

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019

Seasons Waterford West



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.seasonsagedcare.com.au/waterford-west
- 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 July 2020 and applies to prospective residents.

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

The Scheme Operator reserves its rights to change the terms and conditions of the Village Comparison Document and other relevant agreements that relate to same.

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Seasons Waterford West Supported Living Community Street Address: 881-883 Kingston Road Suburb: Waterford West State: QLD Post Code: 4133
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Pucsla No. 2 Pty Ltd Australian Company Number (ACN) 132 938 446 Address: Tenancy 3, Level 1, Building 5, 205 Leitchs Road Suburb: Brendale State: QLD Post Code: 4500
1.3 Village operator	Name of entity that operates the retirement village (scheme operator) Seasons Living Australia Pty Ltd Australian Company Number (ACN) 108 866 904 Address: Tenancy 3, Level 1, Building 5, 205 Leitchs Road Suburb: Brendale State: QLD Post Code: 4500 Date entity became operator: 27/04/2012 Is there an approved transition plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i>

	<p>Is there an approved closure plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details</p> <p>Seasons Living Australia Pty Ltd</p> <p>Australian Company Number (ACN) 108 866 904</p> <p>Phone: 1300 732 766 Email: info@seasonsagedcare.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays: Normal Office Hours Weekends: By Telephone</p>
<p>Part 2 – Age limits</p>	
<p>2.1 What age limits apply to residents in this village?</p>	<p>55 years of age and over and have the requisite level of medical and care needs as determined by the Scheme Operator having regard to the fact that the Village is a supported living community.</p>

ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

<p>3.1 Resident ownership or tenure of the units in the village is:</p>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input checked="" type="checkbox"/> Lease (non-owner resident)</p> <p><input type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other</p> <p>.....</p>
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Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 154 units in the village, comprising of 154 single story units in a multi-story building with 2 levels			
Accommodation Unit	Freehold	Leasehold	Licence	Other
Other: Supported Living Apartments				
One bedroom		102		
Two bedrooms		52		
Total number of units		154		

Access and design	
3.3 What disability access and design features do the units and the village contain?	<p><input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in some units</p> <p><input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into all units</p> <p><input checked="" type="checkbox"/> Step-free (hobless) shower in all units</p> <p><input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in all units</p> <p><input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in all units</p> <p><input checked="" type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place:-</p> <p>Lifts are available between all levels, day respite areas/programs where applicable, extensions to the emergency call systems i.e. sensor mats, door reed switches, wanderer's system, availability of on-site care, grab rails in some units.</p>

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?	<p><input checked="" type="checkbox"/> General car parking for residents in the village</p> <p>Restrictions on resident's car parking include:</p> <p>One vehicle only per Accommodation Unit in the parking area specifically allocated to them or to all residents. Residents and their Guests must not park or stand a vehicle on any other part of the community grounds. Where the Resident has been granted the right to use a specified area, subject to availability, for parking their vehicle, the Scheme Operator has the right to terminate or change the right to use that specified area at any time.</p>
4.2 Is parking in the village available for visitors? If yes, parking restrictions include:	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Security Gate Code or contact with on-site staff is required for after hours access between 6:00pm and 6:00am. Security Gate Code is provided upon request.</p>

Part 5 – Planning and development

<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started: 2011</p> <p><input type="checkbox"/> Fully developed / completed</p> <p><input checked="" type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
<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 of development or proposed development, including the final number and types of units and any new facilities. 	<p>Development approval granted</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p> <p>Development application pending</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Whilst the Scheme Operator currently has no plans or approvals in place to further develop the village, the Scheme Operator reserves its rights to further develop the Village at its sole discretion in the future.</p> <p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</i></p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>

Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Activities or games room | <input type="checkbox"/> Medical consultation room |
| <input checked="" type="checkbox"/> Arts and crafts room | <input type="checkbox"/> Restaurant |
| <input checked="" type="checkbox"/> Auditorium | <input type="checkbox"/> Shop |
| <input checked="" type="checkbox"/> BBQ area outdoors | <input type="checkbox"/> Swimming pool [indoor / outdoor]
[heated / not heated] |
| <input checked="" type="checkbox"/> Billiards table | <input checked="" type="checkbox"/> Separate lounge in community centre |
| <input checked="" type="checkbox"/> Bowling green [indoor mat] | <input type="checkbox"/> Spa [indoor / outdoor]
[heated / not heated] |
| <input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access) | <input type="checkbox"/> Storage area for boats / caravans |
| <input checked="" type="checkbox"/> Chapel / prayer room | <input type="checkbox"/> Tennis court [full/half] |
| <input checked="" type="checkbox"/> Laundry Facilities | <input checked="" type="checkbox"/> Village bus or transport |
| <input checked="" type="checkbox"/> Community room or centre | <input checked="" type="checkbox"/> Workshop |
| <input checked="" type="checkbox"/> Dining room | <input checked="" type="checkbox"/> Bar/Cafe |
| <input checked="" type="checkbox"/> Gardens | <input checked="" type="checkbox"/> Day Respite Area |
| <input type="checkbox"/> Gym | <input checked="" type="checkbox"/> Short Term Care facilities |
| <input checked="" type="checkbox"/> Hairdressing salon | |
| <input checked="" type="checkbox"/> Library | |

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).

