

## 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 Manly

### 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/manly/>
- 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 30 May 2022 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 Manly  Street Address: 162 Oceana Terrace  Suburb: Manly  State: Queensland  Post Code: 4179
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of landowner: The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979  Australian Company Number (ACN): Not applicable.  Address: Ground floor, 373 Ann Street  Suburb: Brisbane  State: Queensland  Post Code: 4000
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): The Corporation of the Synod of the Diocese of Brisbane ABN 39 906 010 979  Australian Company Number (ACN): Not applicable.

	<p>Address: 373 Ann Street</p> <p>Suburb: Brisbane</p> <p>State: Queensland</p> <p>Post Code: 4000</p> <p>Date entity became operator: 7 October 2002</p>
<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details: Retirement Village Managers Pty Ltd as trustee for RV Managers Unit Trust</p> <p>Australian Company Number (ACN): 117 850 843 (ABN: 70 110 251 679)</p> <p>Phone: 07 3854 3737</p> <p>Email: <a href="mailto:info@thevillage.com.au">info@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>
<p><b>1.5 Approved closure plan or transition plan for the retirement village</b></p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>

## Part 2 – Age limits

### 2.1 What age limits apply to residents in this village?

Occupants must be at least 65.

The scheme operator reserves the right to decline an application and to change the age criteria.

## ACCOMMODATION, FACILITIES AND SERVICES

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

#### 3.1 Resident ownership or tenure of the units in the village is:

- Freehold (owner resident)  
 Lease (non-owner resident)  
 Licence (non-owner resident)  
 Share in company title entity (non-owner resident)  
 Unit in unit trust (non-owner resident)  
 Rental (non-owner resident)  
 Other

#### Accommodation types

#### 3.2 Number of units by accommodation type and tenure

On completion of stages 1 and 2 of development, there will be 112 units in the village, comprising:

- 12 single storey units (**existing bungalows**); and
- 100 units in 4 x multi-storey buildings ranging from 4 to 6 levels.

**Note from the scheme operator:** While there are currently only 14 accommodation units at the retirement village, 100 new accommodation units are intended to be constructed by the scheme operator over 2 stages. On completion of the two stages, there will be 112 units in the Village. Please refer to part 5 for an outline of the development.

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio				
- One bedroom		1		
- Two bedrooms		15	9	3
- Three bedrooms		84		
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other – 4 bedroom/penthouse				
Total number of units		100	9	3

**Note from the scheme operator:** The above accommodation units include the existing bungalows in the Village and the new units intended to be constructed by the scheme operator. Please refer to part 5 for an outline of the development.

**Access and design**

**3.3 What disability access and design features do the units and the village contain?**

- Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in all some units
- Alternatively, a ramp, elevator or lift allows entry into all some units
- Step-free (hobless) shower in all some units
- Width of doorways allow for wheelchair access in all some units
- Toilet is accessible in a wheelchair in all  some units
- Other key features in the units or village that cater for people with disability or assist residents to age in place:  
 .....  
 None

**Part 4 – Parking for residents and visitors**

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

- All units with own garage or carport attached or adjacent to the unit
  - All / Some [unit type] units with own garage or carport separate from the unit
  - All / Some [unit type] units with own car park space adjacent to the unit
  - All units with own car park space separate from the unit
  - General car parking for residents in the village
  - Other parking: Community centre parking
  - [insert number/unit type] units with no car parking for residents
  - No car parking for residents in the village
- Restrictions on resident’s car parking include: n/a

**4.2 Is parking in the village available for visitors?**

- Yes  No
- Available on request.

If yes, parking restrictions include

**Part 5 – Planning and development**

**5.1 Is construction or development of the village complete?**

- Year village construction started: 2021
- Fully developed / completed
- Partially developed / completed
- Construction yet to commence

