

COOLUM BEACH RETIREMENT COMMUNITY

PUBLIC INFORMATION DOCUMENT (to be used for Units 72 to 123)

Between: SUNDALE LTD

And: [INSERT RESIDENT(S) NAME(S)]

Agreed Date of Entry: [INSERT DATE OF ENTRY]

Unit Number: [INSERT UNIT NUMBER]

COME FOR THE *Lifestyle*

... STAY FOR THE *Care*

Retirement Villages Form 1

Public information document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 July 2012



Retirement Village Name:

Coolum Beach Retirement Community

Retirement Village Address:

4 Wembley Road

Suburb Coolum Beach

State QLD

Postcode 4573

Contact Details:

Phone (07) 5455 1111

Fax (07) 5455 1087

Mobile 0448 560 331

Email Manager.Coolum@sundale.org.au

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 17 May 2011 under section ~~27~~ or 36 of the Act. (Delete section that is not applicable.)

© State of Queensland, 2006.

Other than for the purposes prescribed under the Copyright Act 1968 (Cwlth), this document may only be used for the purposes of the *Retirement Villages Act 1999*. Unless the prior written consent of the Office of Fair Trading has been obtained, this document or any adaptations of this document may not be distributed for sale or used for any other commercial purpose.

Note: this notice does not form part of the public information document.

Table of Contents

STRUCTURE OF THIS PID	6
Part 1 — Generic information	6
Part 2 — Village and accommodation information	6
Part 3 — Your accommodation unit details	6
Part 4 — Available accommodation units information	6
Part 5 — General information for this village.....	6
PART 1 – GENERIC INFORMTION	7
Chapter 1 — General Village Information	7
Accommodation Information.....	7
Facilities Information.....	7
Funds Information.....	7
Capital Replacement Fund	7
Maintenance Reserve Fund	8
Body Corporate Contributions	8
Village Insurance	8
Available Accommodation Units	8
Statutory Charge	8
Chapter 2 — Residents’ Rights And Obligations Information	9
General.....	9
Termination and Refunds	9
Residence.....	9
Services and Facilities	10
Financial Statements	10
Special Conditions	10
Ingoing Contribution	10
Exit Fee.....	10
Services Charges and Fund Contributions.....	10
Insurance	10
By-Laws	10
Other Obligations.....	10
Chapter 3 — Residents’ Contributions Information	10
General.....	10
Exit Fee.....	10
Exit Entitlement.....	11
General Services Charge	11
Personal Services Charge.....	11
Chapter 4 — Resale Process Information	11
General.....	11
Process if the Scheme Operator has a Controlling Right Resale Value	11
Reinstatement Work	11
Sale and Information	11
Exit Entitlement.....	12
Continuing Liability for Contributions	12
Process if the Scheme Operator does not have a Controlling Right.....	12
Chapter 5 — Dispute Resolution Information.....	12
General.....	12
Preliminary Negotiation	12
Mediation	12
Tribunal Hearings	13
PART 2 – COMMUNITY AND ACCOMMODATION INFORMATION.....	14
Community Details	14
Facilities Details.....	14
Age Limitations	14
Accommodation Details.....	14
Insurance Information.....	15
PART 3 – YOUR ACCOMMODATION UNIT DETAILS	16
Accommodation Unit Details	16
Exit Fee.....	17
Exit Entitlement.....	18

Fees and Charges	19
General Services Charge	19
Personal Services Charge.....	19
Other Fees.....	19
Special Conditions.....	20
List of Contracts.....	20
PART 4 – AVAILABLE ACCOMMODATION UNITS INFORMATION	21
Freehold Accommodation Units	21
Leasehold Accommodation Units.....	21
Licence Accommodation Units	21
Other Types of Tenure	21
PART 5 – GENERAL INFORMATION FOR THIS VILLAGE	22
Chapter 1 — Funds Information.....	22
Capital Replacement Fund.....	22
Maintenance Reserve Fund	23
Chapter 2 — Residents’ Contributions Information	24
Chapter 3 – Resale Information	24
Additional resale process informtion	24
Chapter 4 - Dispute Resolution Process.....	25
Internal Dispute Resolution Process	25
Chapter 5 – Additional Information	25

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 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.

