

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

This form is effective from 1 February 2019

ABN: 86 504 771 740



ormiston rise  
retirement living

Name of village: Ormiston Rise

### 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 <http://ormistonrise.com.au/>
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

### Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](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 28 July 2020 and applies to prospective residents. That information is subject to change. The village operator reserves the right to vary any of the information in this Village Comparison Document at any time.**

**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: Ormiston Rise

Street Address: 174 Wellington St

Suburb: Ormiston

State: QLD

Post Code: 4160

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

Name of land owner: Ormiston Retirement Village Pty Ltd as Trustee for the ORV Trust

Australian Company Number (ACN): 603 644 962

Address: 174 Wellington St

Suburb: Ormiston

State: QLD

Post Code: 4160

### 1.3 Village operator

Name of entity that operates the retirement village (scheme operator): Ormiston Retirement Village Pty Ltd as Trustee for the ORV Trust

Australian Company Number (ACN): 603 644 962

Address: 174 Wellington St

Suburb: Ormiston

State: QLD

Post Code: 4160

Date entity became operator: 16 February 2016

<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details:  ORV Management Pty Ltd</p> <p>Australian Company Number (ACN): 607 221 090</p> <p>Phone: 3821 0971                      Email: <a href="mailto:info@ormistonrise.com.au">info@ormistonrise.com.au</a></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: Monday to Friday 10am to 4pm</p> <p>Weekends: No</p>
<p><b>1.5 Approve closure plans and transition plans for the retirement village</b></p>	<p>Is there an approved transition plan for the village?  <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?  <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>Part 2 – Age limits</b></p>	
<p><b>2.1 What age limits apply to residents in this village?</b></p>	<p>Applicants must be 65 years of age or over. However, the village operator may exercise its sole discretion to accept the application of a person who is less than 65 years of age, whom it considers will not derogate from the conduct of the village as premises where older members of the community or retired persons reside and is an appropriate person to reside in the village.</p> <p>The village operator reserves the right in the future to vary (by increasing or decreasing) the age limit for residents of the village.</p>
<p><b>ACCOMMODATION, FACILITIES AND SERVICES</b></p>	
<p><b>Part 3 – Accommodation units: Nature of ownership or tenure</b></p>	
<p><b>3.1 Resident ownership or tenure of the units in the village is:</b></p>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input checked="" type="checkbox"/> Lease (non-owner resident)</p> <p><input type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other</p>

	The village operator reserves the right to grant such occupancy rights in respect of units as the village operator determines in its sole discretion, whether governed by the <i>Retirement Villages Act 1999 (Q)</i> or not.
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**Accommodation types**

<b>3.2 Number of units by accommodation type and tenure</b>	There are 50 units in the village, comprising 34 single story units; 16 units in multi-story building with 2 levels (“under/over” configuration).
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Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom + Study		2		
- Two bedrooms				
- Two bedrooms + study/study nook		48		
- Three bedroom				
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units		50		

**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"/> all units <input type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input type="checkbox"/> some units <input checked="" type="checkbox"/> Step-free (hobless) shower in <input checked="" type="checkbox"/> all 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 <p>.....</p>
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	<input type="checkbox"/> None
<b>Part 4 – Parking for residents and visitors</b>	
<b>4.1 What car parking in the village is available for residents?</b>	<input checked="" type="checkbox"/> All units with own garage or carport attached or adjacent to the unit <input checked="" type="checkbox"/> Other parking e.g. caravan or boat – parking for motorised scooters, cars, motorcycles, boats, water craft, trailers or caravans is available on written application on a “first in” basis, subject to availability, approval by the village operator, entry into a Car Park Licence and payment of applicable fees.  Restrictions on resident’s car parking include: residents are not allowed to occupy visitor parking and other areas around the village except on a short term basis (less than 3 (three) days) unless the prior agreement of the village operator is obtained in writing.
<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  For lowset units with a driveway, the resident’s visitors may park 1 vehicle in tandem position in the driveway immediately in front of the unit, but only if there is sufficient room to do so without obstructing any roadways in the village. Otherwise, visitors must park in designated visitor parking areas. No parking on grass is allowed.
<b>Part 5 – Planning and development</b>	
<b>5.1 Is construction or development of the village complete?</b>	Year village construction started: 2015 <input type="checkbox"/> Fully developed / completed <input checked="" type="checkbox"/> Partially developed / completed <input type="checkbox"/> Construction yet to commence
<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.	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>  The village operator has obtained development approvals relating to the retirement village land (PD232617, PD234726, PD234727, PD234728, BX313044, PD235643, PD235644, BX313941, BX313943).  <u>Retirement Village Land</u> (a) The real property description of the land comprising the village is Lot 10 on SP 286629. (b) The village operator owns 15 Pryor Street, Ormiston (Lot 107 on RP886436) and is currently in the process of incorporating that lot into the village. (c) The village operator currently intends to acquire an access restriction strip (being Lot 993 on RP886436) from Redland City Council and/or approximately 276 square metres of Pryor Street immediately adjacent to Lot 107 on RP886436 (by way of road closure) and incorporate the same into the village, at an

undetermined future date, subject to permission of the State Government and Redland City Council.

