

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740

THE HENLEY ON BROADWATER

A LIFESTYLE RESORT LIKE NO OTHER

Name of village: The Henley on Broadwater

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.thehenley.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 (QRPAS) 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 1 July 2020 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: The Henley on Broadwater Street Address: 70 Marine Parade Suburb: Southport State: QLD Post Code: 4215
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Celera No. 4 Pty Ltd as trustee for the Khoros No. 4 Trust and Ivey Nominees Pty Ltd as trustee for the Ivey Trust Australian Company Number (ACN) 164 772 141 and 601 181 426 Address: 70 Marine Parade Suburb Southport State: QLD Post Code: 4215
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Celera No. 4 Pty Ltd as trustee for the Khoros No. 4 Trust and Ivey Nominees Pty Ltd as trustee for the Ivey Trust Australian Company Number (ACN): 164 772 141 and 601 181 426 Address: 70 Marine Parade Suburb: Southport State: QLD Post Code: 4215 Date entity became operator: 29 May 2015
1.4 Village management and onsite availability	Name of village management entity and contact details: Celera No. 4 Pty Ltd as trustee for the Khoros No. 4 Trust and Ivey Nominees Pty Ltd as trustee for the Ivey Trust Australian Company Number (ACN): 164 772 141 and 601 181 426

	Phone: 07 5591 2111 Email: info@thehenley.com.au An onsite manager (or representative) is available to residents: <input checked="" type="checkbox"/> Full time Onsite availability includes: Onsite manager available 8.30am to 4.00pm weekdays A staff representative is available outside of the above hours								
1.5 Approved closure plan or transition plan for the retirement village	Is there an approved transition plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i> Is there an approved closure plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i>								
Part 2 – Age limits									
2.1 What age limits apply to residents in this village?	A resident must be at least 75 years of age or over. The scheme operator reserves the right to vary the age limit for residents of the village in the future.								
ACCOMMODATION, FACILITIES AND SERVICES									
Part 3 – Accommodation units: Nature of ownership or tenure									
3.1 Resident ownership or tenure of the units in the village is:	<input type="checkbox"/> Freehold (owner resident) <input checked="" type="checkbox"/> Lease (non-owner resident) <input type="checkbox"/> Licence (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident) <input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other								
Accommodation types									
3.2 Number of units by accommodation type and tenure	There are 108 units in the village, comprising 108 units in multi-story building with 25 levels								
<table border="1"> <tr> <td>Accommodation unit</td> <td>Freehold</td> <td>Leasehold</td> <td>Licence</td> <td>Other</td> </tr> </table>	Accommodation unit	Freehold	Leasehold	Licence	Other				
Accommodation unit	Freehold	Leasehold	Licence	Other					

Independent living units				
- Studio				
- One bedroom		39		
- Two bedroom		52		
- Three bedroom		3		
- Four bedroom		2		
Serviced units				
- Studio		12		
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units		108		

Access and design

3.3 What disability access and design features do the units and the village contain?

- ☐ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in ☒ all 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
- Disability access and no trip hazards throughout the building, building has been designed so that wheelchairs will fit through any doors and some bathrooms have been designed for disabled residents. We can also modify any of our bathrooms to have disabled access.
- ☐ None

Part 4 – Parking for residents and visitors

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

- ☒ Allocated car parks may be available by request.

<p>4.2 Is parking in the village available for visitors? If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Visitors are required to park in spaces that are designated for visitors</p>	
<p>Part 5 – Planning and development</p>		
<p>5.1 Is construction or development of the village complete?</p>	<p>Year village construction started 2008</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>	
<p>5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i></p> <p>Not Applicable.</p>	
<p>5.3 Redevelopment plan under the Retirement Villages Act 1999</p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</i></p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>	
<p>Part 6 – Facilities onsite at the village</p>		
<p>6.1 The following facilities are currently available to residents:</p>	<p><input checked="" type="checkbox"/> Activities or games room</p> <p><input checked="" type="checkbox"/> Arts and crafts room</p> <p><input type="checkbox"/> Auditorium</p> <p><input checked="" type="checkbox"/> BBQ area outdoors</p>	<p><input checked="" type="checkbox"/> Medical consultation room</p> <p><input checked="" type="checkbox"/> Restaurant</p> <p><input type="checkbox"/> Shop</p> <p><input checked="" type="checkbox"/> Swimming pool [outdoor] [heated]</p>

