Retirement Villages

Form 3



ABN: 86 504 771 740

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: NORTHRIDGE HAVEN RETIREMENT VILLAGE

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 http://northridgehaven.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 1 February 2019 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 NORTHRIDGE HAVEN RETIREMENT VILLAGE				
	Street Address 42B Holberton Street				
	Suburb Toowoomba State Qld Post Code 4350				
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner The Redeemver Evangelical Lutheran Congregation, Neil Street, Toowoomba, Queensland and Good Shepherd Evangelical Lutheran Church, Harristown				
	Australian Company Number (ACN) Not applicable				
	Address 16 Harth Street				
	Suburb Toowoomba State Qld Post Code 4350				
1.3 Village operator	Name of entity that operates the retirement village (Village operator)				
	The Redeemer Evangelical Lutheran Congregation, Neil Street, Toowoomba, Queensland and Good Shepherd Evangelical Lutheran Church, Harristown				
	Australian Company Number (ACN) Not applicable				
	Address 16 Harth Street				
	Suburb Toowoomba State Qld Post Code 4350				
	Date entity became operator Registered on 27 July 2006				
1.4 Village	Name of village management entity and contact details				
management and onsite availability	Northridge Haven Retirement Village Management Committee, and its appointed Village Manager.				
	Australian Company Number (ACN) Not applicable				

	Phone 07 4634 1802 Email northridgehaven@bigpond.com	
	An onsite manager (or representative) is available to residents:	
	 □ Full time □ Part time □ By appointment only □ None available ☒ Other 	
	Onsite availability includes:	
	Weekdays 8.00 am to 5.00 pm	
	Weekends For emergency purposes only	
Part 2 – Age limits		
2.1 What age limits apply to residents in this village?	55 years of age	
ACCOMMODATION FA	CILITIES AND SERVICES	
3.1 Resident	n units: Nature of ownership or tenure ☐ Freehold (owner resident)	
ownership or tenure of the units in the village	Lease (non-owner resident)	
is:		
	☐ Share in company title entity (non-owner resident)	
	Unit in unit trust (non-owner resident)	
	Rental (non-owner resident)	
	Cther	

Accommodation types 3.2 Number of units by There are 26* units in the village, comprising 26 single story units; accommodation type there are no units in any multi-story building with levels as there is no and tenure multi-story building in the village. **Accommodation Unit** Freehold Leasehold Licence Other Independent living 26* 1 Rental Unit units – 2 bedroom occupied by the Village Manager NIL NIL NIL Studio NIL NIL NIL NIL NIL One bedroom 26 Two bedrooms NIL NIL NIL Three bedrooms NIL NIL NIL NIL Serviced units NIL NIL NIL NIL Studio NIL NIL NIL NIL One bedroom NIL **NIL NIL NIL** Two bedrooms **NIL** NIL NIL NIL Three bedrooms **NIL** NIL NIL NIL Other NIL NIL NIL NIL Total number of units Not applicable Not applicable 26 *This excludes one (1) rental unit occupied by and for the sole use of the Village Manager Access and design □ Level access from the street into and between all areas of the unit 3.3 What disability access and design (i.e. no external or internal steps or stairs) in \boxtimes all \square some units features do the units and the village \square Alternatively, a ramp, elevator or lift allows entry into \square all \square some contain? units ☐ Step-free (hobless) shower in ☐ all ☐ some units [Note: Delete either 'all' or 'some' which \boxtimes Width of doorways allow for wheelchair access in \square all \boxtimes some ever does not apply] units \boxtimes Toilet is accessible in a wheelchair in \square all \boxtimes some units ☐ Other key features in the units or village that cater for people with disability or assist residents to age in place

