## **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

### 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
  - o 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 http://seasonsliving.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.
  - o The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.gls.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 2025 and applies to prospective residents.

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

Part 1 – Operator and management details					
1.1 Retirement village location	Retirement Village Name 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	Name of land owner Pucsla No. 2 Pty Ltd				
on which the retirement village	Australian Company Number (ACN): 132 938 446				
scheme is located	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)				
	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				
	Date entity became operator: 27/04/2012				
1.4 Village	Name of village management entity and contact details				
management and onsite availability	Seasons Living Australia Pty Ltd				
	Australian Company Number (ACN): 108 866 904				
	Phone: 1300 732 766 Email: info@seasonsliving.com.au				
	An onsite manager (or representative) is available to residents:				
	⊠ Full time				
	Onsite availability includes:				
	Weekdays: Normal Office Hours				
	Weekends: By Telephone				

pi fo vi	5 Approved closure lan or transition plan or the retirement llage  art 2 – Age limits  1 What age limits	Is there an approved transition plan for the village?  ☐ Yes ☒ No  A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.  Is there an approved closure plan for the village?  ☐ Yes ☒ No  A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.			
a	oply to residents in his village?	65 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.			
	CCOMMODATION, FA			tonuro	
3.1 Resident ownership or tenure of the units in the village is:		<ul> <li>□ Freehold (owner resident)</li> <li>□ Lease (non-owner resident)</li> <li>□ Licence (non-owner resident)</li> <li>□ Share in company title entity (non-owner resident)</li> <li>□ Unit in unit trust (non-owner resident)</li> <li>□ Rental (non-owner resident)</li> <li>□ Other</li> </ul>			
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 bedroom		52		
	Total number of units		154		
i l					

#### Access and design 3.3 What disability □ Level access from the street into and between all areas of the unit. access and design (i.e. no external or internal steps or stairs) in some units features do the units and the village ☑ Alternatively, a ramp, elevator or lift allows entry into all units contain? Step-free (hobless) shower in all units □ Toilet is accessible in a wheelchair in all units ☑ Other key features in the units or village that cater for people with disability or assist residents to age in place 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. Part 4 - Parking for residents and visitors 4.1 What car parking ⊠ General car parking for residents in the village in the village is available for Restrictions on resident's car parking include: residents? 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. 4.2 Is parking in the village available for Security Gate Code or contact with on-site staff is required for after visitors? hours' access between 6:00pm and 6:00am. Security Gate Code is If yes, parking provided upon request. restrictions include Part 5 - Planning and development Year village construction started: 2011 5.1 Is construction or development of the village complete? ☐ Partially developed / completed ☐ Construction yet to commence 5.2 Construction, Whilst the Scheme Operator currently has no plans or approvals in place development to further develop the village, the Scheme Operator reserves its rights to applications and further develop the Village at its sole discretion in the future. 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 under the Retirement Villages Act 1999	Is there an approved redevelopment plan for the village under the Retirement Villages Act?  Yes No  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.  Note: see notice at end of document regarding inspection of the development approval documents.			
Part 6 – Facilities onsite	e 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 [indoor mat]</li> <li>Business centre (e.g. computers, printers, internet access)</li> <li>Chapel / prayer room</li> <li>Laundry facilities</li> <li>Community room or centre</li> <li>Dining room</li> <li>Gardens</li> <li>Gym</li> <li>Hairdressing or beauty room</li> <li>Library</li> </ul>	<ul> <li>☐ Medical consultation room</li> <li>☐ Restaurant</li> <li>☐ Shop</li> <li>☐ Swimming pool</li> <li>☒ Separate lounge in community centre</li> <li>☐ Spa</li> <li>☐ Storage area for boats / caravans</li> <li>☐ Tennis court</li> <li>☒ Village bus or transport</li> <li>☐ Workshop</li> <li>☒ Bar / cafe</li> <li>☐ Day Respite Area</li> <li>☐ Short Term Care facilities</li> </ul>		
	that is not funded from the Generals on access or sharing of facilities	al Services Charge paid by residents or s (e.g. with an aged care facility).		

