

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019



tranquil waters
beachfront retirement

Name of village: Tranquil Waters 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 <https://www.tranquilwaters.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 21 October 2019 and applies to prospective residents. That information is subject to change. The village operator reserves the right to vary any of the information in this Village Comparison Document at any time.

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: Tranquil Waters Retirement Village Street Address: 31 Thompson Street Suburb: Victoria Point State: QLD Post Code: 4165
1.2 Owner of the land on which the retirement village scheme is located	Name of owner: Tranquil Waters Retirement Village Pty Ltd as Trustee for The Seaview Unit Trust Australian Company Number (ACN): 010 580 211 Address: 31 Thompson Street Suburb: Victoria Point State: QLD Post Code: 4165
1.3 Village operator	Name of entity that operates the retirement village (scheme operator) Tranquil Waters Retirement Village Pty Ltd as Trustee for The Seaview Unit Trust Australian Company Number (ACN) 010 580 211 Address: 31 Thompson Street Suburb: Victoria Point State: QLD Post Code: 4165 Date entity became operator: 1 July 2000
1.4 Village management and onsite availability	Name of village management entity and contact details: TWRV Management Pty Ltd Australian Company Number (ACN) 607 366 263 Phone: 07 3207 0786. Email: info@tranquilwaters.com.au

	<p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays: Monday to Friday 10am to 4pm</p> <p>Weekends: No availability</p>
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Part 2 – Age limits

<p>2.1 What age limits apply to residents in this village?</p>	<p>Applicants must be 65 years of age or over. However, the village operator may exercise its sole discretion to accept the application of a person who is less than 65 years of age, whom it considers will not derogate from the conduct of the village as premises where older members of the community or retired persons reside and is an appropriate person to reside in the village.</p> <p>The village operator reserves the right in the future to vary (by increasing or decreasing) the age limit for residents of the village and to decline an application.</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 checked="" type="checkbox"/> Lease (non-owner resident)</p> <p><input 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 checked="" type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other</p> <p>Note: The village operator reserves the right to grant such occupancy rights in respect of units as the village operator determines in its sole discretion, whether governed by the <i>Retirement Villages Act 1999 (Q)</i> or not.</p>
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Accommodation types

3.2 Number of units by accommodation type and tenure

There are 121 units in the village, comprising 119 single story units and 2 units in separate multi-story buildings over one or 2 levels.

Accommodation Unit	Freehold	Leasehold	Licence	Other - Rental
Independent living units				
Studio				
- One bedroom		1		
- Two bedrooms/study		73		1
- Two bedrooms plus bedroom/study/study nook		46		
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedroom				
Other				
Total number of units		120		1

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 some units
 - Alternatively, a ramp, elevator or lift allows entry into some units
 - Step-free (hobless) shower in all some units
 - Width of doorways allow for wheelchair access in some units
 - Toilet is accessible in a wheelchair in some units
 - Other key features in the units or village that cater for people with disability or assist residents to age in place
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- None

Part 4 – Parking for residents and visitors

<p>4.1 What car parking in the village is available for residents?</p>	<p><input checked="" type="checkbox"/> All units with own garage or carport attached or adjacent to the unit</p> <p><input checked="" type="checkbox"/> Other parking e.g. caravan or boat – parking for motorised scooters, cars, motorcycles, boats, water craft, trailers or caravans is available on written application on a “first in” basis, subject to availability, approval by the village operator, entry into a Car Park Licence and payment of applicable fees.</p> <p>Restrictions on resident’s car parking include: residents are not allowed to occupy visitor parking and other areas around the village except on a short term basis (less than 3 (three) days) unless the prior agreement of the village operator is obtained in writing.</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>For lowset units with a driveway, the resident’s visitors may park 1 vehicle in tandem position in the driveway immediately in front of the unit, but only if there is sufficient room to do so without obstructing any roadways in the village. Otherwise, visitors must park in designated visitor parking areas. No parking on grass is allowed.</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 2000</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>The village operator reserves the right to further develop or redevelop all or part of the village in the future.</p>
<p>5.2 Is there development approval or a development application pending for further development or redevelopment of the village?</p>	<p>Development approval granted</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Development application pending</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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 (stocked by residents)
<input checked="" type="checkbox"/> Auditorium
<input checked="" type="checkbox"/> BBQ area outdoors
<input checked="" type="checkbox"/> Billiards area
<input type="checkbox"/> Bowling green
<input type="checkbox"/> Business centre (e.g. computers, printers, internet access)
<input type="checkbox"/> Chapel / prayer room
<input type="checkbox"/> Communal laundries
<input checked="" type="checkbox"/> Community room or centre
<input type="checkbox"/> Dining room
<input checked="" type="checkbox"/> Gardens
<input checked="" type="checkbox"/> Gym
<input checked="" type="checkbox"/> Hairdressing or beauty room (user-pays basis)
<input checked="" type="checkbox"/> Library (books provided by residents) | <input checked="" 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 type="checkbox"/> Spa
<input checked="" type="checkbox"/> Storage area for boats / caravans
<input type="checkbox"/> Tennis court
<input checked="" type="checkbox"/> Village bus or transport
<input checked="" type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Other: 2 bars (stocked and operated by residents) |
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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).

