

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

This form is effective from 1 February 2019

ABN: 86 504 771 740



Villa McAuley

Name of village: Villa McAuley Retirement Village

### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - 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://mercycommunityservices.com/villa-mcauley/>
- 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](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 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**

<p><b>1.1 Retirement village location</b></p>	<p>Retirement Village Name: Villa McAuley Retirement Village</p> <p>Street Address: Acacia Street</p> <p>.....</p> <p>Suburb: Mundingburra State: QLD Post Code: 4812</p>
<p><b>1.2 Owner of the land on which the retirement village scheme is located</b></p>	<p>Name of land owner: Mercy Community Services North Queensland Limited</p> <p>Australian Company Number (ACN): 154 512 026</p> <p>Address: c/- PO Box 5370</p> <p>Suburb: Townsville State: Queensland Post Code: 4810</p>
<p><b>1.3 Village operator</b></p>	<p>Name of entity that operates the retirement village (scheme operator):</p> <p>Mercy Community Services North Queensland Limited</p> <p>Australian Company Number (ACN): 154 512 026</p> <p>Address: C/- PO Box 5370</p> <p>Suburb: Townsville State: Queensland Post Code: 4810</p> <p>Date entity became operator: November 2011</p>
<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details: Mercy Community Services North Queensland Limited</p>

	<p>Australian Company Number (ACN): 154 512 026</p> <p>Phone: 07 4779 9847 Email: villamcauley.admin@mercycommunity.org.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays: 8.30am to 4.30pm</p> <p>Weekends: No availability but the village manager is available on mobile.</p>
<p><b>1.5 Approved closure plan or transition plan for the retirement village</b></p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p><b>1.6 Statutory Charge over retirement village land.</b></p>	<p><i>Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.</i></p> <p><i>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p>.....</p>

**Part 2 – Age limits**

<p><b>2.1 What age limits apply to residents in this village?</b></p>	<p>Single occupants must be at least 65. For multiple occupants, one must be at least 65 and the other applicable at least 55 years old.</p> <p>The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.</p> <p>The scheme operator reserves the right to vary any age limit or accept a person who does not satisfy the age limit, but who the scheme operator believes is a suitable resident for the village.</p>
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**ACCOMMODATION, FACILITIES AND SERVICES**

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

<p><b>3.1 Resident ownership or tenure of the units in the village is:</b></p>	<p> <input type="checkbox"/> Freehold (owner resident)  <input type="checkbox"/> Lease (non-owner resident)  <input checked="" type="checkbox"/> Licence (non-owner resident)  <input type="checkbox"/> Share in company title entity (non-owner resident)  <input type="checkbox"/> Unit in unit trust (non-owner resident)  <input type="checkbox"/> Rental (non-owner resident)  <input type="checkbox"/> Other.....         </p> <p><b>Note:</b> The scheme operator reserves the right to use or grant occupation rights in respect of any part of the village (including units) for residential tenancies or other purposes at its discretion, whether under arrangements that are governed by the <i>Retirement Villages Act 1999</i> or not.</p>
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**Accommodation types**

<p><b>3.2 Number of units by accommodation type and tenure</b></p>	<p>There are 117 units in the village, comprising 117 single story units.</p>
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Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio			13	
- One bedroom			30	
- Two bedroom			74	
- Three bedroom				
Serviced units				
- Studio				

- One bedroom				
- Two bedroom				
- Three bedroom				
Other [specify]				
Total number of units			117	

**Access and design**

<b>3.3 What disability access and design features do the units and the village contain?</b>	<input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Step-free (hobless) shower in <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Width of doorways allow for wheelchair access in <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input checked="" type="checkbox"/> some units <input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place <input type="checkbox"/> None
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**Part 4 – Parking for residents and visitors**

<b>4.1 What car parking in the village is available for residents?</b>	<input checked="" type="checkbox"/> Some independent living units with own garage or carport attached or adjacent to the unit. <input checked="" type="checkbox"/> Some independent living units with own garage or carport separate from the unit. <input checked="" type="checkbox"/> Some independent living units with own car park space adjacent to the unit <input checked="" type="checkbox"/> Some independent living units with own car park space separate from the unit <input checked="" type="checkbox"/> General car parking for residents in the village <input checked="" type="checkbox"/> 7 independent living units with no car parking for residents Restrictions on resident’s car parking include: No car parking on grass permitted.....
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<b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No No car parking on grass is permitted..... .....
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**Part 5 – Planning and development**