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☐ Yes ☒ No  Seasons Waterford West is a unique provider of Accommodation and Services for older Australians, providing independent self-contained accommodation			
aged care facility?	and fully integrated, on-site care and support services.			
<b>Note:</b> Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i> . Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.				
Part 7 – Services				
7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	<ul> <li>Management and Administration</li> <li>Community gardening and minor maintenance</li> <li>Community areas building maintenance</li> <li>Community areas cleaning</li> <li>Community waste management</li> <li>Recreation or entertainment facilities</li> <li>Insurance for the building and community facilities</li> <li>Council rates and water charges</li> <li>Community areas pest control</li> <li>Community areas gas and electricity</li> <li>Accommodation Unit electricity</li> <li>General activities as nominated by the Scheme Operator</li> <li>Courtesy Bus for scheduled local trips</li> <li>Lifestyle and Leisure activities including the provision of staffing</li> <li>Recruitment, selection, training and coordination of volunteer staff and activities</li> <li>Monitoring, maintenance and management of Accommodation Unit Call/Response/Security technology system</li> <li>Installation, monitoring, maintenance and management of community fire system</li> <li>Onsite emergency care response 24 hours, 7 days a week. Emergency care response may be monitored externally, at Scheme Operator's discretion</li> </ul>			
7.2 Are optional personal services provided or made available to residents on a user-pays basis?				
7.3 Does the retirement village operator provide government funded				

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

NAPS ID - 3257)

home care services under the Aged Care Act 1997 (Cwth)?

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					
<ul> <li>8.1 Does the village have a security system?</li> <li>If yes:</li> <li>the security system details are:</li> </ul>					
the security system is monitored between:	24 hours a day, 7 days per week.				
<ul> <li>8.2 Does the village have an emergency help system?</li> <li>If yes or optional:</li> <li>the emergency help system details are:</li> </ul>	Yes - all residents				
the emergency help system is monitored between:	24 hours a day, 7 days per week.				
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?  If yes, list or provide details e.g. first aid 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 estimated ingoing contribution (sale price) range for all types of units in the village

Accommodation Unit	Range of ingoing contribution
Supported Living Apartments	
- One bedroom (Unit Type 1,2 and Premium with Deck)	\$345,000 - \$365,000
- Two bedrooms (Unit Type 3 and 4)	\$395,000
- Two bedrooms (Unit Type 4 Premium)	\$425,000
Full range of ingoing contributions for all unit types	\$345,000 - \$425,000

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.

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

The Scheme Operator and the prospective resident may enter into a Deferred Payment Agreement whereby a portion of the Ingoing Contribution is paid on entry ("Initial Contribution") and payment of the balance of the Ingoing Contribution is deferred in order to allow the prospective resident early occupation of their chosen Accommodation Unit. Under the terms of the Deferred Payment Agreement, the resident has up to 6 months to pay the balance of the full Ingoing Contribution ("Deferred Payment Amount"), interest 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. A minimum Initial Contribution applies. A copy of the Deferred Payment Agreement is annexed to the Application for Residence.

9.3 What other costs do reside need to pay?								
Part 10 – Ongoing Costs - costs while living in the retirement village								
available to resid	<b>General Services Charge:</b> 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							
(but not replacing	g) the villa er mainta	ge's capital	items e.g. commi	ınal facili	ties, swimming	aining and repairing pool. This fund may the terms of your		
each financial y Maintenance Re <b>Note:</b> The follow	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 we	ekly rate	s of Genera	al Services Char	ge and N	laintenance R	eserve Fund		
Type of Unit		General (weekly)	ral Services Charge Maintenance Reserve contribution (weekly)		Reserve Fund			
All units pay a f	lat rate	\$223.62 (\$198.09						
Last three years	of Genera	ıl Services C	harge and Mainte	nance Re	serve Fund cor			
Financial year General S year Charge (ra (weekly)					JOING I WIIW GOI	ntribution		
year	Charge	(range)	Overall % change from previous year	Mainter Reserv	nance e Fund ution (range)	Overall % change from previous year (+ or -)		
year 2022/2023	Charge (weekly)	(range)	Overall % change from	Mainter Reserv contrib (weekly	nance e Fund ution (range)	Overall % change from previous year		
-	Charge (weekly)	(range)	Overall % change from previous year	Mainter Reserv contrib (weekly	nance e Fund ution (range) )	Overall % change from previous year (+ or -)		
2022/2023	Charge (weekly) \$18	(range) 84.17	Overall % change from previous year 6.1%	Mainter Reserv contrib (weekly	nance e Fund ution (range) ) \$21.92	Overall % change from previous year (+ or -) -5.4%		

