Retirement Villages Form 3

QUEENSLAND GOVERNMENT

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at www.yukana.org.au
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

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

The information in this Village Comparison Document is correct as at 27 July 2020 and applies to prospective residents. That information is subject to change. The operator reserves the right to vary any of the information in this Village Comparison Document at any time.

Some of the information in this document may not apply to existing residence contracts.

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Yukana Private Street Address: 258 Spring Street, Kearneys Spring Suburb: Toowoomba State: QLD Post Code: 4350
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Civic Group Australia Limited as trustee for Civic Church under nomination of trustees J292962Y and as trustees under nomination of trustees K352439K and as trustees under nomination of trustees L811488K Australian Company Number (ACN): 010 636 469 Address: 258 Spring Street, Kearneys Spring Suburb: Toowoomba State: QLD Post Code: 4350
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Civic Group Australia Limited as trustee for Civic Church under nomination of trustees J292962Y and as trustees under nomination of trustees K352439K and as trustees under nomination of trustees L811488K Australian Company Number (ACN): 010 636 469 Address: 258 Spring Street, Kearneys Spring Suburb: Toowoomba State: QLD Post Code: 4350 Date entity became operator: 17 July 2003 Is there an approved transition plan for the village? ☐ Yes ☒ No

	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. Is there an approved closure plan for the village? ☐ Yes ☒ No *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.*
1.4 Village management and onsite availability	Name of village management entity and contact details: Civic Group Australia Limited as trustee for Civic Church under nomination of trustees J292962Y and as trustees under nomination of trustees K352439K and as trustees under nomination of trustees L811488K Australian Company Number (ACN): 010 636 469 Phone: (07) 4631 5678 or 0423 885 915 Email: info@yukana.org.au An onsite manager (or representative) is available to residents: ☒ By appointment only Onsite availability includes: Weekdays: 9.00 am to 5.00 pm Weekends: By appointment.
1.5 Approve closure plans and transition plans for the retirement village	Is there an approved transition plan for the village? ☐ Yes ☒ No *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.* Is there an approved closure plan for the village? ☐ Yes ☒ No *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.*
1.6 Statutory Charge over retirement village land.	*Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.* *In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some*

	religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements. Is a statutory charge registered on the certificate of title for the retirement village land? ☐ Yes ☒ No If yes, provide details of the registered statutory charge ……
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	New residents must have attained the age of 75 years for independent living units (also referred to in this document and the residence contract as Independent Serviced Units) and 80 years for serviced units (also referred to in this document and the residence contract as Total Care Apartments). The village operator reserves the right at its sole discretion to allow a person aged younger than these minimum age limits to reside at the retirement village: (a) based on the personal, health or other circumstances of a prospective resident; or (b) where one member of a couple meets the age limit but the other member of the couple does not; or (c) where, in the reasonable opinion of the village operator, allowing the person to reside in the retirement village would not detract from the character of the retirement village as a place where older members of the community and retired persons reside; provided that the prospective resident aged younger than the age limit stated above: (d) is of an age that meets the eligibility requirements for the Australian Government Age Pension; and (e) is not engaged in full-time employment; as at the proposed date of taking up residence in the village.
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 Note: The village operator reserves the right to use vacant unit(s) in the village for respite apartments or residential tenancies (whether under agreements/arrangements which are governed by the *Retirement*

	Villages Act 1999 (Qld) or not) at its discretion, based on demand, economic and other factors.
Accommodation types	
3.2 Number of units by accommodation type and tenure	There are 163 units in the village**,** comprising 163 single story units; nil units in multi-story building with N/A levels

Accommodation unit	**Freehold**	**Leasehold**	**Licence**	**Other**
Independent living units				
- Studio	Nil	Nil	Nil	Nil
- One bedroom	Nil	Nil	16	Nil
- Two bedroom	Nil	Nil	65	Nil
- Three bedroom	Nil	Nil	Nil	Nil
Serviced units				
- Studio	Nil	Nil	82*	Nil
- One bedroom	Nil	Nil	Nil	Nil
- Two bedroom	Nil	Nil	Nil	Nil
- Three bedroom	Nil	Nil	Nil	Nil
Other	Nil	Nil	Nil	Nil
Total number of units	Nil	Nil	163	Nil

***Note**: This excludes one respite unit available for the sole use of residents of Independent Serviced Units and Total Care Apartments – see item 7.1.

