# Form 3



Retirement Villages Act 1999 (Section 74)

# This form is effective from 1 February 2019

# Name of village: Bellcarra Resort

# 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.DS Date test.
- 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 <u>https://levande.com.au/community/bellcarra/for-sale/</u>
- 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 Parks Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement villages. 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.

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ABN: 86 504 771 740

## 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 15 September 2024 and applies to prospective residents.

Part 1 - Operator and management details							
1.1 Retirement	5						
village location	Street add	Street address: 17 Carree Street					
	Suburb:	Suburb: Caloundra West State: QLD Postcode: 4551					
1.2 Owner of the land	Name of I	and owner:					
on which the retirement village	Principal	Schomo					
scheme is located	-	<ul> <li><i>Principal Scheme</i></li> <li><i>Common property:</i> owned by members of the principal scheme</li> </ul>					
	as	as tenants in common, in shares proportionate to their respective				pective	
		erest schedule lot entitlem neme are the Body Corpo			•	ncipal	
		sidents (the Resident's S				y	
		nited ACN 096 964 591; a		400000 :		a lé a val	
		<ul> <li>Community facilities: Lot 101 on SP160286 is owned by Salford Living Pty Limited ACN 096 964 591.</li> </ul>					
		<ul> <li><i>Resident's Scheme</i></li> <li><i>Common property:</i> owned by the owners of the accommodation unit lots, as tenants in common, in shares proportionate to the</li> </ul>					
	<ul> <li>interest schedule lot entitlements of their respective lots; and</li> <li>Accommodation units: <ul> <li>owned by residents (<i>Freehold Units</i>)</li> <li>Salford Living Pty Limited ACN 096 964 591 (<i>Licence Units</i>)</li> </ul> </li> <li>Details for Salford Living Pty Limited (owner of the Licence Units and Lot 101 on SP160286):</li> </ul>						
	Australiar	Company Number: 096	964 591				
	Address:	Level 18, 9 Castlereagh	Street				
	Suburb: Sydney State: NSW Postcode: 2000					2000	
1.3 Village operator	Name of entity that operates the retirement village (scheme operator):				ator):		
	Salford Living Pty Limited						
	Australiar	Company Number: 096	964 591				
	Address: Level 18, 9 Castlereagh Street						

	Suburb:	Sydney		State:	NSW	Postcode:	2000
	Date entity became operator: 19/07/2011						
	<ul> <li>Is there an approved transition plan for the village?</li> <li>☐ Yes ⊠ No</li> <li>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</li> <li>Is there an approved closure plan for the village?</li> <li>☐ Yes ⊠ No</li> <li>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</li> </ul>						
1.4 Village management and onsite availability	Salford Li Australiar Phone: 07 Email: be An onsite An onsite Full Part By a Non Onsite av	ailability includes: s: Monday to Friday 9	096 <u>au</u> ntatir	964 591 ve) is av			

1.5 Approved closure plan or transition plan for the retirement village	<ul> <li>Is there an approved transition plan for the village?</li> <li>□ Yes ⊠ No</li> <li>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</li> <li>Is there an approved closure plan for the village?</li> <li>□ Yes ⊠ No</li> <li>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village even temporarily.</li> </ul>				
Part 2 - Age limits					
2.1 What age limits apply to residents in this village?	Single occupants must be at least 65 or over. For multiple occupants, both must be at least 65.				
ACCOMMODATION, F	ACILITIES AND SERVICES				
Part 3 - Accommodatio	on units: Nature	of ownership or	tenure		
3.1 Resident ownership or tenure of the units in the village is:	<ul> <li>Freehold (owner resident) (Freehold Units)</li> <li>Lease (non-owner resident)</li> <li>Licence (non-owner resident) (Licence Units)</li> <li>Share in company title entity (non-owner resident)</li> <li>Unit in unit trust (non-owner resident)</li> <li>Rental (non-owner resident)</li> <li>Other</li> </ul>				
Accommodation types	Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 125 units in the village, comprising 124 single storey units; 1 unit in a multi-storey building with 2 levels				
Accommodation Unit	Freehold	Leasehold	Licence	Other	
Independent living units			-	-	
- Studio	-	-	-	-	
- One bedroom	-	-	-	-	
- Two bedrooms	10	-	2	-	
- Three bedrooms	98	-	15	-	
Serviced units	-	-	-	-	
- Studio	-	-	-	-	

