

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

This form is effective from 1 February 2019



Name of village: Buderim Meadows Retirement Resort

### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at [www.retirementbylendlease.com.au/hibiscus-buderim-meadows/](http://www.retirementbylendlease.com.au/hibiscus-buderim-meadows/)
- 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 Parks Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement villages. See [www.caxton.org.au](http://www.caxton.org.au) or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

**More information**

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

**The information in this Village Comparison Document is correct as at 1 July 2019 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: Buderim Meadows Retirement Resort  
Street address: 183 Karawatha Drive  
Suburb Buderim State QLD Postcode 4556

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

Name of land owner: Lendlease RL WA and QLD Pty Ltd ACN 619 177 061 as trustee for Lendlease RL WA and QLD Trust ABN 48 261 098 103  
Australian Company Number: As above  
Address: Level 14, Tower 3 International Towers, Exchange Place  
Suburb Barangaroo State NSW Postcode 2000

**1.3 Village operator**

Name of entity that operates the retirement village (scheme operator)  
Lendlease RL WA and QLD Pty Ltd ACN 619 177 061 as trustee for Lendlease RL WA and QLD Trust ABN 48 261 098 103  
Australian Company Number: As above  
Address: Level 14, Tower 3 International Towers, Exchange Place  
Suburb Barangaroo State NSW Postcode 2000  
Date entity became operator 19 December 2017

**1.4 Village management and onsite availability**

Name of village management entity and contact details  
Lendlease RL WA and QLD Pty Ltd ACN 619 177 061 as trustee for Lendlease RL WA and QLD Trust ABN 48 261 098 103  
Australian Company Number: As above  
Phone (07) 5409 3700 Email [buderimmeadows.office@lendlease.com](mailto:buderimmeadows.office@lendlease.com)  
An onsite manager (or representative) is available to residents:  
 Full time  
 Part time  
 By appointment only  
 None available  
 Other  
Onsite availability includes:  
Weekdays 8:00am to 4:00pm  
Weekends After hours emergency contact number

**Part 2 - Age limits**

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

The occupant (or if there is more than one occupant, at least one of them) must be at least 55 years of age.

**ACCOMMODATION, FACILITIES AND SERVICES**

**Part 3 - Accommodation units: Nature of ownership or tenure**

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

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

## Accommodation types

**3.2 Number of units by accommodation type and tenure** There are 205 units in the village, all of which are single storey units.

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom		10		
- Two bedrooms		109		
- Three bedrooms		86		
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units		205		

## Access and design

**3.3 What disability access and design features do the units and the village contain?**

- Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in  all  some units
- Alternatively, a ramp, elevator or lift allows entry into  all  some units
- Step free (hobless) shower in  all  some units
- Width of doorways allow for wheelchair access in  all  some units
- Toilet is accessible in a wheelchair in  all  some units
- Other key features in the units or village that cater for people with disability or assist residents to age in place
- None

## Part 4 - Parking for residents and visitors

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

- all units with own garage or carport attached or adjacent to the unit
  - some units with own garage or carport separate from the unit
  - some units with own car park space adjacent to the unit
  - some units with own car park space separate from the unit
  - General car parking for residents in the village
  - Other parking e.g. caravan or boat
  - some units with no car parking for residents
  - No car parking for residents in the village
- Restrictions on resident's car parking include: Nil.

**Note from the scheme operator:** On-site parking is available for units with no specific parking.

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

If yes, parking restrictions include e.g. time limit, swipe card/code; [or are available on request]

Yes  No

Parking in designated areas only.

## Part 5 - Planning and development

**5.1 Is construction or development of the village complete?**

Year village construction started: 1993

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

**5.2 Is there development approval or a development application pending for further development or redevelopment of the village?**

If yes to either:  
 • Provide details and timeframe of development or proposed development including the final number and types of units and any new facilities.