Access and design	
3.3 What disability access and design features do the units and the village contain?	☒ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in ☒ some units ☒ Alternatively, a ramp, elevator or lift allows entry into ☒ some units ☒ Step-free (hobless) shower in ☒ some units ☒ Width of doorways allow for wheelchair access in ☒ some units ☒ Toilet is accessible in a wheelchair in ☒ some units ☒ Other key features in the units or village that cater for people with disability or assist residents to age in place Handrails in all bathrooms and handrails on some external ramps and steps/stairs ☐ None
Part 4 – Parking for residents and visitors	

4.1 What car parking in the village is available for residents?	☒ Some Independent Serviced Units with own garage or carport attached or adjacent to the unit ☒ Some Independent Serviced Units with own garage or carport separate from the unit ☒ General car parking for residents in the village ☒ 39 Independent Serviced Units and 82 Total Care Apartments with no car parking for residents Restrictions on resident's car parking include: Fortnightly fee (currently $38.00) applies for separate carport (not garages or carports attached or adjacent to the resident's Independent Serviced Unit). Time limits of 1 hour apply to some general parking onsite.
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	☒ Yes ☐ No Time limits of 1 hour apply to some car parks.
Part 5 – Planning and development	
5.1 Is construction or development of the village complete?	Year village construction started: 1989 ☐ Fully developed / completed ☒ Partially developed / completed ☐ Construction yet to commence Note: The village operator reserves the right to further develop or redevelop the retirement village land or adjacent land owned by it, which may include further construction on the retirement village land or adjacent land, in the future. The village operator has no current plans for such development or redevelopment.
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	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 *Planning Act 2016* There are no current development approvals or applications relating to the retirement village land. The village operator reserves the right to further develop or redevelop the retirement village land or adjacent land owned by it, which may include further construction on the retirement village land or adjacent land, in the future. The village operator has no current plans for such development or redevelopment.
5.3 Redevelopment plan under the *Retirement Villages Act 1999*	Is there an approved redevelopment plan for the village under the *Retirement Villages Act*? ☐ Yes ☒ No

	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. **Note:** see notice at end of document regarding inspection of the development approval documents.

Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:	☐ Activities or games room ☐ Arts and crafts room ☐ Auditorium ☒ BBQ area outdoors ☐ Billiards room ☐ Bowling green ☐ Business centre (e.g. computers, printers, internet access) ☐ Chapel / prayer room ☒ Communal laundries ☒ Community room or centre ☒ Dining room ☒ Gardens ☐ Gym ☒ Hairdressing or beauty room ☒ Library – provided by Toowoomba Regional Council (other book cases also available)	☒ Medical consultation room ☐ Restaurant ☒ Shop – limited on-site shopping facilities ☐ Swimming pool ☐ Separate lounge in community centre ☐ Spa ☐ Storage area for boats / caravans ☐ Tennis court ☒ Village bus or transport ☐ Workshop ☒ Other – Respite unit available to residents (subject to conditions), billiards table in common area, indoor bowls as part of Lifestyle activities, computers with printers and internet access available for resident use, Fellowship Room (including Chapel).
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). Not applicable.		
6.2 Does the village have an onsite, attached, adjacent or	☐ Yes ☒ No	

co-located residential aged care facility?	However, privately funded (not government funded) high level aged care, including services such as palliative care and secure dementia care, is provided in the village's Total Care Apartments.

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

Part 7 – Services

7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	• management and administration; • gardening and minor maintenance; • shop or other facilities for supplying goods to residents; • catering costs of a communal nature; • recreation or entertainment facilities; • gas and electricity costs of a communal nature; • communication and data costs (including telephone) of a communal nature; • cleaning costs of a communal nature (**this does not include cleaning of accommodation units**); • insurance (**this does not cover residents' contents in accommodation units or personal items**); • rates, taxes and charges required by Government, and costs in relation to us complying with the requirements of any government or statutory authority concerning the operation and management of the village; • operation of the emergency call system (see item 8.2); • operation of the village bus; • security costs; • costs of any auditor engaged for the purposes of the Act or otherwise; • certain lifestyle and social activities; • subject to the Act, all costs of or incidental to us having to resolve disputes; • all costs in respect of the operation and day to day maintenance of any vehicle used in connection with the village, including insurance, registration, servicing, oil and petrol; • one (1) short term respite unit maintained by the village operator for the sole use of residents of Independent Serviced Units and Total Care Apartments at the retirement village who may require temporary respite care (conditions apply); • services associated with any outgoings, costs and expenses which the village operator properly incurs in connection with the

