## Retirement Villages

## Form 3

# QUEINSLAND

## Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Albany Creek Retirement Living



ABN: 86 804 771 740

## 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/albany-creek/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.qls.com.au or phone: 1300 367 757.

#### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at 30 January 2024 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: Albany Creek Retirement Living	
	Street address: 61 Explorer Drive	
	Suburb: Albany Creek State: QLD Post Code: 4035	
1.2 Owner of the land	Name of land owner: Aveo Healthcare Limited	
on which the retirement village scheme is located	Australian Company Number (ACN): 061 421 565	
scrienie 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 of		
	Aveo Healthcare Limited	
	Australian Company Number (ACN): 061 421 565	
	Address: Level 6, 50 Longland Street	
	Suburb: Newstead State: QLD Post Code: 4006	
	Date entity became operator: 1 July 2000	
1.4 Village	Name of village management entity and contact details:	
management and onsite availability	Aveo Healthcare Limited	
	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: Freedom Aged Care apartment residents have access to 24/7 emergency assistance via in home and personal alarms     </li> </ul>	

		Onsite availabil	ity includes:		
		Weekdays: 8	:00am – 4:00pm		
		Weekends: N	lo availability		
1.5 Approved closure plans or transition	Is there an appr □ Yes ⊠ No	roved transition plan	for the village?		
-	lan for the retirement illage	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 appr □ Yes ⊠ No	roved closure plan fo	or the village?	
		special resolution Communities, F closing a retiren	re plan approved by ton at a residents med dousing and Digital E ment village scheme rate the village, ever	eting) or by the De Economy is require This includes wind	partment of d if an operator is
P	art 2 - Age limits				
а	.1 What age limits pply to residents in nis village?	Residents must	be at least 55 years	old.	
A	CCOMMODATION, FA	CILITIES AND S	ERVICES		
P	art 3 - Accommodatior	units: Nature o	of ownership or ten	ure	
	.1 Resident	☐ Freehold (owner resident)			
	wnership or tenure of ne units in the village	☐ Lease (non-	-owner resident)		
İS	<b>:</b> :	☐ Licence (non-owner resident)			
		☐ Share in company title entity (non-owner resident)			
		☐ Unit in unit t	rust (non-owner resi	dent)	
		☐ Rental (non-	-owner resident)		
		☐ Other			
A	ccommodation types				
а	.2 Number of units by ccommodation type nd tenure	315 units in mu	units in the village, co Iti-storey building wit els for serviced apar	h 2 levels for indep	•
	Accommodation Unit	Freehold	Leasehold	Licence	Other
	Independent living units				
	- Studio		2		
	- One bedroom		54 (2 + 52 with study)		
	- Two bedroom		212		

- Three bedroom			36 (33 + 1 special + 2 customised)		
Serviced units					
- Studio			8		
- One bedroom			69 (62 + 7 ILAs)		
- Two bedroom			6		
- Three bedroom					
Other					
Total number of units			387		
Access and design					
3.3 What disability access and design features do the units		$oxed{\boxtimes}$ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in $oxed{\square}$ all $oxed{\boxtimes}$ some units			
and the village contain?		Alternatively, units	a ramp, elevator o	r lift allows entry in	to □ all ⊠ some
	$\boxtimes$	Step-free (ho	bless) shower in $\Box$	]all ⊠ some units	
	Width of doorways allow for wheelchair access in □ all ☒ some units				
	$\boxtimes$	Toilet is acce	ssible in a wheelch	nair in □ all ⊠ som	ne units
	Other key features in the units or village that cater for people with disability or assist residents to age in place:				
		None			
Part 4 - Parking for resid	dents	and visitors			
4.1 What car parking in the village is		Some units wunit	vith own garage or	carport attached o	r adjacent to the
available for residents?	$\boxtimes$	Some units w	vith own garage or	carport separate fr	om the unit
	⊠ Some units with own car park space adjacent to the unit				
	$\boxtimes$	☐ ☑ General car parking for residents in the village			
		units have no	g e.g. caravan or bo covered car parki orts and garages a	ng for residents. S	ome detached
4.2 Is parking in the village available for visitors? If yes, parking	⊠ \		ed to park in space	es that are designa	ited for visitors.
restrictions include:		· · <b></b>	,		

