Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Salford Waters Estate

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.

Form 3

- 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/salford-waters/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 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.





ABN: 86 504 771 740

• 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 November 2023 and applies to prospective residents.

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

Part 1 – Operator and management details			
1.1 Retirement village location	Retirement Village Name: Salford Waters Estate		
	Street Address: 9 Salford Street		
	Suburb: Victoria Point		
	State: Queensland		
	Post Code: 4165		
1.2 Owner of the land on which the	Name of land owner: Salford Living Pty Limited		
retirement village scheme is located	Australian Company Number (ACN): 096 964 591		
	Address: Level 18, 9 Castlereagh Street		
	Suburb: Sydney		
	State: New South Wales		
	Post Code: 2000		
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Salford Living Pty Limited		
	Australian Company Number (ACN): 096 964 591		
	Address: Level 18, 9 Castlereagh Street		
	Suburb: Sydney		
	State: New South Wales		
	Post Code: 2000		
	Date entity became operator: 19/07/2011		

1.4 Village management and	Name of village management entity and contact details: Salford Living Pty Limited
onsite availability	Australian Company Number (ACN): 096 964 591
	Phone: (07) 3207 6509
	Email: salfordwaters@levande.com.au
	An onsite manager (or representative) is available to residents:
	Full time
	Part time
	By appointment only
	None available
	└┘ Other:
	Onsite availability includes:
	Weekdays: Monday to Friday, 8:00am to 4:00pm
	Weekends: N/A
1.5 Approved closure plan or transition plan	Is there an approved plan for the village? □ Yes ⊠ No
for the retirement village	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? \Box Yes \boxtimes 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.
Part 2 – Age limits	
2.1 What age limits	Single occupants must be at least 55. For multiple occupants, both
apply to residents in this village?	must be at least 55.
	CILITIES AND SERVICES
Part 3 – Accommodatio	n units: Nature of ownership or tenure
3.1 Resident	Freehold (owner resident)
ownership or tenure of	
the units in the village is:	Lease (non-owner resident)
	Licence (non-owner resident)

	\Box Share in company title entity (non-owner resident)						
	Unit in unit trust (non-owner resident)						
	Rental (non-owner resident)						
	☐ Other						
Accommodation types							
3.2 Number of units by accommodation type and tenure	There are 181 units in the village, comprising 181 single storey units; 0 units in a multi-storey building with 0 levels						
Accommodation Unit	Freehold	Leasehold	Licence	Other			
Independent living units							
- Studio	-	-	-	-			
- One bedroom (<i>Eden</i>)	-	6	-	-			
- Two bedrooms (Stradbroke)	-	66	-	4			
- Three bedrooms (<i>Moreton</i>)	-	36	-	-			
Serviced units	-		-	-			
- Studio	-	-	-	-			
- One bedroom	-	See 'Other' below	-	-			
- Two bedrooms	-	-	-	-			
- Three bedrooms	-						
Other:	-		-	-			
Independent living units	-		-	-			
 One bedroom with study (<i>Macleay</i>) 	-	21	-	-			
Serviced units	-		-	-			
- One bedroom	-	48	-	-			
Total number of units		177		4			
Access and design							
3.3 What disability access and design features do the units and the village contain?	\boxtimes Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in \square all \boxtimes some units Note from the scheme operator . Serviced Apartments have level access from the street into and between all areas of the unit.			some units its have level			
	\boxtimes Alternatively, a ramp, elevator or lift allows entry into \square all \boxtimes some units			ito □ all ⊠ some			
	\Box Step-free (hobless) shower in \boxtimes all \Box some units						

