Queensland

ABN: 86 504 771 740

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019



Lady Small Haven Retirement Village

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
- provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
- include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
- publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at http://cofc.com.au/lady-small-haven-retirement-village
- 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 15 November 2024 and applies to prospective residents.

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

Part 1 – Operator and m	Part 1 – Operator and management details			
1.1 Retirement village location	Retirement Village Name: Lady Small Haven Retirement Village Street Address: 60 Allchurch Avenue Suburb: Benowa State: Qld Post Code: 4217			
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Churches of Christ in Queensland Australian Company Number (ACN): 147 481 436 Address: 41 Brookfield Road Suburb: Kenmore State: Qld Post Code: 4069			
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Churches of Christ in Queensland Australian Company Number (ACN): 147 481 436 Address: 41 Brookfield Road Suburb: Kenmore State: QLD Post Code: 4069			

	Date entity became operator: 6th December 1972				
1.4 Village	Name of village management entity and contact details:				
management and onsite availability					
onsite availability	Churches of Christ in Queensland				
	Australian Company Number (ACN): 147 481 436				
	Phone: 07 5557 9180 Email: retirementlivingqld@cofcqld.com.au				
	An onsite manager (or representative) is available to residents:				
	⊠ Part time				
	Onsite availability includes:				
	Weekdays 8.00am to 2.30pm (excluding public holidays)				
	Weekends: Emergencies only				
1.5 Approved closure plan or transition plan	Is there an approved transition plan for the village?				
for the retirement village	☐ Yes ☒ No A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.				
	Is there an approved closure plan for the village?				
	□ Yes ⊠ No				
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.				
1.6 Statutory Charge over retirement village land.	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.				
[Note: Delete this section where village does not contain accommodation units with a license tenure]	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.				
	Is a statutory charge registered on the certificate of title for the retirement village land?				
	□ Yes ⊠ No				
Part 2 – Age limits	If yes, provide details of the registered statutory charge				

Part 2 – Age limits

2.1 What age limits apply to residents in this village?

Generally, the village operator will only accept residents who are at least 65 years old (or, if there are two residents seeking to occupy a unit, at least one of them must be at least 65 years old). However, the village operator may (if it wishes) approve residents who have not reached the minimum age. Applications by persons not meeting the minimum age are assessed on a case-by-case basis. The village operator reserves the right to vary the age limits for the village from time to time.

ACCOMMODATION, FACILITIES AND SERVICES Part 3 – Accommodation units: Nature of ownership or tenure ☐ Freehold (owner resident) 3.1 Resident ownership or tenure of Lease (non-owner resident) the units in the village 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 The village operator reserves the right to use or grant occupation rights in respect of any part of the village (including units) for temporary respite purposes, office/administration purposes, residential tenancies or other purposes, whether under agreements or arrangements that are governed by the Retirement Villages Act 1999 (Qld) or not. **Accommodation types** 3.2 Number of units by There are 117 units in the village, comprising 40 single story units; 12 accommodation type units in multi-story building with 2 levels; 65 units in multi-storey and tenure building with 6 levels Freehold Accommodation Licence Other -Leasehold Unit Rentals Independent living units Studio 12 One bedroom 6 One bedroom + study 41 20 Two bedrooms Two bedrooms + 26 study 12 Three bedrooms Serviced units Studio

	- One bedroom				
	- Two bedrooms				
	- Three bedrooms				
	Other				
	Total number of units			97	20
	ccess and design				
3. ac fe	3 What disability ccess and design eatures do the units nd the village ontain?	 ☑ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in ☑ all 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 			s Some units I some units
		disability or assist residents to age in place None Note from the village operator: In some villages, units may have been built at different times/stages. Therefore, the applicable standards a building codes may differ between different units.			
Р	art 4 – Parking for resi	dents and visitors	5		
4. in	4.1 What car parking in the village is available for residents? Some (4) independent living units with own garage or carport attached or adjacent to the unit. Some (98) independent living units with car park space separate from the unit. ✓ General car parking for residents (15) units in the village				ace separate
		Restrictions on resident's car parking include:			
		Residents must only park in the village if they have entered into an agreement with the village operator to use one of the village carparks. Visitor parking is for visitors only. The village has a general "maximum one car space per unit" policy, however an exception may be made at the discretion of the village operator.			
vi vi If	2 Is parking in the illage available for isitors? yes, parking estrictions include	☑ Yes ☐ No While there are no specific restrictions on visitor parking, visitors must comply with the residence contract of the resident they are visiting and are subject to the same behavioural obligations as residents. Also, the			are visiting and