Part 4 - Parking for residents and visitors

□ None

4.1 What car parking in the village is available for residents?	 Some units with own garage or carport attached or adjacent to the unit Some units with own garage or carport separate from the unit Some units with own car park space adjacent to the unit Some units with own car park space separate from the unit General car parking for residents in the village Restrictions on resident's car parking include: These restrictions are outlined in the By-laws of the Village.
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	☑ Yes ☐ No Visitors must part in the regulated parking spaces provided throughout the Village. Roadways must be kept clear for emergency vehicles and others at all times. Lawns and roadways are not to be used for parking. Caravans, boats, etc. must be kept outside the Village. Time limits may apply to some car parks in the Village.
Part 5 – Planning and de	evelopment
5.1 Is construction or development of the village complete?	Year village construction started 1991 ⊠ Fully developed / completed □ Partially developed / completed □ Construction yet to commence
5.2 Is there development approval or a development application pending for further development or redevelopment of the village? [Note: Delete the following if this does not apply] If yes to either: Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	Development approval granted ☐ Yes ☒ No Development application pending ☐ Yes ☒ No 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	□ Activities or games room	☐ Medical consultation room		
available to residents:		☐ Restaurant		
	☐ Auditorium	☐ Shop		
	☐ BBQ area outdoors	☐ Swimming pool [indoor / outdoor]		
	☐ Billiards room	[heated / not heated]		
	☐ Bowling green [indoor/outdoor]	☐ Separate lounge in community centre		
	☐ Business centre (e.g.	☐ Spa [indoor / outdoor]		
	computers, printers, internet	[heated / not heated		
	access)	☐ Storage area for boats / caravans		
	☐ Chapel / prayer room	☐ Tennis court [full/half]		
	☐ Communal laundries	☐ Village bus or transport		
	○ Community room or centre			
	☐ Dining room	☐ Other – Use of Community Hall at		
	⊠ Gardens	Northridge Salem		
	☐ Gym	Recreation & social activities as organised by the Village Manager		
	☐ Hairdressing or beauty room	from time to time.		
	☐ Library			
	hat is not funded from the Generals on access or sharing of facilities	al Services Charge paid by residents or		
,	J	(e.g. with an aged care racinty).		
Use of Community Hall at N	onninge Salem			
6.2 Does the village have an onsite, attached, adjacent or co-located residential	ave an onsite, Name of residential aged care facility and name of the approved provider			
aged care facility?	Northridge Salem Aged Care Toowoomba provided by Lutheran Services is located adjacent to the Village but is not connected or associated in any way with the Village and there is no guarantee that residents of the Village may attain a place in the aged care facility known as Northridge Salem Aged Care Toowoomba.			
Note: Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . 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 (Cwth)</i> .				

Retirement Villages Act 1999 • Section 74 • Form 3 • V5 • February 2019

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 paid by residents)?

Management and administration.

Gardening and minor maintenance.

Recreation & social facilities as organised by management from time to time.

Workshop for woodwork and craft.

Use of a Community Hall at Northridge Salem.

Insurance (this does not cover residents' contents in accommodation units.

Operation of the emergency call system (see item 8.2).

Security Costs (if required).

Services and facilities provided by the Village for the general use and enjoyment of the residents and visitors to the Village.

Costs of any auditor engaged for the purposes of the Act or otherwise.

Certain lifestyle and social activities including social club.

Services associated with any outgoings, costs and expenses which the Village operator properly incurs in connection with the ownership, operation, management and administration of the Village.

The following items are not included in the General Services Charge:

- amounts payable directly by a resident under or in connection with a Residence Contract or the Act or by other residents of the Village under or in connection with their Residence Contract or the Act;
- amounts payable for or towards replacing the Village's capital items that are properly payable out of the Capital Replacement Fund;
- amounts payable for or towards maintaining or repairing the Village's capital items that are properly payable out of the Maintenance Reserve Fund;
- amounts payable for or towards costs awarded by QCAT against the Village Operator.

7.2 Are optional personal services provided or made available to residents on a user-pays basis?

☐ Yes ☒ No

No personal services are provided by the Village Operator however the Village Manager may assist in making arrangements for personal services to be provided to residents on a user-pays basis if required.

Unless otherwise agreed, the Residence Contract does not entitle the resident to any personal services and the Village Operator does not represent that any personal services will be provided by it to a resident. A resident may arrange care and other services at the retirement village from third parties, on a user pays basis if required and subject to the Village Operator's requirements.

