

## Frequently Asked Questions

Correct as at January 2019.

### Q1. What is the range of prices for Apartments at The Orchards?

The prices range from \$450,000 to \$595,000 for 2 and 3 bedroom apartments.  
+Prices subject to change based on quarterly reviews and availability of apartments.

All apartments have their own separate lock up garage with remote control access included in the price as well as the following %standard+inclusions:

Electric cook top and oven, range hood, stainless steel one and a half bowl sink, dishwasher, laundry tub, clothes dryer, washing machine, built . in wardrobes, TV outlets, 24/7 emergency call system (INS Lifeguard)\*, light fittings, carpets, reverse cycle air conditioning, smoke detectors, emergency lighting, access to PABX telephone system to enable free calls to be made to administration and other Residents within Village, sliding security door, key locks and fly screens to all windows.

### Q2. What are the costs associated with becoming a Resident?

You will have to pay for the purchase price of the Apartment as well as Lease Registration fees and Disbursements (approximately \$260.00).

As from 1 January 2008, no Stamp Duty is payable on the purchase contract. This is not the case in other ownership structures such as purchasing a home or apartment under Torrens Title.

By way of example: Stamp Duty payable on an Apartment for \$450,000 if purchased under Torrens amount to \$15,740.00 whereas an apartment purchased at The Orchards for \$450,000 will have no stamp duty payable.

### Q3. What are the “on-going” fees” payable by Residents?

The on-going fees in a Retirement Village are known as %Recurrent charges+or %General Service charges+and optional fees known as %Personal Service charges+. The recurrent charges are the expenses incurred for running the Village and are payable by all Residents during the term of their lease even if they absent themselves from the Village. At the Orchards, the rate of the recurrent charges payable by each Apartment owner is determined as a fixed percentage of the Single Age Pension.

The link to the Single Age Pension guarantees the maximum amount that a Resident will have to pay for recurrent charges. This not only safeguards Residents from any unforeseen rises but enables them to budget their living expenses without the risk of any %hidden surprises+. The recurrent charges include payment for the following expenses:

Accounting fees for having the Village accounts audited, Council and Water rates, garbage collection fees, grounds maintenance, cleaning of common areas, maintaining and lighting common areas, building and public liability insurance, cost of running and maintaining the village bus, providing on-site village management and staff, repairs and maintenance to all items not personally owned by the residents and security patrols.

The recurrent charges are at cost+with no operator mark-up+

The Personal Services charges at The Orchards are for optional services including Cleaning of Residents' apartments, hairdressing, home assistance, provision of meals, laundry, medical assistance, nursing services, personal hygiene, physiotherapy and other services particular to a resident's personal circumstances.

These additional services are on a user pay+basis and the rates are set by the service providers separate from the recurrent charges.

At The Orchards, we believe that the Personal Service charges should only be charged to the users of such services. This ensures that the recurrent charges are only for the services that relate to the running of the Village.

**Q4. How far is the local shopping centre from the village?**

Lisarow Plaza is a 900 metre level walk from the village. The following shops operate from the Plaza:

Coles & Woolworths Supermarket (open 7:00am . 10:00pm, 7 days per week), Bakers Delight, Liquorland, Subway, Lisarow Takeaway, Pizza House, Lisarow Physiotherapy, The Bakehouse Café, Thai Phunk Restaurant, Rosinis Restaurant, Murphy's Quality Meats, Lisarow Newsagency, Bendigo Bank, LJ Hooker, Hair to Impress, Absolute Medical Services, Chemist Outlet, Mayne Health Laverty Pathology, St Vincent De Paul, R&B Dental.

**Q5. What is the distance of the public bus stop and railway station from the village?**

The public bus stop and Lisarow Railway Station is a 500 metre level walk from the village.

**Q6. What does the Resident or their estate receive back when their Lease ends?**

When the Lease ends, the Apartment is sold by the Resident just like in any other sale process with the Resident having full control over setting the price, sale process, including appointing a real estate agent to sell it for them or to utilise our selling services.

On settlement of the sale the Resident receives the Purchase price (described as a Loan) in full less a Lease Termination Payment also known as a departure fee+. If the Apartment is sold for more than the original price, the Resident is entitled to 50% of the capital gain.

