

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 February 2019



# Peninsula Palms

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 [peninsulapalms.com](http://peninsulapalms.com).
- 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](http://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](http://www.qls.com.au) or phone: 1300 367 757.

#### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

**The information in this Village Comparison Document is correct as at 1 February 2019 and applies to prospective residents. That information is subject to change. The 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

<b>1.1 Retirement village location</b>	Retirement Village Name: Peninsula Palms Retirement Village Street Address: 77- 93 Morris Road Suburb: Rothwell State: QLD Post Code: 4022
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: Redcliffe Assembly Australian Business Number (ABN): 96 943 089 731 Address: 75 Morris Road Suburb: Rothwell State: QLD Post Code: 4022
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): Redcliffe Assembly Australian Business Number (ABN): 96 943 089 731 Address: 75 Morris Road Suburb: Rothwell State: QLD Post Code: 4022 Date entity became operator: 9 <sup>th</sup> February 1995
<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details: Redcliffe Assembly

	<p>Australian Business Number (ABN): 96 943 089 731</p> <p>Phone: (07) 3897 2800      Email: admin@peninsulapalms.com</p> <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: 8:30 am – 4:30 pm</p>
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**Part 2 – Age limits**

<p><b>2.1 What age limits apply to residents in this village?</b></p>	<p>New residents must have attained the age of 55 years. We reserve the right to allow a person aged younger than the age limit in this item 2.1 to reside in the Village:</p> <ul style="list-style-type: none"> <li>(a) based on the personal, health or other circumstances of a prospective resident; or</li> <li>(b) where one member of a couple meets the age limit but the other member of the couple does not; or</li> <li>(c) where in our reasonable opinion, allowing the person to reside in the Village would not detract from the character of the Village as a place where older members of the community and retired persons reside.</li> </ul> <p>We reserve the right to amend the applicable age limits for the Village at any time.</p>
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**ACCOMMODATION, FACILITIES AND SERVICES**

**Part 3 – Accommodation units: Nature of ownership or tenure**

<p><b>3.1 Resident ownership or tenure of the units in the village is:</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Freehold (owner resident)</li> <li><input type="checkbox"/> Lease (non-owner resident)</li> <li><input checked="" type="checkbox"/> Licence (non-owner resident)</li> <li><input type="checkbox"/> Share in company title entity (non-owner resident)</li> <li><input type="checkbox"/> Unit in unit trust (non-owner resident)</li> <li><input type="checkbox"/> Rental (non-owner resident)</li> <li><input type="checkbox"/> Other</li> </ul> <p>Note: The village operator reserves the right to grant such occupancy rights in respect of vacant unit(s) in the village as the village operator considers appropriate (whether under agreements/arrangements which are governed by the <i>Retirement Villages Act 1999</i> (Qld) or not) at its discretion, based on demand, economic and other factors.</p>
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Accommodation types				
<b>3.2 Number of units by accommodation type and tenure</b>	There are 103 units in the village, comprising 101 single storey units; 2 two-storey units. No units in multi-storey building with levels			
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio				
- One bedroom			7	
- Two bedrooms			68	
- Three bedrooms			28	
Total number of units			103	
Access and design				
<b>3.3 What disability access and design features do the units and the village contain?</b>	<input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in some units <input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into some units <input checked="" type="checkbox"/> Step-free (hobless) shower in all units <input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in some units <input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in all units <input checked="" type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place – Grab rails in bathroom and toilet <input type="checkbox"/> None			
Part 4 – Parking for residents and visitors				
<b>4.1 What car parking in the village is available for residents?</b>	<input checked="" type="checkbox"/> All units with own garage or carport attached or adjacent to the unit <input checked="" type="checkbox"/> Other parking e.g. caravan or boat – one car space available for caravan parking. Restrictions on resident's car parking includes: Residents must park in the garage attached or adjacent to their unit. Residents are not permitted to park in the visitor parking.			
<b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No There is car parking allocated for visitors throughout the village and at the co-located community centre. Visitors can also park in residents' driveways in front of the garage if space permits, but are not permitted to obstruct walkways.			
Part 5 – Planning and development				

