

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: Holy Spirit Boondall

Important information for the prospective resident

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

Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your Apartment 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 Apartment, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at 1 July 2020 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: Holy Spirit Boondall
Street Address: 2141 Sandgate Road
Suburb: Boondall State: Qld Post Code: 4034

1.2 Owner of the land on which the retirement village scheme is located

Name of land owner: St Vincent's Care Services Boondall Ltd
Australian Company Number (ACN): 146 972 303
Address: 2141 Sandgate Road
Suburb: Boondall State: Qld Post Code: 4034

1.3 Village operator

Name of entity that operates the retirement village (scheme operator):
St Vincent's Care Services Boondall Ltd
Australian Company Number (ACN): 146 972 303
Address: 2141 Sandgate Road
Suburb: Boondall State: Qld Post Code: 4034
Date entity became operator: 16 January 2012

<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details</p> <p>St Vincent's Care Services Boondall Ltd</p> <p>Australian Company Number (ACN): 146 972 303</p> <p>Phone: 07 3054 4635 Email: svcs.boondall@svha.org.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes: Monday to Friday during business hours.</p> <p>After hours and on Weekends there is a Registered Nurse on Duty who will contact the appropriate person.</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><i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</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><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 Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p>1.6 Statutory Charge over retirement village land.</p>	<p><i>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.</i></p> <p><i>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.</i></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>

Part 2 – Age limits

2.1 What age limits apply to residents in this village?

The age limit applicable for residency at Holy Spirit Boondall is set at a minimum age of 70, including the spouse of an age qualified person and all other persons residing, or desiring to reside, with that qualified person under the Residential Agreement.

The Village Operator reserves the right to grant a licence to persons who do not satisfy the age limit criteria but who are acceptable to the Village Operator and will not derogate from the conduct of the village as a premises where older members of the community or retired persons reside.

The Village Operator reserves the right to amend the applicable age limits for the village at any time.

ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

3.1 Resident ownership or tenure of the units in the village is:

- Freehold (owner resident)
- Lease (non-owner resident)
- Licence (non-owner resident)
- Share in company title entity (non-owner resident)
- Unit in unit trust (non-owner resident)
- Rental (non-owner resident)
- Other

Accommodation types

3.2 Number of apartments by accommodation type and tenure

There are 128 apartments in the village, comprising N/A single story apartments; 128 apartments in multi-story building with 7 levels.

Accommodation Apartment	Freehold	Leasehold	Licence	Other
Independent living apartments				
— Studio				
- One bedroom			12	
- Two bedroom			98	
- Three bedroom			18	
Serviced units				
— Studio				
— One bedroom				
— Two bedroom				
— Three bedroom				
Other				
Total number of Apartments			128	

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 apartment (i.e. no external or internal steps or stairs) in all apartments
- Alternatively, a ramp, elevator or lift allows entry into all apartments
- Step-free (hobless) shower in all apartments
- Width of doorways allow for wheelchair access in all apartments
- Toilet is accessible in a wheelchair in all apartments
- Other key features in the apartments or village that cater for people with disability or assist residents to age in place – communal toilet facilities, safe access to pool
- None

Part 4 – Parking for residents and visitors

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

- All apartments with own car park space separate from the apartment
 General car parking for residents in the village

Restrictions on resident's car parking include:

A resident may only use their garage/carport for the purpose of parking the resident's motor vehicle and not for storage of belongings. The Village Operator reserves the right to impose other restrictions in the course of administering the village.

Note: Each apartment has an assigned storage locker in the garage area.

4.2 Is parking in the village available for visitors?

If yes, parking restrictions include

- Yes No

General visitor parking is available on the premises, however the gated garage area beneath the building is only available to residents.

Visitors are also subject to the same behavioural obligations as residents. Without limitation, residents and visitors must not park any motor vehicle, motor cycle, trailer, boat, etc. on any part of the retirement village other than an area set aside by the scheme operator for that purpose and for the specific use of residents. In addition, the Village Operator reserves the right to impose restrictions in the course of administering the village.

Part 5 – Planning and development

5.1 Is construction or development of the village complete?

Year village construction started: 2011

- Fully developed / completed
 Partially developed / completed
 Construction yet to commence

5.2 Construction, development applications and development approvals

Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.

Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the *Planning Act 2016*

Note: The Village Operator does not currently plan to further develop or redevelop the village in the near term. However, the Village Operator reserves the right to further develop or redevelop all or part of the village in the future.

5.3 Redevelopment plan under the Retirement Villages Act 1999

Is there an approved redevelopment plan for the village under the *Retirement Villages Act*?

- Yes No

The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a

development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.

Note: see notice at end of document regarding inspection of the development approval documents.

Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Activities or games room
<input type="checkbox"/> Arts and crafts room
<input type="checkbox"/> Auditorium
<input type="checkbox"/> BBQ area outdoors
<input checked="" type="checkbox"/> Billiards room/area
<input type="checkbox"/> Bowling green
<input type="checkbox"/> Business centre (e.g. computers, printers, internet access)
<input checked="" 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 checked="" type="checkbox"/> Gym
<input checked="" type="checkbox"/> Hairdressing or beauty room
<input checked="" type="checkbox"/> Library | <input checked="" type="checkbox"/> Medical consultation room
<input checked="" type="checkbox"/> Restaurant / Café
<input type="checkbox"/> Shop
<input checked="" type="checkbox"/> Swimming pool [indoor / heated]
<input type="checkbox"/> Separate lounge in community centre
<input type="checkbox"/> Spa
<input type="checkbox"/> Storage area for boats / caravans
<input type="checkbox"/> Tennis court]
<input checked="" type="checkbox"/> Village bus or transport
<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Other – media room, emergency call system in all apartments, billiards table/s, lounge areas, 24 hour security lighting, concrete walkways, external seating, community garden |
|--|---|

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).

Note: Short trips to the local IGA on the village bus are funded from the General Services Charge. Residents are required to pay individually for other outings on the village bus, such as trips to the shopping centre at Taigum.

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?

- Yes No
- Name of residential aged care facility and name of the approved provider
- Facility name: Holy Spirit Boondall
- Approved provider: St Vincent's Care Services Carseldine Ltd

Note: Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement Village Operator cannot keep places free or guarantee places in aged care for residents of the

retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village apartment 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)?

The General Services are all services supplied, or made available, to all residents of the village, associated with the Total Operating Costs.

What are the Total Operating Costs?

The Total Operating Costs are the total of all outgoings, costs and expenses of the Village Operator, including any GST payable by or to the Village Operator, in connection with the ownership, operation, management and administration of the village and the retirement village scheme. The Total Operating Costs may include, but are not limited to, the following:

- (a) all rates and taxes (to the extent they are not prohibited at law from recovery from the resident), charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal, governmental or semi-governmental agency in respect of the village (excluding GST);
- (b) all communal charges for water, gas, oil, electricity, telecommunications, sewerage, waste disposal and other services supplied to the village and for the maintenance and repair of all electrical, plumbing, filtration, sewerage and other installations located in the village;
- (c) all insurance premiums and excesses payable by the Village Operator in respect of the village against such risks as the Village Operator deems necessary or desirable from time to time, including but not limited to public risk and liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion;
- (d) the costs of all services provided to residents of the village by the Village Operator or any manager, caretaker, employee or independent contractor employed or engaged by the Village Operator, including but not limited to pastoral care;
- (e) the costs of minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the village in good order and condition, including provision at the discretion of the Village Operator for future contingencies;
- (f) the costs of cleaning, housekeeping and day to day maintenance of the exterior of all apartments in the village and the interior and exterior of all buildings and other improvements in common use by residents of the village;
- (g) the costs of the day to day maintenance and caretaking of the gardens, landscaped areas, lawns, pathways, roads and other parts of the community facilities;