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
- 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
 - 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
 - access to emergency call access facilities
 - 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
 - (b) 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
 - (iii) accommodation units other than items that under the residence contract, are to be maintained, repaired or replaced by the resident.
 - (b) plant, machinery and equipment owned by the scheme operator such as communal hot water, community facility furnishings, gardening equipment, village bus
 - (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.
- 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 ingoing 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

(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 ingoing 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 ingoing 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 ingoing contribution applied to the capital replacement fund
 - 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
 - (b) interest from investment of the fund
 - (c) 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
 - 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.

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
 - (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. Insurance on any significant alterations including solar panels, patio extensions etc Residents should also be aware of any damage to Sundale Ltd property may result in Resident paying the excess insurance amount.
- 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.

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

(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 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 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

(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

(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 six 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.

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
- 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
- the right to reside is sold
- 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. Where the exit fee is worked out having regard to the length of time the resident has resided in the accommodation unit, the exit fee is calculated on a daily basis.

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
 - the right to reside is sold
 - 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, this may include removing any Resident alterations. 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.
- 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
 - 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

- 1.4.17 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 Queensland Civil and Administrative 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 principal registrar at the Queensland Civil and Administrative Tribunal 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 Queensland Civil and Administrative Tribunal 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
 - 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
 - one party does not attend mediation
 - if the dispute is not settled within four months
 - 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 Queensland Civil and Administrative 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.
- 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 *Queensland Civil and Administrative Tribunal Regulation 2009*. Information about the fee can be obtained by contacting the Queensland Civil and Administrative Tribunal.

The address of the Queensland Civil and Administrative Tribunal is:

Principal Registrar Queensland Civil and Administrative Tribunal
GPO Box 1639, Brisbane QLD 4001
Telephone: 1300 753 228
Facsimile: 07 3221 9156

Or:

Level 9, 259 Queen Street
Brisbane QLD 4000
Web: www.qcat.qld.gov.au
Email: enquiries@qcat.qld.gov.au

Part 2 – Community and accommodation information

Date: 1 July 2020

Community Details

- 2.1 The name of the retirement community is: **Coolum Beach Retirement Community** (a copy of the Certificate of Registration of the retirement village scheme is included as Attachment A)
- 2.2 The retirement community is situated at: **4 Wembley Road, Coolum Beach Qld 4573**
- 2.3 The real property description of the land on which the retirement village scheme is on: **Lot 1 on SP 152367 and Lot 801 on SP262521 County of Canning, Parish of Maroochydore.**
- 2.4 The land the retirement community is on is owned by: **Sundale Ltd A.B.N. 33 436 160 489 / ACN 164 270 946**
- 2.5 Management of the community operations is the responsibility of: **Sundale Ltd A.B.N. 33 436 160 489 / ACN 164 270 946 through the Retirement Villages Manager** who is located at **Coolum Beach Care Centre, 4 Wembley Road, Coolum Qld 4573**
- 2.6 The land is subject to the following encumbrances, endorsements or other charges:
- statutory charge under the Act: **'EXEMPTED'**.
 - registered mortgage to: **N/A**.
 - unregistered mortgage to: **N/A**
 - lease to (other than leases to residents): **N/A**.
 - company charge to: **N/A**
 - licence to (other than licences to residents): **N/A**
 - easement to (other than easements to residents): **N/A**
 - other endorsements (specify): **N/A**.
- 2.7 The real property description of any land over which residents have a right of access, which is not part of the community land, and details of the right of access granted to the residents are: **N/A**

