### 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: Lindsay Gardens 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/lindsay-gardens/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 6 September 2023 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: Lindsay Gardens Retirement Living					
	Street ad	dress: 35 Lindsa	y Road			
	Suburb:	Buderim	State:	QLD	Post Code:	4556
1.2 Owner of the land	Name of	land owner: Ave	o Retirem	ent Homes	Limited	
on which the retirement village	Australia	n Company Numb	per (ACN)	: 061 603 7	<b>'</b> 18	
scheme is located	Address:	Level 6, 50 Long	gland Stre	et		
	Suburb:	Newstead	State:	QLD	Post Code:	4006
1.3 Village operator	Name of	entity that operate	es the reti	irement villa	ge (scheme o	perator):
	Aveo Retirement Homes Limited					
	Australian Company Number (ACN): 061 603 718					
	Address: Level 6, 50 Longland Street					
	Suburb:	Newstead	State	: QLD	Post Cod	e: 4006
	Date enti	ty became operat	tor: Ma	ay 1994		
1.4 Village	Name of	village managem	ent entity	and contact	t details:	
management and onsite availability	Aveo Retirement Homes Limited					
	Australia	n Company Numb	per (ACN)	: 061 603 7	<b>7</b> 18	
	Phone:	13 28 36	Emai	l: sales@	aveo.com.au	
	An onsite	manager (or rep	resentativ	ve) is availat	ole to resident	s:
	⊠ Full tin	ne				

		☑ Other A personal care attendant is available at the village 24/7					
		Onsite availability includes:					
		Weekdays: 8:3	0 am – 4:30 pm				
		Weekends: No	availability				
р	.5 Approved closure lan or transition plan	Is there an approved transition plan for the village? □ Yes ⊠ No					
	or 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 appro⊓ ☐ Yes ⊠ No	ved closure plan fo	r the village?			
		special resolution Communities, Ho closing a retireme	plan approved by to at a residents mee using and Digital E ent village scheme. te the village, even	eting) or by the Der conomy is required This includes wind	partment of diff an operator is		
P	art 2 - Age limits						
а	.1 What age limits pply to residents in his village?	Residents must be at least 55 years old.					
A	CCOMMODATION, FA	CILITIES AND SE	RVICES				
P	art 3 - Accommodation	units: Nature of	ownership or tenu	ure			
	.1 Resident	☐ Freehold (owner resident)					
	wnership or tenure of ne units in the village						
is	<b>5</b> :	☐ Licence (non-owner resident)					
		☐ Share in company title entity (non-owner resident)					
		☐ Unit in unit trust (non-owner resident)					
		☐ Rental (non-owner resident)					
		☐ Other					
A	accommodation types						
а	.2 Number of units by ccommodation type nd tenure		its in the village, co story building/s wit		story units,		
	Accommodation Unit	Freehold	Leasehold	Licence	Other		
	Independent living units						
1	- Studio						

	- One bedroom			10		
	- Two bedroom			105		
	- Three bedroom			7		
	Serviced units					
	- Studio			52		
	- One bedroom					
	- Two bedroom					
	- Three bedroom					
	Other					
	Total number of units			174		
A	ccess and design					
3.3 What disability access and design features do the units and the village contain?		<ul> <li>∠ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in □ all ∠ some units</li> <li>∠ Alternatively, a ramp, elevator or lift allows entry into □ all ∠ some</li> </ul>				
		units  ⊠ Step-free (hobless) shower in □ all ⊠ some units				
		$\boxtimes$	Width of door	rways allow for wh	eelchair access in [	□ all ⊠ some
		$\boxtimes$		ssible in a wheeld	hair in □ all ⊠ som	e units
			<ul> <li>Other key features in the units or village that cater for people with disability or assist residents to age in place</li> </ul>			
			None		age in place	
_	ant A. Dankin o fan wasi	-l4				
۲	art 4 - Parking for resi	aent	s and visitors			
in	1 What car parking the village is	$\boxtimes$	Some units wunit	vith own garage or	carport attached or	adjacent to the
	vailable for esidents?	Some units with own garage or carport separate from the unit				
		$\boxtimes$	Some units w	vith own car park s	space adjacent to th	e unit
		$\boxtimes$	General car p	oarking for resider	its in the village	
		$\boxtimes$		g e.g. caravan or b cles. A few buggy	ooat:-Visitor, staff, er spaces.	mergency and
			Some units w	vith no car parking	for residents	
		No			Lindsay Gardens ha	as fewer carnorts
				<u>-</u>	on request and subj	•
		ava		•	ng include: No Resid No permanent park	
νi	2 Is parking in the llage available for sitors?		Yes □ No			

