### Retirement Villages

### Form 3



ABN: 86 804 771 740

### Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Forest Grove Retirement Living

aveo

### 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 https://www.aveo.com.au/communities/durack/costs/
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

### **Notice for prospective residents**

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

- Seek independent legal advice about the retirement village contract there are different types
  of contracts and they can be complex
- Find out the financial commitments involved in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement villages. See www.caxton.org.au or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.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 22 September 2023 2023 and applies to prospective residents.

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

Part 1 - Operator and m	Part 1 - Operator and management details					
1.1 Retirement village location	Retirement Village Name: Forest Grove Retirement Living					
	Street address: 356 Blunder Road					
	Suburb: Durack State: QLD Post Code: 4077					
1.2 Owner of the land	Name of land owner: Aveo Durack Pty Limited					
on which the retirement village	Australian Company Number (ACN): 010 463 000					
scheme is located	Address: Level 6, 50 Longland Street					
	Suburb: Newstead State: QLD Post Code: 4006					
1.3 Village operator	Name of entity that operates the retirement village (scheme operator):					
	Aveo Healthcare Limited (as agent of the owner)					
	Australian Company Number (ACN): 061 421 565					
	Address: Level 6, 50 Longland Street					
	Suburb: Newstead State: QLD Post Code: 4006					
	Date entity became operator: 15 March 2010					
1.4 Village	Name of village management entity and contact details:					
management and onsite availability	Aveo Healthcare Limited (as agent of the owner)					
	Australian Company Number (ACN): 061 421 565					
	Phone: 13 28 36 Email: sales@aveo.com.au					
	An onsite manager (or representative) is available to residents:					
	<ul><li>⋈ Full time</li><li>⋈ Other 24/7 Registered nursing onsite (awake)</li></ul>					

	Onsite availability includes:			
	Weekdays: 8:00am – 4:00pm			
	Weekends: N/A			
1.5 Approved closure plan or transition plan	Is there an approved transition plan for the village?  ☐ Yes ☒ No			
for the retirement village	A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.			
	Is there an 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.			
Part 2 - Age limits				
2.1 What age limits apply to residents in this village?	Residents must be at least 55 years old.			
ACCOMMODATION, FA	CILITIES AND SERVICES			
Part 3 - Accommodation	odation units: Nature of ownership or tenure			
3.1 Resident ownership or tenure of	☐ Freehold (owner resident)			
the units in the village	☐ Lease (non-owner resident)			
is:	☐ Licence (non-owner resident)			
	☐ Share in company title entity (non-owner resident)			
	☐ Unit in unit trust (non-owner resident)			
	☐ Rental (non-owner resident)			
	☐ Other			
Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 626 units in the village, comprising 291 single storey units, 232 multi-storey units and 103 multi-storey units in 3 multi-storey buildings with 3 levels (Melaleuca, Poinciana and Narrowleaf)			
	Note from the Scheme Operator: Until mid-2023, units in the 3 multi- story buildings (being Melaleuca, Poinciana and Narrowleaf) were being leased as serviced apartments. Some of these units may now be leased as independent living units, with residents in these units having the option to select services (on a fee for service basis) which may be provided to serviced apartment residents. As existing serviced apartment residents leave the village, the scheme operator may decide (in its discretion) to reclassify some or all of the serviced apartments as independent living units and lease them accordingly.			

