

## **CONTRACT**

### **SEACHANGE RETIREMENT VILLAGE**

## TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION .....	1
2.	AGREEMENT TO SELL AND BUY.....	4
3.	DEPOSIT.....	5
4.	BUILDING AND PEST INSPECTION.....	5
5.	COMPLETION OF CONTRACT FOR SALE OF BUYER'S PROPERTY.....	6
6.	ADJUSTMENTS TO PURCHASE PRICE .....	6
7.	SETTLEMENT .....	6
8.	TIME AND DELAY .....	8
9.	NO REQUISITIONS ON TITLE.....	9
10.	DISCLOSURE.....	9
11.	LOT SUBJECT TO .....	9
12.	PARTY'S DEFAULT .....	9
13.	TERMINATION BY SELLER .....	10
14.	MISCELLANEOUS .....	10
15.	GST WITHHOLDING .....	12
16.	CGT WITHHOLDING .....	13
17.	ELECTRONIC SETTLEMENT.....	13
	ANNEXURE 1 FORM 3 VILLAGE COMPARISON DOCUMENT .....	16
	ANNEXURE 2 FORM 4 PROSPECTIVE COSTS DOCUMENT .....	17
	ANNEXURE 3 LEASE.....	18
	ANNEXURE 4 SUBLEASE .....	19
	ANNEXURE 5 COMMUNITY MANAGEMENT STATEMENT.....	20
	ANNEXURE 6 REGISTRATION CERTIFICATE .....	21
	ANNEXURE 7 POOL SAFETY CERTIFICATE .....	22
	ANNEXURE 8 RULES .....	23

# Contract

Dated: \_\_\_\_\_ 20\_\_\_\_.

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## REFERENCE SCHEDULE

<b>Agent</b>	_____
Address	_____
Telephone	_____
Facsimile	_____
<b>Operator</b>	<b>SEACHANGE RETIREMENT VILLAGE MANAGEMENT PTY LTD ACN 117 682 603</b>
Address	c/- MUNRO THOMPSON LAWYERS PO Box 5, Mooloolaba Qld 4557
Attention	Kylie Schlaer
Telephone	5444 3466
Facsimile	5444 2150
E-mail	kylie@munrothompson.com.au
<b>Seller</b>	_____
Address	_____
Telephone	_____
<b>Seller's Solicitor</b>	_____
Address	_____
Attention	_____
Telephone	_____
Facsimile	_____
Email	_____
<b>Buyer</b>	_____
Address	_____
Telephone	_____
<b>Buyer's Solicitor</b>	_____
Address	_____
Attention	_____
Telephone	_____
Facsimile	_____
Email	_____

<b>Lot</b>	Address: Unit ____ / 75 Caloundra Road, Caloundra Qld 4551 Description: Lot ____ on SP _____ Title Reference: _____
<b>Purchase Price</b>	\$ _____
<b>Deposit</b>	\$ _____ payable on signing of the Contract by the Buyer
<b>Deposit Holder</b>	_____
<b>Building and Pest Inspection</b>	Inspection Date _____
<b>Sale of Buyer's Property</b>	Address of Buyer's Property: _____  Buyer's Contract Settlement Date _____
<b>Settlement Date</b>	The Settlement Date is the later of: 1. _____; and 2. The later of the dates specified in clause 7.1.

**Special Conditions**

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## IT IS AGREED

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Terms in Reference Schedule

Where a term used in this Contract appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

#### 1.2 Terms in Body Corporate Act and Retirement Villages Act

Words and phrases defined in the Body Corporate Act and the Retirement Villages Act have the same meaning in this Contract unless the context indicates otherwise.

#### 1.3 Definitions

In this Contract:

- (1) **"Body Corporate Act"** means the Body Corporate and Community Management Act 1997;
- (2) **"Approved Safety Switch"** means a residual current device defined in the *Electrical Safety Regulation 2013*;
- (3) **"ATO Clearance Certificate"** means a certificate issued under the Withholding Law which is current on the date it is given to the Buyer;
- (4) **"Balance Purchase Price"** means the Purchase Price:
  - (a) less the amount paid as Deposit; and
  - (b) adjusted under clause 4;
- (5) **"Bank"** means:
  - (a) a bank as defined by Section 5 of the *Banking Act 1959* of the Commonwealth; or
  - (b) a bank constituted under law of a State.
- (6) **"Body Corporate"** means the body corporate for the Scheme;
- (7) **"Body Corporate Levies"** means levies payable under the Body Corporate Act to the Body Corporate;
- (8) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (9) **"Business Day"** means a day that is not:
  - (a) a Saturday or a Sunday;
  - (b) 27 to 31 December inclusive; or
  - (c) any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (10) **"By-Laws"** means the By-Laws contained in Schedule C of the Community Management Statement;
- (11) **"CGT Withholding Amount"** means the amount determined under the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in the Variation Notice;
- (12) **"Common Property"** means the land in the Scheme that is not included in a Lot in the Scheme;
- (13) **"Community Management Statement"** means the registered Community Management Statement for the Scheme contained in Annexure 5;
- (14) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (15) **"Contract"** means this document, including any schedule or annexure to it;

- (16) **"Digitally Sign and Digital Signature"** have the meaning in the ECNL;
- (17) **"Disclosure Statement"** means the disclosure statement under section 206 of the Body Corporate Act;
- (18) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (19) **"Electronic Conveyancing Documents"** has the meaning in the Land Title Act 1994;
- (20) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (21) **"Electronic Settlement"** means settlement facilitated by PEXA;
- (22) **"Electronic Workplace"** means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement;
- (23) **"Encumbrance"** includes:
  - (a) any right or obligation:
    - (i) created or implied under the Body Corporate Act;
    - (ii) created or implied under the Retirement Villages Act; or
    - (iii) given, or to be given, over the Land or the common property of the Scheme, to the local or other statutory authority or the owner of any other land or lot; and
  - (b) any easements, leases, transfers or licences over the Land or the common property of the Scheme;but does not include charges relating to unpaid Outgoings;
- (24) **"General Purpose Socket Outlet"** means an electrical socket outlet defined in the *Electrical Safety Regulation 2013*;
- (25) **"General Service Charge"** means the charges payable under the Retirement Villages Act to the Operator;
- (26) **"GST"** means the goods and services tax under the GST Law;
- (27) **"GST Law"** means *A New Tax System (Goods and Services Tax) Act 1999* and includes other GST related legislation;
- (28) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (29) **"Lease"** means a lease of the Lot between the Buyer as Lessor and the Operator as Lessee contained in Annexure 3;
- (30) **"Local Authority"** means the Sunshine Coast Regional Council;
- (31) **"Operator"** means Seachange Retirement Village Management Pty Ltd ACN 117 682 603;
- (32) **"Outgoings"** means:
  - (a) Rates;
  - (b) taxes, including land tax;
  - (c) charges of any statutory authority;
  - (d) Body Corporate Levies; and
  - (e) General Service Charge;
- (33) **"Pest Inspector"** means a person licensed to undertake pest inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (34) **"PEXA"** means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents;

- (35) **"Possession Date"** means the earlier of:
- (a) the date the Buyer first takes possession of the Lot; or
  - (b) the Settlement Date;
- (36) **"Qualifying Conveyancing Transaction"** means a transaction that is not excluded for Electronic Settlement by the rules issued by PEXA, Office of State Revenue or Land Registry;
- (37) **"Rates"** means rates, fire service levy, and other charges (including charges for water, sewerage and garbage) imposed by the Local Authority together with any interest, fines and penalties on them;
- (38) **"Requirement"** means any requirement, or authorisation, of any statutory body, local authority, court, government or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance, court order or by-law;
- (39) **"Retirement Villages Act"** means the Retirement Villages Act 1999;
- (40) **"Retirement Villages Documents"** means the:
- (a) Form 3 Village Comparison Document, a sample of which is contained in Annexure 1; and
  - (b) Form 4 Prospective Costs Document, a sample of which is contained in Annexure 2;
- (41) **"Rules"** means the rules for the Scheme from time to time including the Rule set out in Annexure 8;
- (42) **"Scheme"** means the Seachange Retirement Village Community Titles Scheme;
- (43) **"Settlement Date"** means the date calculated under clause 7.1;
- (44) **"Share"** means the share owned by the Seller in Seachange Retirement Village Management Pty Ltd ACN 117 682 603; and
- (45) **"Sublease"** means a sublease of the Lot between the Operator as Lessor and the Buyer as Lessee contained in Annexure 4;
- (46) **"Transfer Documents"** means:
- (a) a Form 1 transfer under the *Land Title Act 1994* and any other documents required to have the transfer stamped or registered; and
  - (b) a Share Transfer form acceptable to Seachange Retirement Village Management Pty Ltd ACN 117 682 603 for transfers of shares in that company; and
- (47) **"Withholding Law"** means Schedule 1 to the Taxation Administration Act 1953 (Cth).

#### 1.4 Interpretation

- (1) Reference to:
- (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns;
  - (e) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
    - (i) that Statutory Provision as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
  - (f) money is to Australian dollars, unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.



- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of this Contract or affect its interpretation.
- (5) A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## **1.5 Parties**

- (1) If a party consists of more than 1 person, this Contract binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of 2 or more persons is for the benefit of them separately and any 2 or more of them jointly.
- (3) A party that is a trustee is bound both personally and in its capacity as a trustee.

## **2. AGREEMENT TO SELL AND BUY**

### **2.1 Fee Simple**

The Seller agrees to sell and the Buyer agrees to buy an estate in fee simple in the Lot on the terms in this Contract.

### **2.2 Obligations**

This Contract sets out the obligations of:

- (1) the Buyer and Seller with respect to:
  - (a) the sale of the Lot; and
  - (b) the transfer of the Share;
- (2) the Buyer and the Operator with respect to the entry of:
  - (a) the Lease between the Buyer to the Operator; and
  - (b) the Sublease between the Operator to the Buyer.

### **2.3 Entry of this Contract**

Subject to the Buyer delivering to the Seller and Operator a Precontractual Disclosure Waiver (Form 5) under the Retirement Villages Act, this Contract must not be entered by the parties to it for at least 21 days after the Operator or Seller gives to the Buyer the following documents:

- (1) the Disclosure Statement;
- (2) the Lease;
- (3) the Sublease;
- (4) the Community Management Statement and By-Laws;
- (5) the Retirement Village Documents duly completed with all relevant information; and
- (6) any other documents required to be given to the Buyer under the Retirement Villages Act and Body Corporate Act prior to entry of a Contract.

### **2.4 Cooling Off Period**

- (1) The Buyer has a cooling-off period of 14 days starting on:
  - (a) the day this Contract is signed; or

- (b) if the Contract is subject to later event happening or another contract being entered into, the day the later event happens or the other contract is entered into.

- (2) The Buyer may rescind this Contract by giving the Seller and Operator written notice before the cooling-off period ends, in which case the Deposit must be refunded to the Buyer.

## **2.5 Retirement Village**

Seachange Retirement Village is a retirement village community registered under the Retirement Villages Act. A copy of the Registration Certificate is in Annexure 6.

## **2.6 GST**

Unless otherwise specified in this Contract, the Purchase Price includes any GST payable on the supply of the Lot to the Buyer.

## **2.7 Exit Fee and Exit Entitlement**

- (1) The Seller is not required to pay an Exit Fee to the Operator.
- (2) The Operator is not required to pay an Exit Entitlement to the Seller.
- (3) The Buyer must pay the Purchase Price to the Seller, subject to the terms and conditions of this Contract.

# **3. DEPOSIT**

## **3.1 Payment**

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times specified in the Reference Schedule.
- (2) The Buyer defaults if it:
  - (a) does not pay all of the Deposit when due; or
  - (b) pays by a cheque that is dishonoured.
- (3) The Seller may recover any unpaid Deposit as a liquidated debt in addition to its other remedies.

## **3.2 Dealing with Deposit**

The Deposit Holder must pay the Deposit to:

- (1) the Seller if this Contract settles;
- (2) the Buyer if this Contract is terminated without default by the Buyer; or
- (3) the Seller if this Contract is terminated because of the Buyer's default.

# **4. BUILDING AND PEST INSPECTION**

## **4.1 Report**

This Contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Lot by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

## **4.2 Notice to Seller**

The Buyer must give notice to the Seller that:

- (1) A satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this Contract. The Buyer must act reasonably; or
- (2) Clause 4.1 has been either satisfied or waived by the Buyer.

## **4.3 Report to Seller**

If the Buyer terminates this Contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.

#### **4.4 Seller May Terminate**

The Seller may terminate this Contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

#### **4.5 Buyer's Continuing Right**

The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

### **5. COMPLETION OF CONTRACT FOR SALE OF BUYER'S PROPERTY**

#### **5.1 Subject to Buyer's Contract**

This Contract is subject to the Buyer completing a contract for the sale of the Buyer's Property by no later than the Buyer's Contract Settlement Date.

#### **5.2 Copy of Contract**

The Buyer must give a copy of the Buyer's Contract to the Seller on request.

#### **5.3 Notice to Seller**

The Buyer must advise the Seller immediately completion of the Buyer's Contract occurs.

#### **5.4 Buyer or Seller May Terminate**

If the Buyer's Contract is not completed either the Buyer or the Seller may give notice in writing to the other terminating this Contract after the date set out in clause 5.1. If this Contract is terminated, the Deposit Holder must refund the Deposit to the Buyer.

#### **5.5 Waiver of Condition**

The Buyer may waive this condition at any time by giving notice in writing to the Seller.

### **6. ADJUSTMENTS TO PURCHASE PRICE**

#### **6.1 Basis of Adjustment**

- (1) The Seller is liable for Outgoings up to and including Settlement Date. The Buyer is liable for them after that date.
- (2) Outgoings must be apportioned:
  - (a) if they are paid, on the amount actually paid;
  - (b) if they are unpaid, on the amount payable disregarding any early payment discount; and
  - (c) if they are not separately assessed, for the Lot, on the amount and in the manner specified by the Seller's Solicitor.
- (3) If Outgoings are apportioned in the Seller's favour but are unpaid, the Seller must pay those Outgoings by the due date shown in the relevant assessment or (if there is no separate assessment) a reasonable time after the relevant assessment issues.

#### **6.2 No Retentions**

The Buyer must not require a retention or payment of any part of the Balance Purchase Price for unpaid Outgoings.

#### **6.3 Readjustment**

If an Outgoing is adjusted on an amount that proves to be different from the actual amount of the Outgoing for the relevant period then either party may require a readjustment. The Seller need not comply with an obligation to pay an Outgoing until the readjustment is made.

### **7. SETTLEMENT**

### **7.1 Settlement Date**

The Settlement Date is the later of:

- (1) The Settlement Date specified in the Reference Schedule;
- (2) 15 days after the date of satisfaction of clause 4 (if applicable);
- (3) 15 days after the date of satisfaction of clause 5 (if applicable); and
- (4) 15 days after the date of satisfaction of any other conditions precedent contained in this Contract.

### **7.2 Place and Time for Settlement**

Settlement must take place at a place nominated by the Seller and before 4:00pm on the Settlement Date. If the parties agree on a time for settlement, that is for convenience only.

### **7.3 Settlement Obligations**

- (1) At settlement, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller directs to the Seller and the Seller must give the Buyer:
  - (a) vacant possession of the Lot;
  - (b) any certificate of title for the Lot;
  - (c) a Share Certificate for the Share;
  - (d) the unstamped Transfer Documents (unless previously given) in registrable form where required to be registered;
  - (e) a release or withdrawal of any mortgage, charge (except a charge noted in the Australian Securities Commission) or caveat over the title for the Lot or the Share; and
  - (f) the keys and door-opening codes (if any) for the Lot.
- (2) On or before settlement:
  - (a) the Buyer must return the signed and stamped Transfer Documents to the Seller;
  - (b) if it has not done so, the Seller must properly sign the Transfer Documents;
  - (c) the Seller must give to the Operator:
    - (i) the Transfer Documents;
    - (ii) a Surrender of the Sublease between the Seller and the Operator; and
    - (iii) a Surrender of the Lease between the Operator and the Seller;
  - (d) the Seller must pay to the Operator the:
    - (i) Operator's legal costs specified in the Retirement Village Documents for preparation of the Surrender of the Sublease and Lease; and
    - (ii) Registration fees on registration of the Surrender of the Sublease and Surrender of the Lease which are payable to the Department of Natural Resources, Mines and Energy;
  - (e) the Buyer must give the Operator a Bank cheque in favour of Munro Thompson Trust Account for the amount of the registration fees on the documents and any reasonable fees for lodgement of the documents for registration in the Department of Natural Resources, Mines and Energy.
- (3) The Operator must register the documents as soon as reasonably practicable after settlement.

### **7.4 Lease and Sublease**

- (1) The Buyer and the Operator must enter into the Lease and the Sublease. The Buyer will be the Lessor in the Lease and the tenant in the Sublease.

- (2) On or before settlement, the Buyer must:
  - (a) sign and deliver to the Operator, the Lease and Sublease;
  - (b) pay to the Operator, the Operator's legal costs specified in the Retirement Village Documents for preparation of the Lease and Sublease;
  - (c) pay to the Operator, the registration fees for the Lease and Sublease which are payable to the Department of Natural Resources, Mines and Energy.
- (3) The Operator must register the Lease and Sublease as soon as reasonably practicable after settlement. The Buyer authorises the Operator to complete any missing information in the Lease and Sublease to obtain registration of them.

#### **7.5 Commencement Date of Lease and Sublease and Authority to Complete**

- (1) The commencement date of the Lease and Sublease is to be the day after the Settlement Date.
- (2) The expiry date of:
  - (a) the Lease is to be the date 99 years after the Settlement Date; and
  - (b) the Sublease is to be the date 1 day before the expiry date of the Lease.
- (3) The Buyer authorises the Operator to insert the commencement date and expiry date of the Lease and Sublease into those documents.

#### **7.6 Transfer Documents**

The Buyer must prepare and deliver the Transfer Documents to the Seller's lawyers at least 5 Business Days before settlement.

#### **7.7 Production of Documents**

The Seller must produce the Transfer Documents for stamping if:

- (1) the Buyer's solicitor undertakes to use them for stamping only and return them to the Seller before settlement; or
- (2) where the Buyer has no solicitor, the Buyer pays the Seller's Solicitor's reasonable expenses of producing them at the Office of State Revenue.

#### **7.8 Meaning of Bank cheque**

Despite any other provision of this Contract, the reference to "Bank Cheque" in clause 7.3:

- (1) includes a cheque drawn by a building society or credit union on itself;
- (2) does not include a cheque drawn by a building society or credit union on a Bank.

### **8. TIME AND DELAY**

#### **8.1 Time of the Essence**

- (1) Time is of the essence in this Contract.
- (2) If the parties agree to vary a time requirement, the time requirement so varied is of the essence in this Contract.
- (3) An agreement to vary a time requirement must be in writing.

#### **8.2 Interest**

- (1) The Buyer must pay interest at 15% per annum:
  - (a) on any unpaid money due under this Contract; and
  - (b) on the Balance Purchase Price from the Settlement Date to any later Settlement Date requested by the Buyer and agreed to by the Seller.
- (2) The Seller may recover interest from the Buyer as liquidated damages and it must be paid with the amount on which it is calculated.

## **9. NO REQUISITIONS ON TITLE**

The Buyer may not deliver requisitions on title.

## **10. DISCLOSURE**

### **10.1 Acknowledgment**

The Buyer acknowledges that before it signed this Contract it received from the Operator or the Seller:

- (1) the Disclosure Statement;
- (2) the Lease;
- (3) the Sublease;
- (4) the Community Management Statement and By-Laws;
- (5) the Retirement Village Documents duly completed with all relevant information; and
- (6) any other documents provided by the Operator or the Seller annexed to this Contract.

### **10.2 No Representation**

The Buyer has not relied on any representation made by the Seller or the Agent in entering into this Contract other than as set out in this Contract.

## **11. LOT SUBJECT TO**

The Lot is sold subject to:

- (1) the Body Corporate Act;
- (2) the Retirement Villages Act;
- (3) the Survey Plan containing the Lot and all things contained in or endorsed on it;
- (4) the Encumbrances;
- (5) any matter in the Disclosure Statement or material which accompanies the Disclosure Statement;
- (6) any matter in the Retirement Villages Documents or material which accompanies them;
- (7) the Community Management Statement and By-Laws;
- (8) the Lease;
- (9) the Sublease; and
- (10) anything disclosed by the Seller in this Contract.

## **12. PARTY'S DEFAULT**

### **12.1 Seller's Remedies**

If the Buyer breaches any term of this Contract then, in addition to any other remedy available to the Seller, the Seller may do any one or more of the following:

- (1) terminate this Contract, retain the Deposit and sue the Buyer for damages;
- (2) terminate this Contract and, without notice to the Buyer, resell the Lot; or
- (3) affirm this Contract and sue the Buyer for damages and specific performance.

### **12.2 Seller's Resale**

If the Seller resells under clause 12.1(2), the Seller may vary or terminate any contract of sale and buy at any auction and the Buyer must pay any deficiency in price on resale together with the costs of:

- (1) repossession, if required;
- (2) the sale under this Contract;
- (3) the resale;
- (4) any failed attempt to resell;
- (5) the Outgoings that would have been payable by the Buyer if this Contract had settled; and

(6) the interest under clause 8.2.

Amounts payable under this clause may be recovered as liquidated damages. Any profit on a resale belongs to the Seller.

### **12.3 Buyer's Indemnity**

The Buyer indemnifies the Seller against any loss that the Seller suffers as a result of the Buyer's default.

