

## 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: **IRT The Palms**

### Important information for the prospective resident

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

### Notice for prospective residents

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

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

### More information

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

**The information in this Village Comparison Document is correct as at *15th February 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

<b>1.1 Retirement village location</b>	Retirement Village Name: IRT The Palms Street Address: 22 Power Road, Buderim QLD 4556
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: Illawarra Retirement Trust t/a IRT Group Australian Company Number (ACN): 000 726 536 Address: Level 3, 77 Market Street, Wollongong NSW 2500
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): Illawarra Retirement Trust t/a IRT Group Australian Company Number (ACN): 000 726 536 Address: Level 3, 77 Market Street, Wollongong NSW 2500 Date entity became operator: 3 October 2012
<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details: Illawarra Retirement Trust t/a IRT Group Australian Company Number (ACN) 000 726 536 Phone: 134 478      Email: customerservice@irt.org.au An onsite manager (or representative) is available to residents: <input checked="" type="checkbox"/> Full time Onsite availability includes: Weekdays: 8.30am to 4.00pm (excluding public holidays) Weekends: Not available
<b>1.5 Approved closure plan or transition plan for the retirement village</b>	Is there an approved transition plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is</i>

*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 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.*

## Part 2 – Age limits

**2.1 What age limits apply to residents in this village?**

The resident, or in the case of joint residents, both residents, must be at least 55 years of age. The scheme operator may, in its absolute and unfettered discretion, approve an Application to reside in the village by joint residents where only one resident is 55 years of age or older.

## 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 189 units in the village, comprising 189 single story units.

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom		4		
- Two bedroom		64		
- Three bedroom		121		
Serviced units				
- Studio				

- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units		189		

### 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 units with own garage or carport attached or adjacent to the unit
- General car parking for residents in the village
- Other parking e.g. caravan or boat: 24 spaces in total

Restrictions on resident's car parking include:

Where the Unit does not have a garage or carport, the resident shall not keep or frequently or regularly bring or park in or about the Unit or any part of the Village any motor vehicle or motorcycle without the prior written consent of the Scheme Operator.

No parking on the grass.

#### 4.2 Is parking in the village available for visitors?

If yes, parking restrictions include

- Yes  No

Visitors are to park in designated visitor parking spaces or may park in the driveway of the resident's premises, where space permits.

Visitors are discouraged from parking on the grass.

### Part 5 – Planning and development

<b>5.1 Is construction or development of the village complete?</b>	Year village construction started 2008 <input checked="" type="checkbox"/> Fully developed / completed <input type="checkbox"/> Partially developed / completed <input type="checkbox"/> Construction yet to commence
<b>5.2 Construction, development applications and development approvals</b>	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>
<b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b>	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <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>  <b>Note:</b> see notice at end of document regarding inspection of the development approval documents.

### Part 6 – Facilities onsite at the village

<b>6.1 The following facilities are currently available to residents:</b>	<input checked="" type="checkbox"/> Activities or games room <input type="checkbox"/> Arts and crafts room <input type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input checked="" type="checkbox"/> Billiards room <input checked="" type="checkbox"/> Bowling green [indoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input type="checkbox"/> Gym	<input type="checkbox"/> Medical consultation room <input type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input checked="" type="checkbox"/> Swimming pool [outdoor] [heated] <input type="checkbox"/> Separate lounge in community centre <input checked="" type="checkbox"/> Spa [outdoor] [heated] <input checked="" type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input checked="" type="checkbox"/> Village bus or transport <input checked="" type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other: Bar
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	<input type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

Restrictions

Residents shall not hold or permit to be held any gathering within the community room which exceed 5 persons in number or which is a meeting of an outside club or organisation without the consent of the Scheme Operator in its sole discretion.

