



Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019



Name of village: **Parque Vista on Seville**

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 www.sccqld.com.au/locations/parque-vista/
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

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

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

village law. See www.qls.com.au or phone: 1300 367 757.

More information

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

The information in this Village Comparison Document is correct as at *1 February 2019* 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: Parque Vista on Seville Street Address: 85 Seville Road Suburb . Holland Park State Qld Post Code 4121
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Southern Cross Care (Qld) Ltd Australian Company Number (ACN): 627 193 962 Address: 2078 Logan Road Suburb: Upper Mount Gravatt State: Queensland Post Code 4122
1.3 Village operator	Name of entity that operates the retirement village (scheme operator) Southern Cross Care (Qld) Ltd Australian Company Number (ACN) 627 193 962 Address . 2078 Logan Road Suburb . Upper Mount Gravatt. State: Qld Post Code: 4122 Date entity became operator: 15 August 2016 (Scheme Operator entity formerly known as Southern Cross Care (Qld) Inc)
1.4 Village management and onsite availability	Name of village management entity and contact details Southern Cross Care (Qld) Ltd Australian Company Number (ACN) 627 193 962 Phone 07 3422 3862 Email parquevista@sccqld.com.au . An onsite manager (or representative) is available to residents: <input checked="" type="checkbox"/> Full time Weekdays . Monday to Friday. Weekends . Not available.

Part 2 – Age limits

2.1 What age limits apply to residents in this village? 65 Years of age or over

ACCOMMODATION, FACILITIES AND SERVICES**Part 3 – Accommodation units: Nature of ownership or tenure**

3.1 Resident ownership or tenure of the units in the village is: Lease (non-owner resident)

Accommodation types

3.2 Number of units by accommodation type and tenure There are 43 currently constructed (146 when fully constructed) units in the village, comprising 43 units in multi-storey building with 5 levels.

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units	0	43 currently constructed (146 when fully constructed)	0	0
- Studio	0	0	0	0
- One bedroom	0	0	0	0
- Two bedrooms	0	22	0	0
- Three bedrooms	0	21	0	0
Serviced units	0	0	0	0
- Studio	0	0	0	0
- One bedroom	0	0	0	0
- Two bedrooms	0	0	0	0
- Three bedrooms	0	0	0	0
Other	0	0	0	0
Total number of units	0	43 currently constructed (146 when fully constructed)	0	0

Access and design

3.3 What disability access and design features do the units and the village contain? None. Please note that the retirement village has not been assessed as disability compliant.

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?

- all units with own car park space separate from the unit
- Restrictions on resident's car parking include:
- Not to park any motor vehicle on any part of the Village other than an area set aside by the Operator for that purpose.
 - Not to obstruct the roads, pathways, entrances, exits and driveways in or about the Retirement Village or to use them for any purpose other than for reasonable ingress and egress to and from the Accommodation Unit or the Retirement Village.
 - Not to prevent or hinder the access of any other resident of the Retirement Village to their Accommodation Unit.

4.2 Is parking in the village available for visitors?

If yes, parking restrictions include e.g. time limit, swipe card/code; [or are available on request]

Yes No

Visitor parking is available in basement with security gate on timer.

Part 5 – Planning and development

5.1 Is construction or development of the village complete?

Year village construction started 2017
[Note: the Scheme Operator reserves the right to carry out future development of the village in accordance with the Act and Residence Contract]

Fully developed/completed

Partially developed/completed

Independent Living Building 1(43 units) completed 12/07/2017

Independent Living Building 2 (40 units) anticipated completion 15/10/2019

Independent Living Building 3 (36 units) pending construction

Independent Living Building 4 (27 units) pending construction

Construction yet to commence

<p>5.2 Is there development approval or a development application pending for further development or redevelopment of the village?</p> <p>If yes to either:</p> <ul style="list-style-type: none"> • Provide details and timeframe and final number and types of units and any new facilities. 	<p>Development approval granted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Development application pending <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>
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Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

