

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: *Mooloolah Gardens Retirement Resort*

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- 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://www.mooloolahgardens.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 *24 July 2024* and applies to prospective residents.

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

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: <i>Mooloolah Gardens Retirement Resort</i> Street Address <i>11 King Road</i> Suburb <i>Mooloolah</i> State <i>Qld</i> Post Code <i>4553</i>		
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: <i>Miststar Pty Ltd</i> Australian Company Number (ACN) <i>054 078 974</i> Address <i>256 Nicklin Way</i> Suburb <i>Kawana Waters</i> State <i>Qld</i> Post Code <i>4575</i>		
1.3 Village operator	Name of entity that operates the retirement village (scheme operator) <i>Miststar Pty Ltd</i> Australian Company Number (ACN) <i>054 078 974</i> Address <i>256 Nicklin Way</i> Suburb <i>Kawana Waters</i> State <i>Qld</i> Post Code <i>4575</i> Date entity became operator: <i>25 September 2006</i>		

<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details <i>Miststar Pty Ltd</i></p> <p>Australian Company Number (ACN) 054 078 974</p> <p>Phone 07 5436 7900 Email diane@firmfast.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input type="checkbox"/> Full time</p> <p><input type="checkbox"/> Part time</p> <p><input checked="" type="checkbox"/> By appointment only</p> <p><input type="checkbox"/> None available</p> <p><input type="checkbox"/> Other [specify]</p> <p>Onsite availability includes:</p> <p>Weekdays</p> <p>Weekends</p>
<p>1.5 Approved closure plan or transition plan for the retirement village</p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Short description for the transition plan <i>[Note: Delete if this does not apply]</i></p> <p>Declaration date for the transition plan <i>[Note: Delete if this does not apply]</i></p> <p><i>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Short description for the closure plan <i>[Note: Delete if this does not apply]</i></p> <p>Declaration date for the closure plan <i>[Note: Delete if this does not apply]</i></p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p>1.6 Statutory Charge over retirement village land.</p>	<p>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.</p> <p>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</p>

	<p>Is a statutory charge registered on the certificate of title for the retirement village land?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p>
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Part 2 – Age limits

2.1 What age limits apply to residents in this village?

At least 60 years of age and if there are two residents then at least one of them must be 60 years of age.

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 *[specify]*

Accommodation types

3.2 Number of units by accommodation type and tenure

There are 29 units in the village, comprising 29 single story units; 0 units in multi-story building with 0 levels

Accommodation unit	Freehold	Leasehold	Licence	Other [name]
Independent living units				
– Studio				
– One bedroom				
- Two bedroom		11		
- Three bedroom		18		
Serviced units				
– Studio				
– One bedroom				
– Two bedroom				
– Three bedroom				
Other [specify]				
Total number of units		29		

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 all some units
- Alternatively, a ramp, elevator or lift allows entry into all some units
- Step-free (hobless) shower in all some units
- Width of doorways allow for wheelchair access in all some units
- Toilet is accessible in a wheelchair in all some units
- Other key features in the units or village that cater for people with disability or assist residents to age in place
- None

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?

- All / Some [unit type] units with own garage or carport attached or adjacent to the unit
- All / Some [unit type] units with own garage or carport separate from the unit
- All / Some [unit type] units with own car park space adjacent to the unit
- All / Some [unit type] units with own car park space separate from the unit
- General car parking for residents in the village
- Other parking e.g. caravan or boat

Refer to clause 4.9 of the Lease

- Specify number / unit type units with no car parking for residents
- No car parking for residents in the village

Restrictions on resident's car parking include:

Motorhomes, caravans, camper trailers and the like may only be parked in the visitors car park for a maximum of 2 days before and after any vacation to pack and unpack.

