Retirement Villages

Form 3



ABN: 86 504 771 740

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Somerset Indooroopilly



Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village
 accommodation, facilities and services, including the general costs of moving into, living in and
 leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - o include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at http://somersetindooroopilly.com.au
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract there are different types of contracts and they can be complex
- Find out the financial commitments involved in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some
 useful contacts are listed at the end of this document, including:
 - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
 - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.gls.com.au or phone: 1300 367 757.

More information

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

The information in this Village Comparison Document is correct as at 1 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 ma	anagement o	details						
1.1 Retirement village location	Retirement Village Name Somerset Indooroopilly							
	Street Address 135 Meiers Road							
	Suburb Ind	ooroopilly	State	e Qld	Post Code 4068			
1.2 Owner of the land on which the	Name of land owner							
retirement village scheme is located	Indooroop	illy Golf Club						
Scheme is located	Australian (Company Num	ber (ACN)					
	009 660 72	6						
	Address Indooroopilly Golf Course, 145 Meiers Road							
	Suburb	Indooroopi	Ily State	Qld	Post Code 4068			
1.3 Village operator	Name of er	tity that opera	tes the retiren	nent vil	lage (scheme operator)			
	Aura IGC Management Pty Ltd ACN 622 293 270 as trustee for the Aura IGC Trust							
	Australian (Company Num	ber (ACN)					
	622 293 27	0						
	Address	c/- 23 Sirius	Street					
	Suburb	Coorparoo	State Qld	Post	Code 4151			
	Date entity	became opera	itor 10 Septe i	mber 2	2020			
	the register this Village	ed owner of th Comparison D	e retirement v Document, IG	village i C has g	illy Golf Course (IGC) is land. As at the date of granted a 120 year lease perator (Village Lease).			

	Residents acquiring a right to reside in an accommodation unit will be required to enter into a sublease with the scheme operator.
1.4 Village management and onsite availability	Name of village management entity and contact details Aura IGC Management Pty Ltd ACN 622 293 270 as trustee for the Aura IGC Trust Australian Company Number (ACN) 622 293 270 Phone 0460 655 550 Email kymn.collins@auraholdings.com.au An onsite manager (or representative) is available to residents: Full time Part time By appointment only None available Other
	Onsite availability includes:
	8:30 am to 4:30 pm, Monday to Friday inclusive
1.5 Approved closure plan or transition plan for the retirement village	Is there an approved transition plan for the village? ☐ Yes ☒ No A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator. Is there an approved closure plan for the village? ☐ Yes ☒ No A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.

Part 2 – Age limits

2.1 What age limits apply to residents in this village?

Applicants must be 60 years of age or over, or in the case of a joint application, one applicant must be 60 years of age or over. In the case of joint applicants, the right to reside must be held as joint tenants.

All applicants must be able to live independently.

We reserve the right to decline an application and change the age limitation criteria applicable for entry into the village.

We may, in our absolute discretion, accept an application for an applicant to reside in the village outside of these categories.

ACCOMMODATION, FACILITIES AND SERVICES

Part 3 - Accommodation units: Nature of ownership or tenure

3.1 Resident ownersh	ip
or tenure of the units	in
the village is:	

∠ Lease (non-owner resident) - Note from the scheme operator:
Residents are required to enter into a sublease in respect of their
accommodation unit See item 1.3 above

Licence	(non-owner	resident))

∣Sh	nare ii	n com	pany title	entity	(non-owner	resident)
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	Unit in	unit trust	(non-owner	resident)	١
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- 1	Rantal	(non-owner	racidant)

Other						
 CHIEL						

Accommodation types

3.2 Number of units by accommodation type and tenure

There are 168 independent living units in the village comprising 168 units in multi-storey buildings with 5 levels

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio	-	-	-	-
- One bedroom	-	-	-	-
- Two bedroom	-	36	-	-
- Two bedroom + study		69		
- Three bedroom	-	11	-	-
- Three bedroom + study	-	44	-	-
- Penthouse		8		
Serviced units				
- Studio	-	-		
- One bedroom	-	-	-	-