See comments above.

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?

- Yes No

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

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

Part 7 – Services

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

General Services are the services provided, or made available, to all residents of the village, associated with any outgoings, costs and expenses in connection with the ownership, control, operation, management and administration of the village and the retirement village scheme, including but not limited to:

- a) all rates and taxes including GST and carbon taxes (if any), (to the extent they are not prohibited at law from recovery from the resident), charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal, governmental or semi governmental agency in respect of the village;
- b) all charges for mechanical and electrical services, fire, water, gas, oil, telecommunications, sewerage, waste disposal and other services supplied to the village and for the day-to-day maintenance of all associated infrastructure (including but not limited to) detention basins, water treatment, piping, plumbing, filtration, sewerage, stormwater, lifts, ventilation, building systems and associated software and other services and installations located in the village;
- c) all insurance premiums and any excesses payable by the village operator in respect of the village and the retirement village scheme against such risks as the village operator deems necessary or desirable from time to time, including but not limited to public risk and liability, office bearers liability, management liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion;
- d) the costs of all services provided to residents of the village by the village operator or any manager, caretaker, employee, lifestyle care coordinator or independent contractor employed or engaged by the village operator;
- e) the costs of minor repairs and day-to-day maintenance and cleaning (including preventative maintenance) necessary to keep the village in good order and condition, including provision at the discretion of the village operator for future contingencies;
- f) all costs of the day-to-day maintenance of the exterior of all units in the village (and potentially some items within units where agreed by the village operator) and the interior and exterior of all buildings and other improvements in common use by residents of the village;
- g) all costs of the day-to-day maintenance and caretaking of the gardens, landscaped areas, retaining walls, lawns, pathways, roads, ponds, detention basins, stormwater quality improvement devices and features and other parts of the communal facilities including tools, plant and gardening equipment;
- h) all costs of the control, monitoring and eradication of pests in the village (apart from termites, this excludes units);
- i) all costs of the signage, day-to-day maintenance, testing and monitoring of any fire fighting, protection and prevention equipment installed in the village, including but not limited to fire panels, booster systems, fire pumps, sprinkler systems, hydrants, lighting,

