



PUBLIC INFORMATION DOCUMENT
RETIREMENT VILLAGES ACT 1999, (SECTION 74)

Retirement village name:

.....
.....

Retirement village address:

.....
Suburb ..... State [ ][ ] Postcode [ ][ ][ ]

Contact details:

Phone ( ) .....
Fax ( ) .....
Mobile .....
Email .....

This Public Information Document includes important information on this village, and forms an integral part of any residence contract you might enter. The Public Information Document makes it easy to compare different retirement village schemes, and you are encouraged to seek professional legal and financial advice about the options you may be considering. The Public Information Document must be provided to you before you enter into a residence contract with the village scheme operator.

If you sign a residence contract, you have a 14 day cooling-off period, after both parties have signed the contract, should you change your mind.

This Public Information Document was given to the chief executive of the Department administering the Retirement Villages Act 1999 on ..... under section 27 or 36 of the Act. (Delete section that is not applicable.)

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Note: This notice does not form part of the Public Information Document.

## Table of Contents

<b>INTRODUCTION .....</b>	<b>4</b>
<b>PART 1 – GENERIC INFORMATION .....</b>	<b>6</b>
<b>Chapter 1 - General Village Information .....</b>	<b>6</b>
Accommodation Information .....	6
Facilities Information .....	6
Funds Information .....	6
Capital Replacement Fund .....	6
Maintenance Reserve Fund .....	7
Body Corporate Contributions .....	7
Village Insurance .....	8
Available Accommodation Units .....	8
Statutory Charge .....	8
<b>Chapter 2 - Residents' Rights and Obligations Information .....</b>	<b>8</b>
General .....	8
Termination and Refunds .....	8
Residence .....	9
Services and Facilities .....	9
Financial Statements .....	9
Special Conditions .....	9
Ingoing Contribution .....	10
Exit Fee .....	10
Services Charges and Fund Contributions .....	10
Insurance .....	10
By-laws .....	10
Other Obligations .....	10
<b>Chapter 3 - Residents' Contributions Information .....</b>	<b>10</b>
General .....	10
Exit Fee .....	10
Exit Entitlement .....	11
General Services Charge .....	11
Personal Services Charge .....	11
<b>Chapter 4 - Resale Process Information .....</b>	<b>11</b>
General .....	11
Process if the Scheme Operator has a Controlling Right .....	11
Resale Value .....	11
Reinstatement Work .....	11
Sale and Information .....	12
Exit Entitlement .....	12
Continuing Liability for Contributions .....	12
Process if the Scheme Operator does not have a Controlling Right .....	12
<b>Chapter 5 - Dispute Resolution Information .....</b>	<b>13</b>
General .....	13
Preliminary negotiation .....	13
Mediation .....	13
Tribunal Hearings .....	13
The address of the Commercial and Consumer Tribunal Registry is: .....	14
<b>PART 2 - VILLAGE AND ACCOMMODATION INFORMATION .....</b>	<b>15</b>
Village Details .....	15
Facilities Details .....	15

## Table of Contents

<b>PART 2 - VILLAGE AND ACCOMMODATION INFORMATION - CONTINUED .....</b>	<b>16</b>
Age Limitations .....	16
Accommodation Details .....	16
Insurance Information .....	16
<b>PART 3 - YOUR ACCOMMODATION UNIT DETAILS .....</b>	<b>17</b>
Accommodation Unit Details.....	17
Exit Fee.....	18
Exit Entitlement.....	18
Fees and Charges .....	18
General Services Charge .....	19
Personal Services Charge .....	19
Other Fees.....	19
Special Conditions .....	19
List of Contracts .....	19
<b>PART 4 - AVAILABLE ACCOMMODATION UNITS INFORMATION .....</b>	<b>20</b>
Freehold Accommodation Units .....	20
Leasehold Accommodation Units .....	20
Licence Accommodation Units.....	21
Other Types of Tenure .....	21
<b>PART 5 - GENERAL INFORMATION FOR THIS VILLAGE.....</b>	<b>22</b>
<b>Chapter 1 - Funds Information .....</b>	<b>22</b>
Capital Replacement Fund .....	22
Maintenance Reserve Fund.....	23
<b>Chapter 2- Residents' Contributions Information .....</b>	<b>23</b>
<b>Chapter 3 - Resale Information .....</b>	<b>24</b>
Additional Resale Process Information.....	24
<b>Chapter 4 - Dispute Resolution Information .....</b>	<b>24</b>
Internal Dispute Resolution Process.....	24
<b>Chapter 5- Additional Information .....</b>	<b>24</b>

## Introduction

Retirement villages provide a lifestyle option for residents, and scheme operators are committed to providing facilities and services that cater for the needs of residents. As the retirement village industry continues to grow in Queensland, scheme operators are encouraged to adopt best practice standards. Residents have rights, in common with other residents, to use and enjoy the communal facilities within a retirement village and may choose to live in a village because of the lifestyle, friendship and service options available.

Prospective residents should carefully consider the retirement village scheme to ensure that their rights and obligations are explained and understood and to ensure that the village will suit their individual requirements.

**How happy you are with your choice of accommodation unit and which retirement village you choose to live in may depend upon how well you read and understand your Public Information Document. Please take the time to read all documents carefully and to seek an explanation of anything you do not understand.**

This Public Information Document ("PID") about residence in this retirement village forms part of the written contract(s) that you sign, or someone else signs on your behalf, ("the residence contract"). This village is registered under the *Retirement Villages Act 1999* ("the Act") and a copy of the certificate of registration is attached to this PID.

Before signing the residence contract you should seek independent legal advice either from a solicitor or from a community legal service. Your legal advisor will discuss the terms of the residence contract and the PID with you and will advise you about your rights and obligations under the residence contract.