- (d) The village operator currently intends to acquire 188 Wellington Street, Ormiston (Lot 1 on RP165282) and incorporate that lot into the village at an undetermined future date, subject to that lot becoming available for purchase.
- (e) The village operator reserves the right to incorporate any other land into the village.
- (f) The village operator reserves the right to amalgamate on title any land referred to in paragraphs (b) to (e) with the village land.
- (g) The village operator reserves the right to excise any land from the village land.

#### Planning Scheme Changes

- (h) The village operator understands that a future change to the planning scheme governing the village land will alter the boundary of the Medium Density Residential area relating to the village land, such that the developable area may increase. Further details are available on request.

#### Development and Redevelopment of the Village

- (i) The village is currently under development in stages. To date, stages 1 to 6 have been completed, comprising 50 units. Future planned stages of the village include Stage 7, comprising up to 18 units and purpose built communal facilities and scheduled for completion by 2021/2022 (subject to possible extension depending on sales, finance and approvals). However, as a result of the current economic environment, sales rates, Covid-19 and bank finance, the village operator may alter the design and location of Stage 7, so that it comprises purpose built communal facilities which may or may not include any units. Consequential changes may also be required to later stages. These changes (up to and beyond) Stage 7 may involve new development applications with Council, amendments to the existing development approvals and/or “generally in accordance” approvals or changes due to future planning scheme changes. The plan showing the indicative potential locations up to Stage 7 (both on the same plan with the current and the alternative location with respect to the community centre) is attached to the Application to Reside signed by each new resident. The village operator currently intends that Stage 7 will include the following communal facilities:

- (i) residents lounge;
- (ii) billiards;
- (iii) library/computer room;
- (iv) community area;
- (v) outdoor pool;
- (vi) barbeque (external);
- (vii) administration/sales office;
- (viii) allied health area;

	<ul style="list-style-type: none"> <li>(ix) gymnasium;</li> <li>(x) bar (operated by residents on a voluntary basis and stocked and funded by residents);</li> <li>(xi) hairdressing salon (on a user pays basis); and</li> <li>(xii) coffee facilities (on a user pays basis and the village operator will determine if operated by a contractor or by residents of the village).</li> </ul> <p>(j) The communal facilities currently comprise a temporary community centre within a redesigned unit, including a barbeque area, kitchen, toilet amenities, billiard table, activities/games room, arts/crafts room (stocked by residents), library (books provided by residents) and meeting area for social events (some of these areas are currently multi-purpose and this temporary facility will be re-converted into a unit once the purpose built community centre in Stage 7 is complete).</p> <p>(k) The estimated date range referred to in paragraph (i) is subject to change and dependent on Council approvals, building program certification, bank finance and market conditions.</p> <p>(l) The village operator reserves the right at any time to vary the proposed development of the village, or to redevelop the village. Without limitation, any such variation or redevelopment may entail one or more of the following:</p> <ul style="list-style-type: none"> <li>(i) alterations to the layout of the village;</li> <li>(ii) alterations to the area of the village;</li> <li>(iii) alterations to the configuration, size, type and number of units;</li> <li>(iv) alterations to the configuration, size, type, number and location of buildings, including altering any multi-story building designs to be lowsets or “under and overs”;</li> <li>(v) alterations to the number of units in each building;</li> <li>(vi) alterations to heights of, or numbers of levels (including basement levels) contained in, buildings;</li> <li>(vii) alterations to the manner of integration of any building with any other part of the village;</li> <li>(viii) alterations to layouts, configuration, size, location, number and any other features of carparks, roads, pathways, common areas, boat/caravan storage area, communal facilities (eg pool), refuse locations, basements, services or other village infrastructure;</li> <li>(ix) installation of rooftop gardens;</li> <li>(x) subdividing the village land, including the creation of a community titles scheme and strata-titled lots;</li> <li>(xi) alterations to the staging, timing or extent of development, including the number, configuration or order of stages;</li> <li>(xii) construction or demolition of units;</li> </ul>
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- (xiii) construction or demolition, or the expansion or reduction in size or area, of a building or structure located at the village;
- (xiv) a change in the use of a building or structure located in the village.

