OSHANA

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Parklands Retirement Haven

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.

Form

- 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 <u>www.parklandscare.com.au</u>
- 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:



ABN: 86 504 771 740



- 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 6 Nov 2021and 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: Parklands Retirement Haven
	Street Address: 74 Emerald Park Way
	Suburb: URANGAN State: QLD Post Code: 4655
1.2 Owner of the land on which the retirement village	Name of land owner: Burswood Care Pty Ltd as trustee for the Roshana Family Trust
scheme is located	Australian Company Number (ACN): 154 327 545
	Address: Supervision Group, ground floor, 76 Mill Point Road
	Suburb: South Perth State: WA Post Code: 6951
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Burswood Care Pty Ltd as trustee for the Roshana Family Trust
	Australian Company Number (ACN): 154 327 545
	Address: Supervision Group, ground floor, 76 Mill Point Road
	Suburb: South Perth State: WA Post Code: 6951
	Date entity became operator: 3 March 2020
1.4 Village management and	Name of village management entity and contact details: Burswood Care Pty Ltd as trustee for the Roshana Family Trust
onsite availability	Australian Company Number (ACN): 154 327 545
	Phone: 07 4184 1300 Email: parklands.reception@roshana.com.au

	An onsite manager (or representative) is available to residents:
	⊠ Full time
	□ Part time
	□ By appointment only
	□ None available
	Onsite availability includes:
	Weekdays: 8:00am to 4:00pm (excludes public holidays)
	Weekends: Manager can be contacted via telephone.
1.5 Approved closure plan or transition plan	Is there an approved transition plan for the village? □ Yes ⊠ No
for the retirement village	A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.
	Is there an approved closure plan for the village? \Box Yes \boxtimes No
	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.
1.6 Statutory Charge over retirement village land.	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.
	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.
	Is a statutory charge registered on the certificate of title for the retirement village land? ⊠ Yes □ No
	If yes, provide details of the registered statutory charge
	Lot 1: Statutory Charge No. 712849865 on 09/11/2009 under Part 6 of the <i>Retirement Villages Act 199</i> 9.
	Lot 2: Statutory Charge No. 712849865 on 09/11/2009 under Park 6 of
	the Retirement Villages Act 1999.

a	1 What age limits pply to residents in his village?	We must approve all persons who apply to be a resident of the village. We will approve person who satisfy the following criteria:			
		 a) In the case of a single resident, the Resident must be aged 55 years or over; b) In the case of two residents, at least one Resident must be aged 55 years or over; and c) The Resident must be able to live independently. 			
			who does not s	/ age limit or criteria as satisfy the criteria, but v ge.	
A	CCOMMODATION, FA	CILITIES AND SE	RVICES		
P	art 3 – Accommodatio	n units: Nature of	ownership o	r tenure	
1	1 Resident	Freehold (ow	ner resident)		
	wnership or tenure of ne units in the village	יס-Lease (non	wner resident)		
is		🛛 Licence (non-	owner residen	t)	
		Share in com	pany title entity	/ (non-owner resident)	
		🗌 🗆 Unit in unit tru	ıst (non-owner	resident)	
		🗌 🗆 Rental (non-o	wner resident)		
A	ccommodation types				
	2 Number of units by ccommodation type	There are 34 units in the village, comprising of 34 separate single story			
		units.	s in the village	, comprising of 34 sep	arate single story
	nd tenure Accommodation		Leasehold	Licence	Other
	nd tenure	units.		· · · · · · ·	
	nd tenure Accommodation unit Independent living	units.		· · · · · · ·	
	nd tenure Accommodation unit Independent living units	units.		· · · · · · ·	
1	nd tenure Accommodation unit Independent living units - Studio	units.		Licence	
1	Accommodation unit Independent living units - Studio - One bedroom	units.		Licence 5	
1	Accommodation unit Independent living units - Studio - One bedroom - Two bedroom	units.		Licence 5 20	
a	Accommodation unit Independent living units - Studio - One bedroom - Two bedroom - Three bedroom Total number of units	units.		Licence 5 20 9	
A	Accommodation unit Independent living units - Studio - One bedroom - Two bedroom - Three bedroom Total number of units ccess and design	units. Freehold	Leasehold	Licence 5 20 9 34	Other
a A 3 a	Accommodation unit Independent living units - Studio - One bedroom - Two bedroom - Three bedroom Total number of units ccess and design 3 What disability ccess and design	units. Freehold	Leasehold	Licence 5 20 9	Other
A 3 a fe a	Accommodation unit Independent living units - Studio - One bedroom - Two bedroom - Three bedroom Total number of units ccess and design 3 What disability	units. Freehold	Leasehold	Licence 5 20 9 34 into and between all a	Other
A 3 a fe a	Accommodation unit Independent living units - Studio - One bedroom - Two bedroom - Three bedroom - Three bedroom Stal number of units - Cess and design - What disability - atures do the units	units. Freehold	Leasehold	Licence 5 20 9 34 into and between all a s or stairs) in ⊠ all unit or or lift allows entry inte	Other
A 3 a fe a	Accommodation unit Independent living units - Studio - One bedroom - Two bedroom - Three bedroom - Three bedroom Stal number of units - Cess and design - What disability - atures do the units	units. Freehold □ Units □ Level access f (i.e. no external of Units Units Step-free (hob	Leasehold	Licence 5 20 9 34 into and between all a s or stairs) in ⊠ all unit or or lift allows entry inte	Other Other Content of the unit of the

