# **Retirement Villages**

## Form 3



ABN: 86 504 771 740

## **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Coral Sea Gardens 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 www.mercyhealth.com.au
- 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 September 2022 and applies to prospective residents.

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

Part 1 – Operator and mana	agement details
1.1 Retirement village location	Retirement Village Name: Coral Sea Gardens Retirement Village Street Address: 258-282 Lyons Street Suburb: Westcourt State: Queensland Post Code: 4870
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: McAuley Property Limited Australian Company Number (ACN): 151 537 450 Address: 720 Heidelberg Road Suburb: Alphington State: Victoria Post Code: 3078
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Mercy Aged and Community Care Ltd (Formerly Mercy Health & Aged Care Inc)  Australian Company Number (ACN): 088 254 460  Address: Level 2, 12 Shelley Street  Suburb: Richmond  State: Victoria  Post Code: 3121  Date entity became operator: 1 June 2015

1.4 Village management and onsite availability	Name of village management entity and contact details: Mercy Aged and Community Care Ltd (formerly Mercy Health & Aged Care Inc)	
	Australian Company Number (ACN):088 254 460	
	Phone: 07 4046 1941	
	Email: mwelsh@mercy.com.au	
	An onsite manager (or representative) is available to residents:	
	<ul> <li>☑ Full time</li> <li>☐ Part time</li> <li>☐ By appointment only</li> <li>☐ None available</li> <li>☐ Other:</li> </ul>	
	Onsite availability includes:	
	Weekdays: 9am to 5pm Weekends: -	
1.5 Approved closure plan or transition plan for	Is there an approved transition plan for the village?  ☐ Yes ☒ No	
the retirement village	Is there an approved closure plan for the village?  ☐ Yes ☒ No	
1.6 Statutory Charge over retirement village land	Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.  In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.  Is a statutory charge registered on the certificate of title for the retirement village land?  □ Yes ⋈ No	
Part 2 – Age limits		
2.1 What age limits apply to residents in this village?	Each occupant must be at least 55 years of age.  The scheme operator reserves the right to decline an application and to change the age criteria.	

ACCOMMODATION, FACIL	ITIES AND SE	RVICES		
Part 3 – Accommodation u	nits: Nature of	ownership or t	enure	
3.1 Resident ownership		(owner resident)	Citare	
or tenure of the units in		,		
the village is:	·	☐ Lease (non-owner resident)		
	│ ⊠ Licence (r	non-owner reside	ent)	
	☐ Share in c	company title ent	ity (non-owner re	sident)
	Unit in uni	it trust (non-owne	er resident)	·
		•	,	. F and Chariel
	1		nt) – Special Type	e E and Special
	l — * · ·	it contract terms	Offiy.	
	☐ Other			
Accommodation types 3.2 Number of units by				
accommodation type and	There are 139	ounits in the villa	age, comprising 1	01 single story
tenure			uilding with 4 leve	
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio	-	-		-
One bedroom  To be described to the second to the sec	-	-		-
Two bedrooms  There are be addressed as	-	-		-
Three bedrooms     Serviced units	-	-		-
Studio	-	-		-
One bedroom	-	_		-
Two bedrooms	-	_		-
Three bedrooms	-	-		-
Other	-	-		-
Independent living units				
Type A: 3 bedroom villa	-	-	8	-
Type 3A: 3 bedroom apartment	-	-	4	-
Type B: 2 bedroom	-	-	22	-
large village				
Type 2A: 2 bedroom plus study apartment	-	-	12	-
Type 2B: 2 bedroom apartment	-	-	8	-
Type 2C: 2 bedroom apartment	-	-	8	-
Type 2D: 2 bedroom apartment	-	-	3	-
Type 2E: 2 bedroom apartment	-	-	3	-
Type C: 2 bedroom small villa	-	-	21	-
Type D: 1 bedroom villa	-	-	18	-
Type F: 1 bedroom villa	-	-	20	-
Serviced apartment	-	-	12	-