Development approval granted

Yes  No

Development application pending

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 available to residents:**

- |   |  |
|---|--|
| <input type="checkbox"/> Activities or games room<br><input type="checkbox"/> Arts and crafts room<br><input type="checkbox"/> Auditorium<br><input checked="" type="checkbox"/> BBQ area outdoors<br><input checked="" type="checkbox"/> Billiards room<br><input checked="" type="checkbox"/> Bowling green<br><input checked="" type="checkbox"/> indoor <input type="checkbox"/> outdoor<br><input type="checkbox"/> Business centre (e.g. computers, printers, internet access)<br><input type="checkbox"/> Chapel/prayer room<br><input type="checkbox"/> Communal laundries<br><input checked="" type="checkbox"/> Community room or centre<br><input type="checkbox"/> Dining room<br><input checked="" type="checkbox"/> Gardens<br><input checked="" type="checkbox"/> Gym<br><input type="checkbox"/> Hairdressing or beauty room<br><input checked="" type="checkbox"/> Library | <input checked="" type="checkbox"/> Medical consultation room<br><input type="checkbox"/> Restaurant<br><input type="checkbox"/> Shop<br><input checked="" type="checkbox"/> Swimming pool<br><input type="checkbox"/> indoor <input checked="" type="checkbox"/> outdoor<br><input type="checkbox"/> heated <input checked="" type="checkbox"/> not heated<br><input checked="" type="checkbox"/> Separate lounge in community centre<br><input type="checkbox"/> Spa<br><input type="checkbox"/> indoor <input type="checkbox"/> outdoor<br><input type="checkbox"/> heated <input type="checkbox"/> not heated<br><input checked="" type="checkbox"/> Storage area for boats/caravans<br><input type="checkbox"/> Tennis court <input type="checkbox"/> full <input type="checkbox"/> half<br><input checked="" type="checkbox"/> Village bus or transport<br><input type="checkbox"/> Workshop<br><input type="checkbox"/> Other |
|---|--|

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).

N/A

**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: Not applicable

**Note:** Aged care facilities are not covered by the *Retirement Villages Act 1999* (Qld). The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997* (Cwth).

Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

## Part 7 - Services

**7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?**

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Providing, operating and managing the community areas and facilities.
- Managing security at the retirement village.
- Maintaining any security system, emergency help system and/or safety equipment.
- Maintaining fire-fighting and protection equipment.
- Maintaining safety and emergency procedures for the retirement village.
- Cleaning, maintenance, repairs and replacements of and to the community areas and facilities.
- Maintenance, repairs and replacements to units and items in, on or attached to the units (except where this is a resident's responsibility).
- Pest control.
- Engaging staff and contractors for the operation of the retirement village, which may include a village manager, cleaning, maintenance and security personnel, security personnel, personal care and nursing personnel and/or relief personnel.
- Arranging for administrative, book-keeping, accounting and legal services necessary for the operation of the retirement village.
- Maintaining any licences required in relation to the retirement village and otherwise complying with all applicable laws.
- Paying operating costs in connection with the ownership and operation of the retirement village.
- Maintaining insurances relating to the retirement village, whether required by legislation, contemplated by a residence contract or otherwise deemed appropriate by the scheme operator.
- Various other general services budgeted from time to time.

**7.2 Are optional personal services provided or made available to residents on a user-pays basis?**

Yes  No

Services that may be available include:

- Emergency help system (see part 8.2 below)
- Home care services
- Allied health services
- Beauty services

The above services are supplied by an independent contractor.

<p><b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997</i> (Cwth)?</b></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 type="checkbox"/> Yes, home care is provided in association with an Approved Provider</p> <p><input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
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**Note:** Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997* (Cwth). These home care services are not covered by the *Retirement Villages Act 1999* (Qld).

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

### Part 8 - Security and emergency systems

<p><b>8.1 Does the village have a security system?</b> If yes:</p> <ul style="list-style-type: none"> <li>the security system details are:</li> <li>the security system is monitored between:</li> </ul>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>External monitored security patrols. Costs included in the general services budget.</p> <p>Outside Business Hours – 7 days per week</p>
<p><b>8.2 Does the village have an emergency help system?</b> If yes or optional:</p> <ul style="list-style-type: none"> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	<p><input type="checkbox"/> Yes - all residents <input checked="" type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Tunstall (external monitoring service) - \$17.60 (including GST) per month.</p> <p>24 hours per day, 7 days per week</p>
<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b> If yes, list or provide details e.g. first aid kit, defibrillator:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Defibrillator in Communal Hall.</p>



## COSTS AND FINANCIAL MANAGEMENT

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

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

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>		<b>Range of ingoing contribution</b>	
			<b>Base Contract &amp; Prepaid Plan Contract</b>	<b>Refundable Contribution Contract</b>
	Independent living units			
	- Studio			
	- One bedroom		\$231,000 to \$274,900	\$300,300
	- Two bedrooms		\$275,000 to \$484,300	\$529,100
	- Three bedrooms		\$297,000 to \$483,000	\$527,670
	Serviced units			
	- Studio			
	- One bedroom			
	- Two bedrooms			
	- Three bedrooms			
	Other			
	<b>Full range of ingoing contributions for all unit types</b>		\$231,000 to \$484,300	\$300,300 to \$529,100
	<b>Note from the scheme operator: The above amounts exclude any Upfront Management Fee or Establishment Fee (see item 9.3)</b>			
<b>9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.

