Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019

St Luke's Green
WOOLLOONGABBA

Name of village: St Luke's Green Retirement Village

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 www.stlukesgreen.com.au or at www.greengate.com.au
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

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

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

- 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 1 February 2019 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: St Luke's Green Retirement Village Street Address: 43 Taylor Street Suburb: Woolloongabba State: Queensland Post Code: 4102
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane ABN 49 991 006 857 Australian Company Number (ACN): N/A Address: Level 2, Cathedral House, 229 Elizabeth Street Suburb: Brisbane State: Queensland Post Code: 4000
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): St Luke's Green Retirement Village Pty Ltd Australian Company Number (ACN): 160 154 192 Address: Level 1, 156 Gloucester Street Suburb: Sydney State: New South Wales Post Code: 2000

	Date entity became operator: 25/03/2015
1.4 Village management and onsite availability	Name of village management entity and contact details: St Luke's Green Retirement Village Pty Ltd Australian Company Number (ACN): 160 154 192 Phone: (07) 3129 9000 Email: stlukesgreen@greengate.com.au An onsite manager (or representative) is available to residents: ☐ Full time ☒ Part time ☐ By appointment only ☐ None available ☐ Other: Onsite availability includes: Weekdays: Normal business hours and outside of these hours, on an 'as required' basis Weekends: As required
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	Single occupants must be at least 65. For multiple occupants, both must be at least 65.

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 – Sublease (non-owner resident)

Accommodation types

3.2 Number of units by accommodation type and tenure	There are 61 units in the village**,** comprising 0 single storey units; 61 units in (3) multi-storey buildings, each building with 4 levels (ground level plus 3 storeys)

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio	-	-	-	-
- One bedroom		16	-	-
- Two bedrooms	-	41	-	-
- Three bedrooms	-	4	-	-
Serviced units	-	-	-	-
- Studio	-	-	-	-
- One bedroom	-	-	-	-
- Two bedrooms	-	-	-	-
- Three bedrooms	-	-	-	-
Other:	-	-	-	-
Total number of units	-	61	-	-

Access and design

3.3 What disability access and design features do the units and the village contain?	☐ 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 ☒ Alternatively, a ramp, elevator or lift allows entry into ☒ all ☐ some units ***Note from the scheme operator****: Level access from the street into the ground floor of the building is available. Lift access is then available to all Units.* ☒ Step-free (hobless) shower in ☒ all ☐ some units ☒ Width of doorways allow for wheelchair access in ☒ all ☐ some units ☒ Toilet is accessible in a wheelchair in ☒ all ☐ some units ☒ Other key features in the units or village that cater for people with disability or assist residents to age in place: All units have been designed to adopt the core principles of the Livable Housing Design Guidelines including: • step free design throughout including access to balconies and outdoor areas; • level entrance way to apartments; • internal apartment layouts allowing unimpeded movement throughout; • fully adaptable bathrooms • hobless shower recess • reinforced walls to receive grab rails • kitchen design to minimised bending and reaching eg dishdrawers • large format switches

	• wifi ready with high speed internet connection • energy saving lighting • water saving plumbing fixtures ☐ None
Part 4 – Parking for residents and visitors	
4.1 What car parking in the village is available for residents?	☐ All/some units with own garage or carport attached or adjacent to the unit ☐ All/some units with own garage or carport separate from the unit ☐ All/some units with own car park space adjacent to the unit ☒ All units with own car park space separate from the unit ☒ General car parking for residents in the village ☐ Other parking e.g. caravan or boat: ☐ All/some units with no car parking for residents ☐ No car parking for residents in the village Restrictions on resident's car parking include: The car park space is for use by the resident personally and the resident must not permit visitors or others to park in the car park space. The car park space must not be used for any purpose other than parking one registered motor vehicle of the type usually used for domestic purposes. A swipe card is required to access the carpark.
4.2 Is parking in the village available for visitors? If yes, parking restrictions include:	☒ Yes ☐ No Only visitors are permitted to park in visitor car park spaces.
Part 5 – Planning and development	
5.1 Is construction or development of the village complete?	Year village construction started: 2015 ☒ Fully developed / completed ☐ Partially developed / completed ☐ Construction yet to commence
5.2 Is there development approval or a development application pending for further development or redevelopment of the village?	Development approval granted ☐ Yes ☒ No Development application pending ☐ Yes ☒ No Note: see notice at end of document regarding inspection of the development approval documents.

