# **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

# This form is effective from 1 February 2019



ABN: 86 504 771 740



Form 3

# St James 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 <a href="http://cofc.com.au/st-james">http://cofc.com.au/st-james</a>
- 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:

٠	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: St James Retirement Village Street Address: 260 Fulham Rd Suburb: Heatley State: Qld Post Code: 4814	
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): 147481436 Address: 41 Brookfield Road Suburb: Kenmore State: QLD Post Code: 4069 Date entity became operator: 2 <sup>nd</sup> July 2012	

1.4 Village management and	Name of village management entity and contact details:		
onsite availability	Churches of Christ in Queensland		
	Australian Company Number (ACN): 147 481 436		
	Certificate of Registration: ABN is 28 953 930 342		
	Phone: 07 4760 8000 Email: retirementlivingqld@cofcqld.com.au		
	An onsite manager (or representative) is available to residents:		
	⊠ Full time		
	Onsite availability includes:		
	Weekdays Monday to Friday: 8.30am to 4.30pm		
	Weekends and after-hours: 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.		
[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		
	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, FA	CILITIES AND SE	RVICES		
Part 3 – Accommodation	n units: Nature of	ownership or	tenure	
3.1 Resident	Freehold (own	ner resident)		
ownership or tenure of the units in the village	🛛 Lease (non-o	wner resident)		
is:	⊠ Licence (non-owner resident)			
	□ Share in company title entity (non-owner resident)			)
	□ Unit in unit trust (non-owner resident)			
	Rental (non-owner resident)			
	□ Other			
	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.			
As residents vacate the leasehold accommodation unit will be offered licences over those accommodation unit tenure will not be offered to new residents in the future			nits. Leasehold	
Accommodation types				
3.2 Number of units by accommodation type and tenure				
Accommodation	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom		1	5	
- Two bedroom		13	80	4 Rental
- Three bedroom		3	7	
Serviced units				
		1		

- Studio					
			14	6 Dontol	
- One bedroom			14	6 Rental	
- Two bedroom					
- Three bedroom					
Other					
Total number of units		17	106	10	
Access and design					
3.3 What disability access and design	$\boxtimes$ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in $\boxtimes$ some units				
features do the units and the village contain?	$\Box$ Alternatively, a ramp, elevator or lift allows entry into $\Box$ some units				
contain	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:				
Automatic opening doors to reception, café and activ			eption, café and activi	ties areas.	
	Note from the village operator: 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 res	dents and visitors	S			
4.1 What car parking in the village is available for	Some (84) independent living units with own garage or carport attached or adjacent to the unit.				
residents?	Some (12) independent living units with own car park space adjacent to the unit.				
	Some (17) independent living units and all (20) serviced units with no car parking for residents				
	Restrictions on re	esident's car pa	rking include:		
	agreement with the Visitor parking is	he village opera for visitors only r unit" policy, h	village if they have er ator to use one of the . The village has a ge owever an exception ator.	village carparks. eneral "maximum	

4.2 Is parking in the village available for visitors? If yes, parking restrictions 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		
	of administering the village.	nt to impose restrictions in the course	
Part 5 – Planning and de	evelopment		
5.1 Is construction or development of the village complete?	Year village construction started I Fully developed / completed I Partially developed / completed		
	$\Box$ Construction yet to commence	e	
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 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</i>		
	<i>Economy.</i> <b>Note:</b> see notice at end of document regarding inspection of the development approval documents.		
Part 6 – Facilities onsite	at the village		
6.1 The following facilities are currently	Activities or games room	Medical consultation room	
available to residents:	☐ Arts and crafts room	□ Restaurant	
	Auditorium	□ Shop	
	BBQ area outdoors		

