

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740



Name of village: Cypress Gardens Retirement Community

Important information for the prospective resident

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

Notice for prospective residents

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

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

More information

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

The information in this Village Comparison Document is correct as at 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 management details

1.1 Retirement village location	Retirement Village Name: Cypress Gardens Retirement Community Street Address: Gooding Drive Suburb: Clear Island Waters State: Qld Post Code: 4226
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: TriCare Australia Limited Australian Company Number (ACN): 010 583 392 Address: 250 Newnham Road Suburb: Mount Gravatt State: Qld Post Code: 4122
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): TriCare Australia Limited Australian Company Number (ACN): 010 583 392 Address: 250 Newnham Road Suburb: Mount Gravatt State: Qld Post Code: 4122 Date entity became operator: 31 March 1993
1.4 Village management and onsite availability	Name of village management entity and contact details TriCare Australia Limited Australian Company Number (ACN) 010 583 392 Phone: 07 5579 9311 Email: cypressgardensrc@tricare.com.au An onsite manager (or representative) is available to residents: <input type="checkbox"/> Full time <input type="checkbox"/> Part time <input type="checkbox"/> By appointment only <input type="checkbox"/> None available

	<input checked="" type="checkbox"/> Other Onsite availability includes: Weekdays: 8:30am to 5:00pm (excluding public holidays) Weekends: Nil
1.5 Approved closure plan or transition plan for the retirement village	<p>Is there an approved transition plan for the village?</p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <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>Is there an approved closure plan for the village?</p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <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>

Part 2 – Age limits

2.1 What age limits apply to residents in this village?	Prospective residents must be 65 years of age or over. The scheme operator reserves the right to vary the age requirement for residents in the future.
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ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

3.1 Resident ownership or tenure of the units in the village is:	<input type="checkbox"/> Freehold (owner resident) <input checked="" type="checkbox"/> Lease (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident) <input type="checkbox"/> Rental (non-owner resident) <input checked="" type="checkbox"/> Other <p>Note from the scheme operator: <i>To acquire a right to reside in the Unit, prospective residents enter into a 45 day Lease in respect of the Unit (Lease) and pay \$1,000.00 (referred to as the Lease Purchase Price).</i></p> <p><i>When the resident enters into a Lease of the Unit, the resident may apply to purchase Preference Shares in the scheme operator of the village, TriCare Australia Limited ACN 010 583 392 (Preference Shares). The resident has neither a right nor an obligation to purchase the Preference Shares. The resident may however apply to purchase the Preference Shares, and if that application is accepted and the resident pays the Share Price, the resident will become the owner of the relevant Preference Shares which has the effect of protecting the resident's interest in the Lease.</i></p>
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Accommodation types

3.2 Number of units by accommodation type and tenure

There are 119 units in the village, comprising 24 single story units and 95 units in multi-story building with 2 levels

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom		10		
- Two bedroom		39		
- Three bedroom		6		
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other – Flexi units				
One bedroom		50		
Two bedroom		14		
Total number of units		119		

Access and design

3.3 What disability access and design features do the units and the village contain?

- 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 units
- Step-free (hobless) shower in all some units
- Width of doorways allow for wheelchair access in all some units
- Toilet is accessible in a wheelchair in all some units
- Other key features in the units or village that cater for people with disability or assist residents to age in place
- None