Facilities details

- 2.8 The scheme operator will provide the following existing facilities to residents:
- common gardens
 - transport facilities
 - laundry facilities
 - dining facilities
 - access to emergency call facilities
 - recreational/social facilities
 - other facilities - specify
- 2.9 Additional facilities will only be provided if certain conditions occur such as increased sales, availability of finance or market conditions. At this stage there is not an intention to extend facilities in the community however this as always will be considered in conjunction with the views and aspirations of community residents and agreement of the scheme operator. 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.
Additional units are planned to complete the development as demand is considered sufficient to justify the investment

Age limitations

- 2.10 The age limits applicable to this retirement village scheme are: **Applicants for residence at the Community must generally be sixty-five (65) years of age or over. In the case of joint applicants at least one applicant must generally be sixty-five (65) years of age or over. The Scheme Operator may in its absolute discretion accept Applicants for residence in the Community who are less than sixty-five (65) years of age.**

Accommodation Details

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

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units			123	
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 community will have the following number and types of accommodation units:

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units			123	
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 community is insured as follows:

Type	Amount	Insurer	Period
Public and Products Liability	\$ 20.0m	Ansvar Insurance Limited	31 October 2021
Professional Indemnity	\$ 10.0m	Ansvar Insurance Limited	31 October 2021
Directors and Officers Liability	\$ 10.0m	AIG Australia	31 October 2021
Workers' Compensation	Open	ACES Self Insurance	31 December 2021
Voluntary Workers Personal Accident	Claim Specific	Chubb Insurance Aust Limited	31 October 2021
Motor Vehicle	Claim Specific	Allianz Australia Insurance Limited	31 October 2021
Comprehensive Crime	\$ 1.0m	Chubb Insurance Aust Limited	31 October 2021
Statutory Liability	\$ 1.0m	Specialist Underwriting Agencies Pty Ltd.	31 October 2021
Industrial Special Risks	\$ 80.0m	Allianz Australia Insurance Limited	31 October 2021

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: 1 July 2020

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

- 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:

**Sundale Ltd,
P.O. Box 5202 S.C.M.C.,
NAMBOUR Q. 4560**

or

**Butler Mc Dermott Lawyers,
P.O. Box 117,
NAMBOUR Q. 4560**

Accommodation Unit Details

- 3.3 The accommodation unit you have selected is Accommodation Unit No. _____ at Coolum Beach Retirement Community, 4 Wembley Road, Coolum Qld 4573 of approximately _____ square metres marked on the plan attached to this PID at Attachment B.
- 3.4 The ingoing contribution for the accommodation unit is \$ _____.
- 3.5 The accommodation unit is (please tick box):

<input type="checkbox"/> An independent living unit	<input type="checkbox"/> A serviced apartment
<input type="checkbox"/> other — specify	

Residents obtain a right to occupy an Accommodation Unit by entering into a Residence Agreement (Licence) and paying the Ingoing Contribution.

Licence Option:

Licence Option	Tick and sign
Stable Licence Contribution Option	<input type="checkbox"/>

3.6 The tenure that you will receive in your Accommodation Unit is (please tick):

<input type="checkbox"/> Freehold Tenure	<input type="checkbox"/> Leasehold Tenure
<input type="checkbox"/> Licence	<input type="checkbox"/> 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. **This layout plan is shown as Attachment C.**

- 3.8 The following fixtures, fittings and furnishings will be provided in your Accommodation Unit:
- Interiors are generally decorated in soft pastels colours with coordinated floor covering and tiles;
 - Laminated built in cupboards and benchtops in kitchen, including kitchen appliances and stainless steel sink;
 - Bathroom includes shower, vanity unit with basin and mirror, handrail (or provision for handrail) in the shower and beside toilet;
 - Built-in wardrobes;
 - Quality light fittings throughout;
 - Telephone outlets for private connection;
 - Hot water service;
 - Floor coverings are carpet; quality vinyl and tile combinations;
 - Emergency call facilities;
 - Exterior clothes line;
 - Smart lighting;
 - Air conditioning;
 - Furniture is not provided, with any **other items not provided by Sundale remaining the responsibility of the resident**;
 - All alterations require an Alteration Approval Form authorised by the Executive Committee. Sundale will take no responsibility for any equipment/ alterations that have been added by the resident, approved or otherwise.