- (h) the costs of the control and eradication of pests in the community facilities;
- (i) the costs of the day to day maintenance, testing and monitoring of firefighting and protection equipment installed in the village, including sprinkler systems, hydrants, fire extinguishers and smoke detectors;
- (j) the costs of day to day maintenance, monitoring and responding to any emergency alarm system (including associated nursing costs) and the other security services and emergency care services provided to residents of the village;
- (k) the outgoings, costs and expenses in respect of the operation and day to day maintenance of motor vehicles, machinery and any bus used in the operation of the village or to provide transport services to residents of the village, including but not limited to insurance, registration, servicing, oil, petrol and the salaries and wages paid to drivers;
- (l) all payments made to or in respect of any manager, caretaker, employee or independent contractor employed or engaged by the Village Operator in connection with the village or the scheme including but not limited to wages and salaries, superannuation contributions, sick leave, holiday leave, long service leave, payroll processing, payroll tax, workers' compensation insurance premiums and other statutory taxes and charges;
- (m) the costs of providing accommodation to, any manager, caretaker, employee or independent contractor employed or engaged by the Village Operator in connection with the village;
- (n) expenditure incurred in carrying on the business and operations of the operator that relates to the operation, marketing, management or administration of the village, including but not limited to trade subscriptions, licence fees and consumable items such as stationery and computer consumables;
- (o) the costs of management, secretarial, legal, audit, book-keeping, IT, recruitment, accounting and banking services provided in connection with the village;
- (p) interest on borrowings by the Village Operator in connection with the operation, management and administration of the village;
- (q) the costs of complying with the requirements of any government or statutory authority in connection with the operation, management and administration of the village;
- (r) the fees of any auditor engaged to resolve any dispute between the operator and the resident in respect of the reasonableness or fairness of the calculation of the General Services Charge;
- (s) mission and culture;

	<p>(t) any items of expenditure carried forward from any previous accounting period; and</p> <p>(u) any other expenditure properly incurred in respect of the operation, management or administration of the village,</p> <p>but excluding amounts payable:</p> <p>(v) directly by residents under their residence contracts or the Act;</p> <p>(w) for or towards the direct costs of providing personal services to residents of the village;</p> <p>(x) for or towards maintaining and repairing the village's capital items that are properly payable out of the Maintenance Reserve Fund;</p> <p>(y) for or towards replacing the village's capital items that are properly payable out of the Capital Replacement Fund; or</p> <p>(z) for or towards costs awarded by QCAT against the operator.</p>
<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Residents are able to access the village bus on a user-pays basis for regular outings.</p> <p>Note: Regular trips to the local IGA on the village bus are funded by the Village Operator out of the general services charge paid by residents.</p>
<p>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</p>	<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 checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider – (Registered Accredited Care Supplier – RACS ID number 18250 and 18404)</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
<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 <i>Aged Care Act 1997 (Cwth)</i>. These home care services are not covered by the <i>Retirement Villages Act 1999 (Qld)</i>. Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</p>	

Part 8 – Security and emergency systems

<p>8.1 Does the village have a security system? If yes:</p> <ul style="list-style-type: none"> the security system details are: the security system is monitored between: 	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Building locks automatically from 6.00 pm to 6.00 am. Entry only via swipe disc.</p> <p>Not applicable</p>
<p>8.2 Does the village have an emergency help system? If yes:</p> <ul style="list-style-type: none"> the emergency help system details are: the emergency help system is monitored between: 	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Emergency Call system with pendants provided.</p> <p>The emergency help system is funded through the general services charges paid by residents. If required for the effective operation of the emergency help system (for example, if the Wi-Fi reception within the apartment is inconsistent or inadequate for the purpose of the emergency help system), the resident must at all times maintain at the resident's expense an operative telephone line and handset in the apartment connected to the emergency help system.</p> <p>24 hours per day, 7 days per week</p>
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

COSTS AND FINANCIAL MANAGEMENT

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

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

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Apartment	Range of ingoing contribution
	Independent living apartments	
	— Studio	\$ to \$
	- One bedroom+study	\$310,000 to \$405,000
	- Two bedrooms	\$370,000 to \$440,000
	- Two bedrooms+study	\$405,000 to \$575,000
	- Three bedrooms	\$530,000 to \$595,000
	Serviced-s	
	— Studio	\$ to \$
	— One bedroom	\$ to \$
	— Two bedrooms	\$ to \$
	— Three bedrooms	\$ to \$
	Other	\$ to \$
Full range of ingoing contributions for all types	\$310,000 to \$595,000	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Note: The Village Operator reserves the right at any time to vary the financial options available to new residents of the village.	
9.3 What other entry costs do residents need to pay?	<input type="checkbox"/> Transfer or stamp duty <input type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract <input type="checkbox"/> Advance payment of General Services Charge <input checked="" type="checkbox"/> Other costs: Administration Fee - \$605.00 (including GST)	

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

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

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

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

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

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

Type of	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Apartments		
- One bedroom+study	\$90.16	\$27.86
- Two bedrooms	\$95.20	\$30.03
- Two bedrooms+study	\$115.71	\$38.71
- Three bedrooms	\$124.18	\$42.28

