Retirement Villages

Form 3



Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Odyssey Lifestyle Care Communities



ABN: 86 504 771 740

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 https://www.odysseycommunities.com.au/community/robina/
- 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 18 April 2023 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: Odyssey Lifestyle Care Communities	
	Street Address: 1 The Crestway	
	Suburb: Robina State: QLD Post Code: 4226	
1.2 Owner of the land	Name of land owner: Catalyst Robina SPV Pty Ltd	
on which the retirement village	Australian Company Number (ACN): 628 468 011	
scheme is located	Address: Level 2, 57 Old Cleveland Road	
	Suburb: Stones Corner State: QLD Post Code: 4120	
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): OHG Robina Pty Ltd	
	Australian Company Number (ACN): 628 728 245	
	Address: WMS Chartered Accountants Pty Ltd 'The Rocket' Suite 1401, Level 14, 203 Robina Town Centre Drive	
	Suburb: Robina State: QLD Post Code: 4226	
	Date entity became operator: 25 June 2020	
1.4 Village management and	Name of village management entity and contact details: OHG Robina Pty Ltd	
onsite availability	Australian Company Number (ACN): 628 728 245	
	Phone: 07 5551 6720 Email: compliance@ohg.net.au	
	An onsite manager (or representative) is available to residents:	
	⊠ Full time	
	☐ Part time	

	☐ By appointment only		
	☐ None available		
	□ Other		
	Onsite availability includes:		
	Weekdays: 8:30am to 5pm		
	Weekends: By appointment and on call, including 24 hour nurse and concierge availability.		
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 Housing and Public Works 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 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.		
Part 2 - Age limits			
2.1 What age limits apply to residents in this village?	Occupants must be at least 65 years old.		
ACCOMMODATION FAC	CILITIES AND SERVICES		
	n units: Nature of ownership or tenure		
3.1 Resident	☐ Freehold (owner resident)		
ownership or tenure of the units in the village	□ Lease (non-owner resident)		
is:	☐ 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 153 units in the village, comprising 0 single story units; 153 units in 3 multi-story buildings with 6-8 levels		

	Accommodation unit	Freehold	Leasehold	Licence	Other
	Independent living units				
	- Studio				
	- One bedroom		93		
	- Two bedroom		38		
	- Three bedroom		1		
	Serviced units				
	- Studio				
	- One bedroom				
	- Two bedroom				
	- Three bedroom				
	Other: Special Disability Support Units		9		
	Other: Cognitive impairment support apartment (Memory Lane)		12		
	Total number of units		153		
Note from Operator: The cognitive impairment support apartments may be provided on a rental basis, or any other basis deemed appropriate by us on a case by case basis – including existing retirement village unit contract options. There is no guarantee that any residents of the Village will be provided with the opportunity to secure accommodation in Memory Lane, although if an existing resident of the Village does wish to make an application for residence, altreasonable attempts to accommodate that application will be made. If any resident or prospective resident has queries about Memory Lane, those queries should be directed to us.				pasis – including y residents of the ory Lane, ofor residence, all ident or	
	ccess and design 3 What disability	☐ Level access from the street into and between all areas of the unit			
access and design features do the units and the village contain?		(i.e. no external or internal steps or stairs) in □ all □ some units			
Note from the operator: There is level access from the ground floor, lift access to all floor					
oximes Step-free (hobless) shower in $oximes$ all $oximes$ some units					
		☑ all □ some			

	 ☑ 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 All units have been constructed in accordance with resident accessibility design principles which incorporate: step free design in the entire unit, including onto any balcony areas; level entrance to the unit; sufficient room for mobility devices; some reinforced walls for the installation of grab rails as required; modular bedroom cupboard which allows later installation of a hoist (if required) large format switches.
Part 4 – Parking for resi	dents and visitors
4.1 What car parking in the village is available for residents?	 □ Some 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 □ units with no car parking for residents Restrictions on resident's car parking include: Note from Operator: Odyssey Lifestyle Care Communities has fewer car spaces than units. Car parking may be available on request and subject to entering into a car park licence and availability. Some car spaces may be subject to easement. In addition, on-grade parking
	may be shared with the adjoining lot and/or allocated for staff.
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	
Part 5 – Planning and de	evelopment
5.1 Is construction or development of the village complete?	Year village construction started 2019 ☐ Fully developed / completed

