



# BRINDABELLA COURT

DOWNER • ACT

## Disclosure Statement as 17 November 2020

This statement is required to be given to all prospective Residents under the *Retirement Villages Act 2012*. It is designed to give you a general understanding of the features and financial arrangements of this Retirement Village and the unit in which you have expressed interest, should you choose to become a Resident.

The Retirement Village Industry offers a wide range of features and financial arrangements. Comparing the General Inquiry Documents and Disclosure Statements from a number of Retirement Villages will assist you in identifying the most suitable and affordable village for your needs.

You are unable to enter into a Village Contract with us for at least 14 days after receiving a copy of this statement. You should use this time to read all documents you have obtained and carefully consider your options. If, after reading this statement, you are uncertain as to any aspects of the Village or its suitability for you, feel free to ask us any further questions. You are encouraged to get independent legal and/or financial advice before signing any contracts.

### Translating and Interpreting Service

If you require further information or require advice, a language assistance service is available by phoning the Translating and Interpreting Service (TIS) on 131450.

### PREMISES DETAILS INCLUDING FEES, CHARGES AND COSTS

To become a Resident you will be required to pay the following:

- An **Ingoing Contribution** of between \$350,000 and \$510,000, depending on which premises you choose. The Ingoing Contribution for any premises you have expressed interest in is attached to this Disclosure Statement.
- Half of the cost of preparing your Residence Contract, the total cost of that preparation being \$400.
- Two weeks' advance payment of Recurrent Charges

Please note that NO Stamp Duty is payable on your entry to Brindabella Court.

The Deposit payable to the Operator on entering into a Village Contract is 10% of the Ingoing Contribution.

## Recurrent Charges:

Recurrent Charges are payable by Residents fortnightly in advance, by direct debit. Singles and couples pay the same amount, and the current rate of Recurrent Charges is as follows:

- One bedroom villa with NO garage \$91.43 per week
- One bedroom villa WITH garage \$94.96 per week
- Two bedroom villa with NO garage \$94.96 per week
- Two bedroom villa WITH garage \$97.05 per week

Future variations in the rate of Recurrent Charges are in proportion to variations in the Consumer Price Index.

## Financial Issues After Permanent Vacation Of The Village:

A **Departure Fee** is payable to the Operator and is calculated on the **Ingoing Contribution** of the outgoing Resident. This fee is **calculated on a daily basis to a maximum of 30%** after five years of occupancy, as follows:

- **Year 1** 10%
- **Year 2** 5%
- **Year 3** 5%
- **Year 4** 5%
- **Year 5** 5%

While Departure Fees are payable, a Resident also shares with the Operator in any capital gain on their unit. A capital gain occurs where the next Resident of a unit pays a higher Ingoing Contribution than the former resident of that unit. Any capital gain is shared as follows:

- **The Former Resident receives 70%**
- **The Operator receives 30%**

Former Residents **do NOT share any Capital Loss** (that is, if the incoming Resident pays a lower Ingoing Contribution than the former Resident).

## PROXIMITY OF VILLAGE TO SERVICES

**Brindabella Court is located at 59 Melba Street, Downer ACT 2602**

### Proximity to Services:

|                         |   |
|-------------------------|---|
| Nearest Public Hospital | Calvary Hospital, 8 km  |
| Nearest Shopping Centre | Dickson Shopping Centre, 1 km<br>Watson Shopping Centre, 1.2 km |

### Nearest Bus Stop at Village Entrance:

Please refer to Action Bus website, or phone 131710, for current timetables:  
<https://www.transport.act.gov.au/getting-around/timetables/routes-by-suburb>

## RETIREMENT VILLAGE VS RESIDENTIAL AGED CARE FACILITY

**Retirement Villages** are residential, multi-unit complexes designed for people aged 55 years or older that also offer a range of health, leisure and support services. The majority of Villages are “campus style” with single level or low-rise villas occupying landscaped grounds. They may include recreational facilities and rooms for visiting doctors or allied health professionals. Some Retirement Village are on the same site as Residential Aged Care Facilities.