	ownership, operation, management and administration of the retirement village. The following items are not included in the General Services Charge: • amounts payable directly by you under or in connection with your residence contract or the Act or by other residents of the village under or in connection with their residence contracts or the Act; • amounts payable for or towards replacing the village's capital items that are properly payable out of the Capital Replacement Fund; • amounts payable for or towards maintaining or repairing the village's capital items that are properly payable out of the Maintenance Reserve Fund; • amounts payable for or towards costs awarded by QCAT against us; or • legal costs the village operator incurs in relation to a retirement village issue (as defined in the Act).
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☒ Yes ☐ No **Independent Serviced Units** Unless otherwise agreed, the residence contract for an Independent Serviced Unit does not entitle the resident to any other personal services provided by the village operator. In certain circumstances at the discretion of the village operator, residents of Independent Serviced Units may be able to access some of the personal services provided to Total Care Apartment residents at an additional cost to be individually negotiated. Alternatively, subject to the village operator's requirements, residents of Independent Serviced Units may be able to individually arrange care and other services at the retirement village from third parties. **Total Care Apartments** There are three (3) categories of personal services potentially available to residents of Total Care Apartments – standard personal services, extended personal services and optional personal services. These categories are described in further detail below. <u>Standard personal services</u> Standard personal services are available to all residents of Total Care Apartments, and include: *General* • cleaning of private rooms; • laundry (heavy linen service) once per week; • all meals including morning and afternoon tea (some special diet meals are provided) – served in the common dining area; • 24 hour emergency assistance (**Note**: Provision of this service may require you to maintain an operational telephone line and handset in your accommodation unit, connected to the emergency call system);

	• lifestyle activities co-ordination and some social activities including concerts, craft, games, theme days, parties, BBQ and certain outings. *Daily Living Assistance* • supervision in shower, personal hygiene and grooming (but excluding hairdressing) no more than once per day; • eating assistance, by cutting food into small portions; • dressing or undressing; • mobility, walk with resident, wheelchair (for short term during illness only); • assess for personal mobility aids (wheelie walkers); • communication, address difficulties arising from impaired hearing and sight, fitting hearing aids, checking and changing (but not supply of) batteries, and cleaning spectacles; • a mechanical device is available to lift residents. As at 1 July 2020, the amount of the Standard Personal Services Charge was $1,228.31 per fortnight (**Standard PSC**). All residents of Total Care Apartments must pay Standard PSC. <u>Extended personal services</u> Extended personal services are available to a resident of a Total Care Apartment, and the resident becomes liable to pay Extended Personal Services Charges (**Extended PSC**) in addition to Standard PSC where: • the parties agree that the resident is entitled to receive extended personal services from the Agreed Date of Entry; or • the village operator's Care Coordinator has assessed the resident and determined that the resident requires one or more of the extended personal services; or • the resident has been assessed (at the instigation of either party) under section 22-4 of the *Aged Care Act 1997* (Cth) and approved to be a recipient of high level residential care (within the meaning of that Act and the *Classification Principles 2014* (Cth)). Extended personal services include: *General* • laundry (heavy linen service) – more than once per week; • laundry service for personal items which can be machine washed (excludes items which require dry cleaning or another special cleaning process); • liaising with medical professionals, allied health professionals, Aged Care Assessment Teams and/or other facilities (e.g. respite centres, residential aged care facilities) – services provided by those other professionals are at the resident's cost; • assistance to obtain health practitioner services; • emotional support. *Daily Living Assistance*