Part 4 – Parking for residents and visitors

<p>4.1 What car parking in the village is available for residents?</p>	<p> <input checked="" type="checkbox"/> Some units with own garage or carport attached or adjacent to the unit <input type="checkbox"/> Some units with own garage or carport separate from the unit <input type="checkbox"/> Some units with own car park space adjacent to the unit <input checked="" type="checkbox"/> Some units with own car park space separate from the unit <input checked="" type="checkbox"/> General car parking for residents in the village <input type="checkbox"/> Other parking e.g. caravan or boat <input type="checkbox"/> units with no car parking for residents <input type="checkbox"/> No car parking for residents in the village </p> <p>Restrictions on resident's car parking include: Residents must use designated resident car spaces and are not permitted to use visitor and staff car spaces.</p>
<p>4.2 Is parking in the village available for visitors?</p> <p>If yes, parking restrictions include</p>	<p> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>Visitors are not permitted to park in roadways or designated 'resident only' car spaces. Visitors are required to park in spaces that are designated for visitors.</p>
<p>Part 5 – Planning and development</p>	
<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started: 1993</p> <p> <input type="checkbox"/> Fully developed / completed <input checked="" type="checkbox"/> Partially developed / completed <input type="checkbox"/> Construction yet to commence </p>
<p>5.2 Construction, development applications and development approvals</p> <p>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i></p> <p>Note from the scheme operator: <i>Additional land remains for future development. The scheme operator intends to redevelop the retirement village at a future date. The redeveloped village may include greater density, higher buildings and more residents.</i></p>
<p>5.3 Redevelopment plan under the Retirement Villages Act 1999</p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p><i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the</i></p>

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:

- | | |
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| <input checked="" type="checkbox"/> Activities or games room | <input checked="" type="checkbox"/> Medical consultation room |
| <input type="checkbox"/> Arts and crafts room | <input type="checkbox"/> Restaurant |
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Shop |
| <input checked="" type="checkbox"/> BBQ area outdoors | <input checked="" type="checkbox"/> Swimming pool
[1 outdoor/not heated]
[1 indoor/ heated] |
| <input checked="" type="checkbox"/> Billiards room | <input checked="" type="checkbox"/> Separate lounge in community centre |
| <input checked="" type="checkbox"/> Bowling green [indoor] | <input checked="" type="checkbox"/> Spa [indoor] [heated] |
| <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) | <input type="checkbox"/> Storage area for boats / caravans |
| <input type="checkbox"/> Chapel / prayer room | <input type="checkbox"/> Tennis court |
| <input checked="" type="checkbox"/> Communal laundries (flexi apartments only) | <input checked="" type="checkbox"/> Village bus or transport |
| <input checked="" type="checkbox"/> Community room or centre | <input type="checkbox"/> Workshop |
| <input type="checkbox"/> Dining room | <input checked="" type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Gardens | Movie Theatre |
| <input checked="" type="checkbox"/> Gym | Note from the scheme operator: The facilities indicated in this section are current as at the date of this document, but may be varied at a future date |
| <input checked="" type="checkbox"/> Hairdressing or beauty room | |
| <input checked="" type="checkbox"/> Library | |

Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility). N/A

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

Yes No

Name of residential aged care facility and name of the approved provider:

Cypress Gardens Aged Care Residence
(TriCare (Country) Pty Ltd – ABN 660 084 110 69)

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

<p>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</p>	<p>'General Services' provided to all residents are:</p> <ul style="list-style-type: none"> ▪ Staffing costs ▪ Costs of management and administration ▪ 24 hours emergency call service ▪ Government rates and charges including water and sewerage ▪ Waste services ▪ General insurance on units, community buildings, facilities, equipment and furnishings ▪ Community electricity accounts ▪ Cleaning all common buildings, facilities and equipment ▪ Minor repairs and maintenance to exterior and interior of residents' units, all common buildings, facilities and equipment ▪ General maintenance of gardens and grounds ▪ Village Bus – regular trips to local shopping centres (additional charge for longer trips)
<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> ▪ Minor maintenance requests - \$15.00 per 15 minutes labour charge plus materials ▪ Non-emergency call out fee - \$25.00 per attendance ▪ Domestic and lifestyle services - \$60.00 hourly charge, including cleaning materials ▪ Personal laundry - \$25.00 for each load <p>For full details of terms and conditions which apply to the provision of these services, please ask the village manager.</p> <p>Details of other personal services and their cost which are available from time to time are available from the village manager.</p> <p>Note from the scheme operator: <i>The above prices are current as at the date of this document but are subject to change and are reviewed at a minimum on an annual basis.</i></p>
<p>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</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:</p> <p><input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p> <p>Note from the scheme operator: <i>Heather Hill Home Care is an independent care provider who can provide home care services at the village. Please contact the Village Manager for further details.</i></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