**If you sign the residence contract, you will have a period of fourteen (14) days, after both parties have signed the contract, to withdraw from the residence contract. This is called a 'cooling-off period'. If you decide to withdraw from the residence contract during the cooling-off period, you are entitled to immediately receive a full refund of any money you have paid to the scheme operator or stakeholder.**

Under some residence contracts, the cooling-off period will not commence when the contract is signed but will commence later - upon the happening of some future event (such as selling your home) or upon you entering into another contract (such as a lease or loan agreement). In such a situation, as soon as the later event occurs or the other contract is entered into, the operator is required to advise you in writing of the date when the cooling-off period ends.

If you decide to withdraw from the residence contract after the cooling-off period has expired, your rights and obligations will be subject to the terms of the residence contract that you have signed. You may not have a legal right to withdraw from the residence contract after the cooling-off period. You should discuss this with your legal advisor.

This PID applies where the resident enters into the residence contract, and acquires the interest, that secures the resident's right to reside in the accommodation unit.

However, it is important to note that this PID also applies where another person or entity enters into the residence contract on behalf of a resident, and acquires the interest, that secures the resident's right to reside.

It is important that you understand your rights and obligations under the Act and also the retirement village documents, which may vary depending on whether you or another person or entity enters into the residence contract, and acquires the interest, that secures the right to reside.

**Please read and consider all the documents supplied to you very carefully and it is suggested that you obtain appropriate legal and financial advice.**

## Introduction - Continued

When signing a residence contract, this PID must be accompanied by the following documents, which must be listed in Part 3:

- a copy of the residence contract including all related contracts (however named);
- a copy of any service agreement(s) or other ancillary contract(s);
- a copy of any by-laws for the retirement village;
- a copy of the audited financial statement for the retirement village for the previous financial year (if applicable) or a copy of the budget for the current year of operation;
- a copy of the certificate of registration under the Act; and
- an application form (if any).

### **Structure of this PID**

Because of the diversity of retirement village schemes in existence, the following Parts and Chapters are designed to provide specific details about the retirement village you are considering and to facilitate the comparison of essential features between villages.

#### **Part 1 – Generic Information**

- Chapter 1 - General Village Information
- Chapter 2 - Residents' Rights and Obligations Information
- Chapter 3 - Residents' Contributions Information
- Chapter 4 - Resale Process Information
- Chapter 5 - Dispute Resolution Information

#### **Part 2 – Village and Accommodation Information**

#### **Part 3 – Your Accommodation Unit Details**

#### **Part 4 – Available Accommodation Units Information**

#### **Part 5 – General Information for this Village**

- Chapter 1 - Funds Information
- Chapter 2 - Residents' Contributions Information
- Chapter 3 - Resale Information
- Chapter 4 - Dispute Resolution Information
- Chapter 5 - Additional Information

It should be noted that, where there is a material change in the PID, the scheme operator is required to notify those changes to the chief executive and to each resident who is, or who is likely to be, materially affected by the change.

Details in Part 3 relate to the specific accommodation unit you have selected and, while there may be special conditions negotiated between you and the scheme operator, these conditions should be consistent with the PID and be in accordance with the Act.

Details in Part 4 will vary frequently and are not required to be continually notified to the chief executive or to residents.

**Changes in Parts 2 and 5 are regarded as material changes that should be notified under section 36 of the Act. As such, the date on the Chapters in Parts 2 and 5 should be the same as the date shown on the front of this PID.**

Part 1 is generic information relevant to all retirement villages and must be accompanied by Parts 2, 3, 4 and 5. It is the variations in Parts 2, 3, 4 and 5 that will assist you to make comparisons between villages.

## PART 1 – Generic Information

### Chapter 1 - General Village Information

#### Accommodation Information

- 1.1.1 Prospective residents should be aware that there are various types of retirement village schemes and you should seek information to determine which best suits your individual requirements. These various options include:
- freehold accommodation tenure;
  - leasehold accommodation tenure;
  - licence accommodation tenure; and
  - other forms of accommodation tenure.
- 1.1.2 Details of the number and types of accommodation units in the village are included in Part 2 and details of accommodation units that are currently for sale and those notified in writing to the scheme operator by the owner or resident as being available for resale, including sale price or ingoing contribution, are found in Part 4.

#### Facilities Information

- 1.1.3 In addition to a right to reside, the scheme operator may provide a number of facilities to residents including:
- gardens;
  - on site shopping facilities;
  - transport facilities;
  - laundry facilities;
  - dining facilities;
  - emergency call access facilities; and
  - recreational/social facilities.
- 1.1.4 A list of facilities offered by the scheme operator is listed in Part 2.
- 1.1.5 Additional facilities may also be provided if certain conditions occur, such as increased sales, availability of finance or market conditions.
- 1.1.6 Details of the proposed facilities, including when they are proposed and details of the relevant conditions (“contingencies”) necessary for the facilities to be provided are listed in Part 2.

#### Funds Information

- 1.1.7 The scheme operator is required to keep the following funds:
- (a) capital replacement fund; and
  - (a) maintenance reserve fund.
- 1.1.8 The amount held in these funds is held for the benefit of residents under the provisions of the Act.

#### Capital Replacement Fund

- 1.1.9 The capital replacement fund is for the replacement of the retirement village’s capital items. Unless it is provided for in an existing residence contract, the scheme operator is solely responsible for contributions to the capital replacement fund.
- 1.1.10 Capital items include:
- (a) buildings and structures owned by the scheme operator such as:
    - (i) communal facilities;
    - (ii) amenities; and
    - (iii) accommodation units.
  - (b) plant, machinery and equipment owned by the scheme operator such as communal hot water, community facility furnishings, gardening equipment, village bus; and
  - (c) village infrastructure owned by the scheme operator such as roads, paths, drainage, sewerage mains, landscaping, electrical distribution systems, water services and connections and distribution systems.
- 1.1.11 Capital items do not include accommodation units and communal facilities that are owned individually by residents or by the body corporate under a community title scheme of which the residents are members. In such cases, the resident or the body corporate is responsible for replacement of these capital items.
- 1.1.12 It should also be noted that a sinking fund is created under the *Body Corporate and Community Management Act 1997* for the capital replacement of items owned by the body corporate.