- One bedroom	-	-	-	-
- Two bedrooms	-	-	-	-
- Three bedrooms	-	-	-	-
Other	-	-	-	-
Total number of units	108	0	17	0
Access and design				
3.3 What disability access and design features do the units and the village contain?	<ul> <li>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</li> <li>Alternatively, a ramp, elevator or lift allows entry into all some units</li> <li>Step free (hobless) shower</li> <li>Width of doorways allow for wheelchair access</li> <li>Toilet is accessible in a wheelchair</li> <li>Other key features in the units or village that cater for people with disability or assist residents to age in place</li> <li>None</li> </ul>			
Part 4 - Parking for res	sidents and visite	ors		
4.1 What car parking in the village is available for residents?	<ul> <li>All units with own garage or carport attached or adjacent to the unit</li> <li>All/some units with own garage or carport separate from the unit</li> <li>All/some units with own car park space adjacent to the unit</li> <li>All/some units with own car park space separate from the unit</li> <li>All/some units with own car park space separate from the unit</li> <li>General car parking for residents in the village</li> <li>Other parking e.g. caravan or boat – recreational vehicle (RV) parking</li> <li>units with no car parking for residents</li> <li>No car parking for residents in the village</li> <li>Restrictions on resident's car parking include: Nil</li> </ul>			
4.2 Is parking in the village available for visitors? If yes, parking restrictions include:	<ul> <li>☑ Yes □ No</li> <li>Visitors must only park in designated parking bays or as otherwise designated by scheme operator.</li> </ul>			
Part 5 - Planning and development				
5.1 Is construction or development of the village complete?	Year village construction started 2002         ☑       Fully developed / completed         □       Partially developed / completed         □       Construction yet to commence			

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 N/A			
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 Communities, Housing and Digital Economy.         Note: see notice at end of document regarding inspection of the development approval documents.			
Part 6 - Facilities onsit	e at the village			
6.1 The following facilities are currently available to residents:	<ul> <li>Activities or games room</li> <li>Arts and crafts room</li> <li>Auditorium</li> <li>BBQ area outdoors</li> <li>Billiards room</li> <li>Bowling green</li> <li>indoor indoor</li> <li>Business centre (e.g. computers, printers, internet access)</li> <li>Chapel/prayer room</li> <li>Communal laundries</li> <li>Community room or centre</li> <li>Medical consultation room</li> <li>Restaurant</li> <li>Shop</li> <li>Swimming pool</li> <li>indoor indoor indoor</li> <li>Separate lounge in community centre</li> <li>Spa</li> <li>indoor indoor indoor</li> <li>heated indoor</li> <li>heated indoor</li> <li>indoor indoor</li> <li>Storage area for boats/caravans</li> </ul>			