	$\hfill\square$ Width of doorways allow for wheelchair access in $\hfill\square$ all $\hfill\square$ some units
	\Box Toilet is accessible in a wheelchair in \Box all \Box some units
	Other key features in the units or village that cater for people with disability or assist residents to age in place:
	□ None
Part 4 – Parking for resi	dents and visitors
4.1 What car parking in the village is	Some units (all independent living units) with own garage or carport attached or adjacent to the unit
available for residents?	\Box Some units with own garage or carport separate from the unit
	\Box Some units with own car park space adjacent to the unit
	All/some (unit type) units with own car park space separate from the unit
	General car parking for residents in the village
	□ Other parking e.g. caravan or boat:
	\boxtimes 48 serviced apartment units with no car parking for residents
	Note from the scheme operator : Serviced Apartments do not have car parking
	\Box No car parking for residents in the village
	Restrictions on resident's car parking include: N/A
4.2 Is parking in the village available for	🖾 Yes 🗆 No
visitors?	Visitors must only park in designated parking bays or as otherwise designated by scheme operator.
If yes, parking restrictions include:	
Part 5 – Planning and de	evelopment
5.1 Is construction or	Year village construction started: 1993
development of the village complete?	S Fully developed / completed
Jan Se compress	Partially developed / completed
	Construction yet to commence
5.2 Construction, development applications and development approvals	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 Planning Act 2016
Provide details and timeframe of	N/A
development or proposed development, including the final	

number and types of units and any new facilities.					
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				
	for certain types of redevelopme a development approval. A rede the residents of the village (by a meeting) or by the Department c	of Housing and Public Works.			
Part 6 – Facilities onsite					
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 [indoor/ outdoor] Business centre (e.g. computers, printers, internet access) Chapel/prayer room Communal laundries 	 Medical consultation room Café – 2 days/week Shop Swimming pool [outdoor] [heated] Separate lounge in community centre Spa [outdoor] [heated] Storage area for boats/caravans Tennis court [full/half] Village bus or transport Workshop 			
	 Communal laundries Community room or centre Dining room Gardens Gym Hairdressing or beauty room Library 	Other:			
	hat is not funded from the Genera s on access or sharing of facilities	I Services Charge paid by residents or (e.g. with an aged care facility).			
Not applicable.		() () () () () () () () () ()			
6.2 Does the village have an onsite,	🗆 Yes 🖾 No				

attached, adjacent or co-located residential aged care facility?	
retirement village operation of the retirement village. by an Aged Care Asses	es are not covered by the <i>Retirement Villages Act 1999 (Qld).</i> The tor cannot keep places free or guarantee places in aged care for residents. To enter a residential aged care facility, you must be assessed as eligible sment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth).</i> In you move from your retirement village unit to other accommodation and new contract.
Part 7 – Services	
7.1 What services are	'General Services' provided to all residents are:
provided to all village residents (funded	 Operating the retirement village for the benefit and enjoyment of residents.
from the General Services Charge fund paid by residents)?	 Providing, operating and managing the community areas and facilities.
	Gardening and landscaping.
	 Managing security at the retirement village.
	 Maintaining the security system, emergency help system and/or safety equipment (if any).
	 Maintaining fire-fighting and protection equipment.
	 Maintaining and updating safety and emergency procedures for the retirement village.
	 Cleaning, maintaining and repairing the community areas and facilities.
	 Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility, see item 10.3 for details).
	 Monitoring and eradicating pests.
	 Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.
	 Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.
	 Maintaining any licences required in relation to the retirement village.
	 Paying operating costs in connection with the ownership and operation of the retirement village.
	• Maintaining insurances relating to the retirement 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.
	Complying with the Act.
	 Any other general service funded via a general services charges budget for a financial year.
	For 'Coochie' style of serviced apartments, the general services charges include charges for:

	weekly cleaning service to serviced apartment;			
	 three (3) meals per day; and 			
	 weekly supply of laundered linen consisting of sheets, pillowcases and towels. 			
7.2 Are optional	🛛 Yes 🗌 No			
personal services provided or made available to residents on a user-	Residents of serviced apartments, other than residents of 'Coochie' style serviced apartments (as these services are included), have the option to obtain, on a user pays basis:			
pays basis?	 cleaning service (subject to availability); 			
	 one (1) meal per day (subject to availability); 			
	 welfare checks or medication prompts (subject to availability); 			
	For details of fees, please contact the scheme operator.			
7.3 Does the retirement village operator provide government	☐ 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 [insert])			
funded home care services under the	Yes, home care is provided in association with an Approved Provider: Five Good Friends / Enrich Living Services			
Aged Care Act 1997 (Cwth)?	$\hfill\square$ No, the operator does not provide home care services, residents can arrange their own home care services			
Home Support Program an aged care assessme services are not covere	may be eligible to receive a Home Care Package, or a Commonwealth in subsidised by the Commonwealth Government if assessed as eligible by ent team (ACAT) under the Aged Care Act 1997 (Cwth). These home care ad 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?	□ Yes ⊠ No			
8.2 Does the village have an emergency help system?	Yes - all residents Optional No			
If yes or optional:	The service provider is I.N.S Lifeguard			
 the emergency help system details are: 	The costs of the system are included in the General Services Charge (subject to the residence contract). 24 hours per day, 7 days per week.			
 the emergency help system is monitored: 				