### **12.4 Buyer May Affirm or Terminate**

If the Seller breaches an essential term of this Contract then, in addition to any other remedy available to the Buyer, the Buyer may affirm or terminate this Contract.

### **12.5 If Buyer Affirms**

If the Buyer affirms this Contract under clause 12.4, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### **12.6 If Buyer Terminates**

If the Buyer terminates this Contract under clause 12.4, it may do all or any of the following:

- (1) recover the Deposit and any interest earned; or
- (2) sue the Seller for damages.

### **12.7 Buyer's Damages**

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

## **13. TERMINATION BY SELLER**

### **13.1 Events of Termination**

The Seller may terminate this Contract by notice to the Buyer if:

- (1) the Buyer claims any breach by the Seller of a warranty implied in this Contract under the Body Corporate Act or the Retirement Villages Act and does not terminate this Contract for breach of the relevant warranty within the time specified under the Body Corporate Act or the Retirement Villages Act; or
- (2) the improvement on the Lot are destroyed or substantially damaged before the Possession Date; or
- (3) the Buyer is one or more natural persons and any one of those persons:
  - (a) dies; or
  - (b) becomes bankrupt.

### **13.2 Refund of Deposit**

If the Seller terminates this contract under clause 13.1 then all money paid by the Buyer must be refunded and, subject to clause 13.3, neither party has any claim against the other.

### **13.3 Breach Prior to Termination**

Termination under clause 13.1 does not prejudice any right that the Seller may have for breach of this Contract by the Buyer before termination by the Seller.

## **14. MISCELLANEOUS**

### **14.1 No Assignment by Buyer**

The Buyer may not assign the benefit of this Contract.

#### 14.2 **Continuing Obligations - No Merger**

Each obligation and warranty that is capable of having future operation continues in force although this Contract has otherwise been fully performed.

#### 14.3 **Severability**

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

#### 14.4 **Variation**

An amendment or variation to this Contract is not effective unless it is in writing and signed by the parties.

#### 14.5 **Waiver**

- (1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (3) A waiver is not effective unless it is in writing.
- (4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

#### 14.6 **Costs**

The Buyer must pay the stamp duty on this Contract. Apart from that, each party must pay its own costs. If asked, the Buyer must give the Seller evidence at settlement that it has paid the stamp duty on this Contract or pay to the Seller, with the Balance Purchase Price, the amount of the stamp duty, which the Seller must pay to the Office of State Revenue.

#### 14.7 **Notices**

- (1) A notice under this Contract:
  - (a) must be in writing;
  - (b) may be given by a party or its solicitor; and
  - (c) may be:
    - (i) sent by prepaid ordinary post to the address of a party or its solicitor as stated in the Reference Schedule ("**Party's Address**");
    - (ii) sent to the facsimile number or email address of a party or its solicitor as stated in the Reference Schedule or another facsimile number or email address specified in a notice given by the recipient to the sender; or
    - (iii) otherwise delivered at the Party's Address.
- (2) A notice must be treated as received:
  - (a) if sent by post, on the 2<sup>nd</sup> Business Day after posting;
  - (b) if sent by facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; or
  - (c) if otherwise delivered at the Party's Address, upon delivery.
- (3) A notice sent or delivered in a manner provided by clause 14.8(1) must be treated as validly given to and received by the party to which it is addressed even if:



- (a) the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or
- (b) the notice is returned unclaimed.

#### **14.8 Governing Law and Jurisdiction**

- (1) The law of Queensland governs this Contract.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

#### **14.9 Electrical Safety Switch**

The Seller gives notice to the Buyer that on completion of the construction of the Building an Approved Safety Switch for the General Purpose Socket Outlet will be installed in the Lot.

#### **14.10 Compliant Smoke Alarm(s)**

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) are installed in the residence.

#### **14.11 Pool Safety**

The Buyer acknowledges the Seller's disclosure that:

- (1) There is a shared pool on the Land or on adjacent land used in association with the Lot;
- (2) There is a Compliance or Exemption Certificate for the shared pool at the time of contract which is contained in Annexure 7.

#### **14.12 Neighbourhood Disputes**

The Seller gives notice to the Buyer in accordance with Section 83 of the Neighbourhood Disputes Resolution Act 2011 that neither the Land or the Lot is the subject of an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or the Lot.

#### **14.13 Electronic Transmission and Counterparts**

- (1) A party may execute this Contract by signing any counterpart, including a counterpart issued by facsimile or email transmission.
- (2) This Contract may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument.
- (3) A party may exchange and deliver a counterpart of this Contract by facsimile or by email transmission.
- (4) If this Contract is sent by facsimile transmission or email transmission to one or both parties for signature, or their respective agents or solicitors, and is subsequently dually signed and returned, then this Contract shall be binding on the parties as if an original and duplicate of the Contract were signed by the parties.
- (5) This Contract is not conditional upon the subsequent execution of an original and duplicate by the parties, although, either party may request the other party to execute an original and duplicate Contract.
- (6) To form and complete this Contract, the parties consent to all electronic communications as defined under the Electronic Transactions (QLD) Act.

### **15. GST WITHHOLDING**

#### **15.1 Buyer's Warranty**

The Buyer warrants that the Buyer is not registered for GST and is not acquiring the Lot for a creditable purpose.

## **15.2 Seller's Notice**

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property.

## **15.3 Warranty True and Correct**

The Buyer warrants that the statements made by the Buyer in clause 15.1 under the GST Withholding Obligations are true and correct.

## **16. CGT WITHHOLDING**

- (1) This clause applies only if both the following applies:
  - (a) the sale is not an excluded transaction under the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement either an ATO Clearance Certificate or a Variation Notice of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil.
- (2) The Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the deputy commissioner of taxation.
- (3) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the Australian Taxation Office for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (4) The Buyer must pay the CGT Withholding Amount to the deputy commissioner of taxation in accordance with the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) The market value of the CGT asset for the purpose of the Withholding Law is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit.

## **17. ELECTRONIC SETTLEMENT**

### **17.1 Application of Clause**

- (1) Clause 17 applies if the Buyer and Seller agree to an Electronic Settlement and overrides any other provision of this Contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 17.1(1).
- (3) Clause 17 (except clause 17.5(2)) ceases to apply if either party gives notice under clause 17.5 that settlement will not be an Electronic Settlement.

### **17.2 Completion of Electronic Workspace**

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:

- (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 17.2(4)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract; and
  - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

### **17.3 Electronic Settlement**

- (1) Clause 7.1(1) does not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 7.3.
- (3) The Seller will be taken to have complied with clauses 7.3(1)(d) and 7.3(1)(e) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than releases of Encumbrances referred to in clause 17.3(4)) for Electronic Lodgement in the Land Registry.
- (4) The Seller will be taken to have complied with clauses 7.3(1)(e) and 7.3(1)(f) if the Seller's Solicitor:
  - (a) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all keys; and
  - (b) gives a written undertaking to send the documents and keys to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
  - (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the Contract or at law to terminate the Contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

### **17.4 Computer System Unavailable**

- (1) If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank or PEXA is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

- (2) A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, settlement is deemed to occur at the time of Financial Settlement.

#### **17.5 Withdrawal from Electronic Settlement**

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 17.5(1) may not be given later than five (5) Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to PEXA.
- (3) If clause 17.5(2) applies:
  - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date two (2) Business Days after the Settlement Date.

#### **17.6 Costs**

Each party must pay its own fees and charges of using PEXA for Electronic Settlement.

# ANNEXURE 1

## FORM 3 VILLAGE COMPARISON DOCUMENT

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## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 February 2019

Name of village: **SEACHANGE RETIREMENT VILLAGE**

### Important information for the prospective resident

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

### Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ongoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://www.caxton.org.au) or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

### More information

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

The information in this Village Comparison Document is correct as at **7 August 2019** and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

### Part 1 – Operator and management details

<b>1.1 Retirement village location</b>	Retirement Village Name: <i>Seachange Retirement Village</i> Street Address: <i>75 Caloundra Road</i> Suburb <i>Caloundra</i> State <i>Qld</i> Post Code <i>4551</i>
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner <i>Body Corporate for Seachange Retirement Village CTS 36068</i> Australian Company Number (ACN) <i>Not Applicable</i> Address <i>C/- Body Corporate Services, Suite 11, 65 Bulcock Street</i> Suburb <i>Caloundra</i> State <i>Qld</i> Post Code <i>4551</i>
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator) <i>Seachange Retirement Village Management Pty Ltd</i> Australian Company Number (ACN) <i>117 682 603</i> Address <i>C/- Body Corporate Services, Suite 11, 65 Bulcock Street</i> Suburb <i>Caloundra</i> State <i>Qld</i> Post Code <i>4551</i> Date entity became operator: <i>8 December 2006</i>
<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details <i>Seachange Retirement Village Management Pty Ltd</i> Australian Company Number (ACN) <i>117 682 603</i> Phone <i>07 5491 4833</i> Email <i>megan.cash@bcssm.com.au</i> An onsite manager (or representative) is available to residents:

	<input type="checkbox"/> Full time <input type="checkbox"/> Part time <input type="checkbox"/> By appointment only <input checked="" type="checkbox"/> None available <input type="checkbox"/> Other .....  Onsite availability includes:  Weekdays ..... Weekends .....
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## Part 2 – Age limits

<b>2.1 What age limits apply to residents in this village?</b>	<i>50 years except where there are two Residents of an Accommodation Unit, one must be at least 50 years of age and the other must be at least 45 years of age.</i>
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## ACCOMMODATION, FACILITIES AND SERVICES

### Part 3 – Accommodation units: Nature of ownership or tenure

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<input checked="" type="checkbox"/> Freehold (owner resident) <input type="checkbox"/> Lease (non-owner resident) <input type="checkbox"/> Licence (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident) <input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other ..... .....
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### Accommodation types

<b>3.2 Number of units by accommodation type and tenure</b>	There are 17 units in the village, comprising 17 single story units; 0 units in multi-story building with 0 levels
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Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
— Studio				
— One bedroom				
- Two bedrooms	8			
- Three bedrooms	8			
- Four bedrooms	1			
Serviced units				
— Studio				
— One bedroom				
— Two bedrooms				
— Three bedrooms				
Other				
Total number of units	17			



Access and design	
<p><b>3.3 What disability access and design features do the units and the village contain?</b></p>	<p><input checked="" type="checkbox"/> <del>Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input type="checkbox"/> all <input type="checkbox"/> some units</del></p> <p><input type="checkbox"/> <del>Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input type="checkbox"/> some units</del></p> <p><input type="checkbox"/> <del>Step free (hobless) shower in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</del></p> <p><input type="checkbox"/> <del>Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input type="checkbox"/> some units</del></p> <p><input type="checkbox"/> <del>Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input type="checkbox"/> some units</del></p> <p><input type="checkbox"/> <del>Other key features in the units or village that cater for people with disability or assist residents to age in place</del></p> <p><input checked="" type="checkbox"/> None</p>
Part 4 – Parking for residents and visitors	
<p><b>4.1 What car parking in the village is available for residents?</b></p>	<p><input checked="" type="checkbox"/> All units with own garage or carport attached or adjacent to the unit</p> <p><input type="checkbox"/> <del>All / Some [unit type] units with own garage or carport separate from the unit</del></p> <p><input type="checkbox"/> <del>All / Some [unit type] units with own car park space adjacent to the unit</del></p> <p><input type="checkbox"/> <del>All / Some [unit type] units with own car park space separate from the unit</del></p> <p><input type="checkbox"/> General car parking for residents in the village</p> <p><input type="checkbox"/> Other parking e.g. caravan or boat</p> <p><input type="checkbox"/> <del>Specify number / unit type] ..... units with no car parking for residents</del></p> <p><input type="checkbox"/> No car parking for residents in the village</p> <p>Restrictions on resident's car parking include: <i>Refer to Part 4.2 and By-Law 3 of the registered Community Management Statement for the Village.</i></p>
<p><b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>By-Law 3 of the registered Community Management Statement provides:</i></p> <p><b>3. VEHICLES</b></p> <p>3.1 <i>An owner or occupier of a lot or his invitee shall not park or stand any motor vehicle, trailer, caravan, boat, pushbike, motor cycle or other vehicles upon common property other than in areas specifically designated for that purpose.</i></p>

	<p>3.2 <i>Despite By-law 3.1, an owner or occupier of a lot or his invitee may park or stand any motor vehicle upon the common property immediately in front of the garage to the lot during daylight hours provided that the through traffic is not affected or interfered with by the parking or standing of the motor vehicle.</i></p> <p>3.3 <i>An owner or occupier of a lot may not park or stand a second motor vehicle upon the common property, nor within a visitors car park area. However, an owner or occupier may park a second vehicle on the common property if the owner or occupier obtains the body corporate's written approval before bringing the vehicle on to the common property and accords with the conditions of the approval granted by the body corporate. The body corporate may revoke an approval granted under this bylaw at any time, if the occupier or owner fails to comply with the terms of the approval granted.</i></p> <p>3.4 <i>No vehicle is to be parked or allowed to stand in a visitors car park area for a longer period than ten (10) continuous days without the written consent of the body corporate which consent must not be unreasonably withheld and must be given in cases of sickness or bereavement of the owner or occupier of a lot and during school holiday periods. Notwithstanding, any other bylaw, no vehicle used for a commercial purpose (eg van, bus, ute), is to be parked on common property overnight, without the written approval of the Body Corporate.'</i></p> <p>3.5 <i>By-law 3.4 is for the benefit of visitors of a owner or occupier of a lot and is not to be interpreted to mean that a owner or occupier of a lot may park a motor vehicle in the visitors' car park area.</i></p> <p>3.6 <i>The body corporate may take any such steps as may be necessary to remove any vehicle which has been parked in breach of this by-law and any cost associated with such removal shall be paid by the offending party. If the offending party is an invitee then the cost of removal shall be paid by the owner or occupier of whom he is an invitee. The owner indemnifies the body corporate against any claim or demand which may arise out of the body corporate's actions to remove the vehicle.</i></p> <p>3.7 <i>An owner or occupier of a lot shall not pass over or upon common property by motor vehicle, pushbike, motorbike, trailbike or by any other vehicle of any kind or nature whether mechanically propelled or not, other than in areas designated for the purpose.</i></p>
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## Part 5 – Planning and development

**5.1 Is construction or development of the village complete?**

Year village construction started 2006

- ☒ Fully developed / completed  
☐ ~~Partially developed / completed~~  
☐ ~~Construction yet to commence~~

**5.2 Is there development approval or a development application pending for further development or redevelopment of the village?**

Development approval granted

- ☐ Yes ☒ No

Development application pending

- ☐ Yes ☒ No

Note: see notice at end of document regarding inspection of the development approval documents.

## Part 6 – Facilities onsite at the village

**6.1 The following facilities are currently available to residents:**

- |  |   |
|--|---|
| <input type="checkbox"/> Activities or games room                                    | <input type="checkbox"/> Medical consultation room  |
| <input type="checkbox"/> Arts and crafts room  | <input type="checkbox"/> Restaurant   |
| <input type="checkbox"/> Auditorium  | <input type="checkbox"/> Shop   |
| <input checked="" type="checkbox"/> BBQ area outdoors                                | <input checked="" type="checkbox"/> Swimming pool [ <del>indoor</del> /outdoor]<br>[ <del>heated</del> /not heated] |
| <input type="checkbox"/> Billiards room  | <input type="checkbox"/> Separate lounge in community centre  |
| <input type="checkbox"/> Bowling green [indoor/outdoor]                              | <input type="checkbox"/> Spa [indoor / outdoor]<br>[heated / not heated]  |
| <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) | <input type="checkbox"/> Storage area for boats / caravans  |
| <input type="checkbox"/> Chapel / prayer room  | <input type="checkbox"/> Tennis court [full/half]   |
| <input type="checkbox"/> Communal laundries  | <input type="checkbox"/> Village bus or transport   |
| <input type="checkbox"/> Community room or centre                                    | <input type="checkbox"/> Workshop   |
| <input type="checkbox"/> Dining room   | <input type="checkbox"/> Other  |
| <input checked="" type="checkbox"/> Gardens  | .....   |
| <input type="checkbox"/> Gym   | .....   |
| <input type="checkbox"/> Hairdressing or beauty room                                 | .....   |
| <input type="checkbox"/> Library   | .....   |

Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

*Not Applicable*

<b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p><b>Note:</b> Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i>. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i>. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.</p>	
<b>Part 7 – Services</b>	
<b>7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?</b>	<p><i>Management and administration of the operation of the Village to ensure its proper functioning as a retirement village under the Retirement Villages Act 1999.</i></p> <p><i>Without limiting that management and administration:-</i></p> <ul style="list-style-type: none"> <li><i>(i) maintain the Village Comparison Document in accordance with the Retirement Villages Act 1999 including varying it when there are changes to:-</i> <ul style="list-style-type: none"> <li><i>A. legislation;</i></li> <li><i>B. annual budgetary matters;</i></li> <li><i>C. the Officeholder or Shareholders of the Scheme Operator if a variation is required as a consequence thereof;</i></li> </ul> </li> <li><i>(ii) issue Documents for use in connection with the sale of a Lot in the Village;</i></li> <li><i>(iii) issue a Contract and Lease for use in connection with the sale of a Lot in the Village;</i></li> <li><i>(iv) receive, consider and respond to requests for consent to any matter that requires consent as Lessee, Sublessor or Scheme Operator for the Scheme including but not limited to a proposed sale of a Lot in the Village;</i></li> <li><i>(v) prepare any necessary documents arising out of or in connection with a consent including but not limited to a resale Contract, Surrender of existing Lease, Surrender of existing Sub-Lease, new Lease, new Sub-Lease and any Collateral Deed or the like in connection with or incidental to any consent;</i></li> </ul>

	(vi) <i>accept a role as manager of the Body Corporate under a written agreement on reasonable and appropriate terms and at a fee which, in all the circumstances, is reasonable if the Scheme Operator, in its discretion, consider it appropriate to do so.</i>
<b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</b>	<input type="checkbox"/> <del>Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number .....)</del> <input type="checkbox"/> <del>Yes, home care is provided in association with an Approved Provider</del> ..... <input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services

**Note:** Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.

**Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.**

## Part 8 – Security and emergency systems

<b>8.1 Does the village have a security system?</b> If yes: <ul style="list-style-type: none"> <li><del>the security system details are:</del></li> <li><del>the security system is monitored between:</del></li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <del>..... am and ..... pm ..... days per week.</del>
<b>8.2 Does the village have an emergency help system?</b>  If yes or optional: <ul style="list-style-type: none"> <li><del>the emergency help system details are:</del></li> <li><del>the emergency help system is monitored between:</del></li> </ul>	<input type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input checked="" type="checkbox"/> No  <del>..... am and ..... pm ..... days per week.</del>

<b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b>  If yes, list or provide details e.g. first aid kit, defibrillator	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  .....  .....  .....
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**COSTS AND FINANCIAL MANAGEMENT**

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

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

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Unit	Range of ingoing contribution
	Independent living units	
	— Studio	\$ ..... to \$ .....
	— One bedroom	\$ ..... to \$ .....
	— Two bedrooms	\$ ..... to \$ .....
	— Three bedrooms	\$ ..... to \$ .....
	Serviced units	
	— Studio	\$ ..... to \$ .....
	— One bedroom	\$ ..... to \$ .....
	— Two bedrooms	\$ ..... to \$ .....
	— Three bedrooms	\$ ..... to \$ .....
	Other	\$ ..... to \$ .....
	<b>Full range of ingoing contributions for all unit types</b>	\$ ..... to \$ .....

*The resident is not required to pay an ingoing contribution to the Village operator. The prospective resident will pay to the former resident the agreed sale price for the unit.*

<b>9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?</b> If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>The resident is not required to pay an ingoing contribution or exit fees to the Village operator.</i>  <i>Other fees may apply when the resident sells the Unit as specified in this Form 3.</i>
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**9.3 What other entry costs do residents need to pay?**

- ☒ Transfer or stamp duty
- ☒ Costs related to your residence contract
- ☐ Costs related to any other contract e.g. ....
- ☒ Advance payment of General Services Charge
- ☒ Other costs

*Advance payment of Body Corporate levies.*

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

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

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

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

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

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

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
— Two bedrooms	\$	\$
— Three bedrooms	\$	\$
All units pay a flat rate	\$3.85	\$0.011

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2018	\$3.85	0%	\$0.011	NIL%
2017	\$3.85	-4.5%	\$0.011	NIL%
2016	\$4.04	0%	\$0.011	NIL%

**Units within a community title scheme only**

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

### Current weekly rates of Body Corporate fees and sinking fund

Type of Unit	Body Corporate Administrative Fund fee (weekly)	Body Corporate Sinking Fund contribution (weekly)
Independent Living Units		
- Two bedrooms	\$25.11	\$4.90
- Three bedrooms	\$25.11	\$4.90

### Last three years of Body Corporate Administrative Fund Fee and Sinking Fund contribution

Financial year	Body Corporate Administrative Fund fee (weekly)	Overall % change from previous year (+ or -)	Sinking Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2018	\$25.11	+22%	\$4.90	-44%
2017	\$20.58	+30.5%	\$8.83	-40%
2016	\$15.76	-9%	\$14.80	-5%

**10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)**

- ☒ Contents insurance
- ☒ Home insurance (freehold units only)
- ☒ Electricity
- ☒ Gas

- ☒ Water
  - ☒ Telephone
  - ☒ Internet
  - ☒ Pay TV
  - ☒ Other
- Body Corporate levies.  
Rates.*

**10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?**

- ☒ Unit fixtures
- ☒ Unit fittings
- ☒ Unit appliances
- ☐ None

Additional information

*A resident is responsible to pay for the costs of repair, maintenance and replacement of all items contained in the Unit.*

**10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?**

If yes: provide details, including any charges for this service.

