# **Retirement Villages**

# Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

# Name of village: North Lakes 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.

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 <a href="https://levande.com.au/community/north-lakes/for-sale/">https://levande.com.au/community/north-lakes/for-sale/</a>
- 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.



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 30 June 2024 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	Retireme	Retirement Village Name: North Lakes Resort					
village location	Street ad	Street address: 60 Endeavour Boulevard					
	Suburb:	North Lakes		State:	QLD	Postcode:	4509
1.2 Owner of the land	Name of I	and owner: Aust	tralian Retir	ement S	Services I	No.1 Pty Ltd	
on which the retirement village	Australia	n Company Num	ber: 068 40	8 051			
scheme is located	Address:	Level 18, 9 Cas	tlereagh Sti	reet			
	Suburb:	Sydney		State:	NSW	Postcode:	2000
1.3 Village operator		entity that operat			illage (sc	heme operato	r):
	Australia	n Retirement Ser	vices No.1	Pty Ltd			
	Australiar	n Company Num	ber: 068 40	8 051			
	Address:	Level 18, 9 Cas	tlereagh Str	reet			
	Suburb:	Sydney		State:	NSW	Postcode:	2000
	Date enti	ty became opera	tor: Ma	rch 2007	7		
<b>1.4 Village</b> Name of village management entity and contact details:			S:				
management and onsite availability	Australian Retirement Services No.1 Pty Ltd						
	Australian Company Number: 068 408 051						
	Phone: 07 3482 5201 Email: nlrr@levande.com.au						
	An onsite manager (or representative) is available to residents:						
	🛛 Full	time					
		t time					
	🗆 Bya	appointment only					
	🗆 Non	None available					
	□ Other						
	Onsite av	ailability includes	6:				
	Weekday	s: Monday to	Friday, betv	ween th	e hours o	of 8am to 4pm	
	Weekends: N/A						
	1						

<ul> <li>Is there an approved 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>
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. If 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
Single occupants must be at least 65. For multiple occupants, both must be at least 65.
ACILITIES AND SERVICES
on units: Nature of ownership or tenure
<ul> <li>Freehold (owner resident)</li> <li>Lease (non-owner resident)</li> <li>Licence (non-owner resident)</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				
3.2 Number of units by accommodation type and tenure		units in the village, -storey building wit		single storey units; 86
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio	-	-	-	-
- One bedroom	-	-	-	-
- Two bedrooms	-	-	208	-
- Three bedrooms	-	-	14	-
Serviced units				
- Studio	-	-	-	-
- One bedroom	-	-	27	-
- Two bedrooms	-	-	-	-
- Three bedrooms	-	-	-	-
Other: • One bedroom plus study	-	-	106	-
Courtesy Serviced Apartment	-	-	1	-
Total number of units	-	-	356	-
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  <ul> <li>all</li> <li>some units</li> </ul> </li> <li>Alternatively, a ramp, elevator or lift allows entry into  <ul> <li>all</li> <li>some units</li> </ul> </li> <li>Step free (hobless) shower in  <ul> <li>all</li> <li>some units</li> </ul> </li> <li>Width of doorways allow for wheelchair access in  <ul> <li>all</li> <li>some units</li> </ul> </li> <li>Toilet is accessible in a wheelchair in  <ul> <li>all</li> <li>some units</li> </ul> </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 residents and visitors					
4.1 What car parking in the village is available for	$\boxtimes$ Some units (villas) with own garage or carport attached or adjacent to the unit				
residents?	□ All/some units with own garage or carport separate from the unit				
	All/some units with own car park space adjacent to the unit				
	some units (condominiums) with own car park space separate from the unit				
	General car parking for residents in the village				
	Other parking e.g. boat and caravan or: Recreational vehicle (RV) parking				
	Some units (serviced apartments) with no car parking for residents				
	□ No car parking for residents in the village				
	Restrictions on resident's car parking include: Residents must not park				
	on common property.				
4.2 Is parking in the village available for visitors?	⊠ Yes □ No				
If yes, parking restrictions include:	Visitors must only park in designated parking bays or as otherwise designated by scheme operator.				
Part 5 - Planning and d	levelopment				
5.1 Is construction or	Year village construction started: 2003				
development of the	Fully developed / completed				
village complete?	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 development or proposed development, including the final number and types of units and any new facilities.	N/A