7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	 ☐ Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier − RACS ID number) ☐ Yes, home care is provided in association with an Approved Provider ☒ No, the operator does not provide home care services, residents can arrange their own home care services
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 <i>Aged Care Act 1997 (Cwth)</i> . These home care services are not covered 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 en	nergency systems
8.1 Does the village have a security system?If yes:the security system details are:	☐ Yes ☒ No
 the security system is monitored between: 	
	days per week. Closed circuit television security is located at the front gate of the Village on Holberton Street, Toowoomba and a system is installed in the adjacent community hall.
 8.2 Does the village have an emergency help system? If yes or optional: the emergency help system details are: the emergency help system is monitored between: 	 ✓ Yes - all residents ☐ Optional ☐ No Emergency Call Access Facilities. Residents are required to have a landline phone which may be directly dialled to emergency services. 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? If yes, list or provide details e.g. first aid kit, defibrillator	

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.

9.1 What is the
estimated ingoing
contribution (sale
price) range for all
types of units in the
village

Accommodation Unit	Range of ingoing contribution
Independent living units	
- Studio	\$ to \$
- One bedroom	\$ to \$
- Two bedrooms	\$200,000.00 to \$220,000.00
- Three bedrooms	\$ to \$
Serviced units	
- Studio	\$ to \$
- One bedroom	\$ to \$
- Two bedrooms	\$ to \$
- Three bedrooms	\$ to \$
Other	\$ to \$
Full range of ingoing contributions for all unit types	\$200,000.00 to \$220,000.00

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? If yes: specify or set out in a table hourths.

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.

9.3 What other entry costs do residents need to pay?

.....

⊠ No

☐ Yes

- ☑ Advance payment of General Services Charge including Maintenance Reserve Fund contribution (the Maintenance Reserve Fund contribution is included in the General Services Charge, which must be paid one (1) month in advance)

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 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	\$84.00 pw payable monthly in advance	\$19.08 pw (which is part of the General Services Charge)
- Three bedrooms	\$	\$
Serviced Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other [specify e.g. based on number of occupants or unit size. Add rows if required]	\$	\$
All units pay a flat rate	\$	\$

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 -)
2018/2019	\$84.00	0%	\$19.08 (Part of General Services Charge)	0%
2017/2018	\$84.00	10.53%	\$17.29 (Part of General Services Charge)	+16.94%
2016/2017	\$76.00	N/A	\$7.97 (Part of General Services Charge)	N/A

[Note: Delete the following if does not apply]

Units within a community title scheme only

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

Current weekly rates of Body Corporate fees and sinking fund

Type of Unit	Body Corporate	Body Corporate
[Note: Delete all types of units	Administrative Fund fee	Sinking Fund
that do not apply]	-(weekly)	contribution
		(weekly)
Independent Living Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Serviced Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other [specify]	\$	\$

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 (range) (weekly)	Overall % change from previous year (+ or -)
	\$to \$	%	\$ to \$	%
	\$to \$	%	\$ to \$	%
	\$to \$	%	\$ to \$	%

10.2 What costs relating to the units	□ Contents insurance	□ Water
are not covered by the General Services Charge? (residents will need to pay these costs separately)	☐ Home insurance (freehold units only)	☑ Telephone☑ Internet
	☑ Electricity☑ Gas	☑ Pay TV☑ Other:

10.3 What other					
ongoing or occasional	□ Unit fixtures				
costs for repair, maintenance and	□ Unit fittings				
replacement of items	_				
in, on or attached to	☑ Unit appliances				
the units are residents	□ None				
responsible for and	Additional information				
pay for while residing in the unit?	Additional information The Maintenance Reserve Fund, which is part of the General Services Charge, covers the cost of maintenance of capital items within the unit or Village only. Residents will be responsible for the cost of rectifying any damage or accelerated wear they cause to the unit, including replacing capital items within the unit or Village deliberately damaged by a resident.				
10.4 Does the operator offer a maintenance service or help	⊠ Yes □ No				
residents arrange repairs and	The Village Operator provides maintenance service for the cost of				
maintenance for their	maintenance of capital items only, and can help residents arrange for repairs and maintenance of unit appliances but is not responsible for the				
unit?	replacement, repair or maintenance of non-capital items.				
If yes: provide details, including any charges					
for this service.					
Part 11- Exit fees - when					
	by an axit fac to the aparator when they leave their unit or when the right				
	ay an exit fee to the operator when they leave their unit or when the right				
to reside in their unit is so	ld. This is also referred to as a 'deferred management fee' (DMF).				
to reside in their unit is so 11.1 Do residents pay	 Id. This is also referred to as a 'deferred management fee' (DMF). ⊠ Yes – all new residents pay an exit fee but the way this is worked 				
to reside in their unit is so	ld. This is also referred to as a 'deferred management fee' (DMF).				
to reside in their unit is so 11.1 Do residents pay an exit fee when they	 Id. This is also referred to as a 'deferred management fee' (DMF). ⊠ Yes – all new residents pay an exit fee but the way this is worked 				
to reside in their unit is so 11.1 Do residents pay an exit fee when they permanently leave	 Id. This is also referred to as a 'deferred management fee' (DMF). ⊠ Yes – all new residents pay an exit fee but the way this is worked 				
to reside in their unit is so 11.1 Do residents pay an exit fee when they permanently leave their unit?	 Id. This is also referred to as a 'deferred management fee' (DMF). ⊠ Yes – all new residents pay an exit fee but the way this is worked 				
to reside in their unit is so 11.1 Do residents pay an exit fee when they permanently leave	 Id. This is also referred to as a 'deferred management fee' (DMF). ⊠ Yes – all new residents pay an exit fee but the way this is worked 				
to reside in their unit is so 11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee	 Id. This is also referred to as a 'deferred management fee' (DMF). ⊠ Yes – all new residents pay an exit fee but the way this is worked 				
11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts	Id. This is also referred to as a 'deferred management fee' (DMF). ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's Residence Contract				
11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts Time period from date of	Id. This is also referred to as a 'deferred management fee' (DMF). ☑ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's Residence Contract Exit fee calculation based on				
11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts Time period from date of occupation of unit to the	Id. This is also referred to as a 'deferred management fee' (DMF). ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's Residence Contract ☐ Exit fee calculation based on ☐ Ingoing contribution paid by the next resident				
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11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts Time period from date of occupation of unit to the date the resident ceases reside in the unit	Id. This is also referred to as a 'deferred management fee' (DMF). ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's Residence Contract ☐ Exit fee calculation based on ☐ Ingoing contribution paid by the next resident to				
11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts Time period from date of occupation of unit to the date the resident ceases	Id. This is also referred to as a 'deferred management fee' (DMF). ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's Residence Contract ☐ Exit fee calculation based on ☐ Ingoing contribution paid by the next resident				
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11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts Time period from date of occupation of unit to the date the resident ceases reside in the unit 1 year	Id. This is also referred to as a 'deferred management fee' (DMF). ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's Residence Contract ☐ Exit fee calculation based on				
11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts Time period from date of occupation of unit to the date the resident ceases reside in the unit 1 year 2 years	Id. This is also referred to as a 'deferred management fee' (DMF). ✓ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's Residence Contract Exit fee calculation based on • Ingoing contribution paid by the next resident 5% of the ingoing contribution paid by the next resident 10% of the ingoing contribution paid by the next resident				