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 is the relevant percentage set out below of the Ingoing Contribution paid by you.

Length of time from and including the commencement date to and including the date you cease to reside in your Accommodation Unit	Stable Licence Contribution Option - Based on Ingoing Contribution Paid
Less than 1 year (year 1)	3%
1 year or more but less than 2 years (year 2)	6%
2 years or more but less than 3 years (year 3)	9%
3 years or more but less than 4 years (year 4)	12%
4 years or more but less than 5 years (year 5)	15%
5 years or more but less than 6 years (year 6)	18%
6 years or more but less than 7 years (year 7)	21%
7 years or more but less than 8 years (year 8)	24%
8 years or more but less than 9 years (year 9)	27%
9 years or more but less than 10 years (year 10)	30%
10 years or more	30%

Standard Ingoing Contribution Amount	\$ 500,000
1 Year	
Ingoing Contribution	\$500,000
Less Exit Fee	(\$15,000)
Exit Entitlement	\$485,000
3 Years or more	
Ingoing Contribution	\$500,000
Less Exit Fee	(\$60,000)
Exit Entitlement	\$440,000
5 Years or more	
Ingoing Contribution	\$500,000
Less Exit Fee	(\$90,000)
Exit Entitlement	\$410,000
10 Years or more	
Ingoing Contribution	\$500,000
Less Exit Fee	(\$150,000)
Exit Entitlement	\$350,000
<p>Note: The indicative payout figures above do not include any outstanding service fees, costs of unit re-instatement (where applicable) etc and these will need to be taken into consideration when calculating final payouts.</p>	

Note 1:

If you live in the community for 10 years or more then, regardless of the date in which you cease to reside in your accommodation unit, the exit fee will be 30% of your ingoing contribution.

3.11 The minimum exit fee is \$

The maximum exit fee is \$

3.12 Examples of exit fee:

The examples of the Exit Fee payable is set out in the table below:

Less than 1 year (year 1)	3 Year or more	5 Years or more	10 Years or more
\$ A	\$ B	\$ X	\$ Y

Note: If the Exit Fee is calculated on the Resale Price and you want us to accept an offer for the Accommodation Unit which is less than the agreed Resale Value, and we do, then the Exit Fee will be calculated on the Resale Value and not the offer.

Similarly if we accept an offer on the Accommodation Unit which is less than the agreed Resale Value, the Exit Fee will be calculated on the offer rather than the agreed Resale Value.

Exit Entitlement

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

3.14 The Exit Entitlement is equal to:

The Ingoing Contribution paid by you for your licence of the Accommodation Unit

- LESS The Exit Fee calculated as set out at Clause 3.10
- LESS Any outstanding Personal or General Service Charges
- LESS Any outstanding Maintenance Reserve Fund contributions
- LESS Any costs of reinstatement of the unit payable by you under the Act or the Residence Agreement
- LESS Any costs associated with the removal and storage of your contents
- LESS Any Modifications Costs as defined in the Residence Agreement
- LESS Your share of any costs we incur in the resale of the Unit as determined by the Residence Agreement and the Act

- LESS Any interest owed on overdue monies
- LESS Any other monies owing to us under the Residence Agreement or the Act

3.15 Examples of exit entitlement:

The example of the Exit Entitlement payable is set out in the table below. Examples of the Exit Entitlement payable under are set out in Clause 3.10 and it's associated tables.

Less than 1 year (year 1)	3 Year or more	5 Years or more	10 Years or more
\$ A	\$ B	\$ X	\$ Y

Figures above are indicative only.

Fees And Charges

3.16 As a resident in the community, 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.

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
- other services — specify – emergency call access facilities.

3.18 General services charges **do not** include charges for individual services such as charges for laundry, meals, cleaning accommodation units.

