

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019



Name of village: Kewarra 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 <http://kewarraretirementvillage.com.au/home.html>
- 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 ongoing 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 August 2022 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

<p>1.1 Retirement village location</p>	<p>Retirement Village Name: Kewarra Retirement Village</p> <p>Street Address: 80 Kewarra Street</p> <p>Suburb: Kewarra Beach State: Queensland Post Code: 4879</p>
<p>1.2 Owner of the land on which the retirement village scheme is located</p>	<p>Name of land owner: Kewarra Lifestyles Pty Ltd</p> <p>Australian Company Number (ACN): 609 903 844</p> <p>Street Address: 80 Kewarra Street</p> <p>Suburb: Kewarra Beach State: Queensland Post Code: 4879</p>
<p>1.3 Village operator</p>	<p>Name of entity that operates the retirement village:</p> <p>Kewarra Lifestyles Pty Ltd</p> <p>Australian Company Number (ACN): 609 903 844</p> <p>Address: 80 Kewarra Street</p> <p>Suburb: Kewarra Beach State: Queensland Post Code: 4879</p> <p>Date entity became operator: 21 August 2017</p>
<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details</p> <p>Kewarra Lifestyles Pty Ltd</p> <p>Paul Robjent, Sales</p> <p>Phone: 07 4058 4000</p>

	<p>Email: maintenance@kewarra.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input type="checkbox"/> Full time <input type="checkbox"/> Part time <input checked="" type="checkbox"/> By appointment only <input type="checkbox"/> None available <input type="checkbox"/> Other:</p> <p>Onsite availability includes: By appointment</p>
<p>1.5 Approved closure plan or transition plan for the retirement village</p>	<p>Is there an approved transition plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Housing and Public Works 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? <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 Housing and Public Works 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><i>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.</i></p> <p><i>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. It 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.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p>A Statutory Charge is registered over the land, dealing number 712744552.</p>
<p>Part 2 – Age limits</p>	
<p>2.1 What age limits apply to residents in this village?</p>	<p>Occupants must be at least 60.</p>

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

Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 14 units in the village, comprising 14 single storey units; 0 units in multi-storey building with n/a levels.			
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio			3	
- One bedroom			4	
- One bedroom (plus study)			2	
- Two bedrooms			5	
- Three bedrooms				
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units			14	

Access and design	
3.3 What disability access and design features do the units and the village contain?	<input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place: <input type="checkbox"/> None

Part 4 – Parking for residents and visitors	
4.1 What car parking in the village is available for residents?	<input checked="" type="checkbox"/> Some units with own garage or carport attached or adjacent to the unit <input checked="" type="checkbox"/> General car parking for residents in the village <input type="checkbox"/> Other parking e.g. caravan or boat: Restrictions on resident's car parking include: Car parks must be used in accordance with village rules. Cars that are parked must be registered and in use.

<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>Visitor Parking spots are available for the use only by visitors, tradespeople, visiting doctors, emergency vehicles or other people just visiting the village. They are not to be used by residents, guests staying overnight (or longer) or staff.</p>
<p>Part 5 – Planning and development</p>	
<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started: 1983</p> <p><input type="checkbox"/> Fully developed / completed</p> <p><input checked="" type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
<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>Development approval granted</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Note from Operator: It is intended that the development approval will be for 45 units, with development commencing in late 2023 / early 2024. The future development is intended to occur in stages. The speed of the stages will depend on resident demand and economic conditions.</p> <p>As at the date of this document, the land is not subject to any registered easements. However, it is proposed that, in the future, the Retirement Village land will be subdivided from the Kewarra Beach Resort land generally in accordance with the Kewarra Retirement Village Proposed Site Plan dated 10/02/2021. At that time easements will be granted over and for the benefit of the Kewarra Retirement Village, including access to the Kewarra Retirement Village over the Kewarra Beach Resort, to provide access over the Kewarra Retirement Village between the Kewarra Aged Care Residence (and adjoining Lot 300 on SP 274755) and Kewarra Beach Resort, provide access over Kewarra Retirement Village to the Kewarra Beach Resort and the proposed lots 2 and 3 and access to the Kewarra Beach Resort swimming pool in favour of both Kewarra Retirement Village and Kewarra Beach Resort. Although none of the proposed easements have been registered as at the date of this document, the swimming pool is currently utilised by the Kewarra Retirement Village and the Kewarra Beach Resort.</p> <p>A Decision Notice approving the development (subject to conditions)</p>

was issued by Cairns Regional Council on 18 August 2021.

Note: see notice at end of document regarding inspection of the development approval documents.

5.3 Redevelopment plan under the Retirement Villages Act 1999

Is there an approved redevelopment plan for the village under the *Retirement Villages Act*?

Yes No

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 Housing and Public Works.