Part 6 – Facilities onsite at the village		
6.1 The following facilities are currently available to residents:	☒ Activities or games room ☐ Arts and crafts room ☒ Auditorium ☒ BBQ area outdoors ☐ Billiards room ☐ Bowling green [indoor/outdoor] ☐ Business centre (e.g. computers, printers, internet access) ☒ Chapel / prayer room ☐ Communal laundries ☒ Community room or centre ☒ Dining room ☒ Gardens ☐ Gym ☒ Hairdressing or beauty room ☒ Library	☐ Medical consultation room ☐ Restaurant ☐ Shop ☐ Swimming pool [outdoor] [indoor] [not heated] [heated] ☒ Separate lounge in community centre ☐ Spa [indoor / outdoor] [heated / not heated ☐ Storage area for boats / caravans ☐ Tennis court [full/half] ☐ Village bus or transport ☐ Workshop ☒ Other: • elevator (from carpark) • entry terrace • self-service café • alfresco outdoor dining area • exercise room

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 (e.g. with an aged care facility).

Facilities on the village land shared with others

- Gardens, the café, meeting room, toilets, foyer and lift of the village land will be shared with the employees, agents, contractors, visitors or occupiers of the adjoining residential aged care facility (**RACF**). Restrictions on access and use by residents of the village and the employees, agents, contractors, visitors and occupiers of the RACF are set out in the building management statement which is available from the operator on request.
- Certain facilities on the village land are shared with the registered owner of the village land and its employees, contractors and parishioners of St Luke's Church for various purposes including car parking, use of toilet facilities and pedestrian access. Restrictions on access and use of those facilities are set out in the licence deed dated 3 March 2015 between the registered owner of the village land and the operator.

Facilities on the RACF land shared with residents

The following facilities located on the RACF land are available for the use and enjoyment of the operator and residents:

- Hairdressing salon (visiting hairdresser, user-pays basis);
- Rehabilitation room;

- Toilets and seating area;
- Lift access from basement;
- Gardens on the RACF land;
- Visitor car parks in RACF land basement (on a first come, first served basis); and
- Associated lobbies

Restrictions on access and use by the RACF are set out in the building management statement which is available from the operator on request.

Management Facilities

Residents do not have access to or use of management facilities, being those parts of the village that the operator reserves for the operator's use in operating, managing and administering the village (e.g. administration office/s) or set aside as an area for future development of units.

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☒ Yes ☐ No Name of residential aged care facility and name of the approved provider: St Luke's Green Aged Care – approved provider is Greengate Care Pty Ltd

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 paid by residents)?	'General Services' provided to all residents are: • Operating the retirement village for the benefit and enjoyment of residents. • Gardening and landscaping. • Providing, operating and 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. • Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.

	• Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village. • Maintaining any licences required in relation to the retirement village. • Paying operating costs in connection with the operation of the retirement village. • Maintaining insurances relating to the retirement village that are required by the *Retirement Villages Act 1999* or contemplated by a residence contract or that the scheme operator otherwise deems appropriate. • Complying with the *Retirement Villages Act 1999*. • Any other general service funded via a general services charges budget for a financial year.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☒ Yes ☐ No Meals, laundry, cleaning, general maintenance and other services can be provided on request on a user pays basis. Current charges for these services are available from the scheme operator on request.
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 *Aged Care Act 1997* (Registered Accredited Care Supplier – RACS ID number) ☐ Yes, home care is provided in association with an Approved Provider: ☒ No, the operator does not provide home care services, residents can arrange their own home care services
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 emergency systems	
8.1 Does the village have a security system? If yes: • the security system details are: • the security system is monitored between:	☒ Yes ☐ No CCTV and access controls 24 hours per day, 7 days per week
8.2 Does the village have an emergency help system? If yes or optional: • the emergency help system details are: • the emergency help system is monitored between:	☐ Yes - all residents ☒ Optional ☐ No The emergency help system operates through the resident's landline telephone. The resident will need to arrange, at the resident's cost, to have an operative landline telephone connected to the Unit with the handset provided by the operator. To enable the emergency help system once the landline telephone is connected, the resident must sign a registration form. 24 hours per 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	☐ Yes ☒ No

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	$400,000 to $485,000
- Two bedrooms	$495,000 to $740,000
- Three bedrooms	$800,000 to $960,000
Serviced units	
- Studio	
- One bedroom	
- Two bedrooms	
- Three bedrooms	
Other:	
Full range of ingoing contributions for all unit types	$400,000 to $960,000

