

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 804 771 740

Name of village: Village Court Gardens Retirement Living



Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at <https://www.aveo.com.au/communities/toowoomba-taylor-st/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 7 March 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: Village Court Gardens Retirement Living Street address: 18 Village Court Suburb: Glenvale State: QLD Post Code: 4350
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Freedom Aged Care Toowoomba (Properties) Pty Ltd Australian Company Number (ACN): 601 200 837 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): Freedom Aged Care Toowoomba (Operations) Pty Ltd Australian Company Number (ACN): 601 201 263 Address: Level 6, 50 Longland Street Suburb: Newstead State: QLD Post Code: 4006 Date entity became operator: September 2014 Note from the scheme operator: <i>Freedom Aged Care Toowoomba (Properties) Pty Ltd has leased the village land to Freedom Aged Care Toowoomba (Operations) Pty Ltd ACN 601 201 263 (as scheme operator) by way of a 99 year lease commencing on 1 July 2008 (‘the Head Lease’).</i> <i>Under the Head Lease, the scheme operator may:</i> <ul style="list-style-type: none">• enter into all agreements with residents of the village;• incur all expenditure in refurbishing and operating the village; and• manage the village.

<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details:</p> <p>Freedom Aged Care Toowoomba (Operations) Pty Ltd</p> <p>Australian Company Number (ACN): 601 201 263</p> <p>Phone: 13 28 36 Email: sales@aveo.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p><input checked="" type="checkbox"/> Other 24/7 Emergency call Patient Care Assistant</p> <p>Onsite availability includes:</p> <p>Weekdays: 9:00am - 5:00pm</p> <p>Weekends: a staff representative is available.</p>
<p>1.5 Approved closure plans and transition plans for the retirement village</p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of 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.</i></p>
<p>1.6 Statutory Charge over retirement village land</p>	<p>Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.</p> <p>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p>.....</p>

Part 2 - Age limits

2.1 What age limits apply to residents in this village?

Residents must be at least 55 years old.

ACCOMMODATION, FACILITIES AND SERVICES

Part 3 - Accommodation units: Nature of ownership or tenure

3.1 Resident ownership or tenure of the units in the village is:

- Freehold (owner resident)
 Lease (non-owner resident)
 Licence (non-owner resident)
 Share in company title entity (non-owner resident)
 Unit in unit trust (non-owner resident)
 Rental (non-owner resident)
 Other

Note from the scheme operator: residents enter into a sublease with the scheme operator for a term expiring on 29 June 2107

Accommodation types

3.2 Number of units by accommodation type and tenure

There are 103 units in the village, comprising 102 single storey units and 1 two story unit

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Serviced units				
- Studio				
- One bedroom		95		
- Two bedroom		7		
- Three bedroom		1		
Other				
Total number of units		103		

Access and design

3.3 What disability access and design features do the units

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

<p>and the village contain?</p>	<p><input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Step-free (hobless) shower in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place</p> <p><input type="checkbox"/> None</p>
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Part 4 - Parking for residents and visitors

<p>4.1 What car parking in the village is available for residents?</p>	<p><input checked="" type="checkbox"/> Some units with own car park space separate from the unit (16 undercover spaces and 4 all-weather car parks)</p> <p><input checked="" type="checkbox"/> General car parking for residents in the village (7 spaces)</p> <p><input checked="" type="checkbox"/> Other parking e.g. caravan or boat: 2 x disabled, Freedom Bus, car and ute</p> <p><input checked="" type="checkbox"/> 83 units with no car parking for residents</p>
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<p>4.2 Is parking in the village available for visitors? If yes, parking restrictions include:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Visitors are required to park in spaces that are designated for visitors.</p>
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Part 5 - Planning and development

<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started: 2005</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
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<p>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.</p>	<p>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></p> <p>Not applicable.</p>
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<p>5.3 Redevelopment plan under the</p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p>
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Retirement Villages Act 1999	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.</i> Note: see notice at end of document regarding inspection of the development approval documents.
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Part 6 - Facilities onsite at the village

6.1 The following facilities are currently available to residents:	<input checked="" type="checkbox"/> Activities or games room <input checked="" type="checkbox"/> Arts and crafts room <input type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input type="checkbox"/> Billiards room <input type="checkbox"/> Bowling green <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input checked="" type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library (inside Theatre room)	<input type="checkbox"/> Medical consultation room <input type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input type="checkbox"/> Swimming pool <input checked="" type="checkbox"/> Separate lounge in community centre <input type="checkbox"/> Spa <input type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court <input checked="" type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other: Memory node room for 6 dementia residents (9.00am to 4.00pm, 7 days a week)
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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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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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.
- 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*.
- Provision of meals and heavy laundry.

