

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

This form is effective from **November 2021**

ABN: 86 504 771 740



Name of village: Delamore 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 [www.delamoreretirement.com.au](http://www.delamoreretirement.com.au)
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

### Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract

- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://www.caxton.org.au) or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

### More information

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

**The information in this Village Comparison Document is correct as at 12<sup>th</sup> November 2021 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

<b>1.1 Retirement village location</b>	Retirement Village Name: Delamore Retirement Community  Street Address: 115 Turner Road,  Suburb: Kedron      State: Qld      Post Code: 4031
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: The Institute of the Missionary Franciscan Sisters of the Immaculate Conception  Australian Company Number (ABN): 72 698 974 815  Address: 115 Turner Road  Suburb: Kedron      State: Qld      Post Code: 4031
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator)  The Institute of the Missionary Franciscan Sisters of the Immaculate Conception  Australian Company Number (ABN): 72 698 974 815  Address: 115 Turner Road,

	<p>Suburb: Kedron    State: Qld    Post Code: 4031</p> <p>Date entity became operator: April 1990</p>
<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details</p> <p>The Institute of the Missionary Franciscan Sisters of the Immaculate Conception</p> <p>Australian Company Number (ABN) 72 698 974 815</p> <p>Phone: 07 3357 7028    Email: manager@delamoreretirement.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays: 9am – 5pm.</p> <p>Weekends: A carer may be on site on the weekends.</p>
<p><b>1.5 Approved closure plan or transition plan for the retirement village</b></p>	<p>Is there an approved transition plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Short description for the transition plan <i>[Note: Delete if this does not apply]</i></p> <p>.....</p> <p>.....</p> <p>Declaration date for the transition plan <i>[Note: Delete if this does not apply]</i></p> <p>.....</p> <p><i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Short description for the closure plan <i>[Note: Delete if this does not apply]</i></p> <p>.....</p> <p>.....</p> <p>Declaration date for the closure plan <i>[Note: Delete if this does not apply]</i></p> <p>.....</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>

<b>1.6 Statutory Charge over retirement village land.</b>	<p><i>Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.</i></p> <p><i>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p>.....</p>
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**Part 2 – Age limits**

<b>2.1 What age limits apply to residents in this village?</b>	Over 65 years of age
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**ACCOMMODATION, FACILITIES AND SERVICES**

**Part 3 – Accommodation units: Nature of ownership or tenure**

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<input type="checkbox"/> Freehold (owner resident) <input type="checkbox"/> Lease (non-owner resident) <input checked="" type="checkbox"/> Licence (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 type="checkbox"/> Other
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**Accommodation types**

<b>3.2 Number of units by accommodation type and tenure</b>	There are 46 units and 18 serviced apartments in the village, comprising 3 single story units; 43 units in multi-story building with 2/3 levels, and 18 serviced apartments in 2 levels.
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Accommodation unit	Freehold	Leasehold	Licence	Other [name]
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Independent living units			46	
- Studio				
- One bedroom			9	
- Two bedroom			31	
- Three bedroom			6	
Serviced units				
- Studio			16	
- One bedroom			2	
- Two bedroom				
- Three bedroom				
Other [specify]				
Total number of units			64	

### 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  some units
- Other key features in the units or village that cater for people with disability or assist residents to age in place
  - Ramps, lifts, grab bars in corridors and bathrooms

### Part 4 – Parking for residents and visitors

#### 4.1 What car parking in the village is available for residents?

- Some units with own garage or carport attached or adjacent to the unit
- Some serviced apartments and independent living units with own garage or carport separate from the unit.
- General car parking for residents in the village

Restrictions on resident's car parking include: Lockup garage/carport is an optional extra. 13 garages and 8 carports.

