Retirement Villages Form 3

QUEENSLAND GOVERNMENT

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740

ST VINCENT'S CARE SERVICES
A SERVICE OF ST VINCENT'S HEALTH AUSTRALIA

Name of village: Oxford Park Retirement Community

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.svcs.org.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 25 July 2022 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: Oxford Park Retirement Community Street Address: 46 Church Road Suburb: Mitchelton State: Qld Post Code: 4053
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: St Vincent's Care Services Ltd Australian Business Number (ABN): 055 210 378 Address: Level 3, East Tower, 25 Montpelier Road Suburb: Bowen Hills State: Qld Post Code: 4006
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): St Vincent's Care Services Ltd Australian Company Number (ACN): 055 210 378 Address: Level 3, East Tower, 25 Montpelier Road Suburb: Bowen Hills State: Qld Post Code: 4006 Date entity became operator: 8 June 2001

1.4 Village management and onsite availability	Name of village management entity and contact details St Vincent's Care Services Ltd (trading as St Vincent's Care Services Mitchelton) Australian Company Number (ACN): 055 210 378 Phone: 07 3355 8100 Email: svcs.mitchelton@svha.org.au An onsite manager (or representative) is available to residents: ☒ Full time Onsite availability includes: Monday to Friday during business hours. After hours and on Weekends there is a Registered Nurse on Duty who will contact the appropriate person.
1.5 Approved closure plan or transition plan for the retirement village	Is there an approved transition plan for the village? ☐ Yes ☒ No *A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.* Is there an approved closure plan for the village? ☐ Yes ☒ No *A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.*
1.6 Statutory Charge over retirement village land.	*Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.* *In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. 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.* Is a statutory charge registered on the certificate of title for the retirement village land? ☐ Yes ☒ No If yes, provide details of the registered statutory charge

Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	The age limits applicable to the village are that each resident must be at least 65 years of age. If there is more than one resident of the unit, both residents must be at least 65 years of age. However, the Village Operator has a discretion to accept persons as residents of the village where: (a) as at the date of their residence contract, there will be two residents of the unit; (b) one of the those residents is less than 65 years of age and the other is at least 65 years of age; and (c) the Village Operator is satisfied that doing so will not detract from the conduct of the village as a place where older members of the community reside. The Village Operator reserves the right to amend the applicable age limits for the village at any time.
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:	☐ Freehold (owner resident) ☐ Lease (non-owner resident) ☒ Licence (non-owner resident) ☐ Share in company title entity (non-owner resident) ☐ Unit in unit trust (non-owner resident) ☐ Rental (non-owner resident) ☐ Other

Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 74 units in the village**,** comprising 22 single story units; 52 one level units in multi-story buildings with 2 levels.			
Accommodation unit	**Freehold**	**Leasehold**	**Licence**	**Other**
Independent living units				
~~- Studio~~				
- One bedroom			8	
- Two bedroom			50	
- Three bedroom			16	
~~Serviced units~~				
~~- Studio~~				
~~- One bedroom~~				
~~- Two bedroom~~				
~~- Three bedroom~~				
~~Other~~				
Total number of units			74	

Access and design	
3.3 What disability access and design features do the units and the village contain?	☒ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in ☒ some units ☒ Alternatively, a ramp, elevator or lift allows entry into ☒ some units ☒ Step-free (hobless) shower in ☒ all units ☒ Width of doorways allow for wheelchair access in ☒ all units ☒ Toilet is accessible in a wheelchair in ☒ all units ☒ Other key features in the units or village that cater for people with disability or assist residents to age in place – handrails in shower and emergency call system ☐ None