<p>8.1 Does the village have a security system?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>8.2 Does the village have an emergency help system?</p> <p>If yes or optional:</p> <ul style="list-style-type: none"> the emergency help system details are: the emergency help system is monitored between: 	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Resident units are supplied with emergency call pendants which are monitored 24 hours per day, 7 days per week.</p>
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p> <p>If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>First aid kit and defibrillator</p>

COSTS AND FINANCIAL MANAGEMENT

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

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

Note from the scheme operator: *The ingoing contributions listed below are inclusive of the Lease Purchase Price.*

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Unit	Range of ingoing contribution
	Independent Living Units	
	- Studio	
	- One bedroom	\$340,000 to \$490,000
	- Two bedrooms	\$500,000 to \$525,000
	- Three bedrooms	\$635,000 to \$650,000
	Serviced Apartments	
	- Studio	
	- One bedroom	
	- Two bedrooms	
	- Three bedrooms	
	Other (specify) Flexi Apartments	
	- One bedroom	\$160,000 to \$200,000
- Two bedrooms	\$270,000 to \$360,000	
Full range of ingoing contributions for all unit types	\$160,000 to \$650,000	
9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9.3 What other entry costs do residents need to pay?	<input type="checkbox"/> Transfer or stamp duty <input type="checkbox"/> Costs related to your residence contract: <input type="checkbox"/> Costs related to any other contract <input type="checkbox"/> Advance payment of General Services Charge <input type="checkbox"/> Other costs:	
	<p>Note from the scheme operator: After the Lease is entered into, the resident may apply to purchase Preference Shares in the scheme operator of the village, TriCare Australia Limited ACN 010 583 392 (Preference Shares).</p> <p><i>If the resident elects to purchase the Preference Shares and their application is accepted, the resident is required to pay the Share price which is a significant capital sum, the general amount of which is detailed in part 9.1 of this Village Comparison Document.</i></p>	

Please also refer to part 3.1 above for more information.

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 Unit		
- Studio		
- One bedroom duplex	\$141.59	\$35.34
- One bedroom + one duplex	\$146.95	\$36.69
- One bedroom waterfront	\$168.46	\$42.06
- Two bedrooms duplex	\$153.66	\$38.36
- Two bedrooms + one duplex	\$156.35	\$39.03
- Two bedrooms waterfront	\$177.28	\$44.25
- Three bedrooms duplex	\$169.82	\$42.39
- Three bedrooms waterfront	\$199.05	\$49.69
Other – Flexi Apartment		
- One bedroom standard	\$171.87	\$42.90
- One bedroom deluxe	\$180.32	\$45.01
- Two bedrooms deluxe	\$184.84	\$46.14
- Two bedrooms luxury	\$193.93	\$48.41

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 -)
Independent Living Units				
2021/22	\$123.27 to \$173.28	2.1%	\$31.61 to \$44.45	2%
2022/23	\$129.43 to \$181.95	5%	\$32.25 to \$45.34	2%
2023/24	\$136.94 to \$192.50	5.8%	\$34.18 to \$48.06	6%
Flexi Apartments				
2021/22	\$149.62 to \$168.83	2.1%	\$38.38 to \$43.30	2%
2022/23	\$157.10 to \$177.27	5%	\$39.14 to \$44.17	2%
2023/24	\$166.21 to \$187.55	5.8%	\$41.49 to \$46.82	6%
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas		<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input checked="" type="checkbox"/> Other: Fire brigade levy (if applicable) and costs associated with optional personal services (if any)	
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?	<input type="checkbox"/> Unit fixtures <input type="checkbox"/> Unit fittings <input type="checkbox"/> Unit appliances <input checked="" type="checkbox"/> None Additional information Note from the scheme operator: <i>The resident is responsible for any accelerated damage to the unit's fixtures, fittings and appliances (above fair wear and tear).</i>			
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? If yes: provide details, including any charges for this service.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Minor maintenance is available as an optional personal service. See part 7.2 for further details.			