Retirement Village Residents can generally live independently. However, Villages are designed for older people so they include accessibility features such as gentle slopes, grab rails in bathrooms (where requested) and emergency call buttons. Some Retirement Villages have additional assistance through paid help (eg. a cleaner) or Community Care Packages.

**Residential Aged Care Facilities** offer supported living for older Australians who need daily personal assistance and cannot live alone. The services provided by Residential Aged Care Facilities include general laundry and cleaning services, provision of meals, assistance with personal care and the taking of medication.

Entry into a Residential Aged Care Facility is restricted according to need. In order to move into a facility, you must be assessed by a Government-appointed Aged Care Assessment Team and judged as requiring personal assistance. The Aged Care Assessment Team will consider your ability to undertake day to day living activities and medical needs.

The payment structure for Residential Aged Care is totally different to Retirement Villages. Accommodation services in, and payment structures for, Residential Aged Care is regulated by the Commonwealth Government.

Retirement Villages are regulated by State and Territory Legislation, and entry to them is fully funded by the Residents.

**Brindabella Court is a Retirement Village, not a Residential Aged Care Facility.**

**The Operator does not operate a residential aged care facility.**

#### **VILLAGE OWNERSHIP AND OWNERSHIP OF PREMISES:**

The land on which Brindabella Court is located is owned by The Anglican Church Property Trust Diocese of Canberra and Goulburn.

Brindabella Court was constructed in 1989.

The original developer was Anglican Retirement Community Services.

Residents do not own the premises they occupy, but are granted a right to occupy the premises pursuant to a Licence.

#### **MANAGEMENT:**

Brindabella Court is managed by Anglicare NSW South, NSW West and ACT  
GPO Box 360, Canberra ACT 2601  
Phone 02 6245 7100  
ABN: 69 198 255 076

The current Operator became the operator of Brindabella Court in 1989.

The Operator has been involved in operating Retirement Villages in the Australian Capital Territory and New South Wales since 1976.

Staff are available for contact between 9am and 5pm on weekdays (excluding Public Holidays), plus 24 hour emergency call.

Our Community Manager lives onsite at Brindabella Court, and is available on weekdays between 9 am and 5 pm. Our Community Manager's role is to ensure the overall wellbeing of Residents, supervise maintenance and upkeep of the Village, coordinate ad-hoc and emergency procedures, eg. inform emergency services and relatives in case of accident, etc.

## **FURTHER INFORMATION ABOUT BECOMING A RESIDENT:**

**Suzy Arnold**  
**Manager, Marketing and Sales**  
**PO Box 133, Red Hill ACT 2603**  
**Phone: 0447 618 789**  
**Email: [suzy.arnold@anglicare.com.au](mailto:suzy.arnold@anglicare.com.au)**

## **RESIDENT INPUT:**

Brindabella Court does not have a Residents Committee established by the Residents under the *Retirement Villages Act 2012*. However, our Residents attend a quarterly forum, Annual Budget Meeting and Annual Management Meeting.

## **FINANCIAL MANAGEMENT:**

The financial year for Brindabella Court is from 1 July to 30 June.

The costs of operating and maintaining Brindabella Court are, at first instance, met from the Recurrent Charges paid by Residents each year. The Operator is responsible for the costs of any capital replacement or capital improvement within the Village and is also responsible for meeting any deficit in the annual operating/maintenance costs where these costs exceed the amounts paid by way of Recurrent Charges.

The Retirement Villages Act permits, but does not require, an Operator to establish a capital works fund into which monies from Recurrent Charges may be set aside to meet long-term capital maintenance costs. Brindabella Court has not established and does not have a capital works fund.

The Operator reviews anticipated capital replacement annually, determining its own budget to take into account anticipated costs.

**A former resident of the Village is not liable to refurbish (or pay the costs of refurbishment of) their vacated premises.**

In the last Financial Year the money payable by the Operator to former Residents was paid in full and on time.

The Audited Accounts for the previous Financial Year did NOT contain a statement from the Auditor expressing considerable uncertainty regarding the ability of the Operator to meet the liabilities of the Village as and when they fall due during the Financial Year immediately following.

The Operator has NEVER applied to a Court or Tribunal to extend the period of time to pay refunds to former occupants.