<p><b>5.1 Is construction or development of the village complete?</b></p>	<p>Year village construction started: 1980</p> <p><input checked="" type="checkbox"/> Fully developed / completed.</p> <p><input type="checkbox"/> Partially developed / completed.</p> <p><input type="checkbox"/> Construction yet to commence.</p>
<p><b>5.2 Construction, development applications and development approvals</b> Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>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></p> <p>Not applicable</p>
<p><b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b></p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p><b>Note:</b> see notice at end of document regarding inspection of the development approval documents.</p>

**Part 6 – Facilities onsite at the village**

<p><b>6.1 The following facilities are currently available to residents:</b></p>	<p><input type="checkbox"/> Activities or games room</p> <p><input type="checkbox"/> Arts and crafts room</p> <p><input type="checkbox"/> Auditorium</p> <p><input checked="" type="checkbox"/> BBQ area outdoors</p> <p><input type="checkbox"/> Billiards room</p> <p><input checked="" type="checkbox"/> Bowling green [indoor]</p> <p><input type="checkbox"/> Business centre (e.g. computers, printers, internet access)</p> <p><input type="checkbox"/> Chapel / prayer room</p>	<p><input type="checkbox"/> Medical consultation room</p> <p><input type="checkbox"/> Restaurant</p> <p><input checked="" type="checkbox"/> Shop</p> <p><input type="checkbox"/> Swimming pool</p> <p><input type="checkbox"/> Separate lounge in community centre</p> <p><input type="checkbox"/> Spa</p> <p><input type="checkbox"/> Storage area for boats / caravans</p> <p><input type="checkbox"/> Tennis court</p>
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	<input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other Community centre includes mailboxes, canteen, barbeque area, kitchenette and library area ..... ..... ..... ..... ..... .....
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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).  
 Residents must pay for any items purchased from the shop/canteen or services supplied in the hairdressing/beauty room, on a user-pays basis.

<b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**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**

<b>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</b>	<p>'General Services' provided to all residents are:</p> <ul style="list-style-type: none"> <li>•Operating the retirement village for the benefit and enjoyment of residents.</li> <li>•Providing, operating and managing the community facilities.</li> <li>•Gardening and landscaping.</li> <li>•Managing security at the retirement village.</li> <li>•Maintaining the security system, emergency help system and/or safety equipment (if any).</li> <li>•Maintaining firefighting and protection equipment.</li> <li>•Maintaining and updating safety and emergency procedures for the retirement village.</li> <li>•Cleaning, maintenance, repairs and replacements of and to the community facilities.</li> <li>•Maintenance, repairs and replacements to units and items in, on or attached to the units (except where this is a resident's responsibility).</li> <li>•Monitoring and eradicating pests.</li> </ul>
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	<ul style="list-style-type: none"> <li>•Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>•Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>•Maintaining any licences required in relation to the retirement village.</li> <li>•Paying operating costs in connection with the ownership and operation of the retirement village.</li> <li>•Maintaining insurances relating to the retirement village that are required by the Retirement Villages Act 1999 or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>•Complying with the Retirement Villages Act 1999.</li> <li>•Any other general service funded via a general services charges budget for a financial year.</li> </ul>
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<b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  
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<b>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</b>	<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) <input type="checkbox"/> Yes, home care is provided in association with an Approved Provider <input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services.
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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**

<b>8.1 Does the village have a security system?</b> If yes: <ul style="list-style-type: none"> <li>• the security system details are:</li> </ul> the security system is monitored between:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Night patrols and surveillance cameras at entry areas are funded through the general services charge  The surveillance cameras are recorded continuously, but are not monitored. Rather, the recordings are only reviewed if an incident requiring their review occurs.
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<p><b>8.2 Does the village have an emergency help system?</b></p>	<p><input type="checkbox"/> Yes - all residents      <input type="checkbox"/> Optional      <input checked="" type="checkbox"/> No</p>
<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b></p> <p>.....</p> <p>.....</p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>

**COSTS AND FINANCIAL MANAGEMENT**

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

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

<p><b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b></p>	<p><b>Accommodation Unit</b></p>	<p><b>Range of ingoing contribution</b></p>
	<p>Independent living units</p>	
	<p>- Studio</p>	<p>\$100,000</p>
	<p>- One bedroom</p>	<p>\$150,000 to \$170,000</p>
	<p>- Two bedrooms</p>	<p>\$200,000 to \$280,000</p>
	<p>- Three bedrooms</p>	<p>\$ ..... to \$.....</p>
	<p>Serviced units</p>	
	<p>- Studio</p>	<p>\$ ..... to \$.....</p>
	<p>- One bedroom</p>	<p>\$ ..... to \$.....</p>
	<p>- Two bedrooms</p>	<p>\$ ..... to \$.....</p>
	<p>- Three bedrooms</p>	<p>\$ ..... to \$.....</p>
	<p>Other</p>	<p>\$ ..... to \$.....</p>
	<p><b>Full range of ingoing contributions for all unit types</b></p>	<p>\$100,000 to \$280,000</p>