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Visitors are required to park in spaces that are designated for visitors.					
Part 5 - Planning and development					
Year village construction started:	1986				
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> Not applicable.					
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 plat 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.					
at the village					
<ul> <li>☐ Activities or games room</li> <li>☑ Arts and crafts room</li> <li>☑ Auditorium</li> <li>☑ BBQ area outdoors</li> <li>☐ Billiards room</li> <li>☐ Bowling green</li> <li>☐ Business centre (e.g. computers, printers, internet access)</li> <li>☐ Chapel / prayer room</li> </ul>	<ul> <li>☑ Medical consultation room</li> <li>☐ Restaurant</li> <li>☐ Shop</li> <li>☑ Swimming pool [indoor, heated]</li> <li>☑ Separate lounge in community centre</li> <li>☑ Spa [indoor, heated]</li> <li>☐ Storage area for boats / caravans</li> <li>☐ Tennis court</li> </ul>				
	Year village construction started:  Fully developed / completed Partially developed / completed Construction yet to commend Provide detail of any construction relating to the retirement village ladevelopment approval or develop the Planning Act 2016 Not applicable.  Is there an approved redevelopment approval or development approval. A redevelopment approval. A redevelopment approval. A redevelopment approval. A redevelopment approval or by the Department of Economy.  Note: see notice at end of documents at the village Activities or games room Arts and crafts room Auditorium BBQ area outdoors Billiards room Bowling green Business centre (e.g. computers, printers, internet access)				

	<ul> <li>☐ Communal laundries         (Serviced Apartments only)</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>✓ Village bus or transport</li> <li>☐ Workshop</li> <li>✓ Other: Designated area for activities/games/arts/crafts (no separate room/s), billiards table (not separate room)</li> </ul>				
	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 (eg with an aged care facility).  N/A					
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☐ Yes ⊠ No					
<b>Note</b> : 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 ne	w contract.					
Part 7 - Services						
7.1 What services are	'General Services' provided to all	residents are:				
provided to all village residents (funded from the General Services	Operating the retirement village for the benefit and enjoyment of residents.					
Charge fund paid by	Managing the community areas and facilities.					
residents)?	Managing security at the retirement village.					
	<ul> <li>Maintaining the security system, emergency help system and/or safety equipment (if any).</li> </ul>					
	<ul> <li>Maintaining fire-fighting and p</li> </ul>	protection equipment.				
	Maintaining and updating safety and emergency procedures for the retirement village.					
	<ul> <li>Cleaning, maintaining and refacilities.</li> </ul>	pairing the community areas and				
	Maintaining, repairing and repatrached to the units (except)	olacing units and items in, on or where this is a resident's				

responsibility).

