

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 February 2019

Name of village: **Shine Birtinya**

### Important information for the prospective resident

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

### Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:

- Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://www.caxton.org.au) or phone 07 3214 6333.
- The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

#### More information

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

**The information in this Village Comparison Document is correct as at 14 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

<b>1.1 Retirement village location</b>	Retirement Village Name: Shine Birtinya  Street Address: 3 Reflection Crescent  Suburb: Birtinya  State: Queensland  Post Code: 4575
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: Birtinya Retirement Living Pty Limited  Australian Company Number (ACN): 657 212 185  Address: Level 18, 9 Castlereagh Street  Suburb: Sydney  State: New South Wales  Post Code: 2000
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): Birtinya Retirement Living Pty Limited  Australian Company Number (ACN): 657 212 185  Address: Level 18, 9 Castlereagh Street  Suburb: Sydney  State: New South Wales  Post Code: 2000  Date entity became operator: 29/07/2022  <i>(Note: the previous scheme operator was a company within the same corporate group managing this village since 21/03/2018)</i>

<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details: Birtinya Retirement Living Pty Limited</p> <p>Australian Company Number (ACN): 657 212 185</p> <p>Phone: 1800 727 170</p> <p>Email: <a href="mailto:birtinyaretirementvillage@levande.com.au">birtinyaretirementvillage@levande.com.au</a></p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time  <input type="checkbox"/> Part time  <input type="checkbox"/> By appointment only  <input type="checkbox"/> None available  <input type="checkbox"/> Other:</p> <p>Onsite availability includes:</p> <p>Weekdays: Monday to Friday, 8:00am to 4:00pm  Weekends: N/A</p>
<p><b>1.5 Approved closure plan or transition plan for the retirement village</b></p>	<p>Is there an approved transition plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p>Is there an approved closure plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of 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.</i></p>

<b>1.6 Statutory charge over retirement village land</b>	<p><i>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.</i></p> <p><i>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.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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**Part 2 – Age limits**

<b>2.1 What age limits apply to residents in this village?</b>	Single occupants must be at least 65. For multiple occupants, both must be at least 65.
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**ACCOMMODATION, FACILITIES AND SERVICES**

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

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<input type="checkbox"/> Freehold (owner resident) <input type="checkbox"/> Lease (non-owner resident) <input checked="" type="checkbox"/> Licence (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident)
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**Accommodation types**

<b>3.2 Number of units by accommodation type and tenure</b>	There are 140 units in the village, comprising 0 single storey units; 140 units in a multi-storey building with 7 levels
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Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio	-	-	-	-
- One bedroom	-	-	-	-
- Two bedrooms	-	98	-	
- Three bedrooms	-	26	-	
Serviced units				
- Studio	-	-	-	-
- One bedroom	-	-	-	-
- Two bedrooms	-	-	-	-
- Three bedrooms	-	-	-	-

Other:	-	-	-	-
- One bedroom plus study		16		
Total number of units		140		

### Access and design

<p><b>3.3 What disability access and design features do the units and the village contain?</b></p>	<p><input type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Step-free (hobless) shower in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p>Width of doorways allow for wheelchair access in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place: This Village adheres to Liveable Housing Design silver guidelines.</p> <p><input type="checkbox"/> None</p>
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### Part 4 – Parking for residents and visitors

<p><b>4.1 What car parking in the village is available for residents?</b></p>	<p><input type="checkbox"/> All/some/[unit type] units with own garage or carport attached or adjacent to the unit</p> <p><input type="checkbox"/> All/some/[unit type] units with own garage or carport separate from the unit</p> <p><input type="checkbox"/> All/some/[unit type] units with own car park space adjacent to the unit</p> <p><input checked="" type="checkbox"/> Some units with own car park space separate from the unit</p> <p><input type="checkbox"/> General car parking for residents in the village</p>
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<p><b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include:</p>	<p><input type="checkbox"/> Other parking e.g. caravan or boat:</p> <p><input checked="" type="checkbox"/> Some units with no car parking for residents</p> <p><b>Note from the scheme operator:</b> <i>Some one bedroom units do not have a car space.</i></p> <p><input type="checkbox"/> No car parking for residents in the village</p> <p>Restrictions on resident's car parking include: A swipe card is required to access basement car park.</p>
<p><b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Visitors must only park in designated parking bays or as otherwise designated by scheme operator.</p>

**Part 5 – Planning and development**

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

Year village construction started: 2017

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.....

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**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 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 the end of document regarding inspection of the development approval documents.