An ingoing contribution to secure a right to res	Fire, first aid and emergen AL MANAGEMENT ribution - entry costs to live in is the amount a prospective side in the retirement village.	
9.1 What is the	Accommodation Unit	Range of ingoing contribution
estimated ingoing	Independent living units	
contribution (sale price) range for all	- Studio	N/A
types of units in	- One bedroom (<i>Eden</i>)	\$342,000 to \$352,000
the village	- Two bedrooms (Stradbroke)	\$468,000 to \$761,000
	- Three bedrooms (<i>Moreton</i>)	\$636,000 to \$909,000
	Serviced units	
	- Studio	-
	- One bedroom (Coochie)	\$148,000 to \$162,000
	- Two bedrooms	-
	- Three bedrooms	-
	Other:	
	Independent living units	
	 One bedroom with study (<i>Macleay</i>) 	\$395,000 - \$449,000
	Serviced apartments	
	- One bedroom (Russell)	\$228,000 - \$240,000
	Full range of ingoing contributions for all unit types	\$148,000 to \$909,000

9.2 Are there		_			
different financial	🛛 Yes 🔲 No				
options available	For independent living units and serviced apartments, there are 2 contract				
for paying the	options available:				
ingoing	Peace of Mind				
contribution and	Capital Share				
exit fee or other	The key differences between the contract options are:				
fees and charges under a residence	 whether the unit is an independent living unit or a serviced 				
contract?	apartment; and				
If yes, specify or set	• the v	vay capital gain	and capital loss (if any) are	shared, and the	
out in a table how		ee that is payab	· · · · · · · · · · · · · · · · · · ·		
the contract options	Independer	nt living units			
work e.g. pay a higher ingoing	Contract	Capital gain	Exit fee	Exit	
contribution and less	option	and loss	(refer Part 11)	entitlement	
or no exit fee:		shares		payment date	
		(refer 13.1)		after vacating the village (refer	
				14.2)	
	Peace of	Resident: 0%	5% of the ingoing	6 months	
	Mind	Scheme	contribution per year, on		
		operator:	a pro-rata daily basis, up		
		100%	to a maximum of 5 years		
	Capital	Resident:	(25%) 5% of the ingoing	18 months	
	Share	50%	contribution per year, on		
	Chare	Scheme	a pro-rata daily basis, up		
		operator:	to a maximum of 7 years		
		50%	(35%)		
	Serviced apartments				
	Contract	Capital gain	Exit fee	Exit entitlement	
	option	and loss	(refer Part 11)	payment date	
		shares		after vacating	
		(refer 13.1)		the village (refer 14.2)	
	Peace of	Resident:	9% of the ingoing	6 months	
	Mind	0%	contribution for the first		
		Scheme	year,		
		operator:			
		100%	plus		
			8% of the ingoing		
			contribution per year for		
			the second and third year		
			Coloulated an a restrict		
			Calculated on a pro-rata daily basis (25%)		
	Capital	Resident:	9% of the ingoing	18 months	
	Share	50%	contribution per year for		
		Scheme	the first 3 years		
		operator:			
		50%	plus		
		1			

