

ATTACHMENT INDEX

Attachment	Paragraph Number	Description
1		1) Schedule of Fixtures, Fittings and Appliances 2) Form 6 - Entry Condition Report
2	3.10	Exit Fees Calculations
3	3.14	Exit Entitlement Calculations
4	3.22	Maintenance Reserve Fund contribution calculations
5	3.24	Special Conditions
6	5.2.4	General Service Fees calculations and information
7	5.3.1	Additional Resale Process Information
8	5.4.1	Internal Dispute Resolution Process
9		Application for Residence Form
10		1) Statement of Independent Advice 2) Form 5 – Pre contractual Disclosure Waiver
11		Residence Contract
12		Loan Agreement
13		Capital Replacement Fund – Quantity Surveyor’s Report – Dated 13 th May 2020
14		Maintenance Reserve Fund – Quantity Surveyor’s Report – Dated 13 th May 2020
15		2020/2021 Budgets <ul style="list-style-type: none"> • General Services • Maintenance Reserve • Capital Replacement
16		Certificate of Registration
17		Retirement Village Plan
18		Foxtail Avenue Unit Layout – Units A1 – D2
19		Foxtail Avenue Unit Layout – Units E1 – I2
20		Manilla Avenue Unit Layout – Units J1 – O2
21		Fair Wear and Tear Policy/Guidelines

ATTACHMENT 1

SCHEDULE OF FIXTURES, FITTINGS AND APPLIANCES

Name of Resident/s:

Unit Number:.....

Date of Entry:/...../.....

Fixtures, Fittings & Appliances	Type/Model	Replacement Date	Comments
CARPORT			
2 doors storage cupboard keys supplied			
Green hard plastic letterbox with unit number sticker – 1 Key supplied			
(1) light switch & long fluorescent			
1 double power point socket			
Mains switch board			
Painted:...../...../.....			
Floor - cement			
FRONT PATIO			
1 door bell switch			
1 light switch & round ceiling light			
Tiles -			
Front Ramp – painted/...../.....			
Front Security screen door			
LOUNGE/DINING AREAS (OPEN PLAN)			
..... ceiling fan and switch			
..... ceiling fluorescent lights oyster / long tube			
..... double power point sockets			
..... light switches			
1 TV aerial input			
1 door chime wired into ceiling			
1 electric hard wired smoke alarm			
Air conditioner -			
Picture rails			
Floor coverings -			
BEDROOM 1			
Double sliding panels - built-in wardrobe (one panel mirrored)			
1 ceiling fan and switch			
1 fluorescent ceiling light (oyster)			
Telephone socket – yes / no			

Fixtures, Fittings & Appliances	Type/Model	Replacement Date	Comments
1 TV aerial input			
BEDROOM 1 (con't)			
Picture rails			
Floor coverings -			
1 Double power point socket			
Bedroom 2			
Double sliding built-in wardrobe (one panel mirrored)			
1 ceiling fan and switch			
1 fluorescent ceiling light (oyster)			
Picture rails			
Skylight (if applicable)			
Floor coverings -			
1 Double Power point socket			
KITCHEN			
..... doors pantry cupboard with shelves			
..... doors cupboards below kitchen bench			
..... cupboards overhead stove			
.....easyglide drawers			
.... easyglide drawers under stove top			
.....drawer/door cupboard below wall oven			
.....door cupboard above wall oven			
1 lever tap			
double basin stainless steel sink			
Fan forced oven			
Cooktop			
Range hood above cooktop			
Telephone socket			
Telephone – emergency			
1 Fluorescent light			
HALLWAY			
.....door linen cupboardshelves			
.....door linen cupboardshelves			
LAUNDRY			
1 stainless steel tub and cabinet			
1 fluorescent tube light			
..... Door/Cupboards			
Hot water System (inside or outside)			

