Retirement Villages

Form 3

Queensland

ABN: 86 504 771 740

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: SEACHANGE 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:
 - o provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - o include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or 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 seachangeretirementvillage.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 or phone 07 3214 6333.
 - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

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

The information in this Village Comparison Document is correct as at 24 February 2023 and applies to prospective residents.

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

| Part 1 – Operator and m | anagement details | | | | |
|--------------------------------------|---|------------------------|--------------------|--|--|
| 1.1 Retirement village | Retirement Village Name: Seachange Retirement Village | | | | |
| location | Street Address: 75 Calou | ndra Road | | | |
| | Suburb Caloundra State Qld Post Code 4551 | | | | |
| 1.2 Owner of the land on which the | Name of land owner: Boo Village CTS 36068 | dy Corporate for Sea | nchange Retirement | | |
| retirement village scheme is located | Australian Company Num | ber (ACN) Not Appl | icable | | |
| | Address: C/- Alpha Strata | , PO Box 907 | | | |
| | Suburb Caloundra State Qld Post Code 4551 | | | | |
| 1.3 Village operator | Name of entity that operates the retirement village (scheme operator) | | | | |
| | Seachange Retirement Village Management Pty Ltd | | | | |
| | Australian Company Number (ACN) 117 682 603 | | | | |
| | Address: C/- Alpha Strata, PO Box 907 | | | | |
| | Suburb Caloundra State Qld Post Code 4551 | | | | |
| | Date entity became operator: 8 December 2006 | | | | |
| 1.4 Village | Name of village management entity and contact details | | | | |
| management and onsite availability | Seachange Retirement V | illage Management i | Pty Ltd | | |
| | Australian Company Number (ACN) 117 682 603 | | | | |
| | Phone: 07 5444 2755 Email: gerard@alpha-strata.com.au | | | | |
| | An onsite manager (or rep | oresentative) is avail | able to residents: | | |
| | ☐ Full time | | | | |
| | Part time | | | | |
| | ☐ By appointment only | | | | |

| | None available | | |
|---|--|--|--|
| | ☐ Other [specify] | | |
| | Onsite availability includes: | | |
| | Weekdays | | |
| | Weekends | | |
| 1.5 Approved closure plan or transition plan | Is there an approved transition plan for the village? ☐ Yes ☒ No | | |
| for the retirement village | Short description for the transition plan-[Note: Delete if this does not apply] Declaration date for the transition plan-[Note: Delete if this does not apply] | | |
| | A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator. | | |
| | Is there an approved closure plan for the village? \square Yes \boxtimes No | | |
| | Short description for the closure plan-[Note: Delete if this does not apply] Declaration date for the closure plan-[Note: Delete if this does not apply] | | |
| | A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily. | | |
| 1.6 Statutory Charge over retirement village land. | 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. | | |
| | 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 | | |
| Part 2 – Age limits | | | |
| 2.1 What age limits apply to residents in this village? | 50 years except where there are two Residents of an Accommodation Unit, one must be at least 50 years of age and the other must be at least 45 years of age. | | |