9.3 What other entry costs do residents need to pay?	Costs rel	•	erator: The re	for the fourth on a pro-rata 35%) ct esident is respo	onsible for his/her complying with the
	lease.				
	Costs rel	lated to any othe	er contract e.g		
		payment of Ge		6	.
		he scheme ope the first day of e		eneral Service	s Charge is paid in
		sts: The resident fees to register t		e for Queensla	nd Titles Registry
Part 10 – Ongoing C	osts - costs v	while living in t	he retirement	t village	
 General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1. Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract. The budgets for the General Services Charge and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report. Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly. 					
contribution					
Type of Unit	t General Services Charge (weekly) Maintenance Reserve Fund contribution (weekly)				Reserve Fund
Independent Living U	ndent Living Units				
- Studio					
- One bedroom (Ed	len) \$142.	78		\$31.21	
- Two bedrooms (Stradbroke)	\$154.2	28		\$35.92	
- Three bedrooms					
Serviced Units					
- Studio	-				

- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other:		
Independent living units		
 One bedroom with study (<i>Macleay</i>) 	\$151.08	\$36.95
 Two bedroom, two bathroom and one study (<i>Moreton</i>) 	\$159.16	\$41.66
Serviced units		
- One bedroom with full kitchen (<i>Russell</i>)	\$158.71	\$24.43
 One bedroom with kitchenette (<i>Coochie</i>) 	\$418.08	\$22.48

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 Independent living units

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022/23	\$132.75 - \$147.98	4.75%	\$22.83 to \$30.47	3.96%
2021/22	\$126.73 to \$141.27	1.47%	\$21.96 to \$29.31	-0.29%
2020/21	\$124.90 to \$139.22	1.47%	\$22.02 to \$29.40	No change

Serviced apartments

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2022/23	\$139.81 to \$355.46	4.33%	\$16.44 to \$17.86	3.96%
2021/22	\$133.31 to \$340.72	1.61%	\$15.82 to \$17.18	No change
2020/21	\$131.20 to \$335.31	3.22% to 3.76%	\$15.81 to \$17.18	No change

10.2 What costs relating to the units are not covered by the	Contents insurance	☐ Water⊠ Telephone	
General Services Charge? (residents will need to pay these costs separately)	units only) Image: Electricity – Independent living units only Image: Gas	 Internet Pay TV Other: internal treatments for pests and insects 	
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: Note from the scheme operator: Residents are responsible for items they own or bring into their Unit; alterations they make to their Unit; deliberate damage and accelerated wear to their Unit and servicing of appliances, equipment, fixtures and fittings in their Unit. The scheme operator will be responsible for all other repair, maintenance and replacement of items in the Unit. 		
10.4 Does the operator offer a	⊠ Yes □ No		
maintenance service or help residents arrange repairs and maintenance for their unit? If yes, provide	The operator has a day-to-day maintenance person in the Village and the cost of that service is included in the General Services Charge (except where the resident is responsible for that cost in item 10.3). An appropriately qualified contractor will attend to other repairs and maintenance where necessary.		
details, including any charges for this service:			
Part 11– Exit fees - w	hen you leave the village		
		nen they leave their unit or when the right 'deferred management fee' (DMF).	
11.1 Do residents pay an exit fee		t fee calculated using the same formula	
when they permanently leave their unit?	\boxtimes 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 		
If yes: list all exit fee options that may apply to new contracts:	Independent living units Peace of Mind 5% of the ingoing contribution per year of residence, up to a maximum of 5 years (25%). Capital Share		

I	5% of the ingoing contribution per year of residence, up to a maximum of 7	
	years (35%).	
	Daily basis	
	The exit fee is calculated on a pro-rata daily basis for partial years of residence.	
	Serviced apartments	
	Peace of Mind	
	9% of the ingoing contribution for the first year of residence, plus 8% of the ingoing contribution per year of residence for years 2 and 3. Maximum is 25% for 3 years.	
	Capital Share	
	9% of the ingoing contribution for years 1 to 3 (inclusive) of residence, plus 8% of the ingoing contribution for year 4 of residence. Maximum is 35% for 4 years.	
	Daily basis	
	The exit fee is calculated on a pro-rata daily basis for partial years of residence.	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution	
Independent Living L	Jnit - Peace of Mind	
1 year	5% of your ingoing contribution	
2 years	10% of your ingoing contribution	
3 years	15% of your ingoing contribution	
4 years	20% of your ingoing contribution	
5 years	25% of your ingoing contribution	
10 years	25% of your ingoing contribution	
Note: if the period of c a daily basis.	occupation is not a whole number of years, the exit fee will be worked out on	
· · ·	ped) exit fee is 25% of the ingoing contribution after 5 years of residence.	
	is: 5% of your ingoing contribution x 1/365.	
Note from the scheme operator: The minimum exit fee is for 1 day of residence.		
Independent Living Unit - Capital Share		
1 year	5% of your ingoing contribution	
2 years	10% of your ingoing contribution	
3 years	15% of your ingoing contribution	
4 years	20% of your ingoing contribution	
5 years	25% of your ingoing contribution	
6 years	30% of your ingoing contribution	
7 years	35% of your ingoing contribution	
10 years	35% of your ingoing contribution	
<u>u</u>		