4.2 Is parking in the village available for visitors?

If yes, parking restrictions include

- Yes No

Part 5 – Planning and development

<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started 2006</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
<p>5.2 Construction, development applications and development approvals</p> <p>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</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><i>Not Applicable</i></p>
<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>Short description of the redevelopment plan [Note: Delete if this does not apply]</p> <p>Declaration date for the redevelopment plan [Note: Delete if this does not apply]</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 meeting) or by the Department of Communities, Housing and Digital Economy.</i></p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>

Part 6 – Facilities onsite at the village

<p>6.1 The following facilities are currently available to residents:</p>	<p><input type="checkbox"/> Activities or games room</p> <p><input type="checkbox"/> Arts and crafts room</p> <p><input type="checkbox"/> Auditorium</p> <p><input type="checkbox"/> BBQ area outdoors</p> <p><input type="checkbox"/> Billiards room</p>	<p><input type="checkbox"/> Medical consultation room</p> <p><input type="checkbox"/> Restaurant</p> <p><input type="checkbox"/> Shop</p> <p><input checked="" type="checkbox"/> Swimming pool [indoor-/outdoor] [heated-/not heated]</p>
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<input type="checkbox"/> Bowling green [indoor/outdoor]	<input type="checkbox"/> Separate lounge in community centre
<input type="checkbox"/> Business centre (e.g. computers, printers, internet access)	<input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated]
<input type="checkbox"/> Chapel / prayer room	<input type="checkbox"/> Storage area for boats / caravans
<input type="checkbox"/> Communal laundries	<input type="checkbox"/> Tennis court [full/half]
<input checked="" type="checkbox"/> Community room or centre	<input type="checkbox"/> Village bus or transport
<input type="checkbox"/> Dining room	<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Gardens	<input type="checkbox"/> Other <i>[specify]</i>
<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).

Not Applicable

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of residential aged care facility and name of the approved provider
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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)?	<i>Management and Administration</i> <i>Gardening and minor maintenance</i> <i>Recreation and entertainment facilities</i>
7.2 Are optional personal services provided or made available?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, list the current services (e.g. meals, laundry, home cleaning), fee information and provider or attach a list</i>

available to residents on a user-pays basis?	
7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?	<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 type="checkbox"/> Yes, home care is provided in association with an Approved Provider <i>[name of provider]</i></p> <p><input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>

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? If yes: • the security system details are: the security system is monitored between:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No am and pm days per week.
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:	<input type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input checked="" type="checkbox"/> No am and pm 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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.

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

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

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

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
Studio	\$	\$
One bedroom	\$	\$
Two bedrooms	\$	\$
Three bedrooms	\$	\$
Serviced Units		
Studio	\$	\$
One bedroom	\$	\$
Two bedrooms	\$	\$
Three bedrooms	\$	\$
Other	\$	\$
All units pay a flat rate	\$86.54	\$28.85

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 -)
2024	\$86.49	0.1%	\$25.43	13.5%
2023	\$86.49	0%	\$25.43	0%
2022	\$86.49	0%	\$24.38	+10%

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 Administrative Fund fee (weekly)	Corporate Fund contribution (weekly)	Body Corporate Sinking Fund contribution (weekly)
Independent Living Units			
- Studio	\$	\$	\$
- One bedroom	\$	\$	\$
- Two bedrooms	\$	\$	\$
- Three bedrooms	\$	\$	\$
Serviced Units			
- Studio	\$	\$	\$
- One bedroom	\$	\$	\$
- Two bedrooms	\$	\$	\$
- Three bedrooms	\$	\$	\$
Other <i>[specify]</i>	\$	\$	\$

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 \$.....%

<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>	<p><input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas</p>	<p><input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other</p>
<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>	<p><input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None</p> <p>Additional information</p> <hr/>	

<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p> <p>If yes: provide details, including any charges for this service.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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Part 11 – Exit fees – when you leave the village

