

Prospective Costs Document

Retirement Villages Act 1999 (Section 75)

ABN: 86 504 771 740

This form is effective from 1 February 2019



Name of Village: Villa La Salle

Important information for the prospective resident

The *Retirement Villages Act 1999* requires a retirement village operator to provide a Prospective Costs Document to a person at least 21 days before the operator and the person enter into the contract.

The Prospective Costs Document refers to a specific unit in the retirement village and gives details about:

- The costs of entering this retirement village
- The current ongoing costs of living in this retirement village
- The estimated costs you will pay if you leave this unit after 1, 2, 5 and 10 years of residence
- The estimated exit entitlement you will receive if you leave this unit after 1, 2, 5 and 10 years of residence.

The operator may request information from you to assist with preparing a Prospective Costs Document for the specific accommodation unit you are interested in. The operator is required to give the Prospective Costs Document to you within 7 days of you supplying this information.

It is important that you understand the information in this document and its implications for you as a resident. It is not a substitute for reading the full terms of your residence contract and seeking independent legal advice.

By law, you must have a copy of your residence contract, Village Comparison Document, Prospective Costs Document for your contract, the village by-laws and any other required documents for at least 21 days before you and the operator enter into the residence contract.

If there is a change, other than a minor change as defined in the Act, in any of the information in these documents, the operator must give you details of the change 21 days before you enter into the 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 about the residence contract from a Queensland lawyer.

If you sign a residence contract, you have a 14 day cooling-off period, after both parties have signed the contract, should you change your mind. If you withdraw from the residence contract during the cooling-off period, you are entitled to immediately receive a full refund of any ongoing contribution that you paid.

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 villages.
 - 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.

Part 1 – General information

1.1 Name of retirement village	Villa La Salle
1.2 Address of retirement village	Street Address: 32 Bauer Street Suburb: Southport State: QLD Post Code: 4215
1.3 Prospective resident/s	<p>Preferred title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss Other (specify)</p> <p>First name Last name</p> <p>Address</p> <p>Suburb State Post Code</p> <p>Phone Email</p> <p>Preferred title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss Other (specify)</p> <p>First name Last name</p> <p>Address</p> <p>.....</p> <p>Suburb State Post Code</p> <p>Phone Email</p>
1.4 Signature and confirmation of operator of retirement village	I <u>[print name]</u> of <u>[print address]</u> being the agent/representative of the operator of the retirement village <u>[delete whichever does not apply]</u> certify the following information is correct as at <u>[insert date]</u> .

	Signature: Date signed:
1.5 Signature and confirmation of prospective resident	This Prospective Costs Document was given on Signature of prospective resident Signature of prospective resident
Note: All amounts in this Prospective Costs Document are GST inclusive, unless stated otherwise where that is permitted by law.	
Part 2 – Your Accommodation Unit details	
2.1 Number / Address of Accommodation Unit (the Unit)	Unit Number Block /wing <u>Level 3</u> Street Address 32 Bauer Street Suburb SOUTHPORT State QLD Post Code 4215
2.2 The Unit is:	<i>[Note: Delete all that do not apply]</i> <ul style="list-style-type: none"> • Independent Living Unit <ul style="list-style-type: none"> ○ One bedroom ○ Two bedrooms
2.3 The tenure of the Unit is:	Licence (non-owner resident) RENTAL (non – owner resident)
2.4 The car parking for the Unit is:	<i>[Note: Delete all that do not apply]</i> <ul style="list-style-type: none"> • Own garage or carport separate from the unit • Own car park space separate from the unit • General car parking is available in the village
2.5 Unit layout and access and design features	<p>Details of the layout of the Unit are shown in the layout plan attached to this Prospective Costs Document. The layout plan also shows the location, size, and other features for any separate carport, garage, storage or other areas for the Unit.</p> <p>All areas, measurements, layouts and distances referred to in the layout plan represent indicative approximations only. The plan has been prepared for marketing purposes only and minor variations may apply. The unit may be the mirror image of the layout plan. The village operator recommends that the resident inspect the unit before entering into the residence contract.</p> <p>The Unit has the following access and design features:</p> <p><input type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs)</p> <p><input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into the unit</p>

