

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:

All Saints' Court

Premises in which you have expressed an interest

Amount of ingoing contribution/
purchase price for the premises

\$280,000.00

Current rate of recurrent
charges for the premises

\$270.00 per month (plus \$25.85 per month for garages)

Share of any capital gains
payable to you on termination

25%

Formula for departure fee
payable by you on termination

6% per annum (for a maximum of 5 years) of the ingoing contribution of the outgoing resident

* 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 box provided.

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**.....

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: **Trustees of Church Property for the Diocese of Newcastle**

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

* The Operator manages the village with the assistance of its agents being the trustees of the All Saint's Property Trust.

If no, give details of who owns the land:

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:

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 January to 31 December

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
2022	\$90,779.00
2023	\$62,402.00
2024	\$120,578.00

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? **March**

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

If yes, give details of the formula:

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
2020	\$215.96	\$1.82	25%
2021	\$215.96	\$1.82	25%
2022	\$233.00	\$7.00	CPI
2024	\$242.00	\$9.00	CPI

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	\$10,000,000	Ansvar Insurance Limited	23.03.2022 to 23.03.2023
Building (including reinstatement)	Full replacement value	Ansvar Insurance Limited	23.03.2023 to 23.03.2024
Public liability	\$10,000,000	Ansvar Insurance Limited	23.03.2024 to 23.03.2025

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?3.....

Comment:

How many premises were reoccupied during the last financial year?1.....

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:**Distress buttons in residential premises are linked to "Rosie" watch system. Can be used as a pendant. Works Australia wide**

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:
.....

Are there any outstanding orders of the Consumer, Trader and Tenancy 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
- 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
- the last annual safety inspection report for the village
- a detailed list of all currently available/vacant premises in the village
- other (specify)

This disclosure statement was:

- ☐ given personally
☒ sent by email
☐ other (specify): Emailed to solicitor.

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.

<i>Jackie Morton</i>
Signed on behalf of operator
Print Name
Date