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 2 contract options available:

- Standard
- Alternate

The key differences between the 2 contract options are the way capital gain and capital loss (if any) are shared, and the exit fee that is payable, as follows:

Contract option	Capital gain and loss shares (refer 13.1)	Exit fee (refer Part 11)
Standard	Capital gain: Resident: 50% Scheme operator: 50% Capital loss: Resident: 100% Scheme operator: 0%	5% of the ingoing contribution per year, on a pro-rata daily basis, up to a maximum of 7 years (35%)
Alternate	Capital gain: Resident: 0% Scheme operator: 100% Capital loss:	7% of the Original Standard Ingoing Contribution per year, on a pro-rata daily basis, up to a maximum of 5 years (35%)

		Resident 0% Scheme operator: 100%	

9.3 What other entry costs do residents need to pay?	☐ Transfer or stamp duty ☒ Costs related to your residence contract ***Note from scheme operator***: *The resident must pay:* • *the operator's legal costs and expenses relating to the resident's entry into the Village, including for the execution, stamping (if required) and registration of the residence contract;* • *the operator's costs of obtaining the consent of the operator's mortgagee to the residence contract;* • *survey plan costs and registration fees in respect of the residence contract; and* • *the costs the resident incurs in connection with entering into and complying with the lease.* ☐ Costs related to any other contract e.g. …… ☒ Advance payment of General Services Charge ***Note from scheme operator***: *The General Services Charge is paid by instalments monthly in advance.* ☐ Other costs:

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 Charge 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	-	-

- One bedroom	$113.40 to $127.11	-
- Two bedrooms	$135.73 to $174.19	-
- Three bedrooms	$195.41	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other:	-	-
All units pay a flat rate	-	$25.63

Note from the scheme operator: *The General Services Charge amounts above include the Maintenance Reserve Fund Contribution in the right hand column.*

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 -)*
2017/18	$118.38 to $204	N/A	$33.92	N/A
2016/17	N/A	N/A	N/A	N/A
2015/16	N/A	N/A	N/A	N/A

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	☒ Contents insurance ☐ Home insurance (freehold units only) ☒ Electricity ☐ Gas	☐ Water ☒ Telephone ☒ Internet ☒ Pay TV ☒ Other: • connection, supply and payment for any other services that are separately metered, assessed, charged or imposed on or in respect of the Unit or the Use of the Unit.
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?	☐ Unit fixtures ☐ Unit fittings ☐ Unit appliances ☒ None Additional information: The operator is responsible for repair, maintenance and replacement of the Unit, including anything that forms part of the Unit, <u>except</u> to the extent that work is required because the resident has subjected the Unit to accelerated wear, deliberately or recklessly damaged the Unit or has used the furnishings, appliances, equipment, fixtures or fittings in a way that is	

	contrary to operation manuals. In that case, the resident must pay the cost of repair, maintenance and replacement to the operator.
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	☒ Yes ☐ No The operator provides maintenance services as part of the general services. The cost is included in the General Services Charge, subject to the exceptions noted in item 10.3 above.

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 **Standard** 5% of the ingoing contribution per year of residence, up to a maximum of 7 years (35%). **Alternate** 7% of the Original Standard Ingoing Contribution per year of residence, up to a maximum of 5 years (35%). ***Note from the scheme operator:*** *The 'Original Standard Ingoing Contribution' is the list price of the right to reside in the Unit, which may be the same or different to the ingoing contribution.* **Daily basis** The exit fee is calculated on a pro-rata daily basis for partial years of residence.

Standard	
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	5% of your ingoing contribution
2 years	10% of your ingoing contribution
3 years	15% of your ingoing contribution

4 years	20% of your ingoing contribution
5 years	25% of your ingoing contribution
6 years	30% of your ingoing contribution
7 years	35% of your ingoing contribution
10 years	35% of your ingoing contribution

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 35% of the ingoing contribution after 7 years of residence.

The minimum exit fee is: 5% of your ingoing contribution x 1/365.

Note from the scheme operator: *The minimum exit fee is for 1 day of residence.*

Alternate

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the Original Standard Ingoing Contribution, which is the list price of the right to reside in the Unit
1 year	7% of the Original Standard Ingoing Contribution
2 years	14% of the Original Standard Ingoing Contribution
3 years	21% of the Original Standard Ingoing Contribution
4 years	28% of the Original Standard Ingoing Contribution
5 years	35% of the Original Standard Ingoing Contribution
10 years	35% of the Original Standard Ingoing Contribution

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is: 35% of the Original Standard Ingoing Contribution after 5 years of residence.