	Billiards room (table within	[heated]	
	clubhouse)	Separate lounge in community centre	
	Bowling green [indoor]	⊠ Spa [outdoor]	
	☐ Business centre (e.g. computers, printer, internet	[heated]	
	access)	☐ Storage area for boats / caravans	
	Chapel / prayer room	☐ Tennis court [full/half]	
	Communal laundries	⊠ Village bus or medical car	
	Community room or centre		
	⊠ Dining room		
	⊠ Gardens	⊠ Other – Garden Club with Greenhouse	
	⊠ Gym		
	⊠ Hairdressing or beauty		
	room ⊠ Library		
Details about any facility t	-	I Services Charge paid by residents or	
	s on access or sharing of facilities	• • •	
		m time to time specify particular village ents must comply with those rules.	
Some village facilities ma	y be subject to user charges.		
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?			
<b>Note:</b> 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)?	The Operating Costs are the total of all expenses the village operator incurs in connection with the ownership, operation,		

managem	ent 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 in	nclusions in the Operating Costs
The Opera	ting 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;
(1)	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 any 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:
		<ul> <li>costs awarded against the village operator by a tribunal or court; and</li> </ul>
		<ul> <li>legal costs incurred by the village operator in relation to a retirement village issue (as defined in the Act).</li> </ul>
	(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	🛛 Yes 🛛	No
available to residents on a user-pays basis?	Agreement for	Dove Apartments may enter into a Personal Services r the village operator to provide washing of bed linen and towels eaning of the unit at a cost of \$113.90 per fortnight.
	provided by th	y opt in to the emergency response monitoring system ne village operator at a rate of \$8.12 per fortnight. intment Vehicle – provided by the operator Monday to ointment

	Pricing (calculated on distance of round trip):		
	<ul> <li>0 - 10 Km: \$9.00</li> <li>11 - 20 km: \$15.00</li> <li>21 - 30 km: \$25.00</li> </ul>		
	Subject to the agreement of the village operator, residents of any unit in the village may request that the village operator provide one or more of the optional personal services referred to above.		
	All personal services charges are set by the operator at its discretion and are subject to change from time to time.		
7.3 Does the retirement village operator provide government funded	Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number 21711)		
home care services under the <i>Aged Care</i> <i>Act 1997 (Cwth)</i> ?	☐ Yes, home care is provided in association with an Approved Provider [name of provider]		
	$\Box$ 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 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	art 8 – Security and emergency systems		
8.1 Does the village have a security system?	□ Yes ⊠ No		
	Random night patrols between 6pm and 6am, 7 days a week. St James is a gated village with gate closed between 6pm and 6am – access is with a swipe or key pad issued by the operator.		
8.2 Does the village have an emergency help system?	☐ Yes - all residents		
If yes or optional: • the emergency help	Tunstall Health –This system involves a personal alarm and 24 hour monitoring service.		
system details are:	<ul> <li>You do not need to be next to your phone or the base alarm unit.</li> <li>The alarm has a powerful speaker and microphone which allows a two-way voice function.</li> <li>The system is monitored 24 hours a day 7 days a week</li> </ul>		

	<ul> <li>365 days of the year.</li> <li>Fees associated with the emergency help system form part of the General Services Charge and/or maintenance reserve fund contributions.</li> <li>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 emergency call system and the telephone connection is</li> </ul>		
the emergency help system is monitored between:	your responsibility. 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	First aid kits located in office, clubhouse, medical car.		
of residents?	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	Accommodation Unit	Range of ingoing contribution	
estimated ingoing	Independent living units		
contribution (sale	- One bedroom	\$240,000.00 to \$275,000.00	
price) range for all types of units in the	- Two bedrooms	\$275,000.00 to \$330,000.00	
village	- Three bedrooms	\$395,000.00 to \$420,000.00	
	Serviced units		
	- One bedroom	\$90,000.00 to \$90,000.00	
	Other	\$ to \$	
	Full range of ingoing contributions for all unit types	\$90,000.00 to \$420,000.00	
		to in this Item 9.1 represent "Original ons", i.e. assuming that an "Option A" I (see Item 9.2 for details).	
9.2 Are there different financial options	⊠ Yes □ No		
available for paying the ingoing contribution and exit fee or other fees and	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		

charges under a residence contract?	fee upon departu summarised as fo	re from the village.	These contract of	options may be
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.	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%
9.3 What other entry	to occupy the unit The village opera options it offers of resident of your u this regard includ (a) to introduc (b) to change village operator of (c) not to offer more units; or	init). Without limita es the right: the units or numbe ffers one or more of r one or more cont details of one or r	ence contract. ght at any time to be village (includir tion, the village o ne or more contra er of units in resp contract options; ract options in res	vary the contract ng any subsequent perator's right in act options; ect of which the spect of one or
costs do residents need to pay?	□ Costs related t	o your residence c to any other contra		rvices for Resident
		o any other contra- lient of General Sel		
		Administration Fee		