## Part 6 – Facilities onsite at the village

**6.1 The following facilities are currently available to residents:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Activities or games room<br><input type="checkbox"/> Arts and crafts room<br><input checked="" type="checkbox"/> Auditorium<br><input checked="" type="checkbox"/> BBQ area outdoors<br><input checked="" type="checkbox"/> Billiards room<br><input type="checkbox"/> Bowling green [indoor/outdoor]<br><input type="checkbox"/> Business centre (e.g. computers, printers, internet access)<br><input type="checkbox"/> Chapel / prayer room<br><input type="checkbox"/> Communal laundries<br><input checked="" type="checkbox"/> Community room or centre<br><input checked="" type="checkbox"/> Dining room<br><input checked="" type="checkbox"/> Gardens<br><input checked="" type="checkbox"/> Gym<br><input checked="" type="checkbox"/> Hairdressing or beauty room<br><input checked="" type="checkbox"/> Library | <input checked="" type="checkbox"/> Medical consultation room<br><input type="checkbox"/> Restaurant<br><input type="checkbox"/> Shop<br><input checked="" type="checkbox"/> Swimming pool [outdoor] [heated]<br><input checked="" type="checkbox"/> Separate lounge in community centre<br><input type="checkbox"/> Spa [indoor/outdoor] [heated/not heated]<br><input type="checkbox"/> Storage area for boats/caravans<br><input type="checkbox"/> Tennis court [full/half]<br><input checked="" type="checkbox"/> Village bus or transport<br><input type="checkbox"/> Workshop<br><input type="checkbox"/> Other: |
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

Some classes, activities and additional services provided in the Wellness Centre are not included in the General Services Charge and are provided on a user-pays basis.

**6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?**

- Yes    No
- Name of residential aged care facility and name of the approved provider: Kawana Waters Care Community

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

## Part 7 – Services

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

- 'General Services' provided to all residents are:
- Operating the village for the benefit and enjoyment of residents.
  - Providing, operating and managing the communal areas and facilities.
  - Gardening and landscaping.
  - Managing security at the village.
  - Maintaining the security system, emergency help system and/or safety equipment (if any).
  - Maintaining fire-fighting and protection equipment.

	<ul style="list-style-type: none"> <li>• Maintaining and updating safety and emergency procedures for the village.</li> <li>• Cleaning, maintenance, repairs and replacements for the communal areas and facilities</li> <li>• Maintenance, repairs and replacements for units (except where this is a resident's responsibility).</li> <li>• Monitoring and eradicating pests (except where this is a resident's responsibility).</li> <li>• Engaging necessary staff and contractors, which may include a village manager, cleaning and maintenance personnel, security personnel, and/or relief personnel.</li> <li>• Arranging for administrative, secretarial, book-keeping, accounting and legal services.</li> <li>• Maintaining licences required in relation to the retirement village.</li> <li>• Paying operating costs for the village.</li> <li>• Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> (the <b>Act</b>) 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>
<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Personal services available for selection (on a user pays basis) are as follows:</p> <ul style="list-style-type: none"> <li>• Laundry service: bag provided for laundry, 48 hour turnaround, clothes folder (does not include ironing or dry cleaning);</li> <li>• Cleaning services: A number of different options are available depending on the level of clean / time that the resident requires;</li> <li>• Personal care services;</li> <li>• Nurse support; and</li> <li>• Handyman services.</li> </ul> <p>A price list can be obtained from the scheme operator on request.</p>
<p><b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997</i> (Cwth)?</b></p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier - RACS ID number [insert])</p> <p><input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: Five Good Friends / Enrich Living Services</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
<p><b>Note:</b> Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the <i>Aged Care Act 1997</i> (Cwth). These home care services are not covered by the <i>Retirement Villages Act 1999</i> (Qld).</p>	

**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

<p><b>8.1 Does the village have a security system?</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
<p><b>8.2 Does the village have an emergency help system?</b> If yes or optional,</p> <ul style="list-style-type: none"> <li>• the emergency help system details are:</li> <li>• the emergency help system is monitored:</li> </ul>	<p><input checked="" type="checkbox"/> Yes - all residents      <input type="checkbox"/> Optional      <input type="checkbox"/> No</p> <p>The service provider is I.N.S Lifeguard 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.</p>
<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b> If yes, list or provide details (e.g. first aid kit, defibrillator):</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Fire, first aid and emergency equipment (including defibrillator).</p>

## COSTS AND FINANCIAL MANAGEMENT

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

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

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>
	Independent living units	
	- Studio	-
	- One bedroom	\$377,000
	- Two bedrooms	\$461,000 to \$750,000
	- Three bedrooms	\$606,000 to \$1,021,000
	Serviced units	
	- Studio	-
	- One bedroom	-
	- Two bedrooms	-
	- Three bedrooms	-
	Other:	-
	- One bedroom plus study	\$362,000 to \$519,000
	- Two bedroom plus study	\$502,000 to \$804,000
	<b>Full range of ingoing contributions for all unit types</b>	\$377,000 to \$1,021,000
	<b>Note from the scheme operator:</b> <i>The above amounts exclude the Upfront Fee, which is payable in addition if you select the Pay Upfront option.</i>	