	<ul style="list-style-type: none"> Any other general service funded via a general services charges budget for a financial year.
<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Refer to the list of available personal services in the Personal Services Agreement.</p> <p>Note from the scheme operator: 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.</p>
<p>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number)</p> <p><input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: Aveo Home Care Services Pty Ltd ACN 604 625 185</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
<p>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).</p> <p>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</p>	
<p>Part 8 - Security and emergency systems</p>	
<p>8.1 Does the village have a security system? If yes:</p> <ul style="list-style-type: none"> the security system details are: the security system is monitored between: 	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Gated community, intercom.</p> <p>The equipment operates 24 hours a day, 7 days per week. The systems are monitored on an ad hoc basis by an onsite representative.</p>
<p>8.2 Does the village have an emergency help system? If yes or optional:</p> <ul style="list-style-type: none"> the emergency help system details are: 	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Emergency response system equipment is installed in each accommodation unit and in all common areas which allow residents to activate an emergency call. An onsite representative will assess and deal with calls in accordance with agreed protocols.</p>

<ul style="list-style-type: none"> the emergency help system is monitored between: 	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:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 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

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	
	- One bedroom	
	- Two bedrooms	
	- Three bedrooms	
	Serviced units	
	- Studio	
	- One bedroom	\$242,000 to \$295,000
	- Two bedrooms	\$380,000 to \$380,000
	- Three bedrooms	\$420,000 to \$420,000
	Other: 2 bed + study	
	Full range of ingoing contributions for all unit types	\$242,000 to \$420,000
	<p>Note from the scheme operator: The ingoing contribution is the 'Entry Payment' in the residence contract. For the Freedom Now contract, the resident must pay an Upfront Management Fee of 20% of the Entry Payment.</p>	

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No There are 2 contract options available: <ul style="list-style-type: none"> Freedom Now Freedom
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charges under a residence contract?	<p>The key differences between the 2 contract options are (other differences apply as well, please contact Aveo for details):</p> <table border="1" data-bbox="472 241 1484 470"> <thead> <tr> <th data-bbox="472 241 798 297">Contract option</th> <th data-bbox="798 241 1484 297">Exit Fee (refer Part 11)</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 297 798 365"><i>Freedom Now</i></td> <td data-bbox="798 297 1484 365">Not applicable – paid upfront</td> </tr> <tr> <td data-bbox="472 365 798 470"><i>Freedom</i></td> <td data-bbox="798 365 1484 470">Deferred Management Fee (maximum 35% over 3 years)</td> </tr> </tbody> </table>	Contract option	Exit Fee (refer Part 11)	<i>Freedom Now</i>	Not applicable – paid upfront	<i>Freedom</i>	Deferred Management Fee (maximum 35% over 3 years)
Contract option	Exit Fee (refer Part 11)						
<i>Freedom Now</i>	Not applicable – paid upfront						
<i>Freedom</i>	Deferred Management Fee (maximum 35% over 3 years)						
9.3 What other entry costs do residents need to pay?	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Transfer or stamp duty (plus additional foreign acquirer duty if any) if the contract is a <i>Freedom Now</i> contract) Note from the scheme operator: <i>The scheme operator may elect to pay any stamp duty applicable under the 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.</i> <input type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract eg Personal Services Agreement <input type="checkbox"/> Advance payment of General Services Charge <input checked="" type="checkbox"/> Other costs: <ul style="list-style-type: none"> • Upfront Management Fee (if the contract is a <i>Freedom Now</i> contract). This amount is not refundable except in the circumstances described in part 14.1. <p>Please contact the scheme operator if more information is required.</p>						

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)
Serviced Units		

- One bedroom	\$242.48	\$22.36
- Two bedrooms	\$242.48	\$22.36
- Three bedrooms	\$242.48	\$22.36
Other – Meals charge	\$110.08 per person	
All units pay a flat rate	\$242.48	\$22.36

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

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	\$254.45	3.67%	\$20.82	5.58%
2021/22	\$245.44	-1.04%	\$19.72	0.00%
2020/21	\$248.01	2.95%	\$19.72	11.98%
2019/20	\$240.90	2.75%	\$17.61	1.48%

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input type="checkbox"/> Electricity <input type="checkbox"/> Gas	<input type="checkbox"/> Water <input type="checkbox"/> Telephone <input type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other
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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?	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None Additional information: Residents are responsible for maintenance and repairs. The scheme operator is responsible for replacements.
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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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Full time onsite maintenance person available. Details available from community manager.
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Part 11 - Exit fees- when you leave the village

A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).