<p><b>5.1 Is construction or development of the village complete?</b></p>	<p>Year village construction started: 1994</p> <p><input type="checkbox"/> Fully developed / completed</p> <p><input checked="" type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p> <p>Note: The village operator reserves the right to further develop or redevelop the retirement village land or adjacent land owned by it, which may include further construction on the retirement village land or adjacent land, in the future.</p>
<p><b>5.2 Is there development approval or a development application pending for further development or redevelopment of the village?</b></p> <p>If yes to either:</p> <ul style="list-style-type: none"> <li>• Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</li> </ul>	<p>Development approval granted</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p> <p>Development application pending</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p> <p>Note: The residential aged care facility, which is co-located on the Land, may be extended in the future. A development approval has been obtained for the planned works. The village operator does not operate the residential aged care facility.</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:**

- |  |   |
|--|---|
| <input type="checkbox"/> Activities or games room                                    | <input type="checkbox"/> Medical consultation room  |
| <input type="checkbox"/> Arts and crafts room  | <input type="checkbox"/> Restaurant   |
| <input type="checkbox"/> Auditorium  | <input type="checkbox"/> Shop   |
| <input type="checkbox"/> BBQ area outdoors   | <input type="checkbox"/> Swimming pool  |
| <input type="checkbox"/> Billiards room  | <input type="checkbox"/> Separate lounge in community centre  |
| <input type="checkbox"/> Bowling green   | <input type="checkbox"/> Spa  |
| <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) | <input checked="" type="checkbox"/> Storage area for boats / caravans (subject to availability)       |
| <input type="checkbox"/> Chapel / prayer room  | <input type="checkbox"/> Tennis court   |
| <input type="checkbox"/> Communal laundries  | <input checked="" type="checkbox"/> Village bus or transport – twice per week to local shopping areas |
| <input type="checkbox"/> Community room or centre                                    | <input type="checkbox"/> Workshop   |
| <input type="checkbox"/> Dining room   | <input type="checkbox"/> Other  |
| <input checked="" type="checkbox"/> Gardens  | .....   |
| <input type="checkbox"/> Gym   | .....   |
| <input type="checkbox"/> Hairdressing or beauty room                                 | .....   |
| <input type="checkbox"/> Library   | .....   |
|  | .....   |

Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility):

Retirement village residents have access to a community centre located on the land (which is operated by the approved provider of the co-located aged care facility). Access to the community centre is shared with residents of the aged care facility.

The community centre includes the following additional facilities:

- Activities or games room;
- Arts and crafts room available to be booked by residents (note: residents must provide their own supplies and equipment);
- Outdoor barbeque area;
- Business centre;
- Dining room;
- Hairdressing or beauty room (operated on a user-pays basis by a third party nominated and approved by the village operator – residents to make their own arrangements with the third party);
- Library (books donated by residents);
- Lounge.

<p><b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Name of residential aged care facility and name of the approved provider:</p> <p>Aged care facility: Peninsula Palms Retirement Village</p> <p>Approved provider: Peninsula Palms Aged and Community Services Ltd</p>
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**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**

<p><b>7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?</b></p>	<p>General services means the services supplied, or made available, to all residents of the village and all services associated with any outgoings, costs and expenses which the village operator properly and reasonably incurs in connection with the ownership, operation, management and administration of the village, including, without limitation:</p> <ul style="list-style-type: none"> <li>• management and administration;</li> <li>• gardening and minor maintenance;</li> <li>• recreation or entertainment facilities;</li> <li>• administration and office;</li> <li>• audit fees;</li> <li>• bank charges;</li> <li>• day to day maintenance and repairs;</li> <li>• cleaning (including expenses and materials);</li> <li>• computer and IT;</li> <li>• electricity;</li> <li>• gardens and grounds (including expenses and materials);</li> <li>• income protection insurance;</li> <li>• emergency call system (on-call);</li> <li>• photocopying and printing;</li> <li>• postage;</li> <li>• rates and council charges;</li> <li>• recycling;</li> <li>• staff training;</li> <li>• telephones;</li> <li>• motor vehicle and mower expenses, including CTP insurance;</li> <li>• waste removal and disposal;</li> <li>• workplace health and safety;</li> <li>• insurance;</li> <li>• on costs – superannuation;</li> <li>• provision annual leave;</li> <li>• provision long service leave;</li> </ul>
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	<ul style="list-style-type: none"> <li>• wages – administration, cleaning, finance/payroll, gardens and grounds, IT support, maintenance, management, security;</li> <li>• staff sickness and accident insurance;</li> <li>• wages allocated to Maintenance Reserve Fund/Capital Replacement Fund and wage recoveries from other entities;</li> <li>• water and sewerage;</li> <li>• Work Cover.</li> </ul> <p>The following items are not included in the General Services Charge:</p> <ul style="list-style-type: none"> <li>• amounts payable directly by residents under or in connection with their residence contract or the Act;</li> <li>• amounts payable for or towards replacing the village’s capital items that are properly payable out of the Capital Replacement Fund;</li> <li>• amounts payable for or towards maintaining or repairing the village’s capital items that are properly payable out of the Maintenance Reserve Fund; or</li> <li>• amounts payable for or towards costs awarded by QCAT against the village operator.</li> </ul>
<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Midday meals are available for purchase by residents Monday – Friday in the Community Centre.</p> <p>Meals are supplied by the approved provider of the co-located residential aged care facility at the following prices:</p> <ul style="list-style-type: none"> <li>• One course = \$7.00</li> <li>• Two courses = \$8.50</li> </ul>
<p><b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</b></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><b>Note:</b> 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><b>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</b></p>	