	oxtimes Toilet is accessible in a wheelchair in $oxtimes$ all units
	□ Other key features in the units or village that cater for people with disability or assist residents to age in place
	□ None
Part 4 – Parking for resi	dents and visitors
4.1 What car parking in the village is available for residents?	 All units with own garage or carport attached or adjacent to the unit General car parking for residents in the village Other parking e.g. caravan or boat
	There is a secured compound available for residents to park their caravan or boat. The cost of the maintenance of this secured compound is included in the General Service Charge.
	Restrictions on resident's car parking include:
	As car parking spaces are limited, you may park your vehicle only in your own garage, driveway, carport or other parking area allocated to you. Your visitor may park on your driveway or in the public car park.
	For security reasons, residents are requested to keep their garage doors closed except when there is a reasonable cause for having them open.
	Vehicles must not be parked on grassed areas.
4.2 Is parking in the village available for visitors?	⊠ Yes □ No
If yes, parking restrictions include	Your visitors may park on the driveway of your unit or in the general car parks.
Part 5 – Planning and de	evelopment
5.1 Is construction or development of the	Year village construction started 2010
village complete?	Fully developed / completed
	Partially developed / completed
	Construction yet to commence
	Stage one development (34 units) have been completed.
	There is development approval for further development of up to another 100 units.
5.2 Construction, development	Development approval granted
applications and development approvals	🛛 Yes 🗆 No

Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	The Scheme Operator holds a development approval for the construction of a further 100 independent living units. However, there are no immediate plans to continue with the development of the village.		
5.3 Redevelopment plan under the <i>Retirement Villages</i> <i>Act 1999</i>	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 Communities, Housing and Digital Economy. 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 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 	 Medical consultation room Restaurant Shop Swimming pool [outdoor] [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: mail service, emergency call access facilities, café and outdoor sports area. 	

	 ➢ Hairdressing or beauty room ➢ Library 			
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).				
Nil.				
6.2 Does the village have an onsite, attached, adjacent or co-located residential	✓ Yes □ No Name of residential aged care facility and name of the approved provider			
aged care facility?	Parklands Residential Aged Care			
retirement village operato of the retirement village. T by an Aged Care Assessr Exit fees may apply when may involve entering a ne	ote: Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . The tirement village operator cannot keep places free or guarantee places in aged care for residents the retirement village. To enter a residential aged care facility, you must be assessed as eligible an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i> . wit fees may apply when you move from your retirement village unit to other accommodation and ay involve entering a new contract.			
Part 7 – Services				
Part 7 – Services 7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	 The General services provided with your accommodation unit include: Management and administration; Gardening and minor maintenance (excluding any gardening or maintenance relating to a personal garden or area for which residents are responsible); Shop or other facilities for supplying goods to residents; Recreation or entertainment facilities; Other services as detailed each year in the operating budget for the scheme; rates, charges, taxes and levies (including fire levy) the village operator has to pay to a government, council or public authority in respect of the village; all insurance premiums payable by the Scheme Operator in respect of the Village including but not limited to public risk and liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact, riot or civil commotion workers compensation, professional indemnity and office bearers liability; the cost of services supplied to the village for communal facilities including all charge for electricity, gas, power, fuel, water, telephone, swimming pool maintenance, air conditioning, heating or other services furnished or supplied for the general purposes or benefit of the village; the cost of all water, sewerage and facilities provided by us for the general use and enjoyment of the residents and visitors to the village including the cost of cleaning, servicing and maintaining the common property; the costs of operating the bus or other transport supplied to residents including but not limited to petrol, oil and other consumables, registration, repair, maintenance, cleaning and insurance costs; 			