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 -)
2019	\$88.55 to \$122.01	1.5%	\$24.15 to \$36.68	5.3%
2019	\$87.22 to \$120.19	0%	\$22.96 to \$34.86	0%
2018	\$87.22 to \$120.19	1.7%	\$22.96 to \$34.86	(0.4%)

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)

- Contents insurance
 Home insurance (freehold units only)
 Electricity
 Gas

- Water
 Telephone
 Internet
 Pay TV
 Other – Extra Person Charge (applicable only where more than 2 persons occupy the apartment for more than 28 days in any 6 month period)

<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"/> Apartment fixtures <input checked="" type="checkbox"/> Apartment fittings <input checked="" type="checkbox"/> Apartment appliances <input type="checkbox"/> None </p> <p>Additional information</p> <p>Residents must, at their expense, maintain the interior of the apartment, all fixtures and fittings therein, the immediate surrounds of the apartment and all fixtures, fittings, furniture, furnishings, equipment, appliances and other property in, on or attached to the apartment belonging to the Village Operator or the resident 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, fittings, furniture, furnishings, equipment, appliances and other property in, on or attached to the apartment belonging to the Village Operator that is damaged by the resident (or any agent, contractor, licensee, invitee or visitor of the resident) or subjected to accelerated wear due to the act, omission, negligence or default of the resident (or any agent, contractor, licensee, invitee or visitor of the resident).</p> <p>Residents must, at their expense, keep the apartment, 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 apartment.) 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> <p>If the resident's apartment contains an outdoor blind, the resident must, at the resident's expense, at all times keep the remote controlled outdoor blind on the balcony in good order and condition, including by repairing and maintaining the same and (if the blind is worn out or cannot reasonably be repaired), replacing it.</p>
<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their units? If yes: provide details, including any charges for this service.</p>	<p> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>The Village Operator offers a maintenance service to residents on a user-pays basis. Charges for the maintenance service are available from the Village Operator on request.</p>

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 apartment or when the right to reside in their apartment 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 units?

If yes: list all exit fee options that may apply to new contracts

- Yes – all residents pay an exit fee calculated using the same formula
- Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract
- No exit fee
- Other

Under the only exit fee option currently offered to new residents, the exit fee is calculated in accordance with the table below. However, exit fees of existing residents may be worked out in a different way, depending on the exit fee option applying to them.

Your exit fee is calculated depending on the period from the date of your residence contract until the day you cease to reside in the apartment or, if your relative (within the meaning of the *Retirement Villages Act 1999* (Q)) resides in the apartment under section 70B (2) of that Act, the sooner of the day your relative vacates the apartment or the day that is three months after your right to reside under the residence contract is terminated.

For simplicity, this document and any Prospective Costs Document given to you assume that this period for calculating your exit fee commences on your date of occupation of the apartment and ceases when you cease to reside in the apartment. However, this is subject to the terms of your residence contract and the *Retirement Villages Act 1999* (Q).

Time period from date of occupation of apartment to the date the resident ceases to reside in the apartment	Exit fee calculation based on
1 year	7% of your ingoing contribution
2 years	13% of your ingoing contribution
3 years	18% of your ingoing contribution
4 years	22% of your ingoing contribution
5 years	25% of your ingoing contribution
6 years	27% of your ingoing contribution
7 years	29% of your ingoing contribution
8 years	31% of your ingoing contribution
9 years	33% of your ingoing contribution
10 years	34% 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 34% of the ingoing contribution after 10 years of residence.</p>	

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 7% of your ingoing contribution, if the period of occupation is 1 day.

11.2 What other exit costs do residents need to pay or contribute to?

- Sale costs for the Apartment
- Legal costs
- Other costs – Termination Administration Costs, meaning the costs of, and incidental to, termination of the residence contract, including valuation costs and costs of preparation, execution and stamping of any document or a record of death.

Part 12 – Reinstatement and renovation of the

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

Yes No

Reinstatement work means replacements or repairs that are reasonably necessary to return the Apartment to the same condition it was in when the resident started occupation, apart from:

- *fair wear and tear; and*
- *reinstatement works and other changes to the condition of the carried out with agreement of the resident and operator.*

Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the apartment.