10 years 20% of the ingoing contribution paid by the next resident Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis. The maximum (or capped) exit fee is 20% of the ingoing contribution after 3 years of residence. The minimum exit fee is $1 \div 365$ ($1 \div 366$ in a leap year) of 5% of the ingoing contribution paid by the next resident, plus or minus any adjustments to be made for outstanding exit charges as described in Item 14.1, if the licence term is only 1 day. 11.2 What other exit Sale costs for the unit costs do residents need to pay or □ Legal costs contribute to? ○ Other costs See Item 14.1 If the resident does not agree with the Village Operator's proposed resale value of the right to reside in the unit, the resident may be required to contribute to the cost of engaging a registered valuer. In addition, the resident may be required to pay other costs as outlined in item 14.1. Exit fees are calculated as a percentage of the Ingoing Contribution paid by the next resident of your unit, depending on the period between your Agreed Date of Entry and the date you cease occupying the accommodation unit pursuant to the terms of your Residence Contract. In this document, Agreed Date of Entry means the earlier of the date you commence occupying the accommodation unit or the date you are entitled to commence occupying the accommodation unit. The percentage is detailed in the table below. The exit fee percentage which apply to you will be shown in the schedule of your Residence Contract. The Village Operator may agree with a resident at the time of entering into a residence contract that the manner of calculating the exit fee may differ from that outlined below. In that event, the exit fee table which applies to that resident will be shown in their Residence Contract. The Village Operator reserves the right at any time to vary the method of calculating the exit fee (including the applicable percentages) which may apply to any other resident of the Village and including any subsequent resident of your unit. Any such variation will not affect the method of calculating your exit fee. Part 12 – Reinstatement and renovation of the unit 12.1 Is the resident

responsible for

the unit?

reinstatement of the unit when they leave

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 Yes, all residents pay 50% of any renovation costs (being the same responsible for proportion as any capital gain on the sale of their unit is to be shared renovation of the unit under the Residence Contract) when they leave the unit? ☐ Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays% of any renovation costs \square 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 Yes, the resident's share of the **capital gain** is 50% resident's interest or the resident's share of the capital loss is 100% right to reside in the unit is sold, does the resident share in the capital *gain* or capital loss on the resale of

Part 14 - Exit entitlement

their unit?

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 exit entitlement is calculated based on the Ingoing Contribution paid by you and subject to the following adjustments:

- 1. Less your exit fee; and
- 2. <u>Less</u> exit charges where applicable which include:
 - any outstanding personal services or general services charges;
 - any expenses we have incurred in relation to the resale of your unit provided that such expenses deducted shall be in the same proportion as our share of the ingoing contribution;
 - 50% of the costs of reinstatement work of your unit or its fixtures and fittings (if any);
 - the solar panel levy;
 - any costs of storage of your contents;
 - any legal costs incurred by us to surrender the licence;
 - any interest payable on overdue monies;
 - any other monies which are owing to us by you.
- 3. Plus 50% of any Capital Appreciation

Your exit entitlement is calculated with reference to the Capital Appreciation or Capital Depreciation, which are calculated on the Ingoing Contribution paid by the next resident for the right to reside in the accommodation unit, as follows:

- "Capital Appreciation" means the amount by which the Ingoing Contribution paid by the next resident of the right to reside in your accommodation unit (as determined in accordance with the Residence Contract) exceeds the Ingoing Contribution paid by you. The proportion in which the Resident and Village Operator are to share the Capital Appreciation is:
 - Resident 50%; and
 - Village Operator 50%.
- "Capital Depreciation" means the amount by which the Ingoing Contribution paid by you exceeds the amount of the Ingoing Contribution paid by the next resident for the right to reside in your accommodation unit (as determined in accordance with the Residence Contract). The proportion in which the Resident and Village Operator are to share the Capital Depreciation is:
 - o Resident 100%; and
 - Village Operator 0%.

The new ingoing contribution will usually be the amount paid by the next resident of your accommodation unit when a new Residence Contract is entered into with a new resident of the accommodation unit. However, the new ingoing contribution will be a different amount if any of the following circumstances apply:

(a) <u>Destruction of accommodation unit or the retirement village</u>

If either the accommodation unit or the Retirement Village are destroyed or damaged so significantly so as the Village Operator elects not to repair the accommodation unit or the Retirement Village, the new ingoing contribution will be an amount equal to the ingoing contribution paid by you.

(b) Other circumstances

If the exit entitlement is payable in any other circumstances, the new ingoing contribution will be an amount equal to the amount agreed between you and the Village Operator as the value for the right to reside in the accommodation unit. If the parties cannot agree the amount, the internal dispute resolution process set out in the Residence Contract will apply.

