

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740



Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - 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.depaulmanorestate.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 July 2023* 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: De Paul Manor Estate Street Address: 1 Edmund Rice Drive Suburb: Southport State: QLD Post Code: 4215
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 Australian Company Number (ACN) - N/A Address: PO Box 282 Suburb: Brisbane State: QLD Post Code: 4200
1.3 Village operator	Name of entity that operates the retirement village (scheme operator) Ozcare Australian Company Number (ACN) 072 422 925 Address: 66 River Terrace, Kangaroo Point, Suburb: Brisbane State: QLD Post Code: 4169 Date entity became operator: 1 July 2020
1.4 Village management and onsite availability	Name of village management entity and contact details Ozcare Australian Company Number (ACN) 072 422 925 Phone: 07 5582 7999 Email: reception@depaulmanorestate.com.au An onsite manager (or representative) is available to residents: <input checked="" type="checkbox"/> Full time Onsite availability includes: Weekdays: Business Hours (8:00am – 4:00pm) Weekends: Not available

<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 Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
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<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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Part 2 – Age limits

<p>2.1 What age limits apply to residents in this village?</p>	<p>Prospective residents (or in the case of a couple residing in the same unit, one member of the couple) must be aged at least 65 years on taking up residence in the Village.</p> <p>The Operator expressly reserves the right to decline any application for residence and to vary age limitation criteria at its discretion.</p>
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ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

<p>3.1 Resident ownership or tenure of the units in the village is:</p>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input type="checkbox"/> Lease (non-owner resident)</p> <p><input checked="" type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input checked="" type="checkbox"/> Other: Scheme Operator reserves the right to introduce alternative forms of tenure for new residence contracts.</p>
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Accommodation types

3.2 Number of units by accommodation type and tenure		There are 80 units in the village, comprising 80 units in 6 multi-story buildings ranging between 2-4 levels			
Accommodation unit	Freehold	Leasehold	Licence	Other	
Independent living units					
- Studio					
- One bedroom			2		
- Two bedroom			46		
- Three bedroom			32		
Serviced units					
- Studio					
- One bedroom					
- Two bedroom					
- Three bedroom					
Other [specify]					
Total number of units			80		

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
- 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:
 - Automatic security doors located in our main thoroughfares

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?

- All units with own garage or carport separate from the unit
- Restrictions on resident's car parking include:**
- There is only one allocated car park per Accommodation Unit.
- Residents may make private arrangements with other residents to use another allocated space. Where the resident has been granted the

	<p>right to use a specified area, the Scheme Operator has the right to terminate or change the right to use that specified area at any time, despite any private arrangements made between residents.</p> <p>Visitor carparking is for visitors only.</p>
<p>4.2 Is parking in the village available for visitors? If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Visitors' vehicles may be parked only in the designated signed spaces on Common Property.</p> <p>Management needs to be advised if parking is required for more than 2 days.</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 2007</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p> <p>At present the Scheme Operator has no planned developments for this village but reserves the right to introduce new developments at its sole discretion.</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>There are currently no development applications or approvals in place for De Paul Manor Estate.</p>
<p>5.3 Redevelopment plan under the Retirement Villages Act 1999</p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.</i></p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>

Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

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| <input checked="" type="checkbox"/> Activities or games room
<input checked="" type="checkbox"/> Arts and crafts room
<input type="checkbox"/> Auditorium
<input checked="" type="checkbox"/> BBQ area outdoors
<input checked="" type="checkbox"/> Billiards room
<input checked="" type="checkbox"/> Bowling green [indoor]
<input type="checkbox"/> Business centre (e.g. computers, printers, internet access)
<input type="checkbox"/> Chapel / prayer room
<input type="checkbox"/> Communal laundries
<input checked="" type="checkbox"/> Community room or centre
<input checked="" type="checkbox"/> Dining room
<input checked="" type="checkbox"/> Gardens
<input checked="" type="checkbox"/> Gym
<input type="checkbox"/> Hairdressing or beauty room
<input checked="" type="checkbox"/> Library | <input type="checkbox"/> Medical consultation room
<input type="checkbox"/> Restaurant
<input type="checkbox"/> Shop
<input checked="" type="checkbox"/> Swimming pool [outdoor] [heated]
<input checked="" type="checkbox"/> Separate lounge in community centre
<input checked="" type="checkbox"/> Spa [outdoor] [heated]
<input type="checkbox"/> Storage area for boats / caravans
<input type="checkbox"/> Tennis court [full/half]
<input checked="" type="checkbox"/> Village bus or transport
<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Other
<i>Outdoor Terrace Area</i>
<i>Resident Committee Bar</i>
<i>Self Service Café</i>
<i>Theatre</i> |
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