The Departure fee is 3.5% per annum for a maximum of 35% (calculated daily) at 10 years of occupancy on the purchase price, not the resale price.

**Q7. Who pays for the refurbishment costs when the Lease ends and the Resident leaves the Village?**

Depending on how long the Resident has lived at the Village will determine the extent of refurbishment works that will be done to the apartment by Astoria Platinum Villages at no cost to the Resident.

Year 0 to 4 years: Nil works;

Year 4 to year 5: Clean carpets and repaint all interior walls;

More than 5 years: Refurbish to the standard of the most recently refurbished premises including new carpets, repaint all interior walls, ceilings and doors, updating appliances where required.

**Q8. What is a Departure fee?**

A Departure Fee is payable by a Resident to Astoria Platinum Villages when the lease ends.

The Departure Fee is paid to Astoria Platinum Villages for the Resident being released from the Lease and for Astoria Platinum Villages providing services to the Village such as the bowling green, community centre, walk ways, common facilities, subsidizing Village expenses, liability for refurbishments cost of apartments, responsibility for the replacement of any capital items in the Village such as roofs, roads and non-capital items such as air conditioners, stoves, dishwashers and the Village Bus.

As discussed under question 6 above, the Departure Fee at The Orchards is a fixed percentage per annum (calculated on a daily basis) for a maximum period (of 10 years) and is based on the Purchase Price. Departure Fees vary from Village to Village and are either calculated on the Purchase Price or the Resale Price.

Some Villages accelerate the maximum fee over a short period whilst others have departure fees in excess of 35%. When assessing a Village's Departure Fees one must look beyond the percentage amount and see what the Village has to offer. The Departure fee should be viewed by taking account of the services and facilities available to Residents, style and age of Premises, location and topography, size and condition of Village. In most cases a Village that has lower attributes, services and facilities will generally have a lower Departure Fee to a Village that has higher features. Potential Residents need to look at what they are getting for their money.

**Q9. Can a Resident be evicted, and if so, by whom and what is the due process?**

A Resident can only be evicted from the Village if an order is obtained from the Consumer, Trader and Tenancy Tribunal administered by the Department of Fair Trading.

The Tribunal is unlikely to issue an eviction order unless it is shown that the Resident is unable to look after themselves or they are a nuisance to other Residents in the village. Village life is about community life with all members of the community being able to live and enjoy village life without feeling that their personal safety or wellbeing is at risk, be it emotionally or physically.

**Q10. Who owns The Orchards?**

The Owner and Operator of The Orchards Retirement Village is Astoria Platinum Villages.

Astoria Platinum Villages is a private company owned by the Shanahan family. The Shanahans have been involved in the property industry since the 1950s and have undertaken numerous projects ranging from residential land developments, motel & hotel developments, industrial, commercial and retail developments.

The company is family owned and operated and committed to providing its Residents with living based on quality, soundness of management, commitment to care, security and easy living.

**Q11. What happens if a Resident requires extra care? What care is provided from day one of entering the village?**

The Orchards has a number of Optional User Pay Personal Services available to Residents on an as needs basis. The Optional Personal Services include catering, laundry, personal care and medical treatment.

This user pay system ensures that the operating costs are reduced and the cost of the extra care services are only incurred when they are required and then only by those persons who require them. The cost for the Personal Service is paid by the Resident direct to the service provider thus further reducing administrative costs to the village.

**Q12. Can a Resident have family friends, grandchildren etc stay with them? If so, what are the limitations?**

Yes, however stays cannot be for more than 6 months unless management approves. The decision by management not to allow for longer stays is due to the condition imposed on the development by Central Coast Council in that the village is to be occupied by persons aged over 55 or persons with disabilities. All Persons must adhere to the village rules which are applicable to all residents and their visitors.

**Q13. Can a Resident bring a pet with them when they move in? What happens if the pet dies? Can they replace it?**

Yes\*, however there are certain rules regarding pets including:

Birds . The Resident is responsible for keeping the birds cage and area where the cage is kept clean and tidy.

Cats . All cats must be kept within the Apartment or balcony/courtyard area and wear a collar with a bell. The wearing of the bell is to enable other Residents to hear them should they escape from the confines of the Apartment. They must not be allowed to wander throughout the village without supervision or a leash.