Fixtures, Fittings & Appliances	Type/Model	Replacement Date	Comments
LAUNDRY (con't)			
2 door cupboard (dryer space above / Hot water System / shelves			
Tiles			
Back security screen door			
BATHROOM			
1 toilet bowl & cistern			
1 fluorescent tube light			
1 lever tap			
Glass pivot shower screen			
.....grab rails in toilet cubicle			
1 mirror - small / full width			
..... cupboards			
1 white basin & plug			
1 flexible stainless steel shower hose			
..... grab rails in shower entrance			
Tiles			
REAR PATIO PAVED AREA			
Aluminium lattice enclosure			
Aluminium lattice door with latch			
Clothesline			
Awning (description)			
Hot Water System			
Privacy Partition			
Security Screens including Flywire Bronite Aluminium			
Bedroom 1			
Bedroom 2			
Lounge window			
Laundry window			
Bathroom			
Kitchen			
Front doorkeys			
Front sliding doorkeys			
Back doorkeys			

ATTACHMENT 2

3.10 The exit fee for your accommodation unit is calculated on a daily basis. You will pay an amount (calculated as follows), of the Ingoing Contribution paid in respect to the period which has *elapsed since the commencement date of you taking up your right to reside, to the date you cease to formally reside in the accommodation unit*, to a maximum of 30%.

Year	Time Elapsed	Exit Fee (% of the Ingoing Contribution)
0 - 1	Less than 1 year	10% for the first year calculated daily
1	1 year or more but less than 2 Years	10% for the first year plus 10% per annum calculated daily during the 2 nd year
2	2 years or more but less than 3 years	20% for the first 2 years plus 10% per annum calculated daily during the 3 rd year
3	3 years or more but less than 4 Years	30% for the first 3 years plus 5% per annum calculated daily during the 4 th year
4	4 years or more	35% (maximum Exit Fee)

3.11 The minimum exit fee (based on the example below) is \$47.95 based on 1 day of occupation at 10% of the ingoing contribution paid by you for the first year calculated on a daily basis.

The maximum exit fee (based on the example below) is \$61,250.00 being 35% of the ingoing contribution paid by you.

3.12 Examples of Exit fee

The details below are by way of example only and do not represent any particular accommodation unit or the owner's view of future capital appreciation or inflation rates.

Example of Payment of Exit Fees calculated on a pro rata daily term.

Example 1:

Assume you have occupied the accommodation unit for 180 days within **1st year**

Resident's Ingoing Contribution	\$175,000.00
Daily pro rata on 180 days @ 10% within first year	\$ 8,630.14
Total Exit Fee payable	<u>\$ 8,630.14</u>

Example 2:

Assume you have occupied the accommodation unit for **1 full year and 250 days**

Resident's Ingoing Contribution	\$175,000.00
Exit Fee – 10% for first full year	\$ 17,500.00
Daily pro rata on 250 days @ 10% within second year	\$ 11,986.30
Total Exit Fee payable	<u>\$29,486.30</u>

Example 3:

Assume you have occupied the accommodation unit for **3 full years and 98 days**

Resident's Ingoing Contribution	\$175,000.00
Exit Fee – 30% for first three full years	\$ 52,500.00
Daily pro rata on 98 days within fourth year @ 5%	\$ 2,349.32
Total Exit Fee payable	<u>\$54,849.32</u>

ATTACHMENT 3

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

- (a) The ingoing contribution paid by you
- (b) The exit fee calculated in accordance with clause 3.10;
- (c) Any other amounts such as scheme operator's legal fees (including stamping and registration), any costs of reinstatement works, outstanding general service fees / personal service fees and your share of selling costs payable by you pursuant to the terms of the Act.

When calculating the exit entitlement the resident is not entitled to any capital gain and is not liable for any capital loss on the sale of the right to reside in the accommodation unit.

3.15 Examples of exit entitlement:

The following examples do not have relevance to your particular exit entitlement and do not represent any particular accommodation unit or the Scheme Operator's view on future capital depreciation or future reinstatement costs, sales costs or legal costs and are merely examples for showing you your exit entitlement. (Examples are calculated using the same Examples of Exit Fees as described in 3.10).