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?	⊠	d for regular servicing and mainte it by the Scheme Operator.	ms they own or bring into their units, nance of any items provided in their The residents are responsible for	
		quired due to accelerated wear ar	pplied by the Scheme Operator if and tear or deliberate damage.	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	Ple	Yes □ No ease refer to the list of Persona rvices Agreement annexed to the	al Services in the Care & Support Application for Residence.	
If yes: provide details, including any charges for this service.				
Part 11 – Exit fees – who	en y	ou leave the village		
		n exit fee to the operator when th This is also referred to as a 'defe	ney leave their unit or when the right rred management fee' (DMF).	
11.1 Do residents pay an exit fee when they permanently leave their unit?		☐ Yes – all residents pay an exit fee calculated using the same formula ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract		
If yes: list all exit fee options that may apply to new contracts	$\boxtimes$	No exit fee Yes - all residents pay an exit fee pending on the applicable Unit Ty	but the way this is worked out varies pe of the Accommodation Unit.	
		Exit Fee for Unit Type 1 and 2	\$80.34 (per day)	
		Exit Fee for Unit Type 1 Premium Deck	\$85.00 (per day)	
	Exit Fee for Unit Type 3 and 4		\$91.99 (per day)	
		Exit Fee for Unit Type 4 Premium	\$98.97 (per day)	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit			e applicable Unit Type at a daily bove. Exit Fee examples are as full years in column one: \$29.325	

(1 full ye	ar)	_		
( Trail y	Office Type in Termidin	\$31,025 \$32,575		
	Unit Type 3 and 4 Unit Type 4 Premium	\$33,575 \$36,125		
2.40				
	are)	\$58,650		
(2 13 ) 5.	Unit Type 1 Premium Unit Type 3 and 4	\$62,050 \$67,150		
	Unit Type 3 and 4 Unit Type 4 Premium	\$72,250		
5 ye	ears Unit Type 1 and 2	\$117,300		
(5 full year	ars) Unit Type 1 Premium	\$124,100		
	Unit Type 3 and 4	\$134,300		
	Unit Type 4 Premium	\$144,500		
10 ye	<u> </u>	\$117,300		
(10 full yea	'   Offic Type i Freithain	\$124,100		
	Unit Type 3 and 4	\$134,300 \$444,500		
	Unit Type 4 Premium	\$144,500		
Note: if the period of occurrence on a daily basis.	supation is not a whole number	of years, the exit fee will be worked out		
The <b>maximum</b> (or capp	ed) exit fee is:			
\$117,300 fo	r Unit Type 1 and 2			
	Unit Type 1 Premium			
	r Unit Type 3 and 4			
φ144,300 10	r Unit Type 4 Premium			
The <b>minimum</b> exit fee is	<b>:</b> :			
\$80.34 fo	r Unit Type 1 and 2			
	Unit Type 1 Premium			
	r Unit Type 3 and 4 r Unit Type 4 Premium			
ψ30.37	Onic Type 4 Fremium			
11.2 What other exit	☐ Sale costs for the unit			
costs do residents need to pay or	☑ Legal costs			
contribute to?	☐ Other costs			
	The Scheme Operator's Legal and Administration Costs as defined in			
		currently \$1825.00 including GST.		
Part 12 – Reinstatemen	and renovation of the unit			
12.1 Is the resident	⊠ Yes □ No			
responsible for reinstatement of the	Reinstatement work means re	placements or repairs that are reasonably		
unit when they leave	<u> </u>	to the same condition it was in when the		
the unit?	resident started occupation, a			
	fair wear and tear; and			
	<ul> <li>renovations and other char with agreement of the resid</li> </ul>	nges to the condition of the unit carried out		
	with agreement of the resid	sont 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?