- Activities or games room
- Arts and crafts room
- Auditorium
- BBQ area outdoors
- Billiards room
- Bowling green
 - indoor outdoor
- Business centre (e.g. computers, printers, internet access)
- Chapel/prayer room*
- Communal laundries
- Community room or centre*
- Dining room
- Gardens
- Gym
- Hairdressing or beauty room
- Library*
- Medical consultation room
- Restaurant
- Shop (coffee Shop)
- Swimming pool*
 - indoor outdoor
 - heated not heated
- Separate lounge in community centre

- Spa*
 - indoor outdoor
 - heated not heated
- ~~Storage area for boats/caravans~~
- ~~Tennis court~~ full half
- ~~Village bus or transport~~
- ~~Workshop~~
- Other (specify)
 - Resident's lounge and associated bathroom amenities*
 - Bathroom amenities associated with the library/ theatre*
 - Recreational/ social facilities
 - Grounds
 - Emergency call facilities
 - Multi-purpose rooms*
 - Men's shed/ activity room
 - Internal PABX system**
 - Wi-Fi**
 - Foxtel**
 - Charging facility for mobility scooters**
 - Retirement Village manager's office
 - Retirement village sales office
 - Visiting services room*
 - Theatre*

Note:

*facility is shared with Aged Care Facility

** facility available on fee for service basis

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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

- Emergency Call Facilities are provided subject to the resident at all times maintaining a telephone connection to the Accommodation Unit
- As noted above, some facilities are shared with the co-located Aged Care Facility
- As noted above, some facilities are provided on a fee for services basis

- Bus

The scheme operator intends to provide a bus to provide transport services to residents of the retirement village. However, the bus may not be provided when the retirement village commences operation. If this is the case, the scheme operator intends that the bus will be provided shortly thereafter, the precise timing to take into account demand by residents. Any outgoings associated with the bus and its use (including insurance, registration, servicing, oil, petrol and the salaries and wages paid to drivers) will form part of the General Services Charges.

- Mobile phone coverage within the retirement village

Upon practical completion of each stage of the retirement village units, the scheme operator will assess whether mobile phone coverage within the retirement village and the Balance Land is adequate. If the scheme operator, in its sole discretion, does not consider the coverage to be adequate, the scheme operator proposes to install appropriate infrastructure and/or technology to enhance the coverage.

- Charging facilities for electrically powered vehicles (other than mobility scooters)

During construction of the retirement village, the scheme operator proposes to install cabling to facilitate the possible future provision of charging facilities for electrically powered vehicles. While facilities to charge electrically powered vehicles will not be available when the retirement village commences operation, the scheme operator proposes to assess the demand for such facilities from time to time. Depending on such demand, market practices and associated costs, the scheme operator may introduce such facilities at an undetermined time in the future. If the scheme operator does so, the scheme operator will decide, in its sole discretion, the basis on which such facilities will be made available, including whether the associated costs are funded:

- through General Services Charges;
- on a user-pays basis; or
- by a combination of both of these methods.

- Rooftop common area

At any time after practical completion of the building comprising Stage 4 (as shown in the Plans), the scheme operator may, in its sole discretion, make all or part of the rooftop area of that building available as a common area for retirement village residents, on such terms as the scheme operator decides. The scheme operator is not obliged to make this area available to retirement village residents for this or any other purpose. Without limitation, the scheme operator may take into account demand, logistics, safety considerations and potential impacts on amenity.

6.2 Does the village have an onsite, attached or co-located residential aged care facility?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name of residential aged care facility and name of the approved provider The aged care facility known as Southern Cross Care Holland Park – Duhig Village is operated by Southern Cross Care (Qld) Ltd and is located on the same property as the retirement village.
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Note: Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*.

Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

Part 7 – Services

7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?	<ul style="list-style-type: none"> • management and administration – Note: The scheme operator may decide from time to time, in its sole discretion, whether the role of the manager for the retirement village: <ul style="list-style-type: none"> ○ is part time or full time; ○ requires the manager to live on site or not; and ○ is a shared role with other duties, whether relating to the retirement village or not (eg management of the Aged Care Facility); • gardening and day to day maintenance; • emergency call facilities on common property - Note: At the scheme operator’s sole discretion, the emergency call facilities may be monitored off-site. Also, the scheme operator reserves the right to alter the method by which emergency call facilities are provided at any time, including by adopting future changes in technology. Residents must cooperate with the scheme operator in the implementation of any such alterations; • community centre, comprising: <ul style="list-style-type: none"> ○ chapel (shared with the Aged Care Facility); ○ multi-purpose rooms (shared with the Aged Care Facility); ○ resident’s lounge and associated bathroom amenities (shared with the Aged Care Facility); ○ library (shared with the Aged Care Facility); ○ bathroom amenities associated with the library/future theatre (shared with the Aged Care Facility); ○ “men’s shed/ activity room”; • swimming pool (shared with the Aged Care Facility) - Note: The swimming pool may be heated during such times of the year, during such hours and to such temperature as the scheme operator decides from time to time, in the scheme operator’s sole discretion; • spa (shared with the Aged Care Facility); • craft room - Note: The scheme operator reserves the right to discontinue the provision of a craft room or to change the use of that room at any time, at the scheme operator’s sole discretion. In exercising its discretion, the scheme operator intends to take into account the level of demand for a craft room among residents of the retirement village;
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	<ul style="list-style-type: none"> • gym; • recreation or entertainment facilities (including theatre once operational - see item 6.1); • visiting services room (shared with the Aged Care Facility); • energy (this does not include energy provided to accommodation units); • water and sewerage services (including those supplied in relation to accommodation units); • cleaning (other than cleaning of the interior of accommodation units); • insurance (other than residents' property); • rates, taxes and charges payable to Government entities; • other services as detailed each year in the operating budget for the retirement village; • other services associated with any outgoings, costs and expenses which the scheme operator properly and reasonably incurs in connection with the ownership, operation, management and administration of the retirement village and the retirement village scheme, which potentially, but not necessarily, include the items referred to in clause 4.1.2 of the Lease. • services as detailed each year in the operating budget for the retirement village.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?	<input checked="" type="checkbox"/> Yes , the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number 1102) <input type="checkbox"/> Yes, home care is provided in association with an Approved Provider [name of provider] _____ <input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services
<p>Note: Some residents may be eligible to receive a Home Care Package or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i>. These home care services are not covered by the <i>Retirement Villages Act 1999 (Qld)</i>.</p> <p>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</p>	
Part 8 – Security and emergency systems	

<p>8.1 Does the village have a security system?</p> <p>If yes:</p> <ul style="list-style-type: none"> the security system details are: the security system is monitored between: 	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Nightly security patrol provided by security company</p> <p>Nightly 7 days per week.</p>
<p>8.2 Does the village have an emergency help system?</p> <ul style="list-style-type: none"> the emergency help system details are: the emergency help system is monitored between: 	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Emergency help system (base unit and pendant) monitored externally by Tunstall</p> <p>24 hours 7 days per week.</p>
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p> <p>If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> First aid kit Fire extinguishers

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.

<p>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village?</p>	<p>Accommodation Unit</p>	<p>Range of ingoing contribution</p>
	<p>Independent living units</p>	
	<p>- Studio</p>	<p>\$ _____ to \$ _____</p>
	<p>- One bedroom</p>	<p>\$ _____ to \$ _____</p>
	<p>- Two bedrooms</p>	<p>\$ 475,000 to \$ 724,000</p>
	<p>- Three bedrooms</p>	<p>\$ 645,000 to \$ 745,000</p>
	<p>Serviced units</p>	
	<p>- Studio</p>	<p>\$ _____ to \$ _____</p>

-One bedroom	\$ _____ to \$ _____
-Two bedrooms	\$ _____ to \$ _____
-Three bedrooms	\$ _____ to \$ _____
Other (specify)	\$... _____ to \$ _____
Full range of ingoing contributions for all unit types	\$ 475,000 to \$ 745,000

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?
If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee

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

<p><u>Gold Option</u> Under the Gold Option, the Resident:</p> <ul style="list-style-type: none"> • pays an ingoing contribution equal to the Standard Ingoing Contribution amount • is entitled to share 50% of capital gain (if any) • is liable to share 50% of capital loss (if any) • pays a minimum 7% divided by 365 (i.e. 1 day) exit fee of the Standard Ingoing Contribution amount applying the resident • pays a maximum 34% exit fee (calculated on a pro-rata basis) of the Standard Ingoing Contribution amount applying the resident. 	<p><u>Silver Option</u> Under the Silver Option, the Resident:</p> <ul style="list-style-type: none"> • pays an ingoing contribution less than the Standard Ingoing Contribution amount. • is entitled to share Nil% of capital gain (if any) • is liable to share Nil% of capital loss (if any) • pays a minimum 6% divided by 365 (i.e. 1 day) exit of the Standard Ingoing Contribution amount applying the resident • pays a maximum 30% exit fee (calculated on a pro-rata basis) of the Standard Ingoing Contribution amount applying to the resident.
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9.3 What other entry costs do residents need to pay?

~~Transfer or stamp duty~~
 Costs related to your residence contract
 ~~Costs related to any other contract e.g. _____ (specify)~~
 ~~Advance payment of General Services Charge~~
 Other costs (specify)

- Conveyance and settlement fee (excludes costs to prepare contract), \$800.00*
- Titles office registration fees (as at 01/07/2018) \$222.00*
- lodging agent fees, \$27.50*
- survey plan fee (if a new unit) \$209.00*

(*Cost amounts are subject to change as notified in writing)

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 Charge 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	\$105.61 (\$457.66 per month)	\$21.63 (\$93.73 per month)

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

Financial year	General Services Charge (range)	Overall % change from previous year (+ or -)	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2018	\$ 99.42 to \$ 99.42	N/A %	\$ 28.85 to \$ 28.85	N/A
2017	\$ 0.00 to \$ 0.00	N/A	\$ 0.00 to \$ 0.00	N/A
2016	\$ 0.00 to \$ 0.00	N/A	\$ 0.00 to \$ 0.00	N/A

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

10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in or attached to the units are residents responsible for and pay for while residing in the unit?	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None Additional information Please see Lease clause 7.5 in relation to the residents obligations for repair, maintenance and replacement of items in or attached to the units while residing in the unit.
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10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: provide details, including any charges for this service. Staff are available on request to provide support to residents to arrange their repairs and maintenance. All costs for repairs and maintenance to residents units must be paid by the resident in accordance with their Lease terms (Note: Lease clause 7.5). The fees are dependent on the particular service and will be disclosed prior to undertaking the works.
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Part 11– Exit fees - when you leave the village

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

11.1 Do residents pay an exit fee when they permanently leave their unit?	<input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula <input checked="" type="checkbox"/> Yes – all residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract <input type="checkbox"/> No exit fee <input type="checkbox"/> Other (specify) If yes: the exit fee is calculated as: [Note: list all exit fee formulas in words that may apply to new contracts] The applicable exit fee percentage amount of the Standard Ingoing Contribution applying to the New Resident.
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Time period from occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on	
	If Gold Option Applies	If Silver Option applies
Not more than 1 year	7% of Standard Ingoing Contribution applying to you	6% of Standard Ingoing Contribution applying to you
More than 1 year but less than 2 years	13% of Standard Ingoing Contribution applying to you	12% of Standard Ingoing Contribution applying to you

More than 2 years but less than 3 years	19% of <i>Standard Ingoing Contribution</i> applying to you	17% of <i>Standard Ingoing Contribution</i> applying to you
More than 3 years but less than 4 years	25% of <i>Standard Ingoing Contribution</i> applying to you	21% of <i>Standard Ingoing Contribution</i> applying to you
More than 4 years but less than 5 years	28% of <i>Standard Ingoing Contribution</i> applying to you	24% of <i>Standard Ingoing Contribution</i> applying to you
More than 5 years but less than 6 years	30% of <i>Standard Ingoing Contribution</i> applying to you	27% of <i>Standard Ingoing Contribution</i> applying to you
More than 6 years but less than 7 years	32% of <i>Standard Ingoing Contribution</i> applying to you	29% of <i>Standard Ingoing Contribution</i> applying to you
More than 7 years but less than 8 years	34% of <i>Standard Ingoing Contribution</i> applying to you	30% of <i>Standard Ingoing Contribution</i> applying to you
More than 8 years	34% of <i>Standard Ingoing Contribution</i> applying to you	30% of <i>Standard Ingoing Contribution</i> applying to you