Part 5 - Planning and de	evelopment		
5.1 Is construction or	Year village construction started: 1994		
development of the village complete?			
vinago compicto:	☐ Partially developed / complet	ed	
	☐ Construction yet to commend	ce	
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.		, development or redevelopment and, including details of any related ment applications in accordance with	
5.3 Redevelopment plan under the Retirement Villages Act 1999	for certain types of redevelopment a development approval. A redevelopment the residents of the village (by a second	require a written redevelopment plan of the village and this is different to elopment plan must be approved by special resolution at a residents Communities, Housing and Digital tent regarding inspection of the	
Part 6 - Facilities onsite	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 and outdoor]</li> <li>☒ Business centre (e.g. computers, printers, internet access)</li> <li>☐ Chapel / prayer room</li> <li>☐ Communal laundries</li> </ul>	<ul> <li>☐ Medical consultation room</li> <li>☒ Restaurant</li> <li>☐ Shop</li> <li>☒ Swimming pool [indoor, heated and outdoor, not heated]</li> <li>☒ Separate lounge in community centre</li> <li>☐ Spa</li> <li>☐ Storage area for boats / caravans</li> <li>☒ Tennis court [full]</li> <li>☒ Village bus or transport</li> <li>☒ Workshop</li> </ul>	

	<ul> <li>☑ Dining room</li> <li>☑ Gardens</li> <li>☑ Gym</li> <li>☑ Hairdressing or beauty room</li> <li>☑ Library</li> </ul>	☑ Other: croquet lawn, on site pharmacy
,	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?	☐ Yes ⊠ No	

**Note**: Aged care facilities are not covered by the *Retirement Villages Act 1999* (Qld). The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997* (*Cwth*).

Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

## Part 7 - Services

7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Managing the community areas and facilities.
- Managing security at the retirement village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining fire-fighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning, maintaining and repairing the community areas and facilities.
- Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).
- Monitoring and eradicating pests (except where this is a resident's responsibility).
- Engaging staff and contractors necessary for the operation of the retirement village, which may include a community manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.

	<ul> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> </ul>
	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 <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.
	Complying with the Retirement Villages Act 1999.
	Provision of meals and heavy laundry (Freedom Aged Care serviced apartments only).
	Any other general service funded via a general services charges budget for a financial year.
	'Support Services' (provided to existing 'serviced apartment' residents only in accordance with their contracts) are:
	Weekly housekeeping.
	Minimum two meals per day.
	Weekly supply of laundered linen.
7.2 Are optional	⊠ Yes □ No
personal services provided or made available to residents	Refer to the list of available personal services in the Personal Services Agreement (Freedom Aged Care serviced apartments only).
on a user-pays basis?	Note from the scheme operator (Freedom Aged Care serviced apartments only): You will enter into a Personal Services Agreement and pay a regular care and lifestyle membership fee to access personal services. This fee payable under the Personal Service Agreement is currently \$66.00 per week per person. You will pay additional fees for any personal services you obtain on a 'user pay' basis, on the terms and conditions set out in the Personal Services Agreement.
7.3 Does the retirement village operator provide government funded	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)
home care services	Yes, home care is provided in association with an Approved
under the Aged Care Act 1997 (Cwth)?	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
Note: Some residents ma	ay be eligible to receive a Home Care Package, or a Commonwealth

