

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740



WHELLER on the Park

COMMUNITY FOR RETIREMENT

Name of village: Wheller on the Park

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.wmq.org.au/retirement-villages/wheller-on-the-park-chermside>
- 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 6 January 2025 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: Wheller on the Park Street Address: 1-28 The Boulevard Suburb: Chermside State: Queensland Post Code: 4032
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: The Uniting Church in Australia Property Trust (Q.) Australian Company Number (ACN): 142 498 780 (ARBN) Address: 60 Bayliss Street Suburb: Auchenflower State: Queensland Post Code: 4066
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): The Uniting Church in Australia Property Trust (Q.) Australian Company Number (ACN): 142 498 780 (ARBN) Address: 930 Gympie Road Suburb: Chermside State: Queensland Post Code: 4032 Date entity became operator: 23 May 2008

<p>1.4 Village management and onsite availability</p>	<p>Name of village management entity and contact details:</p> <p>The Uniting Church in Australia Property Trust (Q.) represented by Wesley Mission Queensland ABN 28 746 881 862</p> <p>Australian Company Number (ACN): 142 498 780 (ARBN)</p> <p>Phone: 07 3621 4558 Email: reception.wotp@wmq.org.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Other: As set out below</p> <p>Onsite availability includes:</p> <p>Weekdays: 9:00am – 4:00pm (excluding some public holidays)</p> <p>Weekends: approximately 6:00am – 2:00pm (excluding some public holidays)</p>
--	--

<p>1.5 Approved closure plan or transition plan for the retirement village</p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
---	--

Part 2 – Age limits

<p>2.1 What age limits apply to residents in this village?</p>	<p>Single occupants must be at least 65. For multiple occupants, one must be at least 65 and the other must be at least 55.</p>
---	---

ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

<p>3.1 Resident ownership or tenure of the units in the village is:</p>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input checked="" type="checkbox"/> Lease (non-owner resident)</p> <p><input type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p>
--	---

	<input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other
--	--

Accommodation types

3.2 Number of units by accommodation type and tenure	There are 340 units in the village, comprising 20 single story villas, and 320 units in multi-story buildings with 4-7 levels
---	---

Accommodation unit	Freehold	Leasehold	Licence	Other
<i>Independent living units</i>				
- One bedroom		6		
- One bedroom + study		48		
- Two bedroom		38		
- Two bedroom + study		164		
- Three bedroom		64		
- Three bedroom villa		20		
Total number of units		340		

Access and design

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

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is	<input type="checkbox"/> All units with own garage or carport separate from the unit
---	--

<p>available for residents?</p>	<p>Note from scheme operator: Car parks are located in the basement car park to the building/s.</p> <p>Residents who meet the eligibility criteria for a car parking space will be required to sign a Car Space Licence Agreement, which is available from the operator.</p> <p>Restrictions on resident's car parking include: the car parking is to be used by residents only and for the purposes of parking a motor vehicle only. The entitlement to use a parking space is conditional on the resident owning a motor vehicle; having a current valid Qld driver licence, parking in the allocated parking space, and the resident is not to cause any damage to any property or motor vehicles in the Car Parking Area.</p> <p>Further conditions are contained in the Car Space Licence Agreement.</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>Short term parking (less than 24 hours) is available to visitors in designated visitor parking bays only.</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: 2006</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
<p>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>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</i></p>

development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.

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

Part 6 – Facilities onsite at the village

<p>6.1 The following facilities are currently available to residents:</p>	<p><input checked="" type="checkbox"/> Activities or games room</p> <p><input checked="" type="checkbox"/> Arts and crafts room</p> <p><input type="checkbox"/> Auditorium</p> <p><input checked="" type="checkbox"/> BBQ area outdoors</p> <p><input checked="" type="checkbox"/> Billiards room</p> <p><input checked="" type="checkbox"/> Bowling green [outdoor]</p> <p><input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access)</p> <p><input type="checkbox"/> Chapel / prayer room</p> <p><input type="checkbox"/> Communal laundries</p> <p><input checked="" type="checkbox"/> Community room or centre</p> <p><input type="checkbox"/> Dining room</p> <p><input checked="" type="checkbox"/> Gardens</p> <p><input checked="" type="checkbox"/> Gym</p> <p><input checked="" type="checkbox"/> Hairdressing or beauty room</p> <p><input checked="" type="checkbox"/> Library</p>	<p><input type="checkbox"/> Medical consultation room</p> <p><input type="checkbox"/> Restaurant</p> <p><input type="checkbox"/> Shop</p> <p><input checked="" type="checkbox"/> Swimming pool [outdoor / heated]</p> <p><input type="checkbox"/> Separate lounge in community centre</p> <p><input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated]</p> <p><input type="checkbox"/> Storage area for boats / caravans</p> <p><input type="checkbox"/> Tennis court [full/half]</p> <p><input checked="" type="checkbox"/> Village bus or transport</p> <p><input checked="" type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Other</p> <ul style="list-style-type: none"> • Leisure centre • Cinema • Café • Video equipment • Portable stage • CCTV
--	---	--

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).