Type E: 1 bedroom serviced apartment				
Total number of units	-	-	139	-
Access and design				
3.3 What 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 □ some units</li> <li>☑ Alternatively, a ramp, elevator or lift allows entry into □ all ☑ some units, being those which are described as apartments in the table in Item 3.2</li> <li>□ Step-free (hobless) shower in □ all □ some 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:</li> <li>□ None</li> </ul>			
Part 4 – Parking for residen	ts and visito	rs		
4.1 What car parking in the village is available for residents?	adjacent  Some ur Item 3.2  All / Som to the un Some ur in Item 3  General Note fro have gen served' to Cinsert no residents  No car p  Restrictions security park	adjacent to the unit  Some units (some units described as a villa in the table in Item 3.2) with own garage or carport separate from the unit  All / Some [unit type] units with own car park space adjacent to the unit  Some units (some units described as apartments in the table in Item 3.2) with own car park space separate from the unit  General car parking for residents in the village  Note from the scheme operator: Type E and Type F units have general parking within the Village on a 'first come, first served' basis.  Other parking e.g. caravan or boat:  [insert number/unit type] units with no car parking for residents		the table in from the unit cace adjacent ints in the table from the unit d Type F units rst come, first ing for
4.2 Is parking in the	parking in the village.			
village available for visitors? If yes, parking restrictions include		งo : only park in desioุ	gnated areas.	
Part 5 – Planning and deve	and development			
Edla construction on			1.0046	
5.1 Is construction or development of the		construction starte		
village complete?	$oxed{oxed}$ Fully dev	eloped / complete	d	
	☐ Partially o	developed / compl	eted	

	☐ Construction yet to commence			
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.  5.3 Redevelopment plan	Development approval granted  ☐ Yes ☒ No Development application pending ☐ Yes ☒ No  Is there an approved redevelopment plan for the village under the Retirement Villages Act?			
under the Retirement Villages Act 1999 Part 6 – Facilities onsite at	☐ Yes ☐ No 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 [outdoor]</li> <li>Business centre (e.g. computers, printers, internet access)</li> <li>Chapel / prayer room</li> <li>Communal laundries</li> <li>Community room or centre</li> <li>Dining room</li> <li>Gardens</li> <li>Gym</li> <li>Hairdressing or beauty room</li> </ul>	☐ Medical consultation room   ☐ Restaurant   ☐ Shop   ☒ Swimming pool [outdoor]   ☐ Separate lounge in community centre   ☒ Spa [outdoor]   ☐ Storage area for boats / caravans   ☐ Tennis court [full/half]   ☒ Village bus or transport   ☐ Workshop   ☒ Other: cafe		
Details about any facility that	☑ Library	Services Charge paid by residents		

or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility). When accessing the community facilities, residents' visitors must be supervised at all times.

6.2 Does the village have
an onsite, attached,
adjacent or co-located
residential aged care
facility?

$\boxtimes$	Yes		No
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Name of residential aged care facility and name of the approved provider: Mercy Place Cairns (Bethlehem), Mercy Health

**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)?

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Gardening and landscaping.
- Providing, operating and managing the community areas and facilities.
- Managing security at the retirement village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining fire-fighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning, maintaining and repairing the community areas and facilities.
- Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).
- Monitoring and eradicating pests.
- Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.
- Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.
- Maintaining any licences required in relation to the retirement village.
- Paying operating costs in connection with the ownership and operation of the retirement village.
- Maintaining insurances relating to the retirement village that are required by the Retirement Villages Act 1999 or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.
- Complying with the Retirement Villages Act 1999.
- Any other general service funded via a general services charges budget for a financial year.