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

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><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</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other <i>[specify]</i></p> <table border="1" data-bbox="476 932 1484 1920"> <thead> <tr> <th data-bbox="476 932 992 1111"><i>Period expired from and including the Commencement Date of Lease to the date the Resident vacates the Unit</i></th> <th data-bbox="992 932 1484 1111"><i>Proportion of Ingoing Contribution</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="476 1111 992 1179"><i>Less than 1 year</i></td> <td data-bbox="992 1111 1484 1179"><i>2% calculated on a daily basis</i></td> </tr> <tr> <td data-bbox="476 1179 992 1291"><i>1 year but less than 2 years</i></td> <td data-bbox="992 1179 1484 1291"><i>2% plus 2% calculated on a daily basis</i></td> </tr> <tr> <td data-bbox="476 1291 992 1403"><i>2 years but less than 3 years</i></td> <td data-bbox="992 1291 1484 1403"><i>4% plus 2% calculated on a daily basis</i></td> </tr> <tr> <td data-bbox="476 1403 992 1516"><i>3 years but less than 4 years</i></td> <td data-bbox="992 1403 1484 1516"><i>6% plus 2% calculated on a daily basis</i></td> </tr> <tr> <td data-bbox="476 1516 992 1628"><i>4 years but less than 5 years</i></td> <td data-bbox="992 1516 1484 1628"><i>8% plus 2% calculated on a daily basis</i></td> </tr> <tr> <td data-bbox="476 1628 992 1740"><i>5 years but less than 6 years</i></td> <td data-bbox="992 1628 1484 1740"><i>10% plus 2% calculated on a daily basis</i></td> </tr> <tr> <td data-bbox="476 1740 992 1852"><i>6 years but less than 7 years</i></td> <td data-bbox="992 1740 1484 1852"><i>12% plus 2% calculated on a daily basis</i></td> </tr> <tr> <td data-bbox="476 1852 992 1920"><i>7 years or more</i></td> <td data-bbox="992 1852 1484 1920"><i>14%</i></td> </tr> </tbody> </table>	<i>Period expired from and including the Commencement Date of Lease to the date the Resident vacates the Unit</i>	<i>Proportion of Ingoing Contribution</i>	<i>Less than 1 year</i>	<i>2% calculated on a daily basis</i>	<i>1 year but less than 2 years</i>	<i>2% plus 2% calculated on a daily basis</i>	<i>2 years but less than 3 years</i>	<i>4% plus 2% calculated on a daily basis</i>	<i>3 years but less than 4 years</i>	<i>6% plus 2% calculated on a daily basis</i>	<i>4 years but less than 5 years</i>	<i>8% plus 2% calculated on a daily basis</i>	<i>5 years but less than 6 years</i>	<i>10% plus 2% calculated on a daily basis</i>	<i>6 years but less than 7 years</i>	<i>12% plus 2% calculated on a daily basis</i>	<i>7 years or more</i>	<i>14%</i>
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<i>7 years or more</i>	<i>14%</i>																		

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on <ul style="list-style-type: none"> • <i>your ingoing contribution</i>
1 year	2% of your ingoing contribution
2 years	4% of your ingoing contribution
3 years	6% of your ingoing contribution
4 years	8% of your ingoing contribution
5 years	10% of your ingoing contribution
6 years	12% of your ingoing contribution
7 years	14% of your ingoing contribution
10 years	14% 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 14% of the ingoing contribution after 7 years of residence.</p> <p>The minimum exit fee is 2% of the <i>Ingoing Contribution calculated on a daily basis from and including the Commencement Date of the Lease to the date the Resident vacates the Unit</i>.</p>	

11.2 What other exit costs do residents need to pay or contribute to?	<input type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input type="checkbox"/> Other costs <i>[specify]</i>
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Part 12 – Reinstatement and renovation of the unit	
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <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"> • <i>fair wear and tear; and</i> • <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i> <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 type="checkbox"/> Yes, all residents pay % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><input type="checkbox"/> 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</p> <p><input checked="" type="checkbox"/> No</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>
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Part 13– Capital gain or losses

<p>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?</p>	<p><input type="checkbox"/> Yes, the resident's share of the capital gain is % the resident's share of the capital loss is % OR is based on a formula [specify]</p> <p><input type="checkbox"/> Optional – residents can elect to share in a capital gain or loss option the resident's share of the capital gain is % the resident's share of the capital loss is % OR is based on a formula [specify]</p> <p><input checked="" type="checkbox"/> No</p>
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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.