<p><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></p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>• <b>Traditional Contract:</b> pay an ingoing contribution, defer your exit fee and collect 50% of the capital gain when you leave.</li> <li>• <b>Rental Contract:</b> pay an upfront establishment fee and a fixed weekly accommodation payment for a one year term, with no exit fee when you leave. Option for a new term.</li> </ul> <p>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.</p>
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<b>9.3 What other entry costs do residents need to pay?</b>	<input type="checkbox"/> Transfer or stamp duty <input checked="" type="checkbox"/> Costs related to your residence contract. <input type="checkbox"/> Costs related to any other contract ..... <input type="checkbox"/> Advance payment of General Services Charge  <input checked="" type="checkbox"/> Other costs If the contract type is a Rental Contract, an establishment fee equal to 4 week's rent.
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**Part 10 – Ongoing Costs - costs while living in the retirement village**

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

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

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.  
**Note:** The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
All units pay a flat rate	\$103.96 per week	\$33.53 per week

**Last three years of General Services Charge and Maintenance Reserve Fund contribution**

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year (+ or -)	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2023/24	\$102.00	0%	\$26.00	0%
2022/23	\$102.00	7.34%	\$26.00	0%
2021/22	\$95.00	+1%	\$26.00	0%

<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>	<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: Pest control and termite treatments relating to the resident's unit
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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>	<p><input checked="" type="checkbox"/> Unit fixtures  <input checked="" type="checkbox"/> Unit fittings  <input checked="" type="checkbox"/> Unit appliances  <input type="checkbox"/> None</p> <p>Additional information:  Residents are also responsible for the items they own or bring into their units and any alterations they make to their units</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>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>.....  .....  .....</p>
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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>  If yes: list all exit fee options that may apply to new contracts</p>	<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</p> <table border="1" data-bbox="464 1299 1481 1585"> <tr> <td data-bbox="464 1299 971 1496"> <p><b>Traditional Contract</b></p> </td> <td data-bbox="971 1299 1481 1496"> <p>5% per year of residence for the first two years, with 2.5% in years 3 to 10, of the Base Amount (see below).</p> </td> </tr> <tr> <td data-bbox="464 1496 971 1585"> <p><b>Rental Contract</b></p> </td> <td data-bbox="971 1496 1481 1585"> <p>No exit fee applies.</p> </td> </tr> </table>	<p><b>Traditional Contract</b></p>	<p>5% per year of residence for the first two years, with 2.5% in years 3 to 10, of the Base Amount (see below).</p>	<p><b>Rental Contract</b></p>	<p>No exit fee applies.</p>
<p><b>Traditional Contract</b></p>	<p>5% per year of residence for the first two years, with 2.5% in years 3 to 10, of the Base Amount (see below).</p>				
<p><b>Rental Contract</b></p>	<p>No exit fee applies.</p>				

<p>Time period from date of occupation of unit to the date the resident ceases to reside in the unit.</p>	<p><b>Traditional Contract</b>  Exit fee calculation based on: the greater of:</p> <ul style="list-style-type: none"> <li>• your ingoing contribution.</li> <li>• the ingoing contribution paid by the next resident; and</li> <li>• the resale value of a licence of your unit.</li> </ul> <p><b>(Base Amount for Exit Fee Calculation)</b></p>
<p>1 year</p>	<p>5% of the Base Amount for Exit Fee Calculation</p>
<p>2 years</p>	<p>10% of the Base Amount for Exit Fee Calculation</p>

3 Years	12.5% of the Base Amount for Exit Fee Calculation
4 Years	15% of the Base Amount for Exit Fee Calculation
5 years	17.5% of the Base Amount for Exit Fee Calculation
6 Years	20% of the Base Amount for Exit Fee Calculation

7 Years	22.5% of the Base Amount for Exit Fee Calculation
8 Years	25% of the Base Amount for Exit Fee Calculation
9 Years	27.5% of the Base Amount for Exit Fee Calculation
10 years	30% of the Base Amount for Exit Fee Calculation

**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 30% of the Base Amount for Exit Fee Calculation after 10 years of residence.

The minimum exit fee is: 5% of the Base Amount for Exit Fee Calculation x 1 day/365 days (1 day/366 days in a leap year).

**Note from the scheme operator:** The minimum exit fee is for 1 day of residence.

**Note from the scheme operator:**

Under your residence contract, exit fees are calculated according to the period from (and including) the commencement date of your residence contract to (and including) your Exit Date. For simplicity, the exit fee information above assumes that the date of occupation of your unit and the commencement date of your residence contract are the same date, and that you cease to reside in the Unit on the Exit Date. However, this is subject to the terms of your residence contact and the *Retirement Villages Act 1999* (Qld).