	<b>Note from the scheme operator:</b> Some of the above services are also funded from the Maintenance Reserve Fund contributions paid by residents.		
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	Yes No Independent Living Units and Special Type F Unit contract terms Residents may elect to obtain one or more of the following services on a user-pays basis:  • Meals – lunch and dinner (daily): Current \$21 per day • Cleaning of resident's units (weekly): Current \$47 per hour • Laundry of bed linen and bath towels (weekly): Current \$15 per week plus cleaning charges (rate per hour as above)  Serviced Apartments and Special Type E Unit contract terms Residents agree to pay a personal services charge of \$984.18 per month which includes lunch and dinner daily, cleaning and supply of linen once per week.  Note from the scheme operator: The above charges are subject		
	to change without notice.		
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 <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number: 5064)</li> <li>Yes, home care is provided in association with an Approved Provider:</li> <li>No, the operator does not provide home care services,</li> </ul>		
	residents can arrange their own home care services		
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</i> (Qld).  Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.			
Part 8 – Security and emer	gency systems		
8.1 Does the village have a security system?	⊠ Yes □ No		
8.2 Does the village have	☐ Yes - all residents ☐ Optional ☐ No		
<ul> <li>an emergency help system?</li> <li>If yes or optional:</li> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	The emergency help system is provided by Tunstall Healthcare and the cost is included in the general services charge.  24 hours per day, 7 days per week.		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	☐ Yes ☒ No		

#### COSTS AND FINANCIAL MANAGEMENT

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

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

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

Accommodation Unit	Range of ingoing contribution	
Independent living units	, , , , , , , , , , , , , , , , , , ,	
Type A: 3 bedroom villa	\$410,000	
Type 3A: 3 bedroom apartment	\$439,000 to \$470,000	
Type B: 2 bedroom large village	\$345,000-\$355,000	
Type 2A: 2 bedroom plus study apartment	\$402,000 to \$450,000	
Type 2B: 2 bedroom apartment	\$402,000 to \$450,000	
Type 2C: 2 bedroom apartment	\$402,000 to \$450,000	
Type 2D: 2 bedroom apartment	\$402,000 to \$450,000	
<ul> <li>Type 2E: 2 bedroom apartment</li> </ul>	\$402,000 to \$450,000	
Type C: 2 bedroom small villa	\$325,000	
Type D: 1 bedroom villa	\$240,000	
Type F: 1 bedroom villa	\$147,000	
Serviced apartment		
<ul> <li>Type E: 1 bedroom serviced apartment</li> </ul>	\$55,000	
Full range of ingoing	\$55,000 to \$470,000	
contributions for all unit	(see <i>Note</i> below)	
types  Note from the scheme opera	ator: If Special Type E or Special	

Note from the scheme operator: If Special Type E or Special Type F Unit contract terms are approved by the scheme operator for a resident, an ingoing contribution of \$1.00 is payable plus a Bond. Please refer to Item 9.2.

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?

residence contract?

If yes: specify or set out in a table how the contract

There are 3 contract options:

- Independent living units Standard
- Serviced apartments
- Special Type E and Type F Unit contract terms (subject to operator approval)

The key differences are summarised as follows:

		contribution and/or Recurrent Management Fee	(refer Part 11)	Exit entitlement
	Standard terms	The ingoing contribution payable for a licence of the unit	Exit fee starts at 7% of the ingoing contribution for the first year of occupancy and then increases each year to a maximum of 34% for 10 years of occupancy (calculated on a daily basis)	The ingoing contribution less the exit fee and other amounts (see item 14.1), is repaid after the residence contract terminates.
	Serviced apartments	A reduced ingoing contribution, which is \$55,000 at the date this document was prepared	50% of the ingoing contribution for the first year of occupancy plus 50% of the ingoing contribution for the second year of occupancy (calculated on a daily basis). 100% of the ingoing contribution is paid for 2 years of occupancy.	The ingoing contribution less the exit fee and other amounts (see item 14.1) is repaid after the residence contract terminates.
	Special Type E or Special Type F Unit contract terms	An ingoing contribution of \$1.00 plus Recurrent Management Fee and Bond (see 'Note from the scheme operator' below)	No exit fee is payable after the residence contract terminates.	The ingoing contribution of \$1 plus the Bond less other amounts (see item 14.1) is repaid after the residence contract terminates.