	<u> </u>						
- Two bedroom	-	-	-	-			
- Three bedroom	-	-	-	-			
Other							
Total number of units	-	168	-	-			
Access and design							
3.3 What disability access and design features do the units and the village	 □ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in □ all □ some units ☑ Alternatively, a ramp, elevator or lift allows entry into ☑ all □ some 						
contain?	units						
	⊠ Step-free (hold)	oless) shower i	$n\boxtimes all \square$ some units				
		ways allow for v	wheelchair access in [⊠ all □ some			
	☐ Toilet is acces	ssible in a whee	elchair in □ all □ som	e units			
	 Allowance for future installation of handrails to bathrooms Large format light and power switches More generous spatial dimensions to assist those with restricted mobility 						
	□ None						
Part 4 – Parking for resid	lents and visitors	S					
4.1 What car parking in the village is available for residents?	adjacent to the u All / Some [ur from the unit All / Some [ur	unit nit type] units w	ith own garage or carp ith own garage or carp ith own car park space	oort separate			
	unit						
			ace separate from the ents in the village	unit			
	□ Other parking	S	· ·				
	Specify numb	eer / unit type] ents	ur	nits with no car			
	□ No car parkin	g for residents	in the village				

	Restrictions on resident's car parking include:
	 Only one car may be parked in each car space; and Residents must not wash, grease, oil, service or repair any car in or about the car park.
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	⊠ Yes □ No
Part 5 – Planning and de	velopment
5.1 Is construction or development of the village complete?	Year village construction started - 2020 ☐ Fully developed / completed ☐ Partially developed / completed ☐ Construction yet to complete
	☐ Construction yet to commence
5.2 Construction, development applications and development approvals Provide details and timeframe of	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 Planning Act 2016 Staged development of the village
development or	Staged development of the vinage
proposed development, including the final	The village has been developed over 2 stages as described below.
number and types of	Stage 1 – completed in December 2021
units and any new facilities.	80 independent living units over 5 levels in Stage 1 of the village.
	Stage 2 – completed in June 2024
	88 independent living units over 5 levels in Stage 2 of the village.
	Development of Stage 2 may result in temporary inconvenience (for example, increased noise, dust, traffic and tradespeople at the village in connection with the building works).
	We reserve the right to develop the village having regard to financial availability, public demand for such accommodation and general and economic and commercial factors governing the housing and retirement living market. As a result, the staging, timing and extent of the development of the village may alter from that originally planned.
	The construction of Stage 2 may constitute 'redevelopment' for the purposes of section 113C of the Retirement Villages Act 1999 (Qld). Accordingly, this section constitutes written notice pursuant to section 113C(2) of the Retirement Villages Act 1999 (Qld).
	Development Approvals

Development permits have been issued by Brisbane City Council in relation to the development of the village. Details of these development permits are contained further below.

AA004996045 - Retirement Facility, Heritage Place - Adjoining (Building Work), Heritage Place - Adjoining (Building Work), Retirement Facility, Retirement Facility, Subdivision by Lease, Retirement Facility.

A005827963 - Carry Out Building Work, Material Change of Use, Reconfigure a Lot.

A006098424 - Change Application - amendment to balcony of Unit 141

Ancillary facilities

In addition to the accommodation units and resident facilities noted in items 3.2 above and 6.1 below respectively, we intend for some areas in the village to be used for purposes that, in our opinion, are consistent with and ancillary to, the retirement village use and health and wellness generally (**Ancillary Facilities**). These areas include the consulting room, massage rooms and salon. Initially we may operate these facilities and then progressively licence or sublease to third party operators. Either we or the third party operator will be responsible for all utilities (electricity, gas, water etc) and other operational costs in relation to these Ancillary Facilities. The operational costs will be apportioned based on the area that the Ancillary Facilities bear to the area of the village land or on some other terms as we may determine, acting fairly and reasonably.

The construction of the Ancillary Facilities described above may constitute 'redevelopment' for the purposes of section 113C of the Retirement Villages Act 1999 (Qld). Accordingly, this section constitutes written notice pursuant to section 113C(2) of the Retirement Villages Act 1999 (Qld).

5.3 Redevelopment plan under the Retirement Villages Act 1999

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

☐ Yes ☒ No

The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.

Note: see notice at end of document regarding inspection of the development approval documents.

