# **Retirement Villages**





ABN: 86 504 771 740

# Village Comparison Document

Retirement Villages Act 1999 (Section 74)

### This form is effective from 1 February 2019



TARRAGINDI

Name of village: The Green Tarragindi

# 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="https://retireaustralia.com.au/communities/tarragindi/">https://retireaustralia.com.au/communities/tarragindi/</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:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement villages. 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 7 June 2024 and applies to prospective residents.

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

Part 1 - Operator a	Part 1 - Operator and management details						
1.1 Retirement	Retirement	Village Name: The	Green	Tarragindi			
village location	Street addre	ess: 30 Andrew Av	renue				
	Suburb	Tarragindi	State	QLD	Postcode	4121	
1.2 Owner of the land on which	Name of lan 517 210 026	d owner: Yeronga S	Service	es and Comm	nunity Club In	ic. ABN 31	
the retirement village scheme	Australian C	ompany Number:	Not app	olicable			
is located	Address: 38	35 Fairfield Road					
	Suburb	Yeronga	State	QLD	Postcode	4104	
1.3 Village	Name of en	tity that operates th	ne retire	ment village	(scheme ope	rator):	
operator	30 Andrew Avenue Pty Limited as trustee for the Retire Australia Tarragindi Trust						
	Australian Company Number: 614 087 866						
	Address: C	Address: C/- Retire Australia, Level 4, 200 Mary Street					
	Suburb: Bris	Suburb: Brisbane State: QLD Postcode: 4000					
	Date entity became operator 9 August 2022						
1.4 Village	Name of vill	age management o	entity ar	nd contact de	tails:		
management and onsite	Retire Australia (Tarragindi) Pty Limited						
availability	Australian Company Number: 614 087 375						
	Phone 044	7 061 260 Email	Alison.F	ynes-Clinton	@retireaustra	alia.com.au	
	An onsite m	anager (or represe	entative)	is available t	o residents:		
	⊠ Full tin	ne					
	Part tir	ne					
	🗆 🛛 Ву арр	ointment only					
	🗆 None a	None available					

	Onsite availability includes:					
	Weekdays: S	Weekdays: 9.00am to 5.00pm				
	Weekends: I	By appointment o	nly			
1.5 Approved closure plan or	Is there an ap $\Box$ Yes $\boxtimes$ No	oproved transition	plan for the villa	age?		
transition plan for the retirement 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 ap $\Box$ Yes $\boxtimes$ No	pproved closure p	lan for the villag	e?		
	resolution at Housing and retirement vil	sure plan approve a residents meeti Digital Economy lage scheme. Thi rillage, even temp	ng) or by Depan is required if an s includes windi	tment of Commu operator is closi	inities, ing a	
Part 2 - Age limits						
2.1 What age limits apply to residents in this village?	Occupants m	Occupants must be at least 65.				
ACCOMMODATION, FACILITIES AND SERVICES						
Part 3 - Accommo	dation units:	Nature of owner	ship or tenure			
3.1 Resident ownership or tenure of the units in the village is:	<b>1 Resident</b> Image: Freehold (owner resident)         wnership or       Image: Lease (non-owner resident)         enure of the nits in the       Image: Licence (non-owner resident)         Image: Share in company title entity (non-owner resident)					
Accommodation t	ypes					
3.2 Number of units by accommodation type and tenure	by 1 multi-storey building with 5 levels.					
Accommodation L	Jnit	Freehold	Leasehold	Licence	Other	
Independent living	units					
- Studio		-	-	-	-	
- One bedroom		-	1	-	-	
- Two bedrooms		-	-	-	-	