	<p>fire extinguishers and smoke detectors and general village signage;</p> <p>j) the costs of salaries and wages, day-to-day maintenance, software systems, monitoring and responding to the emergency alarm system and the other security services, CCTV and emergency care services provided to residents of the village either internally or externally;</p> <p>k) the outgoings, costs and expenses in respect of the operation and day-to-day maintenance of the bus (if any) used to provide transport services to residents of the village and any other village vehicles or motorised transport, including but not limited to cleaning, insurance, registration, servicing, oil, petrol, tolls and the salaries and wages paid to drivers;</p> <p>l) all payments made or benefits provided to or in respect of any manager, caretaker, employee, lifestyle care coordinator or independent contractor employed or engaged by the village operator in connection with the village or the retirement village scheme including but not limited to wages and salaries, superannuation contributions, sick leave, holiday leave, long service leave, payroll tax, workers' compensation insurance premiums, dismissal, parental leave and other statutory taxes and charges, any costs associated with any form of industrial agreements, staff amenities, training and seminars;</p> <p>m) all costs in respect of the provision of accommodation to any manager, caretaker, employee, lifestyle care coordinator or independent contractor employed or engaged by the village operator in connection with the village or the retirement village scheme;</p> <p>n) expenditure incurred in carrying on the business and operations of the village operator that relates to the ownership, operation, management or administration of the village or the retirement village scheme;</p> <p>o) the costs of management, administration, secretarial, legal, audit, book-keeping, accounting and banking services provided in connection with the village and the retirement village scheme, including office equipment, postage, printing, stationery, photocopying, couriers and a reasonable share of any off-site management and administration costs;</p> <p>p) all costs of complying with the requirements of any government or statutory authority in connection with the ownership, operation, management and administration of the village and the retirement village scheme;</p> <p>q) the fees of any auditor engaged to resolve any dispute between the village operator and one or more residents in respect of the reasonableness or fairness of the calculation of the general services charges;</p> <p>r) any deficit or surplus carried forward from any previous accounting period;</p> <p>s) any costs associated with the day-to-day maintenance of any water features, fish tanks, spa, swimming pool(s), including but not</p>
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	<p>limited to all consumables, chemicals, materials, gas, electricity, salaries and wages;</p> <p>t) any costs associated with refuse collection and disposal, including refuse collection from village bin enclosures and disposal off site;</p> <p>u) any other expenditure properly incurred in respect of the ownership, operation, management or administration of the village or the retirement village scheme;</p> <p>v) any costs of maintenance of cables, conduits, coaxial, amplifiers, storage backup and equipment for any village communication, security and technology system including but not limited to the telephone, fibre optic, IP, IPTV, Foxtel, Wi-Fi, TV, MATV, CCTV, servers and recording equipment or any other service provided in the future;</p> <p>w) any costs of obtaining the opinions or reports of experts or consultants;</p> <p>x) services the village operator provides to residents of the village (except for services which are directly charged to a resident under the resident's residence contract or the Act);</p> <p>y) security services provided by third parties;</p> <p>but excluding amounts payable:</p> <p>z) directly by a resident under the resident's residence contract or the Act;</p> <p>aa) for or towards maintaining and repairing the village's capital items that are properly payable out of the Maintenance Reserve Fund; and</p> <p>bb) for or towards replacing the village's capital items that are properly payable out of the Capital Replacement Fund.</p>
<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Handyman maintenance services are available on a fee for service basis. Please refer to village management for further details, including the costs associated with these services.</p>
<p>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <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>.</p> <p>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</p>	

Part 8 – Security and emergency systems

<p>8.1 Does the village have a security system?</p> <p>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>CCTV in selected Community Centre areas and front gate, recorded onsite only.</p> <p>Is recorded 24 hours, 7 days per week, but is not monitored.</p>
<p>8.2 Does the village have an emergency help system?</p> <p>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>Offsite 24 hour Vital Call emergency alert button. Pendants and additional buttons are available at resident request and cost. The repair and replacement (including batteries) of emergency personal pendants is a resident responsibility.</p> <p>The resident must at all times have an operative phone service in the unit, so the village operator can maintain and have monitored a general emergency call system 24 hours a day, seven days a week. It is the resident's responsibility and cost to ensure the phone is connected. The emergency call service is for emergencies only and residents may be charged a service fee for any calls made that are not genuine emergencies.</p> <p>The basis of monitoring of the nurse call system which is monitored externally will be funded by general services charges for the village.</p> <p>24 hours, 7 days per week.</p>
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p> <p>If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>First aid kit and defibrillator located in Community Centre. First aid kit located in resident workshop. Basic first aid in village bus.</p>

COSTS AND FINANCIAL MANAGEMENT

Part 9 – Ingoing contribution - entry costs to live in the village

An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Unit	Range of ingoing contribution
		Independent living units
	- Studio	\$ to \$.....
	- One bedroom	\$ to \$.....
	- Two bedrooms/study	\$ 498,000 to \$ 597,000
	- Two bedrooms plus bedroom/study/study nook	\$ 1,200,000 to \$1,200,000
	Serviced units	
	- Studio	\$ to \$.....
	- One bedroom	\$ to \$.....
	- Two bedrooms	\$ to \$.....
	- Three bedrooms	\$ to \$.....
	Other	\$ to \$.....
	Full range of ingoing contributions for all unit types	\$ 498,000 to \$ 1,200,000

Note:

- The ingoing contributions above represent “Standard Ingoing Contributions”, i.e. assuming that the “Standard Option” applies to the resident (see Item 9.2 for details).
- The ingoing contributions above include the cost, value or price of any non-standard variations to the unit.