## Part 1 - General information - Continued

### Chapter 1 - General Village Information

- 1.1.13 Payments may be made into the capital replacement fund from:
- (a) payments received under insurance policies from the destruction of capital items;
  - (b) interest from investment of the fund;
  - (c) a capital replacement fund contribution paid from the scheme operator's funds, calculated as a percentage of any incoming contribution received from new residents;
  - (d) any amount payable under a residence contract where the residence contract existed before the commencement of the Act;
  - (e) amounts held in similar funds established before the commencement of the Act; and
  - (f) other amounts as decided by the scheme operator.
- 1.1.14 Before the Act commenced on 1 July 2000, there may have been a number of existing residence contracts for the retirement village that required a resident to make contributions to a capital replacement fund. The amount of those contributions and the method of calculation is shown in Part 5 Chapter 1.
- 1.1.15 If the scheme operator decides to pay a percentage of the incoming contribution to the capital replacement fund for new residence contracts, the Act requires this percentage to be set out in this PID.
- 1.1.16 Part 5 Chapter 1 contains details about:
- the amount held in the capital replacement fund;
  - the amount required to be held in the capital replacement fund as determined by a quantity surveyor's report;
  - the percentage of the incoming contribution that the scheme operator pays into the capital replacement fund as determined by using a quantity surveyor's report;
  - details of the quantity surveyor's report used to determine the percentage of the incoming contribution applied to the capital replacement fund; and
  - contributions to the capital replacement fund under existing residence contracts.

#### Maintenance Reserve Fund

- 1.1.17 This fund is for maintaining and repairing (but not replacing) the retirement village's capital items. Residents are solely responsible for contributing to this fund. However, in relation to accommodation units still held by the scheme operator, the scheme operator is responsible for contributions to this fund for those accommodation units.
- 1.1.18 Payments are made into the maintenance reserve fund from:
- (a) the residents' contributions;
  - (d) interest from investment of the fund; and
  - (e) amounts held in similar funds established before the commencement of the Act.
- 1.1.19 Part 5 Chapter 1 contains details about:
- the amount held in the maintenance reserve fund;
  - the amount required to be held in the maintenance reserve fund as determined by the quantity surveyor's report;
  - the residents' contributions as calculated by reference to the quantity surveyor's report; and
  - details of the quantity surveyor's report used to determine the amount of contributions and the budget for the maintenance reserve fund.

#### Body Corporate Contributions

- 1.1.20 Where applicable, particulars of current or proposed administrative fund and sinking fund contributions by residents to the body corporate of which they are members under the *Body Corporate and Community Management Act 1997* are set out in the prescribed Disclosure Statement given under or to be given under that Act.

## Part 1 - General information - Continued

### Chapter 1 - General Village Information

#### Village Insurance

- 1.1.21 The scheme operator must take out general insurance for the retirement village and residents are required to contribute towards the cost of that insurance. The cover must be reinstatement cover and must be for the retirement village including accommodation units and the recreational and communal facilities, except for freehold schemes where:
- (a) insurance for recreational and communal facilities on the common property of the body corporate are the responsibility of the body corporate; and
  - (b) insurance for the accommodation unit is the responsibility of the owner (if the accommodation unit is free-standing) or the body corporate (if the accommodation unit is not free-standing).
- 1.1.22 Residents should take out their own contents insurance and, if the accommodation unit is free-standing on a lot owned by the resident, their own building insurance.
- 1.1.23 Your contribution for insurance is calculated as part of your general services charges outlined in Part 5 Chapter 2.
- 1.1.24 Particulars about the current general insurance taken out by the scheme operator for the retirement village are set out in Part 2.

#### Available Accommodation Units

- 1.1.25 Details about the accommodation units that are available for sale, together with the sale price or ingoing contribution, are set out in Part 4. Sale price is also known as the ingoing contribution and is sometimes referred to as the purchase price.

#### Statutory Charge

- 1.1.26 Your 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.
- 1.1.27 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. If 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.
- 1.1.28 Details of any statutory charge are set out in Part 2.

### Chapter 2 - Residents' Rights and Obligations Information

#### General

- 1.2.1 A scheme operator can only enter into a residence contract with a prospective resident if the scheme is registered. A prospective resident must be given a copy of the registration certificate.
- 1.2.2 Before a residence contract is signed, a prospective resident must be given copy of this PID.

#### Termination and Refunds

- 1.2.3 A resident has the right to terminate a residence contract without penalty within 14 days after both parties have signed the residence contract. If a residence contract is terminated within this time the resident is immediately entitled to a full refund of any money paid to the scheme operator or stakeholder. The scheme operator must advise the resident of the date on which the cooling-off period commences. As noted in this PID, a resident includes a person who enters into a residence contract and who acquires the right to reside and also includes a person or entity that enters into a residence contract and who acquires the right to reside on behalf of another person who is to live in the retirement village.
- 1.2.4 If a residence contract is terminated after the 14 day cooling-off period, the resident is entitled to an exit entitlement as set out in Part 3.
- 1.2.5 If a resident terminates a residence contract, notice of the termination must be given to the scheme operator. The address for service of the notice of termination to the scheme operator is in Part 3.

