## 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 guestions 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.

## Village Comparison Document

Retirement Villages Act 1999 (Section 74)

## This form is effective from 1 February 2019



Form 3

## 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
  - 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  $\circ$ 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 •

## **Retirement Villages**





#### 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 *20 October 2023* and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

Part 1 – Operator and	management details				
1.1 Retirement	Retirement Village Name: Cypress Gardens Retirement Community				
village location	Street Address: Gooding Drive				
	Suburb: Clear Island Waters State: Qld Post Code: 4226				
1.2 Owner of the land	Name of land owner: TriCare Australia Limited				
on which the retirement village	Australian Company Number (ACN): 010 583 392				
scheme is located	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	Name of village management entity and contact details				
management and onsite availability	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:				
	Full time				
	<ul> <li>Part time</li> <li>By appointment only</li> </ul>				
	□ None available				

	⊠ Other
	Onsite availability includes:
	Weekdays: 8:30am to 5:00pm (excluding public holidays)
	Weekends: Nil
1.5 Approved closure	Is there an approved transition plan for the village?
plan or transition plan for the	□ Yes ⊠ No
retirement village	A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.
	Is there an approved closure plan for the village?
	□ Yes ⊠ No
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	Prospective residents must be 75 years of age or over. The scheme operator reserves the right to vary the age requirement for residents in the future.
	ACILITIES AND SERVICES
Part 3 – Accommodati	on units: Nature of ownership or tenure
3.1 Resident	Freehold (owner resident)
ownership or tenure of the units in the	Lease (non-owner resident)
village is:	Share in company title entity (non-owner resident)
	□ Unit in unit trust (non-owner resident)
	□ Rental (non-owner resident)
	⊠ Other
	<b>Note from the scheme operator:</b> 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 <b>Lease Purchase Price</b> ). 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 ( <b>Preference Shares</b> ). The resident has neither a right nor an obligation to purchase the Preference

2 Number of units y accommodation ype and tenure		units in the village tory building with		ingle story units and 9		
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				
ccess and design						
.3 What disability ccess and design eatures do the units	$\Box$ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in $\Box$ all $\Box$ some units					
and the village contain?	$\Box$ Alternatively, a ramp, elevator or lift allows entry into $\Box$ all $\Box$ some units					
	$\Box$ Step-free (hobless) shower in $\Box$ all $\Box$ some units					
	$\Box$ Width of doorways allow for wheelchair access in $\Box$ all $\Box$ some units					
	$\Box$ Toilet is accessible in a wheelchair in $\Box$ all $\boxtimes$ some units					
	Other key features in the units or village that cater for people w disability or assist residents to age in place			ter for people with		
	⊠ None	⊠ None				

4.1 What car parking	oxtimes Some units with own garage or carport attached or adjacent to the unit			
in the village is available for residents?	$\Box$ Some units with own garage or carport separate from the unit			
	$\Box$ Some units with own car park space adjacent to the unit			
	oxtimes Some units with own car park space separate from the unit			
	oxtimes General car parking for residents in the village			
	□ Other parking e.g. caravan or boat			
	□ units with no car parking for residents			
	$\Box$ No car parking for residents in the village			
	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.			
4.2 Is parking in the	⊠ Yes □ No			
village available for visitors?	Visitors are not permitted to park in roadways or designated 'resident			
If yes, parking	only' car spaces. Visitors are required to park in spaces that are designated for visitors.			
restrictions include				
Part 5 – Planning and o	development			
5.1 Is construction or development of the	Year village construction started: 1993			
village complete?	<ul> <li>□ Fully developed / completed</li> <li>☑ Partially developed / completed</li> </ul>			
	□ Construction yet to commence			
5.2 Construction, development applications and development approvals	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>			
Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	<b>Note from the scheme operator</b> : 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.			
new lacinites.				
5.3 Redevelopment plan under the <i>Retirement Villages</i> <i>Act 1999</i>	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ?			

	residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.			
	<b>Note:</b> see notice at end of document regarding inspection of the development approval documents.			
Part 6 – Facilities onsit	e at the village			
6.1 The following facilities are currently	imes Activities or games room	⊠ Medical consultation room		
available to residents:	☐ Arts and crafts room	□ Restaurant		
	Auditorium	□ Shop		
	⊠ BBQ area outdoors	Swimming pool		
	⊠ Billiards room	[1 outdoor/not heated] [1 indoor/ heated]		
	Bowling green [indoor]	Separate lounge in community		
	Business centre (e.g.	centre		
	computers, printers, internet access)	Spa [indoor] [heated]		
	Chapel / prayer room	$\Box$ Storage area for boats / caravans		
	oxtimes Communal laundries (flexi	☐ Tennis court		
	apartments only)	⊠ Village bus or transport		
	imes Community room or centre	☐ Workshop		
	Dining room	⊠ Other		
	⊠ Gardens	Movie Theatre		
	⊠ Gym	<b>Note from the scheme operator:</b> The facilities indicated in this section are		
	oxtimes Hairdressing or beauty	current as at the date of this document, but may be varied at a future date		
	room			
<b>-</b>	Library			
		al Services Charge paid by residents or if (e.g. with an aged care facility). N/A		
6.2 Does the village	🛛 Yes 🗌 No			
have an onsite, attached, adjacent or	Name of residential aged care facility and name of the approved provider:			
co-located residential aged care facility?	Cypress Gardens Aged Care Re (TriCare (Country) Pty Ltd – ABN			
<b>Note:</b> Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . 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 <i>Aged Care Act 1997 (Cwth)</i> . 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)?	<ul> <li>'General Services' provided to all residents are:</li> <li>Staffing costs</li> <li>Costs of management and administration</li> <li>24 hours emergency call service</li> <li>Government rates and charges including water and sewerage</li> <li>Waste services</li> <li>General insurance on units, community buildings, facilities, equipment and furnishings</li> <li>Community electricity accounts</li> <li>Cleaning all common buildings, facilities and equipment</li> <li>Minor repairs and maintenance to exterior and interior of residents' units, all common buildings, facilities and equipment</li> <li>General maintenance of gardens and grounds</li> <li>Village Bus – regular trips to local shopping centres (additional charge for longer trips)</li> </ul>
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<ul> <li>Yes No</li> <li>Minor maintenance requests - \$12.50 per 15 minutes labour charge plus materials</li> <li>Non-emergency call out fee - \$25.00 per attendance</li> <li>Domestic and lifestyle services - \$50.00 hourly charge, including cleaning materials</li> <li>Personal laundry - \$20.00 for each load</li> <li>For full details of terms and conditions which apply to the provision of these services, please ask the village manager.</li> <li>Details of other personal services and their cost which are available from time to time are available from the village manager.</li> <li>Note from the scheme operator: 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.</li> </ul>
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	<ul> <li>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)</li> <li>Yes, home care is provided in association with an Approved Provider:</li> <li>No, the operator does not provide home care services, residents can arrange their own home care services</li> <li><i>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.</li> </ul>
	ay be eligible to receive a Home Care Package, or a Commonwealth 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?	🗆 Yes 🖾 No			
<ul> <li>8.2 Does the village have an emergency help system?</li> <li>If yes or optional: <ul> <li>the emergency help system details are:</li> </ul> </li> <li>the emergency help</li> </ul>	Yes - all residents Optional No Resident units are supplied with emergency call pendants which are monitored 24 hours per day, 7 days per week.			
system is monitored between:				
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 Do First aid kit and defibrillator			

