### **Retirement Villages**

### Form 3



ABN: 86 504 771 740

### **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of Village: Eden Lea Retirement Village



### 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
  - o 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.edenleaonbuderim.com
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

### **Notice for prospective residents**

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

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

### More information

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

The information in this Village Comparison Document is correct as at 01 July 2024 and applies to prospective residents.

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

Part 1 – Operator and management details		
1.1 Retirement village location	Retirement Village Name Eden Lea Retirement Village	
	Street Address 2 – 26 Townsend Road (Cnr Burnett Street)	
	Suburb: Buderim State: QLD Post Code: 4556	
1.2 Owner of the land on which the	Name of land owner: Eden Lea Retirement Village Pty Ltd	
retirement village scheme is located	Australian Company Number (ACN) 062 954 769	
	Address: 2 – 26 Townsend Road	
	Suburb: Buderim State: QLD Post Code: 4556	
1.3 Village operator	Name of entity that operates the retirement village (scheme operator)	
	Eden Lea Retirement Village Pty Ltd	
	Australian Company Number (ACN): 062 954 769	
	Address: 2 – 26 Townsend Road	
	Suburb: Buderim State: QLD Post Code; 4556	
	Date entity became operator: 11 November 1994	

1.4 Village	Name of village management entity and contact details:		
management and onsite availability	Eden Lea Retirement Village Pty Ltd		
	Australian Company Number (ACN): 062 954 769		
	Phone: 07 5476 8900 Email: reception.edenlea@outlook.com		
	An onsite manager (or representative) is available to residents:		
	⊠ Full time		
	Onsite availability includes:		
	Weekdays: 8:30am to 5:00pm		
	Public holidays and weekends: 9:00am to 5:00pm		
1.5 Approved closure	Is there an approved transition plan for the village?		
plan or transition plan	☐ Yes ☒ No Is there an approved closure plan for the village?		
for the retirement village	☐ Yes ⊠ No		
	A written closure plan approved by the residents of the village (by a		
	special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a		
	retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.		
	oporate the vinage, even temperarily.		
Part 2 – Age limits			
Part 2 – Age limits  2.1 What age limits			
2.1 What age limits apply to residents in	Single occupants must be at least 65. For multiple occupants, one must be at least 65 and the other must be at least 60.		
2.1 What age limits	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to		
2.1 What age limits apply to residents in	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person		
2.1 What age limits apply to residents in	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to		
2.1 What age limits apply to residents in this village?	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person		
2.1 What age limits apply to residents in this village?  ACCOMMODATION, FA	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.		
2.1 What age limits apply to residents in this village?  ACCOMMODATION, FA Part 3 – Accommodatio 3.1 Resident	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES		
2.1 What age limits apply to residents in this village?  ACCOMMODATION, FA	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)		
2.1 What age limits apply to residents in this village?  ACCOMMODATION, FAPart 3 – Accommodatio 3.1 Resident ownership or tenure of	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)  Licence (non-owner resident)		
2.1 What age limits apply to residents in this village?  ACCOMMODATION, FA Part 3 – Accommodatio 3.1 Resident ownership or tenure of the units in the village	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  nuits: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)  Licence (non-owner resident)  Share in company title entity (non-owner resident)		
2.1 What age limits apply to residents in this village?  ACCOMMODATION, FA Part 3 – Accommodatio 3.1 Resident ownership or tenure of the units in the village	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  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)		
2.1 What age limits apply to residents in this village?  ACCOMMODATION, FA Part 3 – Accommodatio 3.1 Resident ownership or tenure of the units in the village	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  nuits: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)  Licence (non-owner resident)  Share in company title entity (non-owner resident)		

