

ABN: 86 504 771 740

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

Name of village: Chapel Gardens Retirement Village

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village
 accommodation, facilities and services, including the general costs of moving into, living in and leaving
 the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village

You can access a copy of this Village Comparison Document on the village website at http://sherwood.unitingchurch.org.au/church-facilities/chapel-gardens/

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

Notice for prospective residents

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

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

 The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

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

The information in this Village Comparison Document is correct as at 3/7/19 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 NameChapel Gardens Retirement Village				
	Street Address: 36 Primrose St / 515 Oxley Road				
	Suburb Sherwood State QLD Post Code 4075				
1.2 Owner of the land on which the retirement village	Name of land owner: The Uniting Church in Australia Property Trust (Q)				
scheme is located	Australian Company Number (ACN) 25 548 385 225				
	Address. GPO Box 674 Brisbane. QLD 4001				
1.3 Village operator	Name of entity that operates the retirement village (scheme operator)				
	The Uniting Church in Australia Property Trust (Q)				
	Australian Company Number (ACN) 25 548 385 225				
	Address. GPO Box 674 Brisbane. QLD 4001				
	Date entity became operator 19 June 2003				
1.4 Village	Name of village management entity and contact details				
management and onsite availability	Sherwood Uniting Church Chapel Gardens Management Committee				
	Australian Company Number (ABN) 88 584 623 136				
	Phone (07) 3379 1329Email sherwooduc@sherwooduc.com.au				
	An onsite manager (or representative) is available to residents:				

⊠ Other – As per below
Weekdays - On Call Up to 6 hours Between the hours of 9am – 5pm. Or in the event of an emergency.
Weekends – In the event of an emergency only.
Incoming: Above 65 unless agreed to by the management committee.

ACCOMMODATION, FACILITIES AND SERVICES					
Part 3 – Accommodation units: Nature of ownership or tenure					
3.1 Resident ownership or tenure of	☐ Licence (non-owner resident)				
the units in the village is:					

Assembledetion types				
Accommodation types 3.2 Number of units by accommodation type and tenure				
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- One bedroom			1	
- Two bedrooms			12	
Total number of units			13	
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 ☑ Step-free (hobless) shower in ☑ all 			
Part 4 – Parking for resid	dents and visito	rs		
4.1 What car parking in the village is available for residents?	 ☒ All units with own garage or carport attached or adjacent to the unit ☒ General car parking for residents in the village Restrictions on resident's car parking include: Within their own garage or in front of their garage not in the common areas of the driveway. 			
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	•		the Oxley Rd side o	of the complex.
Part 5 – Planning and de	evelopment			
5.1 Is construction or development of the village complete?		estruction started 1 ped / completed	992	
5.2 Is there development approval or a development application pending for further development or redevelopment of the village? If yes to either:	Development ap Yes N Development ap Yes N	o oplication pending		

 Provide details and timeframe of development or proposed development, 	Note: see notice at end of document regarding inspection of the
including the final number and types of units and any new facilities.	development approval documents.

Part 6 - Facilities onsite	at the village			
6.1 The following facilities are currently available to residents:	 ☑ Chapel / prayer room ☑ Other [specify] ☑ Book Exchange 			
	⊠ Gardens			
	hat is not funded from the Generals on access or sharing of facilities	al Services Charge paid by residents or s (e.g. with an aged care facility).		
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 <i>Retirement Villages Act 1999 (Qld)</i> . The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i> . Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.				
Part 7 – Services				
7.1 What services are provided to all village Gardener for the surrounding gardens.				
residents (funded from the General Services	Maintenance and repairs of and to the common areas			
Charge paid by residents)?	Arranging for contractors needed for the efficient and affective operation of the village			
	Accounting/auditing and legal services needed for the operation of the village			
	Arranging insurances of the village units			
	Others services arranged for the	operation of the village		
7.2 Are optional personal services provided or made	☐ Yes ⊠ No			

available to residents on a user-pays basis?	
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	⊠ 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 en	nergency systems
8.1 Does the village have a security system?	☐ Yes ☒ No
8.2 Does the village have an emergency help system?	☐ Yes - all residents ☐ No
If yes or optional: • the emergency help system details are:	Personal Alarms provided if the residents want to use them. The units are not monitored by a call centre but rely on the resident's family and friends to be able to be contactable in an emergency. Chapel Gardens Retirement Villages makes use of the LiveLife Alarms. For more information go to: www.livelifealarms.com.au
8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator	☐ Yes ⊠ No

COSTS AND FINANCIAL MANAGEMENT

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

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

:)

Accommodation Unit	Range of ingoing contribution
Independent living units	
- One bedroom	\$ 250,000 to \$ 270,000
- Two bedrooms	\$ 280,000 to \$315,000
Full range of ingoing contributions for all unit types	\$ 250,000 to \$ 315,000

9.2 Are there different
financial options
available for paying the
ingoing contribution
and exit fee or other
fees and charges under
a residence contract?