village operator reserves the right to impose restrictions in the course of administering the village. Part 5 - Planning and development 5.1 Is construction or Year village construction started: 1972 development of the village complete? ☐ Fully developed / completed Partially developed / completed ☐ Construction yet to commence 5.2 Construction, Development approval granted development applications and development approvals **Details of the redevelopment** Provide details and timeframe of The village is currently under redevelopment. In general terms, the development or village operator currently intends that the redevelopment will involve proposed development, the demolition of all 52 existing accommodation units (as and when including the final they become vacant or at a later time decided by the scheme operator) number and types of and the construction of new accommodation units and other facilities in units and any new the following stages: facilities. Stage 1: 65 Independent Living Units Stage 2: 128 bed Residential Aged Care Facility Stage 3: 54 Independent Living Units Stage 4: 55 Independent Living Units Stage 5: 61 Independent Living Units Stage 6: 36 Independent Living Units The village operator does not guarantee that the proposed redevelopment will proceed as described above or at all. The details referred to above are not final and are subject to change. The village operator reserves the right at any time to vary the proposed redevelopment of the village, whether due to market demand, economic conditions, development approvals, requirements of authorities, any other reason whatsoever or at the village operator's absolute discretion. Without limitation, any such variation may entail one or more of the following: alterations to the layout of the village; expansion or reduction in the size or area of the village, including as a result of incorporating other land into the village, amalgamating on title any such land with the village land or excising any land from the village land; alterations to the configuration, size, type, number and location of accommodation units; alterations to the configuration, size, type, number and location of buildings; alterations to the number of accommodation units in each building;

	 alterations to heights of, or numbers of levels (including basement levels) contained in, buildings; alterations to the manner of integration of any building with any other part of the village; alterations to layouts, configuration, size, location, number and any other features of carparks, roads, pathways, common areas, community facilities, refuse locations, basements, services or other village infrastructure; creation of rooftop gardens; subdividing the village land, including the creation of a community titles scheme and strata-titled lots; alterations to the staging, timing or extent of the redevelopment, including the number, configuration or order of stages; construction or demolition of accommodation units; construction or demolition, or the expansion or reduction in size or area, of a building or structure located at the village; a change in the use of a building or structure located in the village. 		
	Timeframe of the redevelopme		
	Stage 1 of the development was	completed in April 2020.	
	The units currently available for occupancy by new residents are all in Stage 1.		
	The 52 existing units are to be demolished as and when they are vacated (or at a later time decided by the scheme operator), and are not available for re-licensing by new residents.		
	Final number and types of units and new facilities		
	When completed, it is proposed that the village will contain 271 Independent Living Units in total.		
5.3 Redevelopment plan under the Retirement Villages Act 1999	Is there an approved redevelopment plan for the village under the Retirement Villages Act? ☐ Yes ☒ No		
	The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.		
	Note: see notice at end of document regarding inspection of the development approval documents.		
Part 6 – Facilities onsite	at the village		
6.1 The following facilities are currently available to residents:	☑ Activities or games room☑ Medical consultation room☑ Arts and crafts room☑ Restaurant		
a. anabio to rootaonto.			