Residents are able to select one of the following 4 contract options:

- **Base Contract – Participating**  
*Defer your management fee and share in capital gain when you leave.*
- **Base Contract - Non-Participating**  
*Defer your management fee and make the most of your retirement now.*
- **Prepaid Plan Contract**  
*Pay your management fee upfront, and share in capital gain when you leave.*
- **Refundable Contribution Contract**  
*Pay more upfront, with no management fee on exit.*

Details of how each contract option works are set out in the following sections of this document, with further information available from our village team.

**9.3 What other entry costs do residents need to pay?**

- Transfer or stamp duty
- Costs related to your residence contract
- Costs related to any other contract e.g.
- Advance payment of General Services Charge
- Other costs:

<b>Base Contract</b>	<ul style="list-style-type: none"> <li>• an <b>Establishment Fee</b>, equal to 1.5% of the ingoing contribution. This is not refundable, unless the resident changes their mind and leaves within the first 6 months under the <b>Lendlease Change of Mind Guarantee</b>.</li> </ul>
<b>Prepaid Plan Contract</b>	<ul style="list-style-type: none"> <li>• an <b>Upfront Management Fee</b>, equal to 19% of the ingoing contribution. The scheme operator will refund 50% of this if the resident leaves the village within the first 12 months, or 100% if the resident changes their mind and leaves within the first 6 months under the <b>Lendlease Change of Mind Guarantee</b></li> </ul>
<b>Refundable Contribution Contract</b>	<ul style="list-style-type: none"> <li>• an <b>Establishment Fee</b>, equal to 3% of the ingoing contribution. This is not refundable.</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 Charge and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Serviced Units		
- Studio		
- One bedroom		
- Two bedrooms		
- Three bedrooms		
Other		
All units pay a flat rate	\$96.23	\$17.70

### 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 -)
2018/19	\$61.38 to \$61.38	+7.00%	\$26.13 to \$26.13	-2.00%
2017/18	\$57.35 to \$57.35	+5.7%	\$26.68 to \$26.68	-5.9%
2016/17	\$54.27 to \$54.27	-0.6%	\$28.34 to \$28.34	+1.2%

<p><b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b></p>	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas	<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other:
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<p><b>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?</b></p>	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None  Additional information  <p><b>Note from the scheme operator:</b> Residents are responsible for all items they own or bring into their units, and for servicing any equipment and appliances provided in their unit (including smoke alarms).</p>
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<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**Part 11 - Exit fees- when you leave the village**

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

<p><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b></p>	<input type="checkbox"/> Yes - all residents pay an exit fee calculated using the same formula <input type="checkbox"/> Yes - all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract <input type="checkbox"/> No exit fee <input checked="" type="checkbox"/> Other: See below
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If yes: list all exit fee options that may apply to new contracts	<b>Base Contract (Participating)</b>	5% per year of residence, up to a maximum of 7 years (35%), of the <b>Base Unit Price</b> .  The <b>Base Unit Price</b> is the ingoing contribution paid, or that would have been paid, by the next resident under a <b>Base Contract</b> .  A <b>Base Contract</b> is a standard 100% capital gain participating exit fee contract for the resident's type of unit at the village.
	<b>Base Contract (Non-Participating)</b>	5% per year of residence, up to a maximum of 7 years (35%), of the ingoing contribution paid by the resident.
	<b>Prepaid Plan Contract</b>	No exit fee applies.
	<b>Refundable Contribution Contract</b>	No exit fee applies.
	<b>Base Contract (Participating)</b>	
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 <b>Base Unit Price</b>  <b>Note from the scheme operator:</b> The <b>Base Unit Price</b> is the ingoing contribution paid, or that would have been paid, by the next resident under a <b>Base Contract</b> . A <b>Base Contract</b> is a standard 100% capital gain participating exit fee contract for the resident's type of unit at the village.	
1 year	5% of the <b>Base Unit Price</b>	
2 years	10% of the <b>Base Unit Price</b>	
3 years	15% of the <b>Base Unit Price</b>	
4 years	20% of the <b>Base Unit Price</b>	
5 years	25% of the <b>Base Unit Price</b>	
6 years	30% of the <b>Base Unit Price</b>	
7 years	35% of the <b>Base Unit Price</b>	
10 years	35% of the <b>Base Unit Price</b>	
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 35% of the <b>Base Unit Price</b> after 7 years of residence.</p> <p>The minimum exit fee is 5% of the <b>Base Unit Price</b> x 1/365 (for 1 day of residence).</p>		

