Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019



ABN: 86 504 771 740



Form 3

Fair 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/fair-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 management details

1.1 Retirement village location	Retirement Village Name: Fair Haven Retirement Village Street Address: 15 Morning Street Suburb: Maryborough State: Qld Post Code: 4650
1.2 Owner of the land	Name of land owner: Churches of Christ in Queensland
on which the	Australian Company Number (ACN): 147 481 436
retirement village	Address: 41 Brookfield Road
scheme is located	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: 7 August 1970
1.4 Village	Name of village management entity and contact details:
management and	Churches of Christ in Queensland
onsite availability	Australian Company Number (ACN): 147 481 436

	Phone: 07 4122 5615 Email: retirementlivingqld@cofcqld.com.au
	An onsite manager (or representative) is available to residents:
	 ☑ Part time: Monday to Friday 8.30 am to 3.00 pm ☑ Other: Emergency calls
	Onsite availability includes:
	Weekdays: Monday to Friday 8.30 am to 3.00 pm
	Weekends: Emergency calls
1.5 Approved closure	Is there an approved transition plan for the village?
plan or transition plan for the retirement	□ Yes ⊠ No
village	A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.
	Is there an approved closure plan for the village?
	□ 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.
	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
	If yes, provide details of the registered statutory charge:
Part 2 – Age limits	
2.1 What age limits	The age limits applicable to this retirement village scheme are:
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

	<u> </u>	<i>u</i> = -			
	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, FA	CILITIES AND SE	RVICES			
Part 3 – Accommodatio	n units: Nature o	f ownership o	r tenure		
3.1 Resident	Freehold (owner resident)				
ownership or tenure of the units in the village	Lease (non-o	wner resident)			
is:	Licence (non	-owner resider	nt)		
	Share in com	pany title entit	y (non-owner resi	dent)	
	Unit in unit tru	ust (non-owne	r resident)		
	Rental (non-o	owner resident)		
	☐ Other				
	in respect of any respite purposes or other purpose	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 <i>Retirement Villages Act 1999 (Qld)</i> or not.			
Accommodation types					
3.2 Number of units by accommodation type and tenure	There are 65 uni units in multi-stor			single story units; 0	
Accommodation	Freehold	Leasehold	Licence	Other – Rental	
Independent living units					
- Studio			4	6 - Rental	
- One bedroom			14		
- Two bedroom	37 3 – used by				
			37	3 – used by village	
- Three bedroom			37		
- Three bedroom Serviced units					
Serviced units					
Serviced units - Studio					
Serviced units - Studio - One bedroom					
Serviced units - Studio - One bedroom - Two bedroom					
Serviced units-Studio-One bedroom-Two bedroom-Three bedroom					

3.3 What disability access and design features do the units	\boxtimes Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in \boxtimes all units \square some units				
and the village contain?	\Box Alternatively, a ramp, elevator or lift allows entry into \Box all \Box some units				
	oxtimes Step-free (hobless) shower in $oxtimes$ some units				
	oxtimes Width of doorways allow for wheelchair access in $oxtimes$ some units				
	oxtimes Toilet is accessible in a wheelchair in $oxtimes$ some units				
	□ Other key features in the units or village that cater for people with disability or assist residents to age in place				
	None Note: In some villages, units may have been built at different times/stages. Therefore, the applicable standards and building codes may differ between different units.				
Part 4 – Parking for resi	dents and visitors				
4.1 What car parking in the village is available for	\boxtimes Some (27) independent living units with own garage or carport attached or adjacent to the unit				
residents?	Independent living units with own garage or carport separate from the unit				
	□ Independent living units with own car park space separate from the unit				
	⊠ General car parking for residents in the village				
	☑ Other parking – 9 detached garages are available on a rental basis. Fees apply.				
	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.				
4.2 Is parking in the village available for	⊠ Yes □ No				
visitors? If yes, parking restrictions include	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 village operator reserves the right to impose restrictions in the course of administering the village.				
Part 5 – Planning and de	evelopment				