	☐ Auditorium	□ Shop		
	⊠ BBQ area outdoors	⊠ Swimming pool		
	⊠ Billiards room	⊠ Separate lounge in community		
	⊠ Bowling green [indoor]	centre		
	⊠ Business centre (e.g. computers and internet	☐ Spa [indoor / outdoor] [heated / not heated		
	access)	☐ Storage area for boats / caravans		
	☐ Chapel / prayer room	☐ Tennis court [full/half]		
	☐ Communal laundries	☐ Workshop		
	□ Community room or centre	☑ Other - emergency call access		
	□ Dining room	facilities		
	⊠ Gardens			
	⊠ Gym			
	⊠ Hairdressing or beauty			
	room ⊠ Library			
Dotaile about any facility t		al Services Charge paid by residents or		
1	s on access or sharing of facilities	<u> </u>		
For some of the village facilities, the village operator will from time to time specify particular village rules, such as hours of use and booking procedures. Residents must comply with those rules.				
Some village facilities may be subject to user charges.				
With the village operator's agreement, retirement village residents may use certain facilities and participate in certain activities within the co-located residential aged care facility, in common with the aged care facility residents and others, including the community hall (which hosts activities). Charges may apply to some of these facilities/activities.				
6.2 Does the village				
have an onsite, attached, adjacent or co-located residential	Name of residential aged care fa provider	acility and name of the approved		
aged care facility?	Lady Small Haven Aged Care – Churches of Christ in Queensland			
Note: Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i> . Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.				
Part 7 – Services				
7.1 What services are provided to all village residents (funded from		ervices supplied, or made available, sociated with the Operating Costs.		
the General Services	What are the Operating Costs?			

Charge fund paid by residents)?

The Operating Costs are the total of all expenses the village operator incurs in connection with the ownership, operation, management and administration of the village, other than:

- (a) amounts payable directly by you or another resident;
- (b) the direct costs of providing personal services;
- (c) costs for maintaining and repairing the village's capital items that are payable out of the Maintenance Reserve Fund; or
- (d) costs for capital items that are payable out of the Capital Replacement Fund.

Specific inclusions in the Operating Costs

The Operating Costs may include, but are not limited to, the costs of:

- (e) rates, charges, taxes and levies (including fire levy) the village operator has to pay to a government, council or public authority in respect of the village, but not income tax, capital gains tax or GST;
- (f) water, gas, oil, electricity, communications, sewerage, waste disposal and other services supplied to the village, common areas and administration areas (but excluding individual units);
- (g) insurance for the village, including for public risk, fire, lightning, storm, tempest, flood, earthquake, malicious act, explosion, impact and riot or civil commotion and such other risks the village operator thinks necessary to cover against from time to time;
- (h) cleaning (including laundry and consumables) that residents are not obliged to do;
- (i) lawn mowing and gardening, including replacing dead plants, mulching, spraying and fertilising;
- (j) services (including recreation and entertainment facilities, activities, programs and consumables) the village operator provides to residents of the village (except services for which the village operator directly charges);
- (k) minor repairs and day-to-day maintenance (including preventative maintenance) necessary to keep the village in good order and condition, including provision at the village operator's discretion for future contingencies;
- (I) pest control;
- (m) firefighting and protection equipment and services, including sprinkler systems, hydrants, fire extinguishers and smoke detectors;
- (n) maintaining, monitoring and responding to any emergency call system, other security services or emergency care services in the village;
- (o) the operation and day-to-day maintenance of any

		vahialas usad for the anaration of the cillings
		vehicles used for the operation of the village or transportation of residents of the village, including insurance, registration, tolls, servicing, oil and petrol;
	(p)	plant, equipment and software;
	(q)	contractors the village operator engages from time to time;
	(r)	a reasonable share of any off-site administration and management costs, including rent or occupancy charges for the use of areas outside the village for village purposes (e.g. office space, reception);
	(s)	wages, salaries, employee benefits, payroll tax, workers' compensation insurance premiums and other employment costs for the village operator's employees relating to the village, including travel, accommodation, training (internal and external), recruitment and workplace health and safety expenses;
	(t)	administration (including photocopying, postage, courier, printing and stationery expenses), management, accounting, audit, legal and banking costs for the operation of the village;
	(u)	complying with laws and the requirements of authorities relating to the operation, management and administration of the village;
	(v)	all costs of, or incidental to, resolving any dispute between the village operator and residents (including the costs of auditors, experts and other consultants), including disputes about the reasonableness or fairness of the calculation of the General Services Charge or Maintenance Reserve Fund contribution, excluding:
	 costs awarded against the village operator by a tribunal or court; and 	
		 legal costs incurred by the village operator in relation to a retirement village issue (as defined in the Act).
	(w)	expenditures carried forward from any previous accounting period;
	(x)	any excess payable under an insurance policy for the village; and
	(y)	costs of obtaining the opinions or reports of experts or consultants.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☐ Yes ⊠	No
7.3 Does the retirement village operator provide government funded		operator is an Approved Provider of home care under the lact 1997 (Registered Accredited Care Supplier – RACS ID 72)