## Part 1 - General information - Continued

### Chapter 2 - Residents' Rights and Obligations Information

- 1.2.6 If:
- (a) a residence contract is terminated after the 14 day cooling-off period;
  - (b) the resident stops residing in an accommodation unit; or
  - (c) the resident sells or assigns a right to reside in an accommodation unit, the resident is entitled to an exit entitlement calculated as set out in Part 3.
- 1.2.7 A resident has a right to terminate a right to reside by giving one (1) month's written notice to the scheme operator. If the right to reside is terminated, the process for sale depends on whether the scheme operator has or does not have a controlling right to sell the right to reside. This is described in Part 1 Chapter 2.
- 1.2.8 If the scheme operator has a controlling right to resell the right to reside, the resident and scheme operator must attempt to agree on the price for resale and the scheme operator must tell the resident of all offers to purchase the accommodation unit or the right to reside. If the scheme operator and resident cannot agree on a resale price, the scheme operator must obtain a valuation of the right to reside from a valuer.
- 1.2.9 If a scheme operator accepts an offer that is less than the agreed value, the exit entitlement is based on the agreed resale value. The difference is borne by the scheme operator. If a resident accepts an offer that is less than the agreed value, the exit entitlement is calculated on the sale price. The resident and the scheme operator may agree to share the difference in some other manner.
- 1.2.10 A scheme operator has a right to terminate a resident's right to reside in a retirement village by giving the resident two (2) months' written notice. The scheme operator may only terminate if:
- (a) the resident has committed a material breach of the residence contract;
  - (b) the scheme operator reasonably believes the resident has abandoned the right to reside; or
  - (c) if the type of accommodation is thought to be no longer suitable for the resident following an assessment of the resident's needs under the *Aged Care Act 1997* (Cwlth).
- 1.2.11 However, the scheme operator may terminate a right to reside by giving 14 days' written notice if the resident has, or is likely to, intentionally or recklessly:
- (a) injure a person while the person is in the retirement village;
  - (b) seriously damage the resident's accommodation unit; or
  - (c) seriously damage another person's property.
- 1.2.12 The resident is entitled to a written estimate of the exit fee and the exit entitlement. The estimate must be given to the resident within 14 days of a request for an estimate unless the estimate has been provided to the resident within the last 6 months.

#### Residence

- 1.2.13 Subject to the resident complying with the terms of the residence contract, a resident has an exclusive right to reside in an accommodation unit and has a right in common with other residents in the retirement village to use and enjoy the retirement village's amenities, communal facilities and common areas.
- 1.2.14 A resident has a right to live in quiet enjoyment of their accommodation unit subject to the terms of the residence contract and any by-laws relating to the retirement village.

#### Services and Facilities

- 1.2.15 Subject to the resident complying with the terms of the residence contract, a resident is entitled to full use, enjoyment and to the benefit of all general services and all personal services provided under the residence contract. The general and personal services to be provided to a resident are set out in Part 5 Chapter 2.

#### Financial Statements

- 1.2.16 A resident is entitled to request and be given copies of the audited and unaudited financial statements for the retirement village for each financial year and is also entitled to request and be given copies of the quarterly financial statements for the capital replacement fund and the maintenance reserve fund.

#### Special Conditions

- 1.2.17 Any additional special conditions in relation to your rights and obligations are set out in Part 3.

## Part 1 - General information - Continued

### Chapter 2 - Residents' Rights and Obligations Information

#### Ingoing Contribution

1.2.18 A resident must pay an ingoing contribution under the residence contract. This fee secures the resident's right to reside in the retirement village. The ingoing contribution is set out in Part 3 and Part 5 Chapter 2.

#### Exit Fee

1.2.19 A resident may also have to pay an exit fee under the residence contract. Details of the exit fee and how it is calculated are set out in Part 3 and Part 5 Chapter 2.

#### Services Charges and Fund Contributions

1.2.20 A resident must also pay a proportion of services charges. Details of services charges, including how general services charges are calculated in relation to the village's total operating costs, are set out in Part 3 and Part 5 Chapter 2.

1.2.21 A resident must also make contributions to the maintenance reserve fund. In the case of existing residence contracts, residents may be required to make contributions to the capital replacement fund. Details of funds have been set out in Part 3 and Part 5 Chapter 1.

#### Insurance

1.2.22 A resident must also pay a proportion of the insurance costs for the retirement village as set out in Part 2.

#### By-laws

1.2.23 Residents are entitled to, and are encouraged to, form a resident's committee to deal with the scheme operator for the day-to-day operation of the retirement village and any complaints or proposals raised by residents.

1.2.24 At a residents' meeting, and with the agreement of the scheme operator, residents may make, change or revoke by-laws for the retirement village by special resolution. This right is subject to Section 130 of the Act and any by-laws that are in the residence contract.

1.2.25 There may also be by-laws related to a body corporate under the *Body Corporate and Community Management Act 1997*.

#### Other Obligations

1.2.26 Any other significant obligations are set out in Part 3.

### Chapter 3 - Residents' Contributions Information

#### General

1.3.1 Residents may be required to pay certain fees to the retirement village scheme operator. The type of fees payable for the retirement village include:

- ingoing contribution;
- exit fee;
- services charges; and
- maintenance reserve fund contributions.

1.3.2 An ingoing contribution secures the right to reside in the retirement village. The ingoing contribution for the accommodation unit is set out in Part 3.

#### Exit Fee

1.3.3 For this retirement village, the exit fee will only be payable by the resident when:

- the resident stops residing in the accommodation unit; or
- the right to reside is sold; or
- the right to reside in the accommodation unit is terminated.

1.3.4 The exit fee is calculated as at the date the resident ceases to reside in the accommodation unit. In some cases, the obligation to pay ongoing services charges may continue until the accommodation unit is sold. This may affect the exit entitlement.

1.3.5 Details about the exit fee and how it is calculated over the term of the residence contract for your accommodation unit are set out in Part 3 and Part 5 Chapter 2.

## Part 1 - General information - Continued

### Chapter 3 - Residents' Contributions Information

#### Exit Entitlement

- 1.3.6 The scheme operator may be required to pay a resident an exit entitlement if the resident's right to reside in the accommodation unit is terminated. An exit entitlement is payable when:
- the resident stops residing in the accommodation unit; or
  - the right to reside is sold; or
  - the right to reside in the accommodation unit is terminated.
- 1.3.7 Details about the exit entitlement and how it is calculated are set out in Part 3.

#### General Services Charge

- 1.3.8 A general services charge is payable for services supplied or made available to all residents.
- 1.3.9 General services include:
- management and administration;
  - gardening and minor maintenance;
  - shop or other facilities for supplying goods to residents;
  - recreation or entertainment facilities.
- 1.3.10 General services charges may include charges for individual services such as laundry, meals, cleaning accommodation units. Details about the general services charges are set out in Part 3 and Part 5 Chapter 2.