<b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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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**

<b>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</b>	Management and administration services including staff costs Village bus expenses, including fuel, registration, insurance and minor repairs. Cleaning & maintenance of communal areas Council rates Power rates for communal areas Water Rates Audit fees Village Insurance Gardening costs for communal areas
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<b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IRT Home Care. For information, access and current prices to these Optional Personal Services please call 134 478.
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<b>7.3 Does the retirement village operator provide government funded home care services</b>	<input checked="" 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: IRT Home Care Sunshine Coast NAPS ID No. 19412)
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<b>under the Aged Care Act 1997 (Cwth)?</b>	<input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: IRT Home Care.  <input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services
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**Note:** Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.  
**Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.**

**Part 8 – Security and emergency systems**

<b>8.1 Does the village have a security system?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>8.2 Does the village have an emergency help system?</b>	<input type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input checked="" type="checkbox"/> No
<b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b>  If yes, list or provide details e.g. first aid kit, defibrillator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  First aid kit and fire safety equipment in community room. CTV cameras in the community hall.

**COSTS AND FINANCIAL MANAGEMENT**

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

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

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>
	Independent living units	
	- Studio	\$ ..... to \$.....
	- One bedroom	<b>\$ 310,000 to \$451,000</b>
	- Two bedrooms	<b>\$ 390,000 to \$540,000</b>

	- Three bedrooms	<b>\$ 568,000 to \$826,500</b>
	Serviced units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$ ..... to \$.....
	- Two bedrooms	\$ ..... to \$.....
	- Three bedrooms	\$ ..... to \$.....
	Other	\$ ..... to \$.....
	<b>Full range of ingoing contributions for all unit types</b>	<b>\$310,000 to \$826,500</b>

**9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?**

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.

Yes    No

The Ingoing Contribution payable differs depending on which option is chosen.

Option A: Exit fee is charged at 5% each year for seven (7) years of the Ingoing Contribution advanced by you for each year you reside in your unit (and in respect of any part year the Exit Fee will be calculated on a daily basis) provided that the Exit Fee will not exceed 35% of the Ingoing Contribution advanced by you.

Option B: Exit fee is charged at 2.5% each year for seven (7) years of the Ingoing Contribution advanced by you for each year you reside in your unit (and in respect of any part year the Exit Fee will be calculated on a daily basis) provided that the Exit Fee will not exceed 17.5% of the Ingoing Contribution advanced by you.

Option C: There is no Exit Fee as the Ingoing Contribution is fully refundable.

**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: Lease registration costs

**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)
All units pay a flat rate (2021/2022)	\$73.18 less prior year surplus (\$2.87) = \$70.31	\$18.23

**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 -)
2020-2021	\$64.58	+6.73%	\$17.30	+0.64%
2019-2020	\$60.51	+0.82%	\$17.19	+4.94%
2018-2019	\$60.46	+7.4%	\$16.38	+4.5%

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

<b>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?</b>	<input checked="" type="checkbox"/> Unit fixtures
	<input checked="" type="checkbox"/> Unit fittings
	<input checked="" type="checkbox"/> Unit appliances
	<input type="checkbox"/> None
	<b>Additional information</b>
	You are responsible for, and must, at your own expense:
	<ul style="list-style-type: none"> <li>- keep and maintain your premises and any <i>maintainable items</i> in a state of good repair, having regard to their condition at the commencement date and fair wear and tear;</li> <li>- keep the inside of your windows and the interior surfaces of your premises clean;</li> <li>- keep and maintain pipes, drains and water closets in your premises in a clean and working condition; and</li> <li>- store garbage in proper receptacles and put it in the bins that we provide.</li> </ul>

“*maintainable items*” means all carpets, stoves, cupboards, internal walls, fans, air-conditioners, lights, fittings, pergolas, fly screens, laundry tubs, hot water system, bathroom vanity, bath, shower screens, taps and kitchen sink, fences, gardens and plants and any other capital items, fittings and fixtures which are owned by us and located within your premises, garage, private yard or gardens.

The only exception to this is that we will be responsible for any repairs and maintenance relating to the valves, anodes and thermostats of the hot water system for your premises, which are necessary due to fair wear and tear, the costs of which will be paid out of the maintenance reserve fund.