- (m) Without limiting paragraph (l), the village operator reserves the right to alter the manner in which the village is developed, or to redevelop the village, based on any of the factors referred to in paragraphs (a) to (h), (q) or (r).
- (n) Without limiting paragraph (l), the village operator reserves the right, in the village operator's sole discretion, to grant or accept the grant of any easements (whether benefiting or burdening the village land) which are necessary or desirable in connection with the development or redevelopment of the village land.
- (o) Without limiting paragraph (l), the village operator may provide communal facilities in addition to those described in paragraph (i) in the future, subject to demand for units and economic and other factors such as the availability of finance, Council development approvals, certification and general market conditions.
- (p) The number of units in the completed village will depend upon the mix of unit style plans, economic conditions, market demand, finance, amendments to the existing development approvals, changes due to future planning scheme changes, Council development and "generally in accordance" approvals, certification and other conditions, but is estimated to be 120 to 174 (this is subject to change and not final and may be more or less).

Care Services

- (q) The village operator reserves the right to provide, arrange, facilitate or allow care, assisted living or health services at the village at any time, whether by providing such services itself or entering into agreements or arrangements with one or more third parties.
- (r) Without limitation, paragraph (q) may entail one or more of the following at the village:
  - (i) respite care;
  - (ii) therapy centre;
  - (iii) wellness activities;
  - (iv) home care;
  - (v) residential aged care;
  - (vi) construction of assisted living units, care units, serviced apartments, residential aged care facility or health facility;
  - (vii) provision of care, assisted living services, health services and accommodation to either residents of the village or others;
  - (viii) sale, lease or grant of other occupation or access rights to third parties in respect of any part of the village (including



the community centre), including for the provision of services, office, administration or staff residence.

General

- (s) The village operator does not guarantee that any development or redevelopment of the village will proceed.
- (t) Any development or redevelopment of the village by the village operator will be in the form and take place at the time of the village operator's absolute discretion.
- (u) The village operator reserves the right to change or cancel any plans for development or redevelopment of the village as the village operator deems fit.
- (v) Residents must not to raise any objection in relation to any of the matters referred to in this Item 5.2.

**Note:** The village operator intends to lodge an updated design for the Stage 7 community centre which may or may not include units with Council in the foreseeable future and this may result in a new development application, amendment to the existing development approvals or "generally in accordance" approval with the prior development approval, depending upon Council's assessment process.

As noted above, once the planning scheme changes occur and/or additional land is incorporated into the village land and depending upon sales, economic conditions, finance and other conditions, the village operator may lodge future development applications or "generally in accordance" approval with the prior development approval for the remaining stages or any stages subsequently approved.

**5.3 Redevelopment plan under the Retirement Villages Act 1999**

Is there an approved redevelopment plan for the village under the *Retirement Villages Act*?

Yes  No

*The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of 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 facilities are currently available to residents:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Activities or games room                    | <input type="checkbox"/> Medical consultation room           |
| <input checked="" type="checkbox"/> Arts and crafts room (stocked by residents) | <input type="checkbox"/> Restaurant                          |
| <input type="checkbox"/> Auditorium   | <input type="checkbox"/> Shop                                |
| <input checked="" type="checkbox"/> BBQ area outdoors                           | <input type="checkbox"/> Swimming pool [outdoor]<br>[heated] |

	<input checked="" type="checkbox"/> Billiards room <input type="checkbox"/> Bowling green <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input checked="" type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library (books provided by residents)	<input checked="" type="checkbox"/> Separate lounge in community centre <input type="checkbox"/> Spa <input checked="" type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input checked="" type="checkbox"/> Village bus or transport <input checked="" type="checkbox"/> Workshop <input type="checkbox"/> Other
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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).

Some of these facilities are currently located in the temporary community centre and are multi-purpose.