## COSTS AND FINANCIAL MANAGEMENT

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

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

*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	Accommodation Unit	Range of ingoing contribution	
	Independent Living Units		
price) range for all types of units in the	- Studio		
village	- One bedroom	\$310,000 to \$350,000	
	- Two bedrooms	\$435,000 to \$495,000	
	- Three bedrooms	\$600,000 to \$615,000	
	Serviced Apartments		
	- Studio		
	- One bedroom		
	- Two bedrooms		
	- Three bedrooms		
	Other (specify) Flexi Apartmen	ts	
	- One bedroom	\$155,000 to \$195,000	
	- Two bedrooms	\$260,000 to \$350,000	
	Full range of ingoing contributions for all unit types	\$155,000 to \$615,000	
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?	□ Yes ⊠ No		
9.3 What other entry costs do residents need to pay?	<ul> <li>Transfer or stamp duty</li> <li>Costs related to your residence contract: Entry Administration Fee currently set at \$960.00 including GST</li> <li>Costs related to any other contract</li> <li>Advance payment of General Services Charge</li> <li>Other costs: Titles Office registration fee for the Lease of \$266.45 (Flexi Apartment) and \$224.32 (Independent Living Unit)</li> <li>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).</li> <li>If the resident elects to purchase the Preference Shares and their application is accepted, the resident is required to pay the Share price</li> </ul>		

which is a significant capital sum, the general amount of which is detailed in part 9.1 of this Village Comparison Document.
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

/pe of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)		
Independent Living Unit				
Studio				
One bedroom duplex	\$136.94	\$34.18		
One bedroom + one duplex	\$142.12	\$35.48		
One bedroom waterfront	\$162.92	\$40.67		
Two bedrooms duplex	\$148.61	\$37.10		
Two bedrooms + one duplex	\$151.21	\$37.74		
Two bedrooms waterfront	\$171.45	\$42.80		
Three bedrooms duplex	\$164.23	\$41.00		
Three bedrooms waterfront	\$192.50	\$48.06		
her – Flexi Apartment		,		
One bedroom standard	\$166.21	\$41.49		
One bedroom deluxe	\$174.39	\$43.53		
Two bedrooms deluxe	\$178.76	\$44.63		
Two bedrooms luxury	\$187.55	\$46.82		

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

Financial year	al General Services Charge (range) (weekly)		Overall % change from previous year	Mainter Reserve contrib (weekly	e Fund ution (range)	Overall % change from previous year (+ or -)
Independe	nt Living U	nits				
2020/21	\$120.73 to	\$169.72	1.5%	\$30.99 t	to \$43.58	12%
2021/22	\$123.27 to	\$173.28	2.1%	\$31.61 t	to \$44.45	2%
2022/23	\$129.43 to	\$181.95	5%	\$32.25 t	to \$45.34	2%
Flexi Apart	ments					
2020/21	\$146.54 to	\$165.36	1.5%	\$37.62 t	to \$42.46	12%
2021/22	\$149.62 to	\$168.83	2.1%	\$38.38 t	to \$43.30	2%
2022/23	\$157.10 to	\$177.27	5%	\$39.14 t	to \$44.17	2%
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)□ Home only)⊠ Elect ⊠ Gas		nsurance (freehold units Sity Sit		e brigade levy (if id costs associated personal services (if		
10.3 What o ongoing or occasional o repair, main and replace items in, on attached to are resident responsible pay for whil in the unit?	costs for tenance ment of or the units s for and	<ul> <li>Unit fixtures</li> <li>Unit fittings</li> <li>Unit appliances</li> <li>X None</li> <li>Additional information</li> <li>Note from the scheme operator: The resident is responsible for any accelerated damage to the unit's fixtures, fittings and appliances (abor fair wear and tear).</li> </ul>				
10.4 Does the operator off maintenanc or help reside arrange reparation maintenanc unit?	er a e service dents airs and		□ No intenance is avail rther details.	lable as a	an optional pers	onal service. See part
If yes: provid including any for this service	/ charges					