	Accommodation Unit	Fre	ehold	Leasehold	Licence	Other
Ī	Independent living units					
	- Studio			24		
	- One bedroom			118		
	- Two bedroom			320		
	- Three bedroom			72		
	Serviced units					
	- Studio			30		
	- One bedroom			60		
	- Two bedroom			2		
	- Three bedroom					
	Other					
	Total number of units			626		
A	ccess and design					
3.	3 What disability	$\boxtimes$	Level access	from the street into	and between all a	reas of the unit
	cess and design		(i.e. no extern	nal or internal steps	or stairs) in □ all	⊠ some units
	atures do the units nd the village	<ul> <li>✓ Alternatively, a ramp, elevator or lift allows entry into □ all ⋈ some</li> </ul>				
	ontain?	units				
		$\boxtimes$	Sten-free (ho	bless) shower in $\Box$	l all ⊠ some units	
				•		
		$\boxtimes$	Width of door units	ways allow for whe	elchair access in L	」all ⊠ some
		$\boxtimes$	Toilet is acce	ssible in a wheelch	air in $\square$ all $oxtimes$ som	e units
			•	itures in the units o ssist residents to a	•	for people with
			None			
Pa	art 4 - Parking for resid	lents	and visitors			
	_					
in	1 What car parking the village is vailable for	Some units with own garage or carport attached or adjacent to the unit				
	sidents?	$\boxtimes$	Some units w	vith own garage or o	carport separate fro	om the unit
		$\boxtimes$	Some units w	ith own car park sp	pace adjacent to the	e unit
		<ul><li>Some units with own car park space separate from the unit</li></ul>				
		<ul> <li>☑ General car parking for residents in the village</li> </ul>				
		⊠ Some units with no car parking for residents				
vi vi	2 Is parking in the llage available for sitors?	⊠ Yes □ No				
	strictions include:	Visitors are required to park in spaces that are designated for visitors.				

Part 5 - Planning and development				
5.1 Is construction or	Year village construction started: 1985			
development of the village complete?	□ Fully developed / completed			
	☐ Partially developed / comple	eted		
	☐ Construction yet to commer	nce		
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.	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i> .  Development approval (A005894784) relating to the completed subdivision of the land (see part 5.3 below) was issued by Council on 20 January 2022.			
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			
	A redevelopment plan was approved by residents on 7 September 2022 in relation to the subdivision of the land, which is now complete.			
	The redevelopment involved the reduction in size of the retirement village land.			
	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.			
	<b>Note:</b> see notice at end of document regarding inspection of the development approval documents.			
Part 6 - Facilities onsite	at the village			
6.1 The following	□ Activities or games room			
facilities are currently available to residents:		⊠ Restaurant		
		⊠ Shop		
	⊠ BBQ area outdoors	⊠ Swimming pool [indoor and		
	⊠ Billiards room	outdoor, both heated]		
	Bowling green [indoor and outdoor]	<ul> <li>✓ Separate lounge in community centre</li> </ul>		
		⊠ Spa [outdoor, heated]		

	<ul> <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> <li>☑ Library</li> </ul>	<ul> <li>☐ Storage area for boats / caravans</li> <li>☒ Tennis court [full]</li> <li>☒ Village bus or transport</li> <li>☐ Workshop</li> <li>☒ Other: Archery, Croquet, Gem Club, Bridge Club</li> </ul>		
	hat is not funded from the General on access or sharing of facilities (e	Services Charge paid by residents or if g with an aged care facility).		
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	<ul> <li>✓ Yes ☐ No</li> <li>Name of residential aged care facility and name of the approved provider:</li> <li>Oxley Grove Care Community, DPG Services Pty Ltd ACN 090 007 999.</li> <li>Note from the scheme operator: The party listed above is not a related party of the scheme operator.</li> </ul>			
Note: Aged care facilities are not covered by the <i>Retirement Villages Act 1999</i> (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 <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>residents.</li> <li>Managing the community are.</li> <li>Managing security at the retire.</li> <li>Maintaining the security systems safety equipment (if any).</li> <li>Maintaining fire-fighting and pretirement village.</li> </ul>	ge for the benefit and enjoyment of as and facilities. ement village. em, emergency help system and/or		

- 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 (except where this is a resident's responsibility).
  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.

'Support Services' (provided to residents of serviced apartments only) are:

- Weekly housekeeping.
- Minimum two meals per day served in the dining area.
- Weekly supply of laundered linen.

**Note from the scheme operator:** Serviced Apartment residents receive the 'Support Services' listed above as a component of their regular service fees. These fees are higher than the service fees for residents in independent living units, given the additional 'Support Services' are received.

These 'Support Services' are not compulsory for new residents in Independent Living Units which were previously classified as serviced apartments, in the Melaleuca, Poinciana and Narrowleaf buildings. Instead, meal packages, laundry packages and housekeeping services are available to all residents in Independent Living Units on a fee for service basis (see section 7.2 below). Please refer to the community manager for further details.

The scheme operator may at any time change the availability of optional services at the community without notice, subject to a residents lease and the Retirement Villages Act 1999 (Qld).