| A | ACCOMMODATION, FACILITIES AND SERVICES | | | | |
|----|---|---|--------------------|-----------------------------|---------------------------|
| P | art 3 – Accommodatio | n units: Nature o | f ownership o | r tenure | |
| _ | .1 Resident | | | | |
| | wnership or tenure of ne units in the village | - Lease (non-c | owner resident) | + | |
| is | s: | -Licence (non | -owner resider | nt) | |
| | | -Share in com | npany title entity | y (non-owner res | sident) |
| | | ☐ Unit in unit tr | ust (non-owner | resident) | |
| | | Rental (non- | owner resident |) | |
| | | Other [specif | [y] | | |
| A | ccommodation types | | | | |
| а | .2 Number of units by ccommodation type nd tenure | There are 17 units in the village, comprising 17 single story units; 0 units in multi-story building with 0 levels | | | |
| | Accommodation unit | Freehold | Leasehold | Licence | Other [name] |
| | Independent living units | | | | |
| | - Studio | | | | |
| | - One bedroom | | | | |
| | - Two bedroom | 8 | | | |
| | - Three bedroom | 8 | | | |
| | - Four bedroom | 1 | | | |
| | Serviced units | | | | |
| | - Studio | | | | |
| | - One bedroom | | | | |
| | - Two bedroom | | | | |
| | - Three bedroom | | | | |
| | Other [specify] | | | | |
| | Total number of units | 17 | | | |
| Δ | ccess and design | | | | |
| | .3 What disability | | from the stree | at into and betwe | een all areas of the unit |
| а | ccess and design | | | | |
| а | eatures do the units nd the village ontain? | (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 ☐ all ☐ some units |
| | Other key features in the units or village that cater for people with disability or assist residents to age in place |
| | ⊠ None |
| Part 4 – Parking for resi | dents and visitors |
| 4.1 What car parking in the village is available for residents? | ✓ All units with own garage or carport attached or adjacent to the unit ✓ All / Some [unit type] units with own garage or carport separate from the unit ✓ All / Some [unit type] units with own car park space adjacent to the unit |
| | All / Some [unit type] units with own car park space separate from the unit |
| | ☐ General car parking for residents in the village |
| | ☐ Other parking e.g. caravan or boat |
| | □ Specify number / unit type] units with no car |
| | parking for residents |
| | ☐ No car parking for residents in the village |
| | Restrictions on resident's car parking include: |
| | Refer to Part 4.2 and By-Law 3 of the registered Community Management Statement for the Village. |
| 4.2 Is parking in the | ⊠ Yes □ No |
| village available for visitors? If yes, parking | By-Law 3 of the registered Community Management Statement provides: |
| restrictions include | 3. VEHICLES |
| | 3.1 An owner or occupier of a lot or his invitee shall not park or stand any motor vehicle, trailer, caravan, boat, pushbike, motor cycle or other vehicles upon common property other than in areas specifically designated for that purpose. |
| | 3.2 Despite By-law 3.1, an owner or occupier of a lot or his invitee may park or stand any motor vehicle upon the common property immediately in front of the garage to the lot during daylight hours provided that the through traffic is not affected or interfered with by the parking or standing of the motor vehicle. |

- 3.3 An owner or occupier of a lot may not park or stand a second motor vehicle upon the common property, nor within a visitors car park area. However, an owner or occupier may park a second vehicle on the common property if the owner or occupier obtains the body corporate's written approval before bringing the vehicle on to the common property and accords with the conditions of the approval granted by the body corporate. The body corporate may revoke an approval granted under this bylaw at any time, if the occupier or owner fails to comply with the terms of the approval granted.
- 3.4 No vehicle is to be parked or allowed to stand in a visitors car park area for a longer period than ten (10) continuous days without the written consent of the body corporate which consent must not be unreasonably withheld and must be given in cases of sickness or bereavement of the owner or occupier of a lot and during school holiday periods. Notwithstanding, any other bylaw, no vehicle used for a commercial purpose (eg van, bus, ute), is to be parked on common property overnight, without the written approval of the Body Corporate.'
- 3.5 By-law 3.4 is for the benefit of visitors of a owner or occupier of a lot and is not to be interpreted to mean that a owner or occupier of a lot may park a motor vehicle in the visitors' car park area.
- 3.6 The body corporate may take any such steps as may be necessary to remove any vehicle which has been parked in breach of this by-law and any cost associated with such removal shall be paid by the offending party. If the offending party is an invitee then the cost of removal shall be paid by the owner or occupier of whom he is an invitee. The owner indemnifies the body corporate against any claim or demand which may arise out of the body corporate's actions to remove the vehicle.
- 3.7 An owner or occupier of a lot shall not pass over or upon common property by motor vehicle, pushbike, motorbike, trailbike or by any other vehicle of any kind or nature whether mechanically propelled or not, other than in areas designated for the purpose.