	<b>Base Contract (Non-Participating)</b>
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution
1 year	5% of your ingoing contribution
2 years	10% of your ingoing contribution
3 years	15% of your ingoing contribution
4 years	20% of your ingoing contribution
5 years	25% of your ingoing contribution
6 years	30% of your ingoing contribution
7 years	35% of your ingoing contribution
10 years	35% of your ingoing contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 35% of your ingoing contribution after 7 years of residence.</p> <p>The minimum exit fee is 5% of your ingoing contribution x 1/365 (for 1 day of residence).</p>	
	<b>Prepaid Plan Contract</b>
	N/A (there is no exit fee)
	<b>Refundable Contribution Contract</b>
	N/A (there is no exit fee)
<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input type="checkbox"/> Sale costs for the unit <input type="checkbox"/> Legal costs <input type="checkbox"/> Other costs:
<b>Part 12 - Reinstatement and renovation of the unit</b>	
<b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i> <ul style="list-style-type: none"> <li>• <i>fair wear and tear; and</i></li> <li>• <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i></li> </ul> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>

<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input type="checkbox"/> Yes, all residents pay % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><input checked="" type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays 100% of any renovation costs</p> <p><input type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p> <p><b>Note from the scheme operator:</b> Residents who select a <b>Base Contract – Participating</b> or a <b>Prepaid Plan Contract</b> receive 100% of any capital gain and therefore pay 100% of any renovation costs. Residents on other contract options do not receive any share of capital gain and therefore do not pay any share of renovation costs.</p>
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### Part 13 - Capital gain or losses

<p><b>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?</b></p>	<p><input type="checkbox"/> Yes, the resident's share of the <b>capital gain</b> is % the resident's share of the <b>capital loss</b> is % OR is based on a formula (specify)</p> <p><input checked="" type="checkbox"/> Optional- residents can elect to share in a capital gain or loss option the resident's share of the <b>capital gain</b> is 100% the resident's share of the <b>capital loss</b> is 100% OR is based on a formula (specify)</p> <p><b>Note from the scheme operator:</b></p> <ul style="list-style-type: none"> <li>• To participate in capital gain or capital loss, residents must select a <b>Base Contract – Participating</b> or a <b>Prepaid Plan Contract</b>.</li> <li>• 'Capital gain' is the amount by which the <b>Base Unit Price</b> exceeds the resident's ingoing contribution.</li> <li>• 'Capital loss' is the amount by which the resident's ingoing contribution exceeds the <b>Base Unit Price</b>.</li> <li>• '<b>Base Unit Price</b>' is defined above in 11.1.</li> <li>• Under a <b>Base Contract – Participating</b>, the resident's entitlement to capital gain (if any) is offset by the exit fee and other amounts payable by the resident on leaving the village.</li> <li>• Under a <b>Prepaid Plan Contract</b> the resident's entitlement to capital gain (if any) is offset by any amounts payable by the resident on leaving the village.</li> </ul> <p><input type="checkbox"/> No</p>
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## Part 14 - Exit entitlement

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?**

The resident will receive a refund of:

<b>Base Contract</b>	<ul style="list-style-type: none"> <li>the ingoing contribution</li> <li>the <b>Establishment Fee</b>, if the resident changes their mind and leaves within the first 6 months under the <b>Lendlease Change of Mind Guarantee</b></li> </ul>
<b>Prepaid Plan Contract</b>	<ul style="list-style-type: none"> <li>the ingoing contribution</li> <li>50% of the <b>Upfront Management Fee</b> if the resident leaves the village within the first 12 months, or 100% if the resident changes their mind and leaves within the first 6 months under the <b>Lendlease Change of Mind Guarantee</b></li> </ul>
<b>Refundable Contribution Contract</b>	<ul style="list-style-type: none"> <li>the ingoing contribution</li> </ul>