	<p><b>Note from the scheme operator:</b> <i>It is anticipated that construction of stages 1 and 2 will commence around July 2023. Please refer to part 5 for an outline of the development.</i></p>
<p><b>5.2 Construction, development applications and development approvals</b></p> <p>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i></p> <p>A Development Permit for Material Change of Use for Retirement Facility and a Development Permit for Building Work on a Queensland Heritage Place was approved by His Honour Judge Everson in the Planning and Environment Court (Appeal Number 1201 of 2019) on 13 December 2019 (<b>Development Approval</b>).</p> <p>Subject to further approvals from relevant authorities, the scheme operator intends to progressively develop the village in up to four stages, comprising:</p> <ul style="list-style-type: none"> <li>• the two stages approved in the Development Approval. The development of these two stages will consist of construction of four multi-storey buildings, which contain 100 new accommodation apartments, basement carparking and new community facilities; and</li> <li>• up to two further stages in the location of the existing bungalows in the village, which will be the subject of a further development application for approval for up to four multi-storey buildings. These buildings are proposed to contain up to 100 accommodation apartments, basement carparking and facilities.</li> </ul> <p><b>Note from the scheme operator:</b> <i>A draft 'future redevelopment plan' showing the two stages approved in the Development Approval and the two further proposed stages in the location of the existing bungalows is available from the scheme operator on request. The scheme operator notes that the location, size and configuration of each stage is indicative only and the final location, size and configuration of the improvements in each stage is subject to change.</i></p> <p><b>Stage 1</b></p> <p>Stage 1 will include construction of:</p> <ul style="list-style-type: none"> <li>• Building B1, which is four (4) storeys in height (excluding basement) and contains approximately 23 accommodation apartments;</li> <li>• Building B2, which is four (4) storeys in height (excluding basement) and contains approximately 23 accommodation apartments; and</li> <li>• Construction of basement car parking.</li> </ul> <p><b>Stage 2</b></p> <p>Stage 2 includes construction of:</p> <ul style="list-style-type: none"> <li>• Building B3, which is six (6) storeys in height (excluding basement) and contains approximately 25 accommodation</li> </ul>

- apartments;
- Building B4 which is six (6) storeys in height (excluding basement) and contains approximately 29 accommodation apartments;
- new community facilities in the basement and on level 1 of Buildings B3 and B4;
- basement car parking; and
- the bowling green.

The scheme operator notes that the facilities above may be located in multifunctional areas. The location, size and configuration of each facility is indicative only and the final location, size and configuration of these facilities are subject to change.

### **Further stages**

The area where the existing bungalows are located (the future stage redevelopment area) is proposed to be redeveloped in accordance with a varied or new development approval (subject to council approval) by constructing up to four (4) multi-storey buildings ranging from 4 to 8 levels with basement carparking and approximately 100 accommodation units comprising 2 and 3 bedrooms.

The redevelopment work will include:

- demolition of improvements;
- construction works to build the new buildings and facilities;
- landscaping work; and
- temporary and permanent changes to access roads and footpaths within the future stage redevelopment area.

**Note from the scheme operator:** *Construction vehicles for the further stages may access and depart the future stage redevelopment area via the stage 1 and stage 2 access road.*

### **Completed village**

When construction is complete the village is intended to comprise of:

- A mix of 1, 2 and 3 bedroom apartments;
- New recreational and lifestyle facilities which are proposed to include the following:
  - restaurant and café (goods and services provided on a user-pays basis);
  - library;
  - craft room;
  - outdoor BBQ;
  - bowling green;
  - gymnasium;
  - yoga/dance room;
  - cinema;
  - heated swimming pool;
  - beauty and hair salon (services provided on a user-pays basis);
  - medical suites (services provided on a user-pays basis)
  - club lounge; and
  - billiards room.

During construction of the new improvements on the village land and until the new community facilities are completed in Stage 2, residents will continue to have access to the existing building called Lota House. When the new community facilities are constructed and available for use by residents, Lota House will cease to be a temporary community centre and will then only be available for use by residents of E.M. Tooth Memorial Residential Aged Care Home.

Some or all of the above proposed construction or dealings with the Village Land may constitute 'redevelopment' for the purposes of section 113C of the *Retirement Villages Act 1999*.

### **Residence contract**

Residents of the village will be required to acknowledge the following in the residence contract:

- construction activity may be ongoing when the resident moves into the village;
- amenity impacts may arise as a result of or in connection with all or parts of the construction; and
- the scheme operator reserves the right at its discretion to:
  - construct the village in stages;
  - construct further accommodation units, including as part of future stages at the village;
  - alter the type, size, configuration or design of the units;
  - relocate, reconfigure, renovate, redevelop, extend and/or improve any facilities;
  - subdivide or further subdivide a lot comprising the Village Land;
  - construct additional rooms or areas in the village to be used for the purpose of office, temporary accommodation or administration; and
  - alter the size of the village, by incorporating additional or adjoining land into the Village or disposing of, or removing, land forming part of the village.