☐ Yes ⊠ No

in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.

If yes: specify or set out

9.3 What other entry costs do residents need to pay?

\square Transfer or stamp duty \square		Transfer	or	stamp	dutv	/□
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- oximes Costs related to your residence contract: Legal Fees
- ☐ Costs related to any other contract
- ☐ Other costs.....

Part 10 - Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charge and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

COILLIBULION		
Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- One bedroom	\$81.17	\$13.44
- Two bedrooms	\$81.17	\$13.44
All units pay a flat rate	\$18.17	\$13.44

Last three years of General Services Charge and Maintenance Reserve Fund contribution

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Financial	General Services	Overall %	Maintenance	Overall %
year	Charge (range) (weekly)	change from previous year	Reserve Fund contribution (range) (weekly)	change from previous year (+ or -)
2016	\$76.03 to \$76.03	0%	\$12.90 to \$12.90	0.%
2017	\$79.05 to \$79.05	3.8%	\$13.25 to \$13.25	2.7.%
2018	\$79.05 to \$79.05	0%	\$13.25 to \$13.25	.0.%

10.2 What costs relating to the units are not	⊠ Contents insurance	⊠ Telephone
covered by the General Services Charge?	⊠ Electricity	
(residents will need to pay these costs	⊠ Gas	⊠ Pay TV
separately)		
10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	☐ Unit fixtures☐ Unit fittings☑ Unit appliances☐ NoneAdditional information	

	The Operator is responsible for the Stove and cooktop but any additional appliances including the air conditioners and dish washers will be the responsibility of the resident.	
10.4 Does the operator		
offer a maintenance service or help	⊠ Yes □ No	
residents arrange repairs and maintenance for their	Included in the General Services Charge unless item for repair/maintenance is resident owned where the Operator can assist in a graphicing a tradeoparage where requested	n
unit?	organising a tradesperson where requested.	
If yes: provide details,		
including any charges for		
this service.		
Part 11– Exit fees - whe	n you leave the village	
	ay an exit fee to the operator when they leave their unit or when the right	
	old. This is also referred to as a 'deferred management fee' (DMF).	
11.1 Do residents pay	 ✓ Yes – all residents pay an exit fee based in their incoming contract. 	
an exit fee when they	2 163 all residents pay arresided based in their incoming contract.	
permanently leave their		
unit?		
If yes: list all exit fee		
options that may apply to		
new contracts		
Time period from date	Exit fee calculation based on	
•	Exit lee calculation based on	
of occupation of unit to the date the		
resident ceases to		
reside in the unit		
3 months or Less	1.75% of your ingoing contribution	
1 year or less but	60/ of your ingoing contribution	
more than 3 months	6% of your ingoing contribution	
2 years or less but	12% of your ingoing contribution	
more than 1 year.	12 % of your ingoing contribution	
-		
3 years or less but	18% of your ingoing contribution	
more than 2 years.	1070 of your ingoing continuation	
4		
4 years or less but	24% of your ingoing contribution	
more than 3 years.		
4 voore er mere		
4 years or more	30% of your ingoing contribution	
Note: if the period of occ	cupation is not a whole number of years, the exit fee will be worked	
out on a daily basis.	Dapation is not a whole number of years, the exit lee will be worked	

The maximum (or capped) exit fee is 30% of the ingoing contribution after 4 years of residence.		
The minimum exit fee is 1	.75% of ingoing contribution for 3 months or less	
11.2 What other exit costs do residents need to pay or contribute to?	☐ Sale costs for the unit ☐ Legal costs ☐ Other costs	
Part 12 – Reinstatement a	and renovation of the unit	
12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear. Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.	
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	Renovation means replacements or repairs other than reinstatement work. By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.	
Part 13– Capital gain or lo	osses	
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	⊠ No	

