

DISCLOSURE STATEMENT

Retirement Villages Act 1999, section 18(3A)

This disclosure statement is required to be given to you at least 14 days before you enter into a village contract. It contains important information about this village.

You should read this disclosure statement carefully. It is important that you understand this information and what it means for you. You should seek independent legal or financial advice if you are unsure about any details. Your village contract will contain more detail about some of the matters covered in this disclosure statement.

If you enter into a village contract, a 7 business day cooling-off period will generally apply, if you change your mind. The law also provides a 90-day settling-in period during which you may terminate the contract. Despite these protections, you should think carefully if living in a retirement village is right for you, and if so whether you have found the right premises, before you sign a contract.

For information on your rights and responsibilities under the retirement village laws, contact NSW Fair Trading by visiting www.fairtrading.nsw.gov.au or calling 13 32 20.

Name of village:

The Orchards

Premises in which you have expressed an interest:

No:

Amount of ingoing contribution/
purchase price for the
premises:

\$

(total entry payment)

Current rate of recurrent
charges for the premises:

**\$ _____ per month being _____% of the
Single Age Pension ***

***As applies at 1 July in any financial year. This amount will remain fixed for the period 1 July to 30 June in each relevant financial year and vary for the subsequent years as the Single Age Pension changes.**

Share of any capital gains
payable to you on termination:

50%

Formula for departure fee
payable by you on termination:

**3.5% per annum (calculated on a daily basis) of
the ingoing contribution up to a maximum of 10
years**

Correct as of 10 November, 2017

* Other fees and charges may apply. For further details ask the operator or refer to the draft village contract.

Note: If for any of the above the answer is not applicable, write NA in the space provided.

Average resident comparison figure:

Not required by the Regulations to be included into this disclosure statement before 1 March 2018

Note. The average resident comparison figure is indicative only and is based on assumptions that may differ from your individual circumstances. You can use this figure to more easily compare the costs of different village contracts, but it should not be relied on in place of the terms of your contract. This figure may not reflect the actual costs payable by the resident. For further information contact NSW Fair Trading by visiting www.fairtrading.nsw.gov.au or calling 13 32 20.

1. VILLAGE CONTRACTS

To become a resident you will need to enter into: (tick those applicable)

- a village contract
- a contract for sale of the premises
- other: (specify, including the name of the contract and its purpose)

Note: An operator cannot by law enter into a village contract with you earlier than 14 days after you or your representative have been given a copy of the contract. You should use this time to read the contract carefully and seek independent advice, if needed.

2. DOCUMENTS YOU MUST PROVIDE

Will you have to provide any documents or reports before or at the time of signing a village contract? Yes No

If yes, give details of what documents are required and who will have access to them:

3. VILLAGE DEVELOPMENT

Is the village fully or partially completed, or still to be built? **Fully completed.**

If the village is only partially completed or still to be built give particulars of all proposed stages, including the estimated date of completion, the number of premises and whether development consent has been obtained:

4. VILLAGE MANAGEMENT

Name of operator: **Astoria Platinum Villages Pty Ltd as trustee for the Orchards Trust**

Does the entity who manages the village also own the land? Yes No

If no, give details of who owns the land: **Astoria Platinum Villages Pty Ltd as trustee for Lisarow No 1 Trust.**

Is any operator currently subject to any form of insolvency administration, such as receivership or being operated by a court appointed administrator? Yes No

If yes, give details:

The law requires operators to hold annual management meetings with residents. In what month are these meetings usually held at this village? **October**

5. VILLAGE SERVICES AND FACILITIES

Are there any plans to introduce a new service or facility in the village?

Yes No

If yes, specify the service or facility concerned and the date by which it is to be provided or made available:

Does the development consent require that a particular service or facility be provided for the life of the village? Yes No

*If yes, specify: **Visitor Car park and Village Bus.***

Are there any current proposals to reduce or withdraw a service or facility in the village? Yes No

If yes, give details of the proposal:

Are there any services or facilities currently available in the village payable on a user pays basis and not covered by my recurrent charges? Yes No

If yes, list the services or facilities and their current cost:

Are any facilities in the village available or proposed to be made available for use by non-residents? Yes No

If yes, specify:

6. FINANCIAL MANAGEMENT

The financial year of the village is from 1 July to 30 June.

Have residents of the village consented to any of the following? (tick all applicable)

- not receiving a proposed budget each year
- not receiving quarterly accounts of income and expenditure
- not having the annual accounts of the village audited

Note: These consents can only be given if the total recurrent charges for the village for the year are less than \$50,000.

Details of the surplus/deficit in the annual accounts for the last three financial years:

Financial year ending	Amount
30 June 2015	\$145,286.02 (surplus)
30 June 2016	\$132,492.03 (surplus)
30 June 2017	\$115,387.06 (surplus)

Note: Under the retirement village laws any deficit must generally be made good by the operator.

Does the village have a capital works fund for capital maintenance? Yes No

If yes, the balance in the fund at the end of the last financial year was:

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In which month/s are recurrent charges usually varied? **July.**

Are variations in recurrent charges linked to a fixed formula? Yes No

*If yes, give details of the formula: **32 – 38% of the Single Age Pension as at 1 July to 30 June based upon classification of the premises.** If no, the recurrent charges for the premises you are interested in over the last 3 financial years have been as follows:*

Financial year ending	Actual rate of recurrent charges	\$ change from previous year	% change from previous year

Note: Previous increases are not necessarily an indication of future increases.

