Retirement Villages Act 1999 • Section 74 • Form 3 • V9 • December 2022

# Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

## Name of village: BRODRIBB RETIREMENT VILLAGE

## 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.

Form 3

- 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.brodhome.org.au.
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

## Notice for prospective residents

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

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

ABN: 86 504 771 740

#### 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 03 September 2024 and applies to prospective residents.

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

Part 1 – Operator and management details		
1.1 Retirement village location	Retirement Village Name: Brodribb Retirement Village Street Address: 8 Brodribb Street Suburb: Toowoomba City State: Qld Post Code: 4350	
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Brodribb Home Incorporated Australian Business Number (ABN): 17976113930 Address: 13 Goggs Street Suburb: Toowoomba City State: Qld Post Code: 4350	
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Brodribb Home Incorporated Australian Business Number (ABN): 17976113930 Address: 13 Goggs Street Suburb: Toowoomba City State: Qld Post Code: 4350 Date entity became operator: 01/07/2000	
1.4 Village management and onsite availability	Name of village management entity and contact details: Brodribb Home Inc. trading as Brodribb At Home Australian Business Number (ABN) : 17976113930 Phone (070 4602 0290 Email: homecareadmin@brodhome.org.au	

An onsite manager (or representative) is available to residents: Full time Onsite availability includes: Weekdays: 8.00am to 4.30pm Weekends:	
Onsite availability includes: Weekdays: 8.00am to 4.30pm	
Weekdays: 8.00am to 4.30pm	
Weekdays: 8.00am to 4.30pm	
<b>1.5 Approved closure</b> Is there an approved transition plan for the village?	
plan or transition plan	
village Is there an approved closure plan for the village?	
□ Yes ⊠ No	
<b>1.6 Statutory Charge</b> Tenure in a leasehold or freehold scheme is secured by the registrati	on
over retirement village of your interest on the certificate of title for the property. There is no	-
land. statutory charge registered over leasehold schemes and freehold schemes.	
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.	
Is a statutory charge registered on the certificate of title for the	
retirement village land?	
⊠ Yes □ No	
If yes, provide details of the registered statutory charge	
No. 702495304	
100.702495304	
Part 2 – Age limits	
2.1 What age limits apply to residents in 65 years or older	
apply to residents in     65 years or older       this village?	

ACCOMMODATION, FA	CILITIES AND	SERVICES		
Part 3 – Accommodatio	n units: Nature	of ownership or	tenure	
3.1 Resident		-	tenure	
ownership or tenure of	Freehold (owner resident)			
the units in the village	Lease (nor	n-owner resident)		
is:	🛛 🖾 Licence (n	on-owner residen	t)	
	Share in co	ompany title entity	(non-owner resid	ent)
		trust (non-owner	,	,
		,	residenty	
	, i	n-owner resident)		
	Other [spe	cify]		
Accommodation types				
3.2 Number of units by				
accommodation type	There are 34 ι	units in the village	, comprising 22 sir	ngle story units; 12
and tenure	units in multi-s	tory building with	3 levels	
Accommodation Unit	Freehold	Leasehold	Licence	Other [name]
Independent living				
units				
Studio - One bedroom			12	
- Two bedrooms			12	
- Three bedrooms			7	
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other [specify]				
Total number of units			34	
Access and design				
Access and design				
3.3 What disability				all areas of the unit
access and design	(i.e. no externa	al or internal steps	s or stairs) in $\boxtimes$ so	ome units
features do the units and the village	⊠ Alternativel	y, a ramp, elevato	or or lift allows entr	y into 🛛 some units
contain?	$\boxtimes$ Step-free (hobless) shower in $\boxtimes$ some units			
[Note: Delete either	Width of do	orwave allow for y	wheelchair accord	in 🛛 all unite
<i>'all' or 'some' which ever does not apply]</i>	$\boxtimes$ Width of doorways allow for wheelchair access in $\boxtimes$ all units			
	oxtimes Toilet is accessible in a wheelchair in $oxtimes$ some units			
	☑ Other key features in the units or village that cater for people disability or assist residents to age in place			ter for people with
	□ None	r emergency phone	50	

Part 4 – Parking for resid	dents and visitors
4.1 What car parking in the village is available for residents?	<ul> <li>Some units with own garage or carport attached or adjacent to the unit</li> <li>19 units with no car parking for residents</li> <li>Restrictions on resident's car parking include:</li> <li>Residents are only permitted to park in the garages attached to their units.</li> </ul>
<b>4.2 Is parking in the village available for visitors?</b> <i>[Note: Delete if this does not apply]</i> If yes, parking restrictions include <i>e.g. time limit, swipe card/code; [or are available on request]</i>	☑ Yes □ No Parking restrictions include time limits as signed
Part 5 – Planning and de	evelopment
5.1 Is construction or development of the village complete?	Year village construction started 1996 ⊠ Fully developed / completed □ Partially developed / completed □ Construction yet to commence
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	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>
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> ?  ☐ Yes ⊠ No  The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents)