<p><b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>General visitor parking is available on the premises. Visitors are subject to the same behavioural obligations as residents. Without limitation, residents and visitors must not park any motor vehicle, motor cycle, trailer, boat etc on any part of the retirement village other than an area set aside by the scheme operator for that purpose and for the specific use of residents. (of or by?) . Also, the village operator reserves the right to impose restrictions in the course of administering the village</p>
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**Part 5 – Planning and development**

<p><b>5.1 Is construction or development of the village complete?</b></p>	<p>Year village construction started 1990</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>
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<p><b>5.2 Construction, development applications and development approvals</b> Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</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>Nil</p>
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<p><b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b></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 residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</i></p> <p><b>Note:</b> see notice at end of document regarding inspection of the development approval documents.</p>
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**Part 6 – Facilities onsite at the village**

<p><b>6.1 The following facilities are currently available to residents:</b></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"/> Medical consultation room</p> <p><input type="checkbox"/> Restaurant</p>
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	<input type="checkbox"/> Auditorium <input type="checkbox"/> BBQ area outdoors <input checked="" type="checkbox"/> Billiards room <input type="checkbox"/> Bowling green [indoor/outdoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input checked="" type="checkbox"/> Chapel / prayer room <input checked="" type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input checked="" type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input checked="" type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Shop <input type="checkbox"/> Swimming pool [indoor / outdoor] [heated / not heated] <input type="checkbox"/> Separate lounge in community centre <input checked="" type="checkbox"/> Spa [indoor/heated] <input type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other <ul style="list-style-type: none"> <li>• Computer access is available in the library</li> <li>• Emergency call system in all units and apartments and community areas</li> </ul>
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

Not applicable

<b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**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

<b>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</b>	<p>The total operating costs are the total of all outgoings, costs and expenses of the village operator, including any GST payable by or to the village operator, in connection with the ownership, operation, management and administration of the village and the retirement</p>
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village scheme. The total operating costs may include but are not limited to the following:

- a) All rates and taxes (to the extent they are not prohibited at law from recovery from the resident), charges, assessments, duties, impositions and fees levied, assessed or charged by any public municipal, governmental or semi-governmental agency in respect of the village (excluding GST):
- b) All communal charges for water, gas, oil, electricity, telecommunications, sewerage, waste disposal and other services supplied to the village and for the maintenance and repair of all electrical, plumbing, filtration, sewerage and other installations located in the village.
- c) All insurance premiums and excesses payable by the village operator in respect of the village against such risks as the village operator deems necessary or desirable from time to time, including but not limited to public risk and liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion.
- d) The costs of all services provided to residents of the village by the village operator, or any manager, caretaker, employee or independent contractor employed or engaged by the village operator, including but not limited to pastoral care.
- e) The costs of minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the village in good order and condition, including provision at the discretion of the village operator for future contingencies.
- f) The costs of cleaning, housekeeping and day to day maintenance of the exterior of all units in the village and the interior and exterior of all buildings and other improvements in common use by the residents of the village.
- g) The costs of the day-to-day maintenance and caretaking of the gardens, landscaped areas, lawns, pathways, roads and other parts of the community facilities.
- h) The costs of the control and eradication of pests in the community facilities.
- i) The costs of the day-to-day maintenance, testing and monitoring of firefighting and protection equipment installed in the village, including sprinkler systems, hydrants, fire extinguishers and smoke detectors.
- j) The costs of day-to-day maintenance, monitoring and responding to any emergency alarm system and the other security services and emergency care services provided to residents of the village.
- k) The outgoings, costs and expenses in respect of the operation and day to day maintenance of motor vehicles, machinery and any bus used in the operation of the village or to provide transport services to residents of the village, including but not limited to insurance, registration, servicing, oil, petrol and the salaries and wages paid to drivers.
- l) All payments made to or in respect of any manager, caretaker, employee or independent contractor employed or engaged by the village operator in connection with the village or the scheme including but not limited to wages and salaries, superannuation



