

# 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](http://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 11 October, 2018

\* 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:

<b>\$</b>	<b>Per Calendar Month</b>
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**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](http://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 2016	\$132,492.03 (surplus)
30 June 2017	\$115,387.06 (surplus)
30 June 2018	\$71,678.93 (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:*

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	30/6/18. 30/6/19
Building and fixtures, fittings and floor coverings (including reinstatement)	\$31,300,000	Allianz Australia Policy No. 710191497IAR	30/6/18. 30/6/19
Other . specify type: - Removal of debris - Office contents - Community Centre and common area contents	\$1,020,000	Allianz Australia Policy No. 710191497IAR	30/6/18. 30/6/19
Voluntary Workers		CGU Insurance Limited. Policy No. 0500943	30/6/18-30/6/19

## 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.

How many premises were vacant as at the end of the last financial year? 7

*Comment:*

How many premises were reoccupied during the last financial year? 6

*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**

You have the right to ask for a copy of, or to inspect, any or all of the following documents free of charge:

- a site plan for the village
- plans showing the location, floor plan and significant dimensions of residential premises available in the village
- examples of all contracts that you may be required to enter into
- the village rules (if any)
- the budgets for the last 3 financial years of the village, the current financial year, and the next financial year (if available)
- the annual accounts for the village for the last 3 financial years
- the most recent quarterly accounts of the income and expenditure of the village (unless the residents have consented to not receiving these)
- the trust deed for any trust fund into which money paid by residents is deposited
- the terms of any development consent, if the village is not complete or if the development consent requires a particular service or facility to be provided for the life of the village
- if the village has a capital works fund, statements showing the balance as at the end of each of the last 3 financial years of the village, and the most recent quarter
- the village's waiting list policy, if relevant
- court or Tribunal decisions from the last 5 years in which the operator and the Residents Committee were a party
- copies of certificates of currency of insurance and related policy documents
- the last annual safety inspection report for the village
- the company's constitution and replaceable rules (*company title villages only*)
- the management statement, management agreement and minutes of the most recent annual general meeting (*community land scheme villages only*)
- the by-laws, management agreement and minutes of the most recent annual general meeting (*strata scheme villages only*)
- a detailed list of all currently available/vacant premises in the village
- other (specify)   ō ..

**13. STANDARD FEES AND CHARGES**

The table below is a summary of the fees and charges in your retirement village contract. Use this table with NSW Fair Trading's Retirement Villages Calculator to help you understand the costs of this retirement village. For more information or to use the calculator, visit <http://rvcalculator.fairtrading.nsw.gov.au/>

## PROPERTY DETAILS

Postcode where retirement village is located:	<b>2250</b>
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)	<del>Parking Space:</del>	<del>\$0</del>
	<del>Garage:</del>	<del>\$0</del>
	<del>Storage Area:</del>	<del>\$0</del>
	<del>Furniture:</del>	<del>\$0</del>
	Other: Prepaid Rent:	<b>\$10</b>

## ONGOING FEES

Total recurrent charges:	\$	per: <input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> month
Optional services of:	<b>\$0</b>	are included in this amount
Strata levies:	<b>Not applicable</b>	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>	<b>50%</b>	<b>Resident</b>
Share of capital loss: <i>(if none, put 0%)</i>	<b>100%</b>	<b>Resident</b>

## 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>	<b>Years</b>			<b>Fee percentage:</b>
	<b>1</b>	to	<b>10</b>	<b>3.5% per year</b>
		to		<b>If the period is 10 years or more, the maximum departure fee is 35%.</b>
		to		
Administration fee: <i>(if none, put \$0)</i>	<b>\$0</b>			
Other exit fees: <i>(if none, put \$0)</i>	<b>As specified below</b>			

The amount payable on termination is calculated as follows:

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

Where:

LTP = Lease Termination Payment

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

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:

Correct as of 11 October, 2018

- 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) ò ò ò ò ò ò ò ò ò ò ò ..

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

Jodie Elwin

Print name

Date