3.19 The general services charge is: **\$408.52 per 28 days payable in advance and inclusive of the Maintenance Reserve Fund contribution of \$82.88.**

A budget setting out the required Maintenance Reserve Fund contributions and anticipated expenditure to provide the general services is prepared each financial year. The total contributions and expenditure is divided by the number of units in the Community, then divided by 365 to give a daily rate and then pro rata-ed to establish the fees based on a 28 day period.

Personal Services Charge

3.20 Personal services selected include:

Personal services are available to assist residents with the activities of daily living including meals, cleaning, care services and gardening in individual unit gardens. These services are provided by the Scheme Operator on a user pays basis and the residents are required to enter into a separate agreement if they choose to receive any of these services.

As a provider of “In-Home Care and Rehabilitation Services” Sundale may be able to access Government subsidies for a range of services on behalf of the resident depending on Government eligibility criteria. We will provide assistance in establishing such eligibility and service planning at no cost to the resident.

3.21 The personal services charge is: **determined by the scheme operator based upon the required services, frequency and availability of Government subsidies.**

and is calculated as follows:

In accordance with the current service prices taking into consideration any Government Subsidies which may be available. Sundale will assist residents wherever possible to access information and/or services which attract such subsidies.

Other Fees

3.22 The maintenance reserve fund contribution, which is part of the general services charge, is: **\$82.88 per 28 days payable in advance** and is calculated as follows: **The average annual amount established by the Quantity Surveyor report, adjusted by the balance within the MRF account, is divided by the number of existing Accommodation Units in the Community, and then divided by 365 to give a daily rate, and pro rata-ed to establish the fees for a 28 day period.**

The resident has a responsibility to pay for all services either provided to the resident by third parties; or to Sundale for services requested that are not included within the General Services Charges or Personal Services Charges. All such fees will be advised on a presented invoice or statement.

3.23 Other fees are: and are calculated as follows: (Set out method of calculation)

Special Conditions

3.24 Other special conditions are:

- **It is important that the Resident/s understand the legal and financial considerations of entering into any agreement and it is strongly recommended that the Resident/s seek independent advice from a lawyer,**

accountant or financial adviser in relation to this Public Information Document and the associated documents and attachments.

Statement of Independent Advice	Signature/s	Date
I / We confirm that I / We have been encouraged by the Scheme Operator to seek independent legal and financial advice.		

- Alterations or extensions to the unit require written agreement from Sundale prior to being undertaken, and may be the subject of a “further agreement” and on terms and conditions as required by Sundale.
- To ensure a safe environment, the planting of shrubs and trees are subject to the prior agreement of Sundale. The resident remains responsible for the maintenance of their unit gardens unless alternative arrangements are entered into with Sundale.
- It is understood that the Accommodation Unit is designed for independent living. Sundale will do everything we can to support you to remain in your Accommodation Unit however if this is no longer safe or appropriate for you, alternative accommodation arrangements may be necessary.

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).
- **Residence Agreement.**

Part 4 – Available accommodation units information

Date: 1 July 2019

- 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
Not Applicable			

(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	Sale Price
E.g. Unit 1	A1 (or 3 bedroom)	Lot 1 on Group Title Plan 2345	99 years	\$50,000
Not Applicable				

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

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	Sale Price
		Part of Lot 1 Survey Plan 152367	Life or earlier termination	
		Part of Lot 801 on Survey Plan 262521	Life or earlier termination	

(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:

Leasehold Unit No	Type	Real Property Description	Term	Sale Price
Not applicable				

Part 5 – General information for this community

Date: 1 July 2020

CHAPTER 1 — FUNDS INFORMATION

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 **2019/20** financial year was **\$316,843**.