## Part 8 – Security and emergency systems

<p><b>8.1 Does the village have a security system?</b></p> <p>If yes:</p> <ul style="list-style-type: none"> <li>the security system details are:</li> <li>the security system is monitored between:</li> </ul>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>There are CCTV cameras throughout the village. Security staff members monitor these cameras and walk through the village to the Aged Care facility nightly. Residents can use the emergency call system for any security issues, which will notify both onsite security and the police.</p> <p>Onsite security are usually present from 6.00 pm to 6.00 am 7 days per week.</p>
<p><b>8.2 Does the village have an emergency help system?</b></p> <p>If yes or optional:</p> <ul style="list-style-type: none"> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	<p><input checked="" type="checkbox"/> Yes - all residents   <input type="checkbox"/> Optional   <input type="checkbox"/> No</p> <p>The emergency help system that we use is Tunstall. Residents can activate the system for medical emergencies and any out of hours maintenance or security issues. Tunstall will notify staff via email of any activation and the reason it occurred.</p> <p>The emergency call system is monitored 24 hours a day, 7 days a week</p>
<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b></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</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.*

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>
	Independent living units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$ 220,000.00 to \$270,000.00
	- Two bedrooms	\$ 289,000.00 to \$360,000.00
	- Three bedrooms	\$ 370,000.00 to \$425,000.00
	Serviced units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$ ..... to \$.....
	- Two bedrooms	\$ ..... to \$.....
	- Three bedrooms	\$ ..... to \$.....
	Other	\$ ..... to \$.....
	<b>Full range of ingoing contributions for all unit types</b>	\$220,000.00 to \$425,000.00

**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

Residents may select from four contract options. In selecting their preferred contract option, residents may elect to pay a lower ingoing contribution upon entry to the village, in return for paying a higher exit fee upon departure from the village. These contract options may be summarised as follows:

Contract Option	Percentage of Current List Price payable	Relevant Exit Fee Table – refer Item 11.1	Maximum Exit Fee Percentage (based on the Current List Price)
Option A	100%	Table A	30%
Option B	90%	Table B	32%
Option C	80%	Table C	34%
Option D	70%	Table D	36%

In this document, “Current List Price” means the ingoing contribution that would be payable by you if you entered into an “Option A” residence contract, at the time you are granted the licence to occupy the unit under your residence contract.

The village operator reserves the right at any time to vary the contract options it offers other residents of the village (including any subsequent resident of your unit). Without limitation, the village operator's right in this regard includes the right:

- (a) to introduce or discontinue one or more contract options;
- (b) to change the units or number of units in respect of which the village operator offers one or more contract options;
- (c) not to offer one or more contract options in respect of one or more units; or
- (d) to vary the details of one or more of the contract options.