Part 11 – Exit fees – when you leave the village

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

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

If yes: list all exit fee options that may apply to new contracts

- Yes – all residents pay an exit fee calculated using the same formula
 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

3.5% of the Ingoing Purchase Price for each year of residence, up to a maximum of 98% of the Ingoing Purchase Price (after 28 years).

Daily basis

All exit fees are calculated on a pro-rata daily basis for partial years of residence.

Note from the scheme operator: For the purposes of calculating the exit fee, the term '**Ingoing Purchase Price**' has the definition given to it in the Constitution of the scheme operator.

For further information, please refer to the Constitution of TriCare Australia Limited ACN 010 583 392 (referred throughout this document as '**Constitution**').

Time period from occupation of unit to the date the resident ceases to reside in the unit

Exit fee calculation based on the Ingoing Purchase Price

Independent Living Unit and Flexi Apartment

1 year	3.5% of the Ingoing Purchase Price
2 years	7% of the Ingoing Purchase Price
3 years	10.5% of the Ingoing Purchase Price
4 years	14% of the Ingoing Purchase Price
5 years	17.5% of the Ingoing Purchase Price
6 years	21% of the Ingoing Purchase Price
7 years	24.5% of the Ingoing Purchase Price
8 years	28% of the Ingoing Purchase Price
9 years	31.5% of the Ingoing Purchase Price
10 years	35% of the Ingoing Purchase Price
11 years	38.5% of the Ingoing Purchase Price
12 years	42% of the Ingoing Purchase Price
13 years	45.5% of the Ingoing Purchase Price

14 years	49% of the Ingoing Purchase Price
15 years	52.5% of the Ingoing Purchase Price
16 years	56% of the Ingoing Purchase Price
17 years	59.5% of the Ingoing Purchase Price
18 years	63% of the Ingoing Purchase Price
19 years	66.5% of the Ingoing Purchase Price
20 years	70% of the Ingoing Purchase Price
21 years	73.5% of the Ingoing Purchase Price
22 years	77% of the Ingoing Purchase Price
23 years	80.5% of the Ingoing Purchase Price
24 years	84% of the Ingoing Purchase Price
25 years	87.5% of the Ingoing Purchase Price
26 years	91% of the Ingoing Purchase Price
27 years	94.5% of the Ingoing Purchase Price
28 years	98% of the Ingoing Purchase Price

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 98% of the Ingoing Purchase Price after 28 years of residence.

The minimum exit fee is 3.5% of the Ingoing Purchase Price x 1/365.

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

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

- Sale costs for the unit
- Legal costs currently set at \$990.00 including GST
- Other costs: Titles Office registration fees for surrender of lease (currently \$231.98), transmission application (where applicable) (currently \$231.98) and record of death (where applicable) (currently \$43.56); share of the costs of obtaining any valuations; the costs of reinstatement work; outstanding general services charge and maintenance reserve fund contributions; and any other costs that the operator is permitted to recover under the Lease, associated documents, residence contract or the Act.

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

- Yes No

Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:

- *fair wear and tear; and*

	<ul style="list-style-type: none"> ▪ <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input type="checkbox"/> Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><input type="checkbox"/> 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</p> <p><input checked="" type="checkbox"/> No</p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
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Part 13– Capital gain or losses

<p>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?</p>	<p><input type="checkbox"/> Yes:</p> <p>the resident's share of the capital gain is%</p> <p>the resident's share of the capital loss is%</p> <p>OR is based on a formula</p> <p><input type="checkbox"/> Optional - residents can elect to share in a capital gain or loss option</p> <p>the resident's share of the capital gain is %</p> <p>the resident's share of the capital loss is %</p> <p>OR is based on a formula</p> <p><input checked="" type="checkbox"/> No</p>
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Part 14 – Exit entitlement or buyback of freehold units