- Two bedroom, one	bath	-	12		
- Two bedroom, two bath		-	71		
- Two bedroom, two study	bath and	-	4		
- Three bedrooms		-	4	-	-
Serviced units					
- Studio		-	-	-	-
- One bedroom		-	-	-	-
- Two bedrooms		-	-	-	-
- Three bedrooms		-	-	-	-
Other		-	-	-	-
Total number of units	S		92		
Access and design					
disability access and design features do the units and the village contain?	<ul> <li>□ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in all units</li> <li>□ Alternatively, a ramp, elevator or lift allows entry into □ all □ some units</li> <li>□ Step free (hobless) shower in all units</li> <li>□ Width of doorways allow for wheelchair access in □ all □ some units</li> <li>□ Toilet is accessible in a wheelchair in □ all □ some units</li> <li>□ Other key features in the units or village that cater for people with disability or assist residents to age in place: Liveable Housing Design</li> <li>□ None</li> </ul> Note from scheme operator: The scheme operator proposes to seek and achieve Gold standard accreditation under the Liveable Housing Australia design quidelines for all units.				
Part 4 - Parking for 4.1 What car parking in the village is available for residents?	<ul> <li>□ Some unit</li> <li>□ Some</li> <li>□ Some</li> <li>□ Some</li> <li>□ Some</li> <li>□ Gener</li> <li>□ Other</li> <li>□ Units v</li> <li>□ No car</li> <li>Restrictions</li> </ul>	<ul> <li>achieve Gold standard accreditation under the Liveable Housing Australia design guidelines for all units.</li> <li>esidents and visitors</li> <li>Some units with own garage or carport attached or adjacent to the unit</li> <li>Some units with own garage or carport separate from the unit</li> <li>Some units with own car park space adjacent to the unit</li> <li>Some units with own car park space separate from the unit</li> <li>General car parking for residents in the village</li> <li>Other parking e.g. caravan or boat</li> <li>Units with no car parking for residents</li> </ul>			

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 Visitors may only park in designated visitor parking areas.				
Part 5 - Planning an	nd development				
5.1 Is construction or development of the village complete?	<ul> <li>Year village construction started: 2020</li> <li>➢ Fully developed / completed</li> <li>□ Partially developed / completed</li> <li>□ Construction yet to commence</li> </ul>				
5.2 Construction, development applications and development approvals	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 Planning Act 2016				
Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	The scheme operator notifies that as the Village is a new development, there may be land title dealings (for example, an easement to a utility provider; a plan of survey to amalgamate the land on which the Village is constructed or a plan of survey to subdivide the land on which the Village is constructed) or minor works (for example, structural landscaping works) that fall within 'redevelopment' in section 113C of the Retirement Villages Act 1999 and that are required to be completed in order to finalise the development in accordance with the development approvals for the Village.				
5.3 Redevelopment plan under the	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ?				
Retirement Villages Act 1999					
	The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a				
	development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.				
Part 6 - Facilities or	nsite at the village				
6.1 The following facilities are currently available to residents:	<ul> <li>Activities or games room</li> <li>Arts and crafts room</li> <li>Auditorium</li> <li>BBQ area outdoors</li> <li>Billiards room</li> <li>Bowling green</li> <li>indoor ⊠ outdoor</li> <li>Business centre (e.g. computers, printers, internet access)</li> <li>Medical consultation room</li> <li>Medical consultation room</li> <li>Restaurant</li> <li>Shop</li> <li>Shop</li> <li>Shop</li> <li>Indoor □ outdoor</li> <li>Indoor □ outdoor</li> <li>Separate lounge in community centre</li> <li>Spa</li> <li>indoor □ outdoor</li> </ul>				

	Chapel/prayer room Communal laundries Community room or centre Dining area Gardens Gym (indoor) Hairdressing or beauty room Library	•	<ul> <li>heated □ not heated</li> <li>Storage area for</li> <li>boats/caravans</li> <li>Tennis court □ full □ half</li> <li>Village bus or transport</li> <li>Workshop</li> <li>Other:</li> <li>Children's playground area</li> <li>Multi-purpose room</li> <li>Community productive garden</li> <li>Outdoor activity and leisure area</li> </ul>
	Hairdressing or beauty room		Other: Children's playground area Multi-purpose room

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).