## Part 11 – Exit fees – when you leave the village

to reside in their unit is s	cold. 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?	<ul> <li>□ Yes – all residents pay an exit fee calculated using the same formula</li> <li>⊠ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> <li>□ No exit fee</li> </ul>
If yes: list all exit fee	□ Other
options that may apply to new contracts	
to new contracts	Independent Living Unit 5% of the Ingoing Purchase Price for each year of residence, up to a maximum of 35% of the Ingoing Purchase Price (after 7 years).
	Flexi Apartment
	7.5% of the Ingoing Purchase Price for the first, second, third and fourth years of residence and 5% for the fifth year of residence, up to a maximum of 35% of the Ingoing Purchase Price (after 5 years).
	Daily basis
	All exit fees are calculated on a pro-rata daily basis for partial years of residence.
	<b>Note from the scheme operator:</b> For the purposes of calculating the exit fee, the term ' <b>Ingoing Purchase Price</b> ' 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 ' <b>Constitution'</b> ).
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	
1 year	5% of the Ingoing Purchase Price
2 years	10% of the Ingoing Purchase Price
3 years	15% of the Ingoing Purchase Price
4 years	20% of the Ingoing Purchase Price
5 years	25% of the Ingoing Purchase Price
6 years	30% of the Ingoing Purchase Price
10 years	35% of the Ingoing Purchase Price

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).

**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 35% of the Ingoing Purchase Price after 7 years of residence.

The minimum exit fee is 5% of the Ingoing Purchase Price x 1/365.

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

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
Flexi Apartment	
1 year	7.5% of the Ingoing Purchase Price
2 years	15% of the Ingoing Purchase Price
3 years	22.5% of the Ingoing Purchase Price
4 years	30% of the Ingoing Purchase Price
5 years	35% of the Ingoing Purchase Price
10 years	35% 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 35% of the Ingoing Purchase Price after 5 years of residence. The minimum exit fee is 7.5% 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?	<ul> <li>□ Sale costs for the unit</li> <li>□ Legal costs currently set at \$960.00 including GST</li> <li>□ Other costs: Titles Office registration fees for surrender of lease (currently \$224.32), transmission application (where applicable) (currently \$224.32) and record of death (where applicable) (currently \$42.13); 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.</li> </ul>
Part 12 – Reinstatement	and renovation of the unit
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<ul> <li>Yes INO</li> <li>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:</li> <li>fair wear and tear; and</li> </ul>