	Dining room	□ Tennis court □ full □ half			
	⊠ Gardens	☑ Village bus or transport			
	⊠ Gym	🛛 Workshop			
	Hairdressing or beauty	Other: Kitchen in community			
	room ⊠ Library	centre			
		al Services Charge paid by residents ties (e.g. with an aged care facility).			
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	□ Yes ⊠ No				
retirement village operative residents of the retirement	es are not covered by the <i>Retiremen</i> tor cannot keep places free or guar ent village. To enter a residential ag an Aged Care Assessment Team ( <i>i</i>	antee places in aged care for			
Exit fees may apply whe and may involve enterin	en you move from your retirement v g a new contract.	illage unit to other accommodation			
Part 7 - Services					
7.1 What services are	'General Services' provided to all	residents are:			
provided to all	• Operating the village for the benefit and enjoyment of residents.				
village residents (funded from the		<ul> <li>Providing, operating and managing the communal areas and facilities.</li> </ul>			
General Services	Gardening and landscaping.				
Charge fund paid by residents)?	<ul> <li>Managing security at the village.</li> </ul>				
,.	Maintaining the security system, emergency help system				
	<ul><li>and/or safety equipment (if</li><li>Maintaining fire-fighting and</li></ul>				
	• • •	afety and emergency procedures for			
	the village.				
	<ul> <li>Cleaning, maintenance, repairs and replacements for the communal areas and facilities.</li> </ul>				
	<ul> <li>Maintenance, repairs and replacements for units (except where this is a resident's responsibility)</li> </ul>				
	Monitoring and eradicating	pests (except where this is a			
	<ul><li>resident's responsibility).</li><li>Engaging necessary staff a</li></ul>	and contractors, which may include a			
	village manager, cleaning and maintenance personnel, security				
	<ul> <li>personnel and/or relief personnel and/or reli</li></ul>	e, secretarial, book-keeping,			
	accounting and legal service	ces.			
	<ul><li>Maintaining licences required in relation to the retirement village.</li><li>Paying operating costs for the village.</li></ul>				

	<ul> <li>Maintaining insurances relating to the village that are required by the <i>Retirement Villages Act 1999</i> (the Act) or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>Complying with the Act.</li> <li>Any other general service funded via a general services charges budget for a financial year.</li> <li>The General Services are provided subject to the scheme operator or its related party remaining appointed to provide relevant services to the body corporate/s for the community titles scheme/s for the village from time to time.</li> </ul>
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	□ Yes ⊠ No
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	<ul> <li>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)</li> <li>Yes, home care is provided in association with an Approved Provider</li> <li>Five Good Friends / Enrich Living Services</li> <li>No, the operator does not provide home care services, residents can arrange their own home care services</li> </ul>
Home Support Program by an aged care assess	hay be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible ment team (ACAT) under the <i>Aged Care Act 1997</i> (Cwth). These home overed by the <i>Retirement Villages Act 1999</i> (Qld).
	their own approved Home Care Provider and are not obliged to use provider, if one is offered.
Part 8 - Security and e	mergency systems
8.1 Does the village have a security system?	□ Yes ⊠ No
8.2 Does the village have an emergency help system?	□ Yes - all residents ⊠ Optional □ No
<ul> <li>If yes or optional:</li> <li>the emergency help system details are:</li> </ul>	The service provider is I.N.S Lifeguard The resident is responsible for payment of the service provider's charge for the monitoring service. This amount is \$12 per month (excluding GST) (subject to change from time to time). This charge is in addition to the General Services Charge.
<ul> <li>the emergency help system is</li> </ul>	24 hours, 7 days per week

monitored between:				
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	⊠ Yes □ No			
If yes, list or provide details e.g. first aid kit, defibrillator:	Fire, first aid and emergency equipment (including defibrillator)			
COSTS AND FINANCIA	AL MANAGEMENT			
Part 9 - Ingoing contril	oution - entry costs to li	ve in the village		
contract to secure a righ	nt to reside in the retireme	ive resident must pay under a residence ent village. The ingoing contribution is also does not include ongoing charges such as rent		
9.1 What is the estimated ingoing	Accommodation Unit	Range of purchase price or ingoing contribution		
contribution (sale price) range for all types of units in the	contribution (sale price) range for all			
village	- Studio	-		
	- One bedroom	-		
	- Two bedrooms	\$519,000 to \$530,000		
	- Three bedrooms	\$661,000 to \$770,000		
	Serviced units			
	- Studio	-		
	- One bedroom	-		
	- Two bedrooms	-		
	- Three bedrooms	-		
	Other	-		
	Full range of ingoing contributions for all unit types	\$519,000 to \$770,000		
		<b>operator:</b> The above amounts exclude the ayable in addition if you select the Pay Upfront		
9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and	⊠ Yes □ No			