## Facilities on the village land shared with others

- 1. As a requirement of the development approval, certain green space areas and walkways on the village land must be available for access and use by members of the public. However these areas provide amenity and outlook to residents and residents will have the right to book (to the exclusion of others) the BBQ areas and activity lawns and will have the full use and benefit of the community productive garden. The scheme operator will contribute towards the operating costs and repair and maintenance costs on a proportionate basis calculated on the non-exclusive use areas against the remaining village land.
- 2. The Bowls Club (comprising clubhouse and greens) constructed on the village land will be available to residents and members of the public. The Bowls Club will be subleased by the scheme operator to a related RetireAustralia entity (the **lessee**), who will manage that area and may lease/licence the whole or part of that area to a third party, for example, Tarragindi Bowls Club. The lessee will be responsible to the scheme operator for the operating costs and repair and maintenance costs of the Bowls Club. Residents and members of the public will only be able to access and use the Bowls Club on terms and during the business hours determined by the lessee.
- 3. The café area will be subleased or licenced to a related RetireAustralia entity (the **café** *lessee*). The café lessee may enter into a commercial arrangement with a third party to operate a hospitality business. The café lessee will be responsible to the scheme operator for the operating costs and repair and maintenance of the café area. Residents and members of the public will only be able to access and use the café area during the business hours determined by the café lessee.

Any arrangements relating to the access and use of the village facilities remain subject to change.

6.2 Does the village have an	Yes 🛛 No
	me of residential aged care facility and name of the approved provider: A

**Note**: Aged care facilities are not covered by the *Retirement Villages Act 1999* (Qld). The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997* (Cwth).

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

Part 7 - Services	
7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	<ul> <li>'General Services' provided to all residents are:</li> <li>Operating the retirement village for the benefit and enjoyment of residents.</li> <li>Providing, operating and managing the community areas and facilities.</li> <li>Gardening and landscaping.</li> <li>Managing security at the village.</li> <li>Maintaining the security system, emergency help system and/or safety equipment (if any).</li> <li>Weekly rubbish collection.</li> <li>Weekly transport service for shopping and social outgoings.</li> <li>Maintaining fire-fighting and protection equipment.</li> <li>Cleaning, maintenance, repairs and replacements of and to the community areas and facilities, including electricity infrastructure.</li> <li>To the extent that in the future; <ul> <li>a third party fails to supply; and</li> <li>the Scheme Operator must supply,</li> </ul> </li> <li>Monitoring and eradicating pests in the communal areas of the village.</li> <li>Engaging necessary staff and contractors, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>Arranging for relevant administrative, secretarial, book-keeping, accounting and legal services.</li> <li>Maintaining insurances relating to the retirement village.</li> <li>Paying operating costs of the retirement village.</li> <li>Paying operating costs of the retirement village.</li> <li>Maintaining insurances relating to the retirement village.</li> <li>Paying operating costs of the retirement village.</li> <li>Any other general services funded via a general services charges budget for a financial year.</li> </ul>
personal services	

provided or made available to residents on a user-pays basis?	
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	<ul> <li>Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number)</li> <li>Yes, home care is provided in association with an Approved Provider (<i>RetireAustralia Care and Services Pty Ltd – RACS ID no 9207</i>)</li> <li>No, the operator does not provide home care services, residents can arrange their own home care services</li> </ul>
Home Support Progra by an aged care asse care services are not	s may be eligible to receive a Home Care Package, or a Commonwealth am subsidised by the Commonwealth Government if assessed as eligible ssment team (ACAT) under the <i>Aged Care Act 1997</i> (Cwth). These home covered by the <i>Retirement Villages Act 1999</i> (Qld).
	se their own approved Home Care Provider and are not obliged to use e provider, if one is offered.
Part 8 - Security and	emergency systems
8.1 Does the village have a security system?	⊠ Yes □ No
If yes: • the security system details are:	External CCTV and fob entry access to carpark, lobby and resident areas.
the security system is monitored between:	24 hours per day, 7 days per week.
8.2 Does the village have an emergency help system?	☑ Yes - all residents □ Optional □ No
If yes or optional: • the emergency help system details are:	Personal Emergency Response System – the cost of this service is included in the general services charge
the emergency help system is monitored:	24 hours per day, 7 days per week
8.3 Does the village have equipment that provides for the safety or medical emergency of	⊠ Yes □ No