	<input checked="" type="checkbox"/> Billiards room <input checked="" type="checkbox"/> Bowling green [indoor/outdoor] <input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input checked="" type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input checked="" type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input checked="" type="checkbox"/> Separate lounge in community centre <input checked="" type="checkbox"/> Spa [outdoor] [heated] <input type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input checked="" type="checkbox"/> Village bus or transport <input checked="" type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other <ul style="list-style-type: none"> • Men's shed • Theatrette • Storage shed area – where residents can purchase a storage shed • Crafts Room • Communal Garden Area on Level 16
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

N/A

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

☐ Yes ☒ No

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 fund paid by residents)?

- All rates and taxes (where not prohibited at law to be recovered from the residents), charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal, governmental or semi-governmental agency in respect of the village;
- all charges for water, gas, oil, electricity, telecommunications, sewerage, waste disposal and other services supplied to the village common areas and facilities (any such services supplied

	<p>directly to a resident or their accommodation unit, excluding cold water, are payable by the resident separately) and for the maintenance and repair of all electrical, plumbing, filtration, sewerage and other installations located in the village;</p> <ul style="list-style-type: none"> • all insurance premiums payable by the scheme operator in respect of the village and the Scheme against risks as the scheme operator deems necessary or desirable from time to time, including public risk and liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion; • the costs of all services provided to residents of the village by the scheme operator or any manager, caretaker, employee or independent contractor employed or engaged by the scheme operator; • the costs of minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the village in good order and condition, including provision at the discretion of the scheme operator for future contingencies; • all costs of the maintenance of the exterior of all accommodation units in the village and the interior and exterior of all buildings and other improvements in common use by residents of the village; • all costs of the day to day maintenance and caretaking of the gardens, landscaped areas, lawns, pathways, roads and other parts of the Common Property; • all costs of the control and eradication of pests in the Common Property; • all costs of the day to day maintenance, testing and monitoring of firefighting and protection equipment installed in the village, including sprinkler systems, hydrants, fire extinguishers and smoke detectors; • the costs of day to day maintenance, monitoring and responding to the emergency alarm system and the other security services and 24 hour emergency care services provided to residents of the village; • all payments made to or in respect of any manager, caretaker, employee or independent contractor employed or engaged by the scheme operator in connection with the village or the Scheme including wages and salaries, superannuation contributions, sick leave, holiday leave, long service leave, payroll tax, workers' compensation insurance premiums and other statutory taxes and charges; • the costs of management, secretarial, legal, audit, book-keeping, accounting and banking services provided in connection with the village and the Scheme;
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	<ul style="list-style-type: none"> • all costs of complying with the requirements of any government or statutory authority in connection with the operation, management and administration of the village and the Scheme; • the fees of any auditor engaged to resolve any dispute between the scheme operator and the Resident in respect of the reasonableness or fairness of the calculation of the General Services Charge; • any deficit carried forward from any previous accounting period; • any costs associated with the maintenance of the swimming pool, including all chemicals, materials, gas, electricity; • any costs associated with refuse collection and disposal, including refuse collection from village bin enclosures and disposal off site; • any other expenditure properly incurred in respect of the operation, management or administration of the village or the Scheme; and • any costs of maintenance of cables and conduits for village telephone and communication systems. <p>But excluding amounts payable:</p> <ul style="list-style-type: none"> • directly by the Resident under the Lease or the Act, or other residents of the village under their leases or the Act; • for or towards replacing the village's capital items that are properly payable out of the Capital Replacement Fund; • towards costs awarded by the tribunal against the scheme operator; and • legal costs incurred by the scheme operator in relation to a retirement village issue.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The costs are available from the Village Manager.
7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?	<input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number) <input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: Luminise Care Solutions Pty Ltd ACN 162 273 207 <input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services

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

8.1 Does the village have a security system?

If yes:

- the security system details are:
- the security system is monitored between:

☒ Yes ☐ No

24/7 CCTV Security and local security property patrols. Staff are also onsite 24 hours a day 7 days a week.

