

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 July 2019



Name of village: **Capricorn Adventist 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.
- 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.arplus.org.au](http://www.arplus.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](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 1 July 2019 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 Capricorn Adventist Retirement Village Street Address 150 Rockhampton Road Suburb YEPPOON State QLD Post Code 4703
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner Australasian Conference Association Limited Australian Company Number (ACN) 000 003 930 Address 400 Boundary Street Suburb SPRING HILL State QLD Post Code 4004
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator) Seventh-day Adventist Aged Care (South Queensland) Ltd Australian Company Number (ACN) 104 195 922 Address 400 Boundary Street Suburb SPRING HILL State QLD Post Code 4004 Date entity became operator: 1 July 1992
<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details Seventh-day Adventist Aged Care (South Queensland) Ltd Australian Company Number (ACN) 104 195 922 Phone 07 4939 2801 Email adminsupport@sdaac.com.au An onsite manager (or representative) is available to residents:

	<input checked="" type="checkbox"/> Full time  Onsite availability includes:  Weekdays – 8am to 4pm Weekends – contactable by phone in case of emergency
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**Part 2 – Age limits**

<b>2.1 What age limits apply to residents in this village?</b>	In the case of a single application, the applicant must be eligible for the Aged Pension. In the case of a joint application, one applicant must be eligible for the Aged Pension and the other applicant must be suitable as determined by the Scheme Operator.
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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 checked="" type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other
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<b>Accommodation types</b>				
<b>3.2 Number of units by accommodation type and tenure</b>	There are 192 units in the village, comprising 192 single story units			
<b>Accommodation Unit</b>	<b>Freehold</b>	<b>Leasehold</b>	<b>Licence</b>	<b>Other – Rental And Aged Care Units</b>
Independent living units				
- Studio				
- One bedroom			30	10
- Two bedrooms			99	5
- Three bedrooms			48	
Total number of units			177	15

<b>Access and design</b>	
<b>3.3 What disability access and design features do the units and the village contain?</b>	<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 type="checkbox"/> all <input type="checkbox"/> some units <input type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input type="checkbox"/> some units <input type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input type="checkbox"/> Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place <ul style="list-style-type: none"> <li>• Wheelchair access to common facilities</li> </ul> <input type="checkbox"/> None

<b>Part 4 – Parking for residents and visitors</b>	
<b>4.1 What car parking in the village is available for residents?</b>	<input checked="" type="checkbox"/> All 3 bedroom units with own garage or carport attached or adjacent to the unit <input checked="" type="checkbox"/> 1 & 2 bedroom units with own garage or carport separate from the unit <input checked="" type="checkbox"/> 1 bedroom units with own car park space adjacent to the unit <input checked="" type="checkbox"/> 1 bedroom units with own car park space separate from the unit <input checked="" type="checkbox"/> General car parking for residents in the village <input checked="" type="checkbox"/> Other parking e.g. caravan or boat <input checked="" type="checkbox"/> 10 units with no car parking for residents (using General Car Park) <input type="checkbox"/> No car parking for residents in the village Restrictions on resident's car parking include: <ul style="list-style-type: none"> <li>• No parking on roads or on common grass areas</li> </ul>

	<ul style="list-style-type: none"> <li>No blocking access to other units areas</li> </ul>
<b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Limited parking options are available for visitors
<b>Part 5 – Planning and development</b>	
<b>5.1 Is construction or development of the village complete?</b>	Year village construction started 1 July 1992 <input checked="" type="checkbox"/> Fully developed / completed – however additional land has been purchased and further development is being undertaken. <input type="checkbox"/> Partially developed / completed <input type="checkbox"/> Construction yet to commence
<b>5.2 Is there development approval or a development application pending for further development or redevelopment of the village?</b> If yes to either: <ul style="list-style-type: none"> <li>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</li> </ul>	Development approval granted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <ol style="list-style-type: none"> <li>Plumbing upgrade – planned for 2019</li> <li>Build 60 new 2 and 3 bedroom units (22 in phase 1) including a park – planned for 2019</li> <li>Refurbishment to the on-site aged care facility – planned for 2019</li> </ol> Development application pending <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Note: see notice at end of document regarding inspection of the development approval documents.