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:

<input type="checkbox"/> Activities or games room <input type="checkbox"/> Arts and crafts room <input type="checkbox"/> Auditorium <input type="checkbox"/> BBQ area outdoors <input type="checkbox"/> Billiards room <input type="checkbox"/> Bowling green [indoor and outdoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) (Administration) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input type="checkbox"/> Gym <input type="checkbox"/> Hairdressing or beauty room	<input type="checkbox"/> Medical consultation room <input type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input checked="" type="checkbox"/> Swimming pool [outdoor, heated]* * Shared with the guests of the Kewarra Beach Resort <input type="checkbox"/> Separate lounge in community centre (multiple) <input type="checkbox"/> Spa [outdoor, heated] <input type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other: Emergency call access
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	<input type="checkbox"/> Library	
<p>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).</p>		
<p>There is an outdoor heated swimming which is shared with the adjoining resort.</p>		
<p>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of residential aged care facility and name of the approved provider:</p> <p>Kewarra Lifestyles Pty Ltd ACN 609 903 844 trading as Kewarra Aged Care</p>	
<p>Note: Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i>. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i>. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.</p>		
<p>Part 7 – Services</p>		
<p>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</p>	<p>'General Services' provided to all residents are:</p> <ul style="list-style-type: none"> • 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, and arranging for the supply of water and electricity to those areas. • Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility). • Monitoring and eradicating pests (except where this is a resident's responsibility). • Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel 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 	

	<p>required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</p> <ul style="list-style-type: none"> • Complying with the <i>Retirement Villages Act 1999</i>. • 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> <ul style="list-style-type: none"> • Personal Care and Support Services are available through local independent service providers on a user pays basis.
<p>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</p>	<p><input type="checkbox"/> 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)</p> <p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider:</p> <p><input checked="" 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 <i>Aged Care Act 1997 (Cwth)</i>. These home care services are not covered by the <i>Retirement Villages Act 1999 (Qld)</i>. Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</p>	

Part 8 – Security and emergency systems

<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>Security patrols are conducted twice nightly between 10pm and 2am.</p> <p>Not applicable.</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: the emergency help system is monitored between: 	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>INS is the residents emergency call system that is monitored via a 24/7 call centre, were residents' requests are triaged and managed</p> <p>24 hours per day, 7 days per week.</p>
<p>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</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> First aid kit.

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.

<p>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</p>	<p>Accommodation Unit</p>	<p>Range of ingoing contribution</p>
	<p>Independent living units</p>	
	<p>- Studio</p>	<p>\$ 195,000 to \$ 220,000</p>
	<p>- One bedroom</p>	<p>\$ 235,000 to \$ 295,000</p>
	<p>- One bedroom (plus study)</p>	<p>\$ 295,000 to \$ 350,000</p>
	<p>- Two bedrooms</p>	<p>\$ 350,000 to \$ 595,000</p>
	<p>- Three bedrooms</p>	<p>Not applicable</p>
	<p>Serviced units</p>	
	<p>- Studio</p>	<p>Not applicable</p>

	- One bedroom	Not applicable
	- Two bedrooms	Not applicable
	- Three bedrooms	Not applicable
	Other:	
	Full range of ingoing contributions for all unit types	\$195,000 - \$595,000

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

9.3 What other entry costs do residents need to pay?

Transfer or stamp duty
 Costs related to your residence contract
 Costs related to any other contract e.g.
 Advance payment of General Services Charge
 Other costs:
 Entry administration fee or legal fees

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	\$ 127.75	\$ 30.20
- One bedroom	\$ 127.75	\$ 30.20
- One bedroom (plus study)	\$ 127.75	\$ 30.20
- Two bedrooms	\$ 223.60	\$ 52.85
- Three bedrooms		
Serviced Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Other –		
All units pay a flat rate		

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

Financial year	General Services Charge (range) (weekly)	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2020	\$119.06 - \$208.25	\$28.50 – \$49.88	+1.8%
2021	\$120.53 - \$210.94	\$28.50 – \$49.88	+1%
2022	\$127.75 - \$223.60	\$30.20 – \$52.85	+6%

Note from Operator: 2022 increase effective from August 2022

<p>10.2 What costs relating to the units are <u>not</u> covered by the General Services Charge? (residents will need to pay these costs separately)</p>	<p><input checked="" type="checkbox"/> Contents insurance</p> <p><input type="checkbox"/> Home insurance (freehold units only)</p> <p><input type="checkbox"/> Electricity</p> <p><i>*Electricity to units is not included in the General Services Charge, and will be recoverable from residents where the charge is separately metered.</i></p> <p><input type="checkbox"/> Gas</p>	<p><input type="checkbox"/> Water</p> <p><input checked="" type="checkbox"/> Telephone*</p> <p><i>*The Operator pays for the connection and residents pay for calls as connected to PABX</i></p> <p><input checked="" type="checkbox"/> Internet *</p> <p><i>*The operator does not give any guarantees regarding available speed and download.</i></p> <p><input checked="" type="checkbox"/> Pay TV</p> <p><input type="checkbox"/> Other:</p>
<p>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items</p>	<p><input checked="" type="checkbox"/> Unit fixtures</p> <p><input checked="" type="checkbox"/> Unit fittings</p> <p><input checked="" type="checkbox"/> Unit appliances</p> <p><input type="checkbox"/> None</p>	