# 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 Curren contributio		es of Genera	al Services Char	ge and	Maintenance R	eserve Fund
Type of Ur	nit	Genera (weekly)	l Services Charg	e	Maintenance contribution (weekly)	e Reserve Fund
Independer	nt Living Units	;				
- One	bedroom	\$81.375	to \$104.055		\$32.20 to \$41	1.225
- Two	bedrooms	\$96.11 t	o \$133.12		\$38.20 to \$52	2.905
	e bedrooms	\$150.29	5		\$59.60	
Serviced U	nits					
	bedroom	\$147.99	5 es not include the		\$57.66	
Financial year	ears of Genera General Sei Charge (ran (weekly)	vices	Charge and Mainte Overall % change from previous year	Mainte Reser	enance ve Fund bution (range)	ntribution Overall % change from previous year (+ or -)
2023/24	\$77.65 to \$143.15		+7.43%	\$29.95	5 to \$55.41	+9.07%
2022/23	\$72.14 to \$133.24		-0.64%	\$27.44	5 to \$50.80	+1.71%
2021/22	\$72.605 to \$	134.10	+1.49%	\$26.98	35 to \$49.945	-0.80%
10.2 What or relating to t are not cov General Ser Charge? (re will need to costs separ	the units ered by the rvices esidents pay these rately)	□ Home ii only)	ts insurance nsurance (freehol ity (Dove units inc		<ul> <li>□ Water</li> <li>⊠ Telephone</li> <li>⊠ Internet</li> <li>⊠ Pay TV</li> <li>⊠ Other: Qld F</li> <li>Dove Apartment</li> <li>applicable)</li> </ul>	Fire Brigade levy – hts only (if
ongoing or costs for re maintenand replacement in, on or att the units ar responsible pay for whith in the unit?	occasional pair, e and it of items ached to e residents of or and le residing	units) Unit fitti selected ur Unit app None	,			

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 you take occupation, you are responsible for keeping them clean, well 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.
☐ Yes ⊠ No 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.
n you leave the village
an exit fee to the operator when they leave their unit or when the right d. This is also referred to as a 'deferred management fee' (DMF).
<ul> <li>Yes – all residents pay an exit fee calculated using the same formula</li> <li>Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> </ul>
□ No exit fee
□ Other
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).

(a)	the date your residence contract expires or is terminated; and
(b)	the date that you vacate the unit,
as t	any other date that the Retirement Villages Act 1999 (Qld) specifies the date as at which the exit fee for a residence contract is to be, or y be, calculated.
Cos you the Dat and All r	simplicity, the Exit Fee information below and any Prospective ets Document given to you assume that the date of occupation of r unit and the commencement date of your residence contract are same date, and that you cease to reside in the unit on the Exit e. However, this is subject to the terms of your residence contract I the Retirement Villages Act 1999 (Qld).
	lucted from their exit entitlement (see Item 14.1).
Table A – Contract Option	
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
out on a daily basis. The maximum (or capped) e	ation is not a whole number of years, the exit fee will be worked exit fee will be 35% of your Original Standard Ingoing residence, plus a termination fee of \$1,000.00.
The minimum exit fee is 1 da	ay/365 days (1 day/366 days in a leap year) of 10% of your ontribution, plus a termination fee of \$1,000.00, if the period of
Table B – Contract Option	В
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
3 years 4 years	25% of your Original Standard Ingoing Contribution30% of your Original Standard Ingoing Contribution