Part 5 – Planning and development

5.1 Is construction or development of the village complete?

Year village construction started: 2006

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. | relating to the retirement village | ction, development or redevelopment e land, including details of any related opment applications in accordance with | | |
|--|--|---|--|--|
| 5.3 Redevelopment plan under the Retirement Villages Act 1999 | Is there an approved redevelopment plan for the village under the Retirement Villages Act? ☐ Yes ☒ No | | | |
| | Short description of the redevelopment plan [Note: Delete if this does no apply] | | | |
| | Declaration date for the redevelopment plan-[Note: Delete if this does not apply] | | | |
| | 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 Communities, Housing and Digital Economy. | | | |
| | Note: see notice at end of document regarding inspection of the development approval documents. | | | |
| Part 6 – Facilities onsite | at the village | | | |
| 6.1 The following facilities are currently | ☐ Activities or games room | ☐ Medical consultation room | | |
| available to residents: | ☐ Arts and crafts room | ☐ Restaurant | | |
| | ☐ 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 | | |
| | access) | ☐ Storage area for boats / caravans | | |
| | ☐ Chapel / prayer room☐ Communal laundries | ☐ Tennis court [full/half] | | |

| | ☐ Community roo | m or centre | |
|---|--|--|--|
| | ☐ Dining room | ☐ Workshop | |
| | ⊠ Gardens | ☐ Other [specify] | |
| | □ Gym | | |
| | ☐ Hairdressing or room ☐ Library | beauty | |
| | | m the General Services Charge paid by residents or ng of facilities (e.g. with an aged care facility). | |
| Not Applicable | | | |
| 6.2 Does the village have an onsite, attached, adjacent or co-located residential | ☐ Yes ☒ No Name of residential aged care facility and name of the approved provider | | |
| aged care facility? | | | |
| village operator cannot k retirement village. To ente Aged Care Assessment T | eep places free or er a residential aged eam (ACAT) in acco you move from you | the Retirement Villages Act 1999 (Qld). The retirement guarantee places in aged care for residents of the care facility, you must be assessed as eligible by an ordance with the Aged Care Act 1997 (Cwth). The retirement village unit to other accommodation and | |
| Part 7 – Services | | | |
| 7.1 What services are provided to all village residents (funded from the General Services | Management and administration of the operation of the Village to ensure its proper functioning as a retirement village under the Retirement Villages Act 1999. | | |
| Charge fund paid by residents)? | Without limiting that management and administration: | | |
| , | with th | n the Village Comparison Document in accordance e Retirement Villages Act 1999 including varying it nere are changes to: | |
| | A. le | gislation; | |
| | B. ar | nual budgetary matters; | |
| | O _i | e Officeholder or Shareholders of the Scheme perator if a variation is required as a consequence ereof; | |
| | | | |

| | (iii) issue a Contract and Lease for use in connection with the sale of a Lot in the Village; |
|---|---|
| | (iv) receive, consider and respond to requests for consent to any matter that requires consent as Lessee, Sublessor or Scheme Operator for the Scheme including but not limited to a proposed sale of a Lot in the Village; |
| | (v) prepare any necessary documents arising out of or in connection with a consent including but not limited to a resale Contract, Surrender of existing Lease, Surrender of existing Sub-Lease, new Lease, new Sub-Lease and any Collateral Deed or the like in connection with or incidental to any consent; |
| | (vi) accept a role as manager of the Body Corporate under a written agreement on reasonable and appropriate terms and at a fee which, in all the circumstances, is reasonable if the Scheme Operator, in its discretion, consider it appropriate to do so. |
| 7.2 Are optional | ☐ Yes ☒ No |
| personal services provided or made | If yes, list the current services (e.g. meals, laundry, home cleaning), fee |
| available to residents | information and provider or attach a list |
| on a user-pays basis? | |
| 7.3 Does the retirement village operator provide government funded | Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number) |
| home care services under the <i>Aged Care Act 1997 (Cwth)</i> ? | Yes, home care is provided in association with an Approved Provider [name of provider] |
| | \boxtimes No, the operator does not provide home care services, residents can arrange their own home care services |
| Support Program subsidisticate assessment team (A are not covered by the Re | by be eligible to receive a Home Care Package, or a Commonwealth Home ed by the Commonwealth Government if assessed as eligible by an aged CAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care services etirement Villages Act 1999 (Qld). heir own approved Home Care Provider and are not obliged to use ovider, if one is offered. |
| Part 8 – Security and en | ergency systems |
| 8.1 Does the village have a security system? | ☐ Yes ⊠ No |
| If yes: the security system | |
| details are: | |
| | |