12.2 Is the resident responsible for renovation of the unit when they leave the unit?

No

Renovation means replacements or repairs other than reinstatement work.

By law, the operator is responsible for the cost of any renovation work on a former resident's , unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the . Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

Part 13– Capital gain or losses

13.1 When the resident’s interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?

No

Part 14 – Exit entitlement or buyback of freehold s

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the .

14.1 How is the exit entitlement which the operator will pay the resident worked out?

The exit entitlement is equal to your ingoing contribution:

- Less: the exit fee (see item 11.1)
- Less: the Termination Administration Costs (see item 11.2)
- Less: the share of the costs the Village Operator incurs in finding a new resident for the apartment that the resident must pay under their residence contract
- Less: the costs associated with reinstatement work
- Less: any other amounts payable by the resident to the Village Operator pursuant to the residence contract or the *Retirement Villages Act 1999 (Q)*, or which constitute a debt owing by the resident to the Village Operator.

<p>14.2 When is the exit entitlement payable?</p>	<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"> ➤ 90 days after the resident provides vacant possession of the apartment (where the resident has been admitted as a permanent resident into a Residential Aged Care Facility operated by St Vincent's Care Services Carseldine Ltd and there is no other person to legally reside in the apartment) • 14 days after the settlement of the sale of the right to reside in the apartment 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 apartment 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>
<p>14.3 What is the turnover of units for sale in the village?</p>	<p>4 accommodation apartments were vacant as at the end of the last financial year</p> <p>8 accommodation apartments were resold during the last financial year</p> <p>6 months was the average length of time to sell an apartment over the last three financial years</p>

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
2020	\$0	\$0	0.0%
2019	\$0	\$0	0.0%
2018	\$0	\$0	0.0%
Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$0
Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available			\$151,574
Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available			\$189,033
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			2.6% (based upon the 2020/21 budget assuming 12 apartment sales)
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.			

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 Apartments, other than accommodation Apartments owned by residents.

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

16.1 Is the resident responsible for arranging any insurance cover?

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

Yes No

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

- (a) The legal liability of the resident to pay damages or compensation to a third person for personal injury, whether or not the injury occurred inside the apartment;
- (b) The legal liability of the resident to pay damages or compensation to a third person for property damage;
- (c) The personal belongings of the resident for damage, destruction or theft

Part 17 – Living in the village

Trial or settling in period in the village

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

Yes No

Pets

17.2 Are residents allowed to keep pets?

If yes: specify any restrictions or conditions on pet ownership

Yes No

Residents must not keep an animal or bird in the apartment or elsewhere in the village without the Village Operator's prior written approval, which (subject to the law) may be granted or refused in the Village Operator's absolute discretion.

Residents must comply with all reasonable conditions (including any pet policy) imposed by the Village Operator concerning the keeping of any animal or bird and the Village Operator's directions revoking consent to keep an animal or bird.

Visitors

17.3 Are there restrictions on visitors staying with residents or visiting?

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)

Yes No

In respect of visitors, residents must:

- (a) obtain the prior written consent of the Village Operator (which consent must be given in writing and may be given or refused in the Village Operator's absolute discretion) before allowing a visitor to stay overnight in the apartment for more than 28 days in any 6 month period (whether continuous or not). If the resident does not do so, the Village Operator may require the visitor to leave the village immediately;
- (b) remain in occupation of the apartment while visitors are staying in the apartment;
- (c) ensure that visitors comply with the by-laws, rules or regulations (if any) of the village and do not interfere with the rights and enjoyment of other residents in the village;
- (d) supervise any of the resident's visitors under the age of 16 years when using the community facilities; and
- (e) be responsible for the actions of the resident's visitors as if they were the actions of the resident.

If a visitor stays for more than 28 days in any 6 month period, the resident must pay an Extra Person Charge (refer to item 10.2).

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

Note: the Residents Committee Constitution is available on request from the Village Operator.

Resident input

17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?

Yes No

By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.

You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.

Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?

- No, village is not accredited
 Yes, village is voluntarily accredited through:

Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

Part 19 – Waiting list

19.1 Does the village maintain a waiting list for entry?

- Yes No

If yes,

- what is the fee to join the waiting list?

- No fee

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any apartments or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

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

Further Information

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

General Information

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

Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

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

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

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

Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

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

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

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

Website: www.livablehousingaustralia.org.au/