	<ul> <li>The Special Type E or Special Type F Unit contract terms are subject to a satisfactory application to the scheme operator and approval to acquire under that option by the scheme operator.</li> <li>The Recurrent Management Fee payable under the Special Type E or Special Type F Unit contract terms is \$747.51 per month for a Type E unit and \$779.75 per month for a Type F unit.</li> <li>The Recurrent Management Fee will increase on 1 July each year by 5%.</li> <li>For Special Type E or Special Type F Unit contract terms a bond equal to the Recurrent Management Fee for one month (Bond) is payable to the scheme operator on signing the residence contract. The Bond less other amounts (see item 14.1) will be refunded after the residence contract terminates. Please contact the scheme operator if more information is required.</li> </ul>
9.3 What other entry	☐ Transfer or stamp duty
costs do residents need	□ Costs related to your residence contract
Part 10 Ongoing Costs	Note from the scheme operator: As the residence contract is a licence agreement, legal costs and registration fees are not usually incurred, however, the scheme operator reserves the right to incur legal costs and recover the relevant proportion from the resident.  □ Costs related to any other contract e.g
Part 10 - Ongoing Costs - c	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	Maintenance Reserve
	(weekly)	Fund contribution
	- ,	(weekly)
Independent Living Units		

Type A: 3 bedroom villa	\$115.30	\$14.94
Type 3A: 3 bedroom apartment	\$115.30	\$14.94
Type B: 2 bedroom large villa	\$115.30	\$14.94
Type 2A: 2 bedroom plus study apartment	\$115.30	\$14.94
Type 2B: 2 bedroom apartment	\$115.30	\$14.94
Type 2C: 2 bedroom apartment	\$115.30	\$14.94
Type 2D: 2 bedroom apartment	\$115.30	\$14.94
Type 2E: 2 bedroom apartment	\$115.30	\$14.94
Type C: 2 bedroom small villa	\$115.30	\$14.94
Type D: 1 bedroom villa	\$115.30	\$14.94
Type F: 1 bedroom villa	\$104.16	\$11.23
Serviced apartment Type E: 1 bedroom serviced apartment	\$104.16	\$11.23
All units pay a flat rate	-	-

**Note from the scheme operator:** The General Services Charge contribution in the middle column above **excludes** the Maintenance Reserve Fund contribution in the right hand column.

#### Fees above effective for all new contracts commencing 1 January 2022

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2021/22	\$104.16 - \$115.30	+4.1% *	\$11.23 - \$14.94	+2.0%
2020/21	\$99.91 - \$110.72	+ 2.0%	\$11.01 - \$14.65	+2.0%
2019/20	\$48.87 – \$108.56	+9.74% **	\$10.78 – \$14.35	-66.4% **

#### Notes

- \* \$2.30 per week increase 1 July 2021 as per Special Resolution PLUS annual increase of 2% as of 1 January 2022
- \*\* Decrease in Maintenance Reserve Fund to offset equal increase in General Services Charge plus annual increase

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>☑ Contents insurance</li><li>☐ Home insurance (freehold units only)</li><li>☑ Electricity</li><li>☑ Gas</li></ul>	<ul><li>  Water</li><li>  ∑ Telephone</li><li>  ∑ Internet</li><li>  ∑ Pay TV</li><li>  ∑ Other:</li></ul>
		<ul> <li>Maintenance Reserve Fund contributions</li> </ul>

		<ul> <li>Third party insurance on any motor vehicle or mobility device.</li> </ul>
		Note from the scheme operator: For residents under Type E Unit contract terms, electricity is included in the General Services Charge.
10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	fittings in or on the Unit;     floor coverings in the Ur     the resident's property ir     alterations or additions the resident must also repair o	of: d ancillary equipment, fixtures or nit;
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?  Part 11– Exit fees - when you	appliances provided in the Unit of this service is <b>included</b> in the the Maintenance Reserve Fund not apply to capital items that the item 10.3)	n fixtures, fittings, equipment and by the scheme operator. The cost
A resident may have to pay a	nn exit fee to the operator when to sold. This is also referred to as a	
11.1 Do residents pay an exit fee when they permanently leave their unit?	formula  ☐ Yes – all new residents pay a	kit fee calculated using the same an exit fee but the way this is ding on each resident's residence
If yes: list all exit fee options that may apply to new contracts	☐ No exit fee ☑ Other	
	year, plus 5% for the third year, 3% for the fifth year, plus 2% for ninth years, plus 1% for the ten maximum of 34% of the ingoing <b>Serviced Apartments</b> : The ex	residence, plus 6% for the second plus 4% for the fourth year, plus the sixth, seventh, eighth and the year of residence up to a contribution after 10 years.