See 'Access to documents' notice at end of document regarding inspection of the development approval documents.

### **Timing**

Subject to factors that are beyond the scheme operator's control, such as timing for approvals, weather events, strikes and restrictions arising under public health directions in response to the COVID-19 public health emergency, it is anticipated that construction of stages 1 and 2 will commence around July 2023.

Construction of future stages will commence when required approvals have been obtained and the relevant existing bungalows are vacant.

The construction of all accommodation units will be determined by the scheme operator at its discretion based on demand, economic and other factors such as the availability of finance and general market



	<p>conditions. The above dates are an estimate only as at the date of this document and the scheme operator does not guarantee that construction will begin on these dates.</p>
<p><b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b></p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><b>Note from the scheme operator:</b> <i>The redevelopment plan for the village was approved by the residents on 8 December 2020.</i></p> <p><i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</i></p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>

**Part 6 – Facilities onsite at the village**

<p><b>6.1 The following facilities are currently available to residents:</b></p>	<p><input type="checkbox"/> Activities or games room</p> <p><input checked="" type="checkbox"/> Arts and crafts room</p> <p><input type="checkbox"/> Auditorium</p> <p><input checked="" type="checkbox"/> BBQ area outdoors</p> <p><input checked="" type="checkbox"/> Billiards room</p> <p><input checked="" type="checkbox"/> Bowling green [outdoor]</p> <p><input type="checkbox"/> Business centre (e.g. computers, printers, internet access)</p> <p><input checked="" type="checkbox"/> Chapel /prayer room</p> <p><input type="checkbox"/> Communal laundries</p> <p><input type="checkbox"/> Community room or centre</p> <p><input checked="" type="checkbox"/> Dining room</p> <p><input checked="" type="checkbox"/> Gardens</p> <p><input checked="" type="checkbox"/> Gym</p> <p><input checked="" type="checkbox"/> Hairdressing or beauty room</p> <p><input checked="" type="checkbox"/> Library</p>	<p><input checked="" type="checkbox"/> Medical consultation room</p> <p><input checked="" type="checkbox"/> Restaurant</p> <p><input type="checkbox"/> Shop</p> <p><input checked="" type="checkbox"/> Swimming pool [indoor, heated]</p> <p><input checked="" type="checkbox"/> Separate lounge in community centre</p> <p><input type="checkbox"/> Spa [indoor/outdoor] [heated / not heated]</p> <p><input type="checkbox"/> Storage area for boats/caravans</p> <p><input type="checkbox"/> Tennis court [full/half]</p> <p><input type="checkbox"/> Village bus or transport</p> <p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Other:</p> <ul style="list-style-type: none"> <li>• Café;</li> <li>• Cinema;</li> <li>• Club lounge; and</li> <li>• Yoga/dance room.</li> </ul> <p><b>Note from the scheme operator:</b> <i>The majority of these facilities will be available when stage 2 of the</i></p>
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*development is completed. See part 5 for details of future facilities and development of the village.*

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.

During construction of the new improvements on the village land and until the new community facilities are completed in Stage 2, residents will continue to have access to the existing building called Lota House. When the new community facilities are constructed and available for use by residents of the village, Lota House will cease to be a temporary community centre and will then only be available for use by residents of the E.M. Tooth Memorial Residential Aged Care Home.

**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: Edwin Marsden Tooth Residential Aged Care Home, which is operated by the Anglicare Southern Queensland.

**Note:** Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

## Part 7 – Services

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

'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 firefighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning, maintaining and repairing the community areas and facilities.
- Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).
- Monitoring and eradicating pests.
- 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.
- Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.