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.	<ul><li>Pay Upfron</li><li>Pay Later</li></ul>	ment options available: <i>t</i> ces between the 2 payment options are	e set out below:	
	Pay Upfront	Not applicable	20% of the purchase price or ingoing contribution	
	Pay Later	Maximum 30% of the purchase price or ingoing contribution over 5 years	Not applicable	
	The above payment options are available for both the Freehold Units and the Licence Units.			
9.3 What other entry costs do residents need to pay?	<ul> <li>☑ Costs related Note from his/her own complying</li> <li>☑ Costs related under the purchated in the purchat</li></ul>	pfront Fee (if you select the <i>Pay Upfron</i> nsland Titles Registry registration fees he scheme operator's caveat; stamp duty, and any other relevant duty	ering into and dent's unit. tments required nt option) on transfer of	

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

 $\boxtimes$ 

**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		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	\$41.82	\$4.77
- Three bedrooms	\$46.73	\$5.34
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other	-	-
All units pay a flat rate	-	-

**Note from the scheme operator:** The General Services Charge noted above **excludes** the Maintenance Reserve Fund contribution noted above. The resident's total General Services Charge contribution is the General Services Charge in the middle column **PLUS** the Maintenance Reserve Fund contribution in the right-hand column.

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 -)
FY23/24	\$40.45 to \$45.20	7.52%	\$4.29 to \$4.79	2.13%
FY22/23	\$37.62 to \$42.04	4.34%	\$4.20 to \$4.69	5.86%
FY21/22	\$36.05 to \$40.29	Nil	\$3.96 to \$4.43	Nil

#### Units within a community title scheme only

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

#### Current weekly rates of Body Corporate fees and sinking fund

Type of Unit	Body Corporate Administrative Fund fee (weekly)	Body Corporate Sinking Fund contribution (weekly)
Independent Living Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	\$29.56	\$9.24
- Three bedrooms	\$32.43	\$10.26
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other (specify)	-	-
All units pay a flat rate	-	-
	· · · · · · · · · · · ·	

# Last three years of Body Corporate Administrative Fund Fee and Sinking Fund contribution

Financial year	Body Corporate Administrative Fund fee (weekly)		Overall % change from previous year (+ or -)	cont	Sinking Fund contribution (weekly)		Overall % change from previous year (+ or -)	
FY23/24	\$33.94		0.5%	\$14.	\$14.25		24%	
FY22/23	\$33.75		20.74%	\$10.	\$10.80		-0.82%	
FY21/22	\$24.24 - \$26.75			\$9.8	0 - \$1	0.89		
10.2 What costs relating to the units are not covered by the General Services Charge? (residents			Hom (free	tents insurance ne insurance shold units only) tricity	•		Water Telephone Internet Pay TV	

will need to pay these costs separately)	⊠ Gas	Other: Body corporate sinking and administrative fund levies (Freehold Units and Licence Units).		
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?	<ul> <li>Ingoing or or or or epair, maintenance and replacement of terms in, on or ttached to the units re residents esponsible for and bay for while</li> <li>Init fittings</li> <li>Init appliances</li> <li>Init applianc</li></ul>			
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? Part 11 - Exit fees- whe	ir			
-	pay an exit fee to the operator whe nit is sold. This is also referred to as	n they leave their unit or when the a 'deferred management fee' (DMF).		
11.1 Do residents pay an exit fee when they permanently leave their unit?	<ul> <li>If you select the <i>Pay Later</i> option:</li> <li>Yes - all residents pay an exit fee calculated using the same formula</li> <li>Yes - all new residents pay an exit fee but the way this is worke out may vary depending on each resident's residence contract</li> <li>No exit fee</li> <li>Other</li> <li>If you select the <i>Pay Upfront</i> option:</li> <li>No exit fee</li> </ul>			
If yes, list all exit fee options that may apply to new contracts:	<ul> <li>Pay Later option</li> <li>6% of the purchase price or ingoing contribution per year of residence, up to a maximum of 5 years (30%).</li> </ul>			
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the purchase price or ingoing contribution you paid			