home care services under the Aged Care Act 1997 (Cwth)?	Yes, home care is provided in association with an Approved Provider [name of provider]				
	☐ No, the operator does not provide home care services, residents can arrange their own home care services				
Home Support Program s an aged care assessment services are not covered l	by be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by the team (ACAT) under the Aged Care Act 1997 (Cwth). These home care by the Retirement Villages Act 1999 (Qld). The commonwealth heir own approved Home Care Provider and are not obliged to use rovider, if one is offered.				
Part 8 – Security and em	nergency systems				
8.1 Does the village have a security system?	⊠ Yes □ No				
	Security camera located at the entrance to the clubhouse, car park, entrance to apartments and 3 on the eastern side of the apartment.				
8.2 Does the village have an emergency help system?	☑ Yes - all residents ☐ Optional ☐ No				
If yes or optional: the emergency help	Tunstall Health –This system involves a personal alarm and 24 hour monitoring service.				
system details are:	You do not need to be next to your phone or the base alarm unit.				
	 The alarm has a powerful speaker and microphone which allows a two-way voice function. 				
	☐ The system is monitored 24 hours a day 7 days a week 365 days of the year.				
	☐ Fees associated with the emergency help system form part of the General Services Charge and/or maintenance reserve				
	fund contributions. ☐ If the emergency help system operates through the				
	telephone system, you must at all times have an operative telephone line and handset in your unit to connect to the				
46	emergency call system and the telephone connection is your responsibility.				
the emergency help system is monitored between:	24 hours per day, 7 days per week.				
8.3 Does the village have equipment that	⊠ Yes □ No				
provides for the safety or medical emergency of residents?	First Aid Kits in the Club House, First Floor Terrace, Office, Maintenance Buggy and Bus. Defibrillators located in the Club House and Entrance to Apartments.				

Please note that residents are not necessarily trained in first aid.

COSTS AND FINANCIAL MANAGEMENT

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

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

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

Accommodation Unit	Range of ingoing contribution
Independent living units (Tower building)	
- Studio	\$ to \$
- One bedroom	\$ to \$
- One bedroom + study	\$525,000.00 to \$555,000.00
- Two bedrooms	\$665,000.00 to \$780,000.00
- Two bedrooms + study	\$745,000.00 to \$855,000.00
- Three bedrooms	\$865,000.00 to \$995,000.00
Independent living units (Cottage units)	
- Two bedrooms	\$360,000.00 to \$360,000.00
Full range of ingoing contributions for all unit types	\$360,000.00 to \$995,000.00

Note: the amounts referred to in this Item 9.1 represent "Original Standard Ingoing Contributions", ie assuming that an "Option A" resident contract is selected (see Item 9.2 for details).

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.

\times	Yes		No
----------	-----	--	----

Residents may select from three contract options. In selecting their preferred contract option, residents may elect to pay a lower ingoing contribution upon entry to the village, in return for paying a higher exit fee upon departure from the village. These contract options may be summarised as follows:

Contract Option	Percentage of Original Standard Ingoing Contribution payable	Relevant Exit Fee Table – refer item 11.1	Maximum Exit Fee Percentage (based on your Original Standard Ingoing Contribution)
Option A	100%	Table A	35%
Option B	95%	Table B	40%
Option C	90%	Table C	45%

In this document, "Original Standard Ingoing Contribution" means the ingoing contribution that would be payable by you if you entered into an "Option A" residence contract, at the time you are granted the licence to occupy the unit under your residence contract. The village operator reserves the right at any time to vary the contract options it offers other residents of the village (including any subsequent resident of your unit). Without limitation, the village operator's right in this regard includes the right: (a) to introduce or discontinue one or more contract options; (b) to change the units or number of units in respect of which the village operator offers one or more contract options: not to offer one or more contract options in respect of one or (c) more units; or to vary the details of one or more of the contract options. ☐ Transfer or stamp duty 9.3 What other entry ☐ Costs related to your residence contract costs do residents need to pay? ☐ Costs related to any other contract ☐ Advance payment of General Services Charge

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)
All units pay a flat rate	\$106.04	\$36.45

Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial	General Services	Overall %	Maintenance	Overall %
year	Charge (range)	change from	Reserve Fund	change from
	(weekly)	previous year	contribution (range)	previous year