#### Personal Services Charge

- 1.3.11 A personal services charge is payable for additional services that are requested by individual residents. These contractual arrangements are separate to the general services charge. The personal services that a resident may select at this village are detailed at Part 3 and Part 5 Chapter 2.

### Chapter 4 - Resale Process Information

#### General

- 1.4.1 The Act contains extensive provisions in relation to reselling the right to reside. These provisions will apply where the scheme operator has a controlling right to sell the right to reside. If the scheme operator does not have a controlling right to sell the right to reside, these provisions will not apply and the provisions contained in the residence contract will govern the resale process. Further, if the residence contract contains provisions that are more beneficial to the resident in terms of reselling the right to reside, those provisions will apply instead of the Act.

#### Process if the Scheme Operator has a Controlling Right

##### Resale Value

- 1.4.2 When a resident's right to reside under a residence contract is legally terminated and if the scheme operator has a controlling right to sell the right to reside, the resident and the scheme operator must agree in writing within 30 days of the termination on its resale value. If they cannot agree on a resale value, the scheme operator must obtain a valuation from a valuer within a further 14 days.

##### Reinstatement Work

- 1.4.3 When the right to reside is sold, certain reinstatement work may have to be undertaken. Reinstatement work means the replacements or repairs that are reasonably necessary to restore the accommodation unit to a marketable condition. If the scheme operator and resident cannot agree on the work, an itemised quote from a qualified tradesperson is needed.
- 1.4.4 When assessing what work must be done, the condition of the accommodation unit at the start of the resident's occupation must be considered, as well as the general condition of comparable accommodation units in the retirement village.
- 1.4.5 If the resident has a freehold interest in the accommodation unit, the cost of reinstatement must be paid by the resident.

## Part 1 - General information - Continued

### Chapter 4 - Resale Process Information

- 1.4.6 If the resident has a lease or a licence for the accommodation unit, the cost of reinstatement must be paid by:
- the resident, to the extent the reinstatement work is required because the resident caused accelerated wear or deliberate damage to the interior of the accommodation unit;
  - the resident and the operator, if the residence contract provides that the resident and the scheme operator are to share any capital gain on the sale of the resident's interest, and then only in the same proportion as this capital gain is to be shared; or
  - the scheme operator for other cases.
- 1.4.7 The work must be completed within 90 days of the termination.

#### **Sale and Information**

- 1.4.8 If a right to reside in any accommodation unit is not sold within six months, the resident may engage a real estate agent to sell the right to reside. In such cases, the resident must pay the costs of the real estate agent.
- 1.4.9 At the request of the resident, the scheme operator must provide monthly information about sales inquiries, steps taken to promote the sale and details of all other accommodation units for sale in the retirement village.
- 1.4.10 The costs of the sale are to be paid by the scheme operator and the resident. The costs are to be paid in proportion to the share each person has in the gross sale proceeds for the right to reside.
- 1.4.11 If a scheme operator accepts an offer that is less than the agreed value, the exit entitlement is based on the agreed resale value.
- 1.4.12 If a resident accepts an offer that is less than the agreed value, the resident's exit entitlement is calculated on the amount of the offer.
- 1.4.13 A scheme operator may refuse to accept an offer if the scheme operator believes that the accommodation unit is not suitable for the prospective resident.

#### **Exit Entitlement**

- 1.4.14 The scheme operator may be required to pay residents an exit entitlement. The scheme operator must pay the exit entitlement either to the resident or to the resident's estate within a specified period or within 14 days after the right to reside is sold, whichever is the sooner. A statement of how the exit entitlement is worked out must be given to the resident at the time it is paid. Examples are given at Part 3.

#### **Continuing Liability for Contributions**

- 1.4.15 If the resident leaves the village or if the resident dies, the resident or the resident's estate will be liable for the following charges for the periods specified:
- general services charges (including the maintenance reserve fund contribution for (a) a period of nine months after the resident vacates the accommodation unit, or (b) some lesser specified period, or (c) up until the resident's right to reside is sold, whichever is the sooner;
  - subject to the above, after 90 days from when the resident vacates the accommodation unit these charges will be shared between the resident and the scheme operator in the same proportion they share the sale proceeds.
- 1.4.16 This may affect the exit entitlement. Details of these liabilities are in Part 5 Chapter 3.

#### **Process if the Scheme Operator does not have a Controlling Right**

- 1.4.18 When the scheme operator does not have a controlling right to sell the right to reside, the resale process must be specified in Part 5 Chapter 3.

**Chapter 5  
- Dispute  
Resolution  
Information**

**General**

- 1.5.1 Dispute resolution for a retirement village dispute between a resident and a scheme operator is available under the provisions of the Act. This dispute resolution process does not apply to disputes between residents or to disputes relating to the operation of a body corporate.
- 1.5.2 An attempt to resolve a dispute must first be made by the parties as an internal process. Parties are encouraged to use this process early to open up communication. If the dispute cannot be resolved, the parties can seek to have the dispute mediated and, if mediation is not successful, a dispute can be referred to the Commercial and Consumer Tribunal.

**Preliminary negotiation**

- 1.5.3 This first step is an internal negotiation process as outlined in Part 5 Chapter 4. The parties must first try to resolve the dispute by either party giving the other notice stating the matters in dispute and nominating a day for a meeting. The day nominated must be after a period of 14 days from giving the notice.
- 1.5.4 The party receiving the notice must give a written response within 7 days of receiving the notice.
- 1.5.5 The parties must then meet to attempt to resolve the dispute.
- 1.5.6 The Internal Dispute Resolution at the village is described in Part 5 Chapter 4.