	contribution for the second year, up to a maximum of 100% after two years of residence.	
	Special Type E or Special Type F Unit contract terms (subject to scheme operator's approval): The resident does not pay an ExFee.	
	Daily basis	
	All exit fee components are calculated on a pro-rata daily basis for partial years of residence.	or
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, except for Special Type E or Special Type F Unit contract terms, where no exit fee is payable.	
	Standard contract	
1 year	7% of your ingoing contribution	
2 years	13% of your ingoing contribution	
5 years	25% of your ingoing contribution	
10 years	34% of your ingoing contribution	
Notes if the period of ecoupe	ation is not a whole number of years, the exit fee will be worked	

**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 ingoing contribution after 10 years of residence.

The minimum exit fee is 7% of the ingoing contribution x 1/365.

**Note from the scheme operator:** The minimum exit fee is for 1 day of residence.

	Serviced Apartments
1 year	50% of the ingoing contribution
2 years	100% of the ingoing contribution

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

The maximum (or capped) exit fee is 100% of the ingoing contribution after 2 years of residence.

The minimum exit fee is the ingoing contribution x 1/730

**Note from the scheme operator:** The minimum exit fee is for 1 day of residence.

#### Special Type E or Special Type F Unit contract terms

Where a resident's application for 'Special Type E or Special Type F Unit contract terms' is accepted by the scheme operator, the Exit Fee will be \$0. The resident must pay a monthly Recurrent Management Fee and Bond. **Note from the scheme operator:** The scheme operator may, in its absolute discretion, accept or refuse an application, or accept it subject to conditions. 11.2 What other exit costs Sale costs for the unit do residents need to pay or contribute to? Note 1 from the scheme operator: Where a resident's application for Special Type E or Special Type F Unit contract terms is accepted by the scheme operator, the resident is not required to contribute to sale costs. Note 2 from the scheme operator: No marketing or advertising costs are usually incurred, however, the scheme operator reserves the right to incur sale costs and recover the relevant proportion from the resident. □ Legal costs **Note from the scheme operator**: Legal costs are not usually incurred when the resident exits the village, however, the scheme operator reserves the right to incur legal costs and recover the relevant proportion from the resident. ☐ Other costs: Part 12 - Reinstatement and renovation of the unit 12.1 Is the resident responsible for reinstatement of the unit Reinstatement work means replacements or repairs that are when they leave the unit? reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: fair wear and tear; and renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear. Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit. **Note from the scheme operator:** Where a resident's application for Special Type E or Special Type F Unit contract terms is accepted by the scheme operator, the resident is not responsible for reinstatement of the unit when they leave. 12.2 Is the resident responsible for renovation of the unit same proportion as the share of the capital gain on the sale of when they leave the unit? their unit)

	☐ 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
	⊠ No
Part 13– Capital gain or los	Renovation means replacements or repairs other than reinstatement work.  By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?	<ul> <li>Yes, the resident's share of the capital gain is</li></ul>
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.

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

#### Standard

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, **less**:

- the exit fee (see Part 11, item 11.1);
- sales, marketing and legal costs (see Part 11, item 11.1);
- reinstatement costs (see Part 12, item 12.1);
- outstanding services charges (see Part 7, item 7.2 and Part 10, item 10);
- and any other amounts to be paid to the operator under the residence contract.

#### Special Type E or Special Type F Unit contract terms

No exit entitlement is paid to the resident under this contract option. The resident will receive a refund of the Bond paid on entry (see item 9.2) **less**:

- legal costs (see Part 11, item 11.2);
- outstanding services charges (see Part 7, item 7.2 and Part 10, item 10); and
- any other amounts to be paid to the scheme operator under the residence contract.

#### Serviced apartments

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, less: the exit fee (see Part 11, item 11.1);

- any sales, marketing and legal costs (see Part 11, item 11.1);
- reinstatement costs (see Part 12, item 12.1);
- outstanding services charges (see Part 7, item 7.2 and Part 10, item 10); and
- any other amounts to be paid to the scheme operator under the residence contract.