	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Step free (hob-less) shower <input checked="" type="checkbox"/> Width of doorways allow for wheelchair access <input checked="" type="checkbox"/> Toilet accessible in a wheelchair <input checked="" type="checkbox"/> Other – Handrails in shower and emergency call system
<p>2.6 The following fixtures, fittings and furnishing will be provided in the Unit:</p>	<p>Building Externally</p> <ul style="list-style-type: none"> ○ Face brickwork walls ○ Insect screens – Bedroom / Lounge / Dining Room / Kitchen / Bathroom / Laundry ○ Security screens – Bedrooms / Lounge / Dining Room / Kitchen / Bathroom / Laundry <p>Internal Finishes</p> <ul style="list-style-type: none"> ○ Painted walls and ceilings ○ Carpet to Living Room / Dining Room / Bedroom(s) / Hallway floors ○ Vinyl to Kitchen floor ○ Tiled floor to Bathroom and Laundry <p>Bathroom and Laundry</p> <ul style="list-style-type: none"> ○ WC with dual flush cistern ○ Vanity bench, basin with hot and cold tap combination / mixer tap ○ Wall mounted mirror / Mirrored cabinet ○ Shower with glass sliding shower screen / Bath ○ Grab rails to shower ○ Hand held shower fitting with hot and cold tap combination / mixer tap ○ Recess for washing machine ○ Location for wall mounted clothes dryer <p>Kitchen</p> <ul style="list-style-type: none"> ○ Fully laminated cupboards and benchtops ○ Rangehood, wall oven (electric), hotplates (electric) ○ Stainless steel sink ○ Recess for refrigerator ○ Pantry cupboard <p>Lounge / Dining Area</p> <ul style="list-style-type: none"> ○ Built-in cupboard / wardrobe ○ Ceiling fan <p>Bedrooms</p> <ul style="list-style-type: none"> ○ Built-in wardrobes ○ Ceiling fan <p>Emergency Call System</p> <ul style="list-style-type: none"> ○ Each unit has a 24-hour emergency call facility with pendant call buttons available. <p>Other</p> <ul style="list-style-type: none"> ○ Lighting fixtures in all areas ○ TV outlet ○ Phone outlet ○ Smoke detector

	<ul style="list-style-type: none"> ○ Power points ○ Hot water system ○ Air conditioner
<p>2.7 The land is subject to the following encumbrances, endorsements or other charges:</p>	<p>Real property description: Lot 20 on SP 285881, Title Reference 51044697</p> <ul style="list-style-type: none"> • Statutory charge no. 602090038 (K784888K) by the Registrar of Retirement Villages under the <i>Retirement Villages Act 1999</i> • Easements to (other than easements to residents): <ul style="list-style-type: none"> ○ Easement no. 601784954 (B557059) burdening the land to Lot 2 on RP 28626 over Easement A on RP 89840 ○ Easement in gross no. 717330994 burdening the land to Council of the City of Gold Coast over Easements B, E, K, M, O, Easement C (Restricted), Easement D (Restricted), Easement F (Restricted), Easement G (Restricted), Easement H (Restricted), Easement I (Restricted), Easement J (Restricted), Easement L (Restricted), Easement N (Restricted) and Easement P (Restricted) on SP 285881 • Other endorsements

Part 3 – Ingoing contribution and other entry costs – to move into the Unit

<p>3.1 To become a resident, you must pay these amounts:</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> an ingoing contribution of \$1457.68 [insert amount of nominal Ingoing Contribution, e.g. an amount equal to 4 weeks' initial General Services Charge, Maintenance Reserve Fund Contribution and Accommodation Charge] <input type="checkbox"/> (freehold / strata title residents) the purchase price of your Unit of \$... (including any deposit of \$.....) <input type="checkbox"/> transfer or stamp duty of \$..... <input type="checkbox"/> costs related to your residence contract of \$..... <input type="checkbox"/> costs related to any other contract of \$ <i>[specify]</i> <input checked="" type="checkbox"/> <i>Monthly in</i> advance payment of General Services Charge of \$9.85per day (this amount may be adjusted based on the final contract date) <input type="checkbox"/> other costs of \$605.00 for Administration Fee
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<p>3.2 The total amount payable on entry is:</p>	<p>\$ 1457.68 plus the MRF amount and General services charge calculated daily to the end of the billing month or cycle.</p>
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Note: You may have additional costs in seeking your own legal or financial advice.

