



## Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019



Name of village: The Village on the Downs

### 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.thevillage.com.au/villages/on-the-downs/>
- 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.**

**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: The Village on the Downs  Street Address: 63-65 Drayton Road  Suburb: Harristown  State: Queensland  Post Code: 4350
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: JH Downs Pty Ltd ACN 618 924 226; JH Downs Pty Ltd ACN 618 924 226 as Trustee under Instrument 718397257; ME & CM Harrison (Downs) Pty Ltd ACN 618 978 260; ME & CM Harrison (Downs) Pty Ltd ACN 618 978 260 as Trustee under Instrument 718397257  (collectively referred to in this Village Comparison Document as <b>The Village on the Downs Partnership</b> )  Australian Company Number (ACN): Not applicable.  Address: Ground floor, 144 Arthur Street  Suburb: Fortitude Valley  State: Queensland  Post Code: 4006
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): The Village on the Downs Partnership

	<p>Australian Company Number (ACN): Not applicable.</p> <p>Address: Ground floor, 144 Arthur Street</p> <p>Suburb: Fortitude Valley</p> <p>State: Queensland</p> <p>Post Code: 4006</p> <p>Date entity became operator: 8 February 2018</p>
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<b>1.4 Village management and onsite availability</b>	<p>Name of village management entity and contact details: Retirement Village Managers Pty Ltd</p> <p>Australian Company Number (ACN): 117 850 843</p> <p>Phone: 07 4636 7797</p> <p>Email: <a href="mailto:manager@thevillage.com.au">manager@thevillage.com.au</a></p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time  <input type="checkbox"/> Part time  <input type="checkbox"/> By appointment only  <input type="checkbox"/> None available  <input type="checkbox"/> Other:</p> <p>Onsite availability includes:</p> <p>Weekdays: 8:30am – 4:30pm  Weekends: No availability</p>
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## Part 2 – Age limits

<b>2.1 What age limits apply to residents in this village?</b>	<p>Occupants must be at least 65.</p> <p>The scheme operator reserves the right to decline an application and to change the age criteria.</p>
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## ACCOMMODATION, FACILITIES AND SERVICES

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

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<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 type="checkbox"/> Rental (non-owner resident)</p>
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	<input type="checkbox"/> Other
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**Accommodation types**

<b>3.2 Number of units by accommodation type and tenure</b>	There are 257 units in the village, comprising 257 single story units.
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Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio				
- One bedroom				
- Two bedrooms		123		
- Three bedrooms		134		
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units		257		

**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 <input checked="" type="checkbox"/> all <input type="checkbox"/> some units <input type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input type="checkbox"/> some units <input checked="" type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units <input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place: ..... <input type="checkbox"/> None
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**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 type="checkbox"/> All / Some [unit type]units with own garage or carport separate from the unit <input type="checkbox"/> All / Some [unit type] units with own car park space adjacent to the unit <input type="checkbox"/> All / Some [unit type] units with own car park space separate from the unit <input checked="" type="checkbox"/> General car parking for residents in the village <input checked="" type="checkbox"/> Other parking: Community centre parking
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	<input type="checkbox"/> [insert number/unit type] units with no car parking for residents <input type="checkbox"/> No car parking for residents in the village  Restrictions on resident's car parking include:
<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  Available on request.

**Part 5 – Planning and development**

<b>5.1 Is construction or development of the village complete?</b>	Year village construction started: 2001 <input checked="" type="checkbox"/> Fully developed / completed <input type="checkbox"/> Partially developed / completed <input type="checkbox"/> Construction yet to commence  <i>Note from the scheme operator: It is proposed that the following work will be carried out to the village in the future, which may constitute 'redevelopment' for the purposes of section 113C of the Retirement Villages Act 1999:</i>  Nil.
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<b>5.2 Is there development approval or a development application pending for further development or redevelopment of the village?</b>	Development approval granted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Development application pending <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Note: see notice at end of document regarding inspection of the development approval documents.
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**Part 6 – Facilities onsite at the village**