<p>in, on or attached to the units are residents responsible for and pay for while residing in the unit?</p>	<p>Note: Residents are responsible for maintenance, repair and replacement of unit fixtures, unit fittings, unit appliances (this includes the air conditioning units and hot water system) during their occupation of the Unit.</p>
<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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).

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula <input type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract <input type="checkbox"/> No exit fee <input type="checkbox"/> Other</p>
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Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	4% of your ingoing contribution
2 years	8% of your ingoing contribution
3 years	12% of your ingoing contribution
4 years	16% of your ingoing contribution
5 years	20% of your ingoing contribution
10 years	20% 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 20% of the ingoing contribution after 5 years of residence.</p>	

The minimum exit fee is 4% (adjusted on a pro-rata daily basis for 1 day) of the ingoing contribution.

<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 checked="" 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"> • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. <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>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 type="checkbox"/> Yes, all residents pay 25% of any renovation costs (in the same proportion as the share of the capital gain on the sale of their unit).</p> <p><input type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unity, and the resident pays....% of any renovation costs</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 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</p>	<p><input type="checkbox"/> Yes, the resident’s share of the capital gain is 0% and the resident’s share of the capital loss is 0%</p>
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<p>unit is sold, does the resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?</p>	<p>OR is based on a formula.....(specify)</p> <p><input type="checkbox"/> Optional – residents can elect to share in a capital gain or loss option</p> <p>the resident’s share of the capital gain is %</p> <p>the resident’s share of the capital loss is %</p> <p>OR is based on a formula.....(specify)</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.

<p>14.1 How is the exit entitlement which the operator will pay the resident worked out?</p>	<p>The ingoing contribution paid by the resident on entry is repaid to the resident less the sum of the exit fee and any other permitted setoffs allowed under the residence contract.</p>
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<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 <p><input type="checkbox"/> which is months after the termination of the residence contract, depending on your contract option</p> <p>OR</p> <p><input type="checkbox"/> which may range from months to months after the termination of the residence contract</p> <p>OR</p> <p><input checked="" type="checkbox"/> no date is stated in the residence contract</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>
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<p>14.3 What is the turnover of units for sale in the village?</p>	<p>3 accommodation units were vacant as at the end of the last financial year</p> <p>2 accommodation units were resold during the last financial year</p> <p>18 months was the average length of time to sell a unit over the last three financial years</p>
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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	Change from previous year
2021	\$0.00	\$0.00
2020	\$0.00	\$0.00
2019	\$0.00	\$0.00
Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available		\$NIL
Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available		\$159,800
Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available		\$207,080
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.		

~~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 for any incidents occurring within the resident’s unit.
- Third party insurance for motor vehicles belonging to the resident or their guests.

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?

Yes No

If yes:
provide details including, length of period, relevant time frames and any costs or conditions

Pets

17.2 Are residents allowed to keep pets?

Yes No

If yes: specify any restrictions or conditions on pet ownership

Residents may only keep fish contained within a small aquarium (maximum capacity of 50 litres). The Village is located within a sensitive and diverse ecological habitat with a variety of native wildlife and the keeping of pets (other than fish) is not permitted.

Visitors

17.3 Are there restrictions on visitors staying with residents or visiting?

Yes No

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)

Residents are encouraged to keep contact with relatives, friends and other people from outside the village. Visitors may stay with a resident for up to 14 consecutive days or for a period of up to 4 weeks in a 12-month period.

Longer stays may also be permitted, provided the resident obtains the Operator's prior written permission.

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

Yes No

By law, residents are entitled to elect and form a residents committee

<p>under the Retirement Villages Act 1999?</p>	<p><i>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></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p> <p>Note: the village manager convenes regular meetings with residents to provide updates regarding what is happening in the village, including matters such as quarterly P&L reports, budgets and service fee increases.</p>
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Part 18 – Accreditation

<p>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:</p>
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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

<p>19.1 Does the village maintain a waiting list for entry?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> No fee</p> <p><input type="checkbox"/> Fee of \$..... which is</p> <p style="padding-left: 40px;"><input type="checkbox"/> refundable on entry to the village</p> <p style="padding-left: 40px;"><input type="checkbox"/> non-refundable</p>
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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 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 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>

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/