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

Three different lease options apply at the village. Depending on the applicable lease option, residents may pay a lower ingoing contribution upon entry to the village, in return for paying a higher exit fee upon departure from the village. These lease options may be summarised as follows:

Lease Option	Percentage of Standard Ingoing Contribution payable	Relevant Exit Fee Table – refer Item 11.1	Maximum Exit Fee Percentage (based on your Standard Ingoing Contribution)
Standard Option	100%	Table A	36%
5% Discount Option	95%	Table B	54%
10% Discount Option	90%	Table C	72%

The 5% Discount Option and the 10% Discount Option may only apply to a resident with the village operator’s consent, which may be given or withheld at the sole discretion of the village operator.

The village operator reserves the right at any time to vary the lease options it offers, the percentages and method of calculating the exit fee (including to any subsequent resident of your unit). Any such variation will not affect the method of calculating your exit fee.

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 \$1,400

If you request any variations to the unit upon entry, you may be required to pay all or part of the costs of those variations.

If you are entering into a separate Car Park Licence - Car Park Licence Administration Fee \$500

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		
- One bedroom	\$ 112.92	\$ 35.37
- Two bedrooms/study	\$ 96.97 to \$142.81	\$ 35.37
- Two bedrooms plus bedroom/study/study nook	\$ 122.88 to \$181.98	\$ 35.37

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2017	\$ 68.66 to \$ 128.86	(23.54)%	\$ 29.82	6.83%
2018	\$ 88.94 to \$ 166.90	29.53%	\$ 31.63	6.06%
2019	\$ 93.74 to \$ 175.92	5.40%	\$ 32.91	4.04%

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

- Contents insurance
- Home insurance (freehold units only)
- Electricity
- Gas (for some units, the hot water system uses bottled gas)

- Water
- Telephone
- Internet
- Pay TV
- Other:

The cost of any additional or replacement keys, security fobs/swipes or remote controllers

If you request any variations to the unit during the term of your residency, you may be required to pay all or part of the costs of those variations

If you are entering into a separate Car Park Licence:

- Security loan for parking bay
- Monthly licence fee for parking bay

10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items

- Unit fixtures
- Unit fittings

in, on or attached to the units are residents responsible for and pay for while residing in the unit?

Unit appliances

None

Additional information

Without limitation, residents' responsibilities include the following (including all associated costs):

- any maintenance, repair or replacement undertaken by a resident, themselves or by engaging any third party (whether under warranty or not), whether the resident is obliged to do so or not;
- cleaning the interior or exterior of the unit or the maintenance, repair or replacement of any consumables or minor items within or relating to the unit (such as but not limited to) batteries, garage door clickers, light bulbs, tubes and starters (supply and replacement of the same will also incur a minimum labour charge if undertaken by the village operator), emergency personal pendants, security fobs/swipes, spot stain removal, painting, and removing oil and grease spills from garage floors;
- the resident must at all times maintain an operative phone service in the unit (see Item 8.2);
- at all times keeping in good working order and in a state of good repair the unit and every part thereof, including but not limited to, any fixtures, fittings, furnishings, equipment and other property both internal and external in, on or attached to the unit, either provided by the village operator, installed by the village operator as a Variation requested by the resident, installed by the resident or purchased by the resident in situ from the previous resident of the unit or the village operator as Purchased Chattels. This includes carrying out regular servicing, maintenance, repair (whether it is the result of fair wear and tear or not) and replacement (if they are worn out or cannot reasonably be repaired) with items of the same or similar quality to those in use when they were last replaced or installed);
- maintaining, repairing, replacing, upgrading or adapting any fixtures, fittings, furnishings, equipment and other property (including smoke alarms) both internal and external in and on the unit where such maintenance, repair, replacement, upgrading or adaptation is required by any municipal, government, semi government agency, legislative or statutory authorities;
- making good any damage and maintaining, repairing or replacing any breakage, defect or damage to the unit, communal facilities or adjoining premises where such breakage, damage or defect was caused by:
 - deliberate or unreasonable damage, want of care, negligence, misuse, abuse or any breach of the lease, the resident's residence contract, the *Retirement Villages Act 1999 (Qld)* or the by-laws of the village, by the resident or the resident's invitees or pet(s);