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: 35% of the ingoing contribution after 7 years of residence. The minimum exit fee is: 5% of your ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

Serviced Apartment – Peace of Mind		
1 year	9% of your ingoing contribution	
2 years	17% 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		

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 the ingoing contribution after 3 years of residence. The minimum exit fee is: 9% of your ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

Serviced Apartment – Capital Share		
1 year	9% of your ingoing contribution	
2 years	18% of your ingoing contribution	
3 years	27% of your ingoing contribution	
4 years	35% of your ingoing contribution	
5 years	35% of your ingoing contribution	
10 years	35% of your ingoing contribution	
Note: if the period	d of occupation is not a whole number of years, the exit fee will be worked out on	

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: 35% of the ingoing contribution after 4 years of residence. The minimum exit fee is: 9% of your ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

11.2 What other exit costs do residents need to pay or contribute to?	Sale costs for the unit 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.
	□ Legal costs ⊠ Other costs: The resident is responsible for Queensland Titles Registry
	registration fees to surrender the lease.

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident	🛛 Yes 🗆 No
responsible for reinstatement of the unit when they leave the unit?	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	\Box Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)
unit when they	$oxedsymbol{\boxtimes}$ Optional, only applies to residents who share in the capital gain on
leave the unit?	the sale of their unit, and the resident pays 50% of any renovation costs
	Note from the scheme operator: Residents who sign a 'Capital Share Contract' obtain 50% of any capital gain and therefore pay 50% of any renovation costs. Residents who sign a 'Peace of Mind Contract' do not receive a share of any capital gain and therefore are not required to pay any renovation costs.
	🗆 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	☐ Yes, the resident's share of the capital gain is
share in the capital	$oxed{i}$ Optional - residents can elect to share in a capital gain or loss option
<i>gain</i> or capital <i>loss</i> on the resale of	the resident's share of the capital gain is 50%
	the resident's share of the capital loss is 50%
their unit?	<i>Note from the scheme operator:</i> Residents can elect to share in capital gain and capital loss by signing a 'Capital Share Contract'.
	□ 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			
	er the right to reside is terminated and the former resident has left the unit.		
14.1 How is the exit entitlement which	The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident.		
the operator will pay the resident	For a 'Peace of Mind Contract', when the ingoing contribution is repaid to the resident, the resident must pay the scheme operator:		
worked out?	• the exit fee (see Part 11, item 11.1);		
	 100% of the registration costs (see Part 11, item 11.2); 		
	• 100% of the costs of the reinstatement work (if any) (see Part 12); and		
	• any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator.		
	For a 'Capital Share Contract', when the ingoing contribution is repaid to the resident:		
	 the scheme operator must also pay the resident 50% of any capital gain (if any) (see Part 13); and 		
	 the resident must pay the scheme operator: 		
	\circ the exit fee (see Part 11, item 11.1);		
	\circ 100% of the registration costs (see Part 11, item 11.2);		
	 100% of the costs of the reinstatement work (if any) (see Part 12); 		
	\circ 50% of the costs of the renovation work (if any) (see Part 12);		
	\circ 50% of the capital loss (if any) (see Part 13); and		
	\circ any other costs (for example, outstanding general services		
	charges) the resident is liable to pay under the residence		
	contract or any other agreement with the scheme operator.		
14.2 When is the exit entitlement	By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:		
payable?	the day stated in the residence contract		
	which is 6 months after the termination of the residence contract		
	<i>Note from the scheme operator:</i> This applies to 'Peace of Mind Contracts' only.		
	If the residence contract is terminated under the Change of Mind Money Back Guarantee provisions, an earlier date as described in 17.1.		
	• 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? Part 15– Financial m	7 accommodation of 35 accommodation 10 months was the unit over the last th Note from the sch time to sell a service anagement of the v	units were resold of average length of t ree financial years teme operator . 19 ced apartment over	during the last fina time to sell an inde <i>months was the a</i> v	ncial year pendent living unit /erage length of
15.1 What is the				
financial status for	General Services	Charges Fund for	the last 3 years	
the funds that the	Independent livin			
operator is	Financial Year	Deficit/Surplus	Balance	Change from
required to		Dencil/Sulpius	Dalarice	previous year
maintain under the	2022/23	\$18,955	\$914,446	7.88%
Retirement	2021/22	\$25,218	\$847,605	12.52%
Villages Act 1999?		<i>\\</i> 20,210	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	12:0270
	2020/21	\$32,258	\$753,301	3.62%
	Serviced apartme	ents		
	Financial Year	Deficit/Surplus	Balance	Change from
				previous year
	2022/23	(\$35,040)	\$527,321	12.77%
	2021/22	(\$75,711)	\$467,586	3.79%
	2020/21	(\$77,771)	\$450,502	0.42%
		al Services Charge uarter if no full final		\$
	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available		\$437,412	
	Balance of Capita	I Replacement Fui ast quarter if no full		\$595,125
	Percentage of a re the Capital Replac	sident ingoing cont ement Fund	ribution applied to	N/A (amounts are paid each year as
	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.		recommended by the quantity surveyor's report)	
		t vot operating		
	operator has paid a serviced apartmen contributes toward serviced apartmen	neme operator : Fo a contribution towa ts to make up the c	rds general service deficit. The scheme ne general services increases, the sche	es charges for e operator also s charge for vacant