 $\boxtimes$  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 costs services including Home Care Package balances;
- Any outstanding General Services Charges;
- Any outstanding Food Service Charge balances;
- Any outstanding Maintenance Reserve Fund contributions;
- All costs for reinstatement work (if necessary see Part 12.1 of this document);
- Any costs associated with the removal and storage of the resident's contents;
- Any interest on overdue monies;

- The Scheme Operators legal costs in relation to the sale, if any.
- Termination Administration Costs, if any.
- 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, the Act, the Deferred Payment Agreement (if applicable) or any other agreement that was entered into by the parties prior to the commencement of the Lease or after the 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.
- 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?

- 24 accommodation units were vacant as at the end of the last financial year
- 13 accommodation units were resold during the last financial year
- 7 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 Deficit/ Balance Year Surplus		Change from previous year			
2021/2022	Surplus	\$24,827	26.06%		
2022/2023	2022/2023 Surplus \$11,207 -54.86%		-54.86%		
2023/2024	Surplus	\$95,688	753.82%		
Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available \$258,491					

Balance of <b>Maintenance Reserve Fund</b> for <del>last</del>	\$396,964
financial year OR last quarter if no full financial year available	, , , , , , , , , , , , , , , , , , ,
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available	\$197,806
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	

#### 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?

⊠ Yes □ No

If yes, the resident is

If yes, the resident is responsible for these insurance policies:

responsible for these insurance policies:

Residents are responsible for insuring their own personal belongings, valuables and furniture.

#### Part 17 – Living in the village

Trial or settling in period in the village

#### 17.1 Does the village offer prospective residents a trial period or a settling in period in the village?

If yes: provide details including, length of

period, relevant time

conditions

frames and any costs or

⊠ Yes □ No

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 the Lease. Any exit entitlement owing to the resident will be paid to the resident within 30 days after vacating the Accommodation Unit, subject to the resident providing any documents required to remove the Lease from title.

Pets		
17.2 Are residents allowed to keep pets?	⊠ Yes □ No	
If yes: specify any restrictions or conditions on pet ownership	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.	
·	Definition of the type of pets residents may apply to keep can be found in the Lease. These are limited to small fish tanks, small caged bird, cat, small-medium sized dog.	
Visitors		
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)	⊠ Yes □ No	
	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.	
	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.	
	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?	⊠ Yes □ No	
	By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.	
	Note: See notice at end of document regarding inspection of village by-laws	
17.5 Does the operator have other rules for the village.	⊠ Yes □ No	
	If yes: Rules may be made available on request.	
Resident input		
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act 1999?</i>	☐ Yes ☒ No	
	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.	
	You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.	
Part 18 – Accreditation		

18.1 Is the village voluntarily accredited through an industrybased accreditation scheme?	☐ No, village is not accredited  ☐ Yes, village is voluntarily accredited through: IRCAS Standards	
<b>Note:</b> 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?	☐ Yes ⊠ 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).

$\boxtimes$	Certificate of registration for the retirement village scheme
$\boxtimes$	Certificate of title or current title search for the retirement village land
$\boxtimes$	Village site plan
$\boxtimes$	Plans showing the location, floor plan or dimensions of accommodation units in the village
$\boxtimes$	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
$\boxtimes$	The annual financial statements and report presented to the previous annual meeting of
	the retirement village
$\boxtimes$	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
$\boxtimes$	Examples of contracts that residents may have to enter into
$\boxtimes$	Village dispute resolution process
$\boxtimes$	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 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 www.hpw.qld.gov.au

#### **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:
<a href="www.qld.gov.au/seniorsliving">www.qld.gov.au/seniorsliving</a>

#### 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 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-

<u>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: 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.gls.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/