	<ul style="list-style-type: none"> <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: 23401)  <input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: Anglicare Southern Queensland Service  <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>  If yes: <ul style="list-style-type: none"> <li>• the security system details are:</li> <li>• the security system is monitored between:</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Secure access to the village is via swipe card access. The cost of this services is included in the general services charge.  24 hours per day, seven days per week.
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<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 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>
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<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, defibrillator and fire alarm monitored by the Queensland Fire Service</p>
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**COSTS AND FINANCIAL MANAGEMENT**

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

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

<p><b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b></p>	<table border="1"> <thead> <tr> <th style="text-align: left;">Accommodation Unit</th> <th style="text-align: left;">Range of ingoing contribution</th> </tr> </thead> <tbody> <tr> <td>Independent living units</td> <td></td> </tr> <tr> <td>- Studio</td> <td>-</td> </tr> <tr> <td>- <i>Under construction:</i> One bedroom</td> <td>\$490,455</td> </tr> <tr> <td>- <i>Under construction:</i> Two bedrooms</td> <td>\$577,635 to \$667,360</td> </tr> <tr> <td>- <i>Under construction:</i> Three bedrooms</td> <td>\$696,325 to \$870,000</td> </tr> <tr> <td>- <i>Two Bedrooms</i></td> <td><b>Note from scheme operator:</b> <i>Two bedroom existing bungalows are not available for resale</i></td> </tr> <tr> <td>Serviced units</td> <td></td> </tr> <tr> <td>- Studio</td> <td>-</td> </tr> <tr> <td>- One bedroom</td> <td>-</td> </tr> <tr> <td>- Two bedrooms</td> <td>-</td> </tr> <tr> <td>- Three bedrooms</td> <td>-</td> </tr> </tbody> </table>	Accommodation Unit	Range of ingoing contribution	Independent living units		- Studio	-	- <i>Under construction:</i> One bedroom	\$490,455	- <i>Under construction:</i> Two bedrooms	\$577,635 to \$667,360	- <i>Under construction:</i> Three bedrooms	\$696,325 to \$870,000	- <i>Two Bedrooms</i>	<b>Note from scheme operator:</b> <i>Two bedroom existing bungalows are not available for resale</i>	Serviced units		- Studio	-	- One bedroom	-	- Two bedrooms	-	- Three bedrooms	-
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	Other – penthouse (3 bedrooms)	\$1,759,500 to \$1,760,000
	<b>Full range of ingoing contributions for all unit types</b>	\$490,455 to \$1,760,000
<b>Note from the scheme operator:</b> The above range of ingoing contributions are subject to change.		

**9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?**  
If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
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Independent Living Units		
- Studio	-	-
- <i>Under construction:</i> One bedroom	\$154.76	\$15.48
- <i>Under construction:</i> Two bedrooms	\$154.76	\$15.48
- <i>Under construction:</i> Three bedrooms	\$154.76	\$15.48
- <i>Existing bungalows:</i> <i>Two Bedrooms</i>	\$84.81	\$30.78
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other	-	-
All units pay a flat rate	-	-

**Note from scheme operator:** The amounts in the table at part 10.1 above for the 'under construction' independent living units are the estimated amounts based on the general services charge budget and maintenance reserve fund budget for the 2023/2024 financial year (being the anticipated completion dates of stage 1 and 2) and may be subject to change. The amounts are based on the total number of units anticipated to be constructed in the first two stages at the retirement village (i.e. 112 units). It should be noted that the maintenance reserve fund contribution is projected to increase to an amount similar to the existing bungalow contribution in the second year of operation after completion of stage 1 and 2, being the 2024/2025 financial year.

The general services charge and maintenance reserve fund contributions will increase from time to time in the manner allowed under the Act.

#### 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 -)
2020/21	\$84.49	14.9%	\$30.78	-1.1%
2019/20	\$73.54	-0.8%	\$31.12	7.5%
2018/19	\$74.17	-1.5%	\$28.95	4.1%

**Note from scheme operator:** The above general services charge and maintenance reserve fund contributions for the last three years relate to the existing bungalows located at the village and is not a clear representation of future financial year general services charges and maintenance reserve fund contributions due to the development of the Village.