1			(weeki	(v)	(+ or -)
2023/24 \$100.80	+7.40)%	\$33.14	• /	+5.5%
2022/23 \$93.855	+4.00		\$31.41		+11.28%
2021/22 \$90.245	+1.69	9%	\$28.23		+4.53%
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	☑ Contents in:☐ Home insuronly)☑ Electricity☐ Gas		d units	for a unit is separathe charges for will not be payar of that unit directions and form particles of the village	rt of Operating age), unless and residents decide ecial resolution.
in the unit?	□ Unit fixtures - Over bonnet storage in car space, outdoor blinds on balcony (available in selected units) □ Unit fittings - Plantation shutters (available in selected units) □ Unit appliances □ None Additional information If your unit includes a garden then you must keep the garden in good condition. You must keep your unit clean. You must take reasonable steps to keep your unit free of pests (other than termites), including by having pest control treatments (other than termite treatments) carried out in your unit at your expense annually and whenever else the village operator reasonably requires you to do so. If you make any alterations or additions to the unit with the village operator's consent, or if any alterations or additions made by a previous resident of the unit remain in, on or attached to the unit when				

	maintained and in good repair, and replacing them if they are worn out or cannot reasonably be repaired.			
	You are also responsible for repairing or replacing things in, on or attached to the unit and in the village that you damage or destroy, or are subject to accelerated wear because of your actions.			
10.4 Does the operator offer a maintenance	☐ Yes ☒ No			
service or help residents arrange repairs and maintenance for their unit?	Note: Subject to the exceptions referred to in Item 10.3, the village operator is generally responsible for the maintenance, repair and replacement of the unit and items in, on or attached to the unit.			
Part 11 – Exit fees – who	en you leave the village			
	ay an exit fee to the operator when they leave their unit or when the right ld. This is also referred to as a 'deferred management fee' (DMF).			
11.1 Do residents pay an exit fee when they permanently leave	 ☐ 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 			
their unit?	□ No exit fee			
	☐ Other			
If yes: list all exit fee options that may apply to new contracts	Exit fees are calculated as a percentage (set out in the applicable exit fee table below) of your Original Standard Ingoing Contribution, according to the period from (and including) the commencement date of your residence contract (to and including) your Exit Date.			
	The applicable exit fee table depends on the contract option selected by you before you entered into your residence contract (see Item 9.2).			
	In this document, "Exit Date" means the later of:			
	(a) the date your residence contract expires or is terminated; and(b) the date that you vacate the unit,			
	or any other date that the Retirement Villages Act 1999 (Qld) specifies as the date as at which the exit fee for a residence contract is to be, or may be, calculated.			
	For simplicity, the Exit Fee information below and any Prospective Costs Document given to you assume that the date of occupation of your unit and the commencement date of your residence contract are the same date, and that you cease to reside in the unit on the Exit Date. However, this is subject to the terms of your residence contract and the Retirement Villages Act 1999 (Qld).			
	All residents must also pay a termination fee of \$1,000, which will be deducted from their exit entitlement (see Item 14.1).			

Table A – Contract Option A		
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 Original Standard Ingoing Contribution	
1 year	10% of your Original Standard Ingoing Contribution	
2 years	15% of your Original Standard Ingoing Contribution	
3 years	20% of your Original Standard Ingoing Contribution	
4 years	25% of your Original Standard Ingoing Contribution	
5 years	30% of your Original Standard Ingoing Contribution	
6 years	35% of your Original Standard Ingoing Contribution	
10 years	35% of your Original 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 will be 35% of your Original Standard Ingoing Contribution after 6 years of residence, plus a termination fee of \$1,000.00.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 10% of your Original Standard Ingoing Contribution, plus a termination fee of \$1,000.00, if the period of occupation is 1 day.

Table B – Contract Option B		
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 Original Standard Ingoing Contribution	
1 year	15% of your Original Standard Ingoing Contribution	
2 years	20% of your Original Standard Ingoing Contribution	
3 years	25% of your Original Standard Ingoing Contribution	
4 years	30% of your Original Standard Ingoing Contribution	
5 years	35% of your Original Standard Ingoing Contribution	
6 years	40% of your Original Standard Ingoing Contribution	
10 years	40% of your Original 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 will be 40% of your Original Standard Ingoing Contribution after 6 years of residence, plus a termination fee of \$1,000.00.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 15% of your Original Standard Ingoing Contribution, plus a termination fee of \$1,000.00, if the period of occupation is 1 day.