## Part 6 – Facilities onsite at the village

### 6.1 The following facilities are currently available to residents:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Activities or games room<br><input checked="" type="checkbox"/> Arts and crafts room<br><input checked="" type="checkbox"/> Auditorium<br><input checked="" type="checkbox"/> BBQ area outdoors<br><input checked="" type="checkbox"/> Billiards room<br><input checked="" type="checkbox"/> Bowling green [indoor/outdoor]<br><input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access)<br><input type="checkbox"/> Chapel / prayer room<br><input type="checkbox"/> Communal laundries<br><input checked="" type="checkbox"/> Community room or centre<br><input type="checkbox"/> Dining room<br><input checked="" type="checkbox"/> Gardens<br><input type="checkbox"/> Gym<br><input checked="" type="checkbox"/> Hairdressing or beauty room<br><input checked="" type="checkbox"/> Library | <input type="checkbox"/> Medical consultation room<br><input type="checkbox"/> Restaurant<br><input type="checkbox"/> Shop<br><input type="checkbox"/> Swimming pool [indoor / outdoor] [heated / not heated]<br><input type="checkbox"/> Separate lounge in community centre<br><input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated]<br><input checked="" type="checkbox"/> Storage area for boats / caravans<br><input type="checkbox"/> Tennis court [full/half]<br><input checked="" type="checkbox"/> Village bus or transport<br><input checked="" type="checkbox"/> Workshop<br><input checked="" type="checkbox"/> Other <ul style="list-style-type: none"> <li>➤ Recreational/social facilities</li> </ul> |
|---|--|

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).

Nil

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

Yes  No

Name: Capricorn Adventist Retirement Village  
 Provider: Seventh-day Adventist Aged Care (South Queensland) Ltd

**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

**7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?**

- management and administration;
- gardening and day-to-day minor maintenance of the common areas and infrastructure; and
- other services as detailed each year in the operating budget for the scheme

**7.2 Are optional personal services provided or made available to residents on a user-pays basis?**

Yes  No

**7.3 Does the retirement village operator provide government funded home care services under the *Aged Care Act 1997 (Cwth)*?**

Yes, the operator is an Approved Provider of home care under the *Aged Care Act 1997* (Registered Accredited Care Supplier – RACS ID number 17958)

**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

<b>8.1 Does the village have a security system?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>8.2 Does the village have an emergency help system?</b> If yes or optional: <ul style="list-style-type: none"><li>the emergency help system details are:</li><li>the emergency help system is monitored between:</li></ul>	<input type="checkbox"/> Yes - all residents <input checked="" type="checkbox"/> Optional <input type="checkbox"/> No  Emergency Help Call system with emergency button on the device as well as a pendant. All calls are managed through an external provider  24 hours 7 days per week
<b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



## 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	\$138,000 to \$175,000
	- Two bedrooms	\$186,500 to \$270,000
	- Three bedrooms	\$285,000 to \$315,000
	<b>Full range of ingoing contributions for all unit types</b>	\$138,000 to \$315,000
<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?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>9.3 What other entry costs do residents need to pay?</b>	<input type="checkbox"/> Transfer or stamp duty <input type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. <input checked="" type="checkbox"/> Advance payment of General Services Charge  <input checked="" type="checkbox"/> Other costs: Scheme operator's legal fees currently set at \$1,595.00	

### 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 Charge 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.

<b>10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution</b>				
<b>Type of Unit</b>	<b>General Services Charge (monthly)</b>		<b>Maintenance Reserve Fund contribution (monthly)</b>	
Independent Living Units				
- One bedroom	Single Person \$ 295.00 Couple \$326.00		\$58.31	
- Two bedrooms	Single Person \$326.00 Couple \$353.00		\$58.31	
- Three bedrooms	Single or Couple \$356.00		\$58.31	
<b>Last three years of General Services Charge and Maintenance Reserve Fund contribution</b>				
<b>Financial year</b>	<b>General Services Charge (range) (weekly)</b>	<b>Overall % change from previous year</b>	<b>Maintenance Reserve Fund contribution (range) (weekly)</b>	<b>Overall % change from previous year (+ or -)</b>
2016/2017	\$ 63.17 to \$ 76.56	5.68%	\$ 12.52	4.17%
2017/2018	\$ 64.06 to \$ 77.67	1.46%	\$ 13.02	4.00%
2018/2019	\$ 66.10 to \$ 79.95	1.03%	\$ 12.36	-0.94%
<b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b>	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas		<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input 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 type="checkbox"/> Unit fixtures <input type="checkbox"/> Unit fittings <input type="checkbox"/> Unit appliances <input checked="" type="checkbox"/> None  Additional information Only variation to the unit is for the cost of the resident (pre-approval for such at management discretion)			
<b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