**10.2 What costs relating to the units are not covered by the General Services Charge? (residents**

- Contents insurance
- Home insurance (freehold units only)

- Water
- Telephone
- Internet

<b>will need to pay these costs separately)</b>	<input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas (existing bungalows)	<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).*

<b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b>  If yes: list all exit fee options that may apply to new contracts	<input checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula <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  <input type="checkbox"/> No exit fee <input type="checkbox"/> Other  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%).  <b>Daily basis</b> All exit fee components are calculated on a pro-rata daily basis for partial years of residence.	
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 ingoing contribution	
1 year	7.25% of your ingoing contribution	

2 years	13.25% of your ingoing contribution
3 years	19.25% of your ingoing contribution
4 years	24% of your ingoing contribution
5 years	28% of your ingoing contribution
6 years	32% of your ingoing contribution
7 years	34% of your ingoing contribution
10 years	34% of your ingoing contribution
<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>	

<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input checked="" type="checkbox"/> Sale costs for the unit <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  <p><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></p> <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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<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> Yes, all residents pay 50% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><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</p> <p><input 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><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></p>	<p><input checked="" type="checkbox"/> Yes, the resident's share of the <b>capital gain</b> is 50% the resident's share of the <b>capital loss</b> is 100% OR is based on a formula .....</p> <p><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 .....</p> <p><input type="checkbox"/> No</p>
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**Part 14 – Exit entitlement or buyback of freehold units**

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

<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p>The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident.</p> <p>When the ingoing contribution is repaid to the resident:</p> <ul style="list-style-type: none"> <li>• the scheme operator must pay the resident 50% of the capital gain (if any); and</li> <li>• the resident must pay: <ul style="list-style-type: none"> <li>○ the exit fee</li> <li>○ 100% of the capital loss (if any)</li> <li>○ the costs of the reinstatement work (if any)</li> <li>○ 50% of the costs of the renovation work (if any)</li> <li>○ the resident's share of costs of sale</li> </ul> </li> <li>• any other costs the resident is liable to pay under the residence contract</li> </ul>
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<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li>➤ which is 18 months after the termination of the residence contract</li> </ul> </li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 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).</li> </ul> <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>Zero accommodation units were vacant as at the end of the last financial year</p> <p>Zero accommodation units were resold during the last financial year</p> <p><b>Note from scheme operator:</b> <i>This information relates to the existing bungalows only and the existing bungalows are not available for resale.</i></p>

**Part 15 – Financial management of the village**

<p><b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b></p>	<p><b>General Services Charges Fund</b> for the last 3 years</p>			
	Financial Year	Deficit/Surplus	Balance	Change from previous year
	2020/21	(\$2,613)	\$56,692	(130%)
	2019/20	(\$1,137)	\$53,959	(137%)
	2018/19	\$3,020	\$54,199	(23%)
<p><b>Note from scheme operator:</b> <i>The above General Services Charges Fund information relates to the existing bungalows located at the village and is not a clear representation of future financial year balances due to the development of the Village.</i></p>				
Balance of <b>General Services Charges Fund</b> for last financial year OR last quarter if no full financial year available			(\$2,613)	
Balance of <b>Maintenance Reserve Fund</b> for last financial year OR last quarter if no full financial year available			\$129,290	
Balance of <b>Capital Replacement Fund</b> for the last financial year OR last quarter if no full financial year available			\$581,044 N/A (the scheme operator undertakes to make sufficient funds available to meet all	

	<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>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.

<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:</p> <ul style="list-style-type: none"> <li>• Contents insurance (for the resident's property in the unit)</li> <li>• Public liability insurance (for incidents occurring in the resident's unit)</li> <li>• Workers' compensation insurance (for the resident's employees or contractors)</li> <li>• Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul>
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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 checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>
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If yes: specify any restrictions or conditions on pet ownership	Pets are welcome, subject to conditions and scheme operator consent.
<b>Visitors</b>	
<b>17.3 Are there restrictions on visitors staying with residents or visiting?</b> If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  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.
<b>Village by-laws and village rules</b>	
<b>17.4 Does the village have village by-laws?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <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> <i>Note: See notice at end of document regarding inspection of village by-laws</i>
<b>17.5 Does the operator have other rules for the village.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If yes: Rules may be made available on request.
<b>Resident input</b>	
<b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b>	<input type="checkbox"/> Yes <input checked="" 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>
<b>Part 18 – Accreditation</b>	
<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:
<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.	
<b>Part 19 – Waiting list</b>	
<b>19.1 Does the village maintain a waiting list for entry?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

*An example request form containing all the necessary information you must include in your request is available on the Department of 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: <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/)