6 years	40% of your Original Standard Ingoing Contribution
10 years	40% of your Original Standard Ingoing Contribution
out on a daily basis. The maximum (or capp	ed) exit fee will be 40% of your Original Standard Ingoing
The minimum exit fee is	rs of residence, plus a termination fee of \$1,000.00. 1 day/365 days (1 day/366 days in a leap year) of 15% of your ng Contribution, plus a termination fee of \$1,000.00, if the period of
Table C – Contract Op	tion C
Time period from date of occupation of unit to the date the resident cease reside in the unit	e 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
out on a daily basis. The maximum (or capp Contribution after 6 yea The minimum exit fee is	ecupation is not a whole number of years, the exit fee will be worked ed) exit fee will be 45% of your Original Standard Ingoing rs of residence, plus a termination fee of \$1,000.00. a 1 day/365 days (1 day/366 days in a leap year) of 20% of your
occupation is 1 day.	ng Contribution, plus a termination fee of \$1,000.00, if the period of           If the former resident and scheme operator cannot agree on the
osts do residents eed to pay or ontribute to?	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:
	$\frac{(A - B - C)}{D}$ Where:

	<ul> <li>A = the resident's ingoing contribution</li> <li>B = the exit fee</li> <li>C = the termination fee</li> <li>D = the ingoing contribution payable by the next resident of the unit</li> <li>□ Legal costs</li> <li>⊠ Other costs - \$1,000.00 termination fee</li> </ul>
Part 12 – Reinstatement	and renovation of the unit
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	Yes No The resident is only responsible for reinstatement work to the extent it is required because the resident has caused damage or accelerated
	<ul> <li>wear to the unit.</li> <li>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:</li> <li>fair wear and tear; and</li> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul>
	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	X No
responsible for renovation of the unit when they leave the unit?	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	⊠ No

resident share in the capital *gain* or capital *loss* on the resale of their unit?

# Part 14 – Exit entitlement or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the	Your ingoing contribution
operator will pay the	Less exit fee.
resident worked out?	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?	<ul> <li>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</li> <li>the day stated in the residence contract</li> <li>&gt; 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.</li> </ul>
	<ul> <li>14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> </ul>
	• 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?	8 accommodat year	ion units were	vacant as at the end c	of the	e last financial
	10 accommoda	ation units were	e resold during the las	t fina	ancial year
	1.5 months wa three financial	-	ength of time to sell a	unit	over the last
Part 15 – Financial man	agement of the	village			
15.1 What is the	General Serv	vices Charges	Fund for the last 3 ye	ears	
financial status for the funds that the operator is required to	Financial Year	Deficit/ Surplus	Balance		Change from previous year
maintain under the	2023/24	(\$10,422)	(\$10,422)		(132%)
<i>Retirement Villages Act 1999?</i>	2022/23	\$32,208	\$32,208		(30.73%)
	2021/22	\$46,495	\$46,495		176%
		year <i>OR</i> last qu	s Charges Fund for arter if no full	(10	,422)
		OR last quarte	e <b>serve Fund</b> for last r if no full financial	\$7	54,621
		year <i>OR</i> last qu	<b>ment Fund</b> for the arter if no full	\$18	33,150
		f a resident ing Capital Replac	oing contribution cement Fund	cor	e village operator htributes to the pital
	ingoing contri surveyor's rep	bution, as dete port, to the Cap	age of a resident's rmined by a quantity ital Replacement eplacing the village's	Re in a the sur upo	placement Fund accordance with relevant quantity veyor report as dated m time to time.
	OR I the vil	lage is not yet o	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: Part 17 – Living in the vi	<ul> <li>Yes No</li> <li>If yes, the resident is responsible for these insurance policies: <ul> <li>Your property in your unit;</li> <li>Public liability claims brought as a result of any incident occurring in your unit; and</li> <li>Workers compensation claims brought by any employee or contractor that you engage to carry out work or provide services in your unit.</li> </ul> </li> </ul>
Trial or settling in period	
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	<ul> <li>X Yes No</li> <li>(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.</li> <li>(b) If you give the village operator notice in accordance with paragraph (a), then: <ul> <li>(i) the termination date is one (1) month after the date the village operator receives your notice;</li> <li>(ii) all the provisions of your residence contract that apply as a consequence of the termination of your residence contract will apply, except that: <ul> <li>(A) you will not be required to pay the village operator the exit fee; and</li> <li>(B) your exit entitlement will be payable no later than your Exit Date; and</li> <li>(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.</li> </ul> </li> </ul></li></ul>
<b>17.2 Are residents</b> <b>allowed to keep pets?</b> If yes: specify any restrictions or conditions on pet ownership	<ul> <li>Yes DNo</li> <li>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:</li> <li>(a) that consent is particular to the approved pet only, and does not extend to a replacement of that pet;</li> <li>(b) you must comply with any conditions of that consent; and</li> <li>(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.</li> </ul>