**Note**: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999* (Qld).

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 - Security and em	nergency systems	
8.1 Does the village have a security system? If yes:	⊠ Yes □ No	
<ul> <li>the security system details are:</li> </ul>	Security guard onsite overnight 7 days per week. 365 days per year. 10.5 hours during summer and 11.5 hours during winter months. Costs are included in the General Services Charge.	
<ul> <li>the security system is monitored between:</li> </ul>	6:45pm to 5:15am, 7 days per week (October to March) 6:15pm to 5:45am, 7 days per week (April to September)	
8.2 Does the village have an emergency help system?		
<ul><li>If yes or optional:</li><li>the emergency help system details are:</li></ul>	All residents: Emergency response system equipment is installed in each accommodation unit and in all common areas which allows residents to activate an emergency call when required.	
	Independent Living Unit residents only: Emergency call system is monitored by an off-site call centre in accordance with agreed protocols. Each resident is issued with a personal pendant.	
<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:	Defibrillator, first aid kit, adequate lighting of common areas, locks on doors, fire protection equipment as required by law.	
COSTS AND FINANCIAL MANAGEMENT		
Part 9 - Ingoing contribution - entry costs to live in the village		
to secure a right to reside	the amount a prospective resident must pay under a residence contract 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	\$242,000 to \$250,000
- One bedroom	\$310,000 to \$350,000
- Two bedrooms	\$400,000 to \$550,000
- Three bedrooms	\$580,000 to \$850,000
Serviced units	
- Studio	\$125,000 to \$195,000

- One bedroom	\$195,000 to \$425,000
- Two bedrooms	\$450,000 to \$550,000
- Three bedrooms	
Other:	
Full range of ingoing contributions for all unit types	\$125,000 to \$850,000

**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**, **Freedom Now**, **Later** and **Freedom** 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** and **Freedom 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.

🛛 Yes 🗌	No
---------	----

There are 3 contract options available:

- Bond
- Now or Freedom Now
- Later or Freedom

The key differences between the 3 contract options are:

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 and Freedom Now	Not applicable – paid upfront	6 months
Later and Freedom	Deferred Management Fee (maximum 35% over 3 years)	6 months

**Note:** Not all contract options are available for serviced apartments.

Only the *Freedom Now* and *Freedom* contract options are available for the Freedom Aged Care apartments. The *Bond*, *Now* and *Later* are available for independent living units. Please contact the scheme operator if more information is required.

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

$\boxtimes$	Transfer or stamp duty (plus additional foreign acquirer duty if any) if
	the contract is a <i>Now</i> or <i>Freedom Now</i> contract)
	Note from the scheme operator: The scheme operator may elect
	to pay any stamp duty applicable under the Now or Freedom 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

- Establishment Fee (if the contract is a Bond contract). This
  amount is not refundable.
- Upfront Management Fee (if the contract is a Now or Freedom 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	\$83.30	\$18.39
- One bedroom	\$88.08 to \$92.03	\$20.40 to \$22.06
- Two bedrooms	\$98.49 to \$131.10	\$24.79 to \$38.54
- Three bedrooms	\$110.40 to \$147.72	\$29.81 to \$45.54
Serviced Units		
- Studio	\$230.83	\$29.32
- One bedroom	\$230.83	\$29.32

- Two bedrooms		\$2	\$230.83		\$29.32	
Other: - extra p - meals	erson charge	\$9	25.58 per week (ILL 91.25 per person pe SAs only)	• ,		
All units pay	a flat rate	-			-	
Last three ye (Independen			vices Charge and l	Maintena	nce Reserve I	Fund contribution
Financial year	General Se Charge (rai (weekly)		Overall % change from previous year	Mainter Reserve contribu (weekly)	Fund ution (range)	Overall % change from previous year (+ or -)
2022/23	\$83.30 to \$	147.72	-2.19%	\$15.85 t	o \$43.01	2.65%
2021/22	\$84.51 to \$	151.03	0.37%	\$14.74 t	o \$41.90	-0.07%
2020/21	\$84.20 to \$	150.70	6.47%	\$14.75 t	o \$41.90	21.10%
Last three ye (Serviced Ap			vices Charge and I	Maintena Mainter		Fund contribution  Overall %
year	Charge (rai		change from previous year	Reserve	Fund ution (range)	change from previous year
2022/23	\$230.83		-5.28%	27.02		2.74%
2021/22	\$243.71		-1.22%	\$26.30		0.00%
2020/21	\$246.71		0.41%	\$26.30		12.78%
Independent living units:   Water   Telephone   Water   Telephone   Water   Telephone   Water   Telephone   Water   Telephone   Water   Water   Telephone   Water   Water   Water   Telephone   Water   Wat						
10.3 What ot ongoing or o costs for repmaintenance replacement	occasional pair, e and	⊠ U ⊠ U	nit fixtures nit fittings nit appliances		」 Other	