services are not covered I	by th	e Retirement Villages Act 1999 (Qld).  own approved Home Care Provider and are not obliged to use
Home Support Program s	ubsi	eligible to receive a Home Care Package, or a Commonwealth dised by the Commonwealth Government if assessed as eligible by m (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care
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 <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number)  Yes, home care is provided in association with an Approved Provider: Aveo Home Care Services Pty Ltd ACN 604 625 185  No, the operator does not provide home care services, residents can arrange their own home care services
7.2 Are optional personal services provided or made available to residents on a user-pays basis?		Yes 🗵 No
	•	Weekly supply of laundered linen.
	•	Minimum two meals per day served in the dining area.
	are	: Weekly housekeeping.
		pport Services' (provided to residents of serviced apartments only)
	•	Any other general service funded via a general services charges budget for a financial year.
	•	Complying with the Retirement Villages Act 1999.
	•	Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.
	•	Paying operating costs in connection with the ownership and operation of the retirement village.
	•	Maintaining any licences required in relation to the retirement village.
	•	Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.
	•	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.
	•	Monitoring and eradicating pests (except where this is a resident's responsibility).

Part 8 - Security and emergency systems				
8.1 Does the village have a security system?	☐ Yes ⊠ No			
8.2 Does the village have an emergency help system?	⊠ Yes - all residents	☐ Optional ☐ No		
If yes or optional:  the emergency help system details are:	accommodation unit and in	em equipment is installed in each all common areas which allows residents to . An onsite representative will assess and ce with agreed protocols.		
<ul> <li>the emergency help system is monitored between:</li> </ul>	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:	cy First aid kit, adequate lighting of common areas, locks on doors, fire			
COCTO AND FINANCIAL	MANACEMENT			
COSTS AND FINANCIAL	- MANAGEMEN I			
Part 9 - Ingoing contribu	ution - entry costs to live ir	the village		
to secure a right to reside	in the retirement village. The	esident must pay under a residence contract e ingoing contribution is also referred to as ngoing charges such as rent or other		
9.1 What is the	Accommodation Unit	Range of ingoing contribution		
estimated ingoing	Independent living units			
contribution (sale price) range for all	- Studio			
types of units in the	- One bedroom	\$280,000 to \$350,000		
village	- Two bedrooms	\$420,000 to \$600,000		
	- Three bedrooms	\$550,000 to \$650,000		
	Serviced units			
	- Studio	\$160,000 to \$250,000		
	- One bedroom			
	- Two bedrooms			
	- Three bedrooms			
	Other: ILU: 1 bed + study	\$300,000 to \$450,000		
	Full range of ingoing contributions for all unit types	\$160,000 to \$650,000		

**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 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.

$\boxtimes$	Yes		No
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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?

□ Transfer or stamp duty (plus additional foreign acquirer duty if any) if the contract is a Now contract)

**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. Please contact the scheme operator if
    more information is required.
  - **Upfront Management Fee** (if the contract is a **Now** contract). This amount is not refundable except in the circumstances described in part 14.1.

### 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		
- One bedroom	\$136.92	\$31.21
- Two bedrooms	\$136.92	\$31.21
Serviced Units		
- Studio	\$336.87	\$31.21
Other – only applicable where more than one	\$83.95 per additional resident (if more than one resident	

	resident resi			esides in a Serviced				
	serviced apa All units pay			partment)		\$31.21		_
						• -		
	Last three ye (Independen			vices Charge and	Maintenand	ce Reserve F	und contribution	
Financial year General Se Charge (rai				Maintenance Reserve Fund contribution (range) (weekly)		Overall % change from previous year (+ or -)		
	2022/23	\$125.24		9.32%	\$30.20		14.48%	
	2021/22	\$120.45		-12.11%	\$26.38		-9.16%	
	2020/21	\$137.05		0.00%	\$29.03		19.02%	
	Last three ye (Serviced Ap		eral Ser	vices Charge and	Maintenand	ce Reserve F	und contribution	
Financial General Se Charge (ra (weekly)			Overall % change from previous year	Maintenar Reserve F contributi (weekly)		Overall % change from previous year (+ or -)		
	2022/23	\$315.45		1.78%	\$30.20		14.48%	
	2021/22	\$309.93		-2.76%	\$26.38		-9.13%	
	2020/21	\$318.73		0.00%	\$29.03 to \$29.03		19.02%	
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)    X		☐ Horonly) ☑ Ele ☑ Gas Note fi Electric	s rom the scheme op city charges are incl al Services Charge i nents, but not for Inc	<b>perator:</b> Juded in for Serviced	☐ Water ☐ Telep ☐ Intern ☐ Pay T ☐ Other	hone et V		
10.3 What other ongoing or occast costs for repair, maintenance and replacement of it in, on or attached the units are resiresponsible for a pay for while real		occasional pair, and of items ached to residents for and	<ul><li>☑ U</li><li>☑ N</li><li>Additio</li></ul>	nit fixtures nit fittings nit appliances one nal information:	for mainten	ance and rep	pairs. The scheme	
	pay for while	e residing	oporate	er is responsible for				