De Paul Villa Aged Care is located within the same precinct at 27 Edmund Rice Drive, Ashmore and has residential care, respite, an onsite hairdresser, hydraulic gym, meals and the community bus available for use by the Village residents, subject to availability and relevant costs.

Mary Immaculate Parish is located a short walk from the Village, at 30 Edmund Rice Drive, Ashmore and offers Pastoral care and community services to Village residents.

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
- Approved Provider: Ozcare
 Aged Care Facility: De Paul Villa Aged Care

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

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

Part 7 – Services

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

- Management and Administration
- Community gardening and minor maintenance
- Maintenance of the external buildings
- Cleaning of recreational facilities and community areas
- Council rates (general and water)
- Staff wages and related costs
- Monitoring, maintenance, and management of the on-site security system.
- Monitoring, maintenance, and management of the community fire system.
- Community waste management
- Building insurance and Public Liability Insurance
- Community and exterior Pest Control
- Community areas gas, electricity and water usage
- Bank, audit and legal charges relating to the operation of the village.

7.2 Are optional personal services provided or made available to residents on a user-pays basis?

Yes No

If needed, on a user pays basis only, we can help you manage better at home - in your retirement village unit and improve your well-being with our home care services. You will see regular carers so we can get to know you and be familiar with how you like things done around your home, and if you ever need any extra help, it is always there. Ozcare's home care services are available by client's choice on a user-pay basis, for things such as:

- Personal Care
- Meal Preparation
- Domestic Assistance
- Transport
- Social Support
- Respite Care
- Nursing Care
- Allied Health
- Dementia Advisory & Support Service
- Personal Alarm services

All of our Carers have either a Certificate III in Aged Care or significant industry experience plus certification in CPR and First Aid.

We can assist you in regards setting up and accessing these services; please just ask one of our staff or call Ozcare at 1800 692 273.

<p>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</p>	<p><input checked="" type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier Name: Ozcare Registration numbers: NAP ID number SID 23033</p>
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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

<p>8.1 Does the village have a security system? If yes: <ul style="list-style-type: none"> the security system details are: the security system is monitored between:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(a) gated community; (b) Intercom system; (c) master key system; (d) outsourced security patrols, including 24 hours call out; (e) alarmed community centre; and (f) CCTV cameras in some common areas.</p> <p>24 hours a day, 7 days per week.</p>
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<p>8.2 Does the village have an emergency help system? If yes or optional: <ul style="list-style-type: none"> the emergency help system details are: the emergency help system is monitored between:</p>	<p><input type="checkbox"/> Yes - all residents <input checked="" type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Emergency Call System Monitored by Tunstall Health Care 24 hours per day 7 days per week. User pays system.</p> <p>24 hours a day, 7 days per week.</p>
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<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>First Aid Kit</p>
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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	
	- One bedroom	\$ 400,000 to \$450,000
	- Two bedrooms	\$ 580,000 to \$670,000
	- Three bedrooms	\$ 710,000 to \$900,000
	Full range of ingoing contributions for all unit types	\$ 400,000 to \$900,000

*The Scheme Operator has a dynamic pricing model which offers a nine ingoing contribution amounts. The above price guideline is based on the base price of the units and is subject to change.

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.

Ozcare offers a dynamic pricing model; whereby you are able to pay above or below the advertised price. See for example the model below based on an advertised price of an ILU for \$450,000. The standard DMF is 30% across 5 years.