Part 4 – Ongoing costs - to live in the Unit

To live in the Unit in the village, you must pay the following charges and costs:

<p>4.1 General Services Charge is:</p>	<p>currently \$ 9.85 per day billed monthly in advance on the seventh day of the month for that month</p>
<p>4.2 Maintenance Reserve Fund contribution is:</p>	<p><i>[Delete inapplicable option]</i> currently \$ 4.01 per day for a 2 bedroom unit billed monthly in advance on the seventh day of the month for that month.</p>
<p>4.3 Personal services charge for selected services (if known) are:</p>	<ul style="list-style-type: none"> • Service <i>[specify]</i>..... Currently \$ per <i>[specify period]</i> • Service <i>[specify]</i>..... Currently \$per <i>[specify period]</i>
<p>4.4 Other regular ongoing fees or charges</p>	<ul style="list-style-type: none"> • Accommodation Charge – currently \$ 38.02 per day billed monthly in advance on the seventh day of the month for that month. <p>[Internal note for completion of the PCD: The Accommodation Charge is calculated as follows:</p> <ul style="list-style-type: none"> • Recurrent Amount payable by Resident (noted in the Residence Contract) • Minus General Services Charge payable by Resident • Minus Maintenance Reserve Fund Contribution payable by Resident]
<p>4.5 Total regular ongoing costs are:</p>	<p>Currently \$ 52.06 per day (excluding items shown below)</p>
<p>4.5 Costs for the Unit not included in the General Services Charge, which the resident pays for separately:</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Building insurance (if the Unit is free standing and the lot is owned by the resident) <input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Council rates of \$ per year <input type="checkbox"/> Water rates <input checked="" type="checkbox"/> Utilities – electricity, gas <input checked="" type="checkbox"/> Telephone

	<input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other /optional services <i>[provide details e.g. costs to use a garage / carport /storage area]</i> at \$..... for <i>[specify time period]</i>
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<p>4.6 Other occasional or ongoing costs for repair, maintenance and replacement of items in the Unit that the resident pays for include:</p>	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p>
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<p>4.7 Insurance policies taken out by the village operator include:</p>	Type	Amount	Insurer	Period	Excess
	Public Liability	\$100,000,000 any one occurrence or in respect of Products in the aggregate	Catholic Church Insurances Limited	Current to 30th October 2019 at 4.00pm	\$10,000 each and every occurrence
	Building (including reinstatement)	The maximum limit of liability in an occurrence, including any	Factory Mutual Insurance Company	Current to 30th April 2019 at 4:00pm	\$25,000 for any one event

		insured Time Element loss will not exceed \$1,200,000,000.			
	Contents (not owned by residents)	Included in Building Insurance			
	Plant and Equipment	Included in Building Insurance			
	Workcover	Full amount of employer's liability under the Workers' Compensation and Rehabilitation Act 2003	WorkCover Queensland	Current to 30th June 2019 at 12 midnight	Not advised
	Volunteer	\$2,500,000 or any one period of insurance	Chubb Insurance Australia Limited - 55% AIG Australia Limited - 30% Zurich Australian Insurance Limited - 15%	Current to 30th October 2019 at 4.00pm	Variable as contained in the policy wording
	Other				
	Professional Indemnity Insurance	\$20,000,000 any one claim and \$60,000,000 in the aggregate during the policy period	AAI Limited trading as Vero Insurance	Current to 30th October 2019 at 4.00pm	\$5,000 each and every claim (inclusive of costs)
	Umbrella liability	\$50,000,000 any one claim, in excess of \$250,000,000 any one claim	Chubb Insurance Australia Limited	Current to 30th October 2019 at 4.00pm	Excess of underlying policies
	1 st Excess Umbrella Liability	\$50,000,000 any one claim in excess of \$150,000,000 any one claim	QBE Insurance Australia Limited	Current to 30th October 2019 at 4.00pm	Excess of underlying policies