	☐ Partially developed / completed	
	☐ Construction yet to commence	
5.2 Construction, development applications and development approvals Provide details and	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>	
timeframe of	Village land	
development or proposed development, including the final	The village land comprises Lot 1 on survey plan 317046.	
number and types of units and any new	Development of retirement village	
facilities.	The operator may develop the village further in the future by developing more accommodation units and community facilities (which may include hairdressing/beauty facilities, billiards room, bar, gym etc) on the land adjoining the village land.	
	The operator may, from time to time, change the use of the Memory Land units or the SDA units to the 'standard' retirement village units and may also reinstate the use back to SDA or Memory Lane. In addition, some retirement village units may be converted to SDA units or Memory Lane units from time to time.	
	Note: in July 2022 the operator commenced the process of changing the use of the SDA units to retirement village units. As each SDA tenancy agreement ends the SDA unit is re-utilised as a retirement village unit.	
	The Operator reserves the right to:	
	 Construct further accommodation units; Remove, add, relocate, reconfigure, renovate, extend and/or improve any facilities; Subdivide or further subdivide the village land; Surrender or partially surrender any head lease or sub lease and enter into a head lease or sub lease over a smaller or larger area; 	
	 Construct additional rooms or areas in the village to be used for the purpose of office, transition rooms or management purposes (e.g. administration); and Increase the village land (by adding or amalgamating other land) or decrease the village land (by disposing of, or removing land). 	
5.3 Redevelopment plan under the Retirement Villages	Is there an approved redevelopment plan for the village under the Retirement Villages Act?	
Act 1999	☐ Yes ☒ No	
	The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to	

a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works. Note: see notice at end of document regarding inspection of the development approval documents. Part 6 - Facilities onsite at the village 6.1 The following Activities or games room Medical consultation room facilities are currently available to residents: Arts and crafts room □ Restaurant □ Auditorium □ Shop BBQ area outdoors ☐ Swimming pool [indoor / outdoor] [heated / not heated] ☐ Billiards room □ Bowling green centre [indoor/outdoor] ☐ Spa [indoor / outdoor] ☐ Business centre (e.g. [heated / not heated computers, printers, internet access) □ Storage area for boats / caravans ☐ Chapel / prayer room □ Tennis court [full/half] Communal laundries □ Dining room Other: Piano Lounge, Concierge, □ Gardens Wine Cellar, Transition Rooms: Communal vegetable garden; ⊠ Gym Resident's bar; Resident's coffee shop; Foyer reception area for family ☐ Hairdressing or beauty and friends; Alfresco area room (undercover); Sky gardens; Sky Bridges and Car parking □ 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). There are a number of easements that affect the village land, and particularly the driveway, porte cochere and on-grade carparks. Much of these areas will be allocated exclusively to, or shared with, the owner of the adjoining lot 2. There are areas within the village that will be used for management purposes, which residents do not have access to. Charges for these areas will be allocated to the operator exclusively and will not be paid by residents. ⊠ No 6.2 Does the village ☐ Yes have an onsite,

attached, adjacent or co-located residential aged care facility?

Note from operator: As noted above, there is a dedicated cognitive impairment support unit ('Memory Lane').

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 fund paid by residents)?

- operating and managing the Village;
- providing, operating and managing the community areas and facilities;
 - daily provision of breakfast (which will comprise a light continental breakfast) and morning tea;
- access to lunch and dinner through the onsite restaurant (at an additional 'per meal' cost for the food purchased);
- resident engagement system (including providing technical support for the system);
- heavy laundry services;
- providing a resident orientation, which may include information and resources specific to the relevant resident from time to time;
- providing a care assessment by an appropriately qualified person on entry and at least every six months during the resident's occupation of their Unit;
- gardening and landscaping;
- arranging and coordinating activities;
- managing security at the village;
- maintaining and testing the security system, emergency help system and safety equipment (including fire equipment);
- maintaining and updating safety and emergency procedures for the village;
- cleaning, maintenance, repairs and replacements of and to the community areas and facilities;
- maintenance, repairs and replacements of and to units and items inside units (except where this is the responsibility of a Resident);
- monitoring and exterminating pests (except to the extent that a resident is required to do so);
- engaging staff and contractors necessary for the operation of the village, which may include a village manager, wellness manager, activities coordinator, registered nurse, cleaning and maintenance personnel, concierge staff, security personnel, personal care and nursing personnel and/or relief personnel;
- arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the village;
- maintaining any licences required in relation to the village;
- maintaining required insurances;
- complying with the law; and
- any other general services funded via a budget of general services costs for a financial year.