Option		PRICE	DMF %	DMF \$	EE	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Increase ↑	40%	\$ 630,000	12.5%	\$ 78,750	\$ 551,250	4.5%	2.0%	2.0%	2.0%	12.5%
2		30%	\$ 585,000	16.0%	\$ 93,600	\$ 491,400	5.6%	2.6%	2.6%	2.6%	16.0%
3		20%	\$ 540,000	20.0%	\$ 108,000	\$ 432,000	6.8%	3.3%	3.3%	3.3%	20.0%
4		10%	\$ 495,000	25.0%	\$ 123,750	\$ 371,250	8.6%	4.1%	4.1%	4.1%	25.0%
5	Base	-	\$ 450,000	30.0%	\$ 135,000	\$ 315,000	10.0%	5.0%	5.0%	5.0%	30.0%
6	Discount ↓	-10%	\$ 405,000	37.5%	\$ 151,875	\$ 253,125	12.7%	6.2%	6.2%	6.2%	37.5%
7		-15%	\$ 382,500	41.0%	\$ 156,825	\$ 225,675	13.8%	6.8%	6.8%	6.8%	41.0%
8		-20%	\$ 360,000	46.0%	\$ 165,600	\$ 194,400	15.6%	7.6%	7.6%	7.6%	46.0%
9		-25%	\$ 337,500	51.0%	\$ 172,125	\$ 165,375	17.0%	8.5%	8.5%	8.5%	51.0%

9.3 What other entry costs do residents need to pay?

Other costs

You are responsible for payment of your own legal costs and disbursements associated with your Residence Contract.

Part 10 – Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village’s capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor’s report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
All units pay a flat rate	\$128.29	\$42.49

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022/23	\$119.37	+4.68%	\$41.83	+10.71%
2021/22	\$114.03	-0.64%	\$37.78	+2.00%
2020/21	\$114.76	+2.39%	\$37.04	+1.95%

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)

	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other
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10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?

	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None Additional information: Your general maintenance and repair obligations (a) During the term of this Residence Contract you must, at your own cost, keep Your Residence clean, well maintained and in good order and repair. (b) Your obligations in this regard extend to any maintenance, replacement and repair that becomes necessary as a consequence of fair wear and tear of all furnishings, fixtures, fittings and appliances provided by us as part of Your Residence. Notifying us of damage or problems You must immediately notify us of any: (c) damage to Your Residence or the furnishings, fixtures, fittings and appliances provided as part of Your Residence; or (d) problems with the plumbing, electrical wiring, gas pipes or appliances provided as part of Your Residence.
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	<p>Cost responsibility for repairs and replacement in particular circumstances</p> <p>You must reimburse to us any costs we incur (including, but not limited to, any insurance excess) for repairing or replacing any Village asset that:</p> <ul style="list-style-type: none"> (e) you may deliberately damage or destroy; or (f) is damaged or destroyed as a result of your negligence or omission; or (g) is subjected to accelerated wear because of your actions. <p>Payments you are responsible for under this clause must be made by you to us within twenty eight (28) days of any demand made by us providing you with the full details of the costs we have incurred and for which we are seeking reimbursement.</p> <p>Alterations, additions or modifications to Your Residence</p> <p>You must not do anything that might cause damage to Your Residence, or make any alterations, additions or modifications (including but not limited to painting, installing or changing appliances, antennae, satellite dishes, heating, air conditioning, awnings, security doors and grills and any other similar items) to the inside or outside of Your Residence without our written approval.</p>
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<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p> <p>If yes: provide details, including any charges for this service.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The village's on-site maintenance staff are available to provide assistance to residents as and where applicable (including assistance in engaging external contractors where necessary).</p> <p>A service charge may be applicable to residents for this general assistance and residents will be responsible for materials or services provided by third party providers.</p> <p>The operator may arrange and offer annual services with a preferred provider which a resident can opt in for at an additional cost. For example:</p> <ul style="list-style-type: none"> (a) Window Cleaning, (b) Internal Pest Control, (c) Air Conditioner Service, (d) Carpet Cleaning,
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Part 11 – Exit fees – when you leave the village

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

<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 type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><input checked="" 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</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other <i>[specify]</i></p> <p>Below is an example of the 30% DMF option</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: Ingoing Contribution Option 5
1 year	10% of your ingoing contribution
2 years	15% of your ingoing contribution
3 years	20% of your ingoing contribution
4 years	25% of your ingoing contribution
5 years or more	30% 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.