**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
- Administration cost of \$400

**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	\$100.97	\$8.41 - \$9.52
- Two bedrooms	\$106.99	\$9.41 - \$15.00
- Three bedrooms	\$112.91 - 118.26	\$15.43 - \$22.33

Other		
- Two Bedrooms Small	\$100.97	\$9.41
- Two Bedrooms Standard	\$106.99	\$11.60
- Three Bedrooms Standard	\$112.91	\$15.43
- Three Bedrooms Large	\$112.91 – \$118.26	\$18.94 – \$20.80
- Three Bedrooms Large Mod	\$112.91	\$17.62 - \$19.17
- Three Bedrooms Double Storey	\$114.36	\$22.33

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

Financial year	General Services Charge (range) <i>(weekly)</i>	Overall % change from previous year <i>(+ or -)</i>	Maintenance Reserve Fund contribution (range) <i>(weekly)</i>	Overall % change from previous year <i>(+ or -)</i>
2017/18	\$96.50 to \$112.50	-0.5% to -0.9%	\$10.50 to \$24.00	+5.0% to +9.1%
2016/17	\$97.00 to \$113.50	-2.0% to -1.7%	\$10.00 to \$22.00	+11.1% to +4.8%
2015/16	\$99.00 to \$115.50	-2.9% to -5.3%	\$9.00 to \$ 21.00	+12.5% to +20.0%

<b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b>	<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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<b>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?</b>	<input type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings (including optional improvements) <input type="checkbox"/> Unit appliances <input type="checkbox"/> None  Additional information  Residents' fortnightly fees cover all day-to-day maintenance and replacement costs that occur as a result of normal wear, tear and usage, except for light globes. We will change a light globe but residents must pay for the replacement globe.  In accordance with the Act, residents are responsible for the cost of repairing accelerated wear or damage which is not fair wear and tear.
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	Residents are also responsible for maintaining any optional improvements to their unit.
<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b> If yes: provide details, including any charges for this service.</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Minor day-to-day maintenance is included in the general services charge paid by residents. For other maintenance, the village operator employs an electrician and maintenance men, which are available to residents on a user-pays basis. Their rate is \$20.00 per half hour or part thereof.</p>

**Part 11– Exit fees - when you leave the village**

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

<p><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b></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  <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  <input type="checkbox"/> No exit fee  <input type="checkbox"/> Other .....</p> <p>For the purposes of this item 11.1:</p> <p>(a) <b>Agreed Date of Entry</b> means, unless otherwise agreed, the earlier of the date the resident commences occupying the accommodation unit or the date the resident is entitled to commence occupying the accommodation unit; and</p> <p>(b) <b>Exit Date</b> means the later of the following:</p> <p>(i) the day the resident ceases to reside in the accommodation unit; or</p> <p>(ii) if a relative of the resident resides in the accommodation unit under section 70B(2) of the Act – the sooner of the following days –</p> <p>(1) the day the relative vacates the accommodation unit;</p> <p>(2) the day that is 3 months after the resident’s right to reside in the accommodation unit under the residence contract is terminated under the Act.</p> <p>Exit fees are calculated as a percentage (set out in the applicable exit fee table below) of the Current List Price of your accommodation unit, according to the period from (and including) the Agreed Date of Entry to (and including) your Exit Date.</p> <p>The applicable exit fee table depends on the contract option selected by you before you entered into your residence contract (see Item 9.2).</p> <p>For simplicity, this document and any Prospective Costs Document given to you assume that the date of occupation of your unit and the Agreed Date of Entry are the same date, and that you cease to reside</p>
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in the unit on the Exit Date. However, this is subject to the terms of your residence contract and the *Retirement Villages Act 1999 (Qld)*.

**Table A – Contract Option A**

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on your unit's current list price at the date of signing your residence contract (Current List Price)
1 year	9% of the Current List Price
2 years	18% of the Current List Price
3 years	25% of the Current List Price
4 years	28% of the Current List Price
5 years	30% of the Current List Price
10 years	30% of the Current List Price

**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 30% of the Current List Price after 5 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 9% of the Current List Price, if the period of occupation is one day.

**Table B – Contract Option B**

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on your unit's current list price at the date of signing your residence contract (Current List Price)
1 year	10% of the Current List Price
2 years	20% of the Current List Price
3 years	27% of the Current List Price
4 years	30% of the Current List Price
5 years	32% of the Current List Price
10 years	32% of the Current List Price

**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 32% of the Current List Price after 5 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 10% of the Current List Price, if the period of occupation is one day.