**Mediation**

- 1.5.7 Disputes can be resolved by mediation, which is also an informal process. An application must be made to the director at the Commercial and Consumer Tribunal Registry for a mediator to be appointed to assist the parties to resolve the dispute. A mediator is then appointed to assist the parties to resolve the dispute. Details about the Commercial and Consumer Tribunal Registry are set out below.
- 1.5.8 The types of disputes that can be mediated under the Act are all disputes other than:
- disputes that are subject to arbitration;
  - disputes that are subject to an arbitration award;
  - disputes that are either before a court or that have been decided by a court;
  - disputes between residents; or
  - disputes relating to the operation of a body corporate.
- 1.5.9 Mediation can only be used if the parties have tried to resolve the dispute using the internal negotiation process first.
- 1.5.10 A lawyer or agent may represent each party at a mediation conference unless the mediator thinks a lawyer or agent should not represent a party. The mediation conference is held in private and no official record is kept.
- 1.5.11 A party to the dispute cannot be compelled to attend mediation.
- 1.5.12 Other persons may take part in the mediation if the mediator thinks the person has a sufficient interest in the dispute.
- 1.5.13 If an agreement is reached on the dispute, the parties must sign a mediation agreement.

**Tribunal Hearings**

- 1.5.14 If:
- the parties cannot reach agreement; or
  - one party does not attend mediation; or
  - if the dispute is not settled within four months; or
  - if a party claims another party to a mediation agreement has not complied with the agreement within the specified time or within 2 months of the agreement if no time is specified, a party can apply to the Commercial and Consumer Tribunal to hear the dispute.
- 1.5.15 A resident may make an application for a tribunal order without internal negotiation or mediation first occurring if the resident:
- is threatened with removal or is removed from the retirement village;
  - is threatened with deprivation or is deprived of the right to reside;
  - is threatened with restriction or is restricted in use of the retirement village land under the residence contract.

## Part 1 - General information - Continued

### Chapter 5 - Dispute Resolution Information

- 1.5.16 A resident can also ask for an order by the tribunal to have the residence contract set aside if the scheme operator gives the resident false or misleading documents and the resident is materially prejudiced by it.
- 1.5.17 A resident can ask for an order by the tribunal that the scheme operator pay the resident's exit entitlement if the scheme operator does not comply with provisions relating to resale of the accommodation unit where those provisions apply, and the resident is materially prejudiced by it.
- 1.5.18 Tribunal hearings are open to the public unless the tribunal orders otherwise.
- 1.5.19 Parties to a dispute will usually have to pay their own costs for a tribunal hearing unless the tribunal decides otherwise in the interests of justice.
- 1.5.20 Individuals must conduct their own case, but a resident can be represented by another resident or relative who is not a lawyer, or, if the tribunal allows, by a lawyer.
- 1.5.21 A group of residents may apply jointly about a matter arising from similar circumstances.
- 1.5.22 The tribunal can hear disputes other than those that are or have been subjected to arbitration or that are or have been decided by a court. The tribunal can also hear disputes that involve an amount of less than \$250,000.
- 1.5.23 A fee is payable for an application to the tribunal. The amount of the fee is set under the *Commercial and Consumer Tribunal Act 2003*. Information about the fee can be obtained by contacting the Commercial and Consumer Tribunal Registry.

#### **The address of the Commercial and Consumer Tribunal Registry is:**

The Director

Commercial and Consumer Tribunal Registry

GPO Box 2469

Brisbane QLD 4001

Telephone: (07) 324 73333

Facsimile: (07) 324 73300

Or:

Level 11, 259 Queen Street

Brisbane QLD 4000

**Part 2 - Village and accommodation information**

Date   /   /

**Village Details**

2.1 The name of the retirement village is: .....  
(full name of retirement village)

2.2 The retirement village is situated at: .....  
.....  
(address)

2.3 The real property description of the land on which the retirement village scheme is on is: .....

2.4 The land the retirement village is on is owned by: .....

2.5 Management of the village operations is the responsibility of .....  
.....  
who is located at .....

- 2.6 The land is subject to the following encumbrances, endorsements or other charges:
- statutory charge under the Act .....
  - registered mortgage to .....
  - unregistered mortgage to .....
  - lease to (other than leases to residents) .....
  - company charge to .....
  - licence to (other than licences to residents) .....
  - easement to (other than easements to residents) .....
  - other endorsements specify .....

2.7 The real property description of any land over which residents have a right of access, which is not part of the village land, and details of the right of access granted to the residents are:  
.....

**Facilities Details**

- 2.8 The scheme operator will provide the following existing facilities to residents:
- gardens;
  - on site shopping facilities ;
  - transport facilities;
  - laundry facilities;
  - dining facilities;
  - emergency call access facilities;
  - recreational/social facilities; and
  - other facilities - specify .....
- .....  
.....  
.....

**Part 2 - Village and accommodation information - Continued**

2.9 Additional facilities will only be provided if certain conditions occur such as increased sales, availability of finance or market conditions. The scheme operator proposes to offer the following facilities in the circumstances described: List details of proposed facilities, including when they are proposed. Give details of the relevant conditions (“contingencies”) necessary for the facilities to be provided.

.....

.....

.....

.....

.....

.....

**Age Limitations**

2.10 The age limits applicable to this retirement village scheme are: .....

**Accommodation Details**

2.11 The retirement village has the following number and types of accommodation units:

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent Living Units				
Serviced Apartments				
Other				

(Specify the number of each type of accommodation unit. For example: 3 freehold independent living units.)

2.12 When completed, it is proposed that the retirement village will have the following number and types of accommodation units:

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent Living Units				
Serviced Apartments				
Other				

(Specify the number of each type of accommodation unit. For example: 3 freehold independent living units.)

**Insurance Information**

2.13 The retirement village is insured as follows:

Type	Amount	Insurer	Period
Public Liability			
Building (including reinstatement)			
Contents not owned by residents			
Workers’ Compensation			
Other – specify type			

2.14 Copies of the Certificates of Currency of Insurance are available for inspection from the scheme operator upon request.