	<i>meeting) or by the Department of Communities, Housing and Digital Economy.</i> <b>Note:</b> see notice at end of document regarding inspection of the development approval documents.			
Part 6 – Facilities onsite				
6.1 The following facilities are currently available to residents:	<ul> <li>Activities or games room</li> <li>Arts and crafts room</li> </ul>	<ul> <li>Medical consultation room</li> <li>Restaurant</li> </ul>		
	Auditorium	□ Shop		
	BBQ area outdoors	Swimming pool [indoor / outdoor]		
	☐ Billiards room	[heated / not heated]		
	Bowling green [indoor/outdoor]	Separate lounge in community centre		
	Business centre (e.g. computers, printers, internet	Spa [indoor / outdoor] [heated / not heated		
		$\Box$ Storage area for boats / caravans		
	Chapel / prayer room	Tennis court [full/half]		
	$\boxtimes$ Community room or centre	□ Village bus or transport		
		<ul> <li>Workshop</li> <li>Other [specify]</li> </ul>		
	⊠ Gardens			
	Hairdressing or beauty			
	🛛 Library			
Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).				
Coffee shop, hairdresser & beautician may be accessible in co-located Residential Aged Care Facility. However such accessibility may be limited at the facilities' discretion, for example during a pandemic. Please note that planned renovations may caused closures of some or all of these facilities during part of 2024/25.				
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	Yes No Name of residential aged care fa provider The Brodribb Home, Brodribb Home			

<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 paid by residents)?	Management and administration Regular activities in Community Centre (may be limited at certain times at Management's discretion – for example during a pandemic). Care coordinator 24 hour emergency phone Maintenance & upkeep of all common areas	
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<ul> <li>Yes No</li> <li>Domestic, personal care and nursing services</li> <li>Costs will depend on the nature and frequency of services provided. A separate agreement will be entered into for personal services.</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 153)</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> </ul>	
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 <i>Aged Care Act 1997 (Cwth)</i> . These home care services are not covered by the <i>Retirement Villages Act 1999</i> (Qld). Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.		

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Part 8 – Security and emergency systems		
8.1 Does the village have a security system? [Note: Delete the following if this does not	🛛 Yes 🗌 No	
<ul> <li>apply]</li> <li>If yes:</li> <li>the security system details are:</li> </ul>	Gates to Village are locked at night Night patrols by security company	
<ul> <li>the security system is monitored between:</li> </ul>	days per week.	
8.2 Does the village have an emergency help system?	$ imes$ Yes - all residents $ extsf{Optional}$ $ extsf{Optional}$ No	
<ul> <li>[Note: Delete the following if this does not apply]</li> <li>If yes or optional:</li> <li>the emergency help system details are:</li> </ul>	24 hour Emergency Phone (uses mobile sim card) monitored by Tunstall are provided in all units.	
<ul> <li>the emergency help system is monitored between:</li> </ul>	24 hours per day 7 days per week.	
8.3 Does the village have equipment that provides for the safety or medical emergency of residents? [Note: Delete the following if this does not apply] If yes, list or provide details e.g. first aid kit,	Yes INO First Aid Kit in Community Centre Grab rails & height adjustable shower roses in showers Emergency Phone System	
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.

recurring fees.		T
9.1 What is the	Accommodation Unit	Range of ingoing contribution
estimated ingoing	Independent living units	
contribution (sale price) range for all	- Studio	\$ to \$
types of units in the	- One bedroom	\$ 275,000 to \$ 275,000
village	- Two bedrooms	\$ 375,000 to \$420,000
	- Three bedrooms	\$ 440,000 to \$500,000
	Serviced units	
	- Studio	\$ to \$
	- One bedroom	\$ to \$
	- Two bedrooms	\$ to \$
	- Three bedrooms	\$ to \$
	Other [specify]	\$ to \$
	Full range of ingoing contributions for all unit types	\$ 275,000 to \$ 500,000
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? [Note: Delete the following if this does not apply] If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	✓ Yes □ No Brodribb Retirement Village of Option 1 – Standard Option The resident pays an ingoing Contribution by the commence the Standard Exit Fee until the leaves the village, the exit fee contribution. See Part 11 for of Option 2 – Customised Option This option enables you and E Residence Contract with terms which may be customised to s we may consider varying inclu	