	<p>contributions, sick leave, holiday leave, long service leave, payroll processing, payroll tax, workers' compensation insurance premiums and other statutory taxes and charges.</p> <p>m) Expenditure incurred in carrying on the business and operations of the operator that relates to the operating, marketing, management or administration of the village, including but not limited to trade subscriptions, licence fees and consumable items such as stationery and computer consumables.</p> <p>n) The costs of management, secretarial, legal (except for legal costs incurred by the village operator in relation to a retirement village issue), audit book-keeping, IT, recruitment, accounting and banking services provided in connection with the village.</p> <p>o) Interest on borrowings by the village operator in connection with the operation, management and administration of the village.</p> <p>p) The costs of complying with the requirements of any government or statutory authority in connection with the operation, management and administration of the village.</p> <p>q) The fees of any auditor engaged to resolve any dispute between the operator and the resident in respect of the reasonableness or fairness of the calculation of the General Services Charge.</p> <p>r) Any items of expenditure carried forward from any previous accounting period; and</p> <p>s) Any other expenditure properly incurred in respect of the operation, management or administration of the village, but excluding amounts payable:</p> <ul style="list-style-type: none"> <li>• Directly by residents under their residence contracts of the Act;</li> <li>• For or towards the direct costs of providing personal services to residents of the village;</li> <li>• For or towards maintaining and repairing the village's capital items that are properly payable out of the Maintenance Reserve Fund;</li> <li>• For or towards replacing the village's capital items that are properly payable out of the Capital Replacement Fund;</li> <li>• For or towards costs awarded by QCAT against the operator;</li> <li>• For or towards the operator's legal costs with respect to a village dispute.</li> </ul>
<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Personal Care: \$25 per ½ hour</p> <p>Laundry: \$25 per ½ hour</p> <p>Main meal: \$14.80   Evening meal: \$7.00   Breakfast: \$5.60</p>
<p><b>7.3 Does the retirement village operator provide government funded home care services</b></p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number .....)</p>

<p><b>under the Aged Care Act 1997 (Cwth)?</b></p>	<p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider</p> <p>.....</p> <p><input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
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**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><b>8.1 Does the village have a security system?</b></p> <p>If yes:</p> <ul style="list-style-type: none"> <li>the security system details are:</li> </ul> <p>the security system is monitored between:</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Back to base system, monitored by Threat Protect. Motion sensors within Delamore House. Security cameras installed in and around Delamore House and the Serviced Apartments block.</p> <p>Threat Protect - 5pm and 9am, 7 days per week.</p>
<p><b>8.2 Does the village have an emergency help system?</b></p> <p>If yes or optional:</p> <ul style="list-style-type: none"> <li>the emergency help system details are:</li> </ul> <p>The emergency help system is monitored between:</p>	<p><input checked="" type="checkbox"/> Yes - all residents      <input type="checkbox"/> Optional      <input type="checkbox"/> No</p> <p>Tunstall back to base emergency call system with pendants provided</p> <p>24 hours per day, 7 days per week.</p>
<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b></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>From time to time the operator may have a first aid kit and a wheelchair available, however this is at the sole discretion of the operator.</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.*

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>
	Independent living units	
	- Studio	
	- One bedroom	\$290,000 to \$340,000
	- Two bedrooms	\$ 350,000 to \$420,000
	- Three bedrooms	\$425,000 to \$470,000
	Serviced units	
	- Studio	\$85,000 to \$145,000
	- One bedroom	\$170,000 to \$210,000
	- Two bedrooms	\$ ..... to \$.....
	- Three bedrooms	\$ ..... to \$.....
	Other <i>[specify]</i>	\$ ..... to \$.....
<b>Full range of ingoing contributions for all unit types</b>	<b>\$85,000 to \$470,000</b>	

**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?**

Transfer or stamp duty

Costs related to your residence contract: \$825.00 (including GST)

Costs related to any other contract e.g.  Advance payment of General Services Charge

Other costs

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

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

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

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	\$	\$
- One bedroom – single occupancy	\$99.49	\$34.02
- One bedroom – double occupancy	\$156.84	\$34.02
- Two bedrooms – single occupancy	\$113.24	\$34.02
- Two bedrooms – double occupancy	\$169.96	\$34.02
- Three bedrooms – single occupancy	118.95	\$34.02
- Three bedrooms – double occupancy	\$175.76	\$34.02
Serviced Units		
- Studio	\$424.72	\$34.02
- One bedroom	\$424.72	\$34.02
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$

**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 -)
2019/2020	\$128.20 to \$440.49	+2.95%	\$28.67	-2.88%
2020/2021	\$100.71 to \$419.26	-21.44%	\$30.05	+4.81
2021/2022	\$99.49 to \$424.72	-1.2%	\$34.02	+13.3%