| the security system is monitored between: | am and | pm | .days per week. |
|--|--|------------------|--|
| 8.2 Does the village have an emergency help system? If yes or optional: | Yes - all residents | ☐ Optional | ⊠ No |
| the emergency help system details are: the emergency help system is monitored between: | am and | pm | .days per week. |
| 8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator | ☐ Yes ⊠ No | | |
| COSTS AND FINANCIAL | MANAGEMENT | | |
| Part 9 – Ingoing contribu | ution - entry costs to live ir | the village | |
| to secure a right to reside | e in the retirement village. Th | ne ingoing contr | y under a residence contract ibution is also referred to as uch as rent or other recurring |
| 9.1 What is the | Accommodation Unit | Range of inge | oing contribution |
| estimated ingoing | Independent living units | | |
| contribution (sale | Studio | \$ | to \$ |
| price) range for all types of units in the | - One bedroom | \$ | to \$ |
| village | - Two bedrooms | \$520,0 | 000.00 to \$570,000.00 |
| | - Three bedrooms | \$540,0 | 000.00 to \$600,000.00 |
| | - Four bedrooms | \$650,0 | 000.00 to \$750,000.00 |
| | 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 | \$520,0 | 000.00 to \$750,000.00 |

| 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? 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 The resident is not required to pay an ingoing contribution or exit fees to the Village operator. Other fees may apply when the resident sells the Unit as specified in this Form 3. |
|--|---|
| 9.3 What other entry costs do residents need to pay? | ☑ Transfer or stamp duty ☑ Costs related to your residence contract ☐ Costs related to any other contract e.g |

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 | \$ | \$ |
| - Two bedrooms | \$3.64 | \$Nil |
| - Three bedrooms | \$3.64 | \$Nil |
| - Four bedrooms | \$3.64 | \$Nil |
| Serviced Units | | |
| - Studio | \$ | \$ |
| - One bedroom | \$ | \$ |

| - Two bedrooms | \$ | \$ |
|---------------------------|--------|-------|
| - Three bedrooms | \$ | \$ |
| Other | \$ | \$ |
| All units pay a flat rate | \$3.64 | \$Nil |

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 -) |
|-------------------|--|-------------------------------------|--|--|
| 2022 | \$3.64 | +364% | \$Nil | 0% |
| 2021 | \$Nil | -100% | \$Nil | -100% |
| 2020 | \$5.77 | +50% | \$0.011 | 0% |

Units within a community title scheme only

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

Current weekly rates of Body Corporate fees and sinking fund

| Type of Unit | Body Corporate Administrative Fund fee (weekly) | Body Corporate Sinking Fund contribution (weekly) |
|--------------------------|---|--|
| Independent Living Units | | |
| Studio | \$ | \$ |
| - One bedroom | \$ | \$ |
| - Two bedrooms | \$30.29 | \$15.00 |
| - Three bedrooms | \$30.29 | \$15.00 |
| - Four bedrooms | \$30.29 | \$15.00 |
| Serviced Units | | |
| Studio | \$ | \$ |
| - One bedroom | \$ | \$ |
| - Two bedrooms | \$ | \$ |
| - Three bedrooms | \$ | \$ |
| Other [specify] | \$ | \$ |

Last three years of Body Corporate Administrative Fund Fee and Sinking Fund contribution

| Financial year | Body Corporate Administrative Fund fee (weekly) | Overall % change from previous year (+ or -) | Sinking Fund contribution (range) (weekly) | Overall % change from previous year (+ or -) |
|-------------------|--|--|---|--|
| 2022 | \$25.38 | -99.99% | \$14.42 | +41% |
| 2021 | \$25.39 | +5.8% | \$10.20 | +108% |
| 2020 | \$23.98 | -4.5% | \$4.89 | 0% |