Part 4 – Parking for residents and visitors	
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 ☒ General car parking for residents in the village Restrictions on resident's car parking include: A resident may only use their garage/carport for the purpose of parking the resident's motor vehicle or for storage of belongings. The Village Operator reserves the right to impose other restrictions in the course of administering the village.
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	☒ Yes ☐ No Although there are currently no specific restrictions on visitor parking, visitors are subject to the same behavioural obligations as residents. . Also, the Village Operator reserves the right to impose restrictions in the course of administering the village.
Part 5 – Planning and development	
5.1 Is construction or development of the village complete?	Year village construction started: 1993 ☒ 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* Note: The Village Operator does not currently plan to further develop or redevelop the village in the near term. However, the Village Operator reserves the right to further develop or redevelop all or part of the village in the future.
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 is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.* **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:	☒ Activities or games room ☐ Arts and crafts room ☐ Auditorium ☒ BBQ area outdoors ☐ Billiards room ☐ Bowling green ☐ Business centre (e.g. computers, printers, internet access) ☒ Chapel / prayer room ☐ Communal laundries ☒ Community room or centre ☐ Dining room ☒ Gardens ☐ Gym ☒ Hairdressing or beauty room ☒ Library	☐ Medical consultation room ☐ Restaurant / Café ☐ Shop ☐ Swimming pool ☐ Separate lounge in community centre ☐ Spa ☐ Storage area for boats / caravans ☐ Tennis court] ☒ Village bus or transport ☐ Workshop ☒ Other – emergency call system in all units
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 of the above facilities are shared with the Aged Care Facility, for example, Hairdressing room, additional main Chapel area. Note: Services provided in the hairdressing/beauty room are provided by third parties on a user-pays basis.		
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☒ Yes ☐ No Facility name: St Vincent's Care Services Mitchelton Approved provider: St Vincent's Care Services Ltd	
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 are the services provided, or made available, to all residents of the village, associated with the Operating Expenses. "Operating Expenses" means the total of all outgoings, costs and expenses of the Village Operator, including any GST payable by or to the Scheme Operator, in connection with the ownership, operation, management and administration of the village and the retirement village scheme and may include: (a) rates, taxes (excluding land tax, income tax and capital gains tax), charges, levies, duties, assessments, fees and impositions currently and in the future payable to any government, semi-government, statutory or other body (including the applicable council), including for the supply, reticulation and discharge of water (including excess water), sewerage, drainage and removal of waste, and amounts payable on account of fire protection services; (b) insurance premiums, costs and charges (including any stamp duty) paid by the Village Operator in respect of risks which the Village Operator reasonably considers necessary, including insurance against fire and other usual risks for reinstatement or replacement value, public risk insurance, plate glass insurance and statutory workers' compensation insurance, and including any insurance excess paid by the Village Operator; (c) the cost of services provided to residents of the village (including, but not limited to, security services, a shop or other facility for supplying goods to residents, and a service or facility for the recreation or entertainment of residents) by the Village Operator or by any employee or independent contractor for and on behalf of the Village Operator; (d) the cost of cleaning the exterior of all accommodation units and the interior and exterior of other buildings which comprise the village, including any improvements available for use by residents; (e) the cost of minor maintenance and repair of the village, including improvements available for use by residents of the village, except where the Village Operator is obliged to make payment from the village's Maintenance Reserve Fund for such maintenance or repair; (f) the cost for the provision and maintenance of landscaping, gardens, lawns, outdoor plants and associated facilities, including, without limitation: (i) regular cleaning and clearing of pathways and driveways;

(ii) regular mowing of lawns and trimming of edges;

(iii) regular trimming of hedges;

(iv) regular watering (subject to water restrictions imposed by an authority), weeding, pruning and fertilising of communal gardens; and

(v) as required, removal, lopping and trimming of trees and/or branches, particularly in circumstances where a hazard may arise;

(g) the cost of operating, maintaining, servicing and repairing the Services provided to the village and the pipes, plant and equipment required for those Services including fees paid for service contracts and specialist contractors, and licence, registration, inspection and other fees paid by the Village Operator in respect of the Services; where 'Services' means all (or any) electricity, gas, water, sewerage, air conditioning, hydraulic, lift, emergency alarm system, security service, communications, data and all other services or systems provided in the village and includes pipes, wires, cables, ducting and other means of providing those services;