**10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?**

Yes     No

**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: The exit fee varies, depending on the option chosen:

Option A: Exit fee is charged at 5% each year for seven (7) years of the Ingoing Contribution advanced by you for each year you reside in your unit (and in respect of any part year the Exit Fee will be calculated on a daily basis) provided that the Exit Fee will not exceed 35% of the Ingoing Contribution advanced by you.

Option B: Exit fee is charged at 2.5% each year for seven (7) years of the Ingoing Contribution advanced by you for each year you reside in your unit (and in respect of any part year the Exit Fee will be calculated on a daily basis) provided that the Exit Fee will not exceed 17.5% of the Ingoing Contribution advanced by you.

Option C: There is no Exit Fee as the Ingoing Contribution is fully refundable.

Time period from date of occupation of unit to the date the resident ceases to reside in the unit

Exit fee calculation based on:

Option A: your ingoing contribution

Option B: your ingoing contribution

	Option C: not applicable
Years 1 to Year 7	Option A: 5% of your ingoing contribution per year Option B: 2.5% of your ingoing contribution per year Option C: not applicable
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p><u>For Option A</u> The maximum (or capped) exit fee is 35% of the ingoing contribution after 7 years of residence. The minimum exit fee is 1/365 x 5% of the ingoing contribution.</p> <p><u>For Option B</u> The maximum (or capped) exit fee is 17.5% of the ingoing contribution after 7 years of residence. The minimum exit fee is 1/365 x 2.5% of the ingoing contribution.</p> <p><u>For Option C</u> Not applicable – there is no exit fee.</p>	
<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: Surrender of lease registration costs
<b>Part 12 – Reinstatement and renovation of the unit</b>	
<b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b>	<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"> <li><i>fair wear and tear; and</i></li> <li><i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i></li> </ul> <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>
<b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> No <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</p>

	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.
<b>Part 13– Capital gain or losses</b>	
<b>13.1 When the resident’s interest or right to reside in the unit is sold, does the resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?</b>	<input checked="" type="checkbox"/> No
<b>Part 14 – Exit entitlement or buyback of freehold units</b>	
<i>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.</i>	
<b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b>	<p>After termination of the <i>lease</i>:</p> <ol style="list-style-type: none"> <li>1. We will repay you the <i>ingoing contribution</i>.</li> <li>2. You must pay us (or we may set off and deduct from the amounts we must pay you in 1 above): <ul style="list-style-type: none"> <li>• the exit fee;</li> <li>• any amounts that you owe to us under the <i>lease</i> or the <i>retirement villages laws</i>; and</li> <li>• the amount by which the agreed resale value exceeds an offer you accept for the premises (if any).</li> </ul> </li> </ol>
<b>14.2 When is the exit entitlement payable?</b>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 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).</li> </ul> <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>
<b>14.3 What is the turnover of units for sale in the village?</b>	<p>4 accommodation units were vacant as at the end of the last financial year.</p> <p>5 accommodation units were resold during the last financial year.</p> <p>Approximately 4 - 6 months was the average length of time to sell a unit over the last three financial years.</p>

<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p>After termination of the <i>lease</i>:</p> <ol style="list-style-type: none"> <li>1. We will repay you the <i>ingoing contribution</i>.</li> <li>3. You must pay us (or we may set off and deduct from the amounts we must pay you in 1 above): <ul style="list-style-type: none"> <li>• the exit fee;</li> <li>• any amounts that you owe to us under the <i>lease</i> or the <i>retirement villages laws</i>; and</li> <li>• the amount by which the agreed resale value exceeds an offer you accept for the premises (if any).</li> </ul> </li> </ol>
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**Part 15 – Financial management of the village**