| 10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately) | ☑ Contents insurance ☑ Home insurance (freehold units only) ☑ Electricity ☑ Gas | ☑ Water ☑ Telephone ☑ Internet ☑ Pay TV ☑ Other Body Corporate levies. Rates. |
|--|---|---|
| 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? | ☑ Unit fixtures ☑ Unit fittings ☑ Unit appliances ☑ None Additional information A resident is responsible to pay for replacement of all items contained in the secondaries | the costs of repair, maintenance and |
| 10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? If yes: provide details, including any charges for this service. | ☐ Yes ⊠ No | |
| Part 11 – Exit fees – whe | en you leave the village | |
| | ay an exit fee to the operator when the ld. This is also referred to as a 'defe | |
| 11.1 Do residents pay an exit fee when they permanently leave their unit? If yes: list all exit fee options that may apply to new contracts | n exit fee when they ermanently leave heir unit? yes: list all exit fee ptions that may apply □ Yes – all new residents pay an exit fee but the way this is worken her resident's residence contract □ Yes – all new residents pay an exit fee but the way this is worken her resident's residence contract □ Other [specify] | |
| Time period from date of occupation of unit to the date the resident ceases reside in the unit | finsert in boxes below the basis | by the next resident |

| 1 year | % of your ingoing contribution | | |
|--|--|--|--|
| 2 years | % of your ingoing contribution | | |
| 5 years | % of your ingoing contribution | | |
| 10 years | % of your ingoing contribution | | |
| Note: if the period of occours on a daily basis. | upation is not a whole number of years, the exit fee will be worked | | |
| | d) exit fee is% of the ingoing contribution for insert different ert number] years of residence. | | |
| 11.2 What other exit costs do residents | Sale costs for the unit | | |
| need to pay or contribute to? | ⊠ Legal costs | | |
| | ☐ Other costs [specify] | | |
| Part 12 – Reinstatement | and renovation of the unit | | |
| 12.1 Is the resident responsible for reinstatement of the unit when they leave the unit? | ☐ Yes ☒ No 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: fair wear and tear; and renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. 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 | | |
| | Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit. | | |

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 *gain* or capital *loss* on the resale of their unit?

| ⊠ Ye | es, the resident's share of the the resident's share of the OR is based on a formula | capital gain is 100% capital loss is 100% | . [specify] |
|--------|--|--|----------------|
| Option | v tional - residents can elect to sl | hare in a capital gain or l | oss |
| | the resident's share of the | capital gain is | % |
| | the resident's share of the | capital loss is | % |
| | OR is based on a formula | • | . [specify] |
| | | | |

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?

The Village operator will not pay to the former resident an exit entitlement.

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

[Note: Delete those that do not apply]

which is[specify] months after the termination of the residence contract

OR

which may range from[specify] months to[specify] months after the termination of the residence contract, depending on your contract option

> no date is stated in the residence contract

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

| | 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. |
|--|---|
| Freehold units only 14.2 Operator buyback of freehold units | When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time the resident must pay any exit fee to the operator. By law, the operator must purchase the freehold unit from the former resident if it has not sold to a new resident within 18 months after the termination of the residence contract, unless the operator has been granted an extension for payment by QCAT. |
| 14.3 What is the turnover of units for sale in the village? | Not known by the operator. The operator does not affect the sale of units for residents. A resident controls and affects the sale of the resident's unit. |
| | [specify number] accommodation units were vacant as at the end of the last financial year |
| | [specify number] accommodation units were resold during the last financial year |
| | |
| | [specify number] months was the average length of time to sell a unit over the last financial years (where retirement village has been registered for at least 1, but less than 3 years. [Note: Delete if does not apply] |
| | Retirement village has been registered for less than one year so average length of time to sell a unit cannot be provided. [Note: Delete if does not apply] |

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 Fund for the last 3 years | | | |
|---|---------------------|------------|---------------------------|
| Financial Year | Deficit/ Surplus | Balance | Change from previous year |
| 2022 | (\$3,124.00) | \$2,020.00 | -155% |
| 2021 | \$1,385.00 | \$5,144.00 | 38% |
| 2020 | \$1,734.00 | \$3,759.00 | 85% |
| Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available \$2,020.00 | | | |
| Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available \$70.00 | | | |

Balance of Capital Replacement Fund for the last financial year *OR* 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.

OR —

the village is not yet operating.

Part 15– Financial management of the Body Corporate

Note: All freehold community title scheme residents who own their unit are members of the body corporate.

