

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740

Name of village: **Casa Mia Living**



Important information for the prospective resident

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

Notice for prospective residents

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

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

More information

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

The information in this Village Comparison Document is correct as at 14 August 2023 and applies to prospective residents.

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

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Casa Mia Living Street Address: 17-39 Salvatore Drive Suburb: Gordonvale State: Qld Post Code: 4865
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Ross Straguszi & Shonell Rose Roos as Trustee Under Instrument 721599429 and Ross Straguszi as Trustee Under Instrument 721599429 Australian Company Number (ACN): N/A Address: 101 Sheridan Street Suburb: Cairns City State: Qld Post Code: 4870
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): CM Living (Gordonvale) Pty Ltd Australian Company Number (ACN): 658 462 232 Address: 101 Sheridan Street Suburb: Cairns City State: Qld Post Code: 4870 Date entity became operator: 7 August 2023
1.4 Village management and onsite availability	Name of village management entity and contact details CM Living (Gordonvale) Pty Ltd Australian Company Number (ACN): 658 462 232 Phone: 0414 414 227 Email: bjwspecialprojects@gmail.com An onsite manager (or representative) is available to residents:

	<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 Onsite availability includes: Weekdays: 8:30am to 5pm Weekends: By appointment and on call
1.5 Approved closure plan or transition plan for the retirement village	Is there an approved transition plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i> Is there an approved closure plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <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 Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i>
1.6 Statutory Charge over retirement village land.	<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> <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. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</i> Is a statutory charge registered on the certificate of title for the retirement village land? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide details of the registered statutory charge Note from Operator: <i>A statutory charge is being prepared to be registered over the land, details of which will be inserted once registration is complete.</i>

Part 2 – Age limits

2.1 What age limits apply to residents in this village?	Occupants must be at least 65 years old.
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ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

3.1 Resident ownership or tenure of the units in the village is:	<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) <input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other
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Accommodation types

3.2 Number of units by accommodation type and tenure	There are 18 units in the village, comprising 18 single story units; 0 units in multi-story building.
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Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom			4	
- Two bedroom			8	
- Three bedroom			6	
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units			18	

Note from Operator: 18 units are being provided in Stage 1 of the Village development. A further 132 units will be added in Stages 2-7 of the Village development, bringing the total units in the Village to 150. See our comments below in Part 5.2 in relation to this development.

Access and design

<p>3.3 What disability access and design features do the units and the village contain?</p>	<p><input checked="" 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 checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input 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><input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place</p> <p>.....</p> <p><input type="checkbox"/> None</p>
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Part 4 – Parking for residents and visitors

<p>4.1 What car parking in the village is available for residents?</p>	<p><input checked="" type="checkbox"/> Some units with own car park space separate from the unit</p> <p>Restrictions on resident’s car parking include:</p> <p>Note from Operator: Car parking is available on request and subject to entering into a car park licence and availability. A refundable bond of \$20,000 is required as part of the car park licence.</p>
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<p>4.2 Is parking in the village available for visitors? If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Visitors are required to park in spaces that are designated for visitors.</p>
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Part 5 – Planning and development

<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction will commence in April 2023.</p> <p><input type="checkbox"/> Fully developed / completed</p> <p><input checked="" type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
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<p>5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of</p>	<p>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 <i>Planning Act 2016</i></p> <p>Village land</p> <p>The village land comprises Lot 800 on Survey Plan 328265.</p>
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<p>units and any new facilities.</p>	<p><i>Development of retirement village</i></p> <p>The operator plans to develop the village in 7 stages in accordance with Development Application 8/30/327 which provides for a 7-stage development of 150 independent living units.</p> <p>Stage 1 commenced in April 2023, with a scheduled completion in August 2024, providing 18 units and various communities facilities.</p> <p>Stage 2 is scheduled completion in August 2024. It will provide a further 16 units.</p> <p>Stage 3 is scheduled completion in June 2025. It will provide a further 24 units, as well as the Piazza.</p> <p>Stage 4 is scheduled completion in December 2025. It will provide a further 26 units.</p> <p>Stage 5 is scheduled completion in June 2026. It will provide a further 22 units.</p> <p>Stage 6 is scheduled completion in December 2026. It will provide a further 24 units.</p> <p>Stage 7 is scheduled completion in June 2027. It will provide a further 20 units.</p> <p>The Operator reserves the right to:</p> <ul style="list-style-type: none"> • Change the order the Stages are constructed and completed in; • Change the mix of 1, 2 & 3 bedroom units being constructed in each Stage; • Construct further accommodation units; • Remove, add, relocate, reconfigure, renovate, extend and/or improve any facilities; • Subdivide or further subdivide the village land; • Surrender or partially surrender any head lease or sub lease and enter into a head lease or sub lease over a smaller or larger area; • Construct additional rooms or areas in the village to be used for the purpose of office or management purposes (e.g. administration); and • Increase the village land (by adding or amalgamating other land) or decrease the village land (by disposing of, or removing land).
<p>5.3 Redevelopment plan under the Retirement Villages Act 1999</p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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</i></p>