Α	Accommodation types				
3.	2 Number of units by				
	ccommodation type nd tenure	There are 140 units in the village, comprising 130 single story units and 10 units in multi-story building with 2 levels			
a	Accommodation	Freehold	Leasehold	Licence	Other
	unit				
	Independent living				
	units				
	- Studio				
	- One bedroom				
	- Two bedroom		51		
	- Three bedroom		79		
	Serviced units				
	- Studio				
	- One bedroom				
	- Two bedroom				
	- Three bedroom				
	Other				
	- Two Bedroom apartment		9		
	- Three bedroom apartment		1		
	Total number of units		140		
A	ccess and design				
3.	3 What disability	□ Level access f	rom the street i	into and between all a	reas of the unit
	ccess and design	(i.e. no external or internal steps or stairs) in ⊠ some units			
_	eatures do the units nd the village	□ Alternatively, a ramp, elevator or lift allows entry into □ some units			
C	ontain?	Step-free (hobless) shower in       some units			
		⋈ Width of doorways allow for wheelchair access in ⋈ some units			
		□ Toilet is accessible in a wheelchair in □ some units		S	
disability of		disability or assis	er key features in the units or village that cater for people with y or assist residents to age in place: Some units are fitted with ls in bathroom, some units are fitted with shower seats.		
		□ None			

Part 4 – Parking for residents and visitors		
4.1 What car parking in the village is available for residents?	<ul> <li>☑ All units [Villas 1 -138] with own garage or carport attached or adjacent to the unit</li> <li>☑ All units [Apartments 201-211] with own secured car park space separate from the unit</li> </ul>	
	Restrictions on resident's car parking include:	
	Residents in Villas 1-138 must park in their own garage or driveway only	
	Residents in Apartments 201-211 must park in their designated carpark space under the apartment building only.	
4.2 Is parking in the village available for visitors?	⊠ Yes □ No	
If yes, parking restrictions include  Part 5 – Planning and de	Visitors are permitted to park in visitor parking between the hours of 7:00am and 9:00pm for a maximum period of 4 hours.	
5.1 Is construction or development of the village complete?	Year village construction started: 1992  ☑ 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 <i>Planning Act 2016</i>	
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  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	□ Activities or games room			
available to residents:	☐ Arts and crafts room	⊠ Restaurant		
	☐ Auditorium	☐ Shop		
	⊠ BBQ area outdoors	⊠ Swimming pool [ <del>indoor</del> / outdoor]		
	⊠ Billiards room	[heated / <del>not heated</del> ]		
	⊠ Bowling green [indoor/outdoor]	☐ Separate lounge in community centre		
	☐ Business centre (e.g.	☐ Spa [outdoor heated]		
	computers, printers, internet access)	☐ Storage area for boats / caravans		
	☐ Chapel / prayer room	☐ Tennis court [full/half]		
	☐ Communal laundries	☑ Village bus or transport		
	□ Community room or centre	☐ Workshop		
	□ Dining room	☐ Other: kitchen		
	⊠ Gardens			
	☐ Gym			
	□ Library			
Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).				
Piccalilli's café is located on	site. It is owned and operated by Ed	enLea Retirement Village Pty Ltd.		
6.2 Does the village have an onsite, attached, adjacent or co-located residential	☐ Yes ⊠ No			
aged care facility?				
<b>Note:</b> Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . 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 <i>Aged Care Act 1997 (Cwth)</i> . Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.				

Part 7 - Services	
7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	<ul> <li>'General Services' provided to all residents are:</li> <li>Operating the retirement village for the benefit and enjoyment of residents.</li> <li>Managing security at the retirement village.</li> <li>Maintaining the security system, emergency help system and/or safety equipment (if any)</li> <li>Maintaining firefighting and protection equipment.</li> <li>Maintaining and updating safety and emergency procedures for the retirement village.</li> <li>Cleaning, maintaining and repairing the community facilities.</li> <li>Maintaining, repairing and replacing units and items in, on or attached to the units (except where this is a resident's responsibility).</li> <li>Monitoring and eradicating some pests.</li> <li>Engaging staff and contractors necessary for the operation of the retirement village, which may include a Village Manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/ or relief personnel.</li> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>Maintaining any licences required in relation to the retirement village.</li> <li>Paying operating cost in connection with the ownership and operation of the retirement village.</li> <li>Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>Complying with the <i>Retirement Villages Act 1999</i>.</li> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☐ Yes ⊠ No
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	<ul> <li>☐ Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number)</li> <li>☐ Yes, home care is provided in association with an Approved Provider</li> <li>☒ No, the operator does not provide home care services, residents can arrange their own home care services.</li> </ul>

**Note:** Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999* (Qld).

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider if one is offered.