in, on or attached to the units are residents	□ None		
responsible for and pay for while residing in the unit?	Additional information:		
	Residents are responsible for maintenance and repairs. The scheme operator is responsible for replacements.		
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	n 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> <li>☐ No exit fee</li> <li>☒ Other</li> </ul>		
If yes: list all exit fee	Bond		
options that may apply to new contracts	No exit fee applies.		
to new contracts	Now and Freedom Now		
	No exit fee applies.		
	Later and Freedom		
	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.		
	<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	no exit fee)		
Now and Freedom Nov	V		
Not applicable (there is	no exit fee)		
Later and Freedom			

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	
Note: 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 cappe residence.	ed) exit fee is 35% of the ingoing contribution after 3 years of	
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	
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	⊠ Yes □ No	
responsible for reinstatement of the 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?



## 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* or *Freedom* 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 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** or **Freedom Now** contract, the Upfront Management Fee paid to the scheme operator on entry is non-refundable, except 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 doc Back Guarantee	ument 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
  - 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 and Freedom Now: 6 months
- Later and Freedom: 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?

42 accommodation units (including 8 independent living units and 34 serviced apartments) were vacant as at the end of the last financial year.

49 accommodation units (including 43 independent living units and 6 serviced apartments) were resold during the last financial year.

The average length of time to sell an accommodation unit over the last three financial years was 6 months.

## 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	\$185,281	\$819,1566	226.26%
2020/21	\$56,789	\$633,875	-70.49%
2019/20	\$192,468	\$577,086	-9.20%

	Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$633,875	
	Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$684,373	
	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available	\$2,425	
	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		
Part 16 – Insurance			
The village operator must village, including for:	take out general insurance, to full replacement	nt value, for the retirement	
<ul> <li>communal facilities</li> </ul>	s; and		
the accommodation	n units, other than accommodation units owne	ed by residents.	
Residents contribute towa	ards the cost of this insurance as part of the G	eneral 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:	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 contractors)</li> </ul>	e resident's employees or	

Third-party insurance (for the resident's motor vehicles or mobility

## 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

devices)

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 or Freedom 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? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	
Village by-laws and villa	ge rules
17.4 Does the village have village by-laws?	<ul> <li>✓ Yes ☐ No</li> <li>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.</li> <li>Note: See notice at end of document regarding inspection of village by-laws</li> </ul>
17.5 Does the operator have other rules for the village?	
Resident input	
17.6 Does the village have a residents	⊠ Yes □ No

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> ot 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			
and a prospective residinspect or take a copy of	al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to if these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at ne request is given).		
•	ration for the retirement village scheme		
	r current title search for the retirement village land		
<ul><li>✓ Village site plan</li><li>✓ Plans showing the</li></ul>	location, floor plan or dimensions of accommodation units in the village		
•	or facilities under construction		
	anning approvals for any further development of the village elopment plan for the village under the <i>Retirement Villages Act</i>		
	tion plan for the village under the <i>Nethernerit villages Act</i>		
• •	re plan for the village		
	al statements and report presented to the previous annual meeting		
of the retirement vil	llage palance of the capital replacement fund, or maintenance reserve fund		
	charges fund (or income and expenditure for general services) at the		
end of the previous	three financial years of the retirement village		
	palance of any Body Corporate administrative fund or sinking fund at the		
•	three years of the retirement village acts that residents may have to enter into		
<ul><li>✓ Village dispute reso</li></ul>			
	·		
	Village insurance policies and certificates of currency		

A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of 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 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