**6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?**

Yes  No

**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)?**

General Services are the services provided, or made available, to all residents of the village, associated with any outgoings, costs and expenses in connection with the ownership, control, operation, management and administration of the village and the retirement village scheme, including but not limited to:

- a) all rates and taxes including GST and carbon taxes (if any), (to the extent they are not prohibited at law from recovery from the resident), charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal,

	<p>governmental or semi governmental agency in respect of the village;</p> <p>b) all charges for mechanical and electrical services, fire, water, gas, oil, telecommunications, sewerage, waste disposal and other services supplied to the village and for the day-to-day maintenance of all associated infrastructure (including but not limited to) detention basins, water treatment, piping, plumbing, filtration, sewerage, stormwater, lifts, ventilation, building systems and associated software and other services and installations located in the village;</p> <p>c) all insurance premiums and any excesses payable by the village operator in respect of the village and the retirement village scheme against such risks as the village operator deems necessary or desirable from time to time, including but not limited to public risk and liability, office bearers liability, management liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion;</p> <p>d) the costs of all services provided to residents of the village by the village operator or any manager, caretaker, employee, lifestyle care coordinator or independent contractor employed or engaged by the village operator;</p> <p>e) the costs of minor repairs and day-to-day maintenance and cleaning (including preventative maintenance) necessary to keep the village in good order and condition, including provision at the discretion of the village operator for future contingencies;</p> <p>f) all costs of the day-to-day maintenance of the exterior (and some costs of the interior) of all units in the village and the interior and exterior of all buildings and other improvements in common use by residents of the village;</p> <p>g) all costs of the day-to-day maintenance and caretaking of the gardens, landscaped areas, retaining walls, lawns, pathways, roads, ponds, detention basins, stormwater quality improvement devices and features and other parts of the communal facilities including tools, plant and gardening equipment;</p> <p>h) all costs of the control, monitoring and eradication of pests in the village (apart from termites, this excludes units);</p> <p>i) all costs of the signage, day-to-day maintenance, testing and monitoring of any fire fighting, protection and prevention equipment installed in the village, including but not limited to fire panels, booster systems, fire pumps, sprinkler systems, hydrants, lighting, fire extinguishers and smoke detectors and general village signage;</p> <p>j) the costs of salaries and wages, day-to-day maintenance, software systems, monitoring and responding to the emergency alarm system and the other security services, CCTV and emergency care services provided to residents of the village either internally or externally;</p> <p>k) the outgoings, costs and expenses in respect of the operation and day-to-day maintenance of the bus (if any) used to provide transport services to residents of the village and any other village vehicles or motorised transport, including but not limited to</p>
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cleaning, insurance, registration, servicing, oil, petrol, tolls and the salaries and wages paid to drivers;

- l) all payments made or benefits provided to or in respect of any manager, caretaker, employee, lifestyle care coordinator or independent contractor employed or engaged by the village operator in connection with the village or the retirement village scheme including but not limited to wages and salaries, superannuation contributions, sick leave, holiday leave, long service leave, payroll tax, workers' compensation insurance premiums, dismissal, parental leave and other statutory taxes and charges any costs associated with any form of industrial agreements, staff amenities, training and seminars;
- m) all costs in respect of the provision of accommodation to any manager, caretaker, employee, lifestyle care coordinator or independent contractor employed or engaged by the village operator in connection with the village or the retirement village scheme;
- n) expenditure incurred in carrying on the business and operations of the village operator that relates to the ownership, operation, management or administration of the village or the retirement village scheme;
- o) the costs of management, administration, secretarial, legal, audit, book-keeping, accounting and banking services provided in connection with the village and the retirement village scheme, including office equipment, postage, printing, stationery, photocopying, couriers and a reasonable share of any off-site management and administration costs;
- p) all costs of complying with the requirements of any government or statutory authority in connection with the ownership, operation, management and administration of the village and the retirement village scheme;
- q) the fees of any auditor engaged to resolve any dispute between the village operator and one or more residents in respect of the reasonableness or fairness of the calculation of the general services charges;
- r) any deficit or surplus carried forward from any previous accounting period;
- s) any costs associated with the day-to-day maintenance of any water features, fish tanks, spa, swimming pool(s), including but not limited to all consumables, chemicals, materials, gas, electricity, salaries and wages;
- t) any costs associated with refuse collection and disposal, including refuse collection from village bin enclosures and disposal off site;
- u) any other expenditure properly incurred in respect of the ownership, operation, management or administration of the village or the retirement village scheme;
- v) any costs of maintenance of cables, conduits, coaxial, amplifiers, storage backup and equipment for any village communication, security and technology system including but not limited to the telephone, fibre optic, IP, IPTV, Foxtel, Wi-Fi, TV, MATV, CCTV,