	<ul style="list-style-type: none"> ○ accelerated wear because of the resident’s actions or those of the invitees or pet(s) of the resident; or ○ anything else not covered by insurance due to the act, omission, neglect or default of the resident; ● keeping the external areas of the unit clean and tidy including cleaning of windows, cob webbing and sweeping of patios and porches; ● taking all proper precautions to keep the unit free of rodents, vermin, insects, pests, birds and wildlife and not doing anything that may attract pests or termites to the unit or do anything that may invalidate a warranty given under a termite treatment. General pest treatments (excluding termites) are the responsibility of the resident (such as ants, cockroaches and spiders both internal and external to the unit). <p>These principles apply except to the extent otherwise agreed in writing by the village operator and the resident.</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><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Note: The village management offers handyman maintenance services on a fee for service basis. Please refer to village management for further details, including the costs associated with these services.</p>
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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.....</p> <p>Exit fees are calculated as a percentage (set out in the applicable exit fee table below) of your Standard Ingoing Contribution, according to your Exit Fee Period, regardless of whether the Standard Option, 5% Discount Option or 10% Discount Option applies to you.</p> <p>The applicable exit fee table depends on the lease option that applies to you (see Item 9.2).</p> <p>In this document, “Exit Fee Period” means the period from (and including) the commencement date of your lease to (and including) the later of:</p> <p>(a) the date you cease to reside in the unit pursuant to termination of your lease; and</p> <p>(b) if your relative (within the meaning of the <i>Retirement Villages Act 1999 (Qld)</i>) has a right to reside in the unit under section 70B(2) of that Act, the sooner of the day the relative vacates the unit or</p>
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the day that is 3 months after the date on which your right to reside in the unit under the lease is terminated.

For simplicity, this document and any Prospective Costs Document given to you assume that the date of occupation of your unit and the commencement date of your lease are the same date, and that you cease to reside in the unit on the last day of the Exit Fee Period. However, this is subject to the terms of your residence contract and the *Retirement Villages Act 1999 (Qld)*.

Table A (Standard Option)

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	9% of your Standard Ingoing Contribution
2 years	18% of your Standard Ingoing Contribution
3 years	27% of your Standard Ingoing Contribution
4 years	36% of your Standard Ingoing Contribution
5 years	36% of your Standard Ingoing Contribution
10 years	36% of your Standard Ingoing Contribution

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

The maximum (or capped) exit fee is 36% of your Standard Ingoing Contribution after 4 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 9% of your Standard Ingoing Contribution, if the period of occupation is 1 day.

Table B (5% Discount Option)

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	13.5% of your Standard Ingoing Contribution
2 years	27% of your Standard Ingoing Contribution
3 years	40.5% of your Standard Ingoing Contribution
4 years	54% of your Standard Ingoing Contribution
5 years	54% of your Standard Ingoing Contribution
10 years	54% of your Standard Ingoing Contribution

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

The maximum (or capped) exit fee is 54% of your Standard Ingoing Contribution after 4 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 13.5% of your Standard Ingoing Contribution, if the period of occupation is 1 day.

Table C (10% Discount Option)

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	18% of your Standard Ingoing Contribution
2 years	36% of your Standard Ingoing Contribution
3 years	54% of your Standard Ingoing Contribution
4 years	72% of your Standard Ingoing Contribution
5 years	72% of your Standard Ingoing Contribution
10 years	72% of your Standard Ingoing Contribution

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

The maximum (or capped) exit fee is 72% of your Standard Ingoing Contribution after 4 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 18% of your Standard Ingoing Contribution, if the period of occupation is 1 day.

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

- Sale costs for the unit
- Legal costs
- Other costs:

Exit Administration Fee \$850

A share of any costs of engaging a registered valuer to determine the resale value of the right to reside in the unit, if the resident does not agree with the village operator's proposed resale value. The parties must share these valuation costs in the same ratio that they are to share the gross ingoing contribution paid by the next resident of the unit.