24 hours per day, 7 days per week.

8.2 Does the village have an emergency help system?

If yes or optional:

- the emergency help system details are:
- the emergency help system is monitored between:

☒ Yes - all residents ☐ Optional ☐ No

Emergency response system equipment is installed in each accommodation unit and in all common areas which allows residents to activate an emergency call, pendants and other devices are also available. An onsite representative will assess and deal with calls in accordance with agreed protocols.

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?

If yes, list or provide details e.g. first aid kit, defibrillator

☒ Yes ☐ No

- Mechanical Hoists – one standing and one full hoist
- First aid kits and wound care products
- Defibrillator
- On site aged care organisation – Approved Provider of aged care who provide 24hr clinical staff and personal care workers
- Pat slide
- Slide sheets
- Spill kits
- Nebulizer machine and tubing
- Blood sugar monitoring equipment
- Blood pressure monitoring equipment
- Thermometers

COSTS AND FINANCIAL MANAGEMENT

Part 9 – Ingoing contribution - entry costs to live in the village

An incoming contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The incoming contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.

9.1 What is the estimated incoming contribution (sale price) range for all types of units in the village

Accommodation Unit	Range of incoming contribution
Independent living units	
- Studio	
- One bedroom	\$ 535,500 to \$ 655,500
- Two bedrooms	\$ 705,500 to \$ 2,130,500
- Three bedrooms	\$ 1,300,500 to \$ 1,320,500
- Four bedrooms	\$ 2,400,500 to \$ 2,440,500
Serviced units	
- Studio	\$ 495,500 to \$ 685,500
- One bedroom	\$ to \$
- Two bedrooms	\$ to \$
- Three bedrooms	\$ to \$
Other	\$ to \$
Full range of incoming contributions for all unit types	\$ 495,500 to \$ 2,440,500

9.2 Are there different financial options available for paying the incoming 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 incoming contribution and less or no exit fee.

☒ Yes ☐ No

Independent Living unit

Year	Exit fee payable
1 year	10% of your incoming contribution
2 years	17% of your incoming contribution
3 years	24% of your incoming contribution
4 years	31% of your incoming contribution
5 years	38% of your incoming contribution

Henley Private Aged Care Apartment

There is no exit fee payable for residents in a Henley Private Aged Care Suite.

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.
- ☒ Advance payment of General Services Charge

☒ Other costs: Government and agent fees for registration of lease

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		
- One bedroom	\$ 137.47	\$ 34.17
- Two bedrooms	\$ 142.16	\$ 35.59
- Three bedrooms	\$ 177.36	\$ 46.19
- Four bedrooms	\$ 200.83	\$ 53.26
Serviced Units		
- Studio	\$ 131.60	\$ 32.40

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 -)
2017/2018	\$ 119.39 to \$ 185.16	+3%	\$ 33.18 to \$ 54.69	-3%
2018/2019	\$ 124.07 to \$ 189.28	+3%	\$ 34.64 to \$ 57.10	+4%
2019/2020	\$ 126.30 to \$ 193.29	+2%	\$ 34.72 to \$ 57.23	+1%

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 – Hot water usage

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?	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None Additional information Residents in The Henley Private Aged Care Suites are not responsible for any of the above unless required by one of their agreements.	
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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No There is a full time onsite maintenance person available. The cost is available from the Village Manager.	
Part 11 – Exit fees – when you leave the village		
<i>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).</i>		
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	<input checked="" type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract Independent Living unit The minimum exit fee is 10% of your ingoing contribution, calculated on a pro rata basis for part year, including the commencement date of the lease up to and including the date the resident ceases to reside in the unit. The maximum exit fee is 38% of your ingoing contribution. Henley Private Aged Care Apartments No exit fee is payable by residents in a Henley Private Aged Care Apartment.	
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	10% of your ingoing contribution	
2 years	17% of your ingoing contribution	