<p><b>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?</b></p> <p>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:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No There are 2 contract options available: <ul style="list-style-type: none"> <li>• Pay Upfront</li> <li>• Pay Later</li> </ul> The key differences between the 2 payment options are set out below:		
	<b>Payment Option</b>	<b>Exit fee (refer Part 11)</b>	<b>Upfront Fee (refer Part 9.3)</b>
	<i>Pay Upfront</i>	Not applicable	20% of the Ingoing Contribution
<i>Pay Later</i>	For an Independent Living Unit: Maximum 30% of the Ingoing Contribution over 5 years  For a Serviced Apartment: Maximum 30% of the Ingoing Contribution over 3 years	Not applicable	
<p><b>9.3 What other entry costs do residents need to pay?</b></p>	<input checked="" type="checkbox"/> Transfer or stamp duty, and any other relevant duty (if you select the <i>Pay Upfront</i> option) <input type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. .... <input checked="" type="checkbox"/> Advance payment of General Services Charge <input checked="" type="checkbox"/> Other costs: The Upfront Fee (if you select the <i>Pay Upfront</i> option).		

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

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

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

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other:	-	-
All units pay a flat rate	\$122.90	\$23.15

**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**

**Note from the scheme operator:** As construction of Stages 1 and 2 of the Village were completed in 2017/18 financial year, the above information is not available for previous years.

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2023/24	\$107.73	10.10%	\$23.15	-10.2%
2022/23	\$97.84	0.69%	\$25.79	0.92%
2021/22	\$97.16	-0.97%	\$24.15	4.09%

<b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b>	<input checked="" type="checkbox"/> Contents insurance	<input type="checkbox"/> Water
	<input type="checkbox"/> Home insurance (freehold units only)	<input checked="" type="checkbox"/> Telephone
<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Internet	<input checked="" type="checkbox"/> Pay TV
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Other: internal treatments for pests and insects	

<p><b>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?</b></p>	<p> <input checked="" type="checkbox"/> Unit fixtures  <input checked="" type="checkbox"/> Unit fittings  <input checked="" type="checkbox"/> Unit appliances  <input type="checkbox"/> None </p> <p>Additional information:</p> <p><b>Note from the scheme operator:</b> Residents are responsible for: keeping their unit clean and tidy, fixing any damage or deterioration caused by the resident or their visitors (beyond fair wear and tear); having annual pest inspections and treatments in the unit; and taking care of their own property in the unit.</p>
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<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b></p> <p>If yes, provide details, including any charges for this service:</p>	<p> <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No </p> <p>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.</p>
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**Part 11– Exit fees - when you leave the village**

*A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a ‘deferred management fee’ (DMF).*

<p><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b></p> <p>If yes, list all exit fee options that may apply to new contracts:</p>	<p>If you select the <i>Pay Later</i> option:</p> <p> <input checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula  <input type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract  <input type="checkbox"/> No exit fee  <input type="checkbox"/> Other </p> <p>If you select the <i>Pay Upfront</i> option:</p> <p> <input checked="" type="checkbox"/> No exit fee </p> <p><b>Pay Later option – Independent living units</b>  6% of the ingoing contribution per year of residence, up to a maximum of 5 years (30%).</p> <p><b>Pay Later option – Serviced apartments</b>  10% of the ingoing contribution per year of residence, up to a maximum of 3 years (30%).</p>
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<p>Time period from date of occupation of unit to the date the resident ceases to reside in the unit</p>	<p>Exit fee calculation based on: your ingoing contribution</p>
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<b>Pay Later option – Independent Living Units</b>	
1 year	6% of your ingoing contribution
2 years	12% of your ingoing contribution
3 years	18% of your ingoing contribution
4 years	24% of your ingoing contribution
5 years	30% of your ingoing contribution
10 years	30% of your ingoing contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.  The maximum (or capped) exit fee is 30% of the ingoing contribution after 5 years of residence.  The minimum exit fee is: 6% of your ingoing contribution x 1/365 (for 1 day of residence).</p>	
	<p><b>Pay Upfront option</b>  Not applicable.</p>
<p><b>11.2 What other exit costs do residents need to pay or contribute to?</b></p>	<p>Not applicable.</p>

## Part 12 – Reinstatement and renovation of the unit

**12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?**

Yes  No

*Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:*

- *fair wear and tear; and*
- *renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.*

*Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.*

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.

**12.2 Is the resident responsible for renovation of the unit when they leave the unit?**

No

*Renovation means replacements or repairs other than reinstatement work. By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.*

## Part 13– Capital gain or losses

**13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital gain or capital loss on the resale of their unit?**

No

## Part 14 – Exit entitlement or buyback of freehold units

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

### 14.1 How is the exit entitlement which the operator will pay the resident worked out?

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, less:

- if the resident selected the *Pay Later* option, the exit fee (see Part 11, item 11.1); and
- 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.