Part 6 - Facilities onsite at the village

6.1 The following facilities are currently	☐ Activities or games room	
available to residents:		☐ Restaurant/cafe
	☐ Auditorium	☐ Shop
	BBQ area outdoors	⊠ Swimming pool [indoor
	⊠ Billiards room	heated]
	☐ Bowling green [indoor/outdoor]	 ⊠ Separate lounge in community centre —
	☒ Business centre (e.g. computers, printers, internet access)	
	☐ Chapel / prayer room	☐ Storage area for boats / caravans
	☐ Communal laundries	☐ Tennis court [full/half]
	☐ Community room or centre	☐ Village bus or transport
	☐ Dining room	□ Workshop
	⊠ Gardens	Other
		 24/7 monitoring of emergency calls as included under the
	 ⊠ Hairdressing or beauty room ⊠ Library 	village budget (resident responsible for supplying telephone landline and handset); administration and village manager's sales offices; wine room; bar; yoga area; reception; female amenities and change room; and male amenities and change room. The scheme operator reserves the right to relocate, reconfigure, renovate, redevelop, extend and/or improve the facilities above at any time in the future.
	nat is not funded from the Genera on access or sharing of facilities	Il Services Charge paid by residents or (e.g. with an aged care facility).
Consulting room Massage	Rooms Salon	

resident demand and may	of these facilities are dependent on financial approval, public and be subject to change at our discretion. Further resident amenities may availability of finance and budget approval by residents.
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☐ Yes ⊠ No
retirement village operator of the retirement village. To by an Aged Care Assessm	are not covered by the Retirement Villages Act 1999 (Qld). The cannot keep places free or guarantee places in aged care for residents of enter a residential aged care facility, you must be assessed as eligible tent Team (ACAT) in accordance with the Aged Care Act 1997 (Cwth). You move from your retirement village unit to other accommodation and we 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 provided with your accommodation unit include: management and administration; gardening and lawn maintenance; cleaning of village facilities; emergency call system operation and monitoring; building and liability insurance; water and sewerage rates and charges (except if separately metered to the accommodation unit); maintenance of tenure under the Village Lease; access to designated facilities from time to time owned and operated by IGC; and other services as detailed each year in the operating budget for the village.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	 Yes

	Helpers from Five Good Friends may work on site at the village and provide services to the residents and to the community in general. If a resident wishes to avail of Five Good Friends Pty Ltd's services, the resident will need to enter into a direct agreement with Five Good Friends. We do not guarantee that these services will be available and you acknowledge that you have not relied on the provision of these services in accepting a right to reside in an accommodation unit.
7.3 Does the retirement village operator provide government funded home care	☐ 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)
services under the Aged Care Act 1997 (Cwth)?	☐ Yes, home care is provided in association with an Approved Provider
	No, the operator does not provide home care services, residents can arrange their own home care services
Home Support Program so an aged care assessment services are not covered by	
8.1 Does the village have a security system?	⊠ Yes □ No
If yes: • the security system details are:	 CCTV in the foyer and carpark external access Fob access to car parks outside general business hours
• the security system is monitored between:	Not continuously monitored
8.2 Does the village have an emergency help system? If yes or optional: the emergency help system details are:	∑ Yes - all residents ☐ Optional ☐ No PERS with 4G connection and battery backup. No individual landline or internet required.
the emergency help system is monitored between:	12.00 am and 11.59 pm 7 days per week.
8.3 Does the village have equipment that	⊠ Yes □ No

provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit,

defibrillator

• first aid kit held in the Village Manager's office

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.

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9.1 What is the	Accommodation Unit	Range of ingoing contribution			
estimated ingoing contribution (sale price) range for all types of units in the village	Independent living units				
	- Studio	N/A			
	- One bedroom	N/A			
	- Two bedrooms	\$1,230,000 to \$1,650,000			
	- Three bedrooms	\$1,725,000 to \$2,070,000			
	- Penthouse	\$3,000,000 to \$3,200,000			
	Serviced units				
	- Studio	N/A			
	- One bedroom	N/A			
	- Two bedrooms	N/A			
	- Three bedrooms	N/A			
	Other	N/A			
	Full range of ingoing contributions for all unit types	\$1,230,000 to \$3,200,000			
9.2 Are there different financial options available for paying the	☐ Yes ⊠ No				
ingoing contribution and exit fee or other					
fees and charges under a residence contract?					
a residence contract?					
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. costs directly payable to providers of personal services □ Advance payment of General Services Charge ⋈ Other costs - costs associated with the provision and installation of 				
		additions to the accommodation unit			

requested by the resident for example, appliance upgrades or variations

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)
Independent Living Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$181.42 to \$187.27	\$54.30 to \$70.05
- Three bedrooms	\$188.89 to \$190.71	\$74.40 to \$79.29
- Penthouse	\$196.16 to \$200.19	\$93.95 to \$104.81
Serviced Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other	\$	\$
All units pay a flat rate	\$	\$