5.3 Redevelopment plan under the Retirement Villages	Is there an approved redevelopment plan for the village under the Retirement Villages Act?			
Act 1999	□ 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.			
		elopment approval docume		ment regarding inspection of the
Part 6 - Facilities onsite	e at t	he village		
6.1 The following	$\boxtimes$	Activities or games room	$\boxtimes$	Medical consultation room with
facilities are currently available to	$\boxtimes$	Arts and crafts room		visiting General Practitioner and Lifestyle Wellbeing Coordinator
residents:		Auditorium		Restaurant
	$\boxtimes$	BBQ area outdoors	$\boxtimes$	Shop
	$\square$	Billiards room	$\boxtimes$	Swimming pool
	$\boxtimes$	Bowling green		$\boxtimes$ indoor $\Box$ outdoor
		□ indoor ⊠ outdoor		$\boxtimes$ heated $\Box$ not heated
		Business centre (e.g. computers, printers, internet access)	$\boxtimes$	Separate lounge in community centre
		Chapel/prayer room	$\boxtimes$	Spa
	$\boxtimes$	Communal laundries		$\boxtimes$ indoor $\Box$ outdoor
	$\boxtimes$	Community room or		$\boxtimes$ heated $\square$ not heated
		centre	$\boxtimes$	Storage area for boats/caravans
		Dining room		Tennis court 🛛 full 🗌 half
	$\square$	Gardens	$\boxtimes$	Village bus or transport
	$\boxtimes$	Gym	$\boxtimes$	Workshop
			$\boxtimes$	Other:
	$\boxtimes$	Hairdressing or beauty room		• utility room
	$\boxtimes$	Library		<ul><li>nurses office</li><li>putt-putt golf</li></ul>
				<ul><li>croquet</li></ul>
				<ul> <li>cafe</li> </ul>
				• bar
				hobby garden
				hothouse

, j	that is not funded from the General Services Charge paid by residents or ons on access or sharing of facilities (e.g. with an aged care facility).				
The serviced apartment complex is available to residents of serviced apartments only and					
•	ncludes the following facilities:				
<ul> <li>day lounge on ea</li> </ul>	ch level;				
<ul> <li>lift access to all float</li> </ul>	oors				
<ul> <li>assisted bathroom</li> </ul>	n				
<ul> <li>fully equipped res</li> </ul>	sidents' laundry				
<ul> <li>access to dining r</li> </ul>	oom with full table service				
<ul> <li>tiled terraces to a</li> </ul>	Il apartments.				
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	□ Yes ⊠ No				
<b>Note</b> : Aged care facilities are not covered by the <i>Retirement Villages Act 1999</i> (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 <i>Aged Care Act 1997</i> (Cwth).					
Exit fees may apply whe may involve entering a r	n 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 from the General	<ul> <li>Operating the retirement village for the benefit and enjoyment of residents.</li> </ul>				
Services Charge	<ul> <li>Managing the common areas and facilities.</li> </ul>				
fund paid by residents)?	<ul> <li>Maintaining the security system, emergency help system and/or safety equipment (if any).</li> </ul>				
,	<ul> <li>Maintaining fire-fighting and protection equipment.</li> </ul>				
	<ul> <li>Maintaining and updating safety and emergency procedures for the retirement village.</li> </ul>				
	<ul> <li>Cleaning, maintaining and repairing the common property, all buildings erected on the common property and the facilities.</li> </ul>				
	Monitoring and eradicating pests.				