Pay Later option		
1 year		6% of the purchase price or ingoing contribution
2 years		12% of the purchase price or ingoing contribution
3 years		18% of the purchase price or ingoing contribution
4 years		24% of the purchase price or ingoing contribution
5 years		30% of the purchase price or ingoing contribution
10 years		30% of the purchase price or ingoing contribution
<b>Note:</b> if the period of o a daily basis.	ccupation	is not a whole number of years, the exit fee will be worked out or
The maximum (or capp years of residence.	oed) exit f	ee is 30% of the purchase price or ingoing contribution after 5
The minimum exit fee i residence).	s: 6% of t	he purchase price or ingoing contribution x 1/365 (for 1 day of
<i>Pay Upfront option</i> Not applicable.		
11.2 What other exit costs do residents need to pay or contribute to?	<ul> <li>Freehold Units         <ul> <li>Sale costs for the unit</li> <li>Note from the scheme operator: The scheme operator will pay all costs that the scheme operator incurs in finding a new resident, however if the resident appoints a real estate agent, the resident must pay that agent's commission and costs.</li> <li>Legal costs</li> <li>Other costs</li> </ul> </li> <li>Licence Units         <ul> <li>Not applicable.</li> </ul> </li> </ul>	
Part 12 - Reinstatemer	nt and rei	novation of the unit
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<ul> <li>Yes D No</li> <li>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:         <ul> <li>fair wear and tear; and</li> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul> </li> <li>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.</li> </ul>	
	Entry ar	nd exit inspections and reports are undertaken by the operator ident to assess the condition of the unit.

12.2 Is the resident responsible for renovation of the unit when they leave the unit?	<ul> <li>No</li> <li>Renovation means replacements or repairs other than reinstatement work.</li> <li>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.</li> </ul>
Part 13 - Capital gain o	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 <i>gain</i> or capital <i>loss</i> on the resale of their unit?	No No
Part 14 - Exit entitleme	ent or buyback of freehold units
	e amount the operator may be required to pay the former resident under er the right to reside is terminated and the former resident has left the
14.1 How is the exit entitlement which the operator will pay the resident worked out?	<ul> <li>Freehold Units</li> <li>When the resident sells the unit, the resident receives the resale price (i.e. the price paid to the resident by the purchaser of their unit).</li> <li>When the resident receives the resale price: <ul> <li>the resident must pay the scheme operator:</li> <li>if the resident has selected the <i>Pay Later</i> option, the exit fee (see Part 11, item 11.1);</li> <li>100% of the capital gain (if any); and</li> <li>any other amounts (for example, outstanding General Services Charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator; and</li> </ul> </li> <li>the scheme operator must pay the resident: <ul> <li>100% of the capital loss (if any); and</li> <li>if the resident has selected the <i>Pay Upfront</i> option, the relevant part of the <i>Upfront Fee</i> set out below (if applicable).</li> </ul> </li> <li>Licence Units <ul> <li>The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, less:</li> <li>if the resident has selected the <i>Pay Later</i> option, the exit fee (see Part 11, item 11.1); and</li> <li>any other amounts (for example, outstanding General Services Charges) the resident is liable to pay under the resident).</li> </ul> </li> </ul>