<b>6.1 The following facilities are currently available to residents:</b>	<input checked="" type="checkbox"/> Activities or games room <input type="checkbox"/> Arts and crafts room <input checked="" type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input checked="" type="checkbox"/> Billiards room <input checked="" type="checkbox"/> Bowling green [indoor]	<input type="checkbox"/> Medical consultation room <input type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input type="checkbox"/> Swimming pool [indoor / outdoor] [heated / not heated] <input type="checkbox"/> Separate lounge in community centre
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	<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 type="checkbox"/> Gym <input type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Spa [indoor/outdoor] [heated / not heated] <input type="checkbox"/> Storage area for boats/caravans <input type="checkbox"/> Tennis court [full/half] <input type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input type="checkbox"/> Other:
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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).

When accessing the community facilities, residents' visitors must be supervised at all times.

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

Yes  No

Name of residential aged care facility and name of the approved provider:

**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' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Managing the community areas and facilities.
- Managing security at the retirement village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining fire-fighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning, maintaining and repairing the community areas and facilities.

	<ul style="list-style-type: none"> <li>• Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).</li> <li>• Monitoring and eradicating pests.</li> <li>• Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>• Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>• Maintaining any licences required in relation to the retirement village.</li> <li>• Paying operating costs in connection with the ownership and operation of the retirement village.</li> <li>• Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>• Complying with the <i>Retirement Villages Act 1999</i>.</li> <li>• Any other general service funded via a general services charges budget for a financial year.</li> </ul>
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<b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Handyman maintenance services are available on a fee for service basis. Please refer to village management for further details, including details of the costs associated with these services.
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<b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</b>	<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: .....)  <input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: The Village Care Managers ID 26844  <input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services
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**Note:** Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.  
**Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.**

**Part 8 – Security and emergency systems**

<b>8.1 Does the village have a security system?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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<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>Closed circuit television cameras are installed throughout the village. The cost of these services are included in the general services charge.</p> <p>CCTV is monitored, 24 hours per day, seven 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>Call points are installed in units and community centres to be triggered by residents in the event of an emergency. The emergency call system is operated and administered by an external provider, Tunstall Healthcare who will call an ambulance for the resident (if required). The cost of this service is included in the general services charge.</p> <p>24 hours per day, seven days per 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>Fire extinguishers, defibrillator and medical alarm</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.*

<p><b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b></p>	<p><b>Accommodation Unit</b></p>	<p><b>Range of ingoing contribution</b></p>
	<p>Independent living units</p>	
	<p>- Studio</p>	
	<p>- One bedroom</p>	
	<p>- Two bedrooms</p>	<p>\$ 260,000 to \$290,000</p>
	<p>- Three bedrooms</p>	<p>\$ 310,000 to \$365,000</p>
	<p>Serviced units</p>	
	<p>- Studio</p>	
	<p>- One bedroom</p>	
	<p>- Two bedrooms</p>	



	- Three bedrooms	
	Other	
	<b>Full range of ingoing contributions for all unit types</b>	\$ 260,000 to \$365,000

**9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?**

If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.

Yes  No

Please contact the scheme operator if more information is required.

**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: Lease registration costs, surveying costs for lease plan

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

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

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

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio		
- One bedroom		
- Two bedrooms		

- Three bedrooms		
Serviced Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Other		
All units pay a flat rate	\$86.75	\$8.26

**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 -)
2017/18	\$84.91	3.5%	\$7.98	0.8%
2016/17	\$82.05	2.2%	\$7.92	4.3%
2015/16	\$80.25	3.9%	\$7.59	8.1%

<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:
<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 checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None  Additional information:	
<b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Handyman and maintenance services are available for \$30 per hour and \$10 for up to fifteen minutes (not including materials).	