	<ul> <li>Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>Paying operating costs in connection with the ownership and operation of the village.</li> <li>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.</li> <li>Complying with the Act.</li> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<ul> <li>Yes D No</li> <li>The following personal services may be available on a user pays basis: <ul> <li>meal delivery to unit;</li> <li>private maintenance/handyman;</li> <li>private garden maintenance;</li> <li>parking of a recreational vehicle;</li> <li>charge electric scooters in common areas.</li> </ul> </li> <li>For details of fees, please contact the scheme operator.</li> <li>Note from the scheme operator: Residents of serviced apartments must pay a Serviced Apartment Charge for additional services provided under the Serviced Apartment Agreement. Details of that charge are available from the scheme operator on request or in a Form 4 Prospective Costs Document provided to you by the scheme operator. </li> </ul>
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 Aged Care Act 1997 (Registered Accredited Care Supplier - RACS ID number)</li> <li>Yes, home care is provided in association with an Approved Provider: 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 an aged care assessme	hay be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by nt team (ACAT) under the <i>Aged Care Act 1997</i> (Cwth). These home care d by the <i>Retirement Villages Act 1999</i> (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	🗆 Yes 🛛 No			
have a security system?	NOTE: Front gates close from 6:00pm to 6:00am each night and only accessible via security fob			
8.2 Does the village have an emergency help system?	☑ Yes - all residents	□ Optional □ No		
If yes or optional:				
<ul> <li>the emergency help system details are:</li> </ul>	The costs of the system a subject to the residence c	re included in the General Services Charge, ontract.		
	Residents are provided wi when emergency assistar	th a pendant that can be worn and activated ace is required.		
<ul> <li>the emergency help system is monitored between:</li> </ul>	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?	⊠ Yes □ No			
If yes, list or provide details e.g. first aid kit, defibrillator:	Fire, first aid and emergency equipment			
COSTS AND FINANCIA	L MANAGEMENT			
Part 9 - Ingoing contrib	oution - 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.				
<b>Note from the scheme operator:</b> The ingoing contribution is a loan paid to the scheme operator by a resident when entering the village pursuant to a loan deed forming part of the residence contract. In this document it is also referred to as the 'Loan'.				
9.1 What is the	Accommodation Unit	Range of ingoing contribution (or Loan)		
estimated ingoing contribution (sale	Independent living units			
price) range for all	- Studio	-		
types of units in the village	- One bedroom			
	- Two bedrooms	\$516,000 to \$656,000		
	- Three bedrooms	\$809,000 to \$809,000		
	Serviced units			

	- Studio				
	- One bedroom		\$184,000 to \$197,000		
	- Two bedrooms				
	- Three bedrooms				
	Other: Independent living units • One bedroom plus study		\$414,000 to \$473,000		
	<ul> <li>Two bedro plus study</li> </ul>		\$516,000 to \$717,000		
	<ul> <li>Three bedroom study</li> </ul>	plus	\$826,000 to \$826,000		
	Full range of ingoing contributions for all unit types		\$184,000 to \$826,000		
			<b>perator:</b> The above amorable in addition if you se		
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?	<ul> <li>Yes D No</li> <li>There are 2 payment options available: <ul> <li>Pay Upfront</li> <li>Pay Later</li> </ul> </li> <li>The key differences between the 2 payment options are set out below:</li> </ul>				
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:	Payment option	Exit fee (refer P		Upfront Fee (refer Part 9.3)	
	Pay Upfront	Not app	licable	20% of the Loan	
	Pay Later	Maximu 5 years For a Se	ndependent Living Unit: m 30% of the Loan over erviced Apartment: m 30% of the Loan over	Not applicable	

9.3 What other entry costs do residents	⊠ Transfer or stamp duty, and any other relevant duty (if you select the <i>Pay Upfront</i> option)			
need to pay?	Costs related to your residence contract			
	Costs related to any other contract e.g.			
	Advance payment of General Services Charge			
	Other costs: The Upfront Fee (if you select the Pay Upfront o	ption)		

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

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

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

The budgets for the General Services Charge 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	-	-
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-

- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other: • One bedroom plus study	-	-
Two bedroom plus study	-	-
All units pay a flat rate	\$105.52	Nil

**Note from the scheme operator**: The village comprises a community titles scheme registered under the Body Corporate and Community Management Act 1997 (Qld). Most buildings and structures located in the village (excluding the inside of accommodation units which is owned by the scheme operator) and plant machinery and equipment used in the operation of the village form part of the village common property and/or are owned by the body corporate. Some of the other capital items used in the operation of the village are, or may be, owned by the scheme operator from time to time.