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

	<p><i>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 checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
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Part 13– Capital gain or losses

<p>13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?</p>	<p><input checked="" type="checkbox"/> No</p>
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Part 14 – Exit entitlement

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

<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 departing resident less:</p> <ul style="list-style-type: none"> (a) the Exit Fee (b) the cost of any reinstatement work (c) the cost of any other work for which the resident is responsible under the Lease including, subject to the Act, day-to-day maintenance, servicing, repairs, maintenance, replacements or removals that are required to be carried out to the unit and every part thereof, including but not limited to, any fixtures, fittings, furnishings, equipment and other property both internal and external in, on or attached to the unit, either provided by the village operator, installed by the village operator as a Variation requested by the resident, installed by the resident or purchased by the resident in situ from the previous resident of the unit or the village operator as Purchased Chattels and rectification of
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	<p>any consequential damage to the unit and reinstating the unit to its former layout and condition</p> <p>(d) outstanding General Services Charges, Maintenance Reserve Fund Contributions, Personal Services Charges or Car Park Licence Fees (if any)</p> <p>(e) Exit Administration Fee</p> <p>(f) the resident's share of the cost of any valuation of the right to reside in the unit</p> <p>(g) any other payments payable by the resident as provided in the Lease, the <i>Retirement Villages Act 1999 (Qld)</i> or any other agreement between the resident and the village operator that form part of the resident's residence contract or relate to the provision of services or goods to the resident in the village including any assistance monies (if applicable).</p>
<p>14.2 When is the exit entitlement payable?</p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ○ there is 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). <p>In addition, an operator is entitled to seek probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p>14.3 What is the turnover of units for sale in the village?</p>	<p>10 accommodation units were vacant as at the end of the last financial year</p> <p>5 accommodation units were resold during the last financial year</p> <p>8.5 months was the average length of time to sell a unit over the last three financial years</p>

Part 15– Financial management of the village

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

General Services Charges for the last 3 years

Financial Year	Deficit/Surplus	Change from previous year
2018 - 2019	\$32,941	64.02%
2017 - 2018	\$20,084	242%
2016 - 2017	(\$14,136)	(140%)

Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available
\$ 257,631
(as at 30 June 2019)

Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available
\$108,688
(as at 30 June 2019)

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.

By the end of each financial year, the village operator ensures that the Capital Replacement Fund contains the amount required for that financial year, as determined with the assistance of the quantity surveyor's report

OR

the village is not yet operating.

Part 16 – Insurance

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

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

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

16.1 Is the resident responsible for arranging any insurance cover?

If yes, the resident is responsible for these insurance policies:

Yes No

If yes, the resident is responsible for these insurance policies:

- The contents of the unit (excluding such of the fixtures, fittings, furnishings, equipment and other property both internal and external as are from time to time owned by the village operator), for an amount not less than their replacement value;
- Any vehicle, boat, trailer or caravan etc owned by the resident stored at the village against loss, theft, damage

	<p>or destruction for an amount not less than their replacement value;</p> <p>(c) Public liability claims in respect of anything occurring in the unit;</p> <p>(d) Workers compensation for any employee or contractor in the unit that the resident engages to carry out or provides services; and</p> <p>(e) Motorised scooters and buggies, including third party property damage, personal injury and death.</p>
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Part 17 – Living in the village

Trial or settling in period in the village

<p>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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Pets

<p>17.2 Are residents allowed to keep pets?</p> <p>If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>A pet is allowed with prior written consent of the Scheme Operator on completion of pet application form.</p> <p>Further details are available upon request.</p>
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Visitors

<p>17.3 Are there restrictions on visitors staying with residents or visiting?</p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The village operator's prior consent is required for visitors under the age of 18 years staying overnight or for other visitors staying more than 3 weeks. Otherwise, the resident is only required to notify the village operator in advance of any visitor staying overnight or up to 3 weeks. Visitors must not stay in the unit without the resident also being present. Further details are available on request.</p>
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Village by-laws and village rules

<p>17.4 Does the village have village by-laws?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

	If yes: Rules may be made available on request
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Resident input

17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i> <i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>
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Part 18 – Accreditation

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

19.1 Does the village maintain a waiting list for entry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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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
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund or maintenance reserve fund or Income and expenditure for general services at the end of the previous three financial years of the retirement village

- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.

Further Information

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

General Information

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

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

Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works
GPO Box 690, Brisbane, QLD 4001
Phone: 07 3008 3450
Email: regulatoryservices@hpw.qld.gov.au
Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.
1 Manning Street, South Brisbane, QLD 4101
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300
Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.
1 Manning Street, South Brisbane, QLD 4101
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: <https://caxton.org.au>

Queensland Law Society

Find a solicitor
Law Society House
179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: info@qls.com.au
Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au/