Part 8 – Security and emergency systems			
8.1 Does the village have a security system? If yes:  the security system details are:	<ul> <li>Yes □ No</li> <li>security alarms.</li> <li>CCTV</li> </ul>		
the security system is monitored between:	24 hours a day – 7 days per week.		
8.2 Does the village have an emergency help system?	∑ Yes - all residents		
If yes or optional:  • the emergency help system details are:	Emergency response system equipment is installed in each accommodation unit and in all common areas which allows residents to activate an emergency call.		
the emergency help system is monitored between:	24 hours a day, 7 days a week		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?			

**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

<b>Accommodation Unit</b>	Range of ingoing contribution
Independent living units	
- Studio	\$ to \$
- One bedroom	\$ to \$
- Two bedrooms	\$ 395,000 to \$ 695,000
- Three bedrooms	\$ 450,000 to \$ 900,000
Serviced units	
- Studio	\$ to \$
- One bedroom	\$ to \$
- Two bedrooms	\$ to \$
- Three bedrooms	\$ to \$
Other	\$ to \$
Full range of ingoing contributions for all unit types	\$ 395,000 to \$ 900,000

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?

There are 2 contract options available:

The key differences between the 2 contract options are:

Contract Option	Capital Gain (refer Part 13)	Capital Loss (refer Part 13)
Discount Lease	The Resident is entitled to 50% of the Capital Gain (referred to in the Residence Contract as 'Capital Appreciation')	The Resident is liable for 50% of the Capital Loss (referred to in the Residence Contract as 'Capital Depreciation')
Standard Lease	The Resident is entitled to 75% of the Capital Gain (referred to in the Residence Contract as 'Capital Appreciation')	The Resident is liable for 75% of the Capital Loss (referred to in the Residence Contract as 'Capital Depreciation')

If the Resident chooses a Discount Lease, the Ingoing Contribution payable by the Resident for a right to reside is 10% less than the Ingoing Contribution payable for a Standard Lease.

The Ingoing Contribution for a Standard Lease of the Unit is called the 'Original Standard Ingoing Contribution in the Residence Contract.

Please contact the Scheme Operator if more information is required.

9.3 What other entry costs do residents need to pay?	<ul> <li>□ Transfer or stamp duty</li> <li>⋈ Costs related to your residence contract</li> <li>□ Costs related to any other contract e.g.</li> <li>□ Advance payment of General Services Charge</li> <li>⋈ Other costs</li> </ul>
	<ul> <li>Survey Plan fee of \$493.50</li> <li>Titles Office registration fee of \$275.54</li> <li>Legal cost of \$1320.00</li> </ul>

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

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

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

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Apartments		
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
All units pay a flat rate	\$123.45	\$39.25

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 -)
2023/2024	\$111.11	+12.56%	\$37.74	+3.99%
2022/2023	\$98.71	+6.41%	\$36.29	+5.77%
2021/2022	\$92.76	+0.6%	\$34.31	+5.7%