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2023/24	\$145.45 to \$163.61	7.4%	\$49.46 to \$95.46	71.9%
2022/23	\$135.43 to \$152.34	6%	\$28.76 to \$55.51	6.4%
2021/22	\$127.76 to \$143.72	N/A	\$27.04 to \$52.19	N/A

Explanatory note from Scheme Operator: The initial Maintenance Reserve Fund budget was based on a quantity surveyor's report prior to construction of the village. Upon practical completion of Stage 1, a physical inspection and updated report was completed by the quantity surveyor which revised the building maintenance requirements and corresponding changes were made to the Maintenance Reserve Fund budget for the 2023/24 financial year.				
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	 ☑ Contents insurance ☐ Home insurance (freehold units only) ☑ Electricity ☑ Gas (not installed) 	 ☑ Water ☑ Telephone ☑ Internet ☑ Pay TV ☑ Other /optional services including charges for laundry, meals, cleaning, accommodation units, personal or nursing care. 		
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?	and condition it was in when you so may be evidenced by the Entry Co excepted. You must also repair any damage fair wear and tear, however, you as	ndition Report), fair wear and tear		
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	t all maintenance and repairs of the of the resident under the Lease or Qld).			
	y an exit fee to the operator when th	ney leave their unit or when the right		
11.1 Do residents pay an exit fee when they	 d. This is also referred to as a 'defe ⊠ Yes – all residents pay an exit fe formula 	. ,		

permanently leave their unit?	☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract
	☐ No exit fee
	□ Other
	See below.
Time period from date of occupation of unit to the	Exit fee calculation based on
date the resident ceases reside in the unit	The Resale Price (or Resale Value, if applicable) (see definitions further below)
1 year	5% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
2 years	10% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
3 years	15% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
4 years	20% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
5 years	25% of the Resale Price (or Resale Value, if applicable)
6 years	26.5% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
7 years	28% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
8 years	29.5% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
9 years	31% of the Resale Price (or Resale Value, if applicable) + Pro Rata Exit Fee* (see further below)
10 years	32.5% of the Resale Price (or Resale Value, if applicable)

Resale Price is the ingoing contribution paid by the new resident who purchases the right to reside in the Unit. If the right to reside in the Unit is sold to a new resident and we have received the ingoing contribution from the new resident before the date that is 18 months after your residence contract is terminated, then the exit fee is calculated on the Resale Price.

Resale Value is the value of the right to reside in the Unit as agreed with us or, if agreement cannot be reached, as determined by a valuer in accordance with the Act.

If the right to reside in the Unit has not sold by the date that is 18 months after your residence contract is terminated, then the exit fee is calculated on the Resale Value.

*Periods of occupation that are not a whole number of years

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

In particular, for the purposes of the calculating the Pro Rata Exit Fee referred to above, the following formulas apply:

Pro Rata Exit Fee = A x B / 365 days (or 366 in a leap year) X Resale Price (or Resale Value, if applicable)

Where:

- A = Pro Rata Exit Fee Percentage (as defined below); and
- B = Number of days between the commencement date (if the period of occupancy is less than 1 year) or the last occurring anniversary of the commencement date.

Pro Rata Exit Fee Percentage is the percentage that applies for the relevant period of occupancy which is a pro rata calculation from (and including) the commencement date or last occurring anniversary of the commencement date (as applicable) to (and including) the Exit Date as follows:

- Less than 1 year 5%
- More than 1 year but less than or equal to 2 years 5%
- More than 2 years but less than or equal to 3 years 5%
- More than 3 years but less than or equal to 4 years 5%
- More than 4 years but less than or equal to 5 years 5%
- More than 5 years but less than or equal to 6 years 1.5%
- More than 6 years but less than or equal to 7 years 1.5%
- More than 7 years but less than or equal to 8 years 1.5%
- More than 8 years but less than or equal to 9 years 1.5%
- More than 9 years but less than or equal to 10 years 1.5%

Maximum and Minimum exit fees

The maximum (or capped) exit fee is 32.5% of the Resale Price (or Resale Value, if applicable) after 10 years of residence.

The minimum exit fee is 1/365th of 5% of the Resale Price or Resale Value (as applicable), subject to your right to terminate during the cooling off period.