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

Yes No

Seasons Waterford West is in itself a unique provider of Accommodation and Services for older Australians - a genuine alternative model to Residential Aged Care, providing independent self-contained accommodation and fully integrated, on-site care and support services

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)?

- Management and Administration
- Community gardening and minor maintenance
- Community areas building maintenance
- Community areas cleaning
- Community waste management
- Recreation or entertainment facilities
- Insurance for the building and community facilities
- Council rates and water charges
- Community areas pest control
- Community areas gas and electricity
- Accommodation Unit electricity
- General activities as nominated by the Scheme Operator
- Courtesy Bus for scheduled local trips
- Lifestyle and Leisure activities including the provision of staffing
- Recruitment, selection, training and coordination of volunteer staff and activities
- Monitoring, maintenance and management of Accommodation Unit Call/Response/Security technology system
- Installation, monitoring, maintenance and management of community fire system
- Onsite emergency care response 24 hours, 7 days a week. Emergency care response may be monitored externally, at Scheme Operator's discretion

7.2 Are optional personal services provided or made available to residents on a user-pays basis?

Yes No

Refer to the list of Personal Services in the Care & Support Services Agreement annexed to the Application for Residence.

7.3 Does the retirement village operator provide government funded home care services under the *Aged Care Act 1997 (Cwth)*?

Yes, the operator is an Approved Provider of home care under the *Aged Care Act 1997* (Registered Accredited Care Supplier – RACS ID number)

Yes, home care is provided in association with an Approved Provider: Envigor Pty Ltd ABN 31 147 108 870

In partnership with and under contract to the operator, Envigor provides 24/7 on-site care and support services. Envigor is also an approved provider of services under the Department of Veteran Affairs (DVA) Community Nursing Program and where government funded home or DVA services are not available additional funding mechanisms are available.

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 *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (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 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>CCTV cameras are fitted throughout the community areas of the Village. Pedestrian and vehicle access between 6:00pm and 6:00am require the gate security code or contact with on-site staff to obtain access. Residents with cognitive impairment are provided with a wanderer's alarm for their safety and security.</p> <p>24 hours a day, 7 days per week.</p>
<p>8.2 Does the village have an emergency help system?</p> <p>If yes or optional:</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>The Village has an emergency call system which is monitored on-site. Residents are issued with a wearable device (worn either around the neck or on the wrist). All Apartments are fitted with alarm activation points in the bathroom/s and bedroom/s and the Apartment's smoke alarm is integrated into the emergency call system. Alarm activation points are also located in the communal toilets and throughout the communal areas. The emergency help system can be extended to include sensor mats, door reed switches and wanderer's alarms if required.</p> <p>24 hours a day, 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> <p>First aid kits, wheelchairs, hoists, fire indicator panel, fire extinguishers and hoses.</p>