5.1 Is construction or development of the	Year village construction started 1968 (approx.)			
village complete?	S Fully developed / completed			
	Partially developed / completed			
	□ Construction yet to commence			
	Note: The village operator reserved redevelop all or part of the village	ves the right to further develop or e in the future.		
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i> N/A			
5.3 Redevelopment plan under the <i>Retirement Villages</i> <i>Act 1999</i>	 Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>? □ Yes ⊠ No <i>The Retirement Villages Act may require a written redevelopment plan</i> 			
	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	Activities or games room	☐ Medical consultation room		
available to residents:	☐ Arts and crafts room	□ Restaurant		
	Auditorium	Shop		
	BBQ area outdoors	Swimming pool [indoor / outdoor]		
	☐ Billiards room	[heated / not heated]		
	Bowling green [indoor/outdoor]	☐ Separate lounge in community centre		
	Spa [indoor / outdoor]			
		[heated / not heated		

	Business centre (e.g. computers, printers, internet access)	 Storage area for boats / caravans Tennis court [full/half] 		
	Chapel / prayer room	☐ Village bus or transport		
	Communal laundries	□ Workshop		
	Community room or centre	□ Other		
	Dining room			
	⊠ Gardens			
	☐ Gym			
	 ☐ Hairdressing or beauty room ☑ Library 			
		al Services Charge paid by residents or (e.g. with an aged care facility).		
	•	m time to time specify particular village dents must comply with those rules.		
Some village facilities ma	y be subject to user charges.			
participate in certain activ	ities within the co-located resident dents and others, including:	sidents may use certain facilities and tial aged care facility, in common with		
Charges may apply to sor	ne of these facilities/activities.			
6.2 Does the village	🛛 Yes 🗌 No			
have an onsite, attached, adjacent or co-located residential aged care facility?	Name of residential aged care facility and name of the approved provider			
	Facility: Churches of Christ Fair Haven Aged Care Service Maryborough. Approved provider: Churches of Christ			
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	The General Services are all services supplied, or made available, to all residents of the village, associated with the Operating Costs.			
the General Services Charge fund paid by	What are the Operating Costs?			
residents)?	incurs in co	ing Costs are the total of all expenses the village operator nnection with the ownership, operation, management and ion 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 inc	clusions in the Operating Costs		
	The Operat	ing 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)	fire-fighting 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;
	(0)	the operation and day-to-day maintenance of vehicles used for the operation of the village or transportation of residents of the village, including insurance, accident or crash expenses, 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 contributions, excluding
		 i. costs awarded against the village operator by a tribunal or court; and ii. 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	🛛 Yes	□ No
personal services provided or made available to residents	Meals - Lur	nch
on a user-pays basis?	Delivery fee Salad: \$5.0	

	Sandwiches: \$5.00 Main meal: \$8.00 Main meal & Dessert: \$11.00
	These charges are subject to change at any time. The provider of these optional personal services is Churches of Christ Aged Care.
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	 Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number 22808) Yes, home care is provided in association with an Approved 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	by be eligible to receive a Home Care Package, or a Commonwealth ubsidised by the Commonwealth Government if assessed as eligible by t team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care by the <i>Retirement Villages Act 1999</i> (Qld). heir own approved Home Care Provider and are not obliged to use ovider, if one is offered.
Part 8 – Security and en	nergency systems
8.1 Does the village have a security system?	🗌 Yes 🖾 No
have a security	□ Yes ⊠ No ⊠ Yes - all residents □ Optional □ No Tunstall Health – This system involves a personal alarm and 24 hour monitoring service. □ No
 have a security system? 8.2 Does the village have an emergency help system? If yes or optional: the emergency help 	☑ Yes - all residents □ Optional □ No Tunstall Health –This system involves a personal alarm and 24 hour

8.3 Does the village have equipment that	🛛 Yes 🗌 No
provides for the safety or medical emergency	First Aid kits located in community hub.
of residents?	Please note 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		Accommodation Unit Range of ingoing contribution		ibution	
estimated ingoing	Independent living units				
contribution (sale	- Studio		\$95,000.00 to \$95,000.00		
price) range for all types of units in the	- One bedroom		\$210,000.00 to \$230,000.00		230,000.00
village	- Two bedroom	s		\$240,000.00 to \$2	290,000.00
	- Three bedroor	ms	\$330,000.00 to \$330,000.00		
	Serviced units				
	- Studio		\$	to \$	
	- One bedroom		\$	to \$	
	- Two bedroom	s s	\$	to \$	
	- Three bedroor	ms s	\$	to \$	
	Other		\$	to \$	
	Full range of ingoing contributions for all\$95,000.00 to \$330,00unit types			30,000.00	
	Note: the amounts Standard Ingoing (resident contract is	Contributior	ns", i.e.	assuming that an	" "Option A"
9.2 Are there different financial options	🛛 Yes 🗌 No				
available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract? If yes: specify or set out	preferred contract contribution upon e	dents may select from three contract options. In selecting their rred contract option, residents may elect to pay a lower ingoing ibution upon entry to the village, in return for paying a higher ex pon departure from the village. These contract options may be narised as follows:		lower ingoing ing a higher exit	
in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	Contract Option	Percentage Original Standard Ingoing	e of	Relevant Exit Fee Table – refer Item 11.1	Maximum Exit Fee Percentage (based on your