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 34% of the *Standard Ingoing Contribution* applying to you after 8 years of residence *if the Gold Option Applies*

The minimum exit fee is 7% of the *Standard Ingoing Contribution* applying to the next resident by 365 (i.e. 1 day) if the *Gold Option Applies*

The maximum (or capped) exit fee is 30% of the *Standard Ingoing Contribution* applying to you after 8 years of residence if the *Silver Option Applies*

The minimum exit fee is 6% of the *Standard Ingoing Contribution* applying to the next resident by 365 (i.e. 1 day) if the *Silver Option Applies*

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

- Sale costs for the unit
- Legal costs
- Other (specify)
 - Termination Administration Costs (if applicable)
 - Resident's share of agreed Renovation Works
 - Resident's share of Reinstatement Works
 - Professional Cleaning of Unit
 - Outstanding Fees owing
 - If the Gold Option Applies 50% of capital loss (if applicable)

Part 12 – Reinstatement and renovation of the unit

<p>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • <i>fair wear and tear; and</i> • <i>renovations and other changes to the unit carried out with agreement of the resident and operator.</i> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays 50% of any renovation costs</p> <p><i>Renovation means replacement and repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion the capital gain is shared.</p>
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Part 13– Capital gain or losses

<p>13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital gain or capital loss on the resale of their unit?</p>	<p>If the Resident is on the Gold Option :</p> <p><input checked="" type="checkbox"/> Yes, the resident's share of the capital gain is 50% the resident's share of the capital loss is 50%</p> <p>OR</p> <p>If the Resident is on the Silver Option :</p> <p><input checked="" type="checkbox"/> No</p>
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Part 14 – Exit entitlement

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

<p>14.1 How is the exit entitlement which the operator will pay the resident worked out?</p>	<p>In summary (and dependent upon the financial option applying to the Resident), the exit entitlement will repay the ingoing contribution paid by the Resident and will include the Residents share of capital gain or capital loss (if any) applying to the Resident less applicable fees payable by the Resident (as detailed in the lease). The below formulas are used to calculate the Resident's exit entitlement based on the financial options currently available to the Resident as set out in item 9.2 above.</p> <p>If the Gold Option Applies The exit entitlement is calculated in accordance with the following formula: $EE = IC+G - (EF+D)$</p> <p>OR</p> <p>If the Silver Option Applies The exit entitlement is calculated in accordance with the following formula: $EE= IC- (EF+D)$</p> <p>Where:</p> <p>'EE' means the Exit Entitlement payable to you.</p> <p>'IC' means the Ingoing Contribution paid by you on commencement of your Lease.</p> <p>'G' means the amount of your share of any Capital Gain or Capital Loss (as applicable) and calculated in accordance with the terms of your Lease (whereby a Capital Loss will be a negative (-) amount and Capital Gain is positive (+) amount).</p> <p>'EF' means the Exit Fee amount applying to you.</p> <p>'D' means those Deductions payable by you in accordance with the terms of your Lease.</p>
<p>14.2 When is the exit entitlement payable?</p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ➤ which is 18 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). <p>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>

14.3 What is the turnover of units for sale in the village?	4 accommodation units were vacant as at the end of the last financial year 40 accommodation units were resold during the last financial year N/A months was the average length of time to sell a unit over the last three financial years
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Part 15– Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?	Balance of General Services Charge for the last 3 years		
	Financial Year	Deficit/Surplus	Change from previous year
	2018	\$0	0%
	2017	\$0	0%
	2016	\$0	0%
	Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available		\$ 50,931
	Balance of Capital Replacement Fund for the last financial year OR available quarter Percentage of a resident ingoing contribution applied to the capital replacement fund The operator pays a percentage of a resident’s ingoing contribution, as determined by using a quantity surveyor’s report, to the Capital Replacement Fund. This fund is used for replacing the village’s capital items.		\$ 379,978 1.7%
OR <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, the resident is responsible for these insurance policies: Contents insurance.
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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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: provide details including time frame and any costs or conditions
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Pets