A Maintenance Reserve Fund has been established for the village under the Act, however as the Act prohibits the use of this fund for the maintenance and repair of body corporate property, the fund is maintained with a nominal or \$0 balance at all times and there are no contributions residents are required to make to it as part of the Residence Charge.

A Body Corporate Sinking Fund operates for maintaining, repairing and replacing the body corporate property capital items. Residents are responsible only for contributing towards the maintenance and repair of body corporate property capital items. The scheme operator is obliged to make contributions to fund the replacement of body corporate property capital items – refer below for information relating to Body Corporate Sinking Fund contributions.

Last three years of General Services Charge and Maintenance Reserve Fund contribution				
Financial year	General Services Charge (range) (weekly)	Overall % change from previous year (+ or -)		
2023/24	\$95.61	9.48%	\$0	No change
2022/23	\$87.33	0.48%	\$0	No change
2021/22	\$83.34	0.88%	\$0	No change

#### 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.

*Note from the scheme operator: The below sets out only the contribution payable by residents.* **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	\$0	\$30.00
- Three bedrooms	\$0	\$30.00
Serviced Units		
- Studio	-	
- One bedroom	\$0	\$30.00
- Two bedrooms	-	-
- Three bedrooms	-	-
Other (specify): • One bedroom plus study	\$0	\$30.00
Two bedroom plus study	\$0	\$30.00
All units pay a flat rate	-	-

**Note from the scheme operator**: The scheme operator is the sole member of the Body Corporate and the Body Corporate has appointed the scheme operator as its manager and caretaking service contractor.

The Residence Charge payable by residents under the residence contract with the scheme operator includes the resident's contribution to the Body Corporate Sinking Fund and the Body Corporate Administration Fund, in addition to the General Services Charge and the Maintenance Reserve Fund Contribution.

# 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 -)	Sinking Fund contribution (weekly)	Overall % change from previous year (+ or -)
2022/23	\$nil	0%	\$30.00	0.00%
2021/22	\$nil	0%	\$30.00	0.00%
2020/21	\$nil	0%	\$30.00	0.00%

10.2 What costs	$\boxtimes$	Contents insurance		Water
relating to the units are not covered by		Home insurance	$\boxtimes$	Telephone
the General Services		(freehold units only)	$\boxtimes$	Internet
Charge? (residents	$\boxtimes$	Electricity	$\boxtimes$	Pay TV
will need to pay these costs	$\boxtimes$	Gas		Other: Serviced apartments and condominiums
separately)				A fair and reasonable proportion for the cost of providing hot water to the serviced apartments and the condominiums, including but not limited to, maintenance and provisions for renewal and replacement of the plant and equipment used in or about the

	production of hot water and its reticulation. The scheme operator can provide particulars about the current approximate cost on request.
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>Unit fixtures</li> <li>Unit fittings</li> <li>Unit appliances</li> <li>None</li> <li>Additional information</li> <li>Note from the scheme operator: Except for repairs, maintenance or replacement that are the responsibility of the body corporate and/or the scheme operator, residents are responsible for:         <ul> <li>maintenance and repair of:</li> <li>all fixtures, fittings and chattels which form part of the unit;</li> <li>wires on the common property in connection with television or wireless reception which serve exclusively the unit;</li> <li>drains, tubes, pipes, sewers and wires which are on and terminate in and serve the unit;</li> <li>television antenna or wire aerial on common property that serve exclusively the unit; and</li> <li>the cost of repairing or replacing any part of the unit or the common property which is damaged due to the negligent act or omission of the resident or any visitor.</li> </ul> </li> </ul>
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:	<ul> <li>Yes No     <li>Maintenance services are provided on a user pays basis.</li> <li>Details of charges are available from the scheme operator on request.</li> </li></ul>