**10.2 What costs relating to the units are not covered by the General Services**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Contents insurance        | <input type="checkbox"/> Water                |
| <input type="checkbox"/> Home insurance (freehold units only) | <input checked="" type="checkbox"/> Telephone |

<b>Charge? (residents will need to pay these costs separately)</b>	<input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other
<b>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?</b>	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None  Additional information  Residents must, at their own expense, maintain the interior of the apartment, all fixtures and fittings therein, the immediate surrounds of the apartment, all external blinds/awnings and all fixtures, fittings, furniture, furnishings, equipment, appliances and other property in the unit/apartment belonging to the village operator or the resident in good order and repair, and replace those items if they are worn out or cannot reasonably be repaired (including, for example, day-to-day maintenance, replacing broken light bulbs, heating elements and smoke detector batteries, carpet cleaning and repairing).  The operator remains solely responsible for the costs of the retirement village's capital improvements including the capital improvement of the retirement village's communal facilities owned by the operator. The resident is not required to contribute towards these costs except if the resident gives the operator a written request for a particular capital improvement to the resident's unit and the operator agrees to make the capital improvement in which case the resident is solely responsible for the cost of that capital improvement.  Residents must, at their expense, repair or replace any fixtures, fittings, furniture, furnishings, equipment, appliances and other property in, or attached to the unit/apartment belonging to the village operator that is damaged by the resident (or any agent, contractor, licensee, invitee or visitor of the resident) or subjected to accelerated wear due to the act, omission, negligence or default of the resident (or any agent, contractor, licensee, invitee or visitor of the resident).  Residents must, at their expense, keep the unit/apartment, including its exterior and surrounds, clean and free from rubbish, vermin, white ants, insects and pests, including by cleaning windows, removing cobwebs and sweeping patios.  The resident may elect, with the village operator's consent, to maintain one or more garden beds within the village (usually located around the perimeter of the resident's unit/apartment). The resident may notify the village operator at any time that the resident no longer wishes to maintain the garden bed, in which case the village operator will assume that responsibility.  If the resident's unit/apartment contains an outdoor blind, the resident must, at the resident's expense, at all times keep the outdoor blind on the balcony in	

	good order and condition, including by repairing and maintaining the same and (if the blind is worn out or cannot reasonably be repaired), replacing it.
<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b> If yes: provide details, including any charges for this service.</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Once notified, the scheme operator may arrange an external tradesperson to attend to the maintenance issue and the resident pays the tradesperson directly.</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><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b>  If yes: list all exit fee options that may apply to new contracts</p>	<p><input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula  <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  <input type="checkbox"/> No exit fee  <input type="checkbox"/> Other</p> <p>The minimum exit fee is 5.5% of the ingoing contribution which is calculated on a pro rata basis for periods of less than 1 year.  The maximum exit fee is 35% of the ingoing contribution</p>
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Time period from date of occupation of unit to the date the resident ceases to reside in the unit.	Exit fee calculation based on
1 year	5.5% of your ingoing contribution
2 years	11% of your ingoing contribution
5 years	27.5% of your ingoing contribution
10 years	35% of your ingoing contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 35% of the ingoing contribution after 8 years of residence.</p> <p>The minimum exit fee is 5.5% of ingoing contribution pro rata for periods of less than 1 year</p>	

<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input type="checkbox"/> Sale costs for the unit <input type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: Termination Administration Costs (currently \$250.00) meaning the costs of, and incidental to, termination of the residence contract. This does not include any costs for the valuation report which if required, the costs will be shared with the resident in the proportion of the resident and the operator shares in the capita gain/loss.
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**Part 12 – Reinstatement and renovation of the unit**

<b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i> <ul style="list-style-type: none"> <li>• fair wear and tear; and</li> <li>• renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> Yes, all residents pay 30% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit) <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 <input type="checkbox"/> No  <i>Renovation means replacements or repairs other than reinstatement work.</i>  <p>By law, the operator is responsible for the cost of any renovation work on a former resident’s unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident’s interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
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## Part 13– Capital gain or losses

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

Yes, the resident's share of the **capital gain** is 30%  
the resident's share of the **capital loss** is 30%

## Part 14 – Exit entitlement or buyback of freehold units

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

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

Resident's ingoing contribution

**Plus** 30% of any Capital Gain

**Less** 30% of any Capital Loss

**Less** the Exit fee

**Less** the Resident's share of any costs associated with Reinstatement Work, calculated in accordance with Clause 12.1;

**Less** the Resident's share of any costs associated with the Renovation Work that the Resident must pay in accordance with Clause 12.2;

**Less** any outstanding General Service Charges (including Maintenance Reserve Fund contributions) or other charges payable by the Resident to the Institute under the Residence Contract, the *Retirement Villages Act 1999* or any other agreement between the Institute and the Resident relating to the Resident's residence in and use of Delamore and/or the provision of goods or services to the Resident.