15.1 What is the financial status of the Body Corporate funds in a freehold village?

| Administrative fund for the last 3 years | | | | |
|---|-----------------|------------|-------------------|--|
| Financial Year | Deficit/Surplus | Balance | Change previou | |
| 2022 | \$3,487.23 | \$6,715.72 | 108% | |
| 2021 | \$3,936.90 | \$3,228.49 | 555% | |
| 2020 | (\$2,605.20) | (\$708.41) | -137% | |
| Balance of the Sinking Fund to cover spending of a capital or non-recurrent nature for the last financial year <i>S85,548.48 OR last</i> quarter if no full financial year available | | | | |
| 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:

Insurances are maintained by the Body Corporate for Seachange Retirement Village CTS 36068.

The resident is recommended to maintain a contents insurance policy.

| Part 17 – Living in the vi | llage | | | |
|--|--|--|--|--|
| 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? If yes: provide details including, length of period, relevant time frames and any costs or conditions | ☐ Yes ☒ No | | | |
| Pets | | | | |
| 17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership | ✓ Yes □ No By-Law 13 of the registered Community Management Statement provides: 13. KEEPING OF ANIMALS | | | |
| | 13.1 The occupier of a lot must not, without the body corporate's written approval: (1) bring or keep an animal on the lot or the common property; or (2) permit an invitee to bring or keep an animal on the lot or the common property. 13.2 The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property. 13.3 All animals must be kept on a lead or otherwise restrained when on common property and must not be taken into recreational areas such as swimming pools or barbeque areas; 13.4 All animals must not cause a nuisance to any other occupiers or unreasonably interfere with the enjoyment of their lots; 13.5 All animals must be cleaned, trimmed, immunised and treated for worms, fleas and ticks, in accordance with the recommendations of a qualified veterinary surgeon. 13.6 The animals waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the scheme. 13.7 The body corporate may revoke an approval granted under By-law 13.1 at any time, if the Body Corporate deems the animal is causing a nuisance or an occupier breaches any of the requirement imposed by By-law 13. | | | |

| 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 |
| Village by-laws and villa | ige rules |
| 17.4 Does the village have village by-laws? | |
| | the village. Note: See notice at end of document regarding inspection of village by-laws |
| 17.5 Does the operator have other rules for the village. | ☐ Yes ☒ No If yes: Rules may be made available on request |
| Resident input | |
| 17.6 Does the village have a residents committee established under the <i>Retirement Villages Act</i> 1999? | By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents. You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village. |
| Part 18 – Accreditation | |
| 18.1 Is the village voluntarily accredited through an industrybased accreditation scheme? | No, village is not accredited ☐ Yes, village is voluntarily accredited through: |
| _ | accreditation schemes are industry-based schemes. The Retirement of establish an accreditation scheme or standards for retirement villages. |
| Part 19 – Waiting list | |
| 19.1 Does the village maintain a waiting list for entry? If yes, what is the fee to join the waiting list? | ☐ Yes ☒ No ☐ No fee ☐ Fee of \$ which is ☐ refundable on entry to the village |
| | l III non-refundable |

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).

| \boxtimes | Certificate of registration for the retirement village scheme |
|-------------|--|
| | Certificate of title or current title search for the retirement village land |
| \boxtimes | Village site plan |
| \boxtimes | 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 |
| \boxtimes | The annual financial statements and report presented to the previous annual meeting |
| | of the retirement village |
| \boxtimes | 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 |
| \boxtimes | 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 |
| \boxtimes | Examples of contracts that residents may have to enter into |
| | Village dispute resolution process |
| \boxtimes | Village by-laws |
| \boxtimes | Village insurance policies and certificates of currency |
| \boxtimes | A current public information document (PID) continued in effect under section 237I of the |
| | Act (this applies to existing residence contracts) |

An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.

Further Information

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

General Information

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

Regulatory Services, Department of Communities, Housing and Digital Economy

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

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.qld.gov.au

Website: www.chde.qld.gov.au/regulatoryservices

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: caxton.org.au

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your

pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-

retirement

Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

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

Queensland Law Society

Find a solicitor Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: info@qls.com.au Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the

community.

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

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

Website: www.livablehousingaustralia.org.au/