10.2 What costs	□ Contents insurance	□ Water	
relating to the units are not covered by the	☐ Home insurance (freehold units	⊠ Telephone	
General Services Charge? (residents	only)		
will need to pay these	☐ Electricity	⊠ Pay TV	
costs separately)	⊠ Gas		
		Pest control other than termite control and rear garden maintenance.	
10.3 What other	□ Unit fixtures		
ongoing or occasional costs for repair,	☐ Unit fittings		
maintenance and			
replacement of items in, on or attached to	□ None		
the units are residents responsible for and	Additional information:		
pay for while residing in the unit?	The village provides for occasional repairs, maintenance and replacement of essential equipment including plumbing and electrical items such as cooking appliances, hot water services and tapware. These are completed from the Maintenance Reserve Fund or Capital Replacement Fund. Such items can be found listed in village budgets.		
	Residents are responsible for and pay for other household items that are not included in these budgets.		
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	-		
Part 11 – Exit fees – who	en 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?	<ul> <li>✓ Yes – all residents pay an exit fee calculated using the same formula</li> <li>✓ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> </ul>		
	☐ No exit fee		
If you list all suit for	□ Other		
If yes: list all exit fee options that may apply to new contracts	5% of the New Standard Ingoing Cocommencement of the lease, plus a New Standard Ingoing Contribution maximum of 35% of the New Standyears of residence.	nd additional 3% per annum of the for each year of residence up to a	

	Note from the scheme operator: The New Standard Ingoing Contribution means the price payable for a Standard Lease of the Unit by the next resident. See the Residence Contract for more details.  The exit fee is calculated on a pro-rata daily basis for partial years of residence.
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on the New Standard Ingoing Contribution.
1 day (payable on the commencement of the Lease)	5% of the New Standard Ingoing Contribution
1 year	8% of the New Standard Ingoing Contribution
2 years	11% of the New Standard Ingoing Contribution
3 years	14% of the New Standard Ingoing Contribution
4 years	17% of the New Standard Ingoing Contribution
5 years	20% of the New Standard Ingoing Contribution
6 years	23% of the New Standard Ingoing Contribution
7 years	26% of the New Standard Ingoing Contribution
8 years	29% of the New Standard Ingoing Contribution
9 years	32% of the New Standard Ingoing Contribution
10 years	35% of the New Standard Ingoing Contribution

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

The maximum (or capped) exit fee is 35% of the New Standard Ingoing Contribution after 10 years of residence.

The minimum exit fee is 5% of the New Standard Ingoing Contribution on commencement of the Lease

**Note from the scheme operator:** The minimum exit fee is payable on commencement of the Lease.

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

Sale costs for the unit

□ Legal costs

☑ Other costs: The Termination Administration Costs, any other amounts the Resident owes under the Residence Contract or other agreements the resident has with the scheme operator.

### Part 12 - Reinstatement and renovation of the unit

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

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

- fair wear and tear; and
- renovations and other changes to the condition of the unit 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.

At Eden Lea on Buderim the Scheme Operator will pay for what it refers to as Scheme Operator Reinstatement Work.

This will cover wall and timberwork re-painting and coating.

Carpet replacement and other floor reinstatement works other than cleaning will also be paid for by the Scheme Operator under this section.

Further information can be found under clauses 17.2 and 17.3 of the Lease Document.

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

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

☑ Yes, all residents pay 75% for a Standard Lease; or 50% for a Discount Lease of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)

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

At Eden Lea on Buderim the Scheme Operator will pay for what it refers to as Scheme Operator Renovation Work.

This will cover improvements the Scheme Operator might wish to make to improve the liveability of the villa. This might include for example upgrading the unit's lighting, floor coverings, or cabinetry.

The Scheme Operator will share with you the cost of some renovation work for what it refers to as Shared Renovation Work. This might include minor items that exhibit fair wear and tear but need to be replaced to satisfy the incoming resident. This might include for example a kitchen benchtop that is overly worn.

Further information can be found under clauses 17.4 and 17.5 of the Lease Document.

### 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?

☐ Optional - residents can elect to share in a capital **gain** or **loss** option

Residents share in the capital gain or capital loss.

The Resident's share of capital gain or capital loss is different depending on whether the Resident selects a Standard Lease or a Discount Lease. Details are included in the table below.