## Part 11 - Exit fees- when you leave the village

	pay an exit fee to the operator when they leave their unit or when the right 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?	<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 worked 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> <li><i>Pay Later option – Independent living units</i></li> <li>6% of the Loan 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 Loan (also known as the ingoing contribution)
Pay Later option - Inde	ependent living units
1 year	6% of the Loan
2 years	12% of the Loan
3 years	18% of the Loan
4 years	24% of the Loan
5 years	30% of the Loan
10 years	30% of the Loan
a daily basis. The maximum (or cappe	cupation is not a whole number of years, the exit fee will be worked out on ed) exit fee is 30% of the Loan after 5 years of residence. : 6% of the Loan x 1/365 (for 1 day of residence).

A resident may have to pay an exit fee to the operator when they leave their unit or when the right

1 year	10% of the Loan	
2 years	20% of the Loan	
3 years	30% of the Loan	
5 years	30% of the Loan	
,	30% of the Loan	
a daily basis. The maximum (or cappe	cupation is not a whole number of years, the exit fee will be worked out or ed) exit fee is 30% of the Loan after 3 years of residence. : 10% of the Loan x 1/365 (for 1 day of residence).	
	<i>Pay Upfront option</i> Not applicable.	
11.2 What other exit costs do residents need to pay or contribute to?	Not applicable.	
	t 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:	
	<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>	
	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?	<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	
Part 14 - Exit entitleme	nt or buyback of freeho	old units
		ay be required to pay the former resident under a ninated and the former resident has left the unit.
14.1 How is the exit entitlement which the operator will pay the resident worked out?	<ul> <li>entry) is repaid to the resident select item 11.1); and</li> <li>any other amounts (Charges) the reside any other agreemen o</li> <li>If the resident selected</li> </ul>	ted the <i>Pay Later</i> option, the exit fee (see Part 11, for example, outstanding General Services nt is liable to pay under the residence contract or at with the scheme operator. the <i>Pay Upfront</i> option, the scheme the relevant part of the Upfront Fee
	Your length of residence	Refund calculation based on: the Loan
	1 year or less 2 years or less, but	10% of the Loan 3% of the Loan
	more than 1 year	
	More than 2 years	Nil

14.2 When is the exit entitlement payable?		rator must pay the e <b>earliest</b> of the fol		to a former resident	
	the day stated in the residence contract				
	which is 6 months after the termination of the residence contract				
		idence contract is <b>ee</b> provisions, an e		r the <b>Change of Mind</b> escribed in 17.1.	
	•	r the settlement of ext resident or the		ight to reside in the	
	under the re unless the o the Queensl	sidence contract, o perator has been o and Civil and Adm	even if the unit ha granted an exten inistrative Tribun	dent's right to reside as not been resold, sion for payment by al (QCAT). bate or letters of	
		•		of a former resident	
14.3 What is the turnover of units for	4 accommodation year	on units were vaca	int as at the end	of the last financial	
sale in the village?	27 accommodat	tion units were res	old during the las	st financial year	
		t living units, 6 mo he last three finan		erage length of time to	
		artments, 21 mont he last three finan		age length of time to	
Part 15 - Financial man	agement of the	village			
15.1 What is the		es Charges Fund	I for the last 3 yes	ars	
financial status for the funds that the	Financial Year	Deficit/Surplus	Balance	Change from previous year	
operator is required to maintain under the	2022/23				
Retirement Villages Act 1999?	Independent living units	\$59,958	\$1,560,804	-	
	Serviced apartments	(\$145,177)	\$235,099	-	
	2021/22				
	Independent living units	\$62,584	\$1,362,360	-5.98%	
	Serviced apartments	(\$74,078)	\$229,785	-9.70%	
	2020/21				
	Independent living units	\$144,695	\$1,448,972	0.89%	
	Serviced apartments	(\$168,107)	\$209,467	-8.33%	
	contribution tow deficit. The sch	scheme operator vards the General s neme operator con les Charge for vaca	Services Charges tributes towards		