**Part 3 - Your accommodation unit details**

Date   /   /      
D D / M M / Y Y Y Y

<b>Village Name</b>	
<b>Unit number</b>	
<b>Ingoing contribution (sale price)</b>	
<b>Prospective resident's/owner's name</b>	
<b>Date of birth of prospective resident</b>	
<b>Date PID received by resident</b>	
<b>Start of the cooling-off period</b>	
<b>End of the cooling-off period</b>	
<b>Signature – scheme operator</b>	
<b>Signature – resident</b>	

3.1 If you sign a residence contract, you have the right to terminate it without penalty within 14 days after both parties have signed the contract. If a residence contract is terminated within this time the resident is immediately entitled to a full refund of any money paid to the scheme operator or stakeholder.

3.2 The written notice of termination is to be made to the scheme operator named below and delivered to the following address:

.....  
 .....  
 .....

**Accommodation Unit Details**

3.3 The accommodation unit you have selected is Accommodation Unit

No. .... at .....

(print full name and address of retirement village)

of approximately ..... square metres marked on the plan attached to this PID.

3.4 The ingoing contribution for the accommodation unit is \$.....

3.5 The accommodation unit is (please circle):

- an independent living unit;
- a serviced apartment; and
- other – specify .....

3.6 The tenure that you will receive in your accommodation unit is (please circle):

- freehold tenure;
- leasehold tenure;
- licence; and
- other – specify .....

3.7 Details of the layout of the accommodation unit are shown in the layout plan attached to this PID. The layout plan also shows the location, size, and other features for any separate carport, garage, storage or other area allocated to you.

**Part 3 - Your accommodation unit details - Continued**

3.8 The following fixtures, fittings and furnishings will be provided in your accommodation unit: .....

.....

(list items)

**Exit Fee**

3.9 When you leave the accommodation unit, an exit fee may be payable to the scheme operator.

3.10 The exit fee for your accommodation unit is calculated as follows:

.....

(set out calculation process)

(Where applicable, set out details about participation in capital gains/losses.)

3.11 The minimum exit fee is \$X.....

The maximum exit fee is \$Y.....

3.12 Examples of exit fee:

Year 1	Year 2	Year 5	Year 10
\$X	\$A	\$Z	\$Y

(Where the amount of the exit fee depends on the sale price obtained when the accommodation unit is sold, the scheme operator does not warrant that the sale prices used in the calculation examples will in fact be achieved at the time of sale.)

**Exit Entitlement**

3.13 When you leave the accommodation unit, you may receive an exit entitlement.

3.14 The exit entitlement for your accommodation unit is calculated as follows:

.....

(set out calculation process)

(Where applicable, set out details about participation in capital gains/losses.)

3.15 Examples of exit entitlement:

Year 1	Year 2	Year 5	Year 10
\$X	\$A	\$Z	\$Y

(Where the amount of the exit entitlement depends on the sale price obtained when the accommodation unit is sold, the scheme operator does not warrant that the sale prices used in the calculation examples will in fact be achieved at the time of sale.)

**Fees and Charges**

3.16 As a resident in the village, you will be required to pay fees to the scheme operator in the form of a general services charge. You may also be required to pay a personal services charge and a maintenance reserve fund contribution.

**Part 3 - Your accommodation unit details - Continued**

**General Services Charge**

- 3.17 General services provided with your accommodation unit include:
- management and administration;
  - gardening and minor maintenance;
  - shop or other facilities for supplying goods to residents;
  - recreation or entertainment facilities; and
  - other services – specify .....
- 3.18 General services charges **do/do not** include charges for individual services such as charges for laundry, meals, cleaning accommodation units. (Delete that which is not applicable.)
- 3.19 The general services charge is:
- .....
- and is calculated as follows:
- .....
- (set out method of calculation)

**Personal Services Charge**

- 3.20 Personal services selected include:
- .....
- .....
- 3.21 The personal services charge is:
- .....
- and is calculated as follows:
- .....
- (set out method of calculation)

**Other Fees**

- 3.22 The maintenance reserve fund contribution, which is part of the general services charge, is:
- .....
- and is calculated as follows:
- .....
- (set out method of calculation)
- 3.23 Other fees are:
- .....
- and are calculated as follows:
- .....
- (set out method of calculation)

**Special Conditions**

- 3.24 Other special conditions are:
- .....

**List of Contracts**

- 3.25 List of contracts including related contracts which will be entered into upon signing the residence contract.
- .....
- .....
- .....
- .....
- (describe contracts by their name and purpose)

## Part 4 - Available accommodation units information

Date   /   /      
D D / M M / Y Y Y Y

4.1 The tables below set out the accommodation units that are available for sale and those notified in writing to the scheme operator by the owner or resident as being available for resale, together with the sale price or ingoing contribution. Sale price is also known as the ingoing contribution and is sometimes referred to as the purchase price.

### Freehold Accommodation Units

4.2 The freehold accommodation units available for sale and those notified in writing to the scheme operator by the owner or resident as being available for resale (if any) and the type, real property description and sale price for each accommodation unit is:

Freehold Unit No.	Type	Real Property Description	Sale Price
E.g. Unit 1	A1 (or 3 bedroom)	Lot 1 on Group Title Plan 2345	\$50,000

(The real property description for each accommodation unit **must** be included.)

### Leasehold Accommodation Units

4.3 The accommodation units that are available and those notified in writing to the scheme operator by the owner or resident as being available (if any) with a lease only and the type, real property description, term of the lease and ingoing contribution for each accommodation unit is:

Leasehold Unit No.	Type	Real Property Description	Term	Ingoing Contribution
E.g. Unit 7	B2 (or 2 bedroom)	Part of Lot 8 on RP 123456	99 years	\$40,000

(The real property description for each accommodation unit **must** be included.)