	 all costs in relation to the day to day maintenance, renovation, upkeep and cleaning of the village and its communal buildings, including the costs of communal gardens and landscaping; all reasonable management, control and security costs in connection with the village including but not limited to, salaries, wages, superannuation, pension payments, workers compensation insurance premiums, accountancy fees, legal fees (except legal fees incurred by the operator with respect to a retirement village issue) and any interest paid on any overdraft related to the operation of the village; the costs of any auditor engaged for the purposes of the Retirement Villages Act or otherwise; all costs in relation to us complying with the requirements of any government or statutory authority concerning the operation and management of the village (except legal fees incurred by the operator by the tribunal); and the costs of maintaining, monitoring and responding to the resident's emergency alarm system.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	□ Yes ⊠ No
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	\boxtimes No, the operator does not provide home care services, residents can arrange their own home care services
Home Support Program s an aged care assessment services are not covered	by be eligible to receive a Home Care Package, or a Commonwealth ubsidised by the Commonwealth Government if assessed as eligible by t team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care by the <i>Retirement Villages Act 1999</i> (Qld). heir own approved Home Care Provider and are not obliged to use ovider, if one is offered.
Part 8 – Security and en	nergency systems
8.1 Does the village have a security system? If yes:	⊠ Yes □ No
 the security system details are: the security system is monitored between: 	CCTV cameras throughout the Village – footage available on request. 24 hours a day, 7 days per week.
8.2 Does the village have an emergency help system?	⊠ Yes - all residents □ Optional □ No

 If yes or optional: the emergency help system details are: the emergency help system is monitored between: 	Every Unit has an Emergency Call phone connected to and monitored by an external monitoring centre (Blue Force). 24 hours a day, 7 days per week.		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator			
COSTS AND FINANCIAL	MANAGEMENT		
Part 9 – Ingoing contrib	ution - entry costs to live ir	the village	
to secure a right to reside	in the retirement village. The	sident must pay under a residence contract e ingoing contribution is also referred to as going charges such as rent or other	
9.1 What is the	Accommodation Unit	Range of ingoing contribution	
estimated ingoing	Independent living units		
contribution (sale price) range for all	- Studio	\$ to \$	
types of units in the	- One bedroom	\$ 280,000 to \$ 320,000	
village	- Two bedrooms	\$ 330,000 to \$ 370,000	
	- Three bedrooms	\$ 380,000 to \$ 430,000	
	Serviced units		
	- Studio	\$ to \$	
	- One bedroom	\$ to \$	
	- Two bedrooms	\$ to \$	
	- Three bedrooms	\$ to \$	
	Other	\$ to \$	
	Full range of ingoing contributions for all unit types	\$ 280,000 to \$ 430,000	
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?	 Yes No The resident will pay either the Standard Ingoing Contribution for the Unit set by the Scheme Operator (as detailed in item 9.1), or an Ingoing Contribution that is lower or higher than the Standing Ingoing Contribution for the Unit, as determined by the Scheme Operator. The modules detailed below explain the different options for paying the ingoing contribution, and the exit fees that apply to each option. 		