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

⊠ Sale co	sts for the unit	(but only	if you	appoint	your c	own re	al e	estate
agent)								

☐ Legal costs

Other costs - see item 14.1

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.			
	Note			
	You must keep the unit well maintained and at least in the good repair and condition it was in when you started occupying the unit (which may be evidenced by the entry condition report), fair wear and tear excepted.			
	Please note that we will carry out any Repair Work at your cost.			
	Repair Work means the work to be done to repair the unit or replace items in the unit where such work is reasonably necessary because you have:			
	 caused accelerated wear and tear (including deliberate damage or damage caused or contributed to by your negligence); 			
	 carried out alterations to the unit (without our prior written consent); or 			
	 carried out alterations to the unit with our prior written consent and a condition of that consent requires you to carry out certain repairs or replacements in the Unit, 			
	having regard to:			
	the condition of the unit when you started occupying the Unit (which may be evidenced by the Entry Condition Report); and			
	 your repair and maintenance obligations under the residence contract. 			
	Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.			
12.2 Is the resident responsible for renovation of the unit	☐ Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)			

when they leave the unit?

Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays% of any renovation costs

⊠ No

Renovation means replacements or repairs other than reinstatement work.

By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

Despite the above, unless otherwise agreed, we do not require you to contribute to any renovation costs.

Part 13- Capital gain or losses

13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?

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

capital gain is 100% capital loss is 100%

(subject to section 66 of the Retirement Villages Act 1999 (Qld). See item 14.1 below)

Part 14 – Exit entitlement or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the operator will pay the resident worked out?

If a capital gain: Exit entitlement = IC + CG - EF

If a capital loss: Exit entitlement = IC - CL - EF

Where:

IC means the ingoing contribution paid on commencement of your right to reside (your **Ingoing Contribution**);

CG means 100% of any capital gain as defined below;

CL means 100% of any capital loss as defined below; and

EF means the exit fee - refer to paragraph 5.2 of the Prospective Costs Document and part 11 above.

We will also reimburse you for your reasonable legal costs (to a maximum of \$1100 plus GST) in relation to the sale of your right to reside.

However, please note section 66 of the Act provides as follows:

- if we accept an offer for a right to reside less than the Resale Value, your exit entitlement is to be worked out as if the right to reside was sold at the Resale Value; and
- if you accept an offer for a right to reside less than the Resale Value, your exit entitlement is to be worked out on the amount of the offer.

Capital gain

Capital gain is:

- (a) If your right to reside in the Unit is sold to a new resident before your exit entitlement is paid: the amount by which the Resale Price exceeds your Ingoing Contribution; or
- (b) If your right to reside in the Unit is not sold to a new resident before your exit entitlement is paid: the amount by which the Resale Value exceeds your Ingoing Contribution.

Capital Loss

Capital loss is:

- (a) If your right to reside in the Unit is sold to a new resident before your exit entitlement is paid: the amount by which your Ingoing Contribution is greater than the Resale Price (subject to section 66 of the Act); or
- (b) If your right to reside in the Unit is not sold before your exit entitlement is paid: the amount by which your Ingoing Contribution is greater than the Resale Value.

Other costs

When we pay your exit entitlement, you must pay to us:

- (a) the cost of Repair Work;
- (b) the cost of services separately metered to the Unit by us which remain unpaid (for example, water or electricity);
- (c) unpaid general services charge or maintenance reserve fund contributions:
- a proportion of the costs of obtaining any necessary valuations of the Unit (for example, these may be required to determine the Resale Value from time to time);
- (e) any other fees, payments, deductions and charges applicable under your residence contract or any other agreement that you have with us, including charges for any Personal Services contracted by you; and
- (f) if your residence contract is terminated in the event of your death, any costs incurred in our solicitors being satisfied as to the validity of any claim for payment of the exit entitlement to your estate.

14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract:
 - which is the earlier of 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator which is when we receive the payment of the Resale Price or 18 months after the termination of the residence contract

- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

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

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

1 accommodation units were resold during the last financial year

General Services Charges Fund for the last 3 years

44 days was the average length of time to sell a unit over the period in which the Village has operated.

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?

Octional Octiv	iccs Charges	i did for the last 5 years		
Financial	nancial Deficit/ Balance Cha		Change from	
Year	Surplus		previous year	
2023/24	\$0	\$0	0%	
2022/23	\$0	\$0	0%	
2021/22	\$0	\$0	0%	
Balance of Ge financial year available	\$0			
Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available \$194,362				
Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available Percentage of a resident ingoing contribution applied to			\$119,755 0%	
the Capital Re				
The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.				

OR L the village is not yet operating.