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: **QTY\$ - Lincoln Catton**

Date of report: **4 June 2021**

Funds Projection over fifteen years from **1 July 2021**

Capital Replacement Fund

Period	Opening Balance	Total Net Contributions	Interest Earned	Estimated Tax	Annual Provisions For Anticipated Expenditure	Closing Balance
			1.0%	0%		
2021	131,517	46,000	1,336	0	41,841	137,012
2022	137,012	46,486	1,391	0	42,259	142,630
2023	142,630	46,951	1,448	0	42,682	148,347
2024	148,347	47,421	1,505	0	43,109	154,164
2025	154,164	47,895	1,563	0	43,540	160,082
2026	160,082	48,853	1,623	0	44,411	166,147
2027	166,147	49,830	1,684	0	45,299	172,362
2028	172,362	50,827	1,747	0	46,205	178,731
2029	178,731	51,844	1,811	0	47,129	185,257
2030	185,257	52,881	1,877	0	48,072	191,943
2031	191,943	53,939	1,944	0	49,033	198,793
2032	198,793	55,018	2,013	0	50,014	205,810
2033	205,810	56,118	2,084	0	51,014	212,998
2034	212,998	57,240	2,156	0	52,034	220,360
2035	220,360	58,385	2,230	0	53,075	227,900

Note: The **Closing Balance** at the end of each year will not be an **actual** balance but is to be used as a guide for determining annual contributions after amounts for actual and anticipated expenditure have been taken into account.

Other details of the quantity surveyor's report:

- **A copy of the Quantity Surveyor's report is available on request to the Retirement Villages Manager.**
- **The Capital Replacement Fund movement set out above are estimates only, and are subject to change in accordance with the provisions of the Retirement Villages Act and as the Quantity Surveyor's report is reviewed and updated.**

5.1.3 Before the Act commenced on 1 July 2000, there were no residence contracts for the retirement community.

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

- Not applicable** (set amount); or
- calculated as follows: **Not applicable** (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 **Nil** percent of the ongoing contribution to the capital replacement fund.

5.1.6 The percentage of the ongoing 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 ongoing contribution is calculated is set out below:

We must maintain a Capital Replacement Fund and we are solely responsible for making contributions to that fund. We make a contribution to the Capital Replacement Fund each year based on the amount required under the Quantity Surveyor's Report.

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 **2019/20** financial year was: **\$144,124**.

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: **QTY\$ - Lincoln Catton**
 Date of report: **4 June 2021**
 Funds Projection over fifteen years from **1 July 2020**

Maintenance Reserve Fund

Period	Opening Balance	Total Net Contributions	Interest Earned	Estimated Tax	Annual Provisions For Anticipated Expenditure	Closing Balance
			1.0%	47%		
2021	143,651	120,632	1,491	701	109,666	155,407
2022	155,407	131,253	1,614	759	119,322	168,193
2023	168,193	132,566	1,742	819	120,515	181,167
2024	181,167	133,892	1,873	880	121,720	194,332
2025	194,332	135,231	2,005	942	122,937	207,689
2026	207,689	137,936	2,140	1,006	125,396	221,363
2027	221,363	140,695	2,278	1,071	127,904	235,361
2028	235,361	143,509	2,419	1,137	130,462	249,690
2029	249,690	146,379	2,563	1,205	133,071	264,356
2030	264,356	149,307	2,711	1,274	135,732	279,368
2031	279,368	152,293	2,863	1,346	138,447	294,731
2032	294,731	155,339	3,018	1,418	141,216	310,454
2033	310,454	158,446	3,177	1,493	144,040	326,544
2034	326,544	161,615	3,339	1,569	146,921	343,008
2035	343,008	164,847	3,505	1,647	149,859	359,854

Note: The **Closing Balance** at the end of each year will not be an **actual** balance but is to be used as a guide for determining annual contributions after amounts for actual and anticipated expenditure have been taken into account.