	<ul> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul>
	Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.
	Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	$\Box$ Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their 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
	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.
Dent 10 Ocultal main an	
Part 13– Capital gain or	105565
13.1 When the	
13.1 When the resident's interest or right to reside in the	
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the	☐ Yes:
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	☐ Yes: the resident's share of the <b>capital gain</b> is%
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	☐ Yes: the resident's share of the <b>capital gain</b> is% the resident's share of the <b>capital loss</b> is%
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	<ul> <li>Yes:</li> <li>the resident's share of the capital gain is%</li> <li>the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital gain is%</li> </ul>
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?	<ul> <li>☐ Yes:</li> <li>the resident's share of the capital gain is%</li> <li>the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>☐ Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital gain is%</li> <li>OR is based on a formula</li> <li>☐ Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>☑ No</li> </ul>
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? Part 14 – Exit entitlement An exit entitlement is the	<ul> <li>Yes:</li> <li>the resident's share of the capital gain is%</li> <li>the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital gain is%</li> <li>OR is based on a formula</li> </ul>
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? Part 14 – Exit entitlement An exit entitlement is the residence contract after the 14.1 How is the exit	<ul> <li>☐ Yes:</li> <li>the resident's share of the capital gain is%</li> <li>the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>☐ Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital gain is%</li> <li>OR is based on a formula</li> <li>☐ Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>☐ Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>☑ No</li> </ul>
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? Part 14 – Exit entitlement An exit entitlement is the residence contract after the	<ul> <li>Yes:</li> <li>the resident's share of the capital gain is%</li> <li>the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital gain is%</li> <li>OR is based on a formula</li> <li>Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>Optional - residents can elect to share in a capital gain is%</li> <li>or loss option the resident's share of the capital loss is%</li> <li>OR is based on a formula</li> <li>No</li> </ul>
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	-	<b>U</b> .	ayable under the Lea cuments (see part 11	
	Constitutio			.2).
14.2 When is the exit entitlement payable?		erator must pay the ne <b>earliest</b> of the fo	e exit entitlement to a bllowing days:	a former resident
		ated in the residence s stated in the residence		
	•	ter the settlement of next resident or the	of the sale of the right operator	to reside in the
	under the i unless the	esidence contract, operator has been	on date of the resider even if the unit has r granted an extension ninistrative Tribunal (	not been resold, n for payment by
		before paying the	d to see probate or le exit entitlement of a t	
14.3 What is the turnover of units for	•	t Living Units and 9 last financial year	Flexi Apartments we	ere vacant as at
sale in the village?	15 accommodation units (5 Independent Living Units and 10 Flexi Apartments) were resold during the last financial year			
		the average length ast three financial	n of time to sell an Ind years	dependent Living
		-	<b>r</b> : 8 months was the error of the last three finan	
Part 15 – Financial man	agement of the	e village		
15.1 What is the	General Ser	vices Charges Fu	<b>nd</b> for the last 3 year	s
financial status for the funds that the operator is required to	Financial Year	Deficit/ Surplus	Balance	Change from previous year
maintain under the	2020/21	-\$55,976 deficit	\$0	1.6%
Retirement Villages Act 1999?	2021/22	-\$39,221 deficit	\$0	3.2%
	2022/23	-\$27,329 deficit	\$0	5%
			<b>harges Fund</b> for er if no full financial	Zero Balance as at 30 June 2023
	years, the sc	<b>ne scheme operat</b> heme operator has General Services C	paid a contribution	
		aintenance Reser	<b>ve Fund</b> for last no full financial year	\$223,069 as at 30 June 2023

Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available	\$312,790 as at 30 June 2023
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.	For Independent Living Units, 1% of the Ingoing Purchase Price for each exit fee
	accrual year for that unit for the first 6 years.
	For Flexi Apartments, 1% of the Ingoing Purchase Price for each exit fee accrual year for that unit for the first 5 years.
OR  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 insurance cover? If yes, the resident is responsible for these insurance policies:	<ul> <li>Yes Do</li> <li>Contents insurance (for the resident's property in the unit)</li> <li>Public liability insurance (for incidents occurring in the resident's unit including service providers and contractors)</li> <li>Third-party insurance (for the resident's motor vehicles or mobility devices)</li> </ul>
Part 17 – Living in the v	illage
Trial or settling in perio	d in the village
17.1 Does the village offer prospective	□ Yes ⊠ No
residents a trial period	Note from the scheme operator:

or a settling in period in the village?	Residents have a 6 month Money Back Guarantee:
	<ul> <li>Residents must occupy the unit for a continuous period of 6 months.</li> <li>It only applies if the resident is genuinely dissatisfied with the lifestyle offered by the village and cannot be relied upon in circumstances where the resident's health needs change.</li> <li>Notice must be given by the resident terminating under the Money Back Guarantee no earlier than 6 months and no later than 7 months after settlement.</li> <li>If the lease is terminated under the Money Back Guarantee: <ul> <li>no exit fee is payable by the resident</li> <li>the Ingoing Purchase Price (being the sum of the Lease Purchase Price and the Share Price paid by the resident) will be refunded to the resident less the relevant deductions within 30 days of the date the lease is terminated</li> <li>the resident remains responsible for any reinstatement and surrender of lease costs which will be set off from any amounts repaid to the resident</li> </ul> </li> </ul>
Pets	Application.
17.2 Are residents allowed to keep pets?	🛛 Yes 🗌 No
If yes: specify any restrictions or conditions on pet ownership	Existing pets are welcome, subject to the scheme operator's prior consent. Specific restrictions in connection with pet ownership are available from village management.
Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting?	Yes INO 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
If yes: specify any	Manager consents (which consent may be revoked at any time). If the resident has a Visitor stay in the Unit then:
restrictions or conditions on visitors (e.g. length of stay, arrange with	<ul> <li>(a) the resident must stay in the Unit at the same time, unless the resident has the Village Manager's consent; and</li> </ul>
manager)	(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
Village by-laws and villa	ge 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 by-laws 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 INO If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents	🛛 Yes 🔲 No
committee established under the <i>Retirement</i> <i>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	$oxedsymbol{\boxtimes}$ No, village is not accredited
through an industry- based accreditation scheme?	$\Box$ Yes, village is voluntarily accredited through:
	accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.
Part 19 – Waiting list	
Part 19 – Walting list	
19.1 Does the village maintain a waiting list for entry?	X Yes No
19.1 Does the village maintain a waiting list	⊠ Yes □ No
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join</li> </ul>	⊠ No fee
<b>19.1 Does the village</b> maintain a waiting list for entry? If yes,	⊠ No fee □ Fee of \$ which is
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join</li> </ul>	⊠ No fee
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join</li> </ul>	<ul> <li>No fee</li> <li>Fee of \$ which is</li> <li>refundable on entry to the village</li> </ul>
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join the waiting list?</li> </ul> Access to documents The following operation and a prospective reside or take a copy of these or request by the date statt seven days after the record certificate of regist is certificate of title or Village site plan	<ul> <li>No fee</li> <li>Fee of \$ which is</li> <li>refundable on entry to the village</li> <li>non-refundable</li> <li>al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to inspect documents free of charge. The operator must comply with the ed by the prospective resident or resident (which must be at least</li> </ul>
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join the waiting list?</li> <li>Access to documents</li> <li>Access to documents</li> <li>The following operation and a prospective reside or take a copy of these or request by the date stat seven days after the request seven days after the request of title or Certificate of regist</li> <li>⊠ Certificate of title or Village site plan</li> <li>⊠ Plans showing the Plans of any units or the plane of the plane of</li></ul>	<ul> <li>No fee</li> <li>Fee of \$ which is</li> <li>refundable on entry to the village</li> <li>non-refundable</li> </ul> al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to inspect documents free of charge. The operator must comply with the ed by the prospective resident or resident (which must be at least juest is given). ration for the retirement village scheme r current title search for the retirement village land location, floor plan or dimensions of accommodation units in the village or facilities under construction
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join the waiting list?</li> <li>Access to documents</li> <li>Access to documents</li> <li>The following operation and a prospective reside or take a copy of these or request by the date statt seven days after the record certificate of regist</li> <li>Certificate of regist</li> <li>Certificate of title or Village site plan</li> <li>Plans showing the</li> <li>Plans of any units of the plans of the p</li></ul>	<ul> <li>No fee</li> <li>Fee of \$ which is</li> <li>refundable on entry to the village</li> <li>non-refundable</li> </ul> al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to inspect documents free of charge. The operator must comply with the ed by the prospective resident or resident (which must be at least juest is given). ration for the retirement village scheme r current title search for the retirement village land location, floor plan or dimensions of accommodation units in 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)

**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 <u>www.chde.qld.gov.au</u>

## **General Information**

General information and fact sheets on retirement villages: <u>www.qld.gov.au/retirementvillages</u> For more information on retirement villages and other seniors living options: <u>www.qld.gov.au/seniorsliving</u>

## 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: <u>regulatoryservices@chde.qld.gov.au</u> 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: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

## **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: <u>www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement</u>

#### 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: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

## Queensland Law Society

Find a solicitor Law Society House 179 Ann Street, Brisbane, QLD 4000 Phone: 1300 367 757 Email: <u>info@qls.com.au</u> 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@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/