Part 16 - Insurance

The village operator must take out general insurance, to full replacement value, for the retirement village, including for: communal facilities; and • the accommodation units, other than accommodation units owned by residents. Residents contribute towards the cost of this insurance as part of the General Services Charge. 16.1 Is the resident responsible for arranging any If yes, the resident is responsible for these insurance policies: insurance cover? If yes, the resident is Insurance for the resident's property in the accommodation unit; responsible for these Public liability insurance relating to the resident's use and insurance policies: occupation of the accommodation unit; Workers compensation insurance with respect to work or services carried out in the accommodation unit; and Insurance for third party property damage for any vehicle owned or driven in the village. Part 17 - Living in the village Trial or settling in period in the village 17.1 Does the village ☐ Yes \boxtimes No offer prospective residents a trial period or a settling in period in the village? Pets ☐ No ⊠ Yes 17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions The resident is not permitted to have pets in the village without the on pet ownership operator's prior written consent, which may be granted on condition that the operator considers reasonable and necessary (see below). If those conditions are not complied with or the pet becomes a nuisance, the operator may revoke its consent and the pet must be removed from the village. Relevant restrictions or conditions on pet ownership include: only one pet (being a cat, dog or caged bird) is permitted; cats and dogs must be desexed; all pets must be vaccinated prior to entering the village and be kept regularly vaccinated; and all pets must have appropriate Council and other authority registration prior to entering the village and kept registered. Please see the operator's pet policy for further information. A copy of the policy is available on request.

	,	
Visitors		
17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	 ✓ Yes ☐ No A resident must obtain the operators consent if the resident intends to allow a visitor or guest to stay in the unit for a period of more than four (4) weeks in any twelve (12) month period. The operator's consent can be: (1) granted, with or without conditions (for example, noise restrictions, respect for all residents, the provision of visitors' details and emergency contact information, appropriate attire in common areas and signing for security keys or fobs) or withheld in the operator's discretion; and (2) if given, may be revoked at any time if the visitor or guest has failed to comply with the residence contract, rules or by-laws. 	
Village by-laws and village rules		
17.4 Does the village have village by-laws?	⊠ Yes □ No	
	By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke bylaws for the village. Note: See notice at end of document regarding inspection of village by-laws	
17.5 Does the operator have other rules for the village.	☐ Yes ☒ No If yes: Rules may be made available on request	
Resident input		
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act</i> 1999?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents. You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.	
Part 18 – Accreditation		
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	☑ No, village is not accredited☐ Yes, village is voluntarily accredited through:	

		ccreditation schemes are industry-based schemes. The <i>Retirement</i> t establish an accreditation scheme or standards for retirement villages.
Part 1	9 – Waiting list	
	Does the village tain a waiting list htry?	☐ Yes ⊠ No
Acce	ss to documents	
and a inspe	prospective reside	Il documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at e request is given).
\boxtimes	Certificate of registr	ation for the retirement village scheme
\boxtimes		current title search for the retirement village land
\boxtimes	Village site plan	
\boxtimes	Plans showing the location, floor plan or dimensions of accommodation units in the village	
\boxtimes	Plans of any units o	r facilities under construction
\boxtimes	Development or pla	nning approvals for any further development of the village
	An approved redeve	elopment plan for the village under the Retirement Villages Act
	An approved transit	ion plan for the village
	An approved closur	e plan for the village
\boxtimes		I statements and report presented to the previous annual meeting
\boxtimes	or general services	age alance of the capital replacement fund, or maintenance reserve fund charges fund (or income and expenditure for general services) at the three financial years of the retirement village
		alance of any Body Corporate administrative fund or sinking fund at the three years of the retirement village
\boxtimes		cts that residents may have to enter into
\boxtimes	Village dispute reso	•
\boxtimes	Village by-laws	•
\boxtimes	•	olicies and certificates of currency
	A current public info	ormation document (PID) continued in effect under section 237I of the 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 Communities, Housing and Digital Economy

on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

General Information

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

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

Regulatory Services, Department of Communities, Housing and Digital Economy

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

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.qld.gov.au
Website: www.chde.qld.gov.au/regulatoryservices

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au
Website: caxton.org.au

Department of Human Services (Australian Government)

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

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-

retirement

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: https://caxton.org.au

Queensland Law Society

Find a solicitor
Law Society House
179 Ann Street Brishane OLD

179 Ann Street, Brisbane, QLD 4000 Phone: 1300 367 757

Email: info@qls.com.au Website: <u>www.qls.com.au</u>

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@gcat.qld.gov.au

Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

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

community.

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

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

Website: www.livablehousingaustralia.org.au/

(Version 8 – August 2024)