### **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: Elements Third Age Living @ Con Noi Carindale

### 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.elementsliving.com.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 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.gls.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 15 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:					
	Elements Third Age Living @ Con Noi Carindale					
	Street Address: 30 Scrub Road					
	Suburb: CARINDALE State: QLD Post Code: 4152					
1.2 Owner of the land on which the	Name of land owner:					
retirement village scheme is located	Elements Third Age Living @ Springwood Pty Ltd					
	ACN: <b>131 039 775</b>					
	Street Address: 224-248 Dennis Road					
	Suburb: Springwood State: QLD Post Code: 4127					
1.3 Village operator	Name of entity that operates the retirement village (scheme operator)					
	Elements Third Age Living @ Springwood Pty Ltd					
	Australian Company Number (ACN) 131 039 775					
	Street Address: 224-248 Dennis Road					
	Suburb: SPRINGWOOD State: QLD Post Code: 4127					
	Date entity became operator: 1 February 2022					

1.4 Village management and	Name of village management entity and contact details				
onsite availability	Elements Third Age Living @ Springwood Pty Ltd				
	Australian Company Number (ACN): 131 039 775				
	Phone: (07) 3119 7988 Email: springwood@elementsliving.com.au				
	An onsite manager (or representative) is available to residents:				
	⊠ Full time				
	Onsite availability includes:				
	Weekdays: 10:00am to 4:00pm (subject to change) Weekends: By appointment (subject to change)				
1.5 Approved closure plan or transition plan	Is there an approved transition plan for the village?  ☐ Yes ☒ No				
for the retirement village	A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.				
	Is there an approved closure plan for the village?  ☐ Yes ⊠ No				
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.				
1.6 Statutory Charge over retirement village land.	Is a statutory charge registered on the certificate of title for the retirement village land?  ☑ Yes □ No				
	If yes, provide details of the registered statutory charge				
	Statutory Charge No: 715832491 16/06/2014 at 11:54 under Part 6 of the Retirement Villages Act 1999				
Part 2 – Age limits					
2.1 What age limits apply to residents in this village?	55 years of age or over. In the case of joint applicants, they both need to be 55 years or over and they must hold the License as Joint Tenants. Elements reserves the right to vary any age or accept a person who it believes is a suitable resident for the village.				
<u> </u>	I				

A	ACCOMMODATION, FACILITIES AND SERVICES						
Р	art 3 – Accommodatio	n units: Nature of	ownership or	tenure			
_	.1 Resident	☐ Freehold (ow	ner resident)				
	wnership or tenure of ne units in the village	Lease (non-o	wner resident)				
is		⊠ Licence (non-	owner resident	)			
		☐ Share in com	pany title entity	(non-owner resident)			
		Unit in unit tru	ıst (non-owner	resident)			
		⊠ Rental (non-o	wner resident)				
		Other					
3 a	ccommodation types 2 Number of units by ccommodation type nd tenure						
	Accommodation unit	Freehold	Leasehold	Licence	Other		
	Independent living units						
	- Two bedroom			14			
	- Three bedroom			31			
	Total number of units			45			
A	Access and design						
	.3 What disability	□ Level access from the street into and between all areas of the unit					
	ccess and design eatures do the units	⊠ Alternatively, a	a ramp, elevato	r or lift allows entry int	o all units		
	nd the village ontain?	☐ Step-free (hobless) shower in ☐ all ☐ some units					
	ontain:		vays allow for v	vheelchair access all ι	ınits		
		☐ 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					
		(a) Two elevators from basement car park to all levels of building					
Р	art 4 – Parking for resi	dents and visitors	S				
	.1 What car parking	⊠ All units with own car park space in basement					
a	n the village is vailable for esidents?	Restrictions on re	·	· ·			
		One car park provided per unit at no charge. Additional car park space may be granted on approval by the Scheme Operator at the residents cost.					

4.2 Is parking in the village available for visitors?						
Part 5 – Planning and de	evelopment					
5.1 Is construction or development of the village complete?	Year village construction started 2014  ⊠ Fully developed / completed □ Partially developed / completed □ Construction yet to commence					
5.2 Construction, development applications and development approvals	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> Not applicable.					
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 Communities, Housing and Digital Economy.  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:	cilities are currently railable to residents:  ☐ Auditorium ☐ BBQ area outdoors ☐ Separate lounge in content of particular forms and constitution ☐ Restaurant ☐ Shop ☐ Swimming pool [heater the content of particular forms are currently ☐ Restaurant ☐ Shop ☐ Separate lounge in content forms are currently ☐ Restaurant ☐ Shop ☐ Separate lounge in content forms are currently ☐ Restaurant ☐ Shop ☐ Separate lounge in content forms are currently ☐ Restaurant ☐ Shop ☐ Separate lounge in content forms are currently ☐ Restaurant ☐ Shop ☐ Separate lounge in content forms are currently ☐ Restaurant ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Separate lounge in content forms are currently ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐ Separate lounge in content forms are currently ☐ Shop ☐					
	☐ Bowling green					