meeting) or by the Department of Communities, Housing and Digital Economy.

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

Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

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|---|--|
| <input type="checkbox"/> Activities or games room | <input type="checkbox"/> Medical consultation room |
| <input type="checkbox"/> Arts and crafts room | <input type="checkbox"/> Restaurant |
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Shop |
| <input type="checkbox"/> BBQ area outdoors | <input type="checkbox"/> Swimming pool [indoor / outdoor]
[heated / not heated] |
| <input checked="" type="checkbox"/> Billiards room | <input checked="" type="checkbox"/> Separate lounge in community centre |
| <input type="checkbox"/> Bowling green [indoor/outdoor] | <input type="checkbox"/> Spa [indoor / outdoor]
[heated / not heated] |
| <input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access) | <input type="checkbox"/> Storage area for boats / caravans |
| <input type="checkbox"/> Chapel / prayer room | <input type="checkbox"/> Tennis court [full/half] |
| <input type="checkbox"/> Communal laundries | <input type="checkbox"/> Village bus or transport |
| <input checked="" type="checkbox"/> Community room or centre | <input type="checkbox"/> Workshop |
| <input checked="" type="checkbox"/> Dining room | <input checked="" type="checkbox"/> Other: Café, Commercial Kitchen |
| <input type="checkbox"/> Gardens | |
| <input type="checkbox"/> Gym | |
| <input type="checkbox"/> Hairdressing or beauty room | |
| <input type="checkbox"/> Library | |

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).

A Respite Centre will provide 5 respite units which will be available for both residents and the general public on a user pays basis.

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

- Yes No

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

<p>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</p>	<ul style="list-style-type: none"> ▪ operating and managing the Village; ▪ providing, operating and managing the community areas and facilities; ▪ access to meals through the onsite dining room; ▪ a care staff member will be on site 24-hours per day (Note: only emergency care is provided outside of business hours); ▪ providing a resident orientation, which may include information and resources specific to the relevant resident from time to time; ▪ gardening and landscaping; ▪ arranging and coordinating activities; ▪ managing security at the village; ▪ maintaining and testing the security system, emergency help system and safety equipment (including fire equipment); ▪ resident engagement system (which may include the provision of a portable tablet device); ▪ maintaining and updating safety and emergency procedures for the village; ▪ cleaning, maintenance, repairs and replacements of and to the community areas and facilities; ▪ maintenance, repairs and replacements of and to units and items inside units (except where this is the responsibility of a Resident); ▪ monitoring and exterminating pests (except to the extent that a resident is required to do so); ▪ engaging staff and contractors necessary for the operation of the village, which may include a village manager, wellness manager, activities coordinator, registered nurse cleaning and maintenance personnel, concierge staff, security personnel, personal care and nursing personnel and/or relief personnel; ▪ arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the village; ▪ maintaining any licences required in relation to the village; ▪ maintaining required insurances; ▪ complying with the law; and ▪ any other general services funded via a budget of general services costs for a financial year.
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<p>7.2 Are optional personal services provided or made</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>available to residents on a user-pays basis?</p>	<p>Care services, meals and heavy laundry services will be available on a user-pays basis.</p> <p>Services such as care, meals and laundry may be made available by the operator (or a third-party provider) on a user pays basis.</p> <p>A Respite Centre will provide 5 respite units which will be available for both residents and the general public on a user pays basis.</p> <p>The operator will assist in coordination of the required services at no cost.</p> <p>Charges for any other services provided (or facilitated) by the operator are available upon request.</p>
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<p>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</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)</p> <p><input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider</p> <p>Envigor Pty Ltd ACN 147 108 870</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
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Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.
Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 – Security and emergency systems

