4.95%
FY18	-\$10,780	\$475,141	0.76%
Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available			-\$1,395
Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$276,178
Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available			\$906,347
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

the village is not yet operating.

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:

Personal contents insurance and public liability insurance for the internal area of your unit.

Part 17 – Living in the village

Trial or settling in period in the village

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

If yes: provide details including, length of period, relevant time frames and any costs or conditions

Yes No

If you continuously reside in your unit for 90 days commencing on the date you start to reside in your unit (**Settling in Period**) then within 14 days before the end of the Settling in Period, you may give us a written notice terminating the residence contract (**Notice**).

If you give us Notice, then:

- a. the termination date is the earlier of:
 - i. the date stated in your notice; and
 - ii. 14 days after the date your notice is received by us;
- b. you will not be required to pay us the exit fee identified in Part 11 of this document;
- c. we will repay you your ingoing contribution less:
 - i. 100% of the costs of any reinstatement work; and
 - ii. any outstanding general services charges; and
 - iii. any outstanding maintenance reserve fund contributions; and
 - iv. any outstanding personal services charges; and
 - v. other amounts payable by you to the scheme operator under your residence contract or the *Retirement Village Act 1999* (Qld) (if any); and
- d. we will repay the amount in subparagraph c. above in accordance with the timeframes outlined in Part 14.2 of this document.

Note from the scheme operator: *The Settling in Period does not apply to the Flexible Payment Contract.*

Pets

17.2 Are residents allowed to keep pets?

If yes: specify any restrictions or conditions on pet ownership

Yes No

Except for assistance animals and fish in a tank, residents may not have pets in the village without the scheme operator's prior written consent. If the scheme operator's consent is given, residents will be required to enter into a separate document with the scheme operator that records additional rights and obligations to allow the pet to reside in the unit with the resident. Please see village management for further details.

Visitors	
<p>17.3 Are there restrictions on visitors staying with residents or visiting?</p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Visitors:</p> <ul style="list-style-type: none"> • cannot stay in your unit with you for longer than one month in any 12-month period without our prior written consent; • cannot stay in your unit if you are not staying there at the same time; and • must comply with the residence agreement and any by-laws.
Village by-laws and village rules	
<p>17.4 Does the village have village by-laws?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
<p>17.5 Does the operator have other rules for the village.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Resident input	
<p>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><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.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
Part 18 – Accreditation	
<p>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:.....</p>
<p>Note: 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.</p>	

Part 19 – Waiting list

19.1 Does the village maintain a waiting list for entry?

Yes No

If yes,

- what is the fee to join the waiting list?

No fee

Access to documents

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

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

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

Further Information

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

General Information

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

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

Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

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

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300

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

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

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

Queensland Law Society

Find a solicitor
Law Society House
179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: info@qls.com.au
Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

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

Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

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

Website: www.livablehousingaustralia.org.au/