	<p>servers and recording equipment or any other service provided in the future;</p> <p>w) any costs of obtaining the opinions or reports of experts or consultants;</p> <p>x) services the village operator provides to residents of the village (except for services which are directly charged to a resident under the resident's residence contract or the Act);</p> <p>y) security services provided by third parties;</p> <p>z) in relation to any land adjacent to or in the vicinity of the village that the village operator dedicates, surrenders or transfers (or has dedicated, surrendered or transferred) to the State, Council or any other government, public, municipal, governmental or semi governmental agency (including, without limitation, Lot 101 on SP286629), all outgoings, costs and expenses associated with providing benches, tables, seating or similar furniture, paths, infrastructure or plants and maintaining, repairing and replacing items of that nature (whether provided by the village operator or not) or that land, including mowing, spraying, weeding, planting, replanting, mulching, fertilising, landcare, bio detention works, water treatment and pest control, whether the village operator is obliged to do so or elects to do so for the enjoyment of residents of the village and others;</p> <p>but excluding amounts payable:</p> <p>aa) directly by a resident under the resident's residence contract or the Act;</p> <p>bb) for or towards maintaining and repairing the village's capital items that are properly payable out of the Maintenance Reserve Fund; and</p> <p>cc) for or towards replacing the village's capital items that are properly payable out of the Capital Replacement Fund.</p>
<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>The Scheme Operator may make one or more optional Personal Services available to residents of the Village from time to time, on a fee-for-service basis. One or more Personal Services may be supplied by third parties. Details of Personal Services currently made available by the Scheme Operator (if any) are available from the Scheme Operator upon request.</p>
<p><b>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</b></p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number .....)</p> <p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider <u>[name of provider]</u></p> <p>.....</p> <p><input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>

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

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

## Part 8 – Security and emergency systems

### 8.1 Does the village have a security system?

If yes:

- the security system details are:
- the security system is monitored between:

Yes  No

CCTV in selected areas in the village including front entrance and roads, recorded onsite only.

Is recorded 24 hours, 7 days per week, but is not monitored.

### 8.2 Does the village have an emergency help system?

If yes or optional:

- the emergency help system details are:
- the emergency help system is monitored between:

Yes - all residents  Optional  No

Offsite 24 hour emergency INS alert phone and pendant. Additional pendants and wall points are available at resident request and cost. The repair and replacement (including batteries) of emergency personal pendants is a resident responsibility.

The resident must at all times have an operative phone service (currently based upon IP technology but subject to change at the discretion of village operator) in the unit, so the village operator can install and connect to the network and maintain and have monitored a general emergency call system 24 hours a day, seven days a week. It is the resident's responsibility and cost to ensure the phone is connected. The emergency call service is for emergencies only and residents may be charged a service fee for any calls made that are not genuine emergencies.

The basis of monitoring of the nurse call system will be funded by general services charges for the village.

24 hours, 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

Yes  No

First aid kit and defibrillator located in Community Centre. First aid kit located in resident workshop. Basic first aid on village bus.

## 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.*

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>
	Independent living units	
	- Studio	\$ ..... to \$.....
	- One bedroom + Study	\$ ..... to \$.....
	- Two bedrooms	\$ ..... to \$.....
	- Two bedrooms + study/study nook	\$ 398,000 to \$ 599,000
	Serviced units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$ ..... to \$.....
	- Two bedrooms	\$ ..... to \$.....
	- Three bedrooms	\$ ..... to \$.....
	Other	\$ ..... to \$.....
	<b>Full range of ingoing contributions for all unit types</b>	\$ 398,000 to \$ 599,000

Note:

- The ingoing contributions above represent “Standard Ingoing Contributions”, i.e. assuming that the “Standard Option” applies to the resident (see Item 9.2 for details).
- The ingoing contributions above may include the cost, value or price of certain variations to the unit.

**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?**

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.

Yes  No

Three different lease options apply at the village. Depending on the applicable lease option, residents may pay a lower ingoing contribution upon entry to the village, in return for paying a higher exit fee upon departure from the village. These lease options may be summarised as follows:

Lease Option	Percentage of Standard Ingoing Contribution payable	Relevant Exit Fee Table – refer Item 11.1	Maximum Exit Fee Percentage (based on your Standard Ingoing Contribution)
Standard Option	100%	Table A	36%

5% Discount Option	95%	Table B	54%
10% Discount Option	90%	Table C	72%

The 5% Discount Option and the 10% Discount Option may only apply to a resident with the village operator's consent, which may be given or withheld at the sole discretion of the village operator.

The village operator reserves the right at any time to vary the lease options it offers (including to any subsequent resident of your unit).