Not applicable.

<p>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of residential aged care facility and name of the approved provider: The Uniting Church in Australia Property Trust (Q)-NAPS ID 314 Chermshire Parkview, Emmaus Village, Cooper House, St Marks House.</p>
---	---

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 include:</p> <ul style="list-style-type: none"> • Operating the village for the benefit and enjoyment of residents. • Providing, operating and managing the community facilities. • Gardening and landscaping. • Managing security at the village. • Maintaining the emergency help system and/or safety equipment (if any). • Maintaining fire-fighting and protection equipment. • Maintaining and updating safety and emergency procedures for the village. • Cleaning, maintenance, repairs and replacements of and to the community facilities. • Maintenance, repairs and replacements of units and items in, on or attached to units (except where this is the responsibility of a resident). • Monitoring and eradicating pests (except where this is the responsibility of a resident). • Engaging necessary staff and contractors, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel. • Arranging for administrative, book-keeping, accounting and legal services as necessary for the operation of the village. • Maintaining any licences required in relation to the retirement village. • Paying the operating costs of the village. • Maintaining insurances relating to the village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate. • Complying with the <i>Retirement Villages Act 1999</i>. • Any other general services funded via a general services charges budget for a financial year.
<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>7.3 Does the retirement village operator provide government funded</p>	<p><input checked="" 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 18431)</p>

<p>home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</p>	<p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider:</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p> <p>Note from scheme operator: <i>Residents may choose to obtain home care services from the scheme operator, if they wish to do so.</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>If yes:</p> <ul style="list-style-type: none"> the security system details are: the security system is monitored between: 	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The leisure centre has an alarm based security system.</p> <p>The village has a mobile patrol security which patrols the village between the hours of 9.00 pm and 5.00 am 7 days per week.</p> <p>There is also CCTV.</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>Tunstall</p> <p>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> <ul style="list-style-type: none"> First aid kits are available at various points in the village. A defibrillator is located within the Leisure Centre

If you require further information please request this from the scheme operator.

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.

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	\$419,210 to \$531,000
	- Two bedrooms	\$487,190 to \$677,000
	- Three bedrooms	\$770,440 to \$870,000
	Other – Three bedroom villas	\$926,500 to \$985,000
	Full range of ingoing contributions for all unit types	\$419,210 to \$985,000
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 checked="" type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. <input checked="" type="checkbox"/> Advance payment of General Services Charge (charged one fortnight in advance) <input checked="" type="checkbox"/> Other costs: <ul style="list-style-type: none"> • Land Titles registration fees for a surrender of your lease and any other relevant dealings, and stamp duty (if any) 	

Part 10 – Ongoing Costs - costs while living in the retirement village

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

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

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
All units pay a flat rate	\$103.85 (one resident) \$113.82 (two residents)	\$57.42 (per apartment)

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2023/2024	\$101.20 to \$112.23	8.69 – 9.1%	\$55.22	8.98%
2022/2023	\$92.76 to \$103.26	6.39 to 7.53%	\$50.67	2.3%
2021/2022	\$87.19 to \$96.02	7.06 – 7.9%	\$49.53	13.99%

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"/> Water |
| <input type="checkbox"/> Home insurance (freehold units only) | <input checked="" type="checkbox"/> Telephone |
| <input checked="" type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Internet |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Pay TV |
| | <input checked="" type="checkbox"/> Other - Public liability insurance, workers' |

		compensation insurance and motor vehicle insurance – see item 16.1
--	--	--

<p>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?</p>	<p><input checked="" type="checkbox"/> Unit fixtures</p> <p><input checked="" type="checkbox"/> Unit fittings</p> <p><input checked="" type="checkbox"/> Unit appliances</p> <p><input type="checkbox"/> None</p> <p>Additional information</p> <p>Residents must:</p> <ul style="list-style-type: none"> • keep the unit well maintained, including by servicing the reverse-cycle air conditioner annually; • repair the dishwasher and clothes dryer (if provided); • replace light globes, remote controls, batteries, keys and other access devices; and • have pest control treatments carried out annually. <p>Further particulars are contained in the lease which is available from the operator on request.</p>
--	--

<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p> <p>If yes: provide details, including any charges for this service.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The operator can assist with arranging repairs and maintenance as needed and also provides a handyman service for smaller jobs. There is no charge for this service. This maintenance service is provided at the operator's sole discretion from time to time.</p>
--	--

Part 11 – Exit fees – when you leave the village

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

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><input checked="" type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other</p>
--	--