	⊠ Business centre (e.g. computers, printers, internet access)	<ul><li>☐ Storage area for boats / caravans</li><li>☐ Tennis court [full/half]</li></ul>				
	☐ Chapel / prayer room	⊠ Village bus or transport				
	☐ Communal laundries	⊠ Workshop				
	⊠ Community room or centre	⊠ Other				
	□ Dining room	(a) Catering kitchen				
	⊠ Gardens	(b) Bar				
	⊠ Gym					
	<ul><li>☒ Hairdressing or beauty room</li><li>☒ Library</li></ul>					
if there are any restriction	hat is not funded from the Genera s on access or sharing of facilities	al Services Charge paid by residents or (e.g. with an aged care facility).				
Not applicable						
6.2 Does the village have an onsite, attached, adjacent or co-located residential						
aged care facility?	Lorroco Aged Care, 40 Scrub Road Carindale Q 4152 Queensland Rehabilitation Services Pty Ltd is the approved provider					
<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	The Operating Costs include, but are not limited to, the costs of:					
residents (funded from the General Services Charge fund paid by residents)?	(a) rates, charges and taxes we have to pay to a government, council or public authority in respect of the Village, but not income tax, capital gains tax;					
	(b) water, gas, oil, electricity, communications, sewerage, waste disposal and other services supplied to the Village, common areas and administration areas (but excluding individual units);					
	(c) insurance for the Village, including for public risk, fire, lightning, storm, tempest, flood, earthquake, malicious act, explosion, impact and					

- riot or civil commotion and such other risks we think necessary to cover against from time to time;
- (d) cleaning that Residents are not obliged to do;
- (e) lawn mowing and gardening, including replacing dead plants, mulching, spraying and fertilising;
- (f) services we provide to Residents of the Village (except for services for which we directly charge);
- (g) minor repairs and day to day maintenance (including preventative maintenance) necessary to keep in good order and condition the exterior of all Units in the Village and the interior and exterior of the Community Facilities and the Management Facilities, including provision at our discretion for future contingencies;
- (h) pest control (excluding individual units);
- (i) expert reports relevant to the operation of the Village;
- (j) fire fighting and protection equipment and services, including sprinkler systems, hydrants, fire extinguishers and smoke detectors (excluding individual units);
- (k) monitoring and responding to the emergency call system and the other security services and emergency care services in the Village;
- (I) the operation and day to day maintenance of vehicles used for the operation of the Village or transport of residents of the Village, including insurance, registration, servicing, oil and petrol;
- (m) plant, equipment and software;
- (n) contractors we engage from time to time;
- (o) a reasonable share of any off-site administration and management costs;
- (p) wages, salaries, employee benefits, payroll tax, workers' compensation insurance premiums, accommodation and other employment costs for our employees relating to the Village;
- (q) administration, management, accounting, audit, legal and banking costs for the operation of the Village;
- (r) complying with laws and the requirements of authorities relating to the operation, management and administration of the Village;
- (s) auditors/experts engaged to resolve any dispute between us and Residents (including you) in respect of the reasonableness or fairness of the calculation of the General Services Charge;
- (t) expenditures carried forward from any previous accounting period;
- (u) any excess payable under an insurance policy (as referred to in clause 11.2); and

	(v) costs of obtaining the opinions or reports of experts or consultants.					
7.2 Are optional personal services	⊠ Yes □ No					
provided or made available to residents on a user-pays basis?	Elements may, from time to time, liaise with external personal service providers to make services available to residents at a mutually agreed price.					
7.3 Does the retirement village operator provide government funded	☐ 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)					
home care services under the Aged Care Act 1997 (Cwth)?	☐ Yes, home care is provided in association with an Approved Providers.					
	☒ No, the operator does not provide home care services, residents can arrange their own home care services					
	In addition, Elements may liaise with approved providers who are able to provide government funded home care services under the Aged Care Act 1997 (Cwth)					
Home Support Program s an aged care assessmen services are not covered <b>Residents can choose t</b>	<b>Note:</b> 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</i> (Qld). <b>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</b>					
Part 8 – Security and en	nergency systems					
8.1 Does the village have a security	⊠ Yes □ No					
system?	Security Cameras in common areas. FOB entry to carpark and building.					
8.2 Does the village	☐ Yes - all residents ☐ Optional ☐ No					
have an emergency help system?	Residents either have an Emergency Call Unit as part of their care package or have a fee-for-service arrangement with Tunstall.					
	The Emergency Call System is monitored by their choice of service provider 24/7					
8.3 Does the village have equipment that provides for the safety	⊠ Yes □ No					
or medical emergency of residents?	Community Centre – Defibrillator, First Aid Kits & Fire Extinguishers and Blanket.					