## residents?

If yes, list or provide details e.g. first aid kit and Personal Emergency Response System kit, defibrillator:

# 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 contribution (sale	Independent living units		
price) range for all	- Studio	-	
types of units in the village	- One bedroom	\$669,000	
	- Two bedrooms	\$724,000 to 1,445,000	
	- Three bedrooms	\$1,522,500 to \$1,950,000	
	Serviced units		
	- Studio	-	
	- One bedroom	-	
	- Two bedrooms	-	
	- Three bedrooms	-	
	Other	-	
	Full range of ingoing contributions for all unit types	\$669,000 to \$1,950,000	
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?	□ Yes ⊠ No		
9.3 What other entry costs do residents need to pay?	<ul> <li>Transfer or stamp duty</li> <li>Costs related to your residence c</li> <li>Costs related to any other contract</li> <li>Advance payment of General Set</li> <li>Other costs: Lease registration comortgagee consent fees (if any)</li> </ul>	ct vices Charge	

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

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

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

**Note**: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund
contribution

Type of Unit	General Services Charge* (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
-Two bedrooms plus study	-	-
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other	-	-
All units pay a flat rate	\$196.66	\$37.46

The General Services Charge and Maintenance Reserve Fund contributions will increase from time to time in the manner allowed under the Act.

The General Services Charge and Maintenance Reserve Fund contributions are payable on a monthly basis, or such other period as notified by the scheme operator from time to time.

Financial year	General Services Charge (range) <i>(weekly)</i>	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2023/24	\$196.66	N/A	\$30.74	N/A
2022/23	N/A	N/A	N/A	N/A
2012/22	N/A	N/A	N/A	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)	<ul> <li>□ Home ins (freehold</li> <li>⊠ Electricity</li> <li>⊠ Gas</li> </ul>	units only)	<ul> <li>□ Water Consult</li> <li>○ Telephone</li> <li>○ Internet</li> <li>○ Pay TV</li> <li>○ Other</li> <li>• Hot water su</li> <li>• Air condition</li> <li>Note from scheme</li> <li>Hot water and air of supply to units is minvoiced by a third</li> <li>Residents enter inter agreement with that agreement with that that agreement.</li> </ul>	upply; and ing supply e operator: conditioning nanaged and party. to an at third party s required those
10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residen responsible for and pay for while residing in the unit?	<ul> <li>None</li> <li>*Residents are replacement we deliberate dam</li> <li>Note from the must pay the of end of the must pay the of end of the must pay the of the must pay</li></ul>	gs* iances* e only responsible for co when damage caused by nage. e scheme operator: Re costs of: consumables in their un es; and nce, repairs and replace their unit, and any alter	y accelerated wear and esidents are responsib nit, including alarm bat ements of any items th	d tear or le for, and tteries and ey own or
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for	☐ Yes ⊠ Note from the available on realized	No e scheme operator: A	list of preferred contra	ctors is

their unit?		
Part 11 - Exit fees- w	hen you leave the village	
•	to pay an exit fee to the operator when they leave their unit or when the 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?	<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> <li>No exit fee</li> <li>Other: Yes, all residents pay an exit fee. The way this is worked out varies, depending on whether the sale of the right to reside relates to a new unit or an established unit.</li> </ul>	
If yes: list all exit fee options that may apply to new contracts	<b>For a new unit</b> : 5% of the ingoing contribution for the first year of residence, plus 5% for each further year, up to a total maximum of 5 years (25%), calculated on a pro-rata daily basis for any partial years of residence	
	<b>For an established unit</b> : 10% of the ingoing contribution for the first year of residence, plus 12% for the second year, plus 13% for the third year, up to a total maximum of 3 years (35%), calculated on a pro-rata daily basis for any partial years of residence	
New Units		
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	on e ses	
1 year	5% of your ingoing contribution	
2 years	10% of your ingoing contribution	
3 years	15% of your ingoing contribution	
4 years	20% of your ingoing contribution	
5 years	25% of your ingoing contribution	
10 years	25% of your ingoing contribution	
on a daily basis. The maximum (or cap	occupation is not a whole number of years, the exit fee will be worked out oped) exit fee is 25% of the ingoing contribution after 5 years of residence. is 5% of your ingoing contribution x 1/365 (for 1 day of residence).	
Established Unit		
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution	