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

⊠ Yes □ No

- Meal packages, either delivered to a resident's home or to the communal dining room
- Laundry services

	Housekeeping services
	Please see Community Manager for a full list of available personal services and costs.
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	<ul> <li>☐ Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number)</li> <li>☐ Yes, home care is provided in association with an Approved Provider: Aveo Home Care Services Pty Ltd</li> <li>☐ No, the operator does not provide home care services, residents can arrange their own home care services</li> </ul>
Home Support Program s an aged care assessment	by be eligible to receive a Home Care Package, or a Commonwealth ubsidised by the Commonwealth Government if assessed as eligible by team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care by the <i>Retirement Villages Act 1999</i> (Qld).
Residents can choose the retirement village pr	heir own approved Home Care Provider and are not obliged to use ovider, if one is offered.
Part 8 - Security and em	ergency systems
8.1 Does the village have a security system? If yes:	
the security system details are:	Gated community intercom. Licence plate recognition. Night Patrol.
<ul> <li>the security system is monitored between:</li> </ul>	6:00pm to 6:00am, 7 days per week.
8.2 Does the village have an emergency help system?	∑ Yes - all residents
<ul><li>If yes or optional:</li><li>the emergency help system details are:</li></ul>	Emergency response system equipment is installed in each accommodation unit and in all common areas which allows residents to activate an emergency call. An internal representative will assess and deal with calls in accordance with agreed protocols.
<ul> <li>the emergency help system is monitored between:</li> </ul>	24 hours, 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
Independent living units	
- Studio	\$120,000 to \$170,000
- One bedroom	\$215,000 to \$250,000
- Two bedrooms	\$360,000 to \$600,000
- Three bedrooms	\$690,000 to \$750,000
Serviced units	
- Studio	\$110,000 to \$130,000
- One bedroom	\$190,000 to \$300,000
- Two bedrooms	\$440,000 to \$470,000
- Three bedrooms	
Other:	
Full range of ingoing contributions for all unit types	\$110,000 to \$750,000

**Note from the scheme operator:** The ingoing contribution is the 'Entry Payment' in the residence contract.

The ingoing contribution above is the **standard ingoing contribution**.

The standard ingoing contribution is the ingoing contribution for the **Now** and **Later** contract options.

The ingoing contribution payable for the **Bond** contract is 140% of the standard ingoing contribution (excluding the Establishment Fee (see part 9.3)).

For the **Now** contract, the resident must also pay an Upfront Management Fee of 20% of the standard ingoing contribution.

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.

X	Vec	No
/ N	155	 1 1 1 1 1

There are 3 contract options available:

- Bond
- Now
- Later

The key differences between the 3 contract options are (other differences apply as well, please contact Aveo for details):

Contract option	Exit Fee (refer Part 11)	Exit entitlement payment date after vacating the village (refer Part 14.2)
Bond	Not applicable	3 months
Now	Not applicable – paid upfront	6 months
Later	Deferred Management Fee (maximum 35% over 3 years)	6 months

**Note:** Not all contract options are available for serviced apartments. Please contact the scheme operator if more information is required.

## 9.3 What other entry costs do residents need to pay?

**Note from the scheme operator:** The scheme operator may elect to pay any stamp duty applicable under the **Now** contract. If the scheme operator elects to pay the stamp duty, you will still be responsible for any additional foreign acquirer duty that may be payable.

- ☐ Costs related to your residence contract
- Costs related to any other contract
- ☐ Advance payment of General Services Charge
- Other costs:
  - Establishment Fee (if the contract is a Bond contract). This
    amount is not refundable.
  - Upfront Management Fee (if the contract is a Now contract).
     This amount is not refundable except in the circumstances described in part 14.1.

Please contact the scheme operator if more information is required.