	or any other agreeme	nt with the scheme operator	
	or any other agreement with the scheme operator.		
	If the resident selected the <i>Pay Upfront</i> option, the scheme operator must also repay to the resident the relevant part of the Upfront Fee specified below (if applicable).		
	<b>Upfront Fee repayment (both unit types)</b> If the resident selected the <i>Pay Upfront</i> option, the relevant part of the Upfront Fee to be repaid to the resident is:		
	1 year or less	10% of your purchase price or ingoing contribution	
	2 years or less, but more than 1 year	3% of your purchase price or ingoing contribution	
	More than 2 years	Nil	
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 <b>earliest</b> of the following days: <b>Freehold Units</b>		
	<ul> <li>the day stated in the residence contract</li> </ul>		
	which is months after the termination of the residence contract		
	<ul> <li>14 days after the set unit to the next resid</li> </ul>	tlement of the sale of the right to reside in the ent or the operator	
	<ul> <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>		
	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.		
	<b>Note from the scheme operator:</b> Not applicable. The resident receives the resale price from the person who purchases their unit after they leave the village, at the time the unit is re-sold.		
	resident meets certain co obliged to pay the resident if their unit were to sell at exchange for that payme ownership of their unit to scheme operator's election resident must then direct price to the scheme oper the scheme operator if fu	has not sold their unit within <b>6 months</b> , and the onditions, then the scheme operator may be int the amount they would be entitled to receive t that time, less the relevant deductions. In ent, the resident will be required to transfer the scheme operator or alternatively, at the on, when the unit is ultimately re-sold, the the purchaser to make payment of the resale rator instead of to the resident. Please contact in the details are required.	
	Licence Units		

	1				
	• the day state	d in the residence	contract		
	which is 6 months after the termination of the residence contract				
	<ul> <li>If the residence contract is terminated under the Change of Mind Guarantee provisions, 45 days after the resident terminates their residence contract and vacates the unit.</li> </ul>				
	•	the settlement of ext resident or the		ght to reside in the	
	under the res unless the op	sidence contract, e	even if the unit ha granted an exten	dent's right to reside as not been resold, sion for payment by aal (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.				
Freehold units only 14.2 Operator	When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time the resident must pay any exit fee to the operator.				
buyback of freehold units	By law, the operator must purchase the freehold unit from the former resident if it has not sold to a new resident within 18 months after the termination of the residence contract, unless the operator has been granted an extension for payment by QCAT				
14.3 What is the turnover of units for sale in the village?	<ul> <li>1 accommodation units were vacant as at the end of the last financial year</li> <li>5 accommodation units were resold during the last financial year</li> <li>146 days was the average length of time to sell a unit over the last three financial years</li> </ul>			financial year	
Part 15 - Financial mai	nagement of the	village			
15.1 What is the financial status for	General Service	es Charges Fund	for the last 3 yea	ars	
the funds that the operator is required to maintain under the	Financial Year	Deficit/Surplus	Balance	Change from previous year	
Retirement Villages	FY23/24	-\$5,612 (deficit)	\$256,881		
Act 1999?	FY22/23	\$13,540	\$242,743	3.27%	
	FY21/22	\$28,095	\$235,041	- 6.37%	
	Balance of <b>General Services Fund</b> for last year OR last quarter if no full financial year available				
	Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available\$115,587				

	Balance of <b>Capital Replacement Fund</b> for the last financial year OR last quarter if no full financial year available 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.	\$211,263 N/A (amounts are paid each year as recommended by the quantity surveyor's report)
	OR the village is not yet operating	
Part 15 - Financial management of the Body Corporate		

**Note**: All freehold community title scheme residents who own their unit are members of the body corporate.

15.2 What is the	Administrative Fund for the last 3 years				
financial status of the Body Corporate funds in a freehold	Financial Year	Deficit/Surplus	Balance	Change in balance from previous year	
village?	FY23/24	\$781.40	\$9,781.94	271%	
	FY22/23	\$7,149.54	\$10,563.34	8%	
	FY21/22	-\$2,163	\$2,632	- 45.11%	
	cover sper non-recurr last financi	<b>Sinking Fund</b> to ding of a capital or ent nature for the al year OR last o full financial year	\$166,695.55		
	OR □ the vi	llage is not yet opera	ating		