1 year	10% of your ingoing contribution			
2 years	22% of your ingoing contribution			
3 years	35% of your ingoing contribution			
4 years	35% of your ingoing contribution			
5 years	35% of your ingoing contribution			
10 years	35% of your ingoing contribution			
on a daily basis. The maximum (or cap	occupation is not a whole number of years, the exit fee will be worked out oped) exit fee is 35% of the ingoing contribution after 3 years of residence. is 10% of your ingoing contribution x 1/365 (for 1 day of residence).			
11.2 What other exit costs do residents need to pay or contribute to?	<ul> <li>Sale costs for the unit</li> <li>Legal costs</li> <li>Other costs: registration fees for surrender of lease</li> </ul>			
Part 12 - Reinstatem	ent and renovation of the unit			
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<ul> <li>Yes D No</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:         <ul> <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> </li> <li>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.</li> <li>Entry and exit inspections and reports are undertaken by the operator and</li> </ul>			
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	<ul> <li>resident to assess the condition of the unit.</li> <li>Yes, all residents pay % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</li> <li>Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays % of any renovation costs</li> <li>No</li> <li>Renovation means replacements or repairs other than reinstatement work.</li> <li>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 and operator in the same proportion as any capital gain is to be shared under the residence contract.</li> </ul>			

Part 13 - Capital gain or losses			
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital gain or capital loss on the resale of their unit?		Yes, the resident's share of the <b>capital gain</b> is % the resident's share of the <b>capital loss</b> is % OR is based on a formula (specify) Optional- residents can elect to share in a capital gain or loss option the resident's share of the <b>capital gain</b> is % the resident's share of the <b>capital loss</b> is % OR is based on a formula (specify) No	

# 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 operator will pay the resident worked	The resident receives a repayment of their ingoing contribution.			
	At this time the money owed by the resident to the operator is set off against this repayment. The exit entitlement is therefore calculated as follows:			
out?	<ul> <li>repayment of ingoing contribution</li> </ul>			
	less			
	<ul> <li>the Exit Fee (see Part 11.1)</li> </ul>			
	less			
	<ul> <li>the cost of the Reinstatement Work (see Part 12)</li> </ul>			
	less			
	<ul> <li>any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract.</li> </ul>			
14.2 When is the exit entitlement	By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:			
payable?	• the day stated in the residence contract, 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).			
	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	accommodation units were vacant as at the end of the last financial year			
for sale in the village?	accommodation units were resold during the last financial year			

	months was the average length of time to sell a unit over the last three financial years				
	months was the average length of time to sell a unit over the last financial years (where retirement village has been registered for at lead but less than 3 years.				
		•	egistered for less than c init cannot be provided.	one year so	
Part 15 - Financial m	nanagement	of the village			
15.1 What is the	General Ser	rvices Charges Fur	d for the last 3 years		
financial status for the funds that the operator is	Financial Year	Deficit/Surplus	Balance	Change from previous year	
required to	2020/21	N/A	N/A	N/A	
maintain under the	2019/20	N/A	N/A	N/A	
Retirement Villages Act 1999?	2018/19	N/A	N/A	N/A	
Villages Act 1999:	Balance of <b>General Services</b> <b>Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available		N/A		
	Balance of <b>Maintenance</b> <b>Reserve Fund</b> for last financial year OR last quarter if no full financial year available		N/A		
	Balance of <b>Capital</b> <b>Replacement Fund</b> for the last financial year OR last quarter if no full financial year available 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 a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.		N/A Each financial year, the operator will determine an amount to be paid into the Capital Replacement Fund having regard to a quantity surveyor's estimate of future costs of replacing capital items. The operator must pay these annual amounts into the Capital Replacement Fund. The operator must hold the Capital Replacement Fund contributions in a separate bank account that complies with the requirements of the Act. The interest earned on this account will be retained in the Capital Replacement Fund.		
	$\Box$ the villa	age is not yet operat	ing		
Part 16 - Insurance					
The village operator r retirement village, inc		general insurance, to	o full replacement value	, for the	