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

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

Entry Administration Fee \$1,400

Once-off new development charge to establish the television, telephone and internet services by the village operator's preferred partner. This includes programming of the Optical Network Terminal with any ordered services. This charge is imposed by the village operator's preferred partner and is subject to change. The amount of the current charge is \$300, including GST.

If you request any variations to the unit upon entry, you may be required to pay all or part of the costs of those variations.

If you are entering into a separate Car Park Licence - Car Park Licence Administration Fee \$500

**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. There can be rounding differences when expressed on a weekly basis when compared to a yearly basis.

**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
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		(weekly)
Independent Living Units		
- One bedroom + Study	\$138.08	\$25.49
- Two bedrooms + study/study nook	\$143.53 to \$148.99	\$25.49

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2018	\$128.82 to \$139.00	1.8%	\$22.12	19.82%
2019	\$131.43 to \$141.81	2.03%	\$23.98	8.42%
2020	\$135.37 to \$146.07	3.0%	\$24.59	2.55%

**Note:** The village operator may, in its discretion, apply a rebate to any General Services Charge or Maintenance Reserve Fund contribution that the law requires the village operator to pay in relation to a unit that is under construction. However, since residents are not required to pay any General Services Charge or Maintenance Reserve Fund contribution for their units while they are under construction, any such rebate is not relevant to residents.

<p><b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b></p>	<p><input checked="" type="checkbox"/> Contents insurance</p> <p><input type="checkbox"/> Home insurance (freehold units only)</p> <p><input checked="" type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Gas</p>	<p><input type="checkbox"/> Water</p> <p><input checked="" type="checkbox"/> Telephone</p> <p><input checked="" type="checkbox"/> Internet</p> <p><input checked="" type="checkbox"/> Pay TV</p> <p><input checked="" type="checkbox"/> Other: The cost of any additional or replacement keys, security fobs/swipes or remote controllers</p> <p>If you request any variations to the unit during the term of your residency, you may be required to pay all or part of the costs of those variations</p> <p>If you are entering into a separate Car Park Licence:</p> <ul style="list-style-type: none"> <li>• Security loan for parking bay</li> <li>• Monthly licence fee for parking bay (until construction of Stage 7 of the village commences or the surface of the parking bay is sealed, the license fee will be nil)</li> </ul>
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<p><b>10.3 What other ongoing or occasional costs for repair,</b></p>	<p><input type="checkbox"/> Unit fixtures</p>
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**maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?**

- Unit fittings
- Unit appliances
- None

Additional information

Residents are responsible for the following (including all associated costs):

- any maintenance, repair or replacement undertaken by a resident, themselves or by engaging any third party (whether under warranty or not), whether the resident is obliged to do so or not;
- cleaning the interior or exterior of the unit or the maintenance, repair or replacement of any consumables or minor items within or relating to the unit (such as but not limited to) batteries, garage door clickers, light bulbs, tubes and starters (supply and replacement of the same will also incur a minimum labour charge if undertaken by the village operator), emergency personal pendants, security fobs/swipes, spot stain removal, minor touch-up/spot painting, and removing oil and grease spills from garage floors;
- the resident must at all times maintain an operative phone service in the unit (see Item 8.2);
- at all times keeping in good working order and in a state of good repair those fixtures, fittings, furnishings, equipment and other property both internal and external in, on or attached to the unit requested by the resident as Variations or purchased by the resident in situ from the previous resident of the unit or the village operator as Purchased Chattels. This includes carrying out regular servicing, maintenance, repair (whether it is the result of fair wear and tear or not) and replacement (if they are worn out or cannot reasonably be repaired) with items of the same or similar quality to those in use when they were last replaced or installed);
- maintaining, repairing, replacing, upgrading or adapting any fixtures, fittings, furnishings, equipment and other property (including smoke alarms) both internal and external in and on the unit where such maintenance, repair, replacement, upgrading or adaptation is required by any municipal, government, semi government agency, legislative or statutory authorities;
- making good any damage and maintaining, repairing or replacing any breakage, defect or damage to the unit, communal facilities or adjoining premises where such breakage, damage or defect was caused by:
  - deliberate or unreasonable damage, want of care, negligence, misuse, abuse or any breach of the lease, the resident's residence contract, the *Retirement Villages Act 1999 (Qld)* or the by-laws of the village, by the resident or the resident's invitees or pet(s);