<p>8.1 Does the village have a security system? If yes: • the security system details are: the security system is monitored between:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Centrally monitored security cameras. Additionally, the village has a high fence and a main gate that is locked at night, requiring visitors to be buzzed in by the operator or residents.</p> <p>24 hours per day, 7 days per week by village staff (or by an appropriately qualified third party contractor).</p>
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<p>8.2 Does the village have an emergency help system? If yes or optional:</p>	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p>
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<ul style="list-style-type: none"> the emergency help system details are: <p>the emergency help system is monitored between:</p>	<p>Emergency response system equipment is installed in each accommodation unit and in all common areas which allows residents to activate an emergency call.</p> <p>24 hours a day, 7 days per week.</p>
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p> <p>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>First aid kits and equipment, adequate lighting of common areas, locks on doors, fire protection equipment as required by law. Additionally, defibrillators are available on-site.</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.

<p>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</p>	<p>Accommodation Unit</p>	<p>Range of ingoing contribution</p>	
	<p>Independent living units</p>		
	<p>— Studio</p>	<p>\$ to \$</p>	
	<p>- One bedroom</p>	<p>\$ 325,000.00 to \$ 325,000.00</p>	
	<p>- Two bedrooms</p>	<p>\$ 445,000.00 to \$ 445,000.00</p>	
	<p>- Three bedrooms</p>	<p>\$ 545,000.00 to \$ 545,000.00</p>	
	<p>Serviced units</p>		
	<p>— Studio</p>	<p>\$ to \$</p>	
	<p>— One bedroom</p>	<p>\$ to \$</p>	
	<p>— Two bedrooms</p>	<p>\$ to \$</p>	
	<p>— Three bedrooms</p>	<p>\$ to \$</p>	
	<p>Other</p>	<p>\$ to \$</p>	
	<p>Full range of ingoing contributions for all unit types</p>	<p>\$ 325,000.00 to \$ 545,000.00</p>	

<p>9.2 Are there different financial options</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>available for paying the incoming contribution and exit fee or other fees and charges under a residence contract? If yes: specify or set out in a table how the contract options work e.g. pay a higher incoming contribution and less or no exit fee.</p>	<p>The Village offers residents 2 contract options:</p> <ul style="list-style-type: none"> • Prepaid Contract: prepay your management fee, receive certainty on your DMF amount, and collect all the capital gain when you leave. • Standard Contract: defer your management fee and receive all the capital gain when you leave. <p>Further information on these contract options is set out in the following sections below.</p>
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<p>9.3 What other entry costs do residents need to pay?</p>	<p><input checked="" type="checkbox"/> Transfer or stamp duty <input checked="" type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. <i>[specify]</i> <input type="checkbox"/> Advance payment of General Services Charge <input type="checkbox"/> Other costs</p>
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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		
- Other – Based on number of occupants	\$ 173.00 for one occupant \$ 289.00 for couples	\$
All units pay a flat rate	\$	\$25.00

Note from Operator: The total amount payable for weekly General Services Charge and Maintenance Reserve Fund contributions are as follows:

- \$ 198.00 for one resident
- \$ 314.00 for two residents

Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2021/22	N/A	N/A	N/A	N/A
2020/21	N/A	N/A	N/A	N/A
2018/19	N/A	N/A	N/A	N/A

<p>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</p>	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other
<p>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?</p>	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None Additional information Residents are responsible for maintenance and repairs. The scheme operator is responsible for replacements.	
<p>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.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Details available from village manager	

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>11.1 Do residents pay an exit fee when they permanently leave their unit?</p>	<input 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 checked="" type="checkbox"/> Other
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If yes: list all exit fee options that may apply to new contracts	Prepaid Contract	15% for the first year of residence, with 7% per year in years two to four, of the ingoing contribution.
	Standard Contract	15% for the first year of residence, with 7% per year in years two to four, of the purchase price paid by the next resident of the unit.