#### 14.2 When is the exit entitlement payable?

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

- the day stated in the residence contract
  - there is no day stated in the residence contract
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

#### 14.3 What is the turnover of units for sale in the village?

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

15 accommodation units were resold during the last financial year 128 days was the average length of time to sell a unit over the last three financial years

#### 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?

General Services Charges Fund for the last 3 years					
Financial Year	Deficit/ Surplus	Balance		nge from ious year	
2020/21	-\$57,786	-\$265,718	-21.	75%	
2019/20	-\$91,449	-\$207,932	-43.	98%	
2018/19	\$1,544	-\$116,483	+1.3	2%	
Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year -\$265,718					

Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	-\$265,718	
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$103,981	
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available	\$22,783	

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 is capital items.  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 resident is resident is responsible for these insurance policies: Contents insurance (for the resident's property in the village) Trial or settling in period in the village  Trial or settling in period in the village or period village or period village o
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17.3 Are there restrictions on visitors staying with residents or visiting?
on visitors staying with residents or visiting?  Visitors may stay temporarily with a resident for less than 28 days
restrictions or conditions on visitors (e.g. length of stay, operator's consent. The resident must remain in occupation while
arrange with manager) visitors are staying in the unit.
visitors are staying in the unit.  Village by-laws and village rules  17.4 Does the village have □ √20 □ √2

	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.
17.5 Does the operator	⊠ Yes □ No
have other rules for the village.	Muses Dules men he mede quellable en menuest
village:	If yes: Rules may be made available on request.
Resident input	
17.6 Does the village have a residents committee	⊠ Yes □ No
established under the	By law, residents are entitled to elect and form a residents
Retirement Villages Act	committee to deal with the operator on behalf of residents about
1999?	the day-to-day running of the village and any complaints or proposals raised by residents.
	You may like to ask the village manager about an opportunity to
	talk with members of the resident committee about living in this
	village.
Part 18 – Accreditation	
18.1 Is the village	
voluntarily accredited	No, village is not accredited
through an industry-	☐ Yes, village is voluntarily accredited through:
based accreditation scheme?	
	reditation schemes are industry-based schemes. The <i>Retirement</i>
_	stablish an accreditation scheme or standards for retirement
villages.	
Part 19 – Waiting list	
19.1 Does the village	⊠ Yes ⊠ No
maintain a waiting list for	⊠ Yes ⊠ No
entry?	
If year	
If yes,  what is the fee to join	No fee     ■     No fee     No fee
the waiting list?	
Ğ	
Access to documents	
The following operational of	locuments are held by the retirement village scheme operator
	or resident may make a written request to the operator to
	ese documents free of charge. The operator must comply with ted by the prospective resident or resident (which must be at
least seven days after the r	
	on for the retirement village scheme
	rrent title search for the retirement village land
<ul><li>✓ Village site plan</li><li>✓ Plans showing the last</li></ul>	otion floor plan or dimensions of apparent defice write in the
<ul><li>✓ Plans showing the local village</li></ul>	ation, floor plan or dimensions of accommodation units in the
	acilities under construction
•	ing approvals for any further development of the village
	tatements and report presented to the previous annual meeting
of the retirement villag	e

$\boxtimes$	Statements of the balance of the capital replacement fund or maintenance reserve 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
$\boxtimes$	Examples of contracts that residents may have to enter into
$\boxtimes$	Village dispute resolution process
	Village by-laws
$\boxtimes$	Village insurance policies and certificates of currency
$\boxtimes$	A current public information document (PID) continued in effect under section 237I of the
	Act (this applies to existing residence contracts)
An e	xample request form containing all the necessary information you must include in your
reque	est 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 <a href="https://www.hpw.qld.gov.au">www.hpw.qld.gov.au</a>

#### **General Information**

General information and fact sheets on retirement villages: <a href="www.qld.gov.au/retirementvillages">www.qld.gov.au/retirementvillages</a>

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 Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: 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: Error! Hyperlink reference not valid. https://caxton.org.au

#### **Queensland Law Society**

Find a solicitor Law Society House 179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: info@qls.com.au Website: www.qls.com.au

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

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: <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: www.livablehousingaustralia.org.au/