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

		Contribution payable		Original Standard Ingoing Contribution)
	Option A	100%	Table A	35%
	Option B	95%	Table B	40%
	Option C	90%	Table C	45%
	 ingoing contribution "Option A" resident to occupy the unit The village operations it offers of resident of your ut this regard included (a) to introduce (b) to change the village operations (c) not to offer of more units; 	nce contract, at the under your residents tor reserves the right ther residents of the nit). Without limitates the right: or discontinue on the units or number ator offers one or one or more contra	e time you are gra ence contract. ght at any time to ne village (includin ation, the village o e or more contract r of units in respect more contract opti act options in resp	ou entered into an anted the licence vary the contract og any subsequent perator's right in et options; ct of which the ions; bect of one or
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 Advance payment of General Services Charge 			
	\boxtimes Other costs - A	dministration Fee	\$660.00	
Part 10 – Ongoing Cost	s - costs while livi	ng in the retirem	ent village	
General Services Charge available to residents in t gardening and general m entertainment described	he village, which maintenance and oth	ay include manag	ement and admini	stration,
Meintenence Deceme Fund contribution. Decidents new this shows for meinteining and				

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 \$121		\$121.00			\$20.53	
*Note	the General Serv	vices Charge d	oes not include the N	laintenar	ice Reserve Fund Co	ontribution
Last three years of General Servic Financial General Servic year Charge (range) (weekly)		vices	ices Overall % e) change from previous year		Reserve Fund cor enance ve Fund bution (range) /y)	ntribution Overall % change from previous year (+ or -)
2023/24	\$121.00		+8.00%	\$18.49		+14.49%
2022/23	\$112.04		+1.00%	\$16.15		
2021/22	\$110.935		+2.99%	\$16.59		-16.02%
relating to t are not cove General Ser Charge? (re will need to	0.2 What costs Conten				 Water Telephone Internet Pay TV Other – If applicable, Garage Fee of \$10.00 per week (this only applies to the detached garages referred to in item 4.1. 	
10.3 What o ongoing or costs for re maintenand replacemen in, on or att the units ar responsible pay for whil in the unit?	occasional pair, e and it of items ached to e residents for and le residing	referred to in item 4.1. Unit fixtures - Solar panels and inverter (applicable on selected units) Unit fittings Unit appliances None Additional information If your unit includes a garden then you must keep the garden in go condition. You must keep your unit clean. You must take reasonable steps to keep your unit free of pests (oth than termites), including by having pest control treatments (other th termite treatments) carried out in your unit at your expense annual and whenever else the village operator reasonably requires you to 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 with the village		e garden in good ee of pests (other ments (other than opense annually equires you to do ith the village made by a		

	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 – whe	you leave the village				
	an exit fee to the operator when they leave their unit or when the right I. 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 <i>Retirement Villages Act 1999 (Qld)</i> 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 <i>Retirement Villages Act 1999 (Qld)</i> .				
	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 Opt	on A				
Time period from date of occupation of unit to the date the resident ceases 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			

reside in the unit	
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

date the resident ceases to

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 occount on a daily basis.	cupation is not a whole number of years, the exit fee will be worked	
Contribution after 6 year The minimum exit fee is	d) exit fee will be 45% of your Original Standard Ingoing s of residence, plus a termination fee of \$1,000.00. 1 day/365 days (1 day/366 days in a leap year) of 20% of your g Contribution, plus a termination fee of \$1,000.00, if the period of	
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:	
	<pre>(A - B - C) D 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</pre>	
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 INO The resident is only responsible for reinstatement work to the extent it is required because the resident has caused damage or accelerated wear to 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 responsible for renovation of the unit when they leave the unit?	No Renovation means replacements or repairs other than reinstatement work. By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.
Part 13– Capital gain or 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?	Iosses
	nt or buyback of freehold units
	amount the operator may be required to pay the former resident under a ne right to reside is terminated and the former resident has left the unit.
14.1 How is the exit entitlement which the operator will pay the resident worked out?	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