7.2 Are optional personal services	⊠ Yes □ No		
provided or made available to residents on a user-pays basis?	Services such as meals, laundry, care, cleaning, general maintenance and other services not included in the general services may be made available by the operator (or a third-party provider) on a user pays basis.		
	The operator will assist in coordination of the required service at no cost.		
	Charges for meals, at the date of this document are Individual meals at a cost of \$14.50 for lunch and \$12.50 for dinner for residents. Prices for visitors are \$21 for lunch and \$18 for dinner.		
	The memory lane personal services are currently \$247.71 per day (made up of \$222 per day for care and \$25.71 per day for meals).		
	Charges for any other services provided (or facilitated) by the operator are available upon request.		
7.3 Does the			
retirement village	Provider, Local Guardians Pty Ltd ABN 91 158 357 674		
operator provide	Note: Presently, the operator is not an approved provider but does have a		
government funded home care services	arrangement where it will facilitate certain services through the approved		
under the Aged Care Act 1997 (Cwth)?	provider noted above. A personal services agreement may be required for the provision of these services. The operator may become an approved provider in the future.		

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 ⊠ Yes have a security l No system? If yes: The front gate is locked every evening. the security system The building is secured via access pass, card or code and there are CCTV details are: cameras. Access to floors is restricted to residents, or persons provided with access by the security system is residents, after hours. monitored between: 24 hours per day, 7 days per week by Odyssey staff (or by an appropriately qualified third party contractor). □ Optional □ No 8.2 Does the village have an emergency help system? Emergency response system equipment is installed in each If yes or optional: accommodation unit and in all common areas which allows residents to the emergency help activate an emergency call. system details are:

the emergency help system is monitored between:	An onsite representative will assess and deal with calls in accordance with protocols developed by Odyssey. 24 hours a day, 7 days per week.
8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator	

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	
- Studio	\$N/A
- One bedroom	\$626,000.00 to \$811,000.00
- Two bedrooms	\$749,000.00 to \$895,000.00
- Three bedrooms	\$1,170,000.00 to \$1,170,000.00
Serviced units	
Studio	\$to \$
- One bedroom	\$ to \$
- Two bedrooms	\$ to \$
- Three bedrooms	\$to \$
Other	\$450,000 - \$580,000
Note from operator: SDA units are offered on a 'rental' basis. Memory Lane units may be provided on a rental basis, but where they are offered on the basis of one of the retirement village contract options, the pricing for the ingoing contribution is the range noted in this part.	
Full range of ingoing contributions for all unit types	\$450,000.00 to \$1,170,000.00

9.2 Are there different financial options	⊠ Yes	s □ No	
available for paying the ingoing contribution and exit	-	to availability, Residents are able to select one of the following act options:	
fee or other fees and charges under a residence contract? 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.	• T c c · F · n · F · e · f · C	Prepaid Contract: prepay your management fee and secure a ower Deferred Management Fee Fraditional DMF Contract: defer your management fee and ollect all the capital gain when you leave. Fixed and Simple Contract: fix the amount of your deferred nanagement fee on entry. Fay as you Go – DMF Contract: pay an upfront non-refundable establishment fee and a fixed weekly accommodation payment for a three year term, with no management fee when you leave. Option for a new term. Facts are subject to a 'disembarking fee' of \$5,000 on departure.	
	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.		
• •		s related to your residence contract s related to any other contract e.g	
	The resident is required to pay:		
	(a)	The operator's costs and expenses relating to the signing, settlement and registration of the residence contract;	
	(b)	the registration fee charged by the Department of Resources for the registration of the residence contract;	
	(c)	any survey plan costs in respect of this Lease;	
	(d)	if the contract type is a 'Pay as you go: DMF', an establishment fee equal to 6 months' rent, and will be reduced to 3 months' rent if the unit type is a Memory Lane Unit, which is non-refundable.	

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. 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)
Other – Based on number of occupants	\$316.04 for one occupant \$426.04 for couples	\$
All units pay a flat rate	\$	\$28.96

Note from Operator: The total amount payable for weekly General Services Charge and Maintenance Reserve Fund contributions are as follows:

- \$345 for one resident
- \$455 for two residents

These weekly rates are fixed for the duration of the residence contract.