	<ul style="list-style-type: none"> <li>○ accelerated wear because of the resident’s actions or those of the invitees or pet(s) of the resident; or</li> <li>○ anything else not covered by insurance due to the act, omission, neglect or default of the resident;</li> <li>● keeping the external areas of the unit clean and tidy including cleaning of windows, cob webbing and sweeping of patios and porches;</li> <li>● taking all proper precautions to keep the unit free of rodents, vermin, insects, pests, birds and wildlife and not doing anything that may attract pests or termites to the unit or do anything that may invalidate a warranty given under a termite treatment. General pest treatments (excluding termites) are the responsibility of the resident (such as ants, cockroaches and spiders both internal and external to the unit).</li> </ul>
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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>Note: Subject to the exceptions referred to in Item 10.3, the village operator is generally responsible for the maintenance, repair and replacement of the unit and items in, on or attached to the unit.</p> <p>The village operator does not offer any formal maintenance service to residents of the village in respect of their units. However, upon request by a resident, the village operator may agree in its discretion to undertake or arrange a maintenance task in respect of a unit for which the resident is responsible, the costs of which will be borne by the resident and agreed between the parties.</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</p> <p><input checked="" 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</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other</p> <p>Exit fees are calculated as a percentage (set out in the applicable exit fee table below) of your Standard Ingoing Contribution, according to your Exit Fee Period, regardless of whether the Standard Option, 5% Discount Option or 10% Discount Option applies to you.</p> <p>The applicable exit fee table depends on the lease option that applies to you (see Item 9.2).</p> <p>In this document, “Exit Fee Period” means the period from (and including) the commencement date of your lease to (and including) the later of:</p> <p>(a) the date you cease to reside in the unit pursuant to termination of your lease; and</p> <p>(b) if your relative (within the meaning of the <i>Retirement Villages Act 1999 (Qld)</i>) has a right to reside in the unit under section 70B(2)</p>
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of that Act, the sooner of the day the relative vacates the unit or the day that is 3 months after the date on which your right to reside in the unit under the lease is terminated.

For simplicity, this document and any Prospective Costs Document given to you assume that the date of occupation of your unit and the commencement date of your lease are the same date, and that you cease to reside in the unit on the last day of the Exit Fee Period. However, this is subject to the terms of your residence contract and the *Retirement Villages Act 1999 (Qld)*.

**Table A (Standard Option)**

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	9% of your Standard Ingoing Contribution
2 years	18% of your Standard Ingoing Contribution
3 years	27% of your Standard Ingoing Contribution
4 years	36% of your Standard Ingoing Contribution
5 years	36% of your Standard Ingoing Contribution
10 years	36% of your Standard Ingoing Contribution

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

The maximum (or capped) exit fee is 36% of your Standard Ingoing Contribution after 4 years of residence.

The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 9% of your Standard Ingoing Contribution, if the period of occupation is 1 day.

**Table B (5% Discount Option)**

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	13.5% of your Standard Ingoing Contribution
2 years	27% of your Standard Ingoing Contribution
3 years	40.5% of your Standard Ingoing Contribution
4 years	54% of your Standard Ingoing Contribution

5 years	54% of your Standard Ingoing Contribution
10 years	54% of your Standard Ingoing Contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 54% of your Standard Ingoing Contribution after 4 years of residence.</p> <p>The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 13.5% of your Standard Ingoing Contribution, if the period of occupation is 1 day.</p>	
<b>Table C (10% Discount Option)</b>	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	18% of your Standard Ingoing Contribution
2 years	36% of your Standard Ingoing Contribution
3 years	54% of your Standard Ingoing Contribution
4 years	72% of your Standard Ingoing Contribution
5 years	72% of your Standard Ingoing Contribution
10 years	72% of your Standard Ingoing Contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 72% of your Standard Ingoing Contribution after 4 years of residence.</p> <p>The minimum exit fee is 1 day/365 days (1 day/366 days in a leap year) of 18% of your Standard Ingoing Contribution, if the period of occupation is 1 day.</p>	

<p><b>11.2 What other exit costs do residents need to pay or contribute to?</b></p>	<p><input type="checkbox"/> Sale costs for the unit</p> <p><input type="checkbox"/> Legal costs</p> <p><input checked="" type="checkbox"/> Other costs: Exit Administration Fee \$850</p> <p>A share of any costs of engaging a registered valuer to determine the resale value of the right to reside in the unit, if the resident does not agree with the village operator's proposed resale value. The parties must share these valuation costs in the same ratio that they are to</p>
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	share the gross ingoing contribution paid by the next resident of the unit.
<b>Part 12 – Reinstatement and renovation of the unit</b>	
<b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i> <ul style="list-style-type: none"> <li>• <i>fair wear and tear; and</i></li> <li>• <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i></li> </ul> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
<b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> No  <i>Renovation means replacements or repairs other than reinstatement work.</i>  <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>
<b>Part 13– Capital gain or losses</b>	
<b>13.1 When the resident’s interest or right to reside in the unit is sold, does the resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?</b>	<input checked="" type="checkbox"/> No
<b>Part 14 – Exit entitlement or buyback of freehold units</b>	
<i>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.</i>	