*If the calculation of the Resident's Exit Entitlement produces a negative amount, the Resident must pay the net amount to the Institute, on demand.*

**14.2 When is the exit entitlement payable?**

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

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

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



<b>14.3 What is the turnover of units for sale in the village?</b>	<p>3 accommodation units were vacant as at the end of the last financial year</p> <p>5 accommodation units were resold during the last financial year</p> <p>6 months was the average length of time to sell a unit over the last three financial years</p>
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**Part 15 – Financial management of the village**

<b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b>	<b>General Services Charges Fund</b> for the last 3 years			
	Financial Year	Deficit/Surplus	Balance	Change from previous year
	2018/2019	(\$21,565)	\$646,475	+1.9%
	2019/2020	(\$3,119)	\$644,000	+ .38%%
	2020/2021	\$86,105	\$648,739	+ .74%
	Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$131,721
	Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$161,508.
	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available  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.			5%
OR <input type="checkbox"/> the village is not yet operating.				

**Part 16 – Insurance**

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

**16.1 Is the resident responsible for arranging any insurance cover?**

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

Yes  No

- Your property in your Unit/Apartment
- For public liability claims brought as a result of any incident occurring in your Unit/Apartment; and
- For workers compensation claims brought by any employee or contractor that you engage to carry out work or provide services in the Unit/Apartment

**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

A small bird or fish is permitted. No cats or dogs are permitted.

***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

You must register all guests who stay overnight or longer at the unit/apartment, at the administrative office of the Village.

With our prior approval you may:

- Have guests stay in the unit for four (4) or more nights in any period of four weeks.
- Allow a visitor to use the unit if you are not staying there at the same time
- Have more than four (4) guests stay overnight in the unit on any one night.

If we consent to a visitor staying in the unit for any period of time then we can revoke that consent at any time in our absolute discretion.

***Village by-laws and village rules***

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

<p><b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b></p>	<p><input 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><b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b></p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:</p>
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**Note:** Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

**Part 19 – Waiting list**

<p><b>19.1 Does the village maintain a waiting list for entry?</b></p> <p>If yes,</p> <ul style="list-style-type: none"> <li>what is the fee to join the waiting list?</li> </ul>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> No fee</p>
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**Access to documents**

**The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with**

**the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).**

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

*An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.*

## Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

## General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)  
For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/seniorsliving](http://www.qld.gov.au/seniorsliving)

## Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

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

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

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

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

Caxton Legal Centre Inc.  
1 Manning Street, South Brisbane, QLD 4101  
Phone: 07 3214 6333  
Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)  
Website: [www.caxton.org.au](http://www.caxton.org.au)

### **Department of Human Services (Australian Government)**

Information on planning for retirement and how moving into a retirement village can affect your pension  
Phone: 132 300  
Website: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](http://www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement)

### **Seniors Legal and Support Service**

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.  
Caxton Legal Centre Inc.  
1 Manning Street, South Brisbane, QLD 4101  
Phone: 07 3214 6333  
Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)  
Website: <https://caxton.org.au>

### **Queensland Law Society**

Find a solicitor  
Law Society House  
179 Ann Street, Brisbane, QLD 4000  
Phone: 1300 367 757  
Email: [info@qls.com.au](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://www.qls.com.au)

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### **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.  
GPO Box 1639, Brisbane, QLD 4001  
Phone: 1300 753 228  
Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

### **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.  
Phone: 07 3006 2518  
Toll free: 1800 017 288  
Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

### **Livable Housing Australia (LHA)**

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

Website: [www.livablehousingaustralia.org.au/](http://www.livablehousingaustralia.org.au/)