(h) the cost of safety and environmental audits of the village and complying with the requirements relating to workplace health and safety, contamination and the environment;

(i) the cost of detection, control and eradication of insects and pests (including white ants) in the common areas and the surrounds outside the unit;

(j) accountancy and audit costs incurred in relation to the Operating Expenses;

(k) the cost of management and administration of the village including a reasonable share of any off-site or shared on-site management and administration costs, fees and remuneration paid to any manager of the village and the salaries and wages paid to the employees of the Village Operator who are wholly or substantially performing any of those managerial or administrative functions, including superannuation, leave and other professional fees in any way incurred in connection with the operation of the village;

(l) other costs of employees of the Village Operator who are wholly or substantially involved in the operation of the village, including wages, salaries, superannuation, leave, employee benefits, payroll tax and workers' compensation insurance premiums;

	(m) costs of contractors the Village Operator engages from time to time; (n) the costs incurred by the Village Operator in providing lighting, fuel and power to the village, including to common areas; (o) the costs incurred by the Village Operator in maintaining and operating any motor vehicles (including buses) used to provide transport services for residents of the village, including registration, CTP insurance, and petrol; (p) any costs incurred by the Village Operator in connection with the ownership, operation, management and administration of the village and the retirement village scheme, including the cost of complying with the requirements of all relevant legislation, but excluding: (q) amounts payable directly by residents of the village under their residence contracts or the *Retirement Villages Act 1999 (Q)*; (r) the direct costs of providing any personal services; (s) costs for maintaining and repairing the village's capital items that are payable out of the Maintenance Reserve Fund; and (t) costs for capital items that are payable out of the Capital Replacement Fund.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☒ Yes ☐ No <u>Meals</u> Meal only: $10 (including GST) Meal & Dessert: $12.00 (including GST) <u>Non-emergency nursing services</u> Available services and charges can be negotiated between residents and the Village Operator from time to time – refer to Village Operator for further details. The personal services referred to above are provided by the Village Operator. The Village Operator reserves the right to do any one or more of the following at any time: (a) vary, discontinue or introduce one or more personal services; or (b) vary the charges and/or the method of calculating the charges for one or more personal services.

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 18250 and 18404) ☐ Yes, home care is provided in association with an Approved Provider (Registered Accredited Care Supplier – RACS ID number) ☐ 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 *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

8.1 Does the village have a security system?	☐ Yes ☒ No
8.2 Does the village have an emergency help system? If yes: • the emergency help system details are: • the emergency help system is monitored between:	☒ Yes - all residents ☐ Optional ☐ No Each individual unit has independent monitoring system with pendant, monitored by an independent contractor. If required for the effective operation of the emergency help system (for example, if the Wi-Fi reception within the unit is inconsistent or inadequate for the purpose of the emergency help system), the resident must at all times maintain at the resident's expense an operative telephone line and handset in the unit connected to the emergency help system. 24 hours per day, 7 days per week
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	☒ Yes ☐ No First Aid Kit located in Community Centre

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	$261,500 to $278,900
- Two bedrooms	$397,400 to $445,000
- Three bedrooms	$556,000 to $607,200
~~- Serviced units~~	
~~- Studio~~	~~$ …… to $……~~
~~- One bedroom~~	~~$ …… to $……~~
~~- Two bedrooms~~	~~$ …… to $……~~
~~- Three bedrooms~~	~~$ …… to $……~~
~~Other~~	~~$ …… to $……~~
Full range of ingoing contributions for all types	$261,500 to $607,200

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?

☐ Yes ☒ No

Note: The Village Operator reserves the right at any time to vary the financial options available to new residents of the village.