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	<table border="1"> <thead> <tr> <th>Accommodation Unit</th> <th>Range of ingoing contribution</th> </tr> </thead> <tbody> <tr> <td>Supported Living Apartments</td> <td></td> </tr> <tr> <td>- One bedroom (Unit Type 1 and 2)</td> <td>\$279,000</td> </tr> <tr> <td>- Two bedrooms (Unit Type 3)</td> <td>\$329,000</td> </tr> <tr> <td>- Two bedrooms (Unit Type 4)</td> <td>\$329,000 to \$345,000</td> </tr> <tr> <td>Full range of ingoing contributions for all unit types</td> <td>\$279,000 to \$345,000</td> </tr> </tbody> </table>	Accommodation Unit	Range of ingoing contribution	Supported Living Apartments		- One bedroom (Unit Type 1 and 2)	\$279,000	- Two bedrooms (Unit Type 3)	\$329,000	- Two bedrooms (Unit Type 4)	\$329,000 to \$345,000	Full range of ingoing contributions for all unit types	\$279,000 to \$345,000
	Accommodation Unit	Range of ingoing contribution											
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	- Two bedrooms (Unit Type 3)	\$329,000											
- Two bedrooms (Unit Type 4)	\$329,000 to \$345,000												
Full range of ingoing contributions for all unit types	\$279,000 to \$345,000												
<p>The Scheme Operator is flexible when negotiating an Ingoing Contribution for a prospective resident however the starting price is set out above and is dependent on the unit type and location of the unit within the Village. Ingoing Contributions are also based on the care assessment of all residents and the Scheme Operator reserves its rights to request a higher Ingoing Contribution based on the outcome of the assessment and approval process upon submitting an application to reside in the village.</p>													
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?													
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
<p>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.</p>													
<p>The Scheme Operator and the prospective resident may enter into a Deferred Payment Agreement whereby an Initial Contribution is paid in order to allow the prospective resident early occupation of their chosen Accommodation Unit. The resident has up to 6 months to pay the balance of the full Ingoing Contribution (“Deferred Payment Amount”), penalty free. This allows time for the resident to sell their own property while being able to occupy their Accommodation Unit and start receiving care for their own safety and wellbeing. This arrangement is subject to the Scheme Operator’s approval process once an Application for Residence has been submitted by the prospective resident. Minimum Initial Contributions are required. A copy of the Deferred Payment Agreement is annexed to the Application for Residence.</p>													
9.3 What other entry costs do residents need to pay?													
<input type="checkbox"/> Transfer or stamp duty <input type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract <input type="checkbox"/> Advance payment of General Services Charge <input checked="" type="checkbox"/> Other costs: The Scheme Operator’s Legal and Administration Costs as defined in the Application for Residence, currently \$990.00													

including GST. This fee does not cover or include contract preparation which is a cost that is not passed on to a resident.

Part 10 – Ongoing Costs - costs while living in the retirement village

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

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

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

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

10.1 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	\$173.84 (\$161.07 after surplus and interest income)	\$23.10

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

Financial Year	General Services Charge (range) (weekly)	Maintenance Reserve Fund Contribution (range) (weekly)	Overall % change from previous year (+ or -)
2017/2018	\$165.97	\$17.28	1.8%+
2018/2019	\$168.71	\$24.04	5.18%+
2019/2020	\$172.86	\$22.68	1.45%+

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)

- Contents insurance
- Home insurance (freehold units only)
- Electricity
- Gas

- Water
- Telephone
- Internet
- Pay TV
- Other

<p>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?</p>	<p> <input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None </p> <p>Additional information:-</p> <p>Residents are responsible for all items they own or bring into their units, and for regular servicing and maintenance of any items provided in their unit by the Scheme Operator. The residents are responsible for replacement or repair of items supplied by the Scheme Operator if required due to accelerated wear and tear or deliberate damage.</p>
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<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p> <p>If yes: provide details, including any charges for this service.</p>	<p> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>Refer to the list of Personal Services in the Care & Support Services Agreement annexed to the Application for Residence.</p>
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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).

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p> <input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula <input type="checkbox"/> Yes – all new 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 checked="" type="checkbox"/> Yes – all residents pay an exit fee but the way this is worked out varies depending on the applicable Unit Type of the Accommodation Unit. </p>
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<p>Exit Fee for Unit Type 1 and 2</p>	<p>\$57.33 (per day)</p>
<p>Exit Fee for Unit Type 3 and 4</p>	<p>\$67.61 (per day)</p>

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on the applicable Unit Type at a daily rate as mentioned in the table above. Exit Fee examples are as follows based on the number of full years in column one:
1 year (1 full year)	Unit Type 1 and 2 \$20,925 Unit Type 3 and 4 \$24,675
2 years (2 full years)	Unit Type 1 and 2 \$41,850 Unit Type 3 and 4 \$49,350
5 years (5 full years)	Unit Type 1 and 2 \$83,700 Unit Type 3 and 4 \$98,700
10 years (10 full years)	Unit Type 1 and 2 \$83,700 Unit Type 3 and 4 \$98,700
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is:</p> <p style="padding-left: 40px;">\$83,700 for Unit Type 1 and 2 \$98,700 for Unit Type 3 and 4</p> <p>The minimum exit fee is:</p> <p style="padding-left: 40px;">\$57.33 for Unit Type 1 and 2 \$67.61 for Unit Type 3 and 4</p>	
<p>11.2 What other exit costs do residents need to pay or contribute to?</p>	<p><input type="checkbox"/> Sale costs for the unit</p> <p><input type="checkbox"/> Legal costs</p> <p><input type="checkbox"/> Other costs</p>

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

Yes No

Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:

- *fair wear and tear; and*
- *renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.*

Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.