Balance of <b>General Services Charges Fund</b> for he last financial year OR last quarter if no full inancial year available Balance of <b>Maintenance Reserve Fund</b> for last	\$
Balance of Maintenance Reserve Fund for last	
inancial year OR last quarter if no full financial year available	\$112.00
Balance of <b>Capital Replacement Fund</b> for the last inancial year OR last quarter if no full financial year available	(\$366,459)
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund	Nil
The operator pays a percentage of a resident's ngoing 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.	
<b>Note from the scheme operator</b> : A Maintenance Reserve Fund has been established he Act. However as the Act prohibits the use of this maintenance and repairs of body corporate property, maintained is a nominal or \$0 balance and there are residents are required to make to it as part of the Re and	fund for the the fund is no contributions
A Capital Replacement Fund has been established for he Act. However as the Act prohibits the use of this replacement of body corporate property, the fund is not nominal of \$0 balance and there are no contributions	fund for the maintained with a
DR The village is not yet operating	
	alance of <b>Capital Replacement Fund</b> for the last nancial year OR last quarter if no full financial ear available ercentage of a resident ingoing contribution pplied to the Capital Replacement Fund he operator pays a percentage of a resident's agoing contribution, as determined by a quantity urveyor's report, to the Capital Replacement und. This fund is used for replacing the village's apital items. <b>Iote from the scheme operator</b> : Maintenance Reserve Fund has been established he Act. However as the Act prohibits the use of this naintenance and repairs of body corporate property, haintained is a nominal or \$0 balance and there are esidents are required to make to it as part of the Re nd Capital Replacement Fund has been established for he Act. However as the Act prohibits the use of this eplacement of body corporate property, the fund is in ominal of \$0 balance and there are no contributions of the scheme and there are no contributions

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 village?	Financial Year	Deficit/Surplus	Balance	Change in balance from previous year	
	2022/23	(\$2,586)	\$5,475	-32.07%	
	2021/22	(\$2,711)	\$8,060	-25.17%	
	2020/21	(\$2,690)	\$10,771	-20.04%	
	Balance of <b>Sinking Fund</b> to cover spending of a capital or non-recurrent nature for the last financial year OR last quarter if no full financial year available		\$1,136,407		
	OR □ the village	ge is not yet oper	ating		

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?	□ 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></ul>				
Part 17 - Living in the v	illage				
Trial or settling in perio	od in the village				
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:	With the <i>Change of Mind Guarantee</i> , if the resident changes their mind and decides to leave the village, they may within the first 6 months of entering the village give the scheme operator a notice requiring the scheme operator to repay the Loan. If they do so, then 45 days after the notice is given, the scheme operator will repay the Loan. No exit fee will be payable, and the service fees will cease from the date the notice is given, however the service 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 the scheme operator's prior consent is obtained				
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	<b>For an independent living unit</b> : 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. Residents are required to notify the village manager within 24 hours of a visitor's arrival if a visitor intends to stay for longer than 2 days.
manager):	<b>For a serviced apartment</b> : Visitors may stay with a resident for up to 2 days (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent. Residents are required to notify the village manager within 24 hours of a visitor's arrival.

Village by-laws and vil	lage rules		
17.4 Does the village have village by-laws?	<ul> <li>Yes X 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</i> 1999?	<ul> <li>Yes D 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>		
5	accreditation schemes are industry-based schemes. The <i>Retirement</i> 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		

	s, what is the fee to oin the waiting list?	<ul> <li>No fee</li> <li>Fee of: \$ which is:</li> <li>refundable on entry to the village</li> <li>non-refundable</li> </ul>		
Acce	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).				
$\boxtimes$	Certificate of regis	tration 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 the village	location, floor plan or dimensions of accommodation units available in		
_		or facilities under construction		

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- 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 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 <u>www.hpw.qld.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 Communities, Housing and Digital Economy

Regulatory Services administers the Retirement Villages Act 1999. 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 3013 2666 Email: <u>regulatoryservices@chde.qld.gov.au</u> Website: <u>www.chde.qld.gov.au/</u>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-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: <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: 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: <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