Table C - Contract Option C

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 Original Standard Ingoing Contribution
1 year	20% of your Original Standard Ingoing Contribution
2 years	25% of your Original Standard Ingoing Contribution
3 years	30% of your Original Standard Ingoing Contribution
4 years	35% of your Original Standard Ingoing Contribution
5 years	40% of your Original Standard Ingoing Contribution
6 years	45% of your Original Standard Ingoing Contribution
10 years	45% of your Original 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 will be 45% of your Original Standard Ingoing Contribution after 6 years of residence, plus a termination fee of \$1,000.00.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 20% of your Original Standard Ingoing Contribution, plus a termination fee of \$1,000.00, if the period of occupation is 1 day.

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

If the former resident and scheme operator cannot agree on the resale value within 30 days, the scheme operator must obtain a valuation from a registered valuer within a further 14 days. The valuation is taken to be the agreed resale value of the right to reside for the accommodation unit. You and the scheme operator must share the cost of the valuer in the same proportion as the gross ingoing contribution on the sale of the right to reside, is shared under your residence contract. After the valuation is provided the scheme operator will give you an exit statement showing the estimated final amount of money you will receive when the right to reside is resold and all the costs you will have to pay. The resident's portion of any sale or valuation costs is calculated as follows:

$$(A-B-C)$$

Where:

A = the resident's ingoing

contribution

B = the exit fee

C = the termination fee

D = the ingoing contribution payable by the next resident of the unit

☐ Legal costs

☑ Other costs - \$1,000.00 termination fee

Part 12 - Reinstatement and renovation of the unit

12.1 Is the resident 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.			
	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	at or buyback of freehold units			
An exit entitlement is the	amount the operator may be required to pay the former resident under a			

residence contract after the right to reside is terminated and the former resident has left the unit.

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

Your ingoing contribution

Less exit fee.

Less termination fee.

Less any general services charges or maintenance reserve fund contributions owing.

Less any costs of, or associated with, reinstatement work for which you are liable.

Less any amounts you owe to the village operator under any other agreements the village operator has with you about the provision of services or goods to you in the village.

Less the costs and expenses the village operator incurs with respect to the termination of your residence contract including, without limitation, your share of the village operator's costs of finding a new resident for your unit and your share of any valuation costs.

Less any other amounts you must pay to the village operator under your residence contract, including any personal services charges owing.

14.2 When is the exit entitlement payable?

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

- the day stated in the residence contract
 - which may range from 28 days (where the resident transfers to a Churches of Christ in Queensland Aged Care Facility and other criteria are satisfied) to 12 months after the termination of the residence contract.
- 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?

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

1 accommodation units were resold during the last financial year

12.46 months was the average length of time to sell a unit over the last three financial years.

	<u> </u>			
	Note: The above sales were all initial sales in the new development. No re-sales of units occurred.			
Part 15 – Financial mana	agement of the	village		
15.1 What is the	General Services Charges Fund for the last 3 years			
financial status for the funds that the	Financial	Deficit/	Balance	Change from
operator is required to	Year 2023/24	Surplus \$82,090	\$82,090	previous year (55%)
maintain under the Retirement Villages	2023/24	\$186,051	\$186,051	(4.7%)
Act 1999?	2021/22	\$195,241	\$195,241	19%
	Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$82,090
	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$506,248
	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available			\$134,642
	Percentage of applied to the		going contribution cement Fund	
	ingoing contril surveyor's rep	bution, as dete port, to the Ca	tage of a resident's ermined by a quantity pital Replacement replacing the village's	The village operator contributes to the Capital Replacement Fund in accordance with the relevant quantity surveyor report as updated from time to time.
	OR	age is not yet	operating.	
Part 16 – Insurance				
The village operator must	take out genera	al insurance. to	o full replacement value	e, for the retirement
village, including for: communal facilities	s; and		lation units owned by r	
Residents contribute towards the cost of this insurance as part of the General Services Charge.				
16.1 Is the resident responsible for	⊠ Yes □ N	lo		
arranging any insurance cover?	If yes, the resid	dent is respon	sible for these insuranc	ce policies:

• Your property in your unit;

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

- Public liability claims brought as a result of any incident occurring in your unit; and
- Workers compensation claims brought by any employee or contractor that you engage to carry out work or provide services in 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

- (a) At any time during the period of 6 months after the commencement date of your residence contract, you may give the village operator a notice terminating your residence contract if, at the time you give the village operator your notice, your residence contract has not already been terminated.
- (b) If you give the village operator notice in accordance with paragraph (a), then:
 - (i) the termination date is one (1) month after the date the village operator receives your notice;
 - (ii) all the provisions of your residence contract that apply as a consequence of the termination of your residence contract will apply, except that:
 - (A) you will not be required to pay the village operator the exit fee; and
 - (B) your exit entitlement will be payable no later than your Exit Date; and
 - (C) you will no longer be liable to pay the General Services Charge or Maintenance Reserve Fund contributions (or any share of those amounts) after your Exit Date.

Pets

17.2 Are residents allowed to keep pets?

If yes: specify any restrictions or conditions on pet ownership

Except for a fish in a tank, you may not have pets in your unit or in the village without the village operator's consent. The village operator may give or refuse this consent in its absolute discretion or may impose any conditions it thinks fit on its consent. If the village operator consents to a pet then:

- (a) that consent is particular to the approved pet only, and does not extend to a replacement of that pet;
- (b) you must comply with any conditions of that consent; and
- (c) the village operator may revoke the consent if the pet is a nuisance, in which case you must remove the pet from the village.

The village operator may introduce, and change from time to time, a pet policy which sets out general guidelines for the ownership and control of pets in the village. You must comply with the provisions of any pet policy the village operator has in place from time to time. A copy of the current pet policy for

	the village is available upon request.		
Visitors			
17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	 ☑ Yes ☐ No (a) You may allow your visitor or guest to stay in your unit with you (but not without you also being at the unit): (i) for no more than 14 days in any three month period, but only with the village operator's prior written consent (which the village operator will not unreasonably withhold); or (ii) for more than 14 days in any three month period, but 		
	only with the village operator's prior written consent (which the village operator may grant or refuse in its absolute discretion). However, the village operator reserves the right to require any such person to leave the village immediately if he or she does not comply with this residence contract or the village by-laws or rules.		
	 (b) Subject to paragraph (a), you may not allow any other person, including a relative, carer, friend, boarder or lodger, to reside in the unit without the village operator's written consent, which the village operator may (i) give or deny in its absolute discretion or give on such terms and conditions as the village operator thinks fit; and (ii) withdraw at any time 		
N'lland la la casa de l'Ila			
Village by-laws and villa 17.4 Does the village have village by-laws?	⊠ Yes □ No		
	By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village. Note: See notice at end of document regarding inspection of village by-laws		
17.5 Does the operator have other rules for the village.	☐ Yes ☒ No If yes: Rules may be made available on request		
Resident input			
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act</i> 1999?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents. You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.		

Part 18 – Accreditation				
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	 □ No, village is not accredited ☑ Yes, village is voluntarily accredited through: ARVAS (Australian Retirement Village Accreditation Scheme) 			
	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.			
Part 19 – Waiting list				
19.1 Does the village maintain a waiting list for entry? If yes, • what is the fee to join the waiting list?				
Access to documents				
and a prospective residinspect or take a copy of the request by the date least seven days after the seven days af	tration for the retirement village scheme or current title search for the retirement village land location, floor plan or dimensions of accommodation units in the village or facilities under construction anning approvals for any further development of the village velopment plan for the village under the Retirement Villages Act ition plan for the village are plan for the village all statements and report presented to the previous annual meeting illage balance of the capital replacement fund, or maintenance reserve fund a charges fund (or income and expenditure for general services) at the sthree financial years of the retirement village balance of any Body Corporate administrative fund or sinking fund at the sthree years of the retirement village			
•	Examples of contracts that residents may have to enter into			
☑ Village dispute res☑ Village by-laws				
⊠ Village insurance p	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: 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 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 3013 2666

Email: regulatoryservices@chde.qld.gov.au
Website: www.chde.qld.gov.au/regulatoryservices

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: 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: 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/