Sample based on Ingoing Contribution Option 5

The maximum (or capped) exit fee is 30% of the ingoing contribution after 5 years of residence. The minimum exit fee is 10% of the Ingoing Contribution divided by 365 (daily rate).

11.2 What other exit costs do residents need to pay or contribute to?

- Sale costs for the unit
- Legal costs: Any legal costs the Operator may incur in relation to the termination of your Residence Contract
- Other costs
 - Any General Services Charges, Personal Services Charges, Maintenance Reserve Fund Contribution or other monies due and payable by you to the Operator under the Residence Contract at the exit entitlement date
 - The cost of any reinstatement works to the unit in accordance with the Residence Contract and the Act.
 - Such other costs (if any) that may be payable by the resident under the Resident Contract or the Act at the time of exit.

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?	<input checked="" type="checkbox"/> No <i>Renovation means replacements or repairs other than reinstatement work.</i> 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?	<input checked="" type="checkbox"/> No
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Part 14 – Exit entitlement or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the operator will pay the resident worked out?	The exit entitlement for the unit is equal to the ingoing contribution paid by the resident, LESS: <ul style="list-style-type: none"> ▪ the exit fee; ▪ any outstanding personal services or general services charges; ▪ any outstanding maintenance reserve fund contributions; ▪ any reinstatement costs payable by the resident; ▪ any costs of storage of the resident's contents; and ▪ any other monies which are owing to the operator by the resident.
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: <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ➤ 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?	3 accommodation units were vacant as at the end of the last financial year 9 accommodation units were resold during the last financial year 3 months 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 Fund for the last 3 years			
	Financial Year	Deficit/Surplus	Balance	Change from previous year
	2021/2022	\$(22,128)	\$8,468	26.7% decrease
	2020/2021	\$23,453	\$30,596	428.3% increase
	2019/2020	\$(5,954)	\$7,143	45.46% % increase
	Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$69,495
	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$334,236.
	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available 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.			\$844,730. N/A (amounts are paid each year as recommended by the Quantity Surveyor’s report)
OR <input type="checkbox"/> 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:

The resident must insure the contents of the unit that are owned by the resident and keep them insured against loss, theft, damage or destruction.

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

Pets

17.2 Are residents allowed to keep pets?

If yes: specify any restrictions or conditions on pet ownership

Yes No

Residents must not keep any pets in the unit or the village without the operator's prior written consent, which the operator may give or refuse at its absolute discretion.

If the operator gives its consent, then the resident must comply with any conditions on that consent and any pet policy in place to deal with pet ownership or control of pets in the village.

A Pet Application is available on request and will be considered separately from your Resident Contract.

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

Residents are free to invite family and friends to visit them at the Village at any time.

Family and friends may stay with Residents in their Residence within the parameters of any conditions in that regard in the Residence Contract. Residents are responsible for ensuring that their Visitors and House Guests respect the rights of all other Residents and meet the expectations set out in the contract.

If the Resident intends for a visitor to stay for a period of more than three weeks the Resident must obtain the prior written approval of the Operator.

Village by-laws and village rules

17.4 Does the village have village by-laws?

Yes No

	<p><i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
<p>17.5 Does the operator have other rules for the village.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>
<p>Resident input</p>	
<p>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i></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>Part 18 – Accreditation</p>	
<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>
<p>Note: Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.</p>	
<p>Part 19 – Waiting list</p>	
<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>Access to documents</p>	
<p>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).</p> <p><i>[Note: Mark which applies with an X]</i></p> <p><input checked="" type="checkbox"/> Certificate of registration for the retirement village scheme</p> <p><input checked="" type="checkbox"/> Certificate of title or current title search for the retirement village land</p> <p><input checked="" type="checkbox"/> Village site plan</p> <p><input checked="" type="checkbox"/> Plans showing the location, floor plan or dimensions of accommodation units in the village</p> <p><input type="checkbox"/> Plans of any units or facilities under construction</p>	

- 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 Communities, Housing and Digital Economy website.

Further Information

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

General Information

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

Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.qld.gov.au

Website: www.chde.qld.gov.au/regulatoryservices

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: 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: 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/