<p>14.1 How is the exit entitlement which the operator will pay the resident worked out?</p>	<p><i>Repayment of loan of Ingoing Contribution</i></p> <p>Less: <i>Exit Fee</i></p> <p>Equals: <i>Gross Proceeds (GP)</i></p> <p>Less: <i>Share of the Selling Costs (SC) in proportion to the share of the new Resident's Ingoing Contribution (NIC) represented by GP</i></p> $SC \times \frac{GP}{NIC}$
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	<p>Less: <i>Reinstatement Works required because you caused accelerated wear to the Unit's interior or deliberate damage to the Unit</i></p> <p>Less: <i>Outstanding General Services Charges (including Maintenance Reserve Fund Contributions) if any</i></p> <p>Less: <i>Outstanding Personal Services Charges if any</i></p> <p>Less: <i>Scheme Operator's legal fees and costs</i></p> <p><i>Equals: Exit Entitlement</i></p>
14.2 When is the exit entitlement payable?	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> the day stated in the residence contract <ul style="list-style-type: none"> ➤ which is <i>[specify]</i> months after the termination of the residence contract OR ➤ which may range from <i>[specify]</i> months to <i>[specify]</i> months after the termination of the residence contract, depending on your contract option OR ➤ no date is 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). <p>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.</p>
Freehold units only 14.2 Operator buyback of freehold units	<p><i>When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time the resident must pay any exit fee to the operator.</i></p> <p><i>By law, the operator must purchase the freehold unit from the former resident if it has not sold to a new resident within 18 months after the termination of the residence contract, unless the operator has been granted an extension for payment by QCAT.</i></p>
14.3 What is the turnover of units for sale in the village?	<p>3 accommodation units were vacant as at the end of the last financial year</p> <p>2 accommodation units were resold during the last financial year</p> <p>4 months was the average length of time to sell a unit over the last three financial years</p>

..... <i>[specify number]</i> months was the average length of time to sell a unit over the last financial years (where retirement village has been registered for at least 1, but less than 3 years).
<input type="checkbox"/> Retirement village has been registered for less than one year so average length of time to sell a unit cannot be provided.

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
2024	\$130,771.83	\$251,928.90	108%
2023	(\$145,695.84)	\$121,157.07	-54%
2022	\$139,282.16	\$266,852.91	109%
Balance of General Services Charges Fund for last financial year OR last quarter if no full financial year available			\$251,928.90
Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available			\$205,490.65
Balance of Capital Replacement Fund for the last financial year OR last quarter if no full financial year available			\$190,610.96
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			0.5% <i>The unpredictability inherent in:</i>
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.			<ul style="list-style-type: none"> (i) <i>when resales of rights to reside will occur;</i> (ii) <i>the type of rights to reside available for resale;</i> (iii) <i>the Ingoing Contributions received on a resale;</i> (iv) <i>the Exit Entitlements required to be paid on a resale;</i> <p><i>is such that</i></p> <ul style="list-style-type: none"> (v) <i>the capital replacement fund contributions</i>

		<p>required to be made by the Scheme Operator are most appropriately set as follows; and</p> <p>(vi) the overall funding of the Capital Replacement Fund by the Scheme Operator will be achieved in the following manner.</p> <p><i>The Scheme Operator will fund the Capital Replacement Fund by making the following payments into the Capital Replacement Fund, which payments will be of variable amounts and will be made at variable intervals:</i></p> <ul style="list-style-type: none"> (i) <i>at least a 0.5% part of each Ingoing Contribution will be contributed no later than the last day of the (calendar month / financial year quarter) in which settlement of the sale or resale occurred; and</i> (ii) <i>such other amounts as are reasonably required to ensure that the Capital Replacement Fund contains what the Scheme Operator considers to be a reasonable reserve to meet forecast expenditure;</i>
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		<i>with the intention that in each financial year the Scheme Operator shall contribute an amount equal to but not greater than the total contribution amount required for that year as determined with the assistance of the relevant Quantity Surveyor's report.</i>
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OR the village is not yet operating.

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 Year	Deficit/Surplus	Balance	Change 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 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:

Contents & Public Liability

Refer to clause 4.23 of the Lease.

Part 17 – Living in the village

Trial or settling in period in the village

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

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

Yes No

.....
.....
.....
.....

Pets

17.2 Are residents allowed to keep pets?

If yes: specify any restrictions or conditions on pet ownership

Yes No

The Resident must not keep an animal of any description in the Village without the Scheme Operator's express written consent which can be given or withheld at the Scheme Operator's discretion and can be revoked at any time at the Scheme Operator's discretion.

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

The Resident must not have a guest use the Unit for an aggregate period of more than four (4) weeks in any period of twelve (12) consecutive months.

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: *[specify]*

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

Fee of \$..... which is

refundable on entry to the village

non-refundable

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: 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/