☐ Yes ☒ No

.....

.....

.....

.....



## Part 11– Exit fees - when you leave the village

A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).

### 11.1 Do residents pay an exit fee when they permanently leave their unit?

If yes: list all exit fee options that may apply to new contracts

- ☐ Yes — all residents pay an exit fee calculated using the same formula
- ☐ Yes — all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract
- ☒ No exit fee
- ☐ Other .....

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	.....% of your ingoing contribution
2 years	.....% of your ingoing contribution
5 years	.....% of your ingoing contribution
10 years	.....% of your ingoing contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is .....% of the ingoing contribution <i>for insert different basis</i> after ..... <i>insert number</i> years of residence.</p> <p>The minimum exit fee is .....</p>	

### 11.2 What other exit costs do residents need to pay or contribute to?

- ☒ Sale costs for the unit
- ☒ Legal costs
- ☐ Other costs

## Part 12 – Reinstatement and renovation of the unit

### 12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

- ☐ Yes   ☒ No

*Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from*

:

- *fair wear and tear; and*
- *renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.*

	<p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input type="checkbox"/> Yes, all residents pay .....% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><input type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays .....% of any renovation costs</p> <p><input checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>

**Part 13– Capital gain or losses**

<p><b>13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital gain or capital loss on the resale of their unit?</b></p>	<p><input checked="" type="checkbox"/> Yes, the resident's share of the capital gain is 100% the resident's share of the capital loss is 100%</p> <p><input type="checkbox"/> OR is based on a formula ..... [specify]</p> <p><input type="checkbox"/> Optional – residents can elect to share in a capital gain or loss option</p> <p>the resident's share of the capital gain is .....% the resident's share of the capital loss is .....%</p> <p><input type="checkbox"/> OR is based on a formula ..... [specify]</p> <p><input type="checkbox"/> No</p>
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**Part 14 – Exit entitlement**

<p><i>An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.</i></p>	
<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p><i>The Village operator will not pay to the former resident an exit entitlement.</i></p>

<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• <del>the day stated in the residence contract</del>  <div style="background-color: #e0f0ff; padding: 2px; margin: 2px 0;"><i>[Note: Delete those that do not apply]</i></div> <ul style="list-style-type: none"> <li>➤ <del>which is .....<i>[specify]</i> months after the termination of the residence contract</del></li> </ul> <div style="background-color: #e0f0ff; padding: 2px; margin: 2px 0;">OR</div> <ul style="list-style-type: none"> <li>➤ <del>which may range from .....<i>[specify]</i> months to .....<i>[specify]</i> months after the termination of the residence contract, depending on your contract option</del></li> </ul> <div style="background-color: #e0f0ff; padding: 2px; margin: 2px 0;">OR</div> <ul style="list-style-type: none"> <li>➤ <del>no date is stated in the residence contract</del></li> </ul> </li> <li>• <del>14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</del></li> <li>• <del>18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).</del></li> </ul> <p><del>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</del></p>
<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p><i>Not known by the operator. The operator does not affect the sale of units for residents. A resident controls and affects the sale of the resident's unit.</i></p> <p>.....<i>[specify number]</i> accommodation units were vacant as at the end of the last financial year</p> <p>.....<i>[specify number]</i> accommodation units were resold during the last financial year</p> <p>.....<i>[specify number]</i> months was the average length of time to sell a unit over the last three financial years</p>

## Part 15– Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?	General Services Charges for the last 3 years		
	Financial Year	Deficit/Surplus	Change from previous year
	2018	\$3,341.00	-5%
	2017	\$3,524.00	+60%
	2016	\$2,200.00	+20%
	Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available		\$60.00
	Balance of Capital Replacement Fund for the last financial year OR last quarter if no full financial year available		\$60.00

	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund  The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.	<i>Nil</i>
OR <input type="checkbox"/> <del>the village is not yet operating.</del>		

### Part 15– Financial management of the Body Corporate

**Note:** All freehold community title scheme residents who own their unit are members of the body corporate.

<b>15.1 What is the financial status of the Body Corporate funds in a freehold village?</b>	<b>Administrative Fund</b> for the last 3 years			
	Financial Year	Deficit / Surplus	Balance	Change in balance from previous year
	2018	-\$640.42	-\$146.24	-130%
	2017	-\$6,147.97	\$494.18	-92.5%
	2016	-\$471.35	\$6,642.15	-6.6%
	Balance of the <b>Sinking Fund</b> to cover spending of a capital or non-recurrent nature for the last financial year <i>OR</i> last quarter if no full financial year available			\$73,498.84
OR  <input type="checkbox"/> <del>the village is not yet operating.</del>				

### Part 16 – Insurance

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

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

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

<b>16.1 Is the resident responsible for arranging any insurance cover?</b> If yes, the resident is responsible for these insurance policies:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If yes, the resident is responsible for these insurance policies:  <i>Insurances are maintained by the Body Corporate for Seachange Retirement Village CTS 36068.</i>  <i>The resident is recommended to maintain a contents insurance policy.</i>
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*The Body Corporate will maintain insurance policies for Common Property of the Scheme.*

## Part 17 – Living in the village

### *Trial or settling in period in the village*

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

☐ Yes ☒ No

If yes:  
provide details including length of period, relevant time frames and any costs or conditions

.....

.....

.....

.....

.....

### **Pets**

**17.2 Are residents allowed to keep pets?**

☒ Yes ☐ No

If yes: specify any restrictions or conditions on pet ownership

*By-Law 13 of the registered Community Management Statement provides:*

**13. KEEPING OF ANIMALS**

**13.1** *The occupier of a lot must not, without the body corporate's written approval:*

(1) *bring or keep an animal on the lot or the common property; or*

(2) *permit an invitee to bring or keep an animal on the lot or the common property.*

**13.2** *The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.*

**13.3** *All animals must be kept on a lead or otherwise restrained when on common property and must not be taken into recreational areas such as swimming pools or barbeque areas;*

**13.4** *All animals must not cause a nuisance to any other occupiers or unreasonably interfere with the enjoyment of their lots;*

**13.5** *All animals must be cleaned, trimmed, immunised and treated for worms, fleas and ticks, in accordance with the recommendations of a qualified veterinary surgeon.*

**13.6** *The animals waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the scheme.*

	<p>13.7    <i>The body corporate may revoke an approval granted under By-law 13.1 at any time, if the Body Corporate deems the animal is causing a nuisance or an occupier breaches any of the requirement imposed by By-law 13.</i></p>
<b>Visitors</b>	
<p><b>17.3 Are there restrictions on visitors staying with residents or visiting?</b></p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<b>Village by-laws and village rules</b>	
<p><b>17.4 Does the village have village by-laws?</b></p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
<p><b>17.5 Does the operator have other rules for the village.</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>
<b>Resident input</b>	
<p><b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
<b>Part 18 – Accreditation</b>	
<p><b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b></p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:</p> <p>.....</p> <p>.....</p>
<p><b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.</p>	
<b>Part 19 – Waiting list</b>	
<p><b>19.1 Does the village maintain a waiting list for entry?</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>

If yes, • what is the fee to join the waiting list?	<input type="checkbox"/> No fee <input type="checkbox"/> Fee of \$..... which is <input type="checkbox"/> refundable on entry to the village <input type="checkbox"/> non-refundable
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### Access to documents

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

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

*An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.*

## Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

## General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/seniorsliving](http://www.qld.gov.au/seniorsliving)

## Regulatory Services, Department of Housing and Public Works

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://www.hpw.qld.gov.au/housing)

## Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://www.caxton.org.au)

## Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](http://www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement)

## Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: <https://caxton.org.au>



## **Queensland Law Society**

Find a solicitor  
Law Society House  
179 Ann Street, Brisbane, QLD 4000  
Phone: 1300 367 757  
Email: [info@qls.com.au](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://www.qls.com.au)

## **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001  
Phone: 1300 753 228  
Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

## **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518  
Toll free: 1800 017 288  
Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

## **Livable Housing Australia (LHA)**

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: [www.livablehousingaustralia.org.au/](http://www.livablehousingaustralia.org.au/)

# ANNEXURE 2

## FORM 4 PROSPECTIVE COSTS DOCUMENT

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# Prospective Costs Document

*Retirement Villages Act 1999 (Section 75)*

ABN: 86 504 771 740

This form is effective from 1 February 2019

Name of Village: **SEACHANGE RETIREMENT VILLAGE**

## Important information for the prospective resident

The *Retirement Villages Act 1999* requires a retirement village operator to provide a Prospective Costs Document to a person at least 21 days before the operator and the person enter into the contract.

The Prospective Costs Document refers to a specific unit in the retirement village and gives details about:

- The costs of entering this retirement village
- The current ongoing costs of living in this retirement village
- The estimated costs you will pay if you leave this unit after 1, 2, 5 and 10 years of residence
- The estimated exit entitlement you will receive if you leave this unit after 1, 2, 5 and 10 years of residence.

The operator may request information from you to assist with preparing a Prospective Costs Document for the specific accommodation unit you are interested in. The operator is required to give the Prospective Costs Document to you within 7 days of you supplying this information.

It is important that you understand the information in this document and its implications for you as a resident. It is not a substitute for reading the full terms of your residence contract and seeking independent legal advice.

By law, you must have a copy of your residence contract, Village Comparison Document, Prospective Costs Document for your contract, the village by-laws and any other required documents for at least 21 days before you and the operator enter into the residence contract.

If there is a change, other than a minor change as defined in the Act, in any of the information in these documents, the operator must give you details of the change 21 days before you enter into the contract.

This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21 day period if you get legal advice about the residence contract from a Queensland lawyer.

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. If you withdraw from the residence contract during the cooling-off period, you are entitled to immediately receive a full refund of any ingoing contribution that you paid.

## Notice for prospective residents

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

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently

- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement villages.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

## Part 1 – General information

<b>1.1 Name of retirement village</b>	<i>Seachange Retirement Village</i>
<b>1.2 Address of retirement village</b>	Street Address <i>75 Caloundra Road</i> Suburb <i>Caloundra</i> State <i>Qld</i> Post Code <i>4551</i>
<b>1.3 Prospective resident/s</b>	<p>Preferred title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss Other (specify) .....</p> <p>First name ..... Last name .....</p> <p>Address .....</p> <p>.....</p> <p>Suburb ..... State ..... Post Code.....</p> <p>Phone .....Email .....</p> <p>Preferred title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss Other (specify) .....</p> <p>First name ..... Last name .....</p> <p>Address .....</p> <p>.....</p> <p>Suburb ..... State ..... Post Code .....</p> <p>Phone .....Email .....</p>
<b>1.4 Signature and confirmation of operator of retirement village</b>	<p>I, <i>Terrence Robert Bethke of Munro Thompson Lawyers</i>, of <i>2/77 Mooloolaba Esplanade, Mooloolaba Qld 4557</i> being the operator of the retirement village or the registered attorney under Power of Attorney No. <i>710343652</i> of the operator of the retirement village certify the following information is correct as at ..... <i>[insert date]</i>.</p> <p>Signature: ..... Date signed: ...../...../.....</p>

<b>1.5 Signature and confirmation of prospective resident</b>	This Prospective Costs Document was given on ...../...../.....  Signature of prospective resident .....  Signature of prospective resident .....
<b>Note:</b> All amounts in this Prospective Costs Document are GST inclusive, unless stated otherwise where that is permitted by law.	
<b>Part 2 – Your Accommodation Unit details</b>	
<b>2.1 Number / Address of Accommodation Unit (the Unit)</b>	Unit Number ..... Block /wing <i>Not Applicable</i>  Street Address <i>75 Caloundra Road</i>  Suburb <i>Caloundra</i> State <i>Qld</i> Post Code <i>4551</i>
<b>2.2 The Unit is:</b>	<ul style="list-style-type: none"> <li>• <b>Independent Living Unit</b> <ul style="list-style-type: none"> <li><input type="radio"/> Studio</li> <li><input type="radio"/> One bedroom</li> <li><input type="radio"/> Two bedrooms</li> <li><input type="radio"/> Three bedrooms</li> </ul> </li> <li>• <del><b>Serviced Unit</b></del> <ul style="list-style-type: none"> <li><input type="radio"/> Studio</li> <li><input type="radio"/> One bedroom</li> <li><input type="radio"/> Two bedrooms</li> <li><input type="radio"/> Three bedrooms</li> </ul> </li> <li>• Other</li> </ul>
<b>2.3 The tenure of the Unit is:</b>	<ul style="list-style-type: none"> <li>• Freehold (owner resident)</li> <li>• <del>Lease (non-owner resident)</del></li> <li>• <del>Licence (non-owner resident)</del></li> <li>• <del>Share in company title entity (non-owner resident)</del></li> <li>• <del>Unit in unit trust (non-owner resident)</del></li> <li>• <del>Rental (non-owner resident)</del></li> <li>• <del>Other .....</del></li> </ul>
<b>2.4 The car parking for the Unit is:</b>	<ul style="list-style-type: none"> <li>• Own garage or carport attached to the unit</li> <li>• <del>Own garage or carport separate from the unit</del></li> <li>• <del>Own car park space adjacent to the unit</del></li> <li>• <del>Own car park space separate from the unit</del></li> <li>• General car parking is available in the village</li> <li>• <del>No garages, carports or car parking provided</del></li> <li>• <del>Other [specify]</del></li> </ul>

<b>2.5 Unit layout and access and design features</b>	<p>Details of the layout of the Unit are shown in the layout plan attached to this Prospective Costs Document. The layout plan also shows the location, size, and other features for any separate carport, garage, storage or other areas for the Unit.</p> <p>The Unit has the following access and design features:</p> <p><input type="checkbox"/> <del>Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs)</del></p> <p><input type="checkbox"/> <del>Alternatively, a ramp, elevator or lift allows entry into the unit</del></p> <p><input type="checkbox"/> <del>Step free (hobless) shower</del></p> <p><input type="checkbox"/> <del>Width of doorways allow for wheelchair access</del></p> <p><input type="checkbox"/> <del>Toilet accessible in a wheelchair</del></p> <p><input type="checkbox"/> <del>Other .....</del></p> <p><input checked="" type="checkbox"/> None</p>
<b>2.6 The following fixtures, fittings and furnishing will be provided in the Unit:</b>	<p><i>The Unit is constructed and may be inspected by the prospective resident.</i></p> <p><i>The fixtures, fittings and furnishings of the Unit are as inspected by the prospective resident.</i></p>
<b>2.7 The land is subject to the following encumbrances, endorsements or other charges:</b>	<p>Real property description</p> <p><i>Lot [insert Lot No.] on SP 187654, 203454 [Delete as applicable]</i></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <del>Statutory charge under the Retirement Villages Act 1999</del> .....</li> <li><input checked="" type="checkbox"/> <del>Registered mortgage to</del> .....</li> <li><input checked="" type="checkbox"/> <del>Unregistered mortgage to</del> .....</li> <li><input checked="" type="checkbox"/> <del>Lease to (other than leases to residents)</del> .....</li> <li><input checked="" type="checkbox"/> <del>Company charge to</del> .....</li> <li><input checked="" type="checkbox"/> <del>Licence to (other than licences to residents)</del> .....</li> <li><input checked="" type="checkbox"/> <del>Easements to (other than easements to residents)</del></li> <li><input checked="" type="checkbox"/> <del>Other endorsements</del></li> </ul>
<b>Part 3 – Ingoing contribution and other entry costs – to move into the Unit</b>	
<b>3.1 To become a resident, you must pay these amounts:</b>	<p><input type="checkbox"/> an ingoing contribution of \$NIL</p> <p><input checked="" type="checkbox"/> (freehold/strata title residents) the purchase price of your Unit of \$..... (including any deposit of \$.....)</p>

	<input checked="" type="checkbox"/> transfer or stamp duty of \$..... (subject to the Buyer completing an application for Principal Place of Residence concessional Transfer Duty)  <input type="checkbox"/> costs related to your residence contract of \$.....  <input type="checkbox"/> costs related to any other contract of \$ .....  <input checked="" type="checkbox"/> 1 year advance payment of General Services Charge of \$200.00 (this amount may be adjusted based on the final contract date)  <input checked="" type="checkbox"/> other costs of:  <p><b>Legal Fees (including GST)</b></p> <ul style="list-style-type: none"> <li>Preparation of Lease \$385.00</li> <li>Preparation of Sublease \$385.00</li> <li>Transfer of Share in Scheme Operator \$220.00</li> </ul> <p><b>Expenses (including GST)</b></p> <ul style="list-style-type: none"> <li>State Government Registration Fees on Lease \$192.00</li> <li>State Government Registration Fees on Sublease \$192.00</li> <li>Postage, telephone calls, photocopying &amp; incidentals \$44.00</li> </ul> <p><b>Total \$1,418.00</b></p> <p><i>ASIC lodgement fees may be payable on the transfer of shares in the Scheme Operator in addition to the above expenses.</i></p>
<b>3.2 The total amount payable on entry is:</b>	\$ .....
<b>Note:</b> You may have additional costs in seeking your own legal or financial advice.	
<b>Part 4 – Ongoing costs - to live in the Unit</b>	
To live in the Unit in the village, you must pay the following charges and costs:	
<b>4.1 General Services Charge is:</b>	currently \$200.00 per year (\$3.85 per week)
<b>4.2 Maintenance Reserve Fund contribution is:</b>	currently \$0.011 per week (included in General Services Charge)
<b>4.2 Freehold only Body Corporate Administrative Fund fee and Sinking Fund contribution</b>	<ul style="list-style-type: none"> <li>Administrative Fund fee currently \$25.11 per week</li> <li>Sinking Fund contribution currently \$4.90 per week</li> </ul>





4.7 Insurance policies taken out by the village operator include:	Type	Amount	Insurer	Period	Excess
	Public Liability	\$20,000,000	Strata Unit Underwriters	28/02/2019 to 28/02/2020	\$500.00
	Building (including reinstatement)	\$5,859,470	Strata Unit Underwriters	28/02/2019 to 28/02/2020	\$500.00
	Contents (not owned by residents)	Nil	Nil	Nil	Nil
	Plant and Equipment	Nil	Nil	Nil	Nil
	Workcover	As required by Law			
	Volunteer	\$200,000/\$2,000.00	Strata Unit Underwriters	28/02/2019 to 28/02/2020	\$500.00
	Other – Loss of Rent	\$878,920	Strata Unit Underwriters	28/02/2019 to 28/02/2020	\$500.00
	Other – Office Bearers Liability	\$1,000,000	Strata Unit Underwriters	28/02/2019 to 28/02/2020	\$500.00
	Other – Catastrophe	\$878,920.50	Strata Unit Underwriters	28/02/2019 to 28/02/2020	\$500.00
Note: Residents contribute to the costs of these insurances through the General Services Charge <del>OR</del> Body Corporate fees.					

## Part 5– Exit fee, reinstatement of Unit and other exit costs - when you leave the Unit

On termination of your residence contract and leaving the Unit, the following exit fee and other exit costs will be payable to the operator. This exit fee is also referred to as a 'deferred management fee' (DMF).

<b>5.1 Do you pay any exit fee when you leave the Unit?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

### 5.2 Exit fee for the Unit is:

Time period from date of occupation of your Unit to the date you cease to reside in your Unit [insert additional year/s if the exit fee percentage increases in that year]	Exit fee calculation based on: [insert in boxes below the basis that applies] • your ingoing contribution • ingoing contribution paid by the next resident • purchase price you paid • purchase price paid by the next resident	Exit fee payable [if based on ingoing contribution paid by next resident, insert methodology to determine future purchase price—refer note at end of Part 6 table]
1 year	.....% [of your ingoing contribution]	\$.....
2 years	.....%	\$.....
5 years	.....%	\$.....
10 years	.....%	\$.....