Other details of the quantity surveyor's report:

- **A copy of the Quantity Surveyor's Report is available on request from the Retirement Villages Manager.**
- **The Maintenance Reserve Fund movements set out above are estimates only and are subject to change in accordance with the provisions of the Retirement Villages Act and as the Quantity Surveyor's Report is reviewed and updated.**

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:

The average annual amount established by the Quantity Surveyor's Report, adjusted by the balance within the Maintenance Reserve Fund account, is divided by the number of existing Accommodation Units in the community, and then divided by 365 to give a daily rate, and pro rata-ed to establish the fees for a 28 day (4 weekly) period. The budget generated through this methodology may be affected by variations due to the anticipated occupancy levels, or any new Accommodation Units becoming available through the year.

The annual amount payable for each Accommodation Unit is \$1,080.40.

The contribution level may vary over time in accordance with changes in maintenance costs and requirements as established through the annual review of the Quantity Surveyor's Report.

(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

5.2.1 As a resident in the community, 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
 - other services –specify **access to emergency call facility**

5.2.3 General services charges **do not** include charges for individual services such as charges for laundry, meals, cleaning Accommodation Units.

5.2.4 The current general services charge by accommodation type is: **\$408.52 per 28 days payable in advance** (set amount) and is calculated as follows:

A budget setting out the required MRF contributions and anticipated expenditure required to provide the general services is formulated with the expenditure divided by the number of Accommodation Units in the community, and then divided by 365 to give a daily rate, and pro rata-ed to establish the fees payable based on a 28 day (4 weekly) period.

The budget generated through this methodology may be affected by variations due to the anticipated occupancy levels, any new Accommodation Units becoming available for occupancy throughout the year, or the anticipated operational financial result outline in the budget for the community.

(Set out method of calculation)

- 5.2.5 Personal services provided include:
- personal laundry
 - meals
 - cleaning
 - other services – specify

Personal services are made available (although not represented as being part of this agreement) are aimed at assisting residents with the activities of daily living, including meals, cleaning, care services, and gardening in individual unit gardens. These services are provided by Sundale on a user pays basis and the residents are required to enter into a separate agreement if they choose to receive any of these services.

As a provider of “In-Home Care and Rehabilitation Services” Sundale may be able to access Government subsidies for a range of services on behalf of the resident depending on Government eligibility criteria. We will provide assistance in establishing such eligibility and service planning at no cost to the resident.

5.2.6 Fees for personal services are: **developed with the resident based upon the required services, frequency and availability of Government subsidies.**

and is calculated as follows:

In accordance with the current service prices taking into consideration any Government Subsidies which may be available. Sundale will assist residents wherever possible to access information and/or services which attract such subsidies.

CHAPTER 3 – RESALE INFORMATION

Additional resale process information

- 5.3.1 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.

Controlling Right to sell the Right to Reside

Sundale maintains the controlling right to sell the right to reside in your Accommodation Unit.

Resale Process

Since Sundale maintains the controlling right to sell the right to reside, the resale process outlined in Part 1 Chapter 4 of this Public Information Document applies.

Your Obligation to Pay Fees

A resident has an obligation to continue to pay fees as follows:

Personal Services

- If the resident terminates the licence under Section 52 of the Act, for no more than the period of notice set out in notice of termination, or if the notice period is extended, for no more than 14 days after the end of the extended period of notice;
- If the Scheme Operator terminates the lease under Section 53 of the Act, for no more than the period of notice set out in the notice of termination;
- If the licence terminates on the resident's death, for no more than 28 days after the contract is terminated; or
- In accordance with such arrangements as are outlined in the separate service agreement.

General Services

The resident will continue to be liable for this charge until the earlier of:

- The sale of the unit;
- Ninety (90) days elapses from the resident's vacation of the unit*; or
- The Queensland Civil and Administrative Tribunal orders that the Scheme Operator pay the exit entitlement, however

* if the unit has not been sold within 90 days after the resident vacates the unit, then the resident and the Scheme Operator are to pay the charge in the same proportion as they are to share in the gross proceeds of sale of the unit until the earlier of:

- The sale of the unit; or
- Nine (9) months elapses from the resident's vacation of the unit.

If the unit has not been sold within nine (9) months after the resident vacates the unit, the Scheme Operator will be liable to pay the charge from that time.