	2 nd Excess Umbrella Liability	\$50,000,000 any one claim in excess of \$200,000,000 any one claim	Chubb Insurance Australia Limited	Current to 30th October 2019 at 4.00pm	Excess of underlying policies
	Comprehensive Crime	\$10,000,000 each and every loss, unlimited in the annual aggregate. Sub-limited to \$5,000,000 for Clause D. Sub limited to \$100,000 for Clause J coverage.	Chubb Insurance Australia Limited	Current to 30th October 2019 at 4.00pm	Nil deductible applicable to claims arising under insuring clause J. \$100,000 each and every loss all other claims.
	Motor Vehicle Insurance	<p><u>Section 1 Own Vehicle Damage</u> Market value unless specifically stated otherwise in the Policy Schedule whichever is the lesser.</p> <p><u>Additional Vehicle Limit</u> Market Value or \$250,000 any one vehicle whichever is the lesser.</p> <p>An employee using their own vehicles on Insured's business but limited to \$50,000 or market value whichever is the lesser.</p> <p><u>Section 2 Third Party Liability – Property Damage</u> \$30,000,000 any one event</p>	CGU Insurance Limited	Current to 30th October 2019 at 4.00pm	\$500 each and every claim except \$50 personal property claims

		<u>Section 3 Third party Liability – Personal Injury</u> \$30,000,000 any one event <u>Section 2 and 3 Aggregate limit</u> \$30,000,000 <u>Section 2 and 3 Subject to Carriage of Hazardous Goods Limit</u> (14.2) \$500,000			
	Business Travel	\$10,000,000 or any one period of insurance	Chubb Insurance Australia Limited - 55% AIG Australia Limited - 30% Zurich Australian Insurance Limited - 15%	Current to 30th October 2019 at 4.00pm	Variable as contained in the policy wording
	Employment Practices Liability Insurance	\$7,500,000 any one claim and in the aggregate	Chubb Insurance Australia Limited	Current to 30th April 2019 at 4:00pm	\$100,000 each and every claim
Note: Residents contribute to the costs of these insurances through the General Services Charge.					

Part 5– Exit fee, reinstatement of Unit and other exit costs - when you leave the Unit

On termination of your residence contract and leaving the Unit, the following exit fee and other exit costs will be payable to the operator. This exit fee is also referred to as a 'deferred management fee' (DMF).

5.1 Do you pay any exit fee when you leave the Unit?

Yes No

5.2 Exit fee for the Unit is: Not applicable

Also refer to the estimated exit entitlement table in Part 6

5.3 Reinstatement costs for the Unit

All costs of replacement and repairs reasonably necessary to return your Unit to the condition it was in when you moved in, apart from fair wear and

<p>when you leave include:</p>	<p>tear and any renovations or changes to the condition of the Unit carried out with the agreement of the operator and resident</p> <p><input type="checkbox"/> No requirement for reinstatement of the Unit</p>
<p>5.4 Renovation costs for the Unit when you leave are:</p>	<p><input type="checkbox"/> % of any renovation costs payable by you, based on the same proportion you are to share in any capital gain on the sale of your Unit under your residence contract</p> <p><input checked="" type="checkbox"/> No renovation costs</p>
<p>5.5 Sale costs for the Unit (incurred by the operator in selling the right to reside in the Unit) include:</p>	<p><input type="checkbox"/>% of the agreed marketing and advertising costs, currently approximately \$</p> <p><input checked="" type="checkbox"/> 100% of the legal costs, currently set at \$250.00</p> <p><input type="checkbox"/>% of valuer's fee (if you and operator cannot agree on resale value)</p> <p><input type="checkbox"/> other</p> <p>Note: The sale costs must be based on the actual costs for the sale of your Unit and is allocated in the same proportion as you and the operator share the gross ingoing contribution on the sale of the right to reside under your residence contract. If you engage a real estate agent to sell the right to reside in the Unit you must pay the real estate agent's costs and commission.</p>
<p>5.6 Ongoing charges after vacating your Unit and until the right to reside in the Unit is sold to the next resident are:</p>	<p><input checked="" type="checkbox"/> General Services Charge and Maintenance Reserve Fund Contribution at full rate for 90 days unless the right to reside in the Unit is sold earlier currently \$13.86 per day for 2 Bedroom, billed monthly.</p> <p><input checked="" type="checkbox"/> From 90 days up to 6 months after leaving your Unit unless the right to reside in your Unit is sold earlier, you and the operator pay the General Services Charge and Maintenance Reserve Fund Contribution in the same proportion as you and the operator share the gross ingoing contribution on the sale of the Unit</p> <p><input checked="" type="checkbox"/> Personal services charge until 28 days after termination of your right to reside in the Unit due to your death</p> <p>OR</p> <p><input checked="" type="checkbox"/> Personal services charge until</p> <p>(a) unless paragraph (b) below applies – the expiry of the notice period for a notice of termination of the residence contract given by the resident or the village operator; or</p> <p>(b) if a notice period referred to in paragraph (a) above is extended – 14 days after the end of the extended notice period.</p>
<p>5.7 Other exit costs that you may need to pay include:</p>	<p><input type="checkbox"/> Other costs.....</p> <p><input checked="" type="checkbox"/> None</p>