According to the Audited Accounts of the income and expenditure of the Village, the surplus/deficit at the end of the three previous Financial Years was:

- 2017-2018     \$1,264.00 deficit
- 2018-2019     \$2,096.00 deficit
- 2019-2020     \$8,834.00 deficit

#### **SECURITY AND SAFETY:**

ALL residential premises within the Village have security screen doors.

Not all windows of residential premises are fitted with key operated locks.

ALL residential premises within the Village have smoke alarms.

The Operator has NOT been notified of any residential premises within the Village being broken into in the last two years.

ALL residential premises and common areas in the Village are accessible to persons with impaired mobility, including those in wheelchairs. All villas and common buildings are ground level with no stairs. There are wheelchair and walker friendly footpaths within the Village.

There is an Emergency Call System in all residential premises and common areas that enables Residents to summon assistance in an emergency. The system includes emergency pendants which Residents are encouraged to wear.

This Emergency Call System is monitored off site by Tunstall Healthcare Australia 24/7, seven days per week.

The Operator has master keys and copies of keys to residential premises in the Village for use in an emergency.

The Operator has prepared written safety and emergency procedures and provides a copy of these to new Residents upon their entry to the Village. Emergency assembly point signage is erected within the Village, consistent with the written safety and emergency procedures. Signage is also erected at key points in the Village to assist local emergency and home care services agencies to locate village premises.

Residents may contact Richard Gaisbauer on 0418 165 537 in case of any serious emergency within the Village which occurs out of business hours.

The Operator undertakes a safety inspection at least once a year and makes a safety inspection report on the findings which forms the basis of analysis as to any work required to be undertaken to address safety issues. This report is made available to Residents by virtue of a copy being placed on the notice board in the Community Centre where it remains for at least one month.

#### **COMPLIANCE WITH LEGISLATION:**

The Operator has NEVER been convicted of an offence under the *Retirement Villages Act 2012* or the Regulations.

The Operator has NEVER been ordered by a Court or Tribunal to comply with a requirement of the *Retirement Villages Act 2012* or the Regulations.

The Operator has complied with all requirements of any development approval relating to the Village.

Final Occupancy Certificates are not issued in relation to all the buildings in the Village.

#### **VILLAGE CONTRACTS:**

Before becoming a Resident of the Village you will be required to enter into a Residence Contract. If your Residence Contract does not give you the right to use a garage, you may enter into a separate (optional) contract in respect of this, if one is available.

## **VILLAGE RULES:**

Residents must comply with the Village Rules (which are annexed to this Disclosure Statement).

## **FACILITIES:**

Brindabella Court offers a Community/Activities Room, an outdoor barbeque area and a Village bus.

There is no development approval required for any of the above facilities to be provided for the life of the Village. Note, any of these facilities may be withdrawn or varied if the residents consent, by special resolution, to the withdrawal or variation.

None of these facilities are available only on a “user pays” basis.  
The Operator does not intend to provide or make available additional facilities in the future.

## **SERVICES:**

The Operator provides, or makes available, the following general services to all Residents of the Village:

- Annual auditing of the accounts of the Village
- Cleaning and maintenance of common areas and facilities
- Insurance of the Village to full replacement value
- Maintenance and care of common area lawns and gardens
- Repair and maintenance of all fixtures and fittings provided in the home by Anglicare at time of entry to the village
- Management and administration services
- Payment of all rates, taxes and charges, including charges for gas, water and electricity relating to common areas and facilities
- Public Liability Insurance Cover to the value of \$20 million.

There is no development approval in relation to the Village required that any of the above services be provided for the life of the Village. Note, any of the services (other than those referred to in the above question) may only be withdrawn or varied if the Residents consent, by special resolution, to the withdrawal or variation.



**VILLAGE BUS:**

The Village bus is provided, or made available to the residents, for arranged outings, and on demand (eg. residents request to use the bus to attend unforeseen events). There are NO optional services provided, or made available, by or on behalf of the Operator to individual residents of the Village.

The Operator DOES intend to provide or make available additional services in 2020 by way of a Supported Retirement Living Program to provide additional support services on a fee-for-service basis and/or to assist Residents to access additional services from external providers.