9.3 What other entry costs do residents need to pay?

☐ Transfer or stamp duty
☐ Costs related to your residence contract
☐ Costs related to any other contract
☐ Advance payment of General Services Charge
☒ Other costs: Administration Fee - **$605.00** (including GST)

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	**General Services Charge** *(weekly)*	**Maintenance Reserve Fund contribution** *(weekly)*
Independent Living Units		
- Type A – Units 1, 3, 5, 24, 26 and 28 – 80.5 square metres	$80.99	$44.10
- Type B – Units 2, 4, 6, 23, 25 and 27 – 80.0 square metres	$80.99	$43.82
- Type C – Units 9, 13, 17, 21, 29, 33 and 37 – 54.3 square metres	$80.99	$29.75
- Type D – Units 7, 11, 15, 19, 31, 35 and 38 – 56.4 square metres	$80.99	$30.87
- Type E – Units 10, 14, 18, 22, 30 and 34 – 57.1 square metres	$80.99	$31.29
- Type F – Units 8, 12, 16, 20, 32 and 36 – 54.4 square metres	$80.99	$29.82
- Type G – Units 39 to 50 – 55.7 square metres	$80.99	$30.52
- Type H – Units 51 to 58 – 38.2 square metres	$80.99	$20.93
- Type I (Lower Floor Unit) – Units 59 to 62 and 67 to 70 – 108.8 square metres	$80.99	$59.57
- Type I (Upper Floor Unit) – Units 63 to 66 and 71 to 74 – 109.2 square metres	$80.99	$59.78

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 -)*
2022	$77.91 to $77.91	1.7%	$20.30 to $58.03	0.0%
2021	$76.58 to $76.58	1.8%	$20.30 to $58.03	3.2%
2020	$75.25 to $75.25	1.5%	$19.67 to $56.21	2.7%

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

10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?

☒ Unit fixtures
☒ Unit fittings
☒ Unit appliances
☐ None

Additional information

Residents must, at their expense, maintain the interior of the unit, all fixtures and fittings therein, the immediate surrounds of the unit and all furniture, equipment and appliances in, on or attached to the unit belonging to the Village Operator in good order and repair, and replace those items if they are worn out or cannot reasonably be repaired (including, for example, day-to-day maintenance, replacing broken light bulbs, heating elements and smoke detector batteries, carpet cleaning and repairing and replacing floor coverings).

Residents must, at their expense, repair or replace any fixtures or fittings in the unit, or any furniture, equipment or appliances belonging to the Village Operator damaged by the resident or any agent or invitee of the resident.

Residents must, at their expense, keep the unit, including its exterior and surrounds, clean and free from rubbish, vermin, white ants, insects and pests, including by cleaning windows, removing cobwebs and sweeping patios.

A resident may elect, with the Village Operator's consent, to maintain one or more garden beds within the village (usually located around the perimeter of the resident's unit). The resident may notify the Village Operator at any time that the resident no longer wishes to maintain the garden bed, in which case the Village Operator will assume that responsibility.

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.	☐ Yes ☒ No The Village Operator does not itself offer a maintenance service to residents. However, upon request, the Village Operator can supply residents with a list of service providers for this purpose. The resident is responsible for all fees charged by these third party service providers.

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).

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	☒ Yes – all residents pay an exit fee calculated using the same formula ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract ☐ No exit fee ☐ Other Under the only exit fee option currently offered to new residents, the exit fee is calculated in accordance with the table below. However, exit fees of existing residents may be worked out in a different way, depending on the exit fee option applying to them. Your exit fee is calculated depending on the period from the date of your residence contract until the day you cease to reside in the unit or, if your relative (within the meaning of the *Retirement Villages Act 1999 (Q)*) resides in the unit under section 70B (2) of that Act, the sooner of the day your relative vacates the unit or the day that is three months after your right to reside under the residence contract is terminated. For simplicity, this document and any Prospective Costs Document given to you assume that this period for calculating your exit fee commences on your date of occupation of the unit and ceases when you cease to reside in the unit However, this is subject to the terms of your residence contract and the *Retirement Villages Act 1999 (Q)*.