### 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)
Independent Living Units		
- Studio	\$145.38	\$28.85
- One bedroom	\$145.38	\$28.85
- Two bedrooms	\$145.38	\$28.85
- Three bedrooms	\$145.38	\$28.85
Serviced Units		
- Studio	\$305.74	\$28.85
- One bedroom	\$305.74	\$28.85
- Two bedrooms	\$305.74	\$28.85
All units pay a flat rate	\$145.38 (ILUs) \$305.74 (SAs)	\$28.85

### Last three years of General Services Charge and Maintenance Reserve Fund contribution (Independent Living Units)

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022/23	\$136.15	4.06%	\$27.46	10.19%
2021/22	\$130.62	-0.79%	\$24.92	2.42%
2020/21	\$131.66	2.57%	\$24.33	15.69%

### Last three years of General Services Charge and Maintenance Reserve Fund contribution (Serviced Apartments)

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022/23	\$295.51	5.95%	\$29.77	5.74%
2021/22	\$279.23	-1.39%	\$29.77	1.67%
2020/21	\$283.16	1.07%	\$29.28	3.94%

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>
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?	<ul> <li>☑ Unit fixtures</li> <li>☑ Unit fittings</li> <li>☑ Unit appliances</li> <li>☐ None</li> <li>Additional information:</li> <li>Residents are responsible for maintenance and repairs. The scheme operator is responsible for replacements.</li> </ul>	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?  If yes: provide details, including any charges for this service.		
Part 11 - Exit fees- when you leave the village  A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).		
11.1 Do residents pay an exit fee when they permanently leave their unit?	☐ Yes – all new residents pay an	fee calculated using the same formula exit fee but the way this is worked out ch resident's residence contract
If yes: list all exit fee options that may apply to new contracts	Bond No exit fee applies. Now No exit fee applies. Later 15% of the ingoing contribution fo	r the first year of residence, plus 10% the third year, up to a maximum of

	All exit fee components are calculated on a pro-rata daily basis for partial years of residence.	
	<b>Note from the scheme operator</b> : The exit fee is called the 'Deferred Management Fee' in the residence contract.	
Bond		
Not applicable (there is r	no exit fee).	
Now		
Not applicable (there is no exit fee).		
Later		
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution	
1 year	15% of your ingoing contribution	
2 years	25% of your ingoing contribution	
3 years	35% of your ingoing contribution	
4 years	35% of your ingoing contribution	
5 years	35% of your ingoing contribution	
10 years	35% of your ingoing contribution	
<b>Note</b> : if the period of occount on a daily basis.	cupation is not a whole number of years, the exit fee will be worked	
The maximum (or capped) exit fee is 35% of the ingoing contribution after 3 years of residence.		
The minimum exit fee is	15% of your ingoing contribution x 1/365.	
Note from the scheme operator: The minimum exit fee is for 1 day of residence.		
11.2 What other exit	Sale costs for the unit	

Daily basis

Legal costs

Other costs

costs do residents

need to pay or contribute to?

### Part 12 - Reinstatement and renovation of the unit X Yes 12.1 Is the resident □ No responsible for Reinstatement work means replacements or repairs that are reinstatement of the reasonably necessary to return the unit to the same condition it was in unit when they leave when the resident started occupation, apart from: the unit? 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. **Note from the scheme operator:** Residents are only responsible for damage they cause to the accommodation unit. The scheme operator will pay all other costs associated with reinstatement work. 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 $\boxtimes$ No responsible for Renovation means replacements or repairs other than reinstatement renovation of the unit work. when they leave the unit? 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 $\boxtimes$ No 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? 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 The ingoing contribution (paid to the scheme operator on entry) is repaid

to the resident less the following amounts which are paid by you to us by

• if the contract is a *Later* contract, the exit fee;

way of set-off:

entitlement which the operator will pay the

resident worked out?

- any costs of any Reinstatement Work required due to damage the resident has caused to the unit; and
- any other amounts the resident owes under the residence contract or any other agreements the resident has with the scheme operator or its related parties about the provision of goods and services in the retirement village.

If the contract is a **Bond** contract, the Establishment Fee paid on entry is non-refundable, except if you leave during the Money Back Guarantee period.