14.2 When is the exit entitlement payable?	 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 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?	 3 accommodation units were vacant as at the end of the last financial year 10 accommodation units were resold during the last financial year 			
	1.6 months was the average length of time to sell a unit over the last three financial years			
Part 15 – Financial man	agement of the	village		
15.1 What is the	General Serv	vices Charges	Fund for the last 3 yea	rs
financial status for the funds that the operator is required to	Financial Year	Deficit/ Surplus	Balance	Change from previous year
maintain under the Retirement Villages Act 1999?	2023/24	\$48,427	\$48,427	20.9%
	2022/23	\$40,055	\$40,055	-30.66%
	2021/22	\$57,761	\$57,761	11.7%
		year <i>OR</i> last qu	s Charges Fund for larter if no full	\$48,427

	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available	\$219,104
	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available	\$28,977
	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund	The village operator contributes to the Capital
	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.	Replacement Fund in accordance with the relevant quantity surveyor report as updated from time to time
	OR \Box 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 Do If yes, the resident is responsible for these insurance policies: Your property in your unit; 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	 Yes No (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 consequence of the termination of your residence contrac will apply, except that: 		
	(A) you will not be required to pay the village ope 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 contribution (or any share of those amounts) after your Exit Date.	
Pets			
17.2 Are residents allowed to keep pets?	🗆 Yes 🖾 N	0	
If yes: specify any restrictions or conditions on pet ownership	 village without the give or refuse the conditions it thin a pet then: (a) that conserve extend to a (b) you must of (c) the village nuisance, village. 	in a tank, you may not have pets in your unit or in the ne village operator's consent. The village operator may is consent in its absolute discretion or may impose any ks fit on its consent. If the village operator consents to nt is particular to the approved pet only, and does not a replacement of that pet; comply with any conditions of that consent; and operator may revoke the consent if the pet is a in which case you must remove the pet from the	
	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)	(but not wi (i) for only the (ii) for with villa	o allow your visitor or guest to stay in your unit with you thout you also being at the unit): no more than 14 days in any three-month period, but with the village operator's prior written consent (which village operator will not unreasonably withhold); or more than 14 days in any three-month period, but only the village operator's prior written consent (which the ge operator may grant or refuse in its absolute cretion).	

	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 depy in its absolute discretion or give on such 		
	 (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. 		
Village by-laws and villa	nge rules		
17.4 Does the village have village by-laws?	□ Yes ⊠ No		
	By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.		
	Note: See notice at end of document regarding inspection of village by-laws		
17.5 Does the operator have other rules for the village.	☐ Yes ⊠ No If yes: Rules may be made available on request		
Resident input			
17.6 Does the village have a residents	🗆 Yes 🖾 No		
committee established under the <i>Retirement</i> <i>Villages Act 1999</i> ?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.		
	You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.		
Part 18 – Accreditation			
18.1 Is the village voluntarily accredited	□ No, village is not accredited		
through an industry- based accreditation scheme?	 Yes, village is voluntarily accredited through: ARVAS (Australian Retirement Villages Accreditation Scheme) 		
.	accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.		
Part 19 – Waiting list			
19.1 Does the village maintain a waiting list for entry? If yes,	🛛 Yes 🗆 No		
• 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 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 <u>www.chde.qld.gov.au</u>

General Information

General information and fact sheets on retirement villages: <u>www.qld.gov.au/retirementvillages</u> For more information on retirement villages and other seniors living options: <u>www.qld.gov.au/seniorsliving</u>

Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act. Department of Communities, Housing and Digital Economy GPO Box 690, Brisbane, QLD 4001 Phone: 07 3013 2666 Email: <u>regulatoryservices@chde.qld.gov.au</u> Website: www.chde.gld.gov.au/regulatoryservices

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland. Caxton Legal Centre Inc. 1 Manning Street, South Brisbane, QLD 4101 Phone: 07 3214 6333 Email: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension Phone: 132 300 Website: <u>www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-</u> retirement

Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation. Caxton Legal Centre Inc. 1 Manning Street, South Brisbane, QLD 4101 Phone: 07 3214 6333 Email: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

Queensland Law Society

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

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions. GPO Box 1639, Brisbane, QLD 4001 Phone: 1300 753 228 Email: 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/