12.2 Is the resident responsible for renovation of the unit when they leave the unit?

No

Renovation means replacements or repairs other than reinstatement work.

By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

Part 13– Capital gain or 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?

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 out?

The Exit Entitlement is calculated as follows:-

The Ingoing Contribution paid by the Resident;

Less the Exit Fee (calculated in accordance with Part 11.1 of this document)

Less:

- Any outstanding personal services, care service costs including Home Care Package or Private Package balances.
- Any outstanding general services charges;
- Any outstanding Food Service Charge balances;
- Any outstanding maintenance reserve fund contributions;
- All costs for reinstatement due to accelerated wear and tear and all costs for any deliberate damage caused to the accommodation unit by the resident;
- Any costs associated with the removal and storage of your contents;
- Any interest on overdue monies;
- Any expenses the Scheme Operator is entitled to charge the resident under the Act, the Lease or other Agreement between the resident and the Scheme Operator;
- Any other monies owing by the resident to the Scheme Operator under the Lease or the Act or other occupancy arrangement that commenced prior to the commencement of the Lease.
- Any monies owing by the resident in accordance with the Deferred Payment Agreement, if applicable.
- Any monies owing by the resident to the Scheme Operator under the Lease or other Agreement that the parties have entered into after commencement of the Lease.

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:
 - which may range from 6 months to 9 months after the termination of the residence contract, depending on your contract option.
- 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?

- 29 accommodation units were vacant as at the end of the last financial year
- 6 accommodation units were resold during the last financial year
- 6 months 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	Change from previous year
2016/2017	\$27,375 surplus	\$164,752.96	- 87%
2017/2018	\$100,092 surplus	\$225,797.71	266%
2018/2019	\$84,988 surplus	\$178,421.46	-15%
Balance of Maintenance Reserve Fund for the last financial year OR last quarter if no full financial year available		\$234,539	
Balance of Capital Replacement Fund for the last financial year OR last quarter if no full financial year available		\$685,977 (Annual contributions are made by the Scheme Operator in the last month of each financial year)	
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund		0%	
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.			

OR

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.

<p>16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies:</p> <p>Residents are responsible for the insuring of their own personal belongings, valuables and furniture.</p>
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Part 17 – Living in the village

Trial or settling in period in the village

<p>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</p> <p>If yes: provide details including, length of period, relevant time frames and any costs or conditions</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Subject to the Scheme Operator’s approval and treated on a case by case basis, a resident and the Scheme Operator may agree in writing on a trial period however the resident must proceed to settlement of their residence contract (Application for Residence) and pay all costs applicable including the Ingoing Contribution, Food Service Charge, General Services Charge and Maintenance Reserve Fund contributions. At the end of the agreed trial period, if notice is given by the resident that they no longer wish to reside in the accommodation unit, the resident is required to pay all exit fees in accordance with the terms of their contract and lease agreement. Any exit entitlement owing to the resident will be paid to the resident within 14 days after vacating the accommodation unit, subject to the resident providing any documents required to remove the lease from Title.</p>
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Pets

<p>17.2 Are residents allowed to keep pets?</p> <p>If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Pets are generally welcome to stay in the accommodation unit with the prior written consent of the Scheme Operator/Community Manager and subject to the strict guidelines and rules which are located in the lease agreement.</p> <p>Definition of the type of pets residents may apply to keep can be found in the lease agreement also. These are limited to small fish tanks, small caged bird, cat, small-medium sized dog.</p>
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Visitors

<p>17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Except for temporary visits of fourteen (14) days or less, the resident must not permit any other person to occupy the accommodation unit without the Scheme Operators prior written consent which may be given on such terms as the Scheme Operator thinks fit and can be withdrawn at any time in the absolute discretion of the Scheme Operator.</p> <p>The resident must continue living in the accommodation unit at all times when their visitors are staying in the accommodation unit unless the Scheme Operator otherwise consents.</p>
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	The resident must ensure that all visitors comply with the by-laws, rules and obligations of the Village and that they do not interfere with the rights and enjoyment of the other residents at the Village.
Village by-laws and village rules	
17.4 Does the village have village by-laws?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>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.</i> <i>Note: See notice at end of document regarding inspection of village by-laws</i>
17.5 Does the operator have other rules for the village.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: Rules may be made available on request. Refer to the Lease Agreement and the Rules and Regulations.
Resident input	
17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i> <i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>
Part 18 – Accreditation	
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through: It is the Scheme Operator's intention for this Village to be accredited under QIP in the near future.
Note: Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> 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? If yes, <ul style="list-style-type: none"> what is the fee to join the waiting list? 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of 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 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: <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: www.qcat.qld.gov.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au/