<p><b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b></p>	<p><b>General Services Charges Fund</b> for the last 3 years</p>			
	<p>Financial Year</p>	<p>Deficit/ Surplus</p>	<p>Balance</p>	<p>Change from previous year</p>
	<p>2020-2021</p>	<p>\$28,221 Surplus</p>	<p>\$639,757</p>	<p>+14%</p>
	<p>2019-2020</p>	<p>\$23,653 Surplus</p>	<p>\$628,644</p>	<p>-36.11%</p>
	<p>2018-2019</p>	<p>\$37,027 Surplus</p>	<p>\$604,404</p>	<p>+159%</p>
	<p>Balance of <b>General Services Charges Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available</p>			<p>\$29,986</p>
	<p>Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available</p>			<p>\$333,513</p>
<p>Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available</p>			<p>\$206,814</p>	
<p>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</p>			<p>2.83% (2021/2022)</p>	
<p>The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.</p>				

**Part 15 – Financial management of the Body Corporate (Not Applicable)**

**Part 16 – Insurance**

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

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

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

<p><b>16.1 Is the resident responsible for arranging any insurance cover?</b> If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies:</p> <p>Contents Insurance</p>
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**Part 17 – Living in the village**  
***Trial or settling in period in the village***

<p><b>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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***Pets***

<p><b>17.2 Are residents allowed to keep pets?</b> If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Residents shall not keep any animal in or about any Unit or the Common Areas without the prior written consent of the Scheme Operator which consent may be revoked at any time.</p> <p>Residents are reminded that pets owned prior to coming into the Village may only be kept in the Village with the written permission of the Scheme Operator.</p> <p>Dogs which are permitted must be on a leash whilst in the Village Common Areas and roadways.</p> <p>Pets are to be prevented from fouling the Common Areas and gardens in the Village. All animal owners are reminded of the Council By-laws in the matter of fouling footpaths.</p>
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***Visitors***

<p><b>17.3 Are there restrictions on visitors staying with residents or visiting?</b> If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>The resident will not without the prior written consent of the Scheme Operator allow or permit any persons other than the Resident and the spouse of the Resident to remain or reside in the Unit for any period in excess of three (3) consecutive weeks at a time or a total of six (6) weeks in any twelve (12) month period nor will the Resident without such consent permit any person to occupy the Unit whilst the Resident is absent.</p>
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***Village by-laws and village rules***

<p><b>17.4 Does the village have village by-laws?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i></p>
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	<i>Note: See notice at end of document regarding inspection of village by-laws</i>
<b>17.5 Does the operator have other rules for the village.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: Rules may be made available on request
<b>Resident input</b>	
<b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents. You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>
<b>Part 18 – Accreditation</b>	
<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<input checked="" type="checkbox"/> No, village is not accredited  <input type="checkbox"/> Yes, village is voluntarily accredited through:
<b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.	
<b>Part 19 – Waiting list</b>	
<b>19.1 Does the village maintain a waiting list for entry?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Access to documents</b>	
<p><b>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).</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Certificate of registration for the retirement village scheme</li> <li><input checked="" type="checkbox"/> Certificate of title or current title search for the retirement village land</li> <li><input checked="" type="checkbox"/> Village site plan</li> <li><input checked="" type="checkbox"/> Plans showing the location, floor plan or dimensions of accommodation units in the village</li> <li><input type="checkbox"/> Plans of any units or facilities under construction</li> <li><input type="checkbox"/> Development or planning approvals for any further development of the village</li> <li><input type="checkbox"/> An approved redevelopment plan for the village under the <i>Retirement Villages Act</i>.</li> </ul>	

- 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](http://www.chde.qld.gov.au)

## General Information

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

## Regulatory Services, Department of Communities, Housing and Digital Economy

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

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.chde.qld.gov.au/housing](http://www.chde.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](mailto:caxton@caxton.org.au)

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

## Department of Human Services (Australian Government)



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

Phone: 132 300

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

### **Seniors Legal and Support Service**

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

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

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

### **Queensland Law Society**

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

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

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

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

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

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

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

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

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

Phone: 07 3006 2518

Toll free: 1800 017 288

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

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

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

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