Part 6 – Exit entitlement

An exit entitlement is the amount the operator may be required to pay you under your residence contract after your right to reside is terminated and you leave the unit.

<p>6.1 How is the exit entitlement which the operator will pay you worked out?</p>	<p>The exit entitlement is equal to your ingoing contribution:</p> <ul style="list-style-type: none"> - <u>Less:</u> the cost (if any) of reinstatement work - <u>Less:</u> any accrued or outstanding General Services Charges, Personal Services Charges and Maintenance Reserve Fund Contributions - <u>Less:</u> any legal fees incurred by the village operator in relation to the termination of the residence contract - <u>Less:</u> any other amount payable by you pursuant to your residence contract or the <i>Retirement Villages Act 1999 (Q)</i>. <p>Refer to table over page for estimated exit entitlements.</p>
<p>6.2 Capital gain – Will you be entitled to share in any capital gain on your unit (if the next resident pays a higher in-going contribution / purchase price than you paid)?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>6.3 Capital loss – Will you be required to share in any capital loss on your unit (if the next resident pays a lower in-going contribution / purchase price than you paid)?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>6.4 When is the exit entitlement payable?</p>	<p><input checked="" type="checkbox"/> From 63 days after you provide vacant possession of the unit (where you have transferred 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 6 months after your residence contract terminates, unless your Unit is resold earlier. If this happens you will be paid your exit entitlement within 14 days after the settlement of the sale of the right to reside to the next resident or the operator.</p> <p>Note: By law, your exit entitlement must be paid to you by the operator no later than 18 months after the termination date of your residence contract,</p>

	<p>even if the right to reside in your unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT). An operator is entitled to see the probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
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Example

Part 6 – Estimated resident exit entitlements when resident exits after 1, 2, 5 and 10 years of residence

The estimated refund does not include amounts for outstanding General Services Charge, Maintenance Reserve Fund contribution or personal services charges, if applicable. These amounts may further reduce your estimated exit entitlement payment.

Base Amount is the Ingoing contribution \$Nil

	Exit after 1 year residence	Exit after 2 years residence	Exit after 5 years residence	Exit after 10 years residence
Refund of ingoing contribution paid by you	\$	\$	\$	\$
If applicable, estimated resale price / next resident ingoing contribution*	\$N/A	\$N/A	\$N/A	\$N/A
If applicable, [plus or minus] your share of estimated capital [gain or loss] based on the difference between your ingoing contribution and the estimated resale price / next resident ingoing contribution	\$N/A	\$N/A	\$N/A	\$N/A
Minus estimated exit fee, based on:	\$N/A	\$N/A	\$N/A	\$N/A
Minus estimated sales costs	\$N/A	\$N/A	\$N/A	\$N/A
Minus estimated legal costs	\$250.00	\$250.00	\$250.00	\$250.00
Minus estimated other costs	\$N/A	\$N/A	\$N/A	\$N/A
Total estimated exit entitlement payable to resident (excluding estimated reinstatement and renovation costs) (no later than 18 months after termination of residence contract - refer to Item 6.4 for details)	\$	\$	\$	\$
Minus estimated reinstatement costs (refer Item 5.3) <i>Not presently quantifiable – dependent on factors such as any accelerated wear and damage caused to the unit by individual residents during their occupancy</i>	-	-	-	-
Minus estimated renovation costs (if applies – refer Item 5.4)	Nil	Nil	Nil	Nil
Total estimated exit entitlement payable to resident (no later than 18 months after termination of residence contract - refer to Item 6.4 for details)				