In this document, "Exit Date" means the later of:

- (a) the date your residence contract expires or is terminated; and
- (b) the date that you vacate the Unit,

or any other date that the *Retirement Villages Act 1999* (Qld) specifies as the date as at which the exit fee for a residence contract is to be, or may be, calculated

<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input checked="" type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input type="checkbox"/> Other costs .....
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**Part 12 – Reinstatement and renovation of the unit**

<p><b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><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></p> <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>
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	<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>
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<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit.</p> <p>Residents will be responsible for the same proportion of any renovation work as they share in capital gain.</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>
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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 checked="" type="checkbox"/> Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b> option depending on which of the following contracts is selected:</p> <table border="1" data-bbox="464 1503 1481 1659"> <thead> <tr> <th></th> <th>Resident's share of <b>capital gain</b></th> <th>Resident's share of <b>capital loss</b></th> </tr> </thead> <tbody> <tr> <td><b>Traditional Contract</b></td> <td>50%</td> <td>50%</td> </tr> <tr> <td><b>Rental Contract</b></td> <td>0%</td> <td>0%</td> </tr> </tbody> </table>		Resident's share of <b>capital gain</b>	Resident's share of <b>capital loss</b>	<b>Traditional Contract</b>	50%	50%	<b>Rental Contract</b>	0%	0%
	Resident's share of <b>capital gain</b>	Resident's share of <b>capital loss</b>								
<b>Traditional Contract</b>	50%	50%								
<b>Rental Contract</b>	0%	0%								

**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.*

<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p>The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, plus any capital gain entitlement, less the following amounts:</p> <ul style="list-style-type: none"> <li>• the Exit Fee (except for a Rental Contract option);</li> <li>• 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;</li> <li>• any costs and expenses incurred in connection with the termination of the residence contract; and</li> <li>• 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.</li> </ul>
<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract</li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 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).</li> </ul> <p>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p>12 accommodation units were vacant as at the end of the last financial year.</p> <p>11 accommodation units were resold during the last financial year.</p> <p>Approximately 4 months was the average length of time to sell a unit over the last three financial years.</p>

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**Part 15 – Financial management of the village**

<b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b>	<b>General Services Charges Fund</b> for the last 3 years				
	Financial Year	Deficit/Surplus	Change in Deficit/Surplus from previous year	Balance	Change in Balance from previous year
	2022/23	\$ 5,384.57	120%	\$138,865.00	4%
	2021/22	-\$27,125.73	-(222)%	\$133,480.83	-17%
	2020/21	\$22,282.56	-(49)%	\$160,606.56	16%
	2019/20	\$44,045.35	91%	\$138,324.00	47%
	Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available				\$138,865.00
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available				\$399,071.00	

	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available  Percentage of a resident ingoing contribution applied to the Capital Replacement Fund  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.	\$56,505.00  N/A (amounts are paid each year as recommended by the quantity surveyor’s report)
OR <input type="checkbox"/> 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.

<p><b>16.1 Is the resident responsible for arranging any insurance cover?</b> If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies:</p> <ul style="list-style-type: none"> <li>• Contents insurance (for the resident's property in the unit)</li> <li>• Public liability insurance (for incidents occurring in the resident's unit)</li> <li>• Workers' compensation insurance (for the resident's employees or contractors)</li> <li>• Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul>
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**Part 17 – Living in the village**  
***Trial or settling in period in the village***

<p><b>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</b></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p>
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***Pets***

<p><b>17.2 Are residents allowed to keep pets?</b> If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Pets are welcome, if the scheme operator's prior consent is obtained</p>
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***Visitors***

<p><b>17.3 Are there restrictions on visitors staying with residents or visiting?</b> If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Residents must stay in the unit at the same time as their visitor. The scheme operator's prior consent is required for any visitor to stay for longer than one month in any 12 month period.</p>
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***Village by-laws and village rules***

<p><b>17.4 Does the village have village by-laws?</b></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i> <i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
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<b>17.5 Does the operator have other rules for the village.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: Rules may be made available on request
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**Resident input**

<b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <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.</i>
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**Part 18 – Accreditation**

<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<input checked="" type="checkbox"/> No, village is not accredited.  <input type="checkbox"/> Yes, village is voluntarily accredited through:..... .....
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**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**

<b>19.1 Does the village maintain a waiting list for entry?</b> If yes, what is the fee to join the waiting list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> No fee
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**Access to documents**

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

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

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

## Further Information

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

Website: [www.chde.qld.gov.au/regulatoryservices](http://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](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 as more cost effective to adapt when life's circumstances change.

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