	• physically showering the resident; • supervision in shower, personal hygiene and/or grooming (but excluding hairdressing) more frequently than daily; • incontinence management; • continence management (toilet regimes); • modified diet, modified meals and eating assistance, by pureeing, blending or finely chopping food and/or providing eating aids (including feeding the resident if required); • assisting the resident to and from common dining area or providing meals to resident's room; • wound/dressing management; • medication management; • care planning – as per assessed need; • end of life care (as per individual need); • dementia care as assessed by a registered nurse, as per assessed need. **Note**: Despite the above descriptions, extended personal services do not include: • any complex, acute or bariatric care, as determined by a registered nurse employed or contracted by the village operator; or • unless the village operator stipulates otherwise, any care which would require the acquisition, use or application of any equipment other than any of the following: o Electric hospital bed; o Sheets, blankets, etc.; o Electric chair; o Pressure relieving mattress; o Mobile shower chair; o Shower chair (non-mobile); o Standing hoist and slings; o Full hoist and slings; o Slide sheets; o Oxygen including regulators, masks, etc.; o Nebuliser; o Syringe driver; o Heat packs; o Over-toilet seat. From the date a resident is entitled to receive extended personal services, the resident must pay Extended Personal Services Charge equivalent to 60% of the Standard Personal Services Charge applicable for the retirement village from time to time.

	As at 1 July 2020, the amount of the Extended PSC was $737.00 per fortnight.
	
	<u>Optional personal services</u>
	
	Optional personal services are other personal services which may be offered by the village operator to residents of Total Care Apartments from time to time on a user-pays basis, with fees to be negotiated between the village operator and the resident.
	
	If the resident and the village operator agree that the village operator will provide optional personal services, then the resident must pay the Optional Personal Services Charge (Optional PSC).
	
	Optional personal services currently offered include:
	
	• Meals (available in village dining room) – provided by Catercare (prices range from $8.00 to $15.00 depending on meal type, plus $2.50 delivery fee per delivery if applicable);
	
	• Concierge Medical Appointment Transport Service – provided by Yukana staff (prices vary depending on distance travelled, staff time, vehicle required and notice given. The average price is approximately $55.00 per trip. Detailed pricing information is available upon request.
	
	• Personal laundry services (Total Care Apartments only) – provided by Yukana staff. Includes 1 load of personal washing per week at a price of $110.00 per fortnight*. Additional loads priced at $55.00 per load*;
	
	• Other services offered by Yukana staff during normal business hours (Monday to Friday between 8.00 am and 5.00 pm, excluding Queensland public holidays) are as follows:
	  ○ Maintenance services (including cleaning) – $16.00 for each 15 minutes or part thereof*;
	  ○ Care services – $16.00 for each 15 minutes or part thereof*;
	  ○ Advanced care services – $21.00 for each 15 minutes or part thereof*;
	  ○ Computer services – for all residents, $21.00 for each 15 minutes or part thereof.
	
	Note that priority service or services delivered outside normal business hours attract an additional 30% fee.
	
	*These prices include GST. If GST doesn't apply to you in respect of the indicated items, a reduced amount may be payable.
	
	We may:
	
	• provide residents with assistance with the management of any prescribed medication that they may require;

	• from time to time, we may provide residents with medications, medical dressings and other consumable items in connection with the care we provide to residents; • source any such medications, dressings or consumable items from our preferred pharmacy or other supplier and this may include, as is appropriate, supply utilising the Webster pack system. In addition to Standard PSC, Extended PSC and Optional PSC, you must pay us within 14 days of receipt of our invoice in respect of the same, our fees of such medications, medical dressings and consumable items (which we shall determine from time to time, providing that our prices must be generally consistent with prices charged to consumers by retailers of similar items in the market). Your participation in some activities which we organise may also require you to pay an amount in addition to Standard PSC, Extended PSC and Optional PSC.
7.3 Does the retirement village operator provide government funded home care services under the *Aged Care Act 1997 (Cwth)*?	☐ Yes, the operator is an Approved Provider of home care under the *Aged Care Act 1997* (Registered Accredited Care Supplier – RACS ID number ……) ☐ Yes, home care is provided in association with an Approved Provider ☒ No, the operator does not provide home care services, residents can arrange their own home care services Note: In accessing home care services from a third party provider, residents must comply with the village operator's requirements. Third party providers must not provide home care or other services to Total Care Apartment residents at the village without the village operator's consent.
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	
8.1 Does the village have a security system? If yes: • the security system details are: • the security system is monitored between:	☒ Yes ☐ No Electronically secured Total Care Facility with security cameras and electromagnetic locking doors 5:00 pm and 6:00 am 7 days per week.