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 Do If yes, the resident is responsible for these insurance policies: Contents insurance (for the resident's property in the unit); Public liability insurance (for incidents occurring in the resident's unit); Workers' compensation insurance (for the resident's employees or contractors); and Third-party insurance (for the resident's motor vehicles or mobility devices).
Part 17 – Living in the	village
Trial or settling in per	iod in the village
17.1 Does the village offer prospective residents a trial period or a settling in period in the village? If yes, provide details including, length of period, relevant time frames and any costs or conditions: Pets 17.2 Are residents allowed to keep	 ☑ Yes □ No A settling-in period of 6 months applies to new residents, which starts on the date the residence contract commences. If the resident gives notice of termination of their residence contract during the settling-in period, the residence contract will terminate 1 month later and the exit entitlement will be paid within a further 45 days. The resident will not be required to pay an exit fee, or to pay service fees from the date of departure. All amounts paid by the resident under the residence contract (including service fees) will be refunded, except for legal and registration costs, moving costs, utilities charges, and amounts paid to other parties. ☑ Yes □ No Pets are welcome, if the scheme operator's prior consent is obtained.
pets? If yes, specify any restrictions or conditions on pet ownership:	Tets are welcome, it the scheme operator's phoreonsent is obtained.
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 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.

Village by-laws and v	illage 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 ☑ Yes □ No
operator have other rules for the village.	If yes: Rules may be made available on request.
Resident input	
17.6 Does the	🛛 Yes 🔲 No
village have a residents committee established under the <i>Retirement</i> <i>Villages Act 1999</i> ?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.
	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 – Accreditatio	n
18.1 Is the village voluntarily	No, village is not accredited
accredited through an industry- based accreditation scheme?	☐ Yes, village is voluntarily accredited through:
	e accreditation schemes are industry-based schemes. The Retirement
<i>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	🛛 Yes 🗆 No
entry?	

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 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
- 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 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 <u>www.hpw.gld.gov.au</u>

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: <u>www.qld.gov.au/seniorsliving</u>

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.gld.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: <u>www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement</u>

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: <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: 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: <u>www.livablehousingaustralia.org.au/</u>