*The estimated resale price / next ingoing contribution for the Unit is based on the operator's estimate of N/A% annual capital growth on the market value of the Unit OR

The estimated resale price / next ingoing contribution for the Unit is based on factors other than or in addition to the market value of the Unit

The operator does not warrant that the resale prices or next ongoing contribution used in the calculation estimates will in fact be achieved at the time of resale / next ongoing contribution.

Actual reinstatement costs will be subject to entry and exit condition reports at the time of termination.

Example

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
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of any capital replacement fund or maintenance reserve 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 attached and is also available on 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/retirementvillages

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

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: www.caxton.org.au/sails_slash

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

Access to retirement village operational documents – Information for residents and prospective residents

Retirement Villages Act 1999 and Retirement Villages Regulation 2018

As a resident or prospective resident of a retirement village, you may ask to view or take a copy of selected operational documents for a retirement village. The retirement village scheme operator must supply the documents free of charge.

Your request to the scheme operator must be in writing and you must give the village operator a reasonable time, at least 7 days after giving your request, to supply the documents.

You can use the attached example form to make a request. This example form lists the operational documents you can request.

The operator must comply with the request, except when you have:

- given less than seven days-notice
- accessed the same documents within the last thirty days and there has been no material change to this document since this time
- requested personal information about another person.

If you are a prospective resident, you can also find the list of operational documents held by the operator of your village within the Village Comparison Document and The Prospective Costs Document for your village.

This example form is available on the Department of Housing and Public Works website.

For more information, please contact:

Regulatory Services

Telephone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

Website: www.hpw.qld.gov.au/housing



Request for access to retirement village operational documents by residents or prospective residents

Name of retirement village
Name and details of person/s making request	First name Last name Address Suburb State Post Code Phone Email <input type="checkbox"/> Resident of the retirement village; OR <input type="checkbox"/> Prospective resident of the retirement village Signature First name Last name Address Suburb State Post Code Phone Email <input type="checkbox"/> Resident of the retirement village; OR <input type="checkbox"/> Prospective resident of the retirement village Signature
Date request is made in writing

<p>Date for inspecting or taking a copy of requested documents</p>	<p>.....</p> <p>Note: you must give the village operator a reasonable time, at least 7 days after giving your request, before accessing the documents</p>
<p>I / we are requesting access to inspect or take a copy of the following operational documents held by the operator</p> <p>(please tick the relevant documents)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Certificate of registration for the retirement village scheme <input type="checkbox"/> Certificate of title or current title search for the retirement village land <input type="checkbox"/> Village site plan <input type="checkbox"/> Plans showing the location, floor plan or dimensions of accommodation units in the village <input type="checkbox"/> Plans of any units or facilities under construction <input type="checkbox"/> Development or planning approvals for any further development of the village <input type="checkbox"/> The annual financial statements and report presented to the previous annual meeting of the retirement village <input type="checkbox"/> Statements of the balance of the capital replacement fund or maintenance reserve fund or income and expenditure for general services at the end of the previous three financial years of the retirement village <input type="checkbox"/> 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 <input type="checkbox"/> Examples of contracts that residents may have to enter into <input type="checkbox"/> Village dispute resolution process <input type="checkbox"/> Village by-laws <input type="checkbox"/> Village insurance policies and certificates of currency <input type="checkbox"/> A current public information document (PID) continued in effect under section 2371 of the Act (this applies to existing residence contracts) <p><i>The operational documents held by the operator are listed in the Village Comparison Document.</i></p>	