Dogs . Dogs are permitted however they must not be large dogs or dangerous breeds. They must not be allowed to wander throughout the village without supervision or a leash.

\*With all pets it is the responsibility of the Resident to make sure that they do not cause interference to other Residents and that any excrement is picked up and disposed of in the general garbage.

**Q14. Who is going to operate and manage the Village day to day? What access does a Resident have to Village Management?**

The Orchards has its own on-site Village Manager. The Village Manager is assisted by the Village Receptionists, Cleaning and Maintenance personnel and specialised contractors who undertake Village maintenance and ground care.

The administration of Astoria Platinum Villages is managed from Astoria's head office whose personnel includes accounts staff, IT Manager, Asset Manager, Work Health and Safety Officer to name but a few.

At The Orchards, we encourage an open door policy to all Residents, however if a Resident desires a lengthy discussion with management, an appointment would be appreciated at a mutually convenient time.

**Q15. Does a prospective Resident have to supply a medical certificate or reports to certify her/his ability to live independently?**

No, even though various forms of care are readily available, the Village is for independent living.

**Q16. Does a Resident have to provide documentation of their medical conditions and medications? If so, who will have access to it?**

No, although this is advisable in the event of an emergency. All records on Residents held at The Orchards are held pursuant to the provisions of the Privacy Act, 1988. Full details of the Privacy Policy are on display at the Village and can be made available to Residents on request.

**Q17. What restrictions are there on a Resident in the use of their Apartment and the village facilities with regard to having someone else with them, having visitors including overnight or short stay guests, car parking, pets and other restrictions?**

We encourage Residents to maintain contact with their family and friends. We are proud of our village and its facilities and wish all Residents to be able to share it with family and friends. Visitors are encouraged at all times.

To maintain security we do insist that all visitors register at the office. This registration process is simply to alert us as to who is in the village at any particular time. This register is an integral part of our Risk Management Policy that has been developed for the safety and wellbeing of all occupants. If a Resident has visitors, it is the Residents who take responsibility for ensuring that their visitors abide by the rules for the Village in regard to respecting the rights of other Residents. All visitors must park their cars in the allocated visitor car parking spaces.

**Q18. What happens if my partner requires additional care and can no longer reside in the Apartment, do I have to leave as well?**

No, as long as you are a joint lessee you do not have to leave the Apartment.

**Q19. What type of Village transport is available to Residents?**

Astoria Platinum Villages has supplied a bus to the Residents. The costs for running and maintaining the bus are included in the recurrent charges.

The bus is available for both regular shopping trips and any other purpose that the Residents may decide to use. In addition to the village bus, The Orchards is extremely fortunate in being only 500 metres from Lisarow Plaza, Lisarow Railway Station and a public bus route.

**Q20. Can a Resident move from one part of the village to another? If so, under what circumstances?**

If a Resident moves within the Village the time for calculating the Departure Fee is continued such that there is a maximum calculation of 35% based on 10 years of continuous residency. The time does not reset when the resident moves into the second or any other subsequent residence(s). By way of example if the resident resides at the Village for 12 years, 3 years in 1 apartment and 9 years in another, the departure fee is calculated at 10.5% on the first apartment (3.5% x 3 years) and 24.5% on the second apartment (3.5% x 7 years) and not 31.5% on the second apartment (3.5% x 9 years). The fees are calculated and paid on the settlement of each respective sale.

**Q21. What arrangements exist for Residents to participate in management of the Village? What are the arrangements for Residents to be involved in making Village rules and setting fees and charges?**

We encourage Residents to be involved in the management of the Village through Resident committees covering such areas as finance, social activities, gardening and maintenance, security and library resources. The Residents are also able to vary, appeal or amend the village rules.

**Q22. Do I own my Apartment and what protection does a Resident have against loss or rights (including accommodation rights) if the village is sold to another organisation?**

The Title to the Property remains with Astoria Platinum Villages with your rights of residency protected by a written Loan Lease document which complies with the Retirement Villages Act 1999 (NSW). In addition to the protection of the Retirement Villages Act the Resident's right to occupy their Apartment is registered at the Land and Property Management Authority. (NSW)

Any subsequent owner of the Village must adhere to the same residency rights including the obligations under the loan lease documents.