Prepaid Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	15% of your ingoing contribution
2 years	22% of your ingoing contribution
3 years	29% of your ingoing contribution
4 years	36% of your ingoing contribution
5 years	36% of your ingoing contribution
10 years	36% of your ingoing contribution
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 36% of your ingoing contribution after 4 years of residence.</p> <p>The minimum exit fee is 15% of your ingoing contribution x 1/365 (for 1 day of residence).</p>	
Standard Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	15% of the purchase price paid by the next resident
2 years	22% of the purchase price paid by the next resident
3 years	29% of the purchase price paid by the next resident
4 years	36% of the purchase price paid by the next resident

5 years	36% of the purchase price paid by the next resident
10 years	36% of the purchase price paid by the next resident
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 36% of the purchase price paid by the next resident after 4 years of residence.</p> <p>The minimum exit fee is 15% of the purchase price paid by the next resident x 1/365 (for 1 day of residence).</p>	
<p>11.2 What other exit costs do residents need to pay or contribute to?</p>	<p><input checked="" type="checkbox"/> Sale costs for the unit</p> <p><input checked="" type="checkbox"/> Legal costs – currently \$990.00</p> <p><input checked="" type="checkbox"/> Other costs: Exit Administration Fee (currently \$5,000)</p>
<p>Part 12 – Reinstatement and renovation of the unit</p>	
<p>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. <p><i>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.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> No</p> <p>Operator Note: Despite its obligations under the Act, the Operator has agreed to fund 100% of any renovation costs.</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>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.</p>

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?

Yes, the resident's share of the
the resident's share of the

capital gain is 100%
capital loss is 100%

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 the following amounts:

- the Deferred Management Fee;
- any costs of any Reinstatement Work required due to damage the resident has caused to the unit and any Renovation Work you are obliged to contribute to;
- any costs and expenses incurred in connection with the termination of the residence contract (including any registration costs); and
- any other amounts the residents owes under the residence contract or any other agreements the resident has with the scheme operator or its related parties about the provision of good and services in the retirement village.

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
- 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?

NIL accommodation units were vacant as at the end of the last financial year

NIL accommodation units were resold during the last financial year

Part 15 – Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?	General Services Charges Fund for the last 3 years			
	Financial Year	Deficit/Surplus	Balance	Change from previous year
	2020/21	N/A	N/A	N/A
	2018/19	N/A	N/A	N/A
	2017/18	N/A	N/A	N/A
	Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$ N/A
	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$ N/A
Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available			\$ N/A	
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			N/A	
<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>				
OR <input checked="" 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.

16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, the resident is responsible for these insurance policies: <ul style="list-style-type: none"> • Contents insurance (for the resident's property in the unit) • Public liability insurance (for incidents occurring in the resident's unit) • Workers' compensation insurance (for the resident's employees or contractors) • Third-party insurance (for the resident's motor vehicles or mobility devices)
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Part 17 – Living in the village
Trial or settling in period in the village

<p>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Pets</p>	
<p>17.2 Are residents allowed to keep pets?</p> <p>If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Pets are welcome with the scheme operator's prior consent.</p>
<p>Visitors</p>	
<p>17.3 Are there restrictions on visitors staying with residents or visiting?</p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Visitors may stay with a resident for temporary visits of up to 4 weeks. Longer stays are permitted with consent of the scheme operator and should be discussed with the village manager.</p>
<p>Village by-laws and village rules</p>	
<p>17.4 Does the village have village by-laws?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
<p>17.5 Does the operator have other rules for the village.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>
<p>Resident input</p>	
<p>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><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></p> <p><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></p>
<p>Part 18 – Accreditation</p>	

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<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

19.1 Does the village maintain a waiting list for entry? If yes, • what is the fee to join the waiting list?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Access to documents

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

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.

Further Information

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

General Information

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

Website: 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

Website: caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: [Error! Hyperlink reference not valid. caxton.org.au](http://caxton.org.au)

Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

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

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

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

Website: www.livablehousingaustralia.org.au/