CHAPTER 4 - DISPUTE RESOLUTION PROCESS

Internal Dispute Resolution process

5.4.1 The internal dispute resolution process within this community is:

Resident: Resident Dispute

Our basic philosophy is that disputes should be settled as near as possible to their source. To this end we will encourage residents to settle the matter between themselves and will assist to facilitate this before the matter gets out of hand.

In the event that a dispute arises between residents, the residents involved should first take their dispute to the residents' committee. The committee will attempt to resolve the dispute to the satisfaction of all parties. Should the matter not be resolved, the residents' committee will raise the matter with the Retirement Villages Manager, who will attempt to resolve the dispute to the satisfaction of all parties.

Should the matter still remain unresolved, the Retirement Villages Manager will involve the Sundale Chief Executive Officer (or delegate) who will attempt to mediate the matter. If the matter becomes irreconcilable, the residents may resolve to take action under their civil rights.

At any stage through this process, external involvement may be accessed to mediate the matter and find resolution.

Resident: Sundale Dispute

Our basic philosophy is that disputes should be settled as near as possible to their source and as quickly as possible.

In the event that a dispute arises between a resident and Sundale, this should be taken up with the Retirement Villages Manager at the earliest possible opportunity. The Retirement Villages Manager will take all reasonable steps to resolve the matter to the satisfaction of both parties.

In the event that the Retirement Villages Manager cannot resolve the matter to the satisfaction of both parties, the Retirement Villages Manager will involve the Sundale Ltd Chief Executive Officer (or delegate) who will attempt to mediate the matter. If the matter is not reconcilable, the parties may resolve to undertake the external dispute resolution process outlined in Part 1 Chapter 5 of this Public Information Document.

Please note that nothing within this process is intended to replace or compromise the ability of any party to exercise their legal or other rights.

CHAPTER 5 – ADDITIONAL INFORMATION

5.5.1 Plan for retirement community 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 community
- 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 community (if any)
- the ownership and management structures of the community
- other special conditions.

Locality Map (Attachment D)	A Locality Map is attached indicating the location of the village and the location of external services.
Transport Availability	<ul style="list-style-type: none"> • Rail services are available through the Nambour Railway Station which is on the main northern line. Services travel North to Nambour and beyond, and South through Brisbane. • Sundale bus services are provided on a user-pays basis in accordance with the schedule provided to the Community for the purposes of specific trips required by the Community. • Taxi Services are available to the Community. • The Sunshine Coast Airport is approximately 15 kms from the Community, providing easy access to both Domestic and International travel.
On Site Care Facilities	<ul style="list-style-type: none"> • The Coolum Beach Care Centre is co-located on site providing 50 places, with access subject to the approval process as determined by the Department of Health and Aged Care.
Residents' Committee	<ul style="list-style-type: none"> • A residents' committee operates within this Community, to which residents are elected to represent the interests of the Community residents. • This committee meets and liaises with Sundale management on items of interest to the Community residents.
Transaction Costs	You are responsible for the payment of your own legal costs and charges of or incidental to your licence to occupy or vacate your Accommodation Unit
Interest Groups	Residents have formed a range of special interest groups which are open to members of the Community.
Supporting Your Choice and Independence	<ul style="list-style-type: none"> • In-Home Care and Allied Health Professional Services are available on a user-pays or Government subsidised basis (the latter subject to eligibility criteria set by the Australian Government). • Depending on demand from the Community, Allied Health Professionals can support individual resident or groups of residents to facilitate exercise classes; keep fit regimes; falls prevention and other programs as required.

List of Attachments:

- Certificate of Registration of the Retirement Village.
- Selected Accommodation Unit Marked on the Site Plan.
- Selected Accommodation Unit Layout Plan.
- Locality Map.
- Current Annual Operational Budget.
- Current Quantity Surveyor's Report – Maintenance Reserve Fund.
- Current Quantity Surveyor's Report – Capital Replacement Fund.