

# 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 Glen

Premises in which you have expressed an interest

Villa , East Street, Bega

Amount of ingoing contribution/  
purchase price for the premises

\$535,000.00

Current rate of recurrent  
charges for the premises

*to be set when occupation certificate received, as per section 6 of Disclosure Statement.*

Share of any capital gains  
payable to you on termination

0%

Formula for departure fee  
payable by you on termination

As seen in section 13 – Exit Fees

\* 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? Under Construction

## 4. VILLAGE MANAGEMENT

Name of operator: Sapphire Coast Community Aged Care Ltd

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

*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? November

## 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

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 July 1 to June 30

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

**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? April/ October

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

If yes, give details of the formula:

- Recurrent charges will remain at 31.25% of the standard maximum couple aged pension including pension supplement excluding rental assistance subsidy for couples.
- Recurrent charges will remain at 23.75% of the standard maximum single aged pension including pension supplement excluding rental assistance subsidy for singles.
- 

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

## 7. INSURANCE

The retirement village is insured as follows:

Type	Amount	Insurer	Period
Public liability	\$20m	Pen Underwriting Pty Ltd	30/6/22-30/6/23
Building (including reinstatement)	\$13m	Pen Underwriting Pty Ltd	30/6/22-30/6/23
Other – specify type	N/A	N/A	N/A

## 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? ☒ Not Applicable ☐ 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? 0

*Comment:* .....

How many premises were reoccupied during the last financial year? 0

*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:* .....

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 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: (please note some of these documents may not be available as The Glen is a new village)

- 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) .....

**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

Matt Sierp

Print Name

Date

### 13 STANDARD FEES AND CHARGES

The table below is a summary of the fees and charges contained in your retirement village contract, along with other important information about the unit you have expressed an interest in. You can use this table with NSW Fair Trading's *Retirement Village Calculator* to help you understand the overall costs of this retirement village. For more information and to use the calculator visit [rvcalculator.fairtrading.nsw.gov.au](http://rvcalculator.fairtrading.nsw.gov.au).

PROPERTY DETAILS					
Postcode where the retirement village is located: 2550					
Is the unit attached to other units in the village:		YES			
Title of the property: <i>[Select only one]</i>		Loan / Licence – Non-registered interest holder			
ENTRY FEES					
Entry Payment: (This is a one-off fee, excluding the items below)		\$535,000.00			
	Other:	\$			
ONGOING FEES					
Total recurrent charges:		per: fortnight			
Optional services of:	\$	are included in this amount			
Strata/Community levies	\$	per: week / fortnight / month			
CAPITAL GROWTH					
Share of capital gain: (If none, put 0%)		0%			
Share of capital loss: (If none, put 0%)		0%			
EXIT FEES					
Departure fee is based on: <i>[Select one only]</i>		Entry payment			
		New entry payment			
Departure fee structure: <i>[Insert additional rows as required]</i>		<u>Years</u>			<u>Fee percentage</u>
		0	to	1	5%
		1	to	2	5%
		2	to	3	5%
		3	To	4	5%
		4	To	5	5%
		5	To	6	5%
Administration fee: [If none, put \$0]		\$0			
Other exit fees: [If none, put \$0 and strikethrough]		\$0			