loss on the resale of	
their unit?	
Part 14 – Exit entitlement	
	mount the operator may be required to pay the former resident under a e right to reside is terminated and the former resident has left the unit.
14.1 How is the exit	
entitlement which the	
operator will pay the	Exit entitlement = Ingoing contribution, less exit fee, less reinstatement
resident worked out?	costs, less any outstanding costs owing by the resident.
14.2 When is the exit	
entitlement payable?	D. I. diameter of the Control of the
chilicinent payable:	By law, the operator must pay the exit entitlement to a former resident
	on or before the earliest of the following days:
	the day stated in the residence contract
	14 days after the settlement of the sale of the right to reside in the unit to
	the next resident or the operator
	10 months often the termination date of the regident's right to regide under
	18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been recold, unless the
	the residence contract, even if the unit has not been resold, unless the
	operator has been granted an extension for payment by the Queensland
	Civil and Administrative Tribunal (QCAT).
	In addition, an operator is entitled to see probate or letters of
	administration before paying the exit entitlement of a former resident
	who has died.
14.3 What is the	
turnover of units for	1 accommodation unit was vacant as at the end of the last financial
sale in the village?	
sale III tile villaye!	year
	3 accommodation units were resold during the last financial year
	a decemination with resolutioning the last infancial year
	3 months was the average length of time to sell a unit over the last
	three financial years

Part 15- Financial management of the village 15.1 What is the financial status for the General Services Charges for the last 3 years funds that the Financial Year Deficit/Surplus Change from previous operator is required to maintain under the 2016 \$451 .% Retirement Villages 2017 \$3226 615.% Act 1999? 2018 \$149 .- 4.16% Balance of Maintenance Reserve Fund for last financial year OR last quarter if no \$56,656..... full financial year available Balance of Capital Replacement Fund for the last financial year OR last quarter if \$53,778..... no full financial year available Percentage of a resident ingoing Capital Replacement contribution applied to the Capital Fund contributions are Replacement Fund determined yearly by a quantity surveyor. The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items. OR \square the village is not yet operating. [Note: Delete if a Body Corporate does not apply] Part 15– Financial management of the Body Corporate Note: All freehold community title scheme residents who own their unit are members of the body corporate. 15.1 What is the Administrative Fund for the last 3 years financial status of the Financial Deficit / Surplus Balance Change in **Body Corporate funds** Year balance from in a freehold village? previous year \$ % \$ \$ % \$ \$ % Balance of the **Sinking Fund** to cover spending of a capital or non-recurrent nature for the last financial year OR last quarter if no full financial \$..... year available OR \square 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 tow	ards 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	⊠ Yes □ No	
responsible for these insurance policies:	Contents Insurance	
Part 17 – Living in the vi	illage	
Trial or settling in period	d in the village	
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	☐ Yes ⊠ No	
If yes: provide details including, length of period, relevant time frames and any costs or conditions		
Pets		
17.2 Are residents allowed to keep pets?	☐ Yes ☒ No	
	Maybe considered on application and approval by the Chapel Gardens Management Committee	
Visitors		
17.3 Are there restrictions on visitors staying with residents or visiting?	⊠ Yes □ No	
If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	The resident must be present for the stay of any guests and a guest may not stay for more than four (4) weeks in any period of twelve (12) consecutive month period. Any other arrangements must be with the agreement of the Operator.	
Village by-laws and villa 17.4 Does the village		
have village by-laws?	☐ Yes ⊠ No	

17.5 Does the operator have other rules for the village.	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. Note: See notice at end of document regarding inspection of village by-laws No □ Yes If yes: Rules may be made available on request.
Resident input	
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act</i> 1999?	☐ Yes ☒ No By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents. You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.
Part 18 – Accreditation	
_	 No, village is not accredited ☐ Yes, village is voluntarily accredited through: accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.
Part 19 – Waiting list	
19.1 Does the village maintain a waiting list for entry?	
Access to documents	
and a prospective residinspect or take a copy of the request by the date least seven days after the Certificate of registers.	al documents are held by the retirement village scheme operator ent or resident may make a written request to the operator to of these documents free of charge. The operator must comply with stated by the prospective resident or resident (which must be at the request is given). Extraction for the retirement village scheme 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
\boxtimes	The annual financial statements and report presented to the previous annual meeting
	of the retirement village
\boxtimes	Statements of the balance of the capital replacement fund or maintenance reserve fund or
	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
\boxtimes	Examples of contracts that residents may have to enter into
\boxtimes	Village dispute resolution process
	Village by-laws
\boxtimes	Village insurance policies and certificates of currency
\boxtimes	A current public information document (PID) continued in effect under section 237I of the
	Act (this applies to existing residence contracts)
An ov	comple request form containing all the necessary information you must include in your
	ample request form containing all the necessary information you must include in your st is available on the Department of Housing and Public Works website.
reque	st 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.gld.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.gld.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/