If yes: specify or set out in a table how the	Module 1
contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	If Module 1 applies to your residence contract, you must pay the Standard Ingoing Contribution, and the Exit Fee is calculated based on the percentage of the Standard Ingoing Contribution.
	Module 2
	If Module 2 applies to your residence contract, you must pay a reduced Ingoing Contribution, and the Exit Fee is calculated based on an increased percentage of the Standard Ingoing Contribution than would apply under Module 1.
	Module 3
	If Module 3 applies to your residence contract, you must pay a higher Ingoing Contribution, and the Exit Fee is calculated on a decreased percentage of the Standard Ingoing Contribution than would apply under Module 1.
	Module 4
	If Module 4 applies to your residence contract, you must pay a significantly reduced Ingoing Contribution of \$100,000 and the Exit Fee will be fixed at \$100,000 regardless of when you leave the Unit.
	The minimum and maximum Exit Fee for each Module type is set out in the table in section 11.1 below.
9.3 What other entry costs do residents need to pay?	 Transfer or stamp duty (if applicable) Costs related to your residence contract: all costs you incur in complying with the obligations of the residence contract Costs related to any other contract e.g Advance payment of General Services Charge
	\boxtimes Other costs: the Operator's Legal costs currently set at \$1,320.00 (GST inclusive)
Part 10 – Ongoing Cost	s - 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		
Independent Living Units		,			(weekly)		
- Studio							
- One bedroo	om	\$90.18			\$10.29		
- Two bedroo	oms	\$90.18			\$10.29		
- Three bedro		\$90.18			\$10.29		
All units pay a		φ90.10			\$10.29		
1 5		-			-		
Last three years of General Ser Financial General Ser year Charge (ran (weekly)		ervices	ge) change from Reserve		nance e Fund oution (range)	tribution Overall % change from previous year (+ or -)	
2018/2019 🕏	96.34		5.7%	\$11.15		+8.36%	
	90.18		5.7 70	\$10.29		0%	
0000/0004	90.18		0%	\$10.29		0%	
10.2 What cost relating to the are not covered General Servic Charge? (resid will need to pay costs separate	units d by the ses lents y these		 Contents insurance Electricity Gas 		 Water (if Un metered) ⊠ Telephone ⊠ Internet ⊠ Pay TV □ Other 	it is separately	
10.3 What othe ongoing or occ costs for repair maintenance a replacement of in, on or attach the units are re responsible for pay for while re in the unit?	casional r, nd f items ned to esidents r and	 ☑ Unit fixtures ☑ Unit fittings ☑ Unit appliances □ None You must keep the Unit clean, well maintained and in good repair. You have the responsibility for the maintenance and repair of the following items if it is installed in the Unit: Garage door remote control system; Water tank or filters and stands; Air conditioners; Curtains, blinds or awnings; Dishwasher; and Any other items installed by you. 					
10.4 Does the offer a mainten		Xes No					

service or help residents arrange repairs and maintenance for t unit? If yes: provide deta including any charge for this service.	i heir ails,				
Part 11 – Exit fees	s – whe	en you leave the village			
			r when they leave their unit or wher is a 'deferred management fee' (DN		
11.1 Do residents an exit fee when t permanently leave their unit? If yes: list all exit fe options that may ap	Do residents pay it fee when they anently leave unit? list all exit fee The Exit Eee is the Exit Eee Dercentage set out helew of the Tetel			vorked st Fotal	
to new contracts		Ingoing Contribution that you paid us for the licence of The Unit calculated as set out below (for a maximum of 10 years) from the Commencement Date until the Exit Date. Where the Exit Fee is worked out having regard to the length of time the resident has resided in The Unit, the Exit Fee is calculated on a daily basis. The Exit Fee payable depends on which Module applies to your residence contract as described in the Information Table.			
	Period from the Commencement Date to the Exit Date		Exit Fee Percentage that applies		
L	Less than	1 year	6% calculated on a daily basis		
1	1 year or more but less than 2 years		12% calculated on a daily basis		
2	2 years o	r more but less than 3 years	18% calculated on a daily basis		
3	3 years o	r more but less than 4 years	24% calculated on a daily basis		
2	4 years o	r more but less than 5 years	30% calculated on a daily basis		
5	5 years o	r more but less than 6 years	31% calculated on a daily basis		
6 years o		r more but less than 7 years	32% calculated on a daily basis		
7 years or m		r more but less than 8 years	33% calculated on a daily basis		
8	8 years o	r more but less than 9 years	34% calculated on a daily basis		
9	9 years o	r more but less than 10 years	35% calculated on a daily basis		
1	10 years	or more	35%		
Contribution" as descr	For Module 2 the Exit Fee is not calculated on the Ingoing Contribution you paid but the "Standard Ingoing Contribution" as described in your residence contract being the ingoing contribution that would otherwise apply to the Unit if Module 1 was selected (which is higher than the actual Total Ingoing Contribution you				