**Part 4 - Available accommodation units information - Continued**

**Licence Accommodation Units**

4.4 The accommodation units that are available and those notified in writing to the scheme operator by the owner or resident as being available (if any) with a right to reside only (licence) and the type and real property description, term of the licence and the ingoing contribution for each accommodation unit is:

Licensed Unit No.	Type	Real Property Description	Term	Ingoing Contribution
E.g. Unit 18	B3 (or studio)	Part of Lot 12 on RP 156789	99 years	\$30,000

(The real property description for each accommodation unit **must** be included.)

**Other Types of Tenure**

4.5 The accommodation units that are available and those notified in writing to the scheme operator by the owner or resident as being available (if any) with a tenure other than freehold, leasehold or licence and the type, real property description, term and ingoing contribution for each accommodation unit is:

Other right to reside (specify) Unit No.	Type	Real Property Description	Term	Ingoing Contribution
E.g. Unit 18	B3 (or studio)	Part of Lot 12 on RP 156789	99 years	\$20,000

(The real property description for each accommodation unit **must** be included)

**Part 5 - General information for this village**

**Chapter 1  
- Funds Information**

Date   /   /      
D D / M M / Y Y Y Y

**Capital Replacement Fund**

5.1.1 The amount held in the capital replacement fund when it was established for the first year of operation or, for other years, at the end of the ..... financial year was .....

5.1.2 The amount required to be held in the capital replacement fund is determined by the operator using a quantity surveyor's report. The following information is based on the most recent quantity surveyor's report -

Name of quantity surveyor: .....

Date of report: .....

Funds Projection over ten years from (Date)

(\$000s)	1	2	3	4	5	6	7	8	9	10
<b>Opening Balance</b>										
<b>Contributions</b>										
<b>Expenses</b>										
<b>Closing Balance</b>										

Other details of the quantity surveyor's report: .....  
 .....  
 .....

5.1.3 Before the Act commenced on 1 July 2000, there were ..... residence contracts for the retirement village. (number)

5.1.4 Where any amount is payable under these residence contracts, the amount of the contribution to the capital replacement fund is:

(a) ..... ; or  
 (set amount)

(b) calculated as follows: .....  
 (set out method of calculation)  
 (The total amount payable must be set out. If the amount is different for each accommodation unit or for classes of accommodation units, set out the total amount for each accommodation unit or class of accommodation unit. If the amount varies with time, give examples of variation and how this is calculated.)

5.1.5 The scheme operator applies ..... percent of the ingoing contribution to the capital replacement fund.

5.1.6 The percentage of the ingoing contribution that the scheme operator pays into the capital replacement fund is determined by using a quantity surveyor's report. Details of the quantity surveyor's report **must** be set out in 5.1.2 while details of how the percentage payable from the ingoing contribution is calculated is set out below:

.....  
 .....  
 .....  
 .....

**Part 5 - General information for this village - Continued**

**Chapter 1  
- Funds Information**

**Maintenance Reserve Fund**

5.1.7 The amount held in the maintenance reserve fund when it was established for the first year of operation or, for other years, at the end of the ..... financial year was .....

5.1.8 The amount required to be held in the maintenance reserve fund is determined by the operator using a quantity surveyor's report. The following information is based on the most recent quantity surveyor's report -

Name of quantity surveyor: .....

Date of report: .....

Funds Projection over ten years from (Date)

(\$000s)	1	2	3	4	5	6	7	8	9	10
<b>Opening Balance</b>										
<b>Contributions</b>										
<b>Expenses</b>										
<b>Closing Balance</b>										

Other details of the quantity surveyor's report:

.....  
 .....

5.1.9 Residents' contributions are calculated by reference to the quantity surveyor's report. The method of calculation and the annual amount payable by each resident is:

.....  
 (Set out annual amount payable. If amount is different for each accommodation unit, set out the annual amount for each type of accommodation unit. If the amount varies with time, give examples of variation and how this is calculated.)

**Chapter 2  
- Residents'  
Contributions  
Information**

Date   /   /      
D D / M M / Y Y Y Y

5.2.1 As a resident in the village, you will be required to pay fees to the scheme operator in the form of a general services charge. You may also wish to obtain additional personal services by paying a personal services charge.

5.2.2 General services provided include:  
 • management and administration;  
 • gardening and minor maintenance;  
 • shop or other facilities for supplying goods to residents;  
 • recreation or entertainment facilities; and  
 • other services – specify .....

5.2.3 General services charges **do/do not** include charges for individual services such as charges for laundry, meals, cleaning accommodation units. (Delete that which is not applicable.)

5.2.4 The current general services charge by accommodation type is:  
 .....  
 (set amount)

and is calculated as follows:  
 .....  
 (set out method of calculation)

**Part 5 - General information for this village - Continued**

**Chapter 2  
- Residents'  
Contributions  
Information**

5.2.4 The current general services charge by accommodation type is:  
 .....  
 (set amount)  
 and is calculated as follows:  
 .....  
 (set out method of calculation)

5.2.5 Personal services provided include:  
 • personal laundry;  
 • meals;  
 • cleaning; and  
 • other services – specify .....

5.2.6 Fees for personal services are:  
 .....  
 and is calculated as follows:  
 .....  
 (set out method of calculation)

**Chapter 3  
- Resale  
Information**

Date   /   /

**Additional Resale Process Information**

1.1.1 Details about:  
 • other resale processes;  
 • the obligation to continue to pay fees until right to reside is sold;  
 • whether the scheme operator has a controlling right to sell the right to reside.  
 .....  
 .....

**Chapter 4  
- Dispute  
Resolution  
Information**

Date   /   /

**Internal Dispute Resolution Process**

5.4.1 The internal dispute resolution process within this village is:  
 .....  
 .....  
 .....  
 .....  
 .....

**Chapter 5  
- Additional  
Information**

Date   /   /

5.5.1 Plan for retirement village and layout plan must be attached.

5.5.2 Examples of additional information the scheme operator may wish to provide include:  
 • locality map indicating the location of the village;  
 • details of public and private transport available in the locality;  
 • the proximity of services such as shopping and medical services;  
 • the availability of higher levels of care within the village (if any);  
 • the ownership and management structures of the village; and  
 • other special conditions.