8.2 Does the village have an emergency help system? If yes or optional: • the emergency help system details are: • the emergency help system is monitored between:	☒ Yes - all residents ☐ Optional ☐ No SmartCaller emergency telephone and personal emergency alert pendants for all residents Provision of this service will require residents to maintain an operational telephone line and handset in their accommodation unit, connected to the emergency call system. 24 hours per day, 7 days per week.
8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator	☒ Yes ☐ No First aid kits, defibrillator, hoisting and lifting equipment for falls, 24 hour care including Registered Nurses, Enrolled Nurses and trained care staff.

COSTS AND FINANCIAL MANAGEMENT

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

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

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village

Accommodation Unit	Range of ingoing contribution
Independent living units (also referred to in this document and the residence contract as Independent Serviced Units)	
- Studio	$ …… to $……
- One bedroom	$169,000.00 to $199,000.00
- Two bedrooms	$199,000.00 to $240,000.00
- Three bedrooms	$ …… to $……
Serviced units (also referred to in this document and the residence contract as Total Care Apartments)	
- Studio	$214,000.00 to $214,000.00
- One bedroom	$ …… to $……
- Two bedrooms	$ …… to $……
- Three bedrooms	$ …… to $……

	Other	$ …… to $……
	Full range of ingoing contributions for all unit types	$169,000.00 to $240,000.00

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract? If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	☒ Yes ☐ No Note: The financial options available per accommodation type are as follows: <u>Independent Serviced Units</u> Refer to Table A in item 11.1 <u>Total Care Apartments</u> Refer to Table B in item 11.1 <u>General</u> We reserve the right at any time to vary the method of calculating the Exit Fee (including the applicable percentages) which applies to any other resident of the Village (whether present or future, including any subsequent resident of your Unit). Any such variation will not affect the method of calculating your Exit Fee. Without limitation, our right in this regard includes the right: • to introduce or discontinue one or more Exit Fee options; • to change the units or number of units in respect of which we offer one or more Exit Fee options; • not to offer one or more Exit Fee options in respect of one or more units; or • to vary the details of one or more Exit Fee options.
9.3 What other entry costs do residents need to pay?	☐ Transfer or stamp duty ☐ Costs related to your residence contract ☐ Costs related to any other contract e.g. …… ☒ Advance payment of General Services Charge (two (2) weeks) ☒ Other costs: Advance payment of two (2) weeks' Maintenance Reserve Fund contribution and two (2) weeks' Personal Services Charges.

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)*
Independent Living Units (also referred to in this document and the residence contract as Independent Serviced Units)		
- One bedroom	$ 162.91	$ 19.60
- Two bedrooms	$ 162.91	$ 19.60
Serviced Units (also referred to in this document and the residence contract as Total Care Apartments)		
- Studio	$ 145.62	$ 25.73

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 -)*
2019/2020	$140.75 (TCA) to $156.07 (ISU)	-5.07% (TCA) -4.56% (ISU)	$25.74 (TCA) to $21.43 (ISU)	15.01% (TCA) 12.85% (ISU)
2018/2019	$148.26 (TCA) to $163.52 (ISU)	-10.61% (TCA) 1.25% (ISU)	$22.38 (TCA) to $18.99 (ISU)	-15.55% (TCA) 2.65% (ISU)
2017/2018	$165.85 (TCA) to $161.50 (ISU)	21.95% (TCA) 5.90% (ISU)	$26.50 (TCA) to $18.50 (ISU)	-11.67% (TCA) 23.33% (ISU)

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

☒ Contents insurance

☐ Home insurance (freehold units only)

☒ Electricity (Independent Serviced Units only)

☐ Gas

☒ Water (Independent Serviced Units only)

☒ Telephone

☒ Internet

☒ Pay TV

☒ Other – non-direct debit fee (payable where recurring charges are not paid by direct debit), payment dishonour fee (payable when a direct debit or other payment is dishonoured), interest on late payments, fees for replacement security devices or keys (payable where a resident has lost their security device or

		keys) and fee for replacement emergency pendant (payable where resident has lost their emergency pendant).
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?	☐ Unit fixtures ☐ Unit fittings ☐ Unit appliances ☐ None Additional information Residents will be responsible for the cost of rectifying any damage or accelerated wear they cause to the unit, including its fixtures, fittings and appliances.	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? If yes: provide details, including any charges for this service.	☒ Yes ☐ No Refer item 7.2.	

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).