# 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	$\boxtimes$
responsible for	
arranging any	
insurance cover?	

Yes 🗆 No

If yes, the resident is responsible for these insurance policies:	<ul> <li>If yes, the resident is responsible for these insurance policies:</li> <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); and</li> <li>Third-party insurance (for the resident's motor vehicles or mobility devices).</li> </ul>	
Part 17 - Living in the Trial or settling in peri		
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	⊠ Yes □ No	
If yes, provide details including length of period, relevant time frames and any costs or conditions:	Freehold UnitsNot applicable.Licence UnitsThe resident will have the benefit of our 'Change of Mind Guarantee'. If the resident terminates their contract and vacate the unit within the first 6 months, the Entry Payment (and if applicable, the Upfront Fee) will be repaid in full within 45 days after vacant possession is provided. No Exit Fee will be payable (if applicable), and the service fees and body corporate fees will stop on the vacant possession date, however, the	
	fees accrued to that date remain payable and will not be refunded.	
Pets		
17.2 Are residents allowed to keep pets?	🖾 Yes 🗆 No	
If yes, specify any restrictions or conditions on pet ownership:	Pets are welcome, if prior consent is obtained from both the scheme operator and the body corporate.	
Visitors		
17.3 Are there restrictions on visitors staying with residents or visiting?	⊠ Yes □ No	

If yes, specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager): Visitors may stay with a resident for up to 1 month (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent. The resident must stay in the unit at the same time as their visitor.

manager):				
Village by-laws and village rules				
17.4 Does the village have village by- laws?	<ul> <li>Yes D No</li> <li>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.</li> <li>Note: See notice at end of document regarding inspection of village by-laws</li> </ul>			
17.5 Does the operator have other rules for the village?	<ul> <li>Yes D No</li> <li>If yes: Rules may be made available on request.</li> <li>Note from the operator: Under the terms of your residence contract, you and your visitors will not be permitted to smoke or vape anywhere in the village, including in your unit.</li> </ul>			
Resident input				
17.6 Does the village have a residents committee established under the <i>Retirement</i> <i>Villages Act 1999</i> ?	<ul> <li>Yes No</li> <li>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.</li> <li>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</li> </ul>			
Part 18 - Accreditation				
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<ul> <li>No, village is not accredited</li> <li>Yes, village is voluntarily accredited through:</li> </ul>			
<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.				

Part	19 - Waiting list				
19.1 Does the village maintain a waiting list for entry?		$\boxtimes$	Yes 🗆 No		
	, <b>,</b> .		No fee		
lf ye	•		Fee of \$ which is		
	hat is the fee to in the waiting list?		refundable on entry to the village		
JO					
Acce	ess 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).					
$\boxtimes$	Certificate of registration for the retirement village scheme				
$\boxtimes$	Certificate of title or current title search for the retirement village land				
$\boxtimes$	Village site plan				
$\boxtimes$	Plans showing the location, floor plan or dimensions of accommodation units available 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				
$\boxtimes$	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 charge 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 Communities, Housing and Digital Economy website.

#### Further information

If you would like more information, contact the Department of Communities, Housing and Digital Economy

on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

#### **General Information**

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

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

## Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999* [*ME note: Italicise name of Act to comply with the prescribed form*]. This includes investigating complaints and alleged breaches of the Act. Department of Communities, Housing and Digital Economy GPO Box 690, Brisbane, QLD 4001 Phone: 07 3012 2666 Email: regulatoryservices@chde.qld.gov.au Website: www.chde.qld.gov.au/regulatoryservices

## **Queensland Retirement Village and Parks 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: <u>www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-</u> 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: <u>caxton@caxton.org.au</u> Website: <u>https://caxton.org.au</u>

# 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: <u>www.qls.com.au</u>

# **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: <u>enquiries@qcat.qld.gov.au</u> Website: <u>www.qcat.qld.gov.au</u>

# **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: <u>www.justice.qld.gov.au</u>

# 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 more cost effective to adapt when life's circumstances change. Website: www.livablehousingaustralia.org.au