<p>Note: if your period of occupation is not a whole number of years, your exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is .....% of <i>insert basis</i> after ..... <i>insert number</i> years of residence.</p> <p>The minimum exit fee is .....</p>	
<p>Also refer to the estimated exit entitlement table in Part 6</p>	
<p><b>5.3 Reinstatement costs for the Unit when you leave include:</b></p>	<p><input type="checkbox"/> All costs of replacement and repairs reasonably necessary to return your Unit to the condition it was in when you moved in, apart from fair wear and tear and any renovations or changes to the condition of the Unit carried out with the agreement of the operator and resident</p> <p><input checked="" type="checkbox"/> No requirement for reinstatement of the Unit</p>
<p><b>5.4 Renovation costs for the Unit when you leave are:</b></p>	<p><input type="checkbox"/> ..... % of any renovation costs payable by you, based on the same proportion you are to share in any capital gain on the sale of your Unit under your residence contract</p> <p><input checked="" type="checkbox"/> No renovation costs</p>
<p><b>5.5 Sale costs for the Unit (incurred by the operator in selling the right to reside in the Unit) include:</b></p>	<p><input type="checkbox"/> <i>Not Applicable</i> % of the agreed marketing and advertising costs, currently approximately \$ .....</p> <p><input type="checkbox"/> <i>Not Applicable</i> % of the legal costs, currently set at \$.....</p> <p><input type="checkbox"/> <i>Not Applicable</i> % of valuer's fee (if you and operator cannot agree on resale value)</p> <p><input type="checkbox"/> other <i>Not Applicable</i></p> <p><b>Note:</b> The sale costs must be based on the actual costs for the sale of your Unit and is allocated in the same proportion as you and the operator share the gross incoming contribution on the sale of the right to reside under your residence contract. If you engage a real estate agent to sell the right to reside in the Unit you must pay the real estate agent's costs and commission.</p>
<p><b>5.6 Ongoing charges after vacating your Unit and until the right to reside in the Unit is sold to the next resident are:</b></p>	<p><input type="checkbox"/> <del>General Services Charge at full rate for 90 days unless the right to reside in the Unit is sold earlier</del> currently \$ ..... per ..... <i>[specify period]</i></p> <p><input type="checkbox"/> <del>From 90 days up to 9 months after leaving your Unit unless the right to reside in your Unit is sold earlier, you and the operator pay the General Services Charge in the same proportion as you and the operator share the gross incoming contribution on the sale of the Unit</del></p> <p><input type="checkbox"/> <del>Personal services charge until 28 days after termination of your right to reside in the Unit due to your death</del></p> <p>OR</p> <p><input type="checkbox"/> <del>Personal services charge until ..... <i>[insert an earlier time if applies under the residence contract]</i></del></p> <p><i>The resident must pay ongoing General Services Charge and Body Corporate levies until the Unit is sold.</i></p>

5.7 Other exit costs that you may need to pay include:	<input checked="" type="checkbox"/> Other costs – <b>Outgoings</b>	
	<i>Body Corporate levies, rates, water rates, utilities and all expenses to the date of sale of the Unit.</i>	
	<b>Legal Fees (including GST)</b>	
	<ul style="list-style-type: none"> <li>Preparation of Contract</li> <li>Preparation of Surrender of Lease</li> <li>Preparation of Surrender of Sublease</li> </ul>	\$330.00 \$385.00 \$385.00
	<b>Expenses (including GST)</b>	
	<ul style="list-style-type: none"> <li>State Government Registration Fees on Surrender of Lease</li> <li>State Government Registration Fees on Surrender of Sublease</li> <li>Postage, telephone calls, photocopying &amp; incidentals</li> </ul>	\$192.00 \$192.00 \$44.00
	<b>Total</b>	<b>\$1,528.00</b>
	<input type="checkbox"/> None	

## Part 6 – Exit entitlement

*An exit entitlement is the amount the operator may be required to pay you under your residence contract after your right to reside is terminated and you leave the unit.*

6.1 How is the exit entitlement which the operator will pay you worked out?	<p>The operator is not required to pay an exit entitlement to the resident.</p> <p>Refer to table over page for estimated exit entitlements.</p>
6.2 Capital gain – Will you be entitled to share in any capital gain on your unit (if the next resident pays a higher in-going contribution / purchase price than you paid)?	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>Resident's share of the <b>capital gain</b> is 100%</li> <li><del>Resident's share of the <b>capital gain</b> is based on:</del></li> </ul> <p>..... <i>[specify calculation/formula]</i></p>
6.3 Capital loss – Will you be required to share in any capital loss on your unit (if the next resident pays a lower in-going contribution / purchase price than you paid)?	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>Resident's share of the <b>capital loss</b> is 100%</li> <li><del>Resident's share of the <b>capital loss</b> is based on:</del></li> </ul> <p>..... <i>[specify calculation/formula]</i></p>

**6.4 When is the exit entitlement payable?**

☐ ..... *[insert number]* months after your residence contract terminates, unless your Unit is resold earlier. If this happens you will be paid your exit entitlement within 14 days after the settlement of the sale of the right to reside to the next resident or the operator.

☐ within 14 days after the settlement of the sale of the right to reside in your unit to the next resident

*The resident controls the sale of the Unit. The operator will not pay an exit entitlement to the resident.*

**Note:** By law, your exit entitlement must be paid to you by the operator no later than **18 months** after the termination date of your residence contract, even if the right to reside in your unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT). An operator is entitled to see the probate or letters of administration before paying the exit entitlement of a former resident who has died.

## Part 6 – Estimated resident exit entitlements when resident exits after 1, 2, 5 and 10 years of residence

The estimated refund does not include amounts for outstanding General Services Charge, Maintenance Reserve Fund contribution or personal services charges, if applicable. These amounts may further reduce your estimated exit entitlement payment.

**Base Amount** is the Ingoing contribution \$..... OR Purchase price of your Unit/ Unit Trust / Unit Company Share \$.....

	Exit after 1 year residence	Exit after 2 years residence	Exit after 5 years residence	Exit after 10 years residence
Refund of ingoing contribution paid by you	\$	\$	\$	\$
If applicable, estimated resale price / next resident ingoing contribution*	\$	\$	\$	\$
If applicable, [plus or minus] your share of estimated capital [gain or loss] based on the difference between your ingoing contribution and the estimated resale price / next resident ingoing contribution	\$	\$	\$	\$
Minus estimated exit fee, based on: <u>[Delete all that do not apply]</u> • .....% per annum OR • .....% after 1 year • .....% after 2 years • .....% after 5 years • .....% after 10 years ○ of your ingoing contribution ○ of the ingoing contribution paid by the next resident ○ of the purchase price you paid ○ of the purchase price paid by the next resident • other amount / basis <u>[specify]:</u> .....	\$	\$	\$	\$
Minus estimated sales costs	\$	\$	\$	\$
Minus estimated legal costs	\$	\$	\$	\$
Minus estimated other <u>[specify]</u> costs	\$	\$	\$	\$
<b>Total estimated exit entitlement payable to resident (excluding estimated reinstatement and renovation costs)</b> (no later than 18 months after termination of residence contract – refer to Item 6.4 for details)	\$	\$	\$	\$
Minus estimated reinstatement costs (refer Item 5.3)				

Minus estimated renovation costs (if applies — refer Item 5.4)				
<b>Total estimated exit entitlement payable to resident</b> (no later than 18 months after termination of residence contract — refer to Item 6.4 for details)				

- ~~\*The estimated resale price / next ingoing contribution for the Unit is based on the operator's estimate of ..... [insert number] % annual capital growth on the market value of the Unit OR~~
- ~~The estimated resale price / next ingoing contribution for the Unit is based on factors other than or in addition to the market value of the Unit [insert basis e.g. operator's estimate of CPI].~~
- ~~The operator does not warrant that the resale prices or next ongoing contribution used in the calculation estimates will in fact be achieved at the time of resale / next ingoing contribution.~~
- ~~Actual reinstatement costs will be subject to entry and exit condition reports at the time of termination.~~

## Access to documents

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

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

*An example request form containing all the necessary information you must include in your request is attached and is also available on Department of Housing and Public Works website.*

## Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

### General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options:

[www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

### Regulatory Services, Department of Housing and Public Works

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://www.hpw.qld.gov.au/housing)

### Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://www.caxton.org.au)

### Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au/sails\\_slasse](http://www.caxton.org.au/sails_slasse)

### Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: [info@qls.com.au](mailto:info@qls.com.au)

Website: [www.qls.com.au](http://www.qls.com.au)

### Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)

Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)



**Department of Justice and Attorney-General**

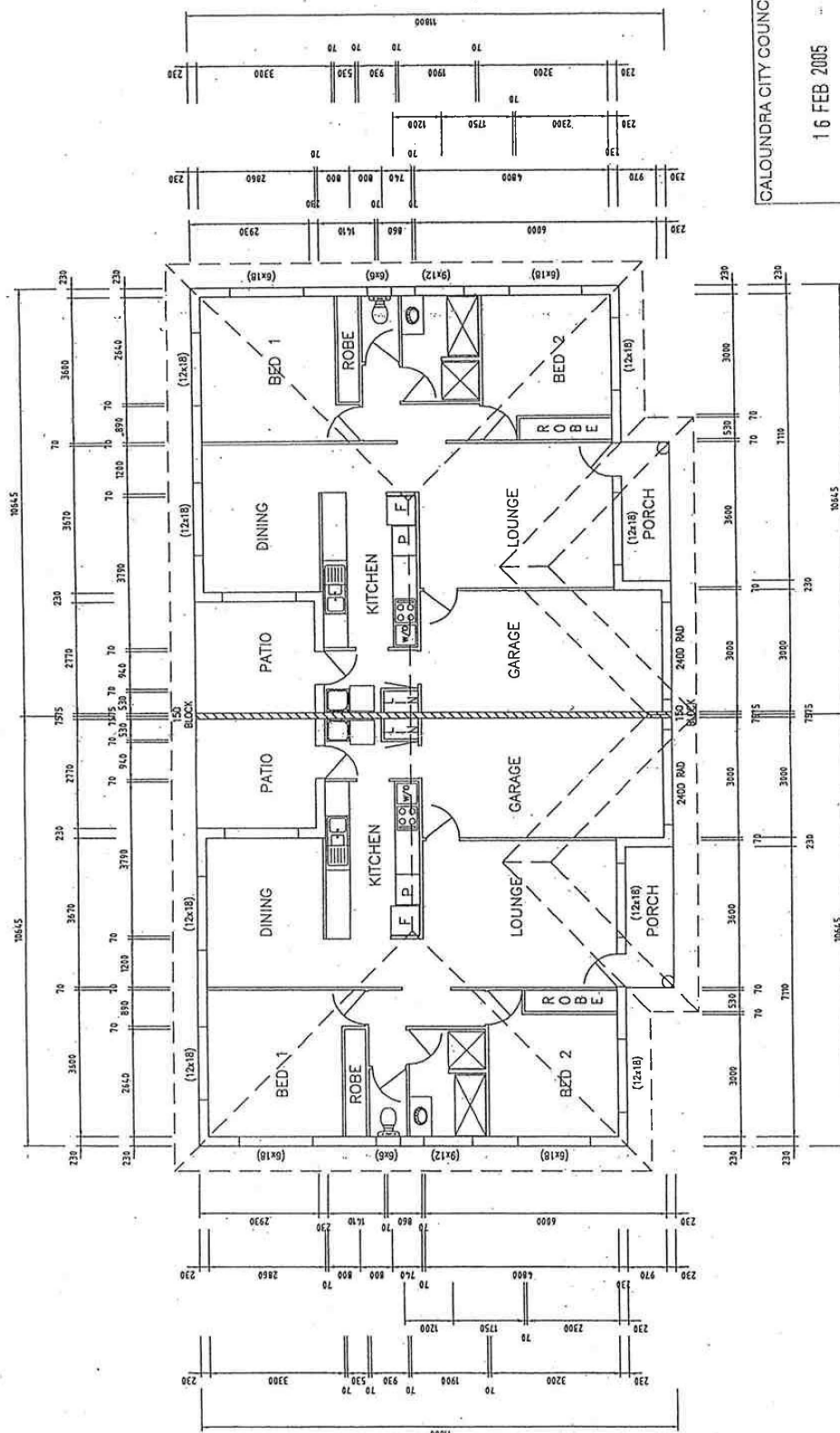
Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

## LAYOUT PLANS AS REFERRED TO IN PART 2.5

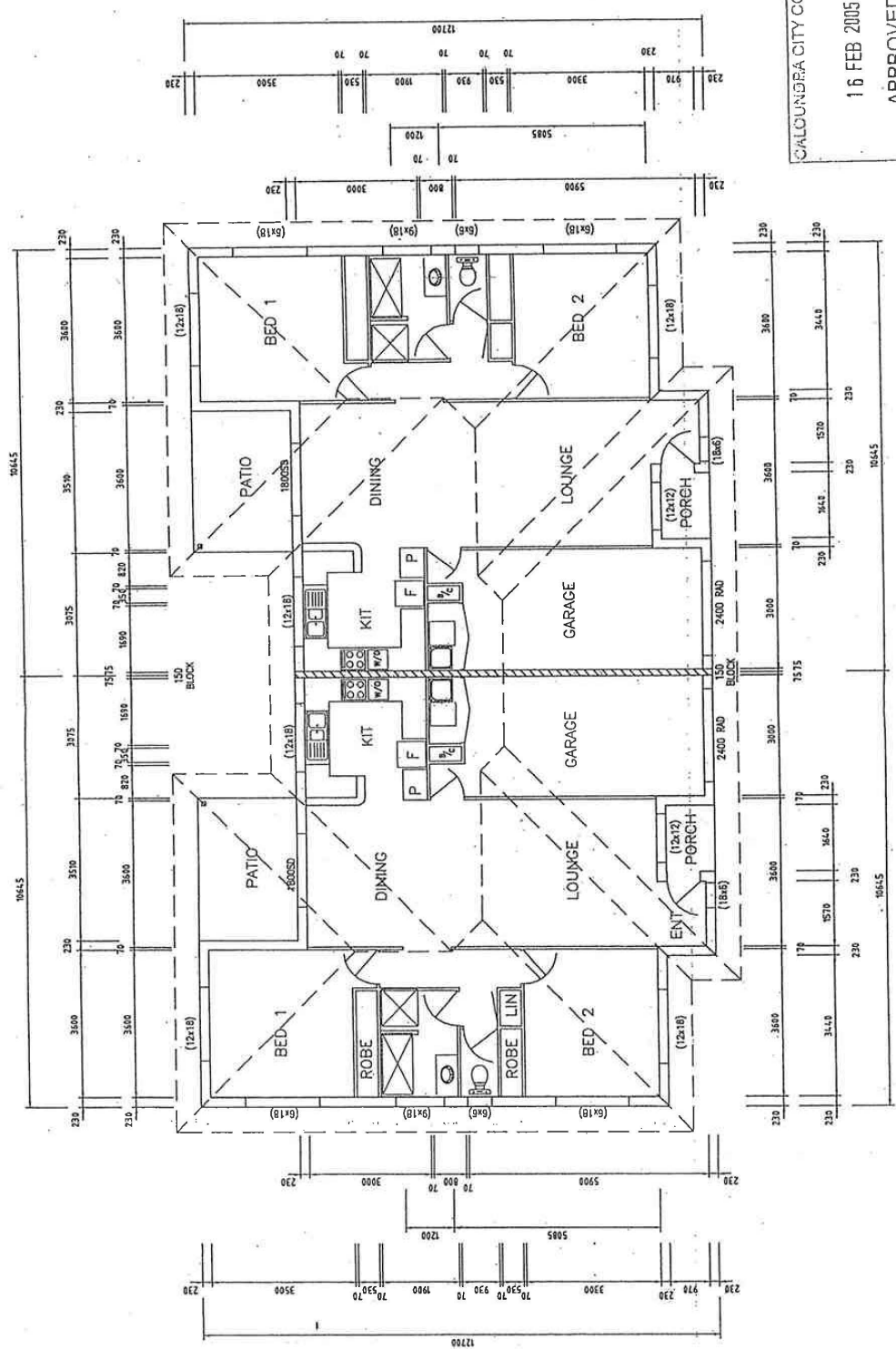


CALOUNDRA CITY COUNCIL

16 FEB 2005

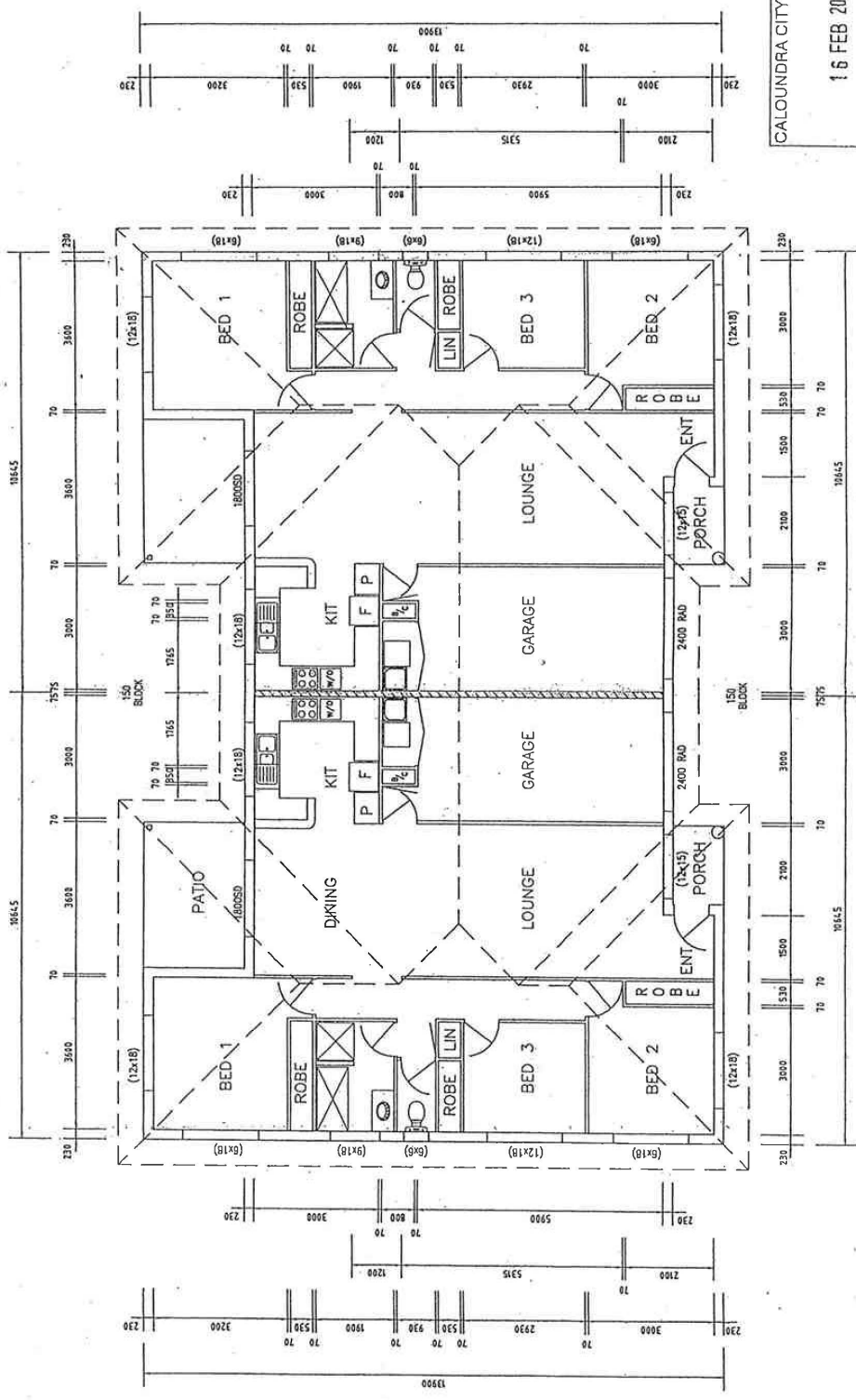
APPROVED

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CALOUNDRA CITY COUNCIL  
 16 FEB 2005  
 APPROVED

PROJECT <b>PROPOSED RETIREMENT</b>		CLIENT <b>SUNSTATE LIFESTYLES PTY LTD AND J &amp; D RICHARDS DEVELOPMENTS PTY LTD</b>		LOCATION <b>75 CALOUNDRA ROAD, CALOUNDRA</b>		JOB NO. <b>43D-093</b>	
DRAWN [Signature]		CHECKED [Signature]		DATE 16 FEB 2005		SCALE 1:100	
DESIGNED [Signature]		APPROVED [Signature]		PROJECT <b>PLAN - 2 BED UNIT TYPE 2</b>		SHEET <b>20822</b>	
PREPARED BY <b>16 FEB 2005</b>							

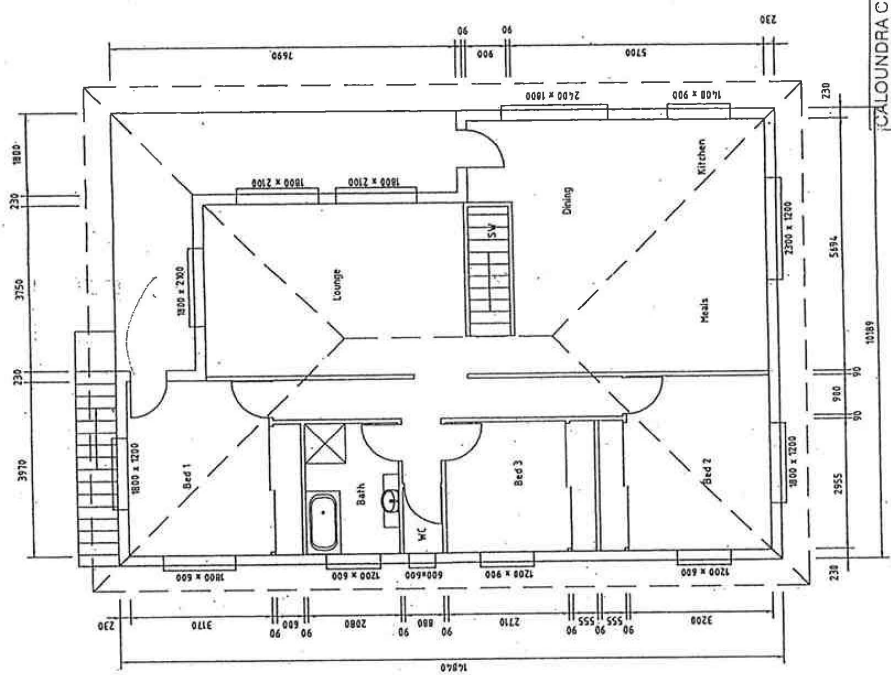
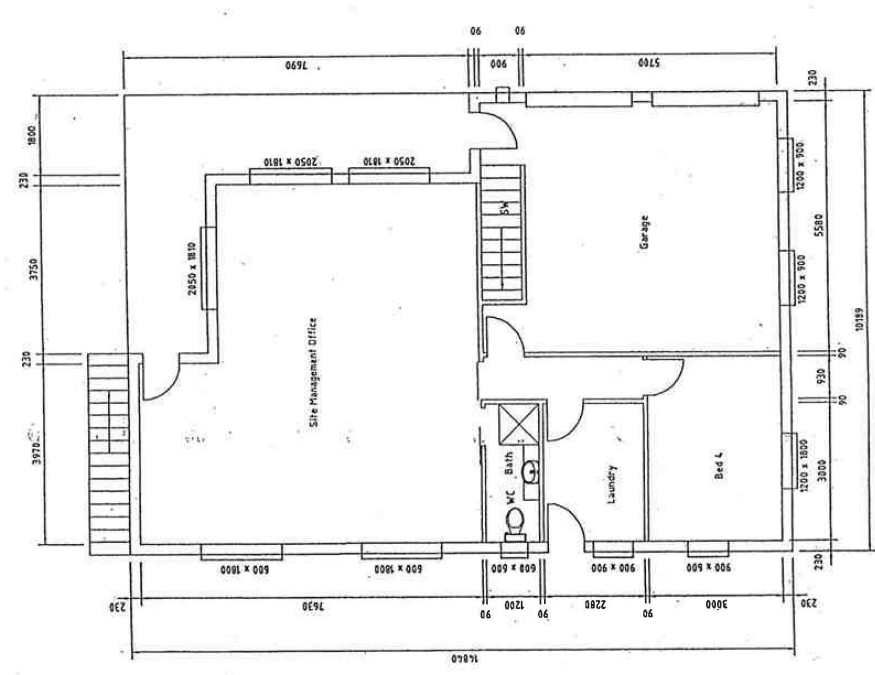