3 years	24% of your ingoing contribution
4 years	31% of your ingoing contribution
5 years or more	38% of your ingoing contribution
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 38% of your ingoing contribution paid after 5 years of residence.</p> <p>The minimum exit fee is 10% of your ingoing contribution paid x 1/365. Note from the scheme operator: the minimum exit fee is for 1 day of residence.</p>	
11.2 What other exit costs do residents need to pay or contribute to?	<input checked="" type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: Government lodgement and agent fees for registration of surrender of lease
Part 12 – Reinstatement and renovation of the unit	
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <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"> • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	Independent Unit <input checked="" type="checkbox"/> Yes, all residents pay 50 % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit) Henley Private Aged Care Apartment <input checked="" type="checkbox"/> No

	<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>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?</p>	<p>Independent Living Unit</p> <p><input checked="" type="checkbox"/> Yes, the resident's share of the capital gain is 50% the resident's share of the capital loss is 100%</p> <p>Henley Private Aged Care Apartment</p> <p><input checked="" type="checkbox"/> No</p>
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Part 14 – Exit entitlement or buyback of freehold units

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

<p>14.1 How is the exit entitlement which the operator will pay the resident worked out?</p>	<p>Independent Unit</p> <p>Plus Ingoing contribution paid</p> <p>Plus or Less any capital gain/capital loss</p> <p>Less exit fee</p> <p>Less share of selling costs</p> <p>Less share of reinstatement and or renovation works</p> <p>Less any outstanding general service charges and personal service charges</p> <p>Less Government lodgement and agent fees for surrender of lease and/or record of death</p> <p>Henley Private Aged Care Apartment</p> <p>Full ingoing contribution paid is refunded less any outstanding general service charges and personal service charges.</p>
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14.2 When is the exit entitlement payable?	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <p>Independent Unit</p> <ul style="list-style-type: none"> the day stated in the residence contract; 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator; and 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT). <p>Henley Private Aged Care Apartment The earlier of the following:</p> <ul style="list-style-type: none"> (i) 30 days after the Termination Date; and (ii) 14 days after the resident's right to reside in the unit has terminated, the operator has entered into a new lease of the unit with a new resident and the operator receives the resale price from the new resident. <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>
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14.3 What is the turnover of units for sale in the village?	<p>1 accommodation unit was vacant as at the end of the last financial year</p> <p>14 accommodation units were resold during the last financial year</p> <p>4 months was the average length of time to sell a unit over the last three financial years.</p>
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Part 15 – Financial management of the village

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	Total general service charges collected for the financial year	Change from previous year
	2017/2018	\$ 9,624	\$ 930,413	2.3%
	2018/2019	\$ 12,476	\$ 960,704	1.5%
	2019/2020	\$ 8,678	\$ 975,114	1.5%

	Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available	\$ 61,558.87
	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available	\$ 420,595.68
	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available Percentage of a resident ingoing contribution applied to the Capital Replacement Fund The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.	\$ 725,801.44 0%
OR <input type="checkbox"/> the village is not yet operating.		

Part 16 – Insurance

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

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

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

16.1 Is the resident responsible for arranging any insurance cover?

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

☒ Yes ☐ No

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

- (i) your property in your Unit and Licensed Areas (if any);
- (ii) for public liability claims brought as a result of any incident occurring in your Unit; and
- (iii) for workers compensation claims brought by any employee or contractor that you engage to carry out work or provide services in your Unit.

Part 17 – Living in the village

Trial or settling in period in the village

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

If yes:
provide details
including, length of

☐ Yes ☒ No

Henley Private Aged Care Apartment

☒ Yes ☐ No

30 day trial period

period, relevant time frames and any costs or conditions	
Pets	
17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No You may not have pets in the village without our consent. We may give or refuse this consent at our absolute discretion
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)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Visitors may stay with a resident for up to 4 weeks in a 12 month period. Any longer stays proposed must be discussed with the village manager.
Village by-laws and village rules	
17.4 Does the village have village by-laws?	<input type="checkbox"/> Yes <input checked="" 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>
17.5 Does the operator have other rules for the village.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <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> <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>
Part 18 – Accreditation	
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through:

Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

Part 19 – Waiting list

19.1 Does the village maintain a waiting list for entry?

If yes,

- what is the fee to join the waiting list?

☒ Yes ☐ No

☒ No fee

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

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

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

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 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.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

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: 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: <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

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/