**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:

- the day stated in the residence contract
  - ☒ which may range from 60 days to 18 months (or any shorter period of time required by law) after the termination of the residence contract, depending on your contract option

**Note from the scheme operator:**

*With the **Lendlease Change of Mind Guarantee**, if the resident changes their mind and leaves the village within the first 6 months, payment will be made 90 days after the resident leaves. Otherwise, the residence contract requires payment at the following times after termination of the residence contract:*

<b>Base Contract</b>	18 months (or any shorter period of time required by law)
<b>Prepaid Plan Contract</b>	18 months (or any shorter period of time required by law)
<b>Refundable Contribution Contract</b>	60 days (or, if the resident does not give vacant possession at the time required by the residence contract, 90 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?**

22 accommodation units were vacant as at the end of the last financial year  
 9 accommodation units were resold during the last financial year  
 7.4 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 for the last 3 years

Financial Year	Deficit/Surplus	Change from previous year
2017/18	\$4,013	-87%
2016/17	\$30,895	-65%
2015/16	\$87,632	-30%

Balance of **Maintenance Reserve Fund** for last financial year OR last quarter if no full financial year available

\$145,015

Balance of **Capital Replacement Fund** for the last financial year OR last quarter if no full financial year available

\$25,030

Percentage of a resident ingoing contribution applied to the Capital Replacement Fund

N/A (amounts are paid each year having regard to the quantity surveyor's report)

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 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?**

Yes  No

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

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

Contents insurance and third-party insurance for any motor vehicle or mobility device

## Part 17 - Living in the village

### *Trial or settling in period in the village*

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

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

Yes  No

For a **Base Contract** or a **Prepaid Plan Contract**, with the **Lendlease Change of Mind Guarantee**, if a resident changes their mind and leaves the village within the first 6 months, the scheme operator will refund the following to them within 90 days after they give vacant possession of their unit:

<b>Base Contract</b>	<ul style="list-style-type: none"><li>• the ingoing contribution</li><li>• the <b>Establishment Fee</b></li></ul>
<b>Prepaid Plan Contract</b>	<ul style="list-style-type: none"><li>• the ingoing contribution</li><li>• the <b>Upfront Management Fee</b></li></ul>

The resident will only need to pay the following on departure:

- fair market rent;
- general services charges and charges for any personal services for the resident's time in the village; and
- the costs of any reinstatement work.

### **Pets**

**17.2 Are residents allowed to keep pets?**

If yes, specify any restrictions or conditions on pet ownership

Yes  No

Pets are welcome, with the scheme operator's prior consent.

### **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

Residents must notify the village manager of a visitor staying with them within 24 hours of their visitor's arrival and must stay in the unit at the same time as their visitor. The scheme operator's prior consent must be obtained for any visitor to stay for longer than 1 month (in total) in any 12 month period.

### Village by-laws and village rules

**17.4 Does the village have village by-laws?**

Yes  No

*By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.*

*Note: See notice at end of document regarding inspection of village by-laws*

**17.5 Does the operator have other rules for the village?**

Yes  No

If yes: Rules may be made available on request.

### Resident input

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

Yes  No

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

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

### Part 18 - Accreditation

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

No, village is not accredited

Yes, village is voluntarily accredited through:

**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

Fee of \$ which is

refundable on entry to the village

non-refundable

## Access to documents

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

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units available 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 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
- 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](http://www.hpw.qld.gov.au)

### General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

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

### Regulatory Services, Department of 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](mailto:regulatoryservices@hpw.qld.gov.au)

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

### Queensland Retirement Village and Parks Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

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

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

### Department of Human Services (Australian Government)

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

Phone: 132 300

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

### Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

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

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

### **Queensland Law Society**

Find a solicitor  
Law Society House  
179 Ann Street, Brisbane, QLD 4000  
Phone: 1300 367 757  
Email: [info@qls.com.au](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://www.qls.com.au)

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

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

GPO Box 1639, Brisbane, QLD 4001  
Phone: 1300 753 228  
Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

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

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

Phone: 07 3006 2518  
Toll free: 1800 017 288  
Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

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

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

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