The minimum exit fee is: 7% of the Original Standard 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 costs do residents need to	☒ Sale costs for the unit ☒ Legal costs

pay or contribute to?	☒ Other costs: • The resident is responsible for the costs and expenses the operator incurs with respect to termination of the residence contract, including costs of preparing, stamping and registering a surrender of the residence contract and stamp duty and Land Titles Office registration fees. • The resident is responsible for GST (including on the exit fee), if any.
Part 12 – Reinstatement and renovation of the unit	
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	☒ Yes ☐ No *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.* 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?	☐ Yes, all residents pay …… % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit) ☒ Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays 50% of any renovation costs ***Note from the scheme operator:*** *Residents who sign a 'Standard Contract' obtain 50% of any capital gain and therefore pay 50% of any renovation costs. Residents who sign an 'Alternate Contract' do not receive a share of any capital gain and therefore are not required to pay any renovation costs.* ☐ 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?	☐ Yes, the resident's share of the **capital gain** is …… % the resident's share of the **capital loss** is …… % is based on a formula …… ☒ Optional - residents can elect to share in a capital **gain** or **loss** option the resident's share of the **capital gain** is 50 % the resident's share of the **capital loss** is 100 % ***Note from the scheme operator:*** *Residents can elect to share in capital gain and capital loss by signing a 'Standard Contract'.* ☐ No

Part 14 – Exit entitlement

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. For a 'Standard Contract', the resident will also receive 50% of any capital gain, and pay 100% of any capital loss, as set out in 13.1.
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 ➢ no date is stated in the residence contract • 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator • 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT). In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.
14.3 What is the turnover of units for sale in the village?	14 accommodation units were vacant as at the end of the last financial year 0 accommodation units were resold during the last financial year N/A was the average length of time to sell a unit over the last three financial years

Part 15– Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the *Retirement Villages Act 1999?*

General Services Charges for the last 3 years		
Financial Year	Deficit/Surplus	Change from previous year
2017/18	$14,400	0%
2016/17	N/A	N/A
2015/16	N/A	N/A
Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available		$58,200
Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available		$21,900 ***Note from the scheme operator***: *This amount is for the last quarter, as the village has not been constructed and operational for 1 full financial year.*
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund 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.		*N/A (amounts are paid each year as recommended by the quantity surveyor's report)*

OR

☐ 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:

☒ Yes ☐ No

If yes, the resident is 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)

	• Workers' compensation insurance (for the resident's employees or contractors) • Third-party insurance (for the resident's motor vehicles or mobility devices)
Part 17 – Living in the village	
Trial or settling in period in the village	
17.1 Does the village offer prospective residents a trial period or a settling in period in the village? If yes: provide details including, length of period, relevant time frames and any costs or conditions	☐ Yes ☒ No
Pets	
17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	☒ Yes ☐ No Pets are welcome, if the operator's prior consent is obtained.
Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	☒ Yes ☐ No Visitors may stay with a resident for up to 1 month (in total) in any 12 month period. The village manager must be notified within 24-hours of the visitor commencing their stay.
Village by-laws and village rules	
17.4 Does the village have village by-laws?	☒ Yes ☐ No *By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.* *Note: See notice at end of document regarding inspection of village by-laws*
17.5 Does the operator have other rules for the village.	☒ Yes ☐ No If yes: Rules may be made available on request.
Resident input	

17.6 Does the village have a residents committee established under the *Retirement Villages Act 1999*?	☒ Yes ☐ No *By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.* *You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.*

Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	☒ No, village is not accredited ☐ Yes, village is voluntarily accredited through:

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 No fee is payable to be put on the waiting list.

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
☒ 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 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 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 Housing and Public Works website.

Further Information

If you would like more information, contact the Department of Housing and Public Works 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: 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 Housing and Public Works

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.
Department of Housing and Public Works
GPO Box 690, Brisbane, QLD 4001
Phone: 07 3008 3450
Email: regulatoryservices@hpw.qld.gov.au
Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.
Caxton Legal Centre Inc.
1 Manning Street, South Brisbane, QLD 4101
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.org.au

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension
Phone: 132 300
Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-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

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 as more cost effective to adapt when life's circumstances change.
Website: www.livablehousingaustralia.org.au/