CALOUNDRA CITY COUNCIL  
16 FEB 2005  
APPROVED

DATE: SUNSTATE LIFESTYLES PTY LTD AND J & D RICHARDS DEVELOPMENTS PTY LTD PROJECT: PROPOSED RETIREMENT COMMUNITY		LOCATION: 75 CALOUNDRA ROAD, CALOUNDRA TITLE: PLAN - 3 BED UNIT TYPE 3		JOB NO. 43D-093 SHEET NO. 20824
DRAWN: [ ] CHECKED: [ ] DESIGNED: [ ] APPROVED: [ ] DATE: [ ]	SCALE: 0 1000 2000 1:100	EXPLANATION: [ ] BY: [ ] DATE: [ ]		



4A  
ENGINEERING & ENVIRONMENTAL CONSULTANTS  
1/40/04



CALOUNDRA CITY COUNCIL

16 FEB 2005

APPROVED

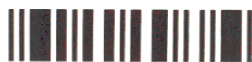
<b>CLIENT</b> SUNSTATE LIFESTYLES PTY LTD AND J & D RICHARDS DEVELOPMENTS PTY LTD <b>PROJECT</b> PROPOSED RETIREMENT HOMES		<b>LOCATION</b> 75 CALOUNDRA ROAD, CALOUNDRA <b>UNIT</b> UNIT 17		<b>DATE</b> 16 FEB 2005 <b>BY</b> [Signature] <b>FOR</b> [Signature]
<b>DESIGNER</b> [Signature] <b>DATE</b> [ ] <b>REVISIONS</b> [ ] <b>APPROVED</b> [Signature]		<b>SCALE</b> 0 1000 2000 1:100 <b>NOTES</b> [ ] <b>BY</b> [ ] <b>DATE</b> [ ]		

# ANNEXURE 3

LEASE

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Dealing Number



OFFICE USE ONLY

**Privacy Statement**

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Lessor</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
<b>2. Lot on Plan Description</b> Lot      on SP		
<b>3. Lessee</b> Given names      Surname/Company name and number      (include tenancy if more than one) SEACHANGE RETIREMENT VILLAGE MANAGEMENT PTY LTD A.C.N. 117 682 603		
<b>4. Interest being leased</b> FEE SIMPLE		
<b>5. Description of premises being leased</b> THE WHOLE OF THE LAND		
<b>6. Term of Lease</b> Commencement date/event:      /      / Expiry date:      /      / #Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)		<b>7. Rental/Consideration</b> \$1.00 for the term of the Lease
<b>8. Grant/Execution</b> The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule. <b>Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994</b> .....signature .....full name .....qualification      /      / <b>Witnessing Officer</b> <b>Execution Date</b> <b>Lessor's Signature</b> (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		
<b>9. Acceptance</b> The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease. .....signature .....full name .....qualification      /      / <b>Witnessing Officer</b> <b>Execution Date</b> (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec) SEACHANGE RETIREMENT VILLAGE MANAGEMENT PTY LTD by its duly appointed Attorney Terrence Robert Bethke under Power of Attorney No. 710343652 who declares he has received no notice of revocation of such Power of Attorney ..... Terrence Robert Bethke <b>Lessee's Signature</b>		

**Title Reference**

**1. DEFINITIONS & INTERPRETATION**

**1.1 Definitions**

Unless the context otherwise requires:

- (1) **'Body Corporate Act'** means the Body Corporate and Community Management Act 1997;
- (2) **'Buyer'** means Your proposed Buyer of the Premises;
- (3) **'Community Management Statement'** means the registered Community Management Statement for the Scheme containing By-Laws in Schedule C;
- (4) **'Contract'** means any contract between You and Your Buyer for disposal of Your interest in the freehold of the Premises;
- (5) **'Eligible Resident'** means a person who is at least 50 years of age provided that if there is more than one resident then the oldest must be at least 50 years of age and the youngest must be at least 45 years of age;
- (6) **'Premises'** means the Lot referred to in Items 2 and 5 of the Form 7;
- (7) **'Retirement Villages Act'** means the Retirement Villages Act 1999;
- (8) **'Retirement Villages Documents'** means the following documents for the Scheme prepared under the Retirement Villages Act:
  - (a) Form 3 Village Comparison Document; and
  - (b) Form 4 Prospective Costs Document;
- (9) **'Scheme'** means the Seachange Retirement Village Community Titles Scheme registered and created under the Retirement Villages Act and the Body Corporate Act;
- (10) **'Sublease'** means the Sublease of the Premises granted by Us to You;
- (11) **'We, Us, Our'** means the lessee described in Item 3 which is Seachange Management Pty Ltd;
- (12) **'You, Your'** means the lessor described in Item 1.

**1.2 Interpretation**

- (1) All words importing the singular include the plural and vice-versa.
- (2) References to any gender includes all genders and corporations.
- (3) References to either party includes that party's successors in title, administrators, person representatives and assigns.
- (4) When this Lease requires anything to be done, this includes not allowing or permitting the thing to be done.
- (5) A heading may be used to help interpretation, but is not legally binding;
- (6) Anything to be done on a Saturday, Sunday or public holiday in Queensland may be done on the next day.

**2. COMMENCEMENT**

- 2.1 You lease the Premises to Us beginning on the commencement date in Item 6.
- 2.2 You acknowledge receipt of payment of the rent by Us referred to in Item 7 of the Form 7.

**3. DISPOSAL OF INTEREST**

**3.1 Our consent is required**

You must obtain Our consent before You dispose of Your interest in the Premises to a Buyer.

**3.2 Eligible Residents Only**

You may only dispose of Your interest in the Premises to an Eligible Resident. You cannot dispose of Your interest to a corporation.



**Title Reference**

**3.3 Payments on Disposal**

If You dispose of Your interest in the Premises You must pay Us:

- (1) any money You owe Us under the Sublease as at the completion date of the Contract; and
- (2) Our reasonable legal and administrative costs of preparing the Contract, the surrender of this Lease, the new Lease and the new Sublease to be signed by You and Your Buyer.

**3.4 You must use Our Contract**

If You dispose of Your interest in the Premises:

- (1) You must use Our Contract;
- (2) You must execute a surrender of this Lease;
- (3) The Buyer must enter into a new Lease and a new Sublease of the Premises with us generally in the form of this Lease and the Sublease.

**3.5 Retirement Villages Documents and Community Management Statement**

- (1) You acknowledge receiving from us before You signed this Lease:
  - (a) the Retirement Villages Documents; and
  - (b) the Community Management Statement.
- (2) We will provide a copy of the Retirement Villages Documents and the Community Management Statement to be given to Your proposed Buyer before that Buyer signs the Contract.

**3.6 Disposal of Our Interest**

We can dispose of Our interest in this Lease without Your consent.

**4. PREJUDICE**

You will not sign any document or do anything which would prejudice Our rights and interests under this Lease.

**5. COSTS**

You must pay:

- (1) Our reasonable legal and other costs arising out of this Lease including preparing, registering and finalising this Lease and any other dealings relating to it;
- (2) Stamp duty and registration fees on this Lease or any other dealings related to it; and
- (3) Our reasonable costs of considering Your requests for Our approval or consent.

**6. POWER OF ATTORNEY**

6.1 You irrevocably appoint Us and each of Our officers as Your attorney for the purposes referred to in section 89 of the Retirement Villages Act 1999.

6.2 Under that power of attorney We may sign a surrender of this Lease and otherwise act as authorised in writing.

**7. NOTICES**

**7.1 Notices to be in writing**

A notice required by this Sublease must be in writing.

**7.2 Serving notices**

- (1) We may serve a notice on You by:
  - (a) giving it to You personally; or
  - (b) leaving it at or posting it to the Premises; or
  - (c) leaving it at or posting it to Your address as last known to Us.
- (2) You may serve a notice on Us by leaving it at, or posting it to or faxing it to Our office address.

**Title Reference**

(3) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

**8. OTHER MATTERS**

**8.1 Individual and Joint Liability**

If two or more people are described in Item 1 (You, Your) or Item 2 (We, Us, Our) each person described in the item is liable for the obligation individually and jointly together with each other person in that item.

**8.2 Queensland Law Applies**

The Lease is governed by Queensland Law.

**8.3 Property Law Act Section Do Not Apply**

The following obligations or powers in the *Property Law Act 1974* are separately covered in this Lease and excluded from it: Section 105 (tenant's covenant to pay rent and repair), section 170 (landlord's powers to enter and view, repair and re-take possession) and section 109 (short forms of covenants).

**8.4 Validity of Our documents**

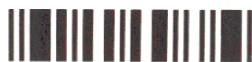
Our documents or notices are valid when signed by Us or under Our power of attorney or by Our lawyer.

# ANNEXURE 4

SUBLEASE

---

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Lessor</b> SEACHANGE RETIREMENT VILLAGE MANAGEMENT PTY LTD A.C.N. 117 682 603	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
---	--	--------------------

<b>2. Lot on Plan Description</b> Lot on SP	<b>Title Reference</b>
--	------------------------

<b>3. Lessee</b> Given names	Surname/Company name and number	(include tenancy if more than one)
------------------------------	---------------------------------	------------------------------------

**4. Interest being leased**  
LEASE NO.

**5. Description of premises being leased**  
THE WHOLE OF THE LAND

<b>6. Term of Lease</b> Commencement date/event:        /        / Expiry date:                        /        / #Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> \$1.00 for the term of the Sub-Lease
--	--

**8. Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

.....signature

.....full name

.....qualification

Execution Date

**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**SEACHANGE RETIREMENT VILLAGE MANAGEMENT PTY LTD** by its duly appointed Attorney Terrence Robert Bethke under Power of Attorney No. 710343652 who declares he has received no notice of revocation of such Power of Attorney

.....  
Terrence Robert Bethke  
**Lessor's Signature**

**9. Acceptance**

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature

.....full name

.....qualification

Execution Date

**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

.....  
**Lessee's Signature**

Title Reference

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Unless the context otherwise requires:

- (1) **"Body Corporate"** means the body corporate for the Scheme;
- (2) **"Body Corporate Act"** means the Body Corporate and Community Management Act 1997;
- (3) **"Buyer"** means your proposed Buyer for the Premises;
- (4) **"Claim"** includes any claim or legal action and all costs and expenses incurred in connection with it;
- (5) **"Common Areas"** means all areas within the Scheme that are not included in a Lot in the Scheme;
- (6) **"Community Management Statement"** means the registered Community Management Statement for the Scheme containing By-Laws in Schedule C;
- (7) **"Contract"** means any contract between You and Your Buyer for disposal of your interest in the freehold of the Premises;
- (8) **"Eligible Resident"** means a person who is at least 50 years of age provided that if there is more than one resident then the oldest must be at least 50 years of age and the youngest must be at least 45 years of age;
- (9) **"Lease"** means the lease of the Premises granted by You to Us;
- (10) **"Levies"** means all levies, charges, contributions and funds raised for the Scheme including without limitation those raised by the Body Corporate and Us in accordance with the law;
- (11) **"Local Authority"** means Sunshine Coast Regional Council;
- (12) **"Lot"** means all lots within the Scheme;
- (13) **"Official Requirement"** means any requirement, notice, order or direction of the Body Corporate, the Local Authority or any other authority and includes the provisions of any statute, ordinance or by-law;
- (14) **"Premises"** means the Lot referred to in Items 2 and 5 of the Form 7;
- (15) **"Retirement Villages Act"** means the Retirement Villages Act 1999;
- (16) **"Retirement Villages Documents"** means the following documents for the Scheme prepared under the Retirement Villages Act:
  - (a) Form 3 Village Comparison Document; and
  - (b) Form 4 Prospective Costs Document;
- (17) **"Rules"** means the by-laws and rules for the Scheme from time to time;
- (18) **"Scheme"** means the retirement village scheme registered under the Retirement Villages Act for "Seachange Retirement Village" and under the Body Corporate Act;
- (19) **"Services"** means all utilities and services in the Premises or the Village;
- (20) **"Village"** means Seachange Retirement Village;
- (21) **"We, Us, Our"** means the lessor described in Item 1 which is Seachange Retirement Village Management Pty Ltd ACN 117 682 603 and where relevant includes any person we authorise;
- (22) **"You, Your"** means the lessee described in Item 2, and where relevant includes your employee, agent or any person you allow on the Premises;
- (23) **"Your Property"** means all property owned by you including all fixtures, fittings, equipment and goods in the Premises;

1.2 Interpretation

- (1) All words importing the singular include the plural and vice-versa.

**Title Reference**

- (2) References to any gender includes all genders and corporations.
- (3) References to either party includes that party's successors in title, administrators, personal representatives and assigns.
- (4) When this Sublease requires anything to be done, this includes not allowing or permitting the thing to be done.
- (5) A heading may be used to help interpretation, but is not legally binding.
- (6) Anything to be done on a Saturday, Sunday or public holiday in Queensland may be done on the next day.

**2. COMMENCEMENT**

- 2.1 We sublet the Premises to You beginning on the Commencement Date in Item 6 of the Form 7.
- 2.2 We acknowledge receipt of payment of the rent by You referred to in Item 7 of the Form 7.

**3. YOU MUST PAY FOR SERVICES AND BODY CORPORATE LEVIES**

- 3.1 You must pay promptly for all Services supplied to Your Premises including electricity, gas, telephone, rates and Local Authority charges.
- 3.2 You must pay promptly all Levies when due and payable.

**4. YOUR OBLIGATIONS GENERALLY**

**4.1 You must obey the law.**

You must obey any law that requires You to do anything concerning the Premises, Your use of the Premises and this Sublease.

**4.2 You using this Sublease as security**

You must not use this Sublease as security for borrowing.

**4.3 Using the Common Area**

You may use the Common Areas of the Scheme.

**4.4 Comply with Rules**

You must comply with all Rules.

**5. YOUR OBLIGATIONS CONCERNING THE PREMISES**

**5.1 Using the Premises**

- (1) You may only use the Premises as residential accommodation premises. You must not carry on any business from the Premises.
- (2) The Premises must only be occupied by You. You must not tenant, lease or licence the Premises.

**5.2 Maintaining the Premises and Your property**

- (1) You must keep the Premises clean and tidy, free of accumulated rubbish and free of vermin and insects.
- (2) You must keep the Premises in good condition, except for fair wear and tear, including carrying out any repairs and fixing any damage You cause or any other person causes.

**5.3 Altering the Premises**

- (1) You must get Our consent before You alter or do any other building work to the Premises unless it is a matter in respect of which the Body Corporate is required to provide approval and the Body Corporate has already provided that approval.
- (2) The Lessee shall forthwith upon request by the Lessor, provide evidence of that approval which is satisfactory to the Lessor.

**Title Reference**

**5.4 When this Sublease ends**

This Sublease ends on the completion date of the Contract for the sale of the Premises to your Buyer. On that date:

- (1) You must give vacant possession of the Premises in the same condition as they were in at the Commencement Date of this Sublease except for fair wear and tear; and
- (2) You must make sure all Your Property is removed. Anything left behind we may dispose of at your risk and cost.

**5.5 Official Requirements**

You must comply, at Your expense, with any Official Requirement concerning the Premises, Your Property or Your use or occupation of the Premises.

**6. OUR RIGHTS AND OBLIGATIONS**

**6.1 We must obey the law**

We must obey any law that requires Us to do anything concerning the Premises and the Village.

**6.2 Your quiet enjoyment**

We must allow You to occupy and use the Premises without Us interrupting or disturbing You, except where this Sublease allows Us to do so.

**6.3 Our Services**

- (1) We will provide to You the following general services:
  - (a) management and administration of the operation of the Village to ensure its proper functioning as a retirement village under the Retirement Villages Act;
  - (b) without limiting that management and administration:
    - (i) maintain the Retirement Villages Documents in accordance with the Retirement Villages Act including varying it when there are changes to:
      - A. legislation;
      - B. annual budgetary matters;
      - C. the Officeholder or Shareholders of the Scheme Operator if a variation is required as a consequence thereof;
    - (ii) issue Retirement Villages Documents for use in connection with the sale of a Lot in the Village;
    - (iii) issue a Contract and Lease for use in connection with the sale of a Lot in the Village;
    - (iv) receive, consider and respond to requests for consent to any matter that requires Our consent as Lessee, Sublessor or Scheme Operator for the Scheme including but not limited to a proposed sale of a Lot in the Village;
    - (v) prepare any necessary documents arising out of or in connection with a consent including but not limited to the Retirement Villages Documents, Contract, Surrender of existing Lease, Surrender of existing Sub-Lease, new Lease, new Sub-Lease and any Collateral Deed or the like in connection with or incidental to any consent;
    - (vi) accept a role as manager of the Body Corporate under a written agreement on reasonable and appropriate terms and at a fee which, in all the circumstances, is reasonable if We, in Our discretion, consider it appropriate to do so.
- (2) We will provide to You the following personal services at Your cost if You request Us to do so:

**Title Reference**

- (a) gardening and general maintenance of Your exclusive use courtyard area; and
- (b) minor maintenance of the interior of Your Premises;
- (3) We may in Our discretion:
  - (a) employ anyone for the proper running of the Village and the performance of Our duties;
  - (b) retain accountants, lawyers and other professional people for the proper administration of the Village; and
  - (c) subcontract to any person any of Our administrative or other functions.

**6.4 We may enter the Premises in an emergency**

We may enter Your Premises to carry out emergency maintenance, repairs or rescue, where we reasonably believe this to be necessary, without giving You notice.

**6.5 We may do things on Your behalf**

We may carry out any of Your obligations on Your behalf if You do not carry them out on time, (for example: If You do not undertake necessary repairs). You must promptly reimburse Our costs of doing this.

**6.6 Giving Our consent or approval**

- (1) If You request Our consent or approval, We must consider Your request promptly, and must be fair and reasonable in giving or withholding it. We may also require You to accept any reasonable terms before We give Our consent or approval.
- (2) We can refuse to give Our consent for any reason if it concerns structural building work to the Premises.

**7. IF THE PREMISES ARE RESUMED**

If a competent authority resumes the Premises or the Village, and this makes the Premises unfit for Your use, then We or You may end this Sublease by notice to the other. We are not liable to pay You any compensation.

**8. RISK AND INSURANCE**

**8.1 You must have insurance**

- (1) You (as the occupying lessee) must have current public liability insurance for the Premises for at least \$5,000,000 for each incident.
- (2) If We ask, You must promptly give Us evidence of the insurance.
- (3) You must not do anything that may make Our insurance invalid or able to be cancelled, or that may increase Our insurance premium.

**8.2 You release and indemnify Us**

- (1) You occupy and use the Premises at Your own risk.
- (2) You release Us from any Claim due to any damage, loss, injury, or death occurring in the Premises or the Scheme except to the extent that We cause this by an act or negligence.
- (3) You indemnify Us against any Claim due to any damage, loss, injury, or death, caused by:
  - (a) Your act or negligence;
  - (b) Your use or occupation of the Premises or the Village;
  - (c) the Services or Your use of the Services,except to the extent that We caused this by an act or negligence.

**9. BREACH OF THIS SUBLEASE**

**9.1 How You breach this Sublease**

- (1) You breach this Sublease if You:



**Title Reference**

- (a) do not pay to Us on time any money payable by You under this Sublease;
- (b) do not pay any Levies when they are due and payable;
- (c) use the Premises inconsistently with clause 5 of this Sublease;
- (d) dispose of Your interest in the Premises or this Sub-lease without Our consent;
- (e) do not maintain and repair the Premises in good condition, except for fair wear and tear;
- (f) do not comply with any Official Requirement
- (g) encumber the Premises with a mortgage, charge or other security without Our consent;
- (h) you do not comply with your obligations as owner of the Premises under the Body Corporate Act; or
- (i) you do not comply with your obligations as a resident of the Premises under the Retirement Villages Act.

(2) These are essential terms of this Sub-lease.

**9.2 If You breach this Sublease**

If You breach this Sublease We must give You notice requiring You to remedy the breach.

**9.3 If We breach this Sublease**

If We breach this Sublease, You must give Us a notice requiring Us to remedy the breach.