Contract Option	Capital Gain	Capital Loss
Discount Lease	The Resident is entitled	The Resident is liable
	to 50% of the Capital	for 50% of the Capital
	Gain (referred to in the	Loss (referred to in the
	Residence Contract as	Residence Contract as
	'Capital Appreciation')	'Capital Depreciation')
Standard Lease	The Resident is entitled	The Resident is liable
	to 75% of the Capital	for 75% of the Capital
	Gain (referred to in the	Loss (referred to in the
	Residence Contract as	Residence Contract as
	'Capital Appreciation')	'Capital Depreciation')

### Part 14 - Exit entitlement or buyback of freehold units

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

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

- 1. Refund of ingoing contribution paid by you.
- 2. Plus or minus your share of Capital Gain or Capital Loss.
- 3. Less Exit Fee.
- 4. Less sales costs.
- 5. Less legal costs.
- 6. Less other costs charged by the Titles Office.

## 14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
  - 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold,

	unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).	
	In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.	
14.3 What is the turnover of units for sale in the village?	10 accommodation units were vacant as at the end of the last financial year	
	8 accommodation units were resold during the last financial year	
	6 months was the average length of time to sell a unit over the last three financial years.	

### Part 15 - Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?

General Services Charges Fund for the last 3 years				
Financial	Deficit/	Balance	Change from	
Year	Surplus		previous year	
2022-2023	(\$34,505.65)	(\$18,146.44)	-190.15%	
2021-2022	(\$17,236.33)	\$16,359.21	-51.30%	
2020-2021	(\$13,973.16)	\$33,595.54	-29.37%	
	Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year (\$18,146.44)			
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available \$367,599.49			\$367,599.49	
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available \$15,601.71			\$15,601.71	
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund  N/A (amounts are paid each				
I Indomo Continbution, as determined by a quantity			recommended by the quantity surveyor's	
OR				

### Part 16 - Insurance

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

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

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

16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	<ul> <li>Yes   No</li> <li>If yes, the resident is responsible for these insurance policies:</li> <li>Contents insurance (for the resident's property in the unit).</li> <li>Public liability insurance (for incidents occurring in the resident's unit).</li> <li>Workers' compensation insurance (for the resident's employees or contractors).</li> <li>Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul>	
Part 17 – Living in the v		
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  Pets are welcome if the scheme operator's prior consent is obtained.	
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)	Residents may have a visitor reside in the unit without consent provided the visit is temporary and less than 7 days at any one time and not more than 2 months (in total) in any 12 month period. The resident must be in occupation of their unit during the visitors stay.	
Village by-laws and village rules		
17.4 Does the village have village by-laws?		
17.5 Does the operator have other rules for the village.		

Resid	lent input		
have a comm under	Does the village a residents nittee established the Retirement res Act 1999?	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 1	8 - Accreditation		
18.1 Is volun throu	s the village tarily accredited gh an industry- l accreditation	<ul><li>✓ No, village is not accredited</li><li>☐ Yes, village is voluntarily accredited through:</li></ul>	
<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.			
Part 1	9 – Waiting list		
	Does the village ain a waiting list etry?	☐ Yes ⊠ No	
Acces	ss to documents		
and a inspethe re	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 title of Village site plans. Plans showing the Plans of any units of Development or plans. An approved redevent An approved transit. An approved closus of the retirement vistatements of the statements of the statements of the statement of the previous end of the previous site of the statement of the previous end of the previous site of the statement of the previous site of the statement of the previous end of the previous site of the statement of the previous end of the previous site of the statement of the previous end of the previous site of the statement of the previous end of the	coalance of the capital replacement fund, or maintenance reserve fund scharges fund (or income and expenditure for general services) at the sthree financial years of the retirement village	
		palance of any Body Corporate administrative fund or sinking fund at the sthree 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
- 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 <a href="https://www.hpw.qld.gov.au">www.hpw.qld.gov.au</a>

### **General Information**

General information and fact sheets on retirement villages: <a href="www.qld.gov.au/retirementvillages">www.qld.gov.au/retirementvillages</a>
For more information on retirement villages and other seniors living options:
<a href="www.qld.gov.au/seniorsliving">www.qld.gov.au/seniorsliving</a>

### Regulatory Services, Department of Housing and Public Works

Act (this applies to existing residence contracts)

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: Error! Hyperlink reference not valid. 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.gld.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/