<p>Time period from date of occupation of unit to the</p>	<p>Exit fee calculation based on the ingoing contribution paid by the next resident of the unit.</p>
---	--

date the resident ceases to reside in the unit	
1 year	6% of the ingoing contribution paid by the next resident
2 years	12% of the ingoing contribution paid by the next resident
3 years	18% of the ingoing contribution paid by the next resident
4 years	24% of the ingoing contribution paid by the next resident
5 years	30% of the ingoing contribution paid by the next resident
10 years	30% of the ingoing contribution paid by the next resident
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 30% of the ingoing contribution paid by the next resident after 5 years of residence.</p> <p>The minimum exit fee is 6% of the ingoing contribution paid by the next resident, divided by 365 (for 1 day of residence).</p>	

11.2 What other exit costs do residents need to pay or contribute to?	<input checked="" type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: Land Titles registration fees for a surrender of your lease and any other relevant dealings, and stamp duty (if any)
--	---

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i> <ul style="list-style-type: none"> • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. <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>
---	--

12.2 Is the resident responsible for renovation of the unit	<input checked="" type="checkbox"/> Yes, all residents pay 50% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)
--	--

<p>when they leave the unit?</p>	<p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
---	--

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 checked="" type="checkbox"/> Yes, the resident's share of the capital gain is 50%</p> <p>the resident's share of the capital loss is 50%</p>
--	--

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>The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, plus the resident's share of any capital gain, subject to set-offs for the exit fee, the resident's share of any capital loss, and other amounts payable by the resident as set out in the resident's Lease.</p>
---	--

<p>14.2 When is the exit entitlement payable?</p>	<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>
--	---

<p>14.3 What is the turnover of units for sale in the village?</p>	<p>16 accommodation units were vacant as at the end of the last financial year (30 June 2024)</p>
---	---

	<p>27 accommodation units were resold during the last financial year (30 June 2024)</p> <p>3.8 months was the average length of time to sell a unit over the last three financial years (2023/24, 2022/23, 2021/22):</p> <ul style="list-style-type: none"> • 4 months was the average length of time to sell a unit during 2023/2024; • 3.5 months was the average length of time to sell a unit during 2022/2023; and • 4 months was the average length of time to sell a unit during 2021/2022.
--	---

Part 15 – Financial management of the village

<p>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</p>	General Services Charges Fund for the last 3 years			
	Financial Year	Deficit/ Surplus	Balance	Change from previous year
	2023/2024	\$52,170	\$54,740	\$52,170
	2022/2023	\$13,693	\$2,570	\$13,693
	2021/2022	(\$57,412)	(\$11,123)	(\$57,412)
	<p><i>Note from scheme operator: The updated financial information for financial year 2024/25 will be available in or before November 2025 once the funds have been audited in accordance with the Retirement Villages Act. The updated financial information will be available to residents on request once the audit has been completed.</i></p>			
	<p>Balance of General Services Charges Fund for last financial year OR last quarter if no full financial year available</p>			<p>\$54,740 (30/06/2024)</p>
	<p>Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available</p>			<p>\$1,232,084 (30/06/2024)</p>
<p>Balance of Capital Replacement Fund for the last financial year OR 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>\$1,840,720 (30/06/2024)</p> <p>The total contribution to the CRF is determined by the operator using the quantity surveyor’s report.</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.

16.1 Is the resident responsible for arranging any insurance cover?

If yes, the resident is responsible for these insurance policies:

Yes No

If yes, the resident is responsible for these insurance policies:

- contents insurance (for the resident's property in the unit)
- public liability insurance (for incidents occurring in the resident's unit)
- workers' compensation insurance (for the resident's employees or contractors)
- insurance for the resident's motor vehicle or mobility device

Part 17 – Living in the village

Trial or settling in period in the village

17.1 Does the village offer prospective residents a trial period or a settling in period in the village?

Yes No

Pets

17.2 Are residents allowed to keep pets?

If yes: specify any restrictions or conditions on pet ownership

Yes No

Residents of a villa may have a pet if the scheme operator gives its prior written consent. If consent is given, the resident must observe any conditions and the pet policy for the village. A copy of the pet policy is available for review upon request.

Visitors

17.3 Are there restrictions on visitors staying with residents or visiting?

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)

Yes No

Visitors may stay with a resident for up to 1 month (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent. The resident must stay in the unit at the same time as their visitor and must inform the scheme operator if a visitor stays overnight or for longer.

Residents intending for a visitor to stay in their unit must observe the Visitor Policy for the retirement village. A copy of the Visitor Policy is available for review upon request.

Village by-laws and village rules

17.4 Does the village have village by-laws?

Yes No

By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke 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 No

If yes: Rules may be made available on request

Resident input

17.6 Does the village have a residents committee established under the *Retirement Villages Act 1999*?

Yes No

By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.

You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.

Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?

No, village is not accredited

Yes, village is voluntarily accredited through Australian Retirement Village Accreditation Scheme Standards (ARVAS)

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

19.1 Does the village maintain a waiting list for entry?

Yes No

If yes,

- what is the fee to join the waiting list?

No fee

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take

a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

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

An example request form containing all the necessary information you must include in your request is available on the Department of 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/