If the resident selected the *Pay Upfront* option, the scheme operator will also repay the relevant part of the Upfront Fee specified below (if applicable):

Your length of residence	Refund calculation based on: your ingoing contribution
1 year or less	10% of your ingoing contribution
2 years or less, but more than 1 year	3% of your 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 **earliest** of the following days:

- the day stated in the residence contract
  - which is 6 months after the termination of the residence contract
  - 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.
- 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?

1 accommodation units were vacant as at the end of the last financial year  
 3 accommodation units were resold during the last financial year  
 5 months was the average length of time to sell a unit over the last three financial years\*



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

<p><b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b></p>	<b>General Services Charges Fund</b> for the last 3 years			
	Financial Year	Deficit/Surplus	Balance	Change from previous year
	2022/23	\$103,624	\$686,997	13.96%
	2021/22	\$168,741	\$602,816	56.77%
	2020/21	\$195,310	\$384,521	133.17%
	Balance of <b>General Services Fund</b> for last year OR last quarter if no full financial year available			\$686,997
Balance of <b>Maintenance Reserve Fund</b> for last financial year OR last quarter if no full financial year available			\$285,218	

	Balance of <b>Capital Replacement Fund</b> for the last financial year OR last quarter if no full financial year available	\$159,654
	<p>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</p> <p>The operator pays a percentage of a resident’s ingoing contribution, as determined by a quantity surveyor’s report, to the Capital Replacement Fund. This fund is used for replacing the village’s capital items.</p>	N/A (amounts are paid each year as recommended by the quantity surveyor's report)
OR		
<input type="checkbox"/> the village is not yet operating.		

**Part 16 – Insurance**

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

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

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

<p><b>16.1 Is the resident responsible for arranging any insurance cover?</b></p> <p>If yes, the resident is responsible for these insurance policies:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If yes, the resident is responsible for these insurance policies:</p> <ul style="list-style-type: none"> <li>• Contents insurance (for the resident's property in the unit);</li> <li>• Public liability insurance (for incidents occurring in the resident's unit);</li> <li>• Workers' compensation insurance (for the resident's employees or contractors); and</li> <li>• Third-party insurance (for the resident's motor vehicles or mobility devices).</li> </ul>

## Part 17 – Living in the village

### ***Trial or settling in period in the village***

**17.1 Does the village offer prospective residents a trial period or a settling in period in the village?**

If yes, provide details including, length of period, relevant time frames and any costs or conditions:

Yes  No

The 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 will stop on the vacant possession date, however, the service fees accrued to that date remain payable and will not be refunded.

### ***Pets***

**17.2 Are residents allowed to keep pets? If yes, specify any restrictions or conditions on pet ownership:**

Yes  No

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?**

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 village rules***

**17.4 Does the village have village by-laws?**

Yes  No

By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.

Note: See notice at end of document regarding inspection of village by-laws

**17.5 Does the operator have other rules for the village.**

Yes  No

If yes: Rules may be made available on request.

***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.

<b>Resident input</b>	
<b>17.6 Does the village have a residents committee established under the <i>Retirement Villages Act 1999</i>?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i>  <i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>

**Part 18 – Accreditation**

<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through:
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**Note:** Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

**Part 19 – Waiting list**

<b>19.1 Does the village maintain a waiting list for entry?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, <ul style="list-style-type: none"> <li>what is the fee to join the waiting list?</li> </ul>	<input type="checkbox"/> No fee <input type="checkbox"/> Fee of: \$ which is: <ul style="list-style-type: none"> <li><input type="checkbox"/> refundable on entry to the village</li> <li><input type="checkbox"/> non-refundable</li> </ul>

## Access to documents

**The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).**

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
  
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services 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.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

## General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/seniorsliving](http://www.qld.gov.au/seniorsliving)

## Regulatory Services, Department of 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: [regulatoryservices@chde.qld.gov.au](mailto:regulatoryservices@chde.qld.gov.au)

Website: [www.chde.qld.gov.au/regulatoryservices](http://www.chde.qld.gov.au/regulatoryservices)

## Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://www.caxton.org.au)

## **Department of Human Services (Australian Government)**

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](http://www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement)

## **Seniors Legal and Support Service**

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: <https://caxton.org.au>

## **Queensland Law Society**

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: [info@qls.com.au](mailto:info@qls.com.au)

Website: [www.qls.com.au](http://www.qls.com.au)

## **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)

Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

## **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

## **Livable Housing Australia (LHA)**

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: [www.livablehousingaustralia.org.au/](http://www.livablehousingaustralia.org.au/)