operator is responsible for replacements.

in the unit?

10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	⊠ Yes □ No				
If yes: provide details, including any charges for this service.	Full time onsite maintenance person available. Details available from village manager.				
Part 11 - Exit fees- wher	you leave the village				
	ay an exit fee to the operator when they leave their unit or when the right old. This is also referred to as a 'deferred management fee' (DMF).				
11.1 Do residents pay an exit fee when they permanently leave their unit?	<ul> <li>☐ Yes – all residents pay an exit fee calculated using the same formula</li> <li>☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> </ul>				
	□ No exit fee				
	Other     ■ Other				
	Further details of the exit fees are set out below.				
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 for the first year of residence, plus 10% for the second year, plus 10% for the third year, up to a maximum of 3 years (35%).				
	Daily basis				
	All exit fee components are calculated on a pro-rata daily basis for partial years of residence.				
	Note from the scheme operator: The exit fee is called the 'Deferred Management Fee' in the residence contract.				
11.2 What other exit	☐ Sale costs for the unit				
costs do residents need to pay or	☐ Legal costs				
contribute to?	☐ Other costs				
Part 12 - Reinstatement	and renovation of the unit				
12.1 Is the resident responsible for reinstatement of the	⊠ Yes □ No				

### unit when they leave the unit?

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.

**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 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?

 $\boxtimes$ 

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 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 way of set-off:

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

### 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

Back Guarantee

which may range 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?	4 accommodation units (includes 1 independent living units and 3 serviced apartments) were vacant as at the end of the last financial year.
	37 accommodation (includes 13 independent living units and 24 serviced apartments) units were resold during the last financial year.
	3 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	-\$66,932	\$0		-193.13%
2020/21	\$71,870	-\$11,459		150.30%
2019/20	-\$142,893	-\$83,329		-77.79%
Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available		\$0		
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available		\$19,073		
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available		\$2,939		
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 surveyor's report)		

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 arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	<ul> <li>Yes  No</li> <li>If yes, the resident is responsible for these insurance policies:</li> <li>Contents insurance (for the resident's property in the unit)</li> <li>Public liability insurance (for incidents occurring in the resident's unit)</li> <li>Workers' compensation insurance (for the resident's employees or contractors)</li> <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 offer prospective residents a trial period or a settling in period in the village? If yes: provide details including length of period, relevant time frames and any costs or conditions	A settling-in period of <b>6 months</b> applies to new residents (referred to as a Money Back Guarantee). If the resident gives notice of termination of their residence contract and delivers vacant possession of the unit within 6 months of the occupation date, the exit entitlement will be paid within 45 days of the resident giving vacant possession. The resident will not 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 • a Now contract, 100% of the Upfront Management Fee will be repaid.  All other departure conditions and costs apply.
Pets	
17.2 Are residents allowed to keep pets? If yes, specify any restrictions or conditions on pet ownership	
Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting?	⊠ Yes □ No

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	Visitors may stay with 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	ige 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	⊠ Yes □ No	
have other rules for the village?	If yes: As set out in the residence contract. Additional rules may also be 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     ■     No, village is not accredited     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	
	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	
$\boxtimes$	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	
	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: 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: <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: 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 more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au