### **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 Unit	Range of ingoing contribution
Independent living units	
- Two bedrooms	\$ 629,000 to \$659,000
- Three bedrooms	\$ 715,000 to \$770,000
Full range of ingoing contributions for all unit types	\$ 629,000 to \$770,000

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?

Different finance options are available on application and are determined at the Operation's discretion and on a case by case basis.

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

□ Trar	ısfer	or	stamp	duty
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☐ Other costs:

(a) A project Management Fee of 15% of the cost of any requested alteration and addition undertaken by the Scheme Operator on the resident's behalf.

### 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 Curren	t weekly rate	s of Genera	al Services	Char	ge and	Mainte	nance Re	eserve f	und
Type of Unit		Charge	General Services Charge (weekly)		Maintenance Reserve Fund contribution (weekly)		Total (weekly)		
All units pay	y a flat rate	\$131.32		\$37.			\$168.93		
Loot throo w	ore of Conord	ol Comisso C	horae and N	lainta	nonce F	2000110	Fund con	tributio.	•
Financial General Service year Charge (range (weekly)		vices	ces Overall %		Maintenance Reserve Fund		Overal change	l % e from us year	
2021/22	\$103.07		13.91%		\$24.59	)		-34.419	%
2022/23	\$113.72		10.33%		\$27.36	3		11.27%	, 0
2023/24	\$122.28		7.53%		\$33.33	3		21.82%	, 0
10.2 What corelating to to are not covered General Ser Charge? (rewill need to costs separate	he units ered by the rvices esidents pay these	☐ Home ir only)	<ul> <li>✓ Contents insurance</li> <li>✓ Home insurance (freehold units only)</li> <li>✓ Electricity</li> <li>✓ Water</li> <li>✓ Telephone</li> <li>✓ Internet</li> <li>✓ Pay TV</li> </ul>		t Control				
10.3 What or ongoing or costs for remaintenance replacements, on or attements are responsible pay for while in the unit?	occasional pair, se and st of items ached to e residents for and se residing	<ul><li>☑ Unit fittings</li><li>☑ Unit appliances</li><li>☑ None</li></ul>			on &/or olits)) is the				
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?  Yes □ No  • Maintenance Service – Changing Light Bulbs & Batteries Recommendations & Assistance sourcing appropriate trawarranties and insurance claims.  • Charges: 15 min block at between \$55 - \$100 per hour (depending on trade) per hour plus cost of consumables.			trades, ur						

### Part 11 - Exit fees - when you leave the village

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

## 11.1 Do residents pay an exit fee when they permanently leave their unit?

☑ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract.

Period from (and including) the commencement date of your licence to (and including on a daily basis) the date you cease to reside in the accommodation unit	The exit fee is calculated as a % of the New Standard Ingoing Contribution.
1 year or less	6%
2 years or less but more than 1 year	12%
3 years or less but more than 2 year	18%
4 years or less but more than 3 year	24%
5 years or less but more than 4 year	30%
6 years or more	36%
Period from (and including) the commencement date of your licence to (and including on a daily basis) the date you cease to reside in the accommodation unit	The exit fee is calculated as a % 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 36% of the ingoing contribution paid by the next resident after 6 years of residence.

The minimum exit fee is: (The ingoing contribution paid by the next resident x 6%) / 365 days

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

⊠ Sal	e costs	for t	he unit
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□ Legal costs (currently \$1,500)

Other costs .....

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

# 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 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.

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 50% 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.

### 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?

Yes, the resident's share of the the resident's share of the

capital gain is 50% capital loss is 50%

### 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?

**New Ingoing Contribution** 

less exit entitlement (as calculated in 11.1 above)

less 100% of reinstatement cost

less 50% of agreed renovation cost

**less** costs incurred with respect to termination of your Licence; including the scheme operator's legal fees and any relevant government charges

**less** your share of selling costs (shared in same percentage as exit fee calculation)

**plus / less** any GSC and MRF advance or owned payments **plus / less** share of capital gain / or loss

### 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
  - > no date is stated in the residence contract
- 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?