11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts	☐ Yes – all residents pay an exit fee calculated using the same formula ☒ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract ☐ No exit fee ☐ Other Exit fees for all units are calculated as a percentage set out below of the ingoing contribution paid by you, according to the period between your Agreed Date of Entry and the date you cease occupying your accommodation unit pursuant to termination of your residence contract (**Licence Term**). In this document, **Agreed Date of Entry** means the earlier of the date you commence occupying the accommodation unit or the date you are entitled to commence occupying the accommodation unit. For simplicity, this document and any Prospective Costs Document given to you assume that your Agreed Date of Entry and your date of occupation of your unit are the same date. The percentages for all unit types are detailed in the tables below. The exit fee percentages which apply to you will be shown in the Schedule of your residence contract.

	Despite anything referred to in this Part 11, we may agree with a resident at the time of entering into a residence contract that an exit fee table different to the tables shown in this document will apply. In this event, the exit fee table which applies to that resident will be shown in the residence contract.

Table A: Independent Serviced Units

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	15% of your ingoing contribution
2 years	20% of your ingoing contribution
3 years	22% of your ingoing contribution
4 years	23% of your ingoing contribution
5 years	24% of your ingoing contribution
6 years	25% of your ingoing contribution
10 years	25% of your ingoing contribution

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

The maximum (or capped) exit fee is 25% of your ingoing contribution after 6 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 15% of your ingoing contribution, if the licence term is one day.

Table B: Total Care Apartments

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	20% of your ingoing contribution
2 years	24% of your ingoing contribution
3 years	25% of your ingoing contribution
5 years	25% of your ingoing contribution
10 years	25% of your ingoing contribution

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

The maximum (or capped) exit fee is 25% of your ingoing contribution after 3 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 20% of your ingoing contribution, if the licence term is one day.

11.2 What other exit costs do residents need to pay or contribute to?	☐ Sale costs for the unit ☐ Legal costs ☒ Other costs - if the resident does not agree with the village operator's proposed resale value of the right to reside in the unit, the resident may be required to contribute to the cost of engaging a registered valuer according to the following formula: $\text{Valuation costs} \times \frac{\text{(Ingoing Contribution – Exit Fee)}}{\text{New Ingoing Contribution}}$ In this item 11.2, "New Ingoing Contribution" means the ingoing contribution paid by the next resident of the Unit.
Part 12 – Reinstatement and renovation of the unit	
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	☒ Yes ☐ No *Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:* • *fair wear and tear; and* • *renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.* *Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.* Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	☒ No *Renovation means replacements or repairs other than reinstatement work.*

	By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.
Part 13– Capital gain or losses	
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?	☒ No
Part 14 – Exit entitlement or buyback of freehold units	
An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.	
14.1 How is the exit entitlement which the operator will pay the resident worked out?	Ingoing Contribution paid by you *Plus* any credits or amounts owed to you *Minus* any of the following items where applicable: • Exit fee; • Any outstanding general or personal service charges; • Any outstanding maintenance reserve fund contributions; • The cost of reinstatement work (as defined in item 12.1); • Your share of any costs of engaging a registered valuer to determine the resale value of the right to reside in the unit (see item 11.2); • Subject to the Act, any costs which the village operator reasonably incurs as a result of you not removing your property from the accommodation unit when your residence contract ends, including costs of removing and storing your property, repairing any damage caused by the removal, giving you notice of the village operator's intention to treat your property as abandoned and selling or otherwise disposing of your property; • Any interest on overdue monies; and • Any other monies owing by you to the village operator. **Note:** If the net amount calculated above is a negative amount, you must pay that net amount to the village operator on the same date as the village operator would otherwise have paid you an exit entitlement.
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 12 months after the termination of the residence contract (subject to conditions)

	• 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?	29 accommodation units were vacant as at the end of the last financial year 27 accommodation units were resold during the last financial year 3.9 months was the average length of time to sell a unit over the last three financial years 3.7 months was the average length of time to sell a Total Care Apartment over the last three financial years 4.1 months was the average length of time to sell an Independent Serviced Unit over the last three financial years **Note**: These average periods include rights to reside purchased by the village operator and residents that transfer from Independent Serviced Units to Total Care Apartments. **Note**: These average periods also include the period up to payment of the exit entitlement, which in some cases may have been delayed by Probate/Letters of Administration. Accordingly, the average periods to sell accommodation units may be slightly less than shown above.