Visitors	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.
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)	<ul> <li>Yes Do</li> <li>(a) You may allow your visitor or guest to stay in your unit with you (but not without you also being at the unit): <ul> <li>(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</li> <li>(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's prior written consent (which the village operator may grant or refuse in its absolute discretion).</li> </ul> </li> <li>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.</li> </ul>
	<ul> <li>(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</li> <li>(i) give or deny in its absolute discretion or give on such terms and conditions as the village operator thinks fit; and</li> <li>(ii) withdraw at any time</li> </ul>
Village by-laws and villa	nge rules
17.4 Does the village have village by-laws?	<ul> <li>☐ Yes ⊠ No</li> <li>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.</li> <li>Note: See notice at end of document regarding inspection of village by-laws</li> </ul>
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	🛛 Yes 🗌 No

under the <i>Retirement</i> <i>Villa</i> ges <i>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?	<ul> <li>No, village is not accredited</li> <li>Yes, village is voluntarily accredited through: ARVAS (Australian Retirement Village Accreditation Scheme)</li> </ul>
	accreditation schemes are industry-based schemes. The <i>Retirement</i> ot 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
<ul> <li>what is the fee to join the waiting list?</li> </ul>	🖾 No fee
Access to documents	
The following operation and a prospective resid inspect or take a copy the request by the date least seven days after f	• • •
The following operation and a prospective resid inspect or take a copy the request by the date least seven days after to Certificate of regis	lent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at the request is given). Itration for the retirement village scheme
The following operationand a prospective resideinspect or take a copythe request by the dateleast seven days after forImage: Seven days afte	lent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at he request is given).
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The following operationand a prospective resideinspect or take a copy ofthe request by the dateleast seven days after for⊠Certificate of regise⊠Certificate of title of⊠Village site plan⊠Plans showing the□Plans of any units□Development or p	lent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at the request is given). Stration for the retirement village scheme or current title search for the retirement village land e location, floor plan or dimensions of accommodation units in the village or facilities under construction lanning approvals for any further development of the village
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The following operationand a prospective residentinspect or take a copy ofthe request by the dateleast seven days after forImage: Seven days after forImage	lent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at the request is given). Intration for the retirement village scheme for current title search for the retirement village land a location, floor plan or dimensions of accommodation units in the village or facilities under construction lanning approvals for any further development of the village velopment plan for the village under the <i>Retirement Villages Act</i> sition plan for the village ure plan for the village ial statements and report presented to the previous annual meeting
The following operation and a prospective residuant of the request by the date of	Alent or resident may make a written request to the operator to obthese documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at the request is given). Attration for the retirement village scheme for current title search for the retirement village land a location, floor plan or dimensions of accommodation units in the village or facilities under construction lanning approvals for any further development of the village velopment plan for the village under the <i>Retirement Villages Act</i> sition plan for the village ure plan for the village jail statements and report presented to the previous annual meeting village balance of the capital replacement fund, or maintenance reserve fund s charges fund (or income and expenditure for general services) at the
The following operation         and a prospective resident         inspect or take a copy of         the request by the date         least seven days after for         ⊠       Certificate of regise         ⊠       Certificate of title of         ⊠       Certificate of title of         ⊠       Village site plan         ⊠       Plans showing the         □       Plans of any units         □       Development or p         □       An approved rede         □       An approved trans         □       An approved trans         □       Statements of the         of the retirement we       of the retirement we         ∞       Statements of the         □       Statements of the         □       Statements of the	Alent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at the request is given). Attration for the retirement village scheme or current title search for the retirement village land a location, floor plan or dimensions of accommodation units in the village or facilities under construction lanning approvals for any further development of the village velopment plan for the village under the <i>Retirement Villages Act</i> sition plan for the village ure plan for the village ial statements and report presented to the previous annual meeting rillage balance of the capital replacement fund, or maintenance reserve fund

- ☑ 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: <u>www.chde.qld.gov.au/regulatoryservices</u>

# Queensland Retirement Village and Park Advice Service (QRVPAS)

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