Example 1 – After being a resident for 180 days *within* first year

Your Ingoing Contribution	\$ 175,000.00
<u>Less</u> exit fee (ie 10% pro rata on 180 days)	\$ 8,630.14
<u>Less</u> any further monies referred to in paragraph 3.14(c)	\$

Exit Entitlement = \$166,369.86

Example 2 – After being a resident for 1 full year and 250 days *within* second year

Your ingoing contribution	\$ 175,000.00
<u>Less</u> exit fee	\$ 29,486.30
<u>Less</u> any further monies referred to in paragraph 3.14(c)	\$

Exit Entitlement = \$145,513.70

Example 3 – After being a resident for 3 full years and 98 days *within* fourth year

Your ingoing contribution	\$ 175,000.00
<u>Less</u> exit fee	\$ 54,849.32
<u>Less</u> any further monies referred to in paragraph 3.14(c)	\$

Exit Entitlement = \$120,150.68

ATTACHMENT 4

3.22 The maintenance reserve fund contribution is calculated as follows:

The maintenance reserve fund contribution of \$3.25 per day (\$22.75 per week) is calculated as follows for the year 1st July 2020 to 30th June 2021:

The maintenance reserve fund contribution is an amount determined by the scheme Operator after reference to the report by Leary & Partners dated 13th May 2019 (see Attachment 14) and annual Maintenance Reserve budget for the Village (see Attachment 15).

If a shortfall exists between the amount received from the maintenance reserve fund contribution and the amount required according to the report by Leary & Partners will be met by the Scheme Operator until the maintenance reserve fund contribution is sufficient but subject to the Scheme Operator's right to recover that shortfall from the residents in accordance with the Act (if any).

3.24 Other special conditions are:**(a) Sale of Existing Residence**

If so detailed on the *Application for Residence* (Attachment 9), the acceptance by the Scheme Operator of your application to reside at the Village is subject to you entering into a contract for the sale of your existing dwelling and the completion of the contract prior to the date upon which you are due to take up your right to residence in the Village.

(b) Payment of Ingoing Contribution and Other Costs

Prior to take up residence in the Village, you will be required to have:

- paid the ingoing contribution;
- executed all of the documentation detailed in Prospective Costs Document, Application for Residence (Attachment 9), Form 5 – Pre contractual Disclosure Waiver (Attachment 10), Residence Contract (Attachment 11), Loan Agreement (Attachment 12)
- paid the Scheme Operator's legal costs (if applicable)

(c) Independent Legal Advice

We strongly recommend that you seek and obtain independent legal advice before entering into a residence contract. In the event you do obtain legal advice, your solicitor should certify that you understand the terms and conditions relating to the right to reside at the Village. The Statement is shown in Attachment 10.

If you choose not to obtain legal advice then you should confirm that by completing the relevant part of the Statement in Attachment 10.

(d) Additional Terms

Additional terms and conditions are contained in the Residence Contract (Attachment 11) and Loan Agreement (Attachment 12), in particular, relating to the reinstatement, maintenance and repair of your accommodation unit, including the obligation to pay the Scheme Operator's legal costs associated with the granting of the right to reside and the termination of the right to reside.

(e) Loan to Scheme Operator

- i) The ingoing contribution to be paid by you will be by way of an interest-free loan to the Scheme Operator. The Loan will be made prior to taking up occupation of the accommodation unit and will be upon the terms contained in the Residence Contract (Attachment 11).
- ii) Throughout this Prospective Costs Document, the reference to the ingoing contribution is an identical amount to the amount of the Loan Amount detained in the Residence Contract and where reference is made to repayment of an Ingoing Contribution it is to be read and interpreted as a repayment of the Loan Amount.
- iii) The Residence Contract provides for certain payments to be made by you to the Scheme Operator both at termination of the Residence Agreement and during the term of the licence namely, service, fees, costs of reinstatement works, exit fees etc. The monies to be paid by you pursuant to clause 3.6 of the Residence Agreement will be by way of set-off for consideration when determining the Loan Amount to be repaid by the Scheme Operator to you under the Loan Agreement as part of your exit entitlement.

5.2.4 The current General Services Charge by accommodation type is \$13.98 per day (\$97.86 per week) and is calculated as follows:

Determined by the Scheme Operator after reference to the annual budget for the Village, taking into account running costs (see General Services Budget – Attachment 15).

The Scheme Operator must not increase the total of general service charges for the financial year by more than the Consumer Price Index percentage increase for the financial year (Retirement Village Act 1999 (Qld) 106 (1)) unless additional increase is under the Retirement Villages Act 1999 (Qld) 107 or otherwise authorised by the Act.