<ul> <li>9.3 What other entry costs do residents need to pay?</li> <li>□ Transfer or stamp duty</li> <li>□ Costs related to your residence contract \$100</li> <li>□ Costs related to any other contract e.g</li></ul>							
financial yea Maintenance <b>Note:</b> The fe	ar and these a e Reserve Fu ollowing ongo	mounts can nd is determ ing costs are	Charge and the lincrease each ye ined by the operation of the operation of the operation of the billing period for	ear. <sup>-</sup> ator u ekly	The a using amou	mount to be he a quantity surv ints to help you	eld in the eyor's report. I compare the
contributionType of UnitGet[Note: Delete all types ofEx		<b>Genera</b> Excludir	of General Services Charge and Maintenance Reserve FundGeneral Services Charge Excluding Maintenance Reserve Fund Contribution (weekly)Maintenance Reserve F contribution (weekly)				
All units pa	y a flat rate	\$ 102.2	0			\$ 25.34	
Last three ye Financial year 2023/24 2022/23 2021/22	Charge (range) (excluding MRF) (weekly)           23/24         \$ 96.39           22/23         \$ 85.47		Overall % change from previous year 12.78 % 5.99 %	Ma Re co (w) \$ 2 \$ 2	Maintenance Reserve Fund contribution (range) weekly) 27.51		Overall % change from previous year (+ or -) 28.85 % 8.54 %
10.2 What costs relating to the units are not covered by the General Services⊠ Cont □ Home units onl		Home in units only)	isurance (freehold 🛛 Te		.67 2.18 % ☐ Water ⊠ Telephone ⊠ Internet ⊠ Pay TV ☐ Other[specify]		

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?	<ul> <li>Unit fixtures</li> <li>Unit fittings</li> <li>Unit appliances</li> <li>None</li> <li>Additional information Note: The resident is not responsible for the maintenance or replacement of hot water systems.</li> </ul>
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? [Note: Delete the following if this does not apply] If yes: provide details, including any charges for this service.	✓ Yes □ No Village Maintenance staff are able to do minor maintenance and will arrange for tradesmen to do other maintenance as required. Costs will depend on service provided.
	ay an exit fee to the operator when they leave their unit or when the right Id. This is also referred to as a 'deferred management fee' (DMF). □ Yes – all residents pay an exit fee calculated using the same formula ⊠ Yes – all new residents pay an exit fee but the way this is worked
their unit? [Note: Delete the following if does not apply] If yes: list all exit fee options that may apply to new contracts	<ul> <li>a res – all new residents pay all exit ree but the way this is worked out may vary depending on each resident's residence contract</li> <li>No exit fee</li> <li>Other [specify]</li> <li>When you leave your accommodation unit an exit fee will be payable.</li> <li>The Options are summarised over the page:</li> </ul>
[If multiple options apply, exit fee table should be repeated for each option]	

#### STANDARD OPTION

#### Standard Exit Fee

Our Standard Exit fee is 6% of the Ingoing Contribution per year for the first 6 years, calculated on a daily basis.

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on your ingoing contribution.
1 year	6 % of your ingoing contribution
2 years	12 % of your ingoing contribution
5 years	30 % of your ingoing contribution
10 years	36 % of your ingoing contribution

#### **CUSTOMISED OPTION**

This option enables you and Brodribb Retirement Village to enter into a Residence Contract on terms which are similar to the Standard Option but which are customised to suit your particular circumstances.

Under this option:

- (a) you will pay an ingoing contribution;
- (b) the exit fee will be calculated as a percentage of the Ingoing Contribution that you pay (the Exit Fee Percentage)
- (c) the Exit Fee Percentage will be calculated on a daily basis and will increase for each day until you leave the village but the Exit Fee Percentage will only accumulate to the maximum agreed by you and Brodribb Retirement Village in your customised contract;
- (d) your Ingoing Contribution and your Exit Fee will be as agreed by you and Brodribb Retirement Village in your customised contract; and
- (e) if this option applies, the Exit Fee will be the amount calculated in accordance with your customised contract.

**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 for the Standard Licence is 36% of the ingoing contribution after 6 years of residence. The maximum (or capped) possible exit fee for the Customised Licence is 96% after 6 years.

The minimum exit fee is 0.165% for the Standard Licence and may be less for the Customised Licence depending on terms negotiated.

11.2 What other exit costs do residents	□ Sale costs for the unit
need to pay or contribute to?	Legal costs
	Other costs - Termination Administration Cost of \$2,000
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</li> <li>No</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> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> <li>Fair wear and tear include 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.</li> <li>Entry and exit inspections and reports are undertaken by the operator</li> </ul>
	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?	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
	Renovation means replacements or repairs other than reinstatement work. By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