**Table C – Contract Option C**

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on your unit's current list price at the date of signing your residence contract (Current List Price)
1 year	11% of the Current List Price
2 years	21% of the Current List Price
3 years	29% of the Current List Price
4 years	32% of the Current List Price
5 years	34% of the Current List Price
10 years	34% of the Current List Price

**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 34% of the Current List Price after 5 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 11% of the Current List Price, if the period of occupation is one day.

**Table D – Contract Option D**

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on your unit's current list price at the date of signing your residence contract (Current List Price)
1 year	11% of the Current List Price
2 years	22% of the Current List Price
3 years	31% of the Current List Price
4 years	34% of the Current List Price

5 years	36% of the Current List Price
10 years	36% of the Current List Price
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 36% of the Current List Price after 5 years of residence.</p> <p>The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 11% of the Current List Price, if the period of occupation is one day.</p>	

<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input type="checkbox"/> Sale costs for the unit <input type="checkbox"/> Legal costs <input type="checkbox"/> Other costs <i>[specify]</i> .....
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**Part 12 – Reinstatement and renovation of the unit**

<b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i> <ul style="list-style-type: none"> <li>• fair wear and tear; and</li> <li>• renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b>	<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.
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## Part 13– Capital gain or losses

**13.1** When the resident's interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?

No

## Part 14 – Exit entitlement

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

**14.1** How is the exit entitlement which the operator will pay the resident worked out?

Ingoing Contribution paid by resident

Minus the sum of:

- the Exit Fee calculated under the resident's contract;
- any outstanding or overdue maintenance reserve fund contributions, general service charges or personal service charges;
- any outstanding amounts for the cost of repairs required during the term of the residence contract;
- any outstanding amounts for the costs of Reinstatement Work;
- if applicable, the difference between the agreed resale value and the amount of an offer for a right to reside accepted by the resident which is less than the agreed value;
- any other amounts outstanding for payments made by Redcliffe Assembly on behalf of the resident under the residence contract or the Act; and
- any other amounts owing or other adjustments, deductions, charges, interest or payments to be made under the residence contract or the Act.

**14.2** When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract
  - no date is stated in the residence contract
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

	<p>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p>5 accommodation units were vacant as at the end of the last financial year</p> <p>7 accommodation units were resold during the last financial year</p> <p>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
2015/16	\$197,903	23.4%
2016/17	\$188,922	-4.75%
2017/18	\$156,899	-16.9%

Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available

\$98,766

Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available

\$254,328

Note: Notwithstanding the above balance, as at 30 June 2018, the Capital Replacement Fund owes a debt of \$41,542 to the village operator for capital replacement expenditure.

Percentage of a resident ingoing contribution applied to the Capital Replacement Fund

(As below)%

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.

The village operator makes a contribution to the Capital Replacement Fund at the beginning of the financial year, although these contributions are not made from the Ingoing Contribution. The amount contributed annually is based on the quantity surveyor's report which projects expenses and contributions over 10 years.

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.

<p><b>16.1 Is the resident responsible for arranging any insurance cover?</b> If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies: Personal Contents and Personal Liability Insurance.</p>
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**Part 17 – Living in the village**

***Trial or settling in period in the village***

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

<p><b>17.2 Are residents allowed to keep pets?</b></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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***Visitors***

<p><b>17.3 Are there restrictions on visitors staying with residents or visiting?</b></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>Residents are required to inform the office of how many visitors they have staying in the unit for fire safety reasons.</p> <p>A written request to management should be made if your visitor is staying for longer than a month.</p> <p>Residents are also required to inform the village operator of the date their visitor/s cease occupying or using the unit.</p>
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***Village by-laws and village rules***

<p><b>17.4 Does the village have village by-laws?</b></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>
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<p><b>17.5 Does the operator have other rules for the village.</b></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>
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***Resident input***

<p><b>17.6 Does the village have a residents committee established</b></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<b>under the Retirement Villages Act 1999?</b>	<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>
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**Part 18 – Accreditation**

<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<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**

<b>19.1 Does the village maintain a waiting list for entry?</b> If yes, • what is the fee to join the waiting list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> No fee
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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](http://www.hpw.qld.gov.au)

## General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options: [www.qld.gov.au/seniorsliving](http://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](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://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](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://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](http://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](mailto:caxton@caxton.org.au)

Website: [Error! Hyperlink reference not valid. https://caxton.org.au](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](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://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](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://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](http://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/](http://www.livablehousingaustralia.org.au/)