Part 15 – Financial management of the village

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

General Services Charges Fund for the last 3 years

Financial Year	Deficit/ Surplus	Change in Deficit/ Surplus from previous year	Total general service charges collected for the financial year	Change in total general service charges collected from previous year
2019/2020	-$31,878.00*	-25.45%*	$1,261,860.00*	-4.69%*
2018/2019	$26,042.00	26.25%	$1,324,004.00	-4.50%
2017/2018	$94,093.00	1,742.43%	$1,386,382.00	4.69%

Note: **This amount is an estimate only. More specific amounts will be available once year-end accounting procedures have been finalised.*	
Balance of **General Services Charges Fund** for last financial year *OR* last quarter if no full financial year available	$131,508.24
Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available	$145,478.09
Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available	$8,572.94
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.	Minimum of 1%, with the village operator making additional contributions throughout each financial year, if necessary.

OR ☐ the village is not yet operating.

Part 16 – Insurance

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

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

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

16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	☒ Yes ☐ No If yes, the resident is responsible for these insurance policies, which must be taken out with a reputable insurer: • contents insurance; • compulsory third party (personal injury) and third party property damage insurance in respect of any motor vehicles owned by the resident; and • for ISU residents, public risk insurance in respect of their unit in an amount we reasonably require. If a resident engages an employee, contractor or any other person to carry out work on the resident's behalf (**worker**), it is the resident's responsibility to ensure that worker has the appropriate qualifications, licences and insurances (including, without limitation, workers' compensation insurance) in place. If any workers do not hold the appropriate workers' compensation insurance, the resident must take out the appropriate workers' compensation insurance.

Part 17 – Living in the village

Trial or settling in period in the village	
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	☐ Yes ☒ No
Pets	
17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	☐ Yes ☒ No Residents are permitted to keep a pet only with consent of the village operator. Subject to the law, consent is generally not granted, though the village operator reserves the right to do so. If consent is granted, the village has a pet policy in place which sets out residents' obligations with respect to pets. A copy of the pet policy is available on request.
Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	☒ Yes ☐ No 1. Residents of Independent Serviced Units may have guests (being relatives or friends) stay in their Independent Serviced Unit for short stays, providing that: a. guests must not stay for more than 4 weeks without the village operator's consent; and b. the resident must advise the village operator of the identity of the guests and the anticipated duration of their stay, prior to the guests' arrival. 2. Residents of Total Care Apartments may not have guests stay in their Total Care Apartments overnight. 3. Residents must ensure that their visitors and guests comply with the by-laws of the village and do not behave in a way likely to interfere with another person's peaceful enjoyment of the village. 4. If a resident's visitor or guest does not comply with the village by-laws or behaves in a way likely to interfere with another person's peaceful enjoyment of the village, the village operator may require the visitor or guest to leave the village immediately.
Village by-laws and village rules	
17.4 Does the village have village by-laws?	☒ Yes ☐ No *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.* *Note: See notice at end of document regarding inspection of village by-laws*
17.5 Does the operator have other rules for the village.	☐ Yes ☒ No If yes: Rules may be made available on request
Resident input	

17.6 Does the village have a residents committee established under the *Retirement Villages Act 1999*?	☐ Yes ☒ No *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.* *You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.*

Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	☐ No, village is not accredited ☒ Yes, village is voluntarily accredited through: International Retirement Community Accreditation Scheme (IRCAS)

Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

Part 19 – Waiting list

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

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

Regulatory Services, Department of Housing and Public Works
Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.
Department of Housing and Public Works
GPO Box 690, Brisbane, QLD 4001
Phone: 07 3008 3450
Email: regulatoryservices@hpw.qld.gov.au
Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)
Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.
Caxton Legal Centre Inc.
1 Manning Street, South Brisbane, QLD 4101
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.org.au

Department of Human Services (Australian Government)
Information on planning for retirement and how moving into a retirement village can affect your pension
Phone: 132 300
Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service
These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.
Caxton Legal Centre Inc.
1 Manning Street, South Brisbane, QLD 4101
Phone: 07 3214 6333
Email: caxton@caxton.org.au

Website: https://caxton.org.au

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

Queensland Civil and Administrative Tribunal (QCAT)
This independent decision-making body helps resolve disputes and reviews administrative decisions.
GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General
Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.
Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)
The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.
Website: www.livablehousingaustralia.org.au/