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 -)
2023/24	\$316.04- \$426.04	+4.5%	\$28.96	+6.2%
2022/23	\$297.72 - \$407.72	+6.9%	\$27.28	+2.6%
2021/22	\$278.43 - \$388.43	+3.7%	\$26.57	-16%

relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	 ☑ Contents insurance ☐ Home insurance (freehold units only) ☑ Electricity ☐ Gas 	 ✓ Water* ✓ Telephone ✓ Internet ✓ Pay TV ✓ Other: *This fee is for hot water usage, which is explained in the contract. **The connection, supply and usage fees of any services that are separately material, assessed.
10.3 What other ongoing or occasional costs for repair,	☑ Unit fixtures☑ Unit fittings	

maintenance and replacement of items	☑ Unit appliances		
in, on or attached to	□ None		
the units are residents responsible for and pay for while residing in the unit?	Additional information Residents are responsible for maintenance and repairs. The scheme operator is responsible for replacements.		
	The Operator will pay for repairs and mand the resident engagement system (in the Unit). This does not extend to the remote an additional fee.	replacement of batteries in the remote.	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	⊠ Yes □ No		
If yes: provide details, including any charges for this service.	Details available from village manag	ger.	
Part 11 – Exit fees – who	en you leave the village		
	ay an exit fee to the operator when th	•	
11.1 Do residents pay an exit fee when they permanently leave	 ☐ Yes – all residents pay an exit fee calculated using the same fo ☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract 		
their unit?	□ No exit fee		
	⊠ Other		
If yes: list all exit fee options that may apply	Prepaid Contract	10% per year of residence for the first two years, with 2.5% in the third year, of the ingoing contribution.	
to new contracts	Traditional DMF Contract	15% per year of residence for the first two years, with 7.5% in the third year, of the purchase price paid by the next resident of the unit.	
	Fixed and Simple	10% per year of residence for the first two years, with 5% in the third year, of the ingoing contribution.	
	Pay as you Go – DMF	No exit fee applies.	

Prepaid Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	10% of your ingoing contribution
2 years	20% of your ingoing contribution
3 years	22.5% of your ingoing contribution
5 years	22.5% of your ingoing contribution
10 years	22.5% of your 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 22.5% of your ingoing contribution after 3 years of residence.

The minimum exit fee is 10% of your ingoing contribution x 1/365 (for 1 day of residence).

Traditional DMF Contract

5 years

10 years

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	15% of the purchase price paid by the next resident
2 years	30% of the purchase price paid by the next resident
3 years	37.5% of the purchase price paid by the next resident

37.5% of the purchase price paid by the next resident

37.5% of the purchase price paid by the next resident

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 37.5% of the purchase price paid by the next resident after 3 years of residence.

The minimum exit fee is 15% of the purchase price paid by the next resident x 1/365 (for 1 day of residence).

Note from operator: It is assumed that the next purchaser will acquire their right to reside on the same contract type.

_		
	Fixed and Simple	
	Time period from date of occupation of unit to the the resident ceases to rein the unit	date
	1 year	10% of your ingoing contribution
	2 years	20% of your ingoing contribution
	3 years	25% of your ingoing contribution
	5 years	25% of your ingoing contribution
	10 years	25% of your ingoing contribution
	Note: if the period of ocon a daily basis.	cupation is not a whole number of years, the exit fee will be worked out
	The maximum (or cappe	ed) exit fee is 25% of your ingoing contribution after 3 years of residence. 10% of your ingoing contribution x 1/365 (for 1 day of residence).
r	1.2 What other exit costs do residents deed to pay or contribute to?	☐ Sale costs for the unit ☐ Legal costs
	ominate to:	☑ Other costs: Disembarking Fee (currently \$5,000); registration costs and other costs related to the termination of the residence contract
ŀ	Part 12 – Reinstatement	and renovation of the unit
r	2.1 Is the resident esponsible for einstatement of the	⊠ Yes □ No
ι	init when they leave he 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.

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?

Optional, only applies to residents who share in the capital gain on the sale of their unit.

Residents will be responsible for the same proportion of any renovation work as they share in capital gain.

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?

☑ Optional - residents can elect to share in a capital **gain** or **loss** option depending on which of the following contracts is selected:

	Resident's share of capital gain	Resident's share of capital loss
Traditional DMF	100%	100%
Contract		
Prepaid Contract	0%	0%
Fixed and Simple	0%	0%
Pay as you Go -	0%	0%
DMF		

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?

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident less the following amounts:

- the Deferred Management Fee (except for a 'Pay as you go: DMF' Contract Option);
- any costs of any Reinstatement Work required due to damage the resident has caused to the unit and any Renovation Work you are obliged to contribute to;
- any costs and expenses incurred in connection with the termination of the residence contract (including the Disembarking Fee and any registration costs); and

 any other amounts the residents owes under the residence contract or any other agreements the resident has with the operator or its related parties about the provision of good and services in the retirement village.

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,
- 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.

Note from Operator: In the case of a Pay as You Go DMF Contract, the Operator has agreed to pay the exit entitlement within 30 days from termination of the residence contract and vacant possession of the unit.