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 <i>gain</i> or capital <i>loss</i> on the resale of their unit?	<ul> <li>□ Yes, the resident's share of the the resident's share of the OR is based on a formula</li> <li>□ Optional - residents can elect to share in a capital gain or loss option</li> <li>the resident's share of the the resident's share of the Capital gain is</li></ul>
	🖾 No
Part 14 – Exit entitlemer	nt
residence contract after the	amount the operator may be required to pay the former resident under a he right to reside is terminated and the former resident has left the unit.
14.1 How is the exit entitlement which the	Exit entitlement =
operator will pay the resident worked out?	Your Ingoing Contribution
	Less Exit Fee
	Less Termination Administration Cost
	Less Any Applicable Reinstatement Costs (refer 12.1)
	Less Any General services charges outstanding
	Less Any Maintenance Reserve Fund Fees outstanding
	Less Any Personal Service Charges outstanding
14.2 When is the exit entitlement payable?	<ul> <li>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</li> <li>the day stated in the residence contract which is 9 months after the termination of the residence contract</li> <li>14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>18 months after the termination date of the resident's right to reside</li> </ul>
	<ul> <li>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).</li> <li>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.</li> </ul>

14.3 What is the turnover of units for sale in the village?	0 accommodation unit was vacant as at the end of the last financial year			
	6 accommoda	ation units were	e resold during the last final	ncial year
	3.86 months v three financial		e length of time to sell a un	it over the last
Part 15– Financial mana				
15.1 What is the	General Services Charges Fund for the last 3 years			
financial status for the funds that the operator	Financial Year	Deficit/ Surplus	Balance	Change from previous year
is required to maintain under the <i>Retirement</i>	2022/23	\$ 3	\$0.00	0%
Villages Act 1999?	2022/23	\$ -0	\$0.00	0%
	2021/22	\$ -25	\$0.00	%
			es Charges Fund for last er if no full financial year	\$ 3
	Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$ 40,523
	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available			\$ 110,922
	-	of a resident in eplacement Fi	going contribution applied to und	o 7 %
	contribution, report, to the	as determined Capital Repla	ntage of a resident's ingoing by a quantity surveyor's cement Fund. This fund is le's capital items.	3
	OR I the vi	llage is not yet	operating.	
Part 16 – Insurance				
<ul> <li>The village operator must take out general insurance, to full replacement value, for the retirement village, including for:</li> <li>communal facilities; and</li> <li>the accommodation units, other than accommodation units owned by residents.</li> </ul>				
Residents contribute towards the cost of this insurance as part of the General Services Charge.				
16.1 Is the resident responsible for arranging any	⊠ Yes □	No		

arranging any insurance cover?	⊠ Yes ∟ No
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If yes, the resident is responsible for these insurance policies:	If yes, the resident is responsible for these insurance policies: Contents of their unit only
Part 17 – Living in the v	illage
Trial or settling in period 17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	d in the village □ Yes ⊠ No
Pets	
<b>17.2 Are residents</b> <b>allowed to keep pets?</b> [Note: Delete the following if this does not apply] If yes: specify any restrictions or conditions on pet ownership	Yes INO All pets are subject to approval by the scheme operator. Limit of one cat or dog per unit.
Visitors 17.3 Are there	
restrictions on visitors staying with residents or visiting? [Note: Delete the following if this does not apply] If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	Yes INO Except for temporary visits of less than one (1) month in any twelve (12) month period, consent must be obtained from the Scheme Operator. In addition the Resident must ensure that visitors comply with the matters contained in Residential Agreement of the Village and do not interfere with the rights and enjoyment of other residents of the Village.
Village by-laws and villa 17.4 Does the village	
have village by-laws?	<ul> <li>☐ Yes ⊠ No</li> <li>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.</li> <li>Note: See notice at end of document regarding inspection of village by-laws</li> </ul>
have other rules for the village.	<ul> <li>☐ Yes ⊠ No</li> <li>If yes: Rules may be made available on request</li> </ul>

Posidont input			
Resident input 17.6 Does the village have a residents committee established under the <i>Retirement</i> <i>Villages Act</i> 1999?	<ul> <li>Yes X No</li> <li>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.</li> <li>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</li> </ul>		
Part 18 – Accreditation			
18.1 Is the village voluntarily accredited through an industry- based accreditation scheme?	<ul> <li>☑ No, village is not accredited</li> <li>□ Yes, village is voluntarily accredited through: [specify]</li> </ul>		
<b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.			
Part 19 – Waiting list			
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>[Note: Delete the following if this does not apply]</li> <li>If yes,</li> <li>what is the fee to join the waiting list?</li> </ul>	<ul> <li>X Yes □ No</li> <li>No fee</li> <li>Fee of \$ which is</li> <li>□ refundable on entry to the village</li> <li>□ non-refundable</li> </ul>		

#### 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).

[Note: Mark which applies with an X]

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- $\boxtimes$  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 <u>www.hpw.gld.gov.au</u>

#### **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: <u>www.qld.gov.au/seniorsliving</u>

#### **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 Website: www.hpw.gld.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 Website: 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: <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: 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 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

#### Liveable Housing Australia (LHA)

The Liveable 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/