If the contract is a **Now** contract, the Upfront Management Fee paid to the scheme operator on entry is non-refundable, except if your contract ends in the first 2 years, then you will receive a partial refund as follows:

Period from moving in to the contract end date:	Portion of Upfront Management Fee refunded:
Under the Money Back Guarantee, within 6 months of moving in*	100%
Equal to or less than 2 years (unless the Money Back Guarantee applies)	100% on the occupation date, reducing to 0% on a pro-rata daily basis over the 2 year period starting on the occupation date.
More than 2 years	No refund
* Please refer to part 17.1 of this document for details of the Money Back Guarantee	

### 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 ranges from 3 months to 6 months after the termination of the residence contract, depending on your contract option

Note from the scheme operator: Except if the Money Back Guarantee applies (see part 17.1 for details), the residence contract requires payment of the exit entitlement at the following times after vacant possession of the unit is provided:

Bond: 3 months

Now: 6 months

• Later: 6 months

- 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?	39 accommodation units (including 6 independent living units and 34 serviced apartments) were vacant as at the end of the last financial year.
	103 accommodation units (including 78 independent living units and 25 serviced apartments) were resold during the last financial year.
	6 months was the average length of time to sell an accommodation 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
2021/22	-\$9,097	\$30,041		-107.32%
2020/21	\$124,218	\$39,138		398.59%
2019/20	(\$41,602)	(\$85,080)		238.48%
Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available  \$30,041			\$30,041	
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available		\$276,691		
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available		\$2,423		
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund		N/A (amounts are paid each year as recommended by the		
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.		quantity s report)	surveyor's	

OR  $\square$  the village is not yet operating.

### Part 16 - Insurance

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- · communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

16.1 Is the resident responsible for	⊠ Yes □ No		
arranging any insurance cover?			
If yes, the resident is	If yes, the resident is responsible for these insurance policies:		
responsible for these insurance policies:	Contents insurance (for the resident's property in the unit)		
•	Public liability insurance (for incidents occurring in the resident's unit)		
	<ul> <li>Workers' compensation insurance (for the resident's employees or contractors)</li> </ul>		
	<ul> <li>Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul>		
Part 17 - Living in the vi	llage		
Trial or settling in period in	n the village		
17.1 Does the village	⊠ Yes □ No		
offer prospective residents a trial period			
or a settling in period			
in the village? If yes:	A settling-in period of <b>6 months</b> applies to new residents (referred to as		
provide details	a Money Back Guarantee). If the resident gives notice of termination of		
including length of period, relevant time	their residence contract and delivers vacant possession of the unit within 6 months of the occupation date, the exit entitlement will be paid within		
frames and any costs or	45 days of the resident giving vacant possession. The resident will not		
conditions	be required to pay an exit fee, or to pay service fees from the date vacant possession is given.		
	If the residence contract is:		
	a Bond contract, the Establishment Fee will be repaid; or		
	<ul> <li>a Now contract, 100% of the Upfront Management Fee will be repaid.</li> </ul>		
	All other departure conditions and costs apply.		
Pets			
17.2 Are residents allowed to keep pets? If yes, specify any	⊠ Yes □ No		
	Pets are welcome with the scheme operator's prior consent.		
restrictions or conditions			
on pet ownership			
Visitors			
17.3 Are there restrictions on visitors	⊠ Yes □ No		
staying with residents or visiting?			
_			

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	Visitors may stay with a resident for up to 4 weeks in a 12 month period.  Longer stays should be discussed with the village manager.
Village by-laws and villa	ge 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?	
ine vinage i	made by the scheme operator from time to time about units, the village facilities and behaviour in the village.
Resident input	
17.6 Does the village	⊠ Yes □ No
have a residents committee established under the <i>Retirement Villages Act</i> 1999?	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	⊠ No, village is not accredited
voluntarily accredited through an industry-based accreditation scheme?	☐ Yes, village is voluntarily accredited through: N/A
_	accreditation schemes are industry-based schemes. The <i>Retirement</i> of 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
	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
	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)
	ample request form containing all the necessary information you must include in your st 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.chde.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: <a href="mailto:regulatoryservices@hpw.qld.gov.au">regulatoryservices@hpw.qld.gov.au</a>/housing
Website: <a href="mailto:www.hpw.qld.gov.au/housing">www.hpw.qld.gov.au/housing</a>

### Queensland Retirement Village and Parks Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>
Website: <a href="mailto:www.caxton.org.au">www.caxton.org.au</a>

#### **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: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>
Website: <a href="mailto:https://caxton.org.au">https://caxton.org.au</a>

#### **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: <a href="mailto:enquiries@qcat.qld.gov.au">enquiries@qcat.qld.gov.au</a>
Website: <a href="mailto:www.qcat.qld.gov.au">www.qcat.qld.gov.au</a>

### **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 more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au