If Module 2 applies to your residence contract the Exit Fee is the Exit Fee percentage set out below multiplied by the Standard Ingoing Contribution.

Exit Fee Percentage for Module 2	Period from the Commencement Date to the Exit Date	Exit Fee Percentage that applies
	Less than 1 year	8% calculated on a daily basis
	1 year or more but less than 2 years	16% calculated on a daily basis
	2 years or more but less than 3 years	24% calculated on a daily basis
	3 years or more but less than 4 years	32% calculated on a daily basis
	4 years or more but less than 5 years	40% calculated on a daily basis
	5 years or more	40%

For Module 3 the Exit Fee is not calculated on the Ingoing Contribution you paid but the "Standard Ingoing Contribution" as described in your residence contract being the ingoing contribution that would otherwise apply to the Unit if Module 1 was selected (which is higher than the actual Total Ingoing Contribution you are required to pay).

If Module 3 applies to your residence contract the Exit Fee is the Exit Fee percentage set out below multiplied by the Standard Ingoing Contribution.

Exit Fee Percentage for Module 3	Period fr the Exit	rom the Commencement Date to Date	Exit Fee Percentage that applies
	Less that	n 1 year	3% calculated on a daily basis
	1 year or	r more but less than 2 years	6% calculated on a daily basis
	2 years or more but less than 3 years		9% calculated on a daily basis
	3 years o	or more but less than 4 years	12% calculated on a daily basis
	4 years or more but less than 5 years 15% calculated on a da		15% calculated on a daily basis
	5 years or more		15%
Exit Fee Percentage for Module 4	If Module 4 applies to your residence contract the Exit Fee will be an amount equal to the Ingoing Contribution you paid.		100% of the Ingoing Contribution you paid
	Where the exit fee is worked out having regard to the length of time the resident has resided in the accommodation unit, the exit fee is calculated on a daily basis.		
11.2 What other exit costs do residents need to pay or contribute to?		 Sale costs for the unit Legal costs Other costs: Administration 	ation Fee of \$660.00

12.1 Is the resident responsible for	🖾 Yes 🖾 No
reinstatement of the unit when they leave the unit?	 Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: fair wear and tear; and renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.
	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	⊠ No
renovation of the unit when they leave the unit?	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 <i>gain</i> or capital <i>loss</i> on the resale of their unit?	⊠ No
Part 14 – Exit entitlemer	t or buyback of freehold units
	amount the operator may be required to pay the former resident under a ne 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?	If Module 4 applied you will not receive any repayment of the ingoing contribution paid. If the costs for Reinstatement Works exceed \$6,000.00 you will be obliged to pay such costs under Module 4.
	For all other Modules:
	Plus Your Ingoing Contribution paid

	Less Exit Fee a	applicable to you	ır Module	
	Less any general service charges, personal service charges or maintenance reserve fund levies outstanding			es or maintenance
	Less any amounts payable by you to the operator under the residence contract or the Act including for Reinstatement Works			
	Less Administration Fee			
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 5 months after the termination date of the resident's right to reside under 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; or 			
	under the r unless the	esidence conti operator has b	nation date of the residen ract, even if the unit has r een granted an extensior Administrative Tribunal (not been resold, n for payment by
			titled to see probate or let the exit entitlement of a f	
14.3 What is the turnover of units for sale in the village?	0 accommodation units were vacant as at the end of the last financial year			
	2 accommoda	tion units were	resold during the last fina	ancial year
	5 months was three financial	-	ngth of time to sell a unit	over the last
Part 15 – Financial man	agement of the	village		
15.1 What is the			Fund for the last 3 years	S
financial status for the funds that the operator is required to	Financial Year	Deficit/ Surplus	Total general service charges collected for the financial year	Change from previous year
maintain under the Retirement Villages	2018/2019	\$34,787	(\$8,727)	672%
Act 1999?	2019/2020	\$13,501	\$ 4,775	38.81%
	2020/2021	\$		
		I		

	Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available	\$4,475.00	
	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available	\$19,958	
	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available	\$584,248	
	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund	3%	
	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	🖾 Yes 🗆 No		
arranging any insurance cover?	If yes, the resident is responsible for these insurance polic	cies:	
If yes, the resident is responsible for these insurance policies:	 contents insurance for your property in the Unit; public liability claims brought as a result of any incident occurring in the Unit; and 		
	 for workers compensation claims brought by any employ contractor that you engage to carry out works or provide the Unit. 		
Part 17 – Living in the vi	illage		
Trial or settling in period	d in the village		
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	□ Yes ⊠ No		
Pets			

Retirement Villages Act 1999 • Section 74 • Form 3 • V8 • March 2021 Legal/76926539_1

17.2 Are residents allowed to keep pets?

 \boxtimes Yes \Box No

If yes: specify any restrictions or conditions on pet ownership	 You may not have pets in the Village without our consent. We may give or refuse this consent at our absolute discretion. If we consent to a pet then: 	
		 that consent is particular to the approved pet only, and does not extend to a replacement of that pet.
		(ii) you must comply with conditions of that consent; and
		(iii) we may revoke the consent if the pet is a nuisance, in which case you must remove the pet from the Village.
		We may introduce a pet policy, which will set out general guidelines for the ownership and control of pets in the Village. You must comply with the provisions of any pet policy we have in place.
Visitors		
17.3 Are there	🛛 Yes 🛛	No
restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions	You must reg the administra With our prior (a) have g	ister all guests who stay overnight or longer at the unit, at ative office of the village. approval you may: uests stay in the Unit for up to three (3) or more cutive nights up to a maximum of 14 consecutive nights;
on visitors (e.g. length of stay, arrange with manager)	(b) allow a same t	visitor to use the Unit if you are not staying there at the ime; and nore than four (4) guests stay overnight in the Unit on any
	longer than 30 which we may If we consent	may not have a visitor live in the Unit or use the Unit for days in any 12 month period without our written consent give or deny in our absolute discretion. to a visitor staying in the Unit for any period of time then that consent at any time in our absolute discretion.
Village by-laws and villa	ige rules	
17.4 Does the village have village by-laws?	🖾 Yes 🛛	No
	with the agree for the village	ents may, by special resolution at a residents meeting and ement of the operator, make, change or revoke by-laws tice at end of document regarding inspection of village
17.5 Does the operator have other rules for the village.		No nay be made available on request
Resident input		
17.6 Does the village have a residents	🗆 Yes 🛛	No
committee established		ents are entitled to elect and form a residents committee be operator on behalf of residents about the day-to-day

under the <i>Retirement</i> <i>Villages Act 1999</i> ?	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: 	
	accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.	
Part 19 – Waiting list		
19.1 Does the village maintain a waiting list for entry?	🗆 Yes 🖾 No	
Access to documents		
and a prospective reside inspect or take a copy o	al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at the request is given).	
2	ration for the retirement village scheme	
•	Certificate of title or current title search for the retirement village land	
☑ Village site plan	0	
\boxtimes Plans showing the	Plans showing the location, floor plan or dimensions of accommodation units in the village	
□ Plans of any units	Plans of any units or facilities under construction	
Development or pla	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	
	charges fund (or income and expenditure for general services) at the	
end of the previous	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	
•	policies and certificates of currency	
A current public inf	ormation document (PID) continued in effect under section 237I of the	

Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.

Further Information

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at <u>www.chde.qld.gov.au</u>

General Information

General information and fact sheets on retirement villages: <u>www.qld.gov.au/retirementvillages</u> For more information on retirement villages and other seniors living options: <u>www.qld.gov.au/seniorsliving</u>

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

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.gls.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/