**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 checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><input type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other</p> <p>7.25% of the ingoing contribution for the first year of residence, plus 6% for the second year, plus 6% for the third year, plus 4.75% for the fourth year, plus 4% for the fifth year, plus 4% for the sixth year, plus 2% for the first six months of the seventh year up to a maximum of six years and six months (34%).</p> <p><b>Daily basis</b></p> <p>All exit fee components are calculated on a pro-rata daily basis for partial years of residence.</p>
<p>Time period from date of occupation of unit to the date the resident ceases to reside in the unit</p>	<p>Exit fee percentage</p>
<p>1 year</p>	<p>7.25% of your ingoing contribution</p>
<p>2 years</p>	<p>13.25% of your ingoing contribution</p>
<p>3 years</p>	<p>19.25% of your ingoing contribution</p>
<p>4 years</p>	<p>24% of your ingoing contribution</p>
<p>5 years</p>	<p>28% of your ingoing contribution</p>
<p>6 years</p>	<p>32% of your ingoing contribution</p>
<p>7 years</p>	<p>34% of your ingoing contribution</p>
<p>10 years</p>	<p>34% of your ingoing contribution</p>
<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 34% of your ingoing contribution after six years and six months of residence.</p> <p>The minimum exit fee is 7.25% of your ingoing contribution x 1/365.</p> <p><b>Note from the scheme operator:</b> The minimum exit fee is for 1 day of residence.</p>	
<p><b>11.2 What other exit costs do residents</b></p>	<p><input checked="" type="checkbox"/> Sale costs for the unit</p>

<b>need to pay or contribute to?</b>	<input checked="" type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: Surrender of Lease registration costs
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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>• <i>fair wear and tear; and</i></li> <li>• <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i></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 type="checkbox"/> Yes, all residents pay ..... % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)  <input type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays .....% of any renovation costs  <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**

<b>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?</b>	<input type="checkbox"/> Yes, the resident’s share of the <b>capital gain</b> is ..... % the resident’s share of the <b>capital loss</b> is ..... % OR is based on a formula .....  <input type="checkbox"/> Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b> option the resident’s share of the <b>capital gain</b> is ..... % the resident’s share of the <b>capital loss</b> is ..... % OR is based on a formula .....
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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?**

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident.

When the ingoing contribution is repaid to the resident, the resident must pay:

- the exit fee
- the costs of the reinstatement work (if any)
- the resident's share of costs of sale
- any other costs the resident is liable to pay under the residence contract

**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
  - which is 18months after the termination of the residence contract
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

**14.3 What is the turnover of units for sale in the village?**

Eight accommodation units were vacant as at the end of the last financial year

Fifteen accommodation units were resold during the last financial year

Three months was the average length of time to sell a unit over the last three financial years

## Part 15 – Financial management of the village

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

### General Services Charges for the last 3 years

Financial Year	Deficit/Surplus	Change from previous year
2017/18	-\$46,312	N/A
2016/17	\$12,297	N/A
2015/16	\$37,162	N/A

	<p>Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available</p>	<p>\$304,722</p>
	<p>Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available</p> <p>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</p> <p>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.</p>	<p>\$260,959</p> <p>N/A (the scheme operator undertakes to make sufficient funds available to meet all capital replacement costs using the quantity surveyor's report as a guide for likely expenditure)</p>
	<p>OR</p> <p><input type="checkbox"/> the village is not yet operating.</p>	

## Part 16 – Insurance

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

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

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

### 16.1 Is the resident responsible for arranging any insurance cover?

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

Yes  No

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

- Contents insurance (for the resident's property in the unit)
- Public liability insurance (for incidents occurring in the resident's unit)
- Workers' compensation insurance (for the resident's employees or contractors)
- Third-party insurance (for the resident's motor vehicles or mobility devices)

## Part 17 – Living in the village

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

#### 17.1 Does the village offer prospective residents a trial period or a settling in period in the village?

Yes  No

<b>Pets</b>	
<p><b>17.2 Are residents allowed to keep pets?</b></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>Pets are welcome, subject to conditions and scheme operator consent.</p>
<b>Visitors</b>	
<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>Visitors may stay with a resident for up to one month (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent.</p>
<b>Village by-laws and village rules</b>	
<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>
<p><b>17.5 Does the operator have other rules for the village.</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>If yes: Rules may be made available on request.</p>
<b>Resident input</b>	
<p><b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
<b>Part 18 – Accreditation</b>	
<p><b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b></p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:</p>
<p><b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.</p>	

## Part 19 – Waiting list

**19.1 Does the village maintain a waiting list for entry?**

Yes  No

### 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>

## 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/)