**9.4 What We may do if You breach this Sublease**

- (1) If You breach this Sublease and do not remedy it as We require, We may do any one or more of the following:
  - (a) re-enter and take possession of the Premises and this Sublease;
  - (b) recover from You any loss We suffer due to Your breach;
  - (c) exercise any of Our other legal rights.
- (2) If You breach an essential term of this Sublease and We re-enter or take possession of the Premises, then We may recover all money payable by You according to this Sublease up to the expiry date. We must minimise Our loss.

**10. PREJUDICE**

You will not sign any document or do anything which would prejudice Our rights and interests under this Sub-lease.

**11. CONDITIONS ON DISPOSAL OF YOUR INTEREST**

**11.1 Our consent is required**

- (1) You must obtain Our consent before You dispose of Your interest in the Premises or this Sublease to a Buyer.
- (2) You must not grant a Sub-sublease.

**11.2 Eligible Residents Only**

- (1) You may only dispose of Your interest in the Premises to an Eligible Resident.
- (2) You cannot dispose of Your interest to a corporation.

**11.3 Payments on Disposal**

If You dispose of Your interest in the Premises or this Sublease You must pay:

- (1) to us any money You owe Us under this Sublease as at the completion date of the Contract; and
- (2) any Levies due; and
- (3) our reasonable legal and administrative costs of preparing the Contract the Surrender of the Lease, Surrender of this Sublease, the new Lease and the new Sublease to be signed by You and Your Buyer.

**Title Reference**

**11.4 You must use Our Contract**

If You dispose of Your interest in the Premises:

- (1) You must use Our Contract for the sale of your Premises;
- (2) You must execute a surrender of this Sublease;
- (3) the Buyer must enter into a new Lease and a new Sublease of the Premises with Us generally in the form of the Lease and this Sublease.

**11.5 Retirement Villages Documents and Community Management Statement**

We will provide a copy of the Retirement Villages Documents and Community Management Statement to be given to Your proposed Buyer before that Buyer signs the Contract.

**11.6 Exit Fees and Exit Entitlement**

- (1) You are not required to pay any Exit Fees on disposal of Your interest in the Premises to Us.
- (2) We are not required to pay any Exit Entitlement to You on disposal of Your interest in the Premises.

**11.7 Marketing and Sale of Premises**

- (1) We will not assist You or market the sale of the Premises.
- (2) The costs of the sale of Your interest in the Premises or the Sublease are costs payable by You.

**12. DISPOSAL OF INTEREST**

We can dispose of Our interest in this Sublease without Your consent.

**13. COSTS**

**13.1 You must pay:**

- (1) Our reasonable legal and other costs arising out of this Sublease including preparing, registering and finalising this Sublease and any other dealings related to it;
- (2) stamp duty and registration fees on this Sublease or any other dealings related to it; and
- (3) Our reasonable costs of considering Your requests for Our approval or consent.

**14. POWER OF ATTORNEY**

14.1 You irrevocably appoint Us and each of Our officers as Your attorney for the purposes referred to in section 89 of the Retirement Villages Act.

14.2 Under that power of attorney We may sign a surrender of this Sublease and otherwise act as authorised in writing.

**15. NOTICES**

**15.1 Notices to be in writing**

A notice required by this Sublease must be in writing.

**15.2 Serving notices**

- (1) We may serve a notice on You by:
  - (a) giving it to You personally; or
  - (b) leaving it at or posting it to the Premises; or
  - (c) leaving it at or posting it to Your address as last known to Us.
- (2) You may serve a notice on Us by leaving it at, or posting it to or faxing it to Our office address.
- (3) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

**Title Reference**

**16. OTHER MATTERS**

**16.1 Individual and Joint Liability**

If two or more people are described in Item 1 (We, Us, Our) or Item 2 (You, Your) each person described in the item is liable for the obligation individually and jointly together with each other person in that item.

**16.2 Queensland Law Applies**

The Lease is governed by Queensland Law.

**16.3 Property Law Act Sections Do Not Apply**

The following obligations or powers in the Property Law Act 1974 are separately covered in this Sublease and are excluded from it: Section 105 (tenant's covenant to pay rent and repair), section 170 (landlord's powers to enter and view, repair and re-take possession) and section 109 (short forms of covenants).

**16.4 Validity of Our documents**

Our documents or notices are valid when signed by Us or under Our power of attorney or by Our lawyer.

**17. GST**

**17.1 Definitions**

Words and expressions used in this Sublease which are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning in this Sublease.

**17.2 Consideration to be increased**

Any consideration to be paid by You to Us under this Sublease has been agreed on a GST exclusive basis. Despite any other provision in this Sublease, if We make a supply under or in connection with this Sublease which attracts GST then the consideration to be paid by You must be increased by the GST and You must also pay Us the GST amount payable by Us in respect of that supply.

**17.3 Date of Payment**

You must pay the additional amount due under clause 17.2 at the same time You pay for the supply or component of the supply that attracts GST.

**18. DISPUTE RESOLUTION**

**18.1** If You wish to resolve a Retirement Village Dispute as that term is defined in the Retirement Villages Act then:

- (1) You must give the other party to that dispute a written notice:
  - (a) stating the matters in dispute; and
  - (b) nominating a day, no earlier than 14 days after the notice is given (the nominated day) for the parties to meet within the Village to attempt to resolve the dispute;
- (2) on the nominated day, or another day within 7 days after the nominated day and agreed by the parties, the parties must meet in the Village and attempt to resolve the dispute.

**18.2** If the dispute is not resolved then either party may apply to have the dispute referred to mediation as prescribed from time to time by the Retirement Villages Act.

**18.3** If the dispute is not resolved by referral to mediation then either party may refer the dispute to the Commercial and Consumer Tribunal for resolution by application to that Tribunal.

# ANNEXURE 5

## COMMUNITY MANAGEMENT STATEMENT

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QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

## GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

23.



713885270

\$68.90

02/06/2011 11:08

NR 470

For further information see the department's website.

<b>1. Nature of request</b> Request to Record New Community Management Statement for Seachange Retirement Village Community Titles Scheme 36068	<b>Lodger</b> (Name, address, E-mail & phone number) Suncoast Legal Searches PO Box 4670 Sunshine Coast MC 4560 DAN:1100510	<b>Lodger Code</b> 0439 579 950 02 4560 HT	
<b>2. Lot on Plan Description</b> Common property of Seachange Retirement Village Community Titles Scheme 36068	<b>County</b> 	<b>Parish</b> 	<b>Title Reference</b> 50635928
<b>3. Registered Proprietor/State Lessee</b> Body Corporate for Seachange Retirement Village Community Titles Scheme 36068			
<b>4. Interest</b> Not Applicable			
<b>5. Applicant</b> Body Corporate for Seachange Retirement Village Community Titles Scheme 36068			
<b>6. Request</b> I hereby request that: the new CMS deposited herewith which amends the bylaws in Schedule C Bylaws of the existing CMS be recorded as the CMS for Seachange Retirement Village Community Titles Scheme 36068.			

## 7. Execution by applicant

DAVID ANDREW NETHERTON, Solicitor

31/5/11  
Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

**36068**

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

WITHIN THREE (3) MONTHS OF THE DATE OF  
CONSENT BY THE BODY CORPORATE

Office use only

**CMS LABEL NUMBER**

**1. Name of community titles scheme**

Seachange Retirement Village  
Community Titles Scheme 36068

**2. Regulation module**

Standard Module

**3. Name of body corporate**

Body Corporate for Seachange Retirement Village Community Titles Scheme 36068

**4. Scheme land**

Lot on Plan Description	County	Parish	Title Reference
See schedule attached			

**5. Name and address of original Owner**

~~J & D Richards Developments Pty Ltd ACN 009 864 288~~  
~~Sunstate Lifestyles Pty Ltd ACN 107 465 323~~  
~~Cl Sothertons, GPO Box 1568, Brisbane, Qld 4001~~  
**NOT APPLICABLE**

**6. Reference to plan lodged with this statement**

Not Applicable

**# first community management statement only**

**7. Local Government community management statement notation**

**NOT APPLICABLE PURSUANT TO S60(6) OF THE BODY CORPORATE  
AND COMMUNITY TITLES MANAGEMENT ACT 1997**

Not Applicable.....**name and designation**

.....**Sunshine Coast Regional Council name of Local Government**

**8. Execution by original Owner/Consent of body corporate**

**Execution Date**

20 / 05 / 11

**\*Execution**

The Common Seal of the Body Corporate for  
Seachange Retirement Village Community Titles  
Scheme 36068 in the presence of

.....  
Chairperson  
  
1. f. Anderson - Wright  
.....  
Secretary

\*Original Owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

**Privacy Statement**

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

## Title Reference 50212661 and 16333065

**4. Scheme land**

Lot on Plan Description	County	Parish	Title Reference
Lots 1 to 8 and Lot 17 on SP187654	Canning	Bribie	50635929 to 50635936 and 50635937
Lots 9 to 16 on SP 203454	Canning	Bribie	<del>50688150 to</del> <del>50688157</del>
Common Property of Seachange Retirement Village Community Titles Scheme on SP 187654	Canning	Bribie	50635928
Common Property of Seachange Retirement Village Community Titles Scheme on SP 203454	Canning	Bribie	<del>50635928</del>

Title Reference 50212661 and 16333065

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP187654	1	1
Lot 2 on SP187654	1	1
Lot 3 on SP187654	1	1
Lot 4 on SP187654	1	1
Lot 5 on SP187654	1	1
Lot 6 on SP187654	1	1
Lot 7 on SP187654	1	1
Lot 8 on SP187654	1	1
Lot 9 on SP 203454	1	1
Lot 10 on SP 203454	1	1
Lot 11 on SP 203454	1	1
Lot 12 on SP 203454	1	1
Lot 13 on SP 203454	1	1
Lot 14 on SP 203454	1	1
Lot 15 on SP 203454	1	1
Lot 16 on SP 203454	1	1
Lot 17 on SP187654	1	1
<b>TOTALS</b>	<b>17</b>	<b>17</b>

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Section 66(1) (f) and (g) of the Body Corporate and Community Management Act 1997 is not applicable.

**SCHEDULE C BY-LAWS**

The by-laws for Seachange Retirement Community Titles Scheme are set out in this Schedule:

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

In these By-laws:

- (1) **"Act"** means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) **"Body Corporate"** means the body corporate established for Seachange Retirement Community Titles Scheme;
- (3) **"Body Corporate Asset"** means any property, other than Common Property held or owned by the Body Corporate, for the benefit or on behalf of the Owners and Occupiers;
- (4) **"Body Corporate Manager"** means a body corporate manager for the Scheme;
- (5) **"Common Property"** means the Common Property for the Scheme;



**Title Reference 50212661 and 16333065**

- (6) **"Costs"** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (7) **"Improvements"** means:
  - (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
  - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (8) **"Invitees"** means each of the Occupier's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Scheme land;
- (9) **"Lot"** means a Lot in the Scheme;
- (10) **"Occupier"** means an occupier as defined in Schedule 4 of the Act;
- (11) **"Original Owner"** means J & D Richards Developments Pty Ltd ACN 009 864 288 and Sunstate Developments Pty Ltd ACN 107 465 323, its successors and assigns;
- (12) **"Owner"** means the registered owner of a Lot and includes Occupiers and Invitees;
- (13) **"Requirement"** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law;
- (14) **"Scheme"** means the Seachange Retirement Community Titles Scheme containing the Lots and the Common Property;
- (15) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for the Lot; and
- (16) **"Service Infrastructure"** means any infrastructure for the provision of Services to the Scheme or any Lot.

**1.2 Interpretations**

- (1) Reference to:
  - (a) the singular includes the plural and the plural includes the singular;
  - (b) a person means a person bound by these By-laws and includes a Body Corporate, an unincorporated association or an authority; and
  - (c) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
    - (i) that Statutory Provision as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning as these By-laws.

**Title Reference 50212661 and 16333065**

**2. OBSTRUCTION OF COMMON PROPERTY**

An Owner must not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to:

- (1) the Common Property or any Body Corporate Asset; or
- (2) any easement giving access to a Lot or the Common Property.

**3. VEHICLES**

- 3.1 An owner or occupier of a lot or his invitee shall not park or stand any motor vehicle, trailer, caravan, boat, pushbike, motor cycle or other vehicles upon common property other than in areas specifically designated for that purpose.
- 3.2 Despite By-law 3.1, an owner or occupier of a lot or his invitee may park or stand any motor vehicle upon the common property immediately in front of the garage to the lot during daylight hours provided that the through traffic is not affected or interfered with by the parking or standing of the motor vehicle.
- 3.3 An owner or occupier of a lot may not park or stand a second motor vehicle upon the common property, nor within a visitors car park area. However, an owner or occupier may park a second vehicle on the common property if the owner or occupier obtains the body corporate's written approval before bringing the vehicle on to the common property and accords with the conditions of the approval granted by the body corporate. The body corporate may revoke an approval granted under this bylaw at any time, if the occupier or owner fails to comply with the terms of the approval granted.
- 3.4 No vehicle is to be parked or allowed to stand in a visitors car park area for a longer period than ten (10) continuous days without the written consent of the body corporate which consent must not be unreasonably withheld and must be given in cases of sickness or bereavement of the owner or occupier of a lot and during school holiday periods. Notwithstanding, any other bylaw, no vehicle used for a commercial purpose (eg van, bus, ute), is to be parked on common property overnight, without the written approval of the Body Corporate.'
- 3.5 By-law 3.4 is for the benefit of visitors of a owner or occupier of a lot and is not to be interpreted to mean that a owner or occupier of a lot may park a motor vehicle in the visitors' car park area.
- 3.6 The body corporate may take any such steps as may be necessary to remove any vehicle which has been parked in breach of this by-law and any cost associated with such removal shall be paid by the offending party. If the offending party is an invitee then the cost of removal shall be paid by the owner or occupier of whom he is an invitee. The owner indemnifies the body corporate against any claim or demand which may arise out of the body corporate's actions to remove the vehicle.
- 3.7 A owner or occupier of a lot shall not pass over or upon common property by motor vehicle, pushbike, motorbike, trailbike or by any other vehicle of any kind or nature whether mechanically propelled or not, other than in areas designated for the purpose.

**4. USE OF COMMON PROPERTY**

An Owner:

- (1) must use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (2) must comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

**Title Reference 50212661 and 16333065**

**5. IMPROVEMENTS TO COMMON PROPERTY**

- 5.1 An Owner must not make any Improvements to the Common Property.
- 5.2 The Body Corporate may remove any unauthorised Improvement and recover the costs of doing so from the person responsible for the Improvement.

**6. DAMAGE TO LAWNS, GARDENS, ETC. ON COMMON PROPERTY**

An Owner must not remove or damage any lawns, garden, tree, shrub, plant or flower being part of or situated upon Common Property.

**7. MAINTENANCE OF ENTRANCE WALL, GAZEBO, GARDENS, LAWNS, ETC ON COMMON PROPERTY**

- 7.1 The Body Corporate must maintain in a good and new condition any entrance wall, sign, gazebo or pergola structures.
- 7.2 The Body Corporate must maintain in a good and new condition the inground watering system as installed by the Original Owner.
- 7.3 The Body Corporate must maintain the lawns, gardens, trees, shrubs, plants or flowers on the Common Property and the footpaths adjoining the Common Property.

**8. DAMAGE TO COMMON PROPERTY**

An Owner shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.

**9. BEHAVIOUR OF INVITEES**

An Owner shall take all reasonable steps to ensure that his Invitees comply with the Body Corporate by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner of any other Lot or of any person lawfully using Common Property.

**10. DEPOSITING RUBBISH ON COMMON PROPERTY**

An Owner must not put any rubbish, dirt, dust or other material on the Common except in receptacles provided by the Body Corporate.

**11. SPECIAL USE OF COMMON PROPERTY**

The Original Owner and its servants, agents, workmen, salespersons and other persons authorised by it are entitled to:-

- (1) Use the Common Property for the purpose of constructing Lots and dwellings and associated works on any Lot and the Scheme land;
- (2) Use any Lot as a display Lot for the purpose of allowing prospective buyers of any Lot in the Scheme to inspect such Lot or Lots;
- (3) Place such signs and other advertising and display material in and about any Lot and the Common Property for the purpose of the sale of any Lot;
- (4) Place such signs and other advertising and display material in and about the Common Property as it may require from time to time for the purpose of advertising any future development.

**12. GARBAGE DISPOSAL**

An Owner must:-

- (1) If no receptacle is provided by the Body Corporate, maintain receptacles for garbage:-
  - (a) Within the Owner's Lot; or
  - (b) On that part of the Common Property set aside for location of garbage receptacles.

**Title Reference 50212661 and 16333065**

- (2) Comply with all Requirements relating to the disposal of garbage and arrange for the regular removal of its garbage from the Lot;
- (3) Ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of the Owner's garbage; and
- (4) Unless it uses its own garbage receptacle for disposal of its garbage, use any garbage receptacle provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of the receptacles made by the Body Corporate.

**13. KEEPING OF ANIMALS**

13.1 The occupier of a lot must not, without the body corporate's written approval:

- (1) bring or keep an animal on the lot or the common property; or
- (2) permit an invitee to bring or keep an animal on the lot or the common property.

13.2 The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

13.3 All animals must be kept on a lead or otherwise restrained when on common property and must not be taken into recreational areas such as swimming pools or barbeque areas;

13.4 All animals must not cause a nuisance to any other occupiers or unreasonably interfere with the enjoyment of their lots;

13.5 All animals must be cleaned, trimmed, immunised and treated for worms, fleas and ticks, in accordance with the recommendations of a qualified veterinary surgeon.

13.6 The animals waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the scheme.

13.7 The body corporate may revoke an approval granted under bylaw 13.1 at any time, if the Body Corporate deems the animal is causing a nuisance or an occupier breaches any of the requirement imposed by bylaw 13.

**14. NOISE**

14.1 An Owner must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

14.2 An Owner must ensure:-

- (1) the volume of all musical instruments, radios, televisions and sound equipment played or operated by the Owner or its Invitees in the Lot is kept at a reasonably low level at all times; and
- (2) no social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

**15. SIGNAGE**

15.1 An Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.

15.2 The Body Corporate's consent under this By-law may be refused without giving reasons.

15.3 The Body Corporate may remove a sign to which it has not consented at the expense of the Owner.

15.4 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.

**16. ANTENNA RADIOS**

An Owner must not erect any television or radio aerials or other communication receivers in or on the Lot or on the Common Property without the prior written consent of the Body Corporate.

**Title Reference 50212661 and 16333065**

**17. AUCTION SALE**

An Owner must not allow any auction sale to be conducted within the Owner's Lot or from the Common Property without the prior written consent of the Body Corporate.

**18. USE OF LOTS**

An Owner must:

- (1) observe all Requirements in connection with the use of the Owner's Lot;
- (2) maintain the Owner's Lot in good order and condition;
- (3) not use or store any flammable liquids or materials in the Lot or on Common Property other than of a type used for domestic purposes;
- (4) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
- (5) not overload any Services or Service Infrastructure;
- (6) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
- (7) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
- (8) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
- (9) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot; and
- (10) not cause disturbance to other persons lawfully using any Lot or Common Property.

**19. RIGHT OF ENTRY**

19.1 The Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

- (1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
- (2) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service infrastructure.

19.2 In case of emergency no notice will be required under By-law 19.1.

19.3 Anything undertaken by the Body Corporate under this By-law will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.

19.4 In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

**20. BODY CORPORATE RIGHTS**

The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these By-laws by any Owner, including, without limitation:

- (1) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
- (2) allowing a designated part of the Common Property to be used by any security person firm or company;
- (3) obtaining installing and maintaining locks, alarms, communications systems and other security devices; or
- (4) determining rules under which persons are given access to any part of the Common Property.

**21. INVITEES**

21.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot.

21.2 An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.

**Title Reference 50212661 and 16333065**

- 21.3 An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By-laws.
- 21.4 An Occupier of a Lot shall take all reasonable steps to ensure that his Invitees comply with the Body Corporate by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of any other Lot or of any person lawfully using Common Property.
- 21.5 If in the opinion of the Body Corporate any Invitee is an undesirable Invitee in view of a continual breach of Body Corporate by-laws or disregard for the peaceful enjoyment of an Occupier of another Lot or of any person lawfully using Common Property the Body Corporate may require the Occupier of the Lot to take such steps as may be necessary to evict the Invitee.
- 22. NOTICE OF DEFECT**
- The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.
- 23. REQUEST TO SECRETARY**
- An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Body Corporate Committee to the Secretary or Body Corporate Manager.
- 24. NOTICES**
- All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.
- 25. COPY OF BY-LAWS**
- Owners must provide any Occupier of a Lot with a copy of these By-laws.
- 26. POWER OF BODY CORPORATE COMMITTEE**
- The Body Corporate Committee may make rules (in addition to those specifically provided for elsewhere in these By-laws) relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirement and those rules are binding on the Owners.
- 27. RECOVERY OF COSTS**
- The Body Corporate may recover its Costs the relevant Owner in connection with:
- (1) recovery of levies or other monies payable by an Owner; and
  - (2) undertaking an obligation of an Owner under these By-laws or remedying a breach of these By-laws by an Owner.
- 28. INTEREST**
- The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner or Subsidiary Scheme to the Body Corporate.
- 29. SKATEBOARDS/ROLLER BLADES**
- The Occupier of a Lot must not, without the Body Corporate's written approval:-
- (1) Ride a skateboard or rollerblades on the Common Property; or
  - (2) Permit an Invitee to ride a skateboard or rollerblades on the Common Property.
- 30. SECURITY SYSTEM**
- 30.1 The Body Corporate may operate a security system under which:-
- (1) Parts of the Common Property are secured against entry by unauthorised persons; and
  - (2) Locks and other security devices or procedures are used to implement the security system.