<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 by the departing resident less:</p> <ul style="list-style-type: none"> <li>(a) the Exit Fee</li> <li>(b) the cost of any reinstatement work</li> <li>(c) the cost of any other work for which the resident is responsible under the Lease including, subject to the Act, day-to-day maintenance, servicing, repairs, maintenance, replacements or removals that are required to be carried out to Variations or Purchased Chattels and rectification of any consequential damage to the unit and reinstating the unit to its former layout and condition</li> <li>(d) outstanding General Services Charges, Maintenance Reserve Fund Contributions, Personal Services Charges or Car Park Licence Fees (if any)</li> <li>(e) Exit Administration Fee</li> <li>(f) the resident's share of the cost of any valuation of the right to reside in the unit</li> <li>(g) any other payments payable by the resident as provided in the Lease, the Retirement Villages Act 1999 (Qld) or any other agreement between the resident and the village operator that form part of the resident's residence contract or relate to the provision of services or goods to the resident in the 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 <ul style="list-style-type: none"> <li>○ there is no date stated in the residence contract</li> </ul> </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 seek 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>22 accommodation units were vacant as at the end of the last financial year (Note: 21 of these 22 units were new units that had never previously been occupied.)</p> <p>0 accommodation units were resold during the last financial year (Note: no units were <b>resold</b> during this period because no residents vacated the village during this period. 6 new units were sold (for the first time) during this period.)</p>

15 months was the average length of time to sell a unit over the last three financial years (Note: this period relates predominantly to the first-time sale of new units, measured from the time of their release to the market.)  
 Note: As a developing village, units are built in stages.

**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 Year	Deficit/ Surplus	Change in Deficit/ Surplus from previous year	Total general service charges collected for the financial year	Change in total general service charges collected from previous year
2019 - 2020	\$(13,811)	(161.05)%	\$371,151	12.17%
2018 - 2019	\$22,653	189.73%	\$330,884	98.14%
2017 - 2018	\$(25,231)	(5.15)%	\$166,995	109.12%

Note: Ormiston Rise is a staged development and percentage changes above are reflected in new units contributing to the budget:

- 2019-2020 was based on 50 FTE units
- 2018-2019 was based on 46 FTE units
- 2017-2018 was based on 27 FTE units
- 

Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$ (43,001) (as at 30 June 2020)
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Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	\$43,283 (as at 30 June 2020)
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Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available	\$24,285 (as at 30 June 2020)
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.	By the end of each financial year, the village operator ensures that the Capital Replacement Fund contains the amount required for that financial year, as determined with the assistance of 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> <p>(a) The contents of the unit (excluding such of the fixtures, fittings, furnishings, equipment and other property both internal and external as are from time to time owned by the village operator), for an amount not less than their replacement value;</p> <p>(b) Any vehicle, boat, trailer or caravan etc owned by the resident stored at the village against loss, theft, damage or destruction for an amount not less than their replacement value;</p> <p>(c) Public liability claims in respect of anything occurring in the unit;</p> <p>(d) Workers compensation for any employee or contractor in the unit that the resident engages to carry out or provides services; and</p> <p>(e) Motorised scooters and buggies, including third party property damage, personal injury and death.</p>
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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>
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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>A pet is allowed with prior written consent of the Scheme Operator on completion of pet application form.</p> <p>Further details are available upon request.</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>The village operator's prior consent is required for visitors under the age of 18 years staying overnight or for other visitors staying more than 3 weeks. Otherwise, the resident is only required to notify the village operator in advance of any visitor staying overnight or up to 3 weeks. Visitors must not stay in the unit without the resident also being present. Further details are available on request.</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 checked="" type="checkbox"/> Yes   <input 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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<p><b>17.5 Does the operator have other rules for the village.</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>
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**Resident input**

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

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

<p><b>19.1 Does the village maintain a waiting list for entry?</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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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 Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

*Retirement Villages Act 1999 • Section 74 • Form 3 • V7 • December 2019*

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

### **Queensland Retirement Village and Park Advice Service (QRVPAS)**

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](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: **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](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/)