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

<p>14.1 How is the exit entitlement which the operator will pay the resident worked out?</p>	<p>Residents will receive:</p> <ol style="list-style-type: none"> 1. the amount of the Ingoing Purchase Price paid by the resident (see part 9) <p>Less as an offset:</p> <ol style="list-style-type: none"> 1. the exit fee (see part 11.1); 2. the costs of all reinstatement work (see part 12.1); and
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	3. any other fees and charges payable under the Lease, the Constitution or associated documents (see part 11.2).
14.2 When is the exit entitlement payable?	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> ▪ the day stated in the residence contract <ul style="list-style-type: none"> - no date is stated in the residence contract ▪ 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator ▪ 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT). <p>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
14.3 What is the turnover of units for sale in the village?	<p>6 Independent Living Units and 4 Flexi Apartments were vacant as at the end of the last financial year</p> <p>13 accommodation units (3 Independent Living Units and 10 Flexi Apartments) were resold during the last financial year</p> <p>5 months was the average length of time to sell an Independent Living Unit over the last three financial years</p> <p>Note from the scheme operator: 6 months was the average length of time to sell a Flexi Apartment over the last three financial years</p>

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	Balance	Change from previous year
	2020/21	-\$55,976 deficit	\$0	1.6%
	2021/22	-\$39,221 deficit	\$0	3.2%
	2022/23	-\$27,329 deficit	\$0	5%
	Balance of General Services Charges Fund for last financial year OR last quarter if no full financial year available			Zero Balance as at 30 June 2023
Note from the scheme operator: For the last 3 years, the scheme operator has paid a contribution towards the General Services Charges Fund.				
Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available			\$223,069 as at 30 June 2023	

	<p>Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available</p> <p>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</p> <p>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.</p>	<p>\$312,790 as at 30 June 2023</p> <p>1% of the Ingoing Purchase Price for each exit fee accrual year for that unit for the first 28 years.</p>
<p>OR <input type="checkbox"/> the village is not yet operating.</p>		

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

Trial or settling in period in the village

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

<p>17.2 Are residents allowed to keep pets?</p> <p>If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Existing pets are welcome, subject to the scheme operator's prior consent. Specific restrictions in connection with pet ownership are available from village management.</p>
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Visitors

<p>17.3 Are there restrictions on visitors</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>staying with residents or visiting?</p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p>The resident must not have any Visitor stay in the Unit for more than 6 weeks (in aggregate) in any 12 month period, unless the Village Manager consents (which consent may be revoked at any time).</p> <p>If the resident has a Visitor stay in the Unit then:</p> <ul style="list-style-type: none"> (a) the resident must stay in the Unit at the same time, unless the resident has the Village Manager's consent; and (b) the resident's Visitor must comply with the community rules at all times whilst in the Village. If any Visitor does not comply with the community rules, the Village Manager may require them to leave the Village immediately
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Village by-laws and village rules

<p>17.4 Does the village have village by-laws?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
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<p>17.5 Does the operator have other rules for the village.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>
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Resident input

<p>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</p>	<p><input checked="" type="checkbox"/> Yes <input 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></p> <p><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>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</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>19.1 Does the village maintain a waiting list for entry?</p> <p>If yes,</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> No fee</p>
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- what is the fee to join the waiting list?

- Fee of \$..... which is
- refundable on entry to the village
- non-refundable

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 2371 of the Act (this applies to existing residence contracts)

Note from the scheme operator: the above list of documents is subject to change from time to time. Copies of the Constitution of the scheme operator being TriCare Australia Limited ACN 010 583 392, the Lease, Share Application to purchase Preference Shares in the scheme operator and the pet policy conditions agreement referred to in this Village Comparison Document are also available from the village manager on request.

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

Further Information

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at 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: caxton.org.au

Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

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

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

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

Website: www.livablehousingaustralia.org.au/