• communal facilities; and

•	the accommodation units,	other than	accommodation	units	owned by residents.
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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?	⊠ Yes □ No
If yes, the resident is responsible for these insurance policies:	<ul> <li>Contents insurance (for the resident's property in the unit)</li> <li>Third-party insurance (for the resident's motor vehicle or mobility device)</li> <li>Public liability insurance (for incidents occurring in the unit)</li> <li>Workers' compensation insurance (for the resident's employees or contractors)</li> </ul>
Part 17 - Living in th	e village
Trial or settling in pe	eriod in the village
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	⊠ Yes □ No
If yes, provide details including length of period, relevant time frames and any costs or conditions	A settling-in period of <b>3 months</b> applies to new residents, starting on the date of settlement of the residence contract or the date the resident starts occupying the unit (whichever happens first). If the resident gives notice of termination their residence contract in this period, the contract will terminate no later than 14 days afterwards, and the exit entitlement will be paid within 30 days after the resident gives vacant possession of the unit. No exit fee will be charged.
Pets	
17.2 Are residents allowed to keep pets?	⊠ Yes □ No
If yes, specify any restrictions or conditions on pet ownership	Residents must seek consent from the scheme operator to keep pets in their unit. The scheme operator may act in its discretion.

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)	Visitors may stay with the resident for up to one month (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent. The resident must stay in the unit at the same time as their visitor.			
Village by-laws and	village rules			
17.4 Does the	🗆 Yes 🗵 No			
village have village by-laws?	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	🖾 Yes 🗆 No			
operator have other rules for the village?	If yes: Please refer to schedule 3 of the sublease for the village rules.			
Resident input				
17.6 Does the	□ Yes ⊠ No			
village have a residents committee established under	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.			
the Retirement Villages Act 1999?	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 - Accreditati	on			
18.1 Is the village	☑ No, village is not accredited			
voluntarily accredited through	Yes, village is voluntarily accredited through: (specify)			
an industry-based accreditation scheme?	<b>Note from the scheme operator:</b> The scheme operator may participate in the ARVA scheme within 12 months of operation of the village.			
	age accreditation schemes are industry-based schemes. The <i>Retirement</i> es not establish an accreditation scheme or standards for retirement			

Part 19 - Waiting list		
19.1 Does the village maintain a waiting list for entry?		Yes 🛛 No
If yes:	$\boxtimes$	No fee
<ul> <li>what is the fee to join the waiting</li> </ul>		Fee of \$ which is
list?		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
- $\boxtimes$  Village site plan
- Plans showing the location, floor plan or 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
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- □ An approved transition plan for the village
- □ An approved closure plan for the village
- □ The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- ☑ Village dispute resolution process
- □ Village by-laws
- ☑ Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.

#### **Further information**

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at <u>www.chde.qld.gov.au</u>

#### **General Information**

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

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

#### **Queensland Retirement Village and Park Advice Service (QRVPAS)**

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

#### **Department of Human Services (Australian Government)**

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

#### **Seniors Legal and Support Service**

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

#### **Queensland Law Society**

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

# **Queensland Civil and Administrative Tribunal (QCAT)**

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

#### **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: <u>www.livablehousingaustralia.org.au</u>