11.1 Do residents pay an exit fee when they permanently leave their unit?

If yes: list all exit fee options that may apply to new contracts

- Yes – all residents pay an exit fee calculated using the same formula
- Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract
- No exit fee
- Other

Freedom Now

No exit fee applies.

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%).

Freedom Now	
Not applicable (there is no exit fee)	
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
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 35% of the ingoing contribution after 3 years of residence.</p> <p>The minimum exit fee is 15% of your ingoing contribution x 1/365.</p> <p>Note from the scheme operator: The minimum exit fee is for 1 day of residence.</p> <p>Note from the scheme operator: The exit fee is called the 'Deferred Management Fee' in the residence contract.</p>	

<p>11.2 What other exit costs do residents need to pay or contribute to?</p>	<p><input type="checkbox"/> Sale costs for the unit</p> <p><input type="checkbox"/> Legal costs</p> <p><input type="checkbox"/> Other costs</p>
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Part 12 - Reinstatement and renovation of the unit

<p>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • <i>fair wear and tear; and</i> • <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i> <p><i>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.</i></p> <p>Note from the scheme operator: <i>Residents are only responsible for damage they cause to the accommodation unit. The scheme operator will pay all other costs associated with reinstatement work.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>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.</p>
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Part 13 - Capital gain or losses

<p>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?</p>	<p><input checked="" type="checkbox"/> No</p>
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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 **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 **Freedom 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*

<p>14.2 When is the exit entitlement payable?</p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ➤ which is 6 months after the termination of the residence contract <p>Note from the scheme operator: <i>Except if the Money Back Guarantee applies (see part 17.1 for details), the residence contract requires payment of the exit entitlement 6 months after vacant possession of the unit is provided.</i></p> <ul style="list-style-type: none"> • 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). <p>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.</p>
<p>14.3 What is the turnover of units for sale in the village?</p>	<p>40 accommodation units were vacant as at the end of the last financial year</p> <p>8 accommodation units were resold during the last financial year</p> <p>21 months was the average length of time to sell a unit over the last three financial years</p>

Part 15 - Financial management of the village

<p>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</p>	<p>General Services Charges Fund for the last 3 years</p>			
	<p>Financial Year</p>	<p>Deficit/Surplus</p>	<p>Balance</p>	<p>Change from previous year</p>
	<p>2021/2022</p>	<p>\$137,991</p>	<p>\$213,645</p>	<p>82.40%</p>
	<p>2020/2021</p>	<p>\$73,391</p>	<p>\$75,654</p>	<p>3143.08%</p>
	<p>2019/2020</p>	<p>\$2,263</p>	<p>\$0</p>	<p>103.37%</p>
	<p>Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available</p>		<p>\$213,645</p>	
	<p>Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available</p>		<p>\$90,341</p>	
<p>Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available</p> <p>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</p>		<p>\$2,040</p> <p>N/A (amounts are paid each year as recommended by the</p>		

	<p>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.</p>	<p>quantity surveyor's report)</p>
<p>OR <input type="checkbox"/> the village is not yet operating.</p>		

Part 16 – Insurance

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

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

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

<p>16.1 Is the resident responsible for arranging any insurance cover?</p> <p>If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies:</p> <ul style="list-style-type: none"> • Contents insurance (for the resident's property in the unit) • Public liability insurance (for incidents occurring in the resident's unit) • Workers' compensation insurance (for the resident's employees or contractors) • Third-party insurance (for the resident's motor vehicles or mobility devices)
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Part 17 - Living in the village

Trial or settling in period in the village

<p>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</p> <p>If yes: provide details including length of period, relevant time frames and any costs or conditions</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>A settling-in period of 6 months 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.</p> <p>If the residence contract is a Freedom Now contract, 100% of the Upfront Management Fee will be repaid.</p>
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	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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Pets are welcome with the scheme operator's prior consent.
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)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Visitors may stay with a resident for up to 4 weeks in a 12 month period. Longer stays should be discussed with the community manager.
Village by-laws and village rules	
17.4 Does the village have village by-laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i> <i>Note: See notice at end of document regarding inspection of village by-laws</i>
17.5 Does the operator have other rules for the village?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: 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 have a residents committee established under the Retirement Villages Act 1999?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i> <i>You may like to ask the community manager about an opportunity to talk with members of the resident committee about living in this village.</i>

Part 18 - Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?

- No, village is not accredited
 Yes, village is voluntarily accredited through: N/A

Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

Part 19 - Waiting list

19.1 Does the village maintain a waiting list for entry?

- Yes No

Access to documents

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

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 2371 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.chde.qld.gov.au

General Information

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages

For more information on retirement villages and other seniors living options:

www.qld.gov.au/seniorsliving

Regulatory Services, Department of 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.chde.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: https://caxton.org.au/sails_slss

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