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	6% of your ingoing contribution
2 years	12% of your ingoing contribution
3 years	16% of your ingoing contribution
4 years	20% of your ingoing contribution
5 years	24% of your ingoing contribution
6 years	28% of your ingoing contribution
7 years	30% of your ingoing contribution
8 years	32% of your ingoing contribution
9 years	34% of your ingoing contribution
10 years	34% of your ingoing contribution

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 34% of the ingoing contribution after 9 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 6% of your ingoing contribution, if the period of occupation is 1 day.

11.2 What other exit costs do residents need to pay or contribute to?	☐ Sale costs for the unit ☒ Administration costs ☐ Other costs

Part 12 – Reinstatement and renovation of the

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* • *reinstatement works and other changes to the condition of the 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 , unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the . 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 s

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 .

14.1 How is the exit entitlement which the operator will pay the resident worked out?	The exit entitlement is equal to your ingoing contribution: - Less: the exit fee (see item 11.1) - Less: the cost (if any) of reinstatement work - Less: any accrued or outstanding General Services Charges, Personal Services Charges and Maintenance Reserve Fund Contributions - Less: any Administration fees incurred by the Village Operator in relation to the termination of the residence contract - Less: any other amount payable by the resident pursuant to the residence contract or the *Retirement Villages Act 1999 (Q)*.
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 may range from 90 days after the resident provides vacant possession of the unit (where the resident has been admitted as a permanent resident into a Residential Aged Care Facility operated by St Vincent's Care Services Ltd and there is no other person to legally reside in the unit) to 9 months after the termination of 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?	9 accommodation units were vacant as at the end of the last financial year 7 accommodation units were resold during the last financial year 6 months was the average length of time to sell an unit over the last three financial years

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
2022	$0	$0	100.0%
2021	$710	$710	100.0%
2020	$0	$0	0.0%

Balance of **General Services Charges Fund** for last financial year *OR* last quarter if no full financial year available	$0
Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available	$710,884
Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available	$1,811,643
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund 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.	11.0% (based upon the 2022/23 budget assuming 8 unit sales)

OR ☐ 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:

☒ Yes ☐ No

If yes, the resident is responsible for these insurance policies:

(a) The legal liability of the resident to pay damages or compensation to a third person for personal injury, whether or not the injury occurred inside the unit;

(b) The legal liability of the resident to pay damages or compensation to a third person for property damage;

(c) The personal belongings of the resident for damage, destruction or theft

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?	☐ Yes ☒ No
Pets	
17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	☒ Yes ☐ No Residents must not keep a pet in the village without the Village Operator's prior written approval, which (subject to the pet policy) may be granted or refused at the Village Operator's absolute discretion. As at the date of this Village Comparison Document, the Village Operator generally only approves pets, which are small birds, small fish, or a cat or dog between 7 – 10kg. Residents must comply with any pet policy which the Village Operator establishes or amends from time to time (the current pet policy for the village is available from the Village Operator upon request).
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 In respect of visitors, residents must: (a) obtain the prior written consent of the Village Operator before allowing a visitor to stay overnight in the unit for more than 7 continuous days or for more than 21 days in any 3 month period (whether continuous or not); (b) supervise any of the resident's visitors under the age of 16 years when using the communal facilities; (c) be responsible for the actions of the resident's visitors as if they were the actions of the resident.
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

Resident input	
17.6 Does the village have a residents committee established under the *Retirement Villages Act 1999*?	☒ Yes ☐ No *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 industry-based accreditation scheme?	☒ No, village is not accredited ☐ Yes, village is voluntarily accredited through:
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?	☒ Yes ☐ No ☒ No fee

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 Housing and Public Works website.

Further Information

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