Note: If the amount calculated above is a negative amount, you must pay that negative amount to the Village Operator on the same date as the Village Operator would otherwise have paid you an exit entitlement.

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 14 days after settlement of the sale of the right to reside in the accommodation unit to the next resident or the operator.
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the Village 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, the Village 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

1 accommodation units were resold during the last financial year

1 month is the average length of time to sell a unit over the last three financial years

Part 15 – Financial management of the village 15.1 What is the financial status for the General Services Characteristics.

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 for the last 3 years			
Financial Year	Total of General	Change from previous	
	Services Charges for	year	
	the Year		
2018/2019	\$112,540.00	0%	
2017/2018	\$111,608.13	10.53%	
2016/2017	\$100,183.36	N/A	
Balance of Mainte	enance Reserve Fund		
for last financial ye	ear OR last quarter if no	\$1,228.68	
full financial year a	available		
Balance of Capita	l Replacement Fund		
for the last financia	al year OR last quarter if	\$60,328.10	
no full financial ye	ar available		
Percentage of a re	esident ingoing	1%	
contribution applie	•		
Replacement Fun	d		
The operator pays			
resident's ingoing			
determined by a quantity surveyor's			
report, to the Capi			
This fund is used to			
village's capital ite	ems.		

OR

 \square the village is not yet operating.

[Note: Delete if a Body Corporate does not apply]

Part 15 - Financial management of the Body Corporate

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

15.1 What is the financial status of the Body Corporate funds in a freehold village?

Administrative Fund for the last 3 years			
Financial	Deficit / Surplus	Balance	Change in
Year			balance from
			previous year
	\$	\$	%
	\$	\$	%
	\$	\$	%
Balance of	the Sinking Fund	to cover spending	
of a capital or non-recurrent nature for the last			
financial year OR last quarter if no full financial \$			
year available			

OR

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Part 16 – Insurance	
village, including for:	on units, other than accommodation units owned by residents.
	ards the cost of this insurance as part of the General Services Charge.
16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	✓ Yes ☐ NoIf yes, the resident is responsible for these insurance policies:Contents.
Part 17 – Living in the vi	illage
Trial or settling in period 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	d in the village ☐ Yes ☒ No
Pets	
17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	☐ Yes ☒ No
Visitors 17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any	
restrictions or conditions	and the prior consent of the Village Manager.

on visitors (e.g. length	
of stay, arrange with	
manager)	
Village by-laws and villa 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	☐ Yes ⊠ No
the village.	If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents	☐ Yes ⊠ No
committee established under the <i>Retirement Villages Act 1999</i> ?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.
	You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.
Part 18 – Accreditation	
18.1 Is the village voluntarily accredited through an industrybased accreditation scheme?	 ☒ No, village is not accredited ☐ Yes, village is voluntarily accredited through: [specify]
	accreditation schemes are industry-based schemes. The <i>Retirement</i> of 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
If yes,	
what is the fee to	
join the waiting list?	⊠ No fee
Access to documents	
	al documents are held by the retirement village scheme operator
and a prospective resid	ent or resident may make a written request to the operator to

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 \boxtimes Certificate of title or current title search for the retirement village land \boxtimes \boxtimes Village site plan \boxtimes 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 The annual financial statements and report presented to the previous annual meeting Xof the retirement village Statements of the balance of the capital replacement fund or maintenance reserve fund or XIncome 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 \boxtimes Examples of contracts that residents may have to entered into Village dispute resolution process \boxtimes \boxtimes Village by-laws Village insurance policies and certificates of currency \boxtimes A current public information document (PID) continued in effect under section 237I of the X

inspect or take a copy of these documents free of charge. The operator must comply with

An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.

Act (this applies to existing residence contracts)

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at www.hpw.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 Housing and Public Works

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: www.caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300

Website: 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: 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 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: <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: www.justice.qld.gov.au

Liveable Housing Australia (LHA)

The Liveable 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