2 accommodation units were vacant as at the end of the last financial year

1 accommodation units were resold during the last financial year

72 days 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	
2023/2024				
			%	
2022/2023	\$14,435.07	\$2,784.18		
			50.86%	
2021/2022	\$17,341.00	\$5,655.69		
			%	

\*\*New ownership effective 1 February 2022

OR  $\square$  the village is not yet operating.

Balance of **General Services Charges** fund at last financial year

Balance of **Maintenance Reserve Fund** at last financial year

Balance of **Capital Replacement Fund** at last financial year

**\$171,071.22** @ 30/06/2024

**\$2,874.18** @ 30/06/2024

**\$84,041.89** @ 30/06/2024

Part 16 – Insurance				
The village operator must take out general insurance, to full replacement value, for the retirement village, including for: <ul> <li>communal facilities; and</li> <li>the accommodation units, other than accommodation units owned by residents.</li> </ul>				
Residents contribute towards the cost of this insurance as part of the General Services Charge.				
16.1 Is the resident responsible for	⊠ Yes □ No			
arranging any insurance cover?	If yes, the resident is responsible for these insurance policies:			
	It is the resident's responsibility to insure their own property in the unit, public liability claims brought as a result of any incident occurring in the unit and workers compensation claims brought by any employee they engage to carry out work or provide services in the unit.			
Part 17 – Living in the vi	llage			
Trial or settling in period in the village				
17.1 Does the village offer prospective	⊠ Yes □ No			
residents a trial period or a settling in period in the village?	Subject to Scheme Operator approval, prospective residents may rent the Accommodation Unit for 12 months before opting to purchase the Right to Reside to live in the Accommodation Unit (conditions apply).			
Pets				
17.2 Are residents allowed to keep pets?	⊠ Yes □ No			
	A pet is allowed with prior written consent of the Scheme Operator on completion of a Pet Agreement.			
	A copy of the Pet Agreement is available upon request.			
Visitors				
17.3 Are there restrictions on visitors	⊠ Yes □ No			
staying with residents or visiting?	<ul> <li>You must notify us if a Visitor is staying overnight in your Unit.</li> <li>You must not have a Visitor stay in your Unit with you for longer than one month in any 12 month period without our consent which we may give or deny in our absolute discretion. If we consent to a Visitor staying for longer than one month, we can revoke that consent at any time at our absolute discretion.</li> <li>You must not allow a Visitor to stay in your Unit in your absence without our consent which we may give or deny in our absolute discretion</li> </ul>			

Village by-laws and village rules			
17.4 Does the village have village by-laws?	☐ Yes ☒ No		
	Refer License and Loan Agreement		
17.5 Does the operator have other rules for	⊠ Yes □ No		
the village.	Refer latest version of the Resident Information Booklet. A copy is available on request.		
Resident input			
17.6 Does the village have a residents	⊠ Yes □ No		
committee established under the <i>Retirement Villages Act</i> 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 18 – Accreditation			
18.1 Is the village voluntarily accredited through an industrybased accreditation scheme?	⊠ No, village is not accredited		
<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 19 – Waiting list			
19.1 Does the village maintain a waiting list for entry?	⊠ Yes □ No		
<ul><li>If yes,</li><li>what is the fee to join the waiting list?</li></ul>	⊠ 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).

X	Certificate of registration for the retirement village scheme
$\boxtimes$	Certificate of title or current title search for the retirement village land
$\boxtimes$	Village site plan
$\boxtimes$	Plans showing the location, floor plan or dimensions of accommodation units in the village
	Plans of any units or facilities under construction
	Development or planning approvals for any further development of the village
	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
$\boxtimes$	The annual financial statements and report presented to the previous annual meeting
	of the retirement village
$\boxtimes$	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
$\boxtimes$	Examples of contracts that residents may have to enter into
	Village dispute resolution process
	Village by-laws
$\boxtimes$	Village insurance policies and certificates of currency
	A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

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

### **Further Information**

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at <a href="https://www.chde.qld.gov.au">www.chde.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 Communities, Housing and Digital Economy

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

Department of Communities, Housing and Digital Economy

GPO Box 690. Brisbane. QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.qld.gov.au

Website: <a href="https://www.chde.qld.gov.au/regulatoryservices">www.chde.qld.gov.au/regulatoryservices</a>

### 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: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>

Website: 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

Perision

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: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>

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

### **Queensland Law Society**

Find a solicitor Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: <u>info@qls.com.au</u> Website: <u>www.qls.com.au</u>

### 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: <u>www.qcat.qld.gov.au</u>

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

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

community.

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/