7. INSURANCE

The retirement village is insured as follows:

Type	Amount	Insurer	Period
Public liability	\$20,000,000	Miramar Policy No. 11060170	30/6/17–30/6/18
Building and fixtures, fittings and floor coverings (including reinstatement)	\$31,300,000	Allianz Australia Policy No. 1710191497IAR	30/6/17–30/6/18
Other – specify type: - Removal of debris - Office contents - Community Centre and common area contents	\$1,020,000	Allianz Australia Policy No. 1710191497IAR	30/6/17–30/6/18
Voluntary Workers		CGU Insurance Limited. Policy No. 0500943	30/6/17-30/6/18

8. PAYMENT FOLLOWING TERMINATION OF CONTRACT

Were all payments due to outgoing or former residents in the last financial year made in full and on time? Yes No

If no, give reasons:

Will there be any mortgage, lien or other charge on or over the land that will apply when you first have a right to occupy your premises (excluding the statutory charge under the retirement village laws)? Yes No

If yes, give details:

Note: In strata and community title villages ~~land~~ refers to the unit or lot. For non-strata villages, ~~land~~ means the village land.

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How many premises were vacant as at the end of the last financial year? **1.**

Comment:

How many premises were reoccupied during the last financial year? **8.**

Comment:

9. SECURITY AND SAFETY

Does the premises you are interested in have a security screen door? Yes No

Are all the windows of the premises fitted with key operated locks? Yes No

Does the premises have smoke alarm/s as required by law? Yes No

Has the operator been notified of any residential premises in the village having been broken into over the last two years? Yes No

Are the premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs? Yes No Partially

Does the village have a village emergency system that enables residents to summon assistance in an emergency? Yes No

*If yes, provide details: **INS Lifeguard operated through Smartcaller System.***

Does the operator have a master key or copies of keys to all residential premises for use in an emergency? Yes No

10. COMPLIANCE WITH LEGISLATION

Has the operator been convicted of an offence under the retirement village laws? Yes No

If yes, give details of the offence and amount of penalty:

Has the operator complied with all requirements of any development consent relating to the village? Yes No

If no, give details:

Has the village been registered as required by the retirement village laws? Yes No

If no, give details of the delay:

11. DISPUTE RESOLUTION

Does the village have an internal system for resolving disputes? Yes No

*If yes, specify: **All disputes are managed through the Village Manager who follows a written policy and procedure.***

Are there any outstanding orders of the NSW Civil and Administrative Tribunal or a court involving the village which the operator has not complied with? Yes No

If yes, specify:

12. MORE INFORMATION

Correct as of 10 November, 2017

Is the unit attached to other units in the village:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title of the property: (select only one)	<input type="checkbox"/> Loan/Licence . Non-registered interest holder
	<input type="checkbox"/> Lease (50 years or less) . Non-registered interest holder
	<input checked="" type="checkbox"/> Lease (50 years or more) . Registered interest holder
	<input type="checkbox"/> Strata title . Registered interest holder
	<input type="checkbox"/> Community title . Registered interest holder
	<input type="checkbox"/> Company title- Registered interest holder

ENTRY FEES

Entry payment: (this is a one-off fee, excluding the items below)	\$	
Other entry fees: (if none, put \$0 and strikethrough)	Parking Space:	\$0
	Garage:	\$0
	Storage Area:	\$0
	Furniture:	\$0
	Other: Prepaid Rent:	

ONGOING FEES

Total recurrent charges:	\$	per: <input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> month
Optional services of:	\$0	are included in this amount
Strata levies:	Not applicable	per: <input type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month

CAPITAL GROWTH

Share of capital gain: <i>(if none, put 0%)</i>	50%	Resident
Share of capital loss: <i>(if none, put 0%)</i>	100%	Resident

EXIT FEES

Departure fee is based on: <i>(select one only)</i>	<input checked="" type="checkbox"/> Entry payment		
	<input type="checkbox"/> New entry payment		
	<input type="checkbox"/> Other: <i>(please specify)</i>		
Departure fee structure: <i>(insert additional rows if required)</i>	Years		Fee percentage:
	1	to 10	3.5% per year
		to	If the period is 10 years or more, the maximum departure fee is 35%.
		to	
	to		
Administration fee: <i>(if none, put \$0)</i>	\$0		
Other exit fees: <i>(if none, put \$0)</i>	As specified below		

The amount payable on termination is calculated as follows:

$$\text{LTP} = (\text{SD}) - (\text{Departure Fee})$$

Where:

LTP = Lease Termination Payment

$$\text{SD} = (\text{New Loan} - \text{Loan}) \times F$$

New Loan means the loan to be lent by the new incoming resident under a new lease entered into for the premises after termination of this lease.

F is equal to:

where (New Loan – Loan) is greater than 0, the resident's share of the capital gain;

where (New Loan – Loan) is less than 0, the resident's share of the capital loss.

Other amounts specified in your retirement village contract may be deducted from payments owed to you:

- legal costs of operator for surrender of lease;
- costs of cleaning and repair to allow for fair wear and tear;
- outstanding recurrent charges.

This disclosure statement was:

given personally

sent by post

other (specify) _____

Date given/posted:

____/____/____

Name of prospective resident/s:

Was this statement given to a person acting on behalf of the prospective resident/s?

Yes

No

If yes, name of acting person:

The operator warrants that, to the best of the operator's knowledge, the information contained in this statement is true and accurate at the time it is provided.

Signed by operator

Print name

Date