17.2 Are residents allowed to keep pets?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes: specify any restrictions or conditions on pet ownership <ul style="list-style-type: none"> • Not to keep in the Accommodation Unit, or elsewhere in the Retirement Village, any animal without the Scheme Operator's prior written consent, which may be granted or withheld in the Scheme Operator's absolute discretion. • The Scheme Operator may, from time to time and in the Scheme Operator's sole discretion, make a policy regarding animals within the Retirement Village (Animal Policy), and amend and revoke any of the terms of the Animal Policy, as the Scheme Operator considers appropriate or necessary. • The Resident is to comply with all reasonable conditions imposed by the Scheme Operator concerning the keeping of any animal and comply with any Animal Policy made or amended by the Scheme Operator. • The Resident is to comply with the Scheme Operator's directions revoking consent to keep an animal in the Accommodation Unit or elsewhere in the Retirement Village, the Scheme Operator being entitled to revoke its consent if the animal creates a nuisance which does not cease within a reasonable time after notice thereof is given by the Scheme Operator to the Resident. • Any Animal Policy made or amended by the Scheme Operator prevails over any by-laws made by the residents of the Retirement Village under the Act to the extent of any inconsistency.
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Visitors

17.3 Are there restrictions on visitors staying with residents or visiting?

Yes **No**

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)

- Not to permit any person other than the Resident to occupy the Accommodation Unit without the Scheme Operator's prior written consent, unless the visitor is at least 18 years of age and the visit is for a duration of less than one (1) month in any twelve (12) month period.
- Consent may be revoked at any time or made subject to conditions which the Scheme Operator may in its absolute discretion determine and the Resident will promptly and at all times comply with such conditions and revocation.
- To remain in occupation of the Accommodation Unit at all times while visitors are staying in the Accommodation Unit unless the Scheme Operator otherwise consents.
- To ensure that visitors comply with the rules and regulations of the Retirement Village and that they do not interfere with the rights and enjoyment of other residents at the Retirement Village.
- To acknowledge that the Scheme Operator may exclude and restrain any person from entering the Accommodation Unit or the Retirement Village other than bona fide visitors of the Resident who comply with the rules and regulations of the Retirement Village. Without in any way limiting the meaning of the term 'bona fide' any person who is in breach of the rules and regulations of the Retirement Village and who having been notified of such breach commits a further breach of the rules and regulations (whether of a like nature or not) will for the purpose of this section be deemed not to be bona fide.
- Whenever requested by the Scheme Operator, to direct any person situated on or purporting to enter the Retirement Village who does not observe the rules and regulations of the Retirement Village or is deemed not to be bona fide to leave or refrain from entering the Retirement Village.
- Not to permit any person of unsound mind or drunken state to reside in or be about the Accommodation Unit.
- Not to take in any boarders or lodgers.

Village by-laws and village 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 committee established under the Retirement Villages Act 1999?

Yes **No**

By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.

You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.

Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?

No, village is not accredited

Yes, village is voluntarily accredited through:
(specify)

Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

Part 19 – Waiting list

19.1 Does the village maintain a waiting list for entry?

Yes **No**

If yes: what is the fee to join the waiting list?

No fee

Fee of \$_____. which is

refundable on entry to the

village non-refundable

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 and any significant dimensions of accommodation units available in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of any capital replacement fund or maintenance reserve fund or general services charge at the end of the previous three financial years of the retirement village
- ~~Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village~~
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- ~~Village by-laws~~
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

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

Further Information

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

General Information

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

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

Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

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

Queensland Retirement Village and Parks Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300

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

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: https://caxton.org.au/sails_slass.html

Queensland Law Society

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

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions.
GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.
Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au