<p><b>unit?</b> If yes: provide details, including any charges for this service.</p>	<p>The site has full time maintenance staff on site who takes care of all maintenance requirements that are within their means. Where necessary external contractors are engaged for more specialised work such as electrical and plumbing.</p> <p>None of the above are at the cost of the residents.</p>
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**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></p>	<p><input checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</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	12% of your ingoing contribution
2 years	20% of your ingoing contribution
3 years	24% of your ingoing contribution
4 years	27% of your ingoing contribution
5 years	29% of your ingoing contribution
6 years	30% 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 30% of your ingoing contribution after 6 years of residence.</p> <p>The minimum exit fee is 12% of your ingoing contribution calculated on a daily basis.</p>	

<p><b>11.2 What other exit costs do residents need to pay or contribute to?</b></p>	<p><input checked="" type="checkbox"/> Sale costs for the unit</p> <p><input checked="" type="checkbox"/> Legal costs</p> <p><input type="checkbox"/> Other costs</p>
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**Part 12 – Reinstatement and renovation of the unit**

<p><b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><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></p> <ul style="list-style-type: none"> <li>• <i>fair wear and tear; and</i></li> <li>• <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i></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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<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> No</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>
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**Part 13– Capital gain or losses**

<p><b>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?</b></p>	<p><input checked="" type="checkbox"/> No</p>
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**Part 14 – Exit entitlement**

*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><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p><b>Plus</b> Ingoing contribution paid</p> <p><b>Less</b> exit fee</p> <p><b>Less</b> share of selling costs</p> <p><b>Less</b> share of reinstatement works</p>
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	<p><b>Less</b> any outstanding charges</p> <p><b>Less</b> scheme operators legal fees</p>
<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li>➤ which is 6 months after the termination of the residence contract</li> </ul> </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 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> </ul> <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><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p>7 accommodation units were vacant as at the end of the last financial year</p> <p>13 accommodation units were resold during the last financial year</p> <p>7.5 months was the average length of time to sell a unit over the last three financial years</p>

## Part 15– Financial management of the village

**15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?**

### General Services Charges for the last 3 years

Financial Year	Deficit/Surplus	Change from previous year
2018/2019	\$2,031.00	102.31%
2017/2018	-\$87,863.00	-242.50%
2016/2017	\$61,660.00	36.64%

Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available

\$312,546

Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available

\$374,072

Percentage of a resident ingoing contribution applied to the Capital Replacement Fund

1%

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.

OR

the village is not yet operating.

## Part 16 – Insurance

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

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

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

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

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

Yes  No

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

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

## Part 17 – Living in the village

<b>Trial or settling in period in the village</b>	
<b>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Pets</b>	
<b>17.2 Are residents allowed to keep pets?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Not without the consent of the operator who may give or refuse at their absolute discretion.
<b>Visitors</b>	
<b>17.3 Are there restrictions on visitors staying with residents or visiting?</b> If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  You must register all guests who stay overnight or longer at The Unit, at the administrative office of the Village.  With our prior approval you may: <ul style="list-style-type: none"> <li>(a) have guests stay in The Unit for three (3) or more consecutive nights up to a maximum of 14 consecutive nights;</li> <li>(b) allow a Visitor to use The Unit if you are not staying there at the same time;</li> <li>(c) have more than four (4) guests stay overnight in The Unit on any one night.</li> </ul> However, you may not have a Visitor live in The Unit or use The Unit for longer than 30 days in any 12 month period without our consent which we may give or deny in our absolute discretion.  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.
<b>Village by-laws and village rules</b>	
<b>17.4 Does the village have village by-laws?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <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> <i>Note: See notice at end of document regarding inspection of village by-laws</i>
<b>17.5 Does the operator have other rules for the village.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If yes: Rules may be made available on request
<b>Resident input</b>	
<b>17.6 Does the village have a residents</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>committee established under the Retirement Villages Act 1999?</b>	<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**

<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<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
- 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 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)

### **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/)