14.3 What is the turnover of units for sale in the village?

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

12 accommodation units were resold during the last financial year.

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
2022/23	+267	\$40,827	267
2021/22	-\$27,668	\$40,560	27,668
2020/21	\$68,228	\$68,228	N/A
2018/19	N/A	N/A	N/A
ĺ			

Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available	\$40,827
Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year	\$196,080

available

	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available	\$27,986	
	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund	0.1%	
	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			
village, including for:	take out general insurance, to full replacement value, for the s; and on units, other than accommodation units owned by resident ards the cost of this insurance as part of the General Service.	ts.	
16.1 Is the resident		<u> </u>	
responsible for arranging any insurance cover? If yes, the resident is responsible for these	 ✓ Yes □ No If yes, the resident is responsible for these insurance policies: Contents insurance (for the resident's property in the unit) 		
insurance policies:	 Public liability insurance (for incidents occurring in tunit) Workers' compensation insurance (for the resident' or contractors) Third-party insurance (for the resident's motor vehicle mobility devices) 	s employees	
Part 17 – Living in the vi	illage		
Trial or settling in period	d 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		
	✓ Vac □ No		
17.2 Are residents allowed to keep pets?	⊠ Yes □ No		
	Pets are welcome with the scheme operator's prior conser	nt.	

If we are a sife a servi	
If yes: specify any	
restrictions or conditions on pet ownership	
Visitors	
17.3 Are there	⊠ Yes □ No
restrictions on visitors	
staying with residents	
or visiting?	
If yes: specify any restrictions or conditions	Visitors may stay with a resident for temporary visits of up to 2 weeks.
on visitors (e.g. length of	Longer stays are permitted with consent of the scheme operator and should be discussed with the village manager.
stay, arrange with	official be allocated with the vinage manager.
manager)	
Village by-laws and villa	age rules
17.4 Does the village	☐ Yes ⊠ No
have village by-laws?	L 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	⊠ Yes □ No
have other rules for	
the village.	If yes: Rules may be made available on request
Resident input	
17.6 Does the village	☐ Yes ☒ No
have a residents	III YES IAI NO
	L Yes 🖾 NO
committee established	By law, residents are entitled to elect and form a residents committee
committee established under the <i>Retirement</i>	
committee established	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
committee established under the <i>Retirement</i>	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.
committee established under the <i>Retirement</i>	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
committee established under the <i>Retirement</i>	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.
committee established under the <i>Retirement</i>	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
committee established under the <i>Retirement</i>	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. The operator appreciates the benefit of a residents committee and
committee established under the <i>Retirement</i> <i>Villages Act 1999</i> ?	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. The operator appreciates the benefit of a residents committee and intends to assist in the facilitation of the formation of such a committee,
committee established under the <i>Retirement</i>	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. The operator appreciates the benefit of a residents committee and intends to assist in the facilitation of the formation of such a committee,
committee established under the Retirement Villages Act 1999? Part 18 – Accreditation 18.1 Is the village	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. The operator appreciates the benefit of a residents committee and intends to assist in the facilitation of the formation of such a committee, subject to the wishes of the residents.
committee established under the Retirement Villages Act 1999? Part 18 – Accreditation 18.1 Is the village voluntarily accredited	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. The operator appreciates the benefit of a residents committee and intends to assist in the facilitation of the formation of such a committee,
committee established under the Retirement Villages Act 1999? Part 18 – Accreditation 18.1 Is the village voluntarily accredited through an industry-	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. The operator appreciates the benefit of a residents committee and intends to assist in the facilitation of the formation of such a committee, subject to the wishes of the residents.
committee established under the Retirement Villages Act 1999? Part 18 – Accreditation 18.1 Is the village voluntarily accredited	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. The operator appreciates the benefit of a residents committee and intends to assist in the facilitation of the formation of such a committee, subject to the wishes of the residents.

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? 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 \boxtimes Certificate of title or current title search for the retirement village land X \boxtimes Village site plan XPlans showing the location, floor plan or dimensions of accommodation units in the village Plans of any units or facilities under construction \boxtimes \boxtimes 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 П An approved closure plan for the village The annual financial statements and report presented to the previous annual meeting of the retirement village Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village Examples of contracts that residents may have to enter into \times XVillage dispute resolution process Village by-laws XVillage 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.

Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement*

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 **www.chde.qld.gov.au**

General Information

General information and fact sheets on retirement villages: www.gld.gov.au/retirementvillages

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

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: www.chde.qld.gov.au/regulatoryservices

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.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/