**Title Reference 50212661 and 16333065**

30.2 The Body Corporate is not liable for any loss or damage suffered to persons or property because:-

- (1) The security system fails or there is unauthorised entry to any part of the Common Property; or
- (2) The security system is not operating.
- (3) The committee of the Body Corporate may employ servants or agents to operate the security system.

**31. GARAGE**

The Owner must not convert any garage of a lot into a habitable area.

**32. RETIREMENT VILLAGE**

32.1 The Original Owner has registered the Scheme as a retirement village scheme under the Retirement Villages Act.

32.2 The Body Corporate and Owners must:-

- (1) Only use the Scheme as a retirement village scheme in accordance with the registration obtained by the Original Owner; and
- (2) Comply with the Retirement Villages Act.

**33. EXCLUSIVE USE**

33.1 The Body Corporate grants to the Owner of each Lot the exclusive use and enjoyment of those areas of Common Property as allocated and for the purposes specified in Schedule "E" and identified in the attached sketch plans on the following conditions:-

- (1) the Owner is responsible for the cost of maintaining the exclusive use area including any improvements installed on the exclusive use area in accordance with Section 123(2) of the Standard Module;
- (2) the Owner must not construct any structure or undertake any works on the exclusive use area other than maintenance without first obtaining the written consent of the Body Corporate;
- (3) the Owner must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance, if necessary;
- (4) the Owner must properly tend and water all grass and gardens located in the exclusive use area; and
- (5) the Owner must ensure that any gardens adjacent to fences are lined so that no soil or other organic material damages the common property fence or any other fence.

33.2 Notwithstanding clause 33.1(2) the Owner may, without obtaining the written consent of the Body Corporate:

- (1) install a new garden shed provided that it meets the following requirements:
  - (a) it is constructed of non-reflective colourbond material;
  - (b) it is secured to the ground so as not to be a hazard during adverse weather conditions;
  - (c) the floor area measured from the exterior of its walls is no greater than 2m<sup>2</sup>;
  - (d) it is otherwise erected and maintained in accordance with all applicable laws of any authority having jurisdiction to impose requirements;
  - (e) it is not, at its highest point, exceed a height of 1.8m from natural ground level;.
- (2) construct a fence for containment of a pet authorised to be kept under by-law 13 provided it meets the following requirements:
  - (a) it is not, at its highest point, exceed a height of 600mm from natural ground level;
  - (b) it is constructed using galvanised posts of an appropriate gauge set at appropriate intervals with galvanised top rails of an appropriate gauge and galvanised chain wire of an appropriate gauge with or without a PVC coating.

33.3 To remove all doubt, the written consent of the Body Corporate shall be required in respect of any works other than maintenance which do not comply with the provisions of clause 33.2 in every respect without omission.

**Title Reference 50212661 and 16333065**

**34. CAR WASH BAY**

- 34.1 If the Body Corporate provides a special area on the common property for washing of vehicles ('Car Wash Bay'), owners and occupiers must wash their vehicles in this Car Wash Bay.
- 34.2 The Body Corporate is not liable for any loss or damage suffered to persons or property resulting from vehicles being washed in the Car Wash Bay or the Car Wash Bay not being operational.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

**35. UTILITY INFRASTRUCTURE WORKS**

- 35.1 To facilitate the development of the Scheme, the Original Owner may, at any time, enter onto the Scheme Land or any part of it, the common property and any lot in the Scheme to undertake works of any kind necessary or incidental to establishing the Utility Infrastructure and Utility Services and connections, including but not limited to the following:-
- (1) Excavation and general earthworks;
  - (2) The construction of common property, including swimming pool, outdoor activity areas, barbeques areas, gardens and landscaped areas;
  - (3) The construction on common property of such other improvements and facilities as may be considered desirable by the Original Owner to establish Utility Infrastructure and Utility Services and connections; and
  - (4) The construction of services infrastructure whether public or private, including connection for gas, electricity, telephones and communications cabling.
- ("Utility Infrastructure Works")
- 35.2 The Original Owner may bring onto the Scheme Land any machinery, tools, equipment, vehicles and workmen to facilitate carrying out the Utility Infrastructure Works.
- 35.3 The Original Owner must use reasonable endeavours to ensure that the Utility Infrastructure Works are carried out in a manner which minimises, as far as reasonably possible, inconvenience to the owners and occupiers of lots in the Scheme.
- 35.4 The Body Corporate and each owner or occupier of a lot in a Scheme may not object or claim compensation against the Original Owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Utility Infrastructure Works.
- 35.5 The Body Corporate and each owner or occupier of a lot in the Scheme agrees that the Original Owner has the right to full free and uninterrupted access to and over common property and to any lot in the Scheme to carry out the Utility Infrastructure Works.
- 35.6 The expression:-
- (1) "Utility Services" and "Utility Infrastructure" have the meaning given to them in the Body Corporate and Community Management Act 1997; and
  - (2) "Original Owner" means the corporation described in Item 5 of this Community Management Statement and its respective successors and assigns.

**36. SERVICES LOCATION DIAGRAM**

A Services Location Diagram pursuant to the Act is attached marked Plans "AA", "AB", "AC", "A", "B", "C", "D" and "E".



## SCHEDULE

Title Reference 50212661 and 16333065

### 37. STATUTORY EASEMENTS

Lot on Plan	Statutory Easement	Service Location Diagrams
<p>Lots 1 – 8 and 17 on SP 187654</p> <p>Lots 9 – 16 on SP 203454</p> <p>Common Property on SP 187654</p> <p>Common Property on SP 203454</p>	<p>Support, Shelter &amp; Services</p> <p>Water, Underground Electricity, Stormwater, Telecommunications, Sewerage, Support and Shelter</p>	<p>"AA", "AB" and "AC"</p> <p>"A", "B", "C", "D" and "E"</p>

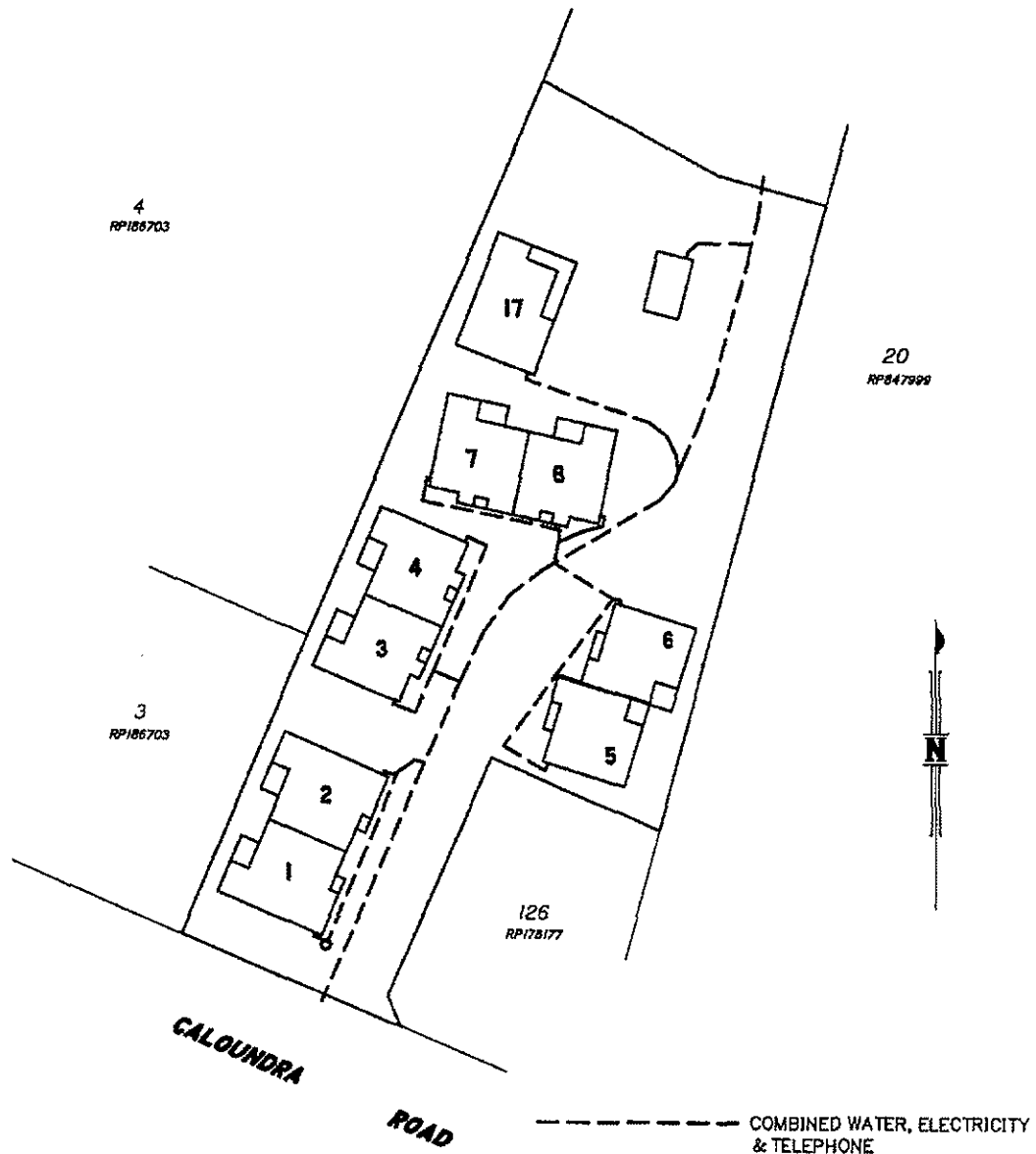
### SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive Use of Common Property	Use
Lot 1 on SP 187654	Area A on attached sketch plan marked F.	Courtyard and Garden
Lot 2 on SP 187654	Area B on attached sketch plan marked F.	Courtyard and Garden
Lot 3 on SP 187654	Area C on attached sketch plan marked F.	Courtyard and Garden
Lot 4 on SP 187654	Area D on attached sketch plan marked F.	Courtyard and Garden
Lot 5 on SP 187654	Area E on attached sketch plan marked F.	Courtyard and Garden
Lot 6 on SP 187654	Area FA and FB on attached sketch plan marked F.	Courtyard and Garden
Lot 7 on SP 187654	Area G on attached sketch plan marked F.	Courtyard and Garden
Lot 8 on SP 187654	Area H on attached sketch plan marked F.	Courtyard and Garden
Lot 9 on SP 203454	Area K on attached sketch plan marked G.	Courtyard and Garden
Lot 10 on SP 203454	Area L on attached sketch plan marked G.	Courtyard and Garden
Lot 11 on SP 203454	Area M on attached sketch plan marked G.	Courtyard and Garden
Lot 12 on SP 203454	Area N on attached sketch plan marked G.	Courtyard and Garden
Lot 13 on SP 203454	Area P on attached sketch plan marked G.	Courtyard and Garden
Lot 14 on SP 203454	Area Q on attached sketch plan marked G.	Courtyard and Garden
Lot 15 on SP 203454	Area R on attached sketch plan marked G.	Courtyard and Garden
Lot 16 on SP 203454	Area S on attached sketch plan marked G.	Courtyard and Garden
Lot 17 on SP 187654	Area J on attached sketch plan marked F.	Courtyard and Garden

Title Reference 50212661 and 16333065

**PLAN AA**  
**SEACHANGE RETIREMENT VILLAGE CMS NO.**  
**SERVICE LOCATION DIAGRAM**  
**WATER, ELECTRICITY & TELEPHONE**

SHEET OF



1:750 – Lengths are in Metres



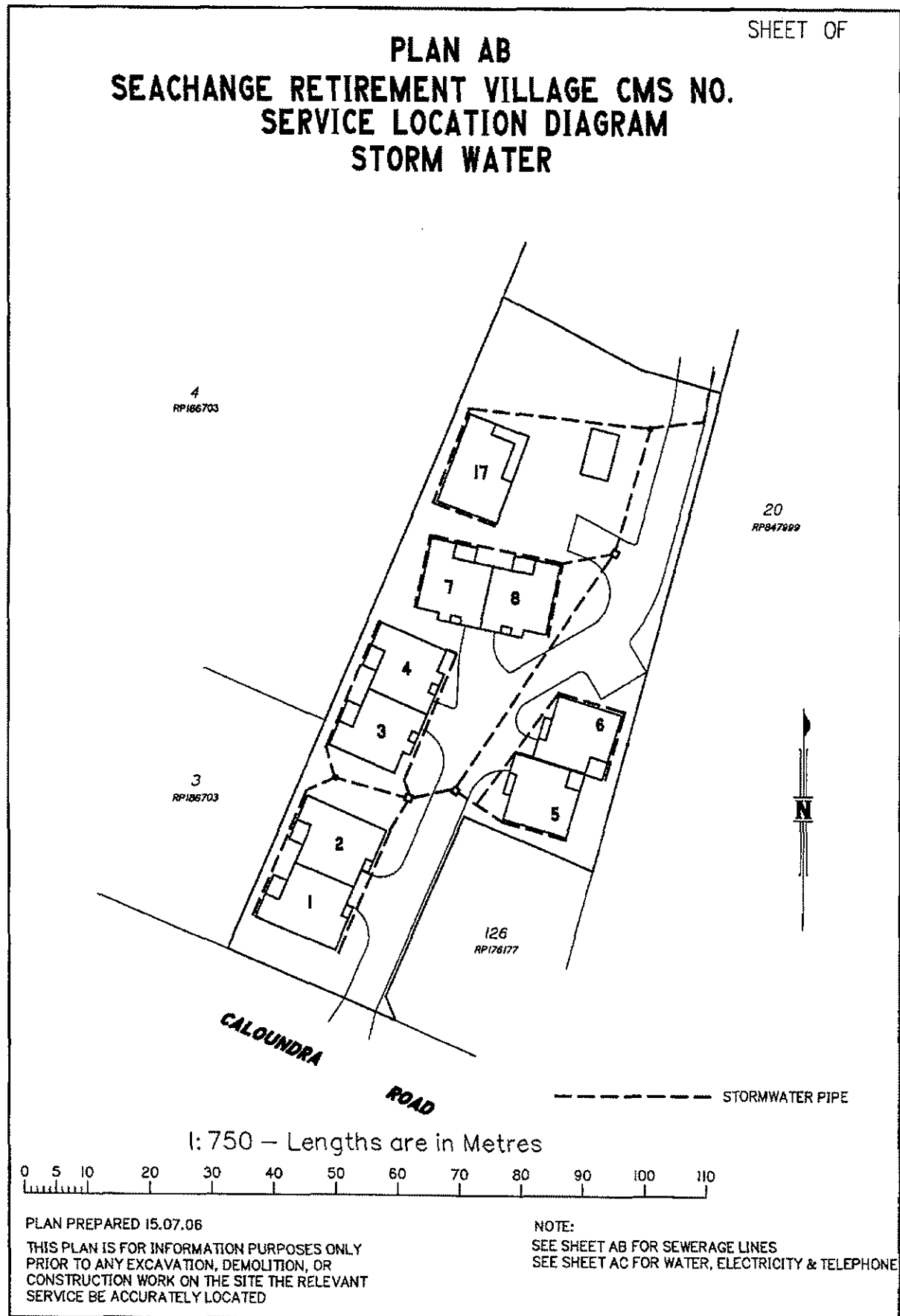
PLAN PREPARED 15.07.06

THIS PLAN IS FOR INFORMATION PURPOSES ONLY  
PRIOR TO ANY EXCAVATION, DEMOLITION, OR  
CONSTRUCTION WORK ON THE SITE THE RELEVANT  
SERVICE BE ACCURATELY LOCATED

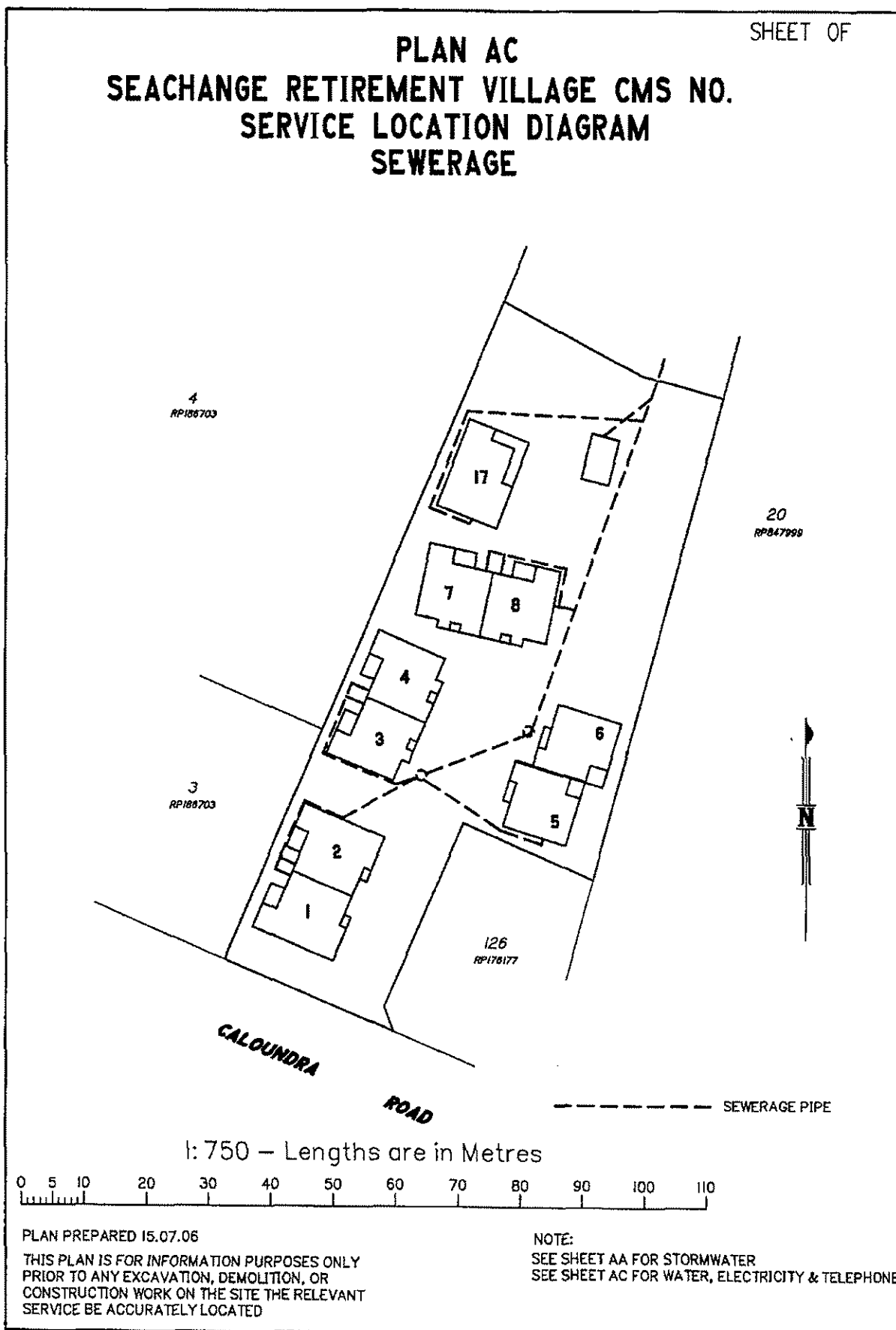
NOTE:

SEE SHEET AA FOR STORMWATER  
SEE SHEET AB FOR SEWERAGE

Title Reference 50212661 and 16333065



Title Reference 50212661 and 16333065



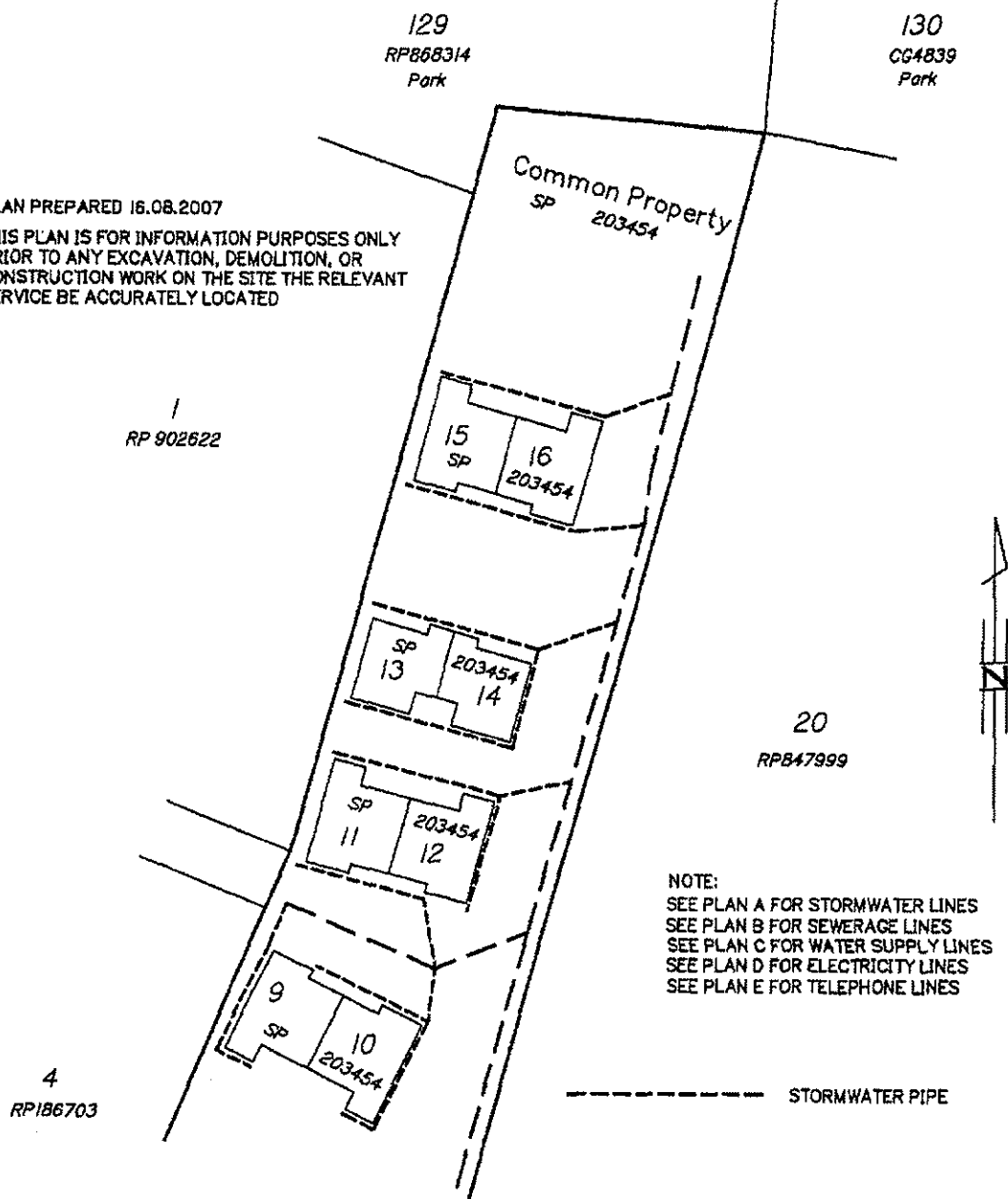
Title Reference 50212661 and 16333065

SHEET OF

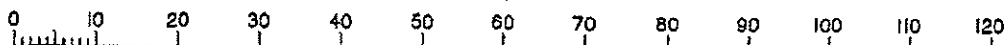
**STAGE 2 SEACHANGE RETIREMENT VILLAGE CMS  
COMMUNITY TITLES SCHEME NO.  
SERVICE LOCATION DIAGRAM - PLAN A  
STORMWATER LINES**

PLAN PREPARED 16.08.2007

THIS PLAN IS FOR INFORMATION PURPOSES ONLY  
PRIOR TO ANY EXCAVATION, DEMOLITION, OR  
CONSTRUCTION WORK ON THE SITE THE RELEVANT  
SERVICE BE ACCURATELY LOCATED



Scale 1: 750 - Lengths are in Metres



Title Reference 50212661 and 16333065

SHEET OF

**STAGE 2 SEACHANGE RETIREMENT VILLAGE CMS  
COMMUNITY TITLES SCHEME NO.  
SERVICE LOCATION DIAGRAM – PLAN B  
SEWERAGE LINES**

PLAN PREPARED 18.08.2007

THIS PLAN IS FOR INFORMATION PURPOSES ONLY  
PRIOR TO ANY EXCAVATION, DEMOLITION, OR  
CONSTRUCTION WORK ON THE SITE THE RELEVANT  
SERVICE BE ACCURATELY LOCATED

1  
RP 902622

129  
RP868314  
Park

130  
CG4839  
Park

Common Property  
SP 203454

15  
SP 203454

16  
203454

13  
SP 203454

14  
203454

11  
SP 203454

12  
203454

9  
SP 203454

10  
203454

20

RP847999

4  
RP186703

NOTE:  
SEE PLAN A FOR STORMWATER LINES  
SEE PLAN B FOR SEWERAGE LINES  
SEE PLAN C FOR WATER SUPPLY LINES  
SEE PLAN D FOR ELECTRICITY LINES  
SEE PLAN E FOR TELEPHONE LINES

----- SEWERAGE LINE

Scale 1:750 – Lengths are in Metres.

0 10 20 30 40 50 60 70 80 90 100 110 120

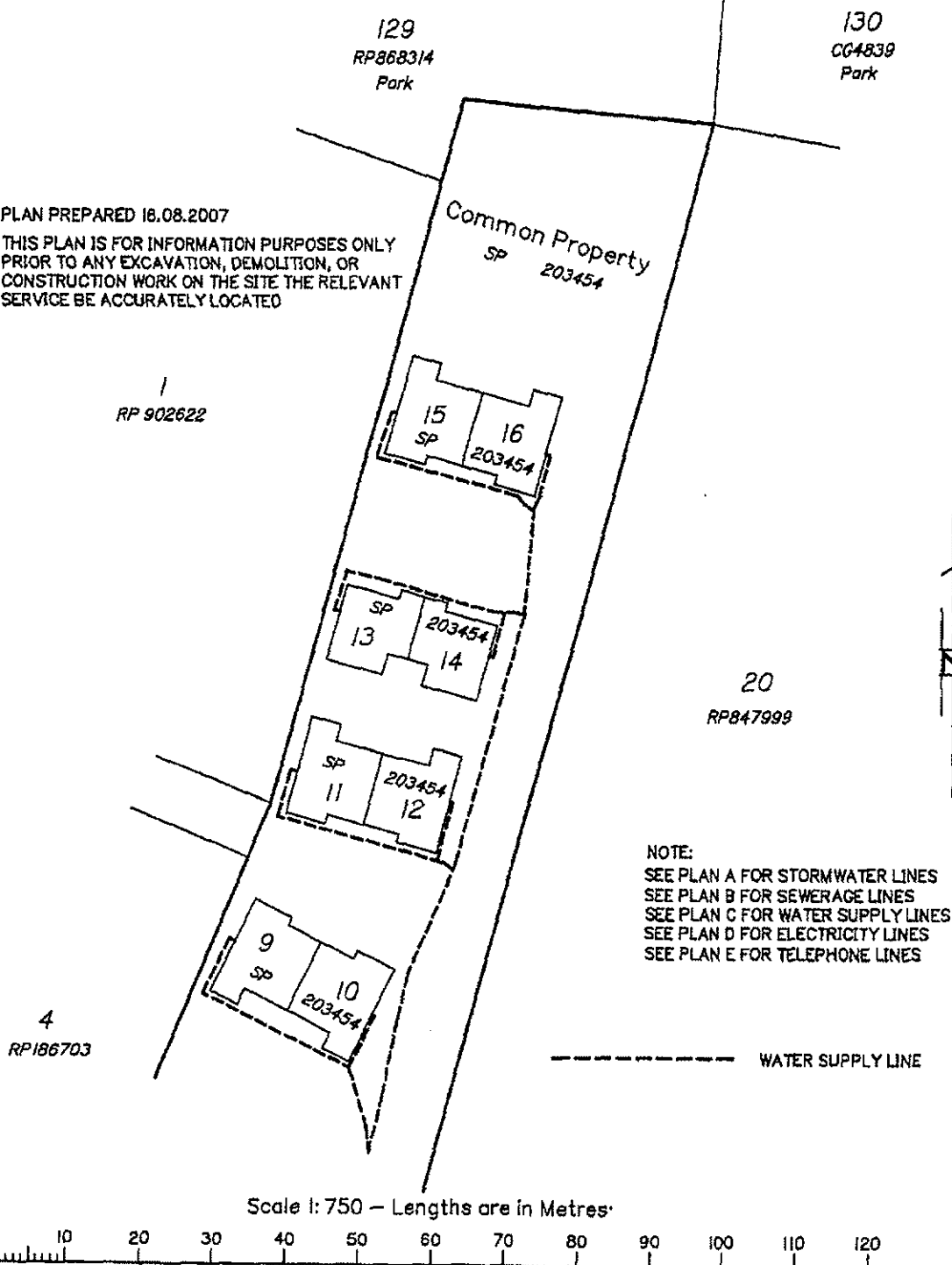
Title Reference 50212661 and 16333065

SHEET OF

**STAGE 2 SEACHANGE RETIREMENT VILLAGE CMS  
COMMUNITY TITLES SCHEME NO.  
SERVICE LOCATION DIAGRAM – PLAN C  
WATER SUPPLY LINES**

PLAN PREPARED 16.08.2007

THIS PLAN IS FOR INFORMATION PURPOSES ONLY  
PRIOR TO ANY EXCAVATION, DEMOLITION, OR  
CONSTRUCTION WORK ON THE SITE THE RELEVANT  
SERVICE BE ACCURATELY LOCATED



Title Reference 50212661 and 16333065

SHEET OF

**STAGE 2 SEACHANGE RETIREMENT VILLAGE CMS  
COMMUNITY TITLES SCHEME NO.  
SERVICE LOCATION DIAGRAM – PLAN D  
ELECTRICITY LINES**

PLAN PREPARED 16.08.2007

THIS PLAN IS FOR INFORMATION PURPOSES ONLY  
PRIOR TO ANY EXCAVATION, DEMOLITION, OR  
CONSTRUCTION WORK ON THE SITE THE RELEVANT  
SERVICE BE ACCURATELY LOCATED

1  
RP 902622

4  
RP186703

129  
RP868314  
Park

130  
CG4839  
Park

Common Property  
SP 203454

15  
SP 203454

16  
203454

SP 203454  
13

14

SP 203454  
11

12

9  
SP 203454

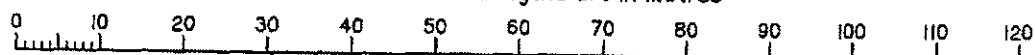
10

20  
RP847999

NOTE:  
SEE PLAN A FOR STORMWATER LINES  
SEE PLAN B FOR SEWERAGE LINES  
SEE PLAN C FOR WATER SUPPLY LINES  
SEE PLAN D FOR ELECTRICITY LINES  
SEE PLAN E FOR TELEPHONE LINES

----- UNDERGROUND ELECTRICITY LINE

Scale 1:750 – Lengths are in Metres





Title Reference 50212661 and 16333065

SHEET OF

**STAGE 2 SEACHANGE RETIREMENT VILLAGE CMS  
COMMUNITY TITLES SCHEME NO.  
SERVICE LOCATION DIAGRAM – PLAN E  
TELEPHONE LINES**

PLAN PREPARED 16.08.2007

THIS PLAN IS FOR INFORMATION PURPOSES ONLY  
PRIOR TO ANY EXCAVATION, DEMOLITION, OR  
CONSTRUCTION WORK ON THE SITE THE RELEVANT  
SERVICE BE ACCURATELY LOCATED

1  
RP 902622

129  
RP868314  
Park

130  
CG4839  
Park

Common Property  
SP 203454

15  
SP  
203454

16  
203454

SP  
13  
203454

14  
203454

SP  
11  
203454

12  
203454

9  
SP  
203454

10  
203454

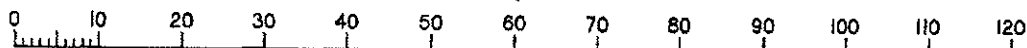
20  
RP847999

4  
RP186703

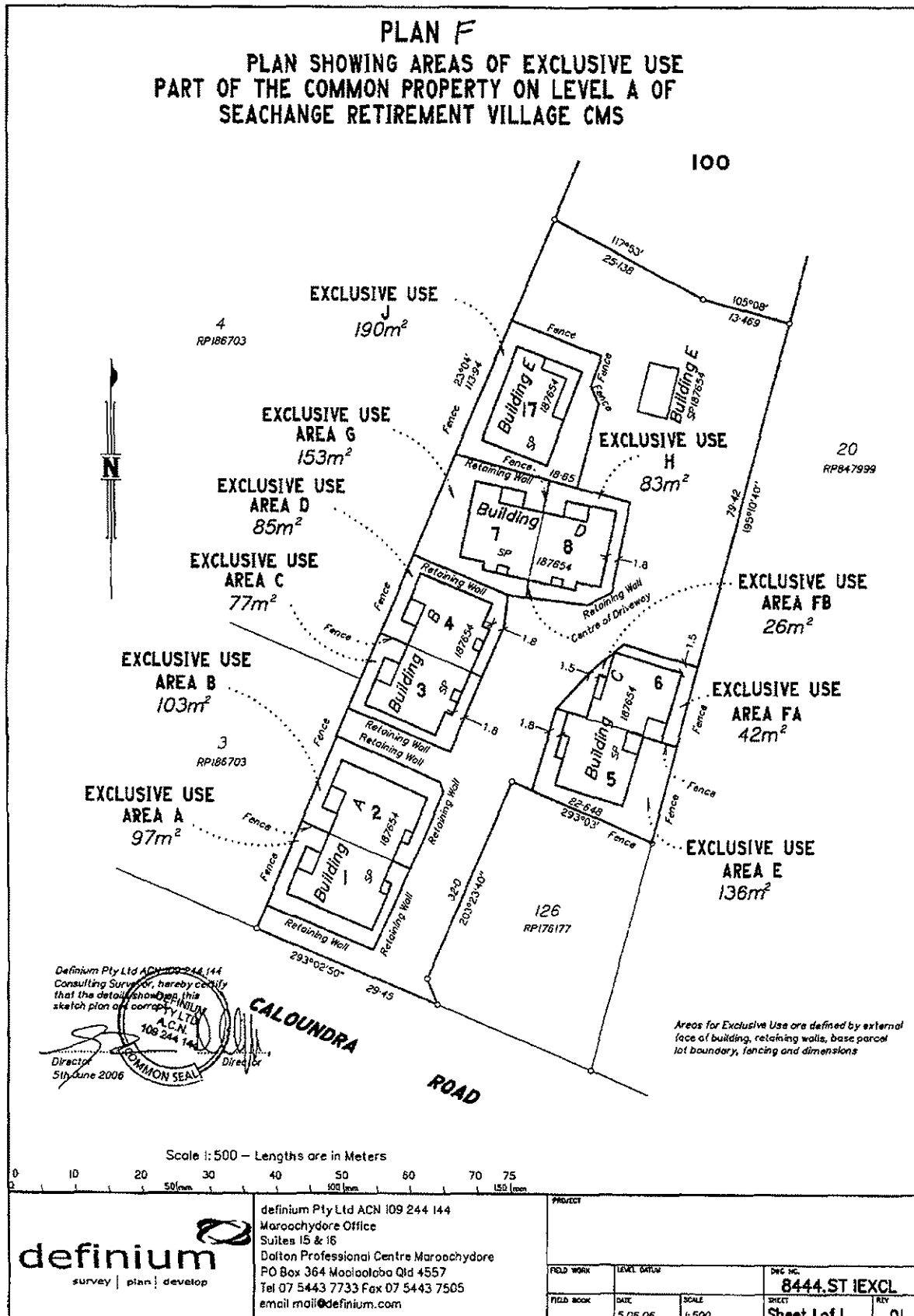
NOTE:  
SEE PLAN A FOR STORMWATER LINES  
SEE PLAN B FOR SEWERAGE LINES  
SEE PLAN C FOR WATER SUPPLY LINES  
SEE PLAN D FOR ELECTRICITY LINES  
SEE PLAN E FOR TELEPHONE LINES

----- TELEPHONE LINES

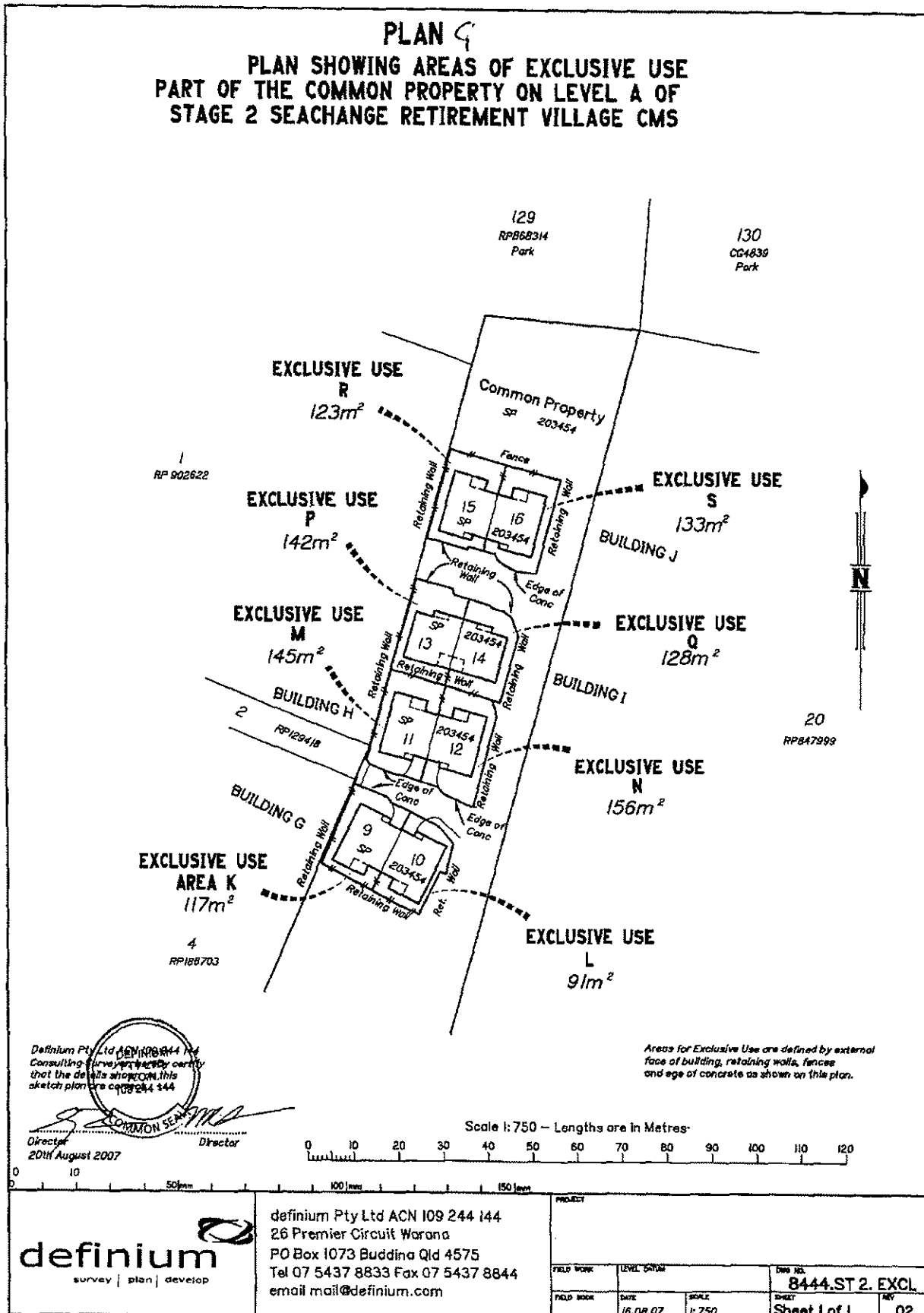
Scale 1: 750 – Lengths are in Metres



Title Reference 50212661 and 16333065



Title Reference 50212661 and 16333065



# ANNEXURE 6

## REGISTRATION CERTIFICATE



**Queensland Government**

Department of Tourism, Fair Trading and  
Wine Industry Development

### **Certificate of Registration as a Retirement Village Scheme**

**QUEENSLAND**

Retirement Villages Act 1999, Section 28

**Registration Number: RV 304**

This is to certify that

#### **Seachange Retirement Village**

located at

**75 Caloundra Road,  
Caloundra Qld 4551**

and operated by

**Seachange Retirement Village Management Pty Ltd  
ACN 117 682 603.**

was registered as a Retirement Village Scheme on 8 December 2006.

Delegate of the Chief Executive  
Department of Tourism Fair Trading  
and Wine Industry Development

**Office of Fair Trading**

# ANNEXURE 7

## POOL SAFETY CERTIFICATE



FORM 23  
POOL SAFETY CERTIFICATE

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.  
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number  
Certificate number: PSC0008769

2. Location of the swimming pool

Lot/s on plan details are usually shown on the title documents and rates notices

Street address: 75 CALOUNDRA RD  
LITTLE MOUNTAIN QLD Postcode 4 5 5 1  
Lot and plan details: 9999/SP/187654 Local government area: SUNSHINE COAST REGIONAL

3. Exemptions or alternative solutions for the swimming pool (if known and applicable)

If it is known that an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Shared pool or non-shared pool

Shared pool



Non-shared pool



5. Pool safety certificate validity

Effective date: 3 0 / 0 1 / 2 0 1 9

Expiry date: 3 0 / 0 1 / 2 0 2 0

6. Certification

This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name: MARTIN TONE

Pool safety inspector  
licence number: PS101184

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for non-compliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit [www.qbcc.qld.gov.au/home-building-owners/pool-safety](http://www.qbcc.qld.gov.au/home-building-owners/pool-safety) for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

# ANNEXURE 8

## RULES

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### Invitees

1. For the purpose of this Rule the definitions of “Owner” and “Invitee” have the same meaning as in the Community Management Statement contained in Annexure 5.
2. An Owner must not have an Invitee use the Lot for an aggregate period of more than three months in any period of twelve consecutive months.

# SIGNING PAGE

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**EXECUTED** as an agreement.

## OPERATOR'S EXECUTION

The **Operator** executed this Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of Operator by its attorney  
Terrence Robert Bethke under  
Power of Attorney No. 710343652

\_\_\_\_\_  
Signature of Witness

## SELLER'S EXECUTION

The **Seller** executed this Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Witness

## BUYER'S EXECUTION

The **Buyer** executed this Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the buyer terminates the contract during the statutory cooling-off period. It is recommended the buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Signature of Witness