The shortfall between amount received from the general services charge and amount required based on the budget for the Village will be met by the Scheme Operator until the general services charge is sufficient to meet the operating costs of the Village but subject to the Scheme Operator's right to recover that shortfall from the residents in accordance with the Act (if any).

General services provided include:

- (a) **Management and Administration:** This includes management overseeing the operations of the Village, arranging for periodic meetings with residents or attending residents' meetings (if a Resident Committee is operating), responding to residents' enquiries and complaints and to retirement village issues as defined by the Act, preparing responses for all matters and things as required by the Act and any other duty or act required to manage the village.
- (b) **Gardening and Minor Day to Day Maintenance:** This includes maintaining the village gardens and landscaping day to day maintenance of village capital items not including the internal of resident's units. This service may be provided by the manager's staff or external contractors.

It is the residents' responsibility for the maintenance and repair of resident installed fixtures such as air conditioner and awnings.
- (c) **Mowing:** This includes provision for all the village grassed lawns either by village staff or external contractors.
- (d) **Council Rates:** This includes all rates levied by Cassowary Coast Regional Council and for the provision of services to the site such as water and sewerage etc.
- (e) **Refuse Collection and Disposal:** This includes refuse collection from village bin enclosures and disposal off-site.
- (f) **Electricity Supply and Distribution:** This includes electricity supply to all common areas and minor maintenance to the distribution system.
- (g) **Insurance:** This includes statutory insurance required under the Act for Public Liability, Buildings, Contents not covered by residents, Workers' Compensation and Machinery Breakdown (refer Table in paragraph 2.13).
- (h) **Communication Consumables and Maintenance:** This includes maintenance of cables and conduits for village telephone and communications systems.

ATTACHMENT 7

5.3.1 Additional Resale Process Information

The Scheme Operator has the controlling right to sell the right to reside in the Village, but if this has not been sold after 6 months from the termination date of the Licence (as defined in the Act) or, if you have died, after 6 months from the date we are notified of your death or if there are 2 residents, the date of death of the last of you, then you or your executor has the right in conjunction with the Scheme Operator to sell the right to reside.

You will have an obligation to continue to pay the General Services Charge until the right to reside is sold but only for 90 days after you vacate the accommodation unit. After the 90 day period, the Scheme Operator and the resident are liable to share in payment of the General Services Charges in the manner as set out in the Act and licence. Examples of the calculation of the sale proceeds are shown in clause 3.14.

ATTACHMENT 8

5.4.1 Internal Dispute Resolution Process

The internal dispute resolution process within this village is:

- (a) There will be regular informal meetings arranged by the Scheme Operator for meetings of residents or with a formal Resident Committee, if operating, to examine policies and procedures and discuss resident comments and complaints;
- (b) The village will maintain up to date and accessible resources on available advocacy services. Staff will be familiar with these and will assist residents to assess the services as required;
- (c) Residents compliments and complaints forms are placed in easily accessible and prominent positions throughout Warrina Innisfail and Villanova Centre;
- (d) Comments and complaints will be logged with the following information being recorded:
 - Date of comment/complaint
 - Log number
 - Nature of complaint;
 - When action to resolve the issue occurred;
 - Acceptance by the complainant of the action undertaken; and
 - Date of the review of the success of the action.
- (e) Residents will be informed of ways of resolving comments and complaints. Simple, straight forward comments or feedback which can be resolved easily and quickly will be dealt with informally. Where complaints are more complex or serious and need to be referred to management, the formal, written complaint procedure set out below is to be used;
- (f) A party to a dispute must give the other party written notice:
 - Stating the matters in dispute; and
 - Nominating a day at least fourteen (14) days after the notice is given for the parties to meet within the village to attempt to resolve the dispute.
- (g) The other party must give the first party a written response to the notice within seven (7) days of receiving it;
- (h) On the nominated day, or another day with seven (7) days of the nominated day agreed between the parties, the parties must meet in the village and attempt to resolve the dispute;
- (i) If the dispute cannot be resolved internally either party may apply for a mediator to be appointed under the Act.