**VACANCIES/WAITING LIST:**

Brindabella Court DOES operator a waiting list. There is NO waiting list fee charged.

**RECEIPT OF DISCLOSURE STATEMENT:**

This Disclosure Statement was provided to, or a person acting on behalf of (if known) on:

DATE: .....

This Disclosure Statement was: (delete one) GIVEN PERSONALLY/SENT BY POST

To: .....  
PRINT NAME

.....  
SIGNATURE

The Operator warrants that, to the best of the Operator’s knowledge, the information contained in this Disclosure Statement is true.

.....  
On behalf of Anglicare NSW South, NSW West and ACT  
Suzy Arnold, Manager, Marketing and Sales  
PO Box 133, Red Hill ACT 2603  
Phone: 0447 618 789  
Email: [suzy.arnold@anglicare.com.au](mailto:suzy.arnold@anglicare.com.au)



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## BRINDABELLA COURT VILLAGE RULES

### SECTION 1 - PROPERTY

- a. A Resident shall not mark, paint, drive nails or screws into or otherwise damage or deface any structure that forms part of the Unit or the Village or make any structural, electrical, plumbing, or any other alterations or repairs to any structure or equipment that forms part of the Unit or the Village without prior written approval of Anglicare. This excludes the mounting of paintings etc. which should be mounted using appropriate picture hooks.
- b. The Resident must apply in writing to Anglicare and must not take any action until approval is given.
- c. Property or equipment needing maintenance should be reported to Anglicare in writing.
- d. Residents are asked to co-operate with Anglicare in the preservation of the community garden areas.
- e. Anglicare cannot accept responsibility for the loss of or damage to any valuables, money or personal effects of Residents.
- f. The Residents shall not interfere with any drains, water supply, gas, electrical, plumbing or other services in the Unit or in the Village.
- g. Anglicare will (except where the need for the repair arises out of the neglect or default on the part of the Resident) attend to all defects arising in the structure or fittings that form part of the Unit or the Village. The Resident will be responsible for the cost of making good defects or damage arising out of the neglect or default of the Resident and for:
  - i. Replacement of lost keys
  - ii. The cost of opening doors where keys are lost or mislaid by the Resident
  - iii. Replacing of plugs for baths, basins, sinks and wash troughs
  - iv. Repairs to household appliances being the property of the Resident.
- h. The repair or replacement of items which are the responsibility of the Resident will be arranged by Anglicare, if desired by the Resident, or may be arranged by the Resident in which case all work shall be carried out in a good and workmanlike fashion.
- i. The Resident will not without the approval of Anglicare install any external antenna or air conditioning system.
- j. Notwithstanding the foregoing rules, those Residents who are able are encouraged to carry out minor tasks such as the replacement of electric light bulbs, tap washers, etc., while bearing in mind their physical abilities and limitations.

## **SECTION 2 - UNIT FURNISHINGS**

- a. Each Resident will provide their own furniture and furnishings for the Unit. Any such furniture or furnishings shall be the responsibility of the Resident for insurance purposes.
- b. Residents may apply at their own expense to a telephony provider for the installation of a private telephone and shall notify Anglicare of the phone number. It is the responsibility of the Resident to arrange for the transfer or disconnection of the telephone when vacating the Unit.
- c. Gasoline, kerosene or oil burning appliances are not permitted.

## **SECTION 3 - DOMESTIC**

- a. Staff will be responsible for cleaning all the communal and public areas of the Village.

## **SECTION 4 - ABSENCES, EMERGENCY CONTACT AND NEXT OF KIN, EXECUTOR**

- a. Residents absent from the Village for periods in excess of 24 hours are asked to notify the Community Manager, or nominated representative, of their leave and return dates.
- b. Residents are to provide the Community Manager, or nominated representative, with the NAME, ADDRESS and TELEPHONE NUMBER of their nominated Emergency Contact Person and Next of Kin.
- c. Residents are asked to advise the Community Manager, or nominated representative, of the name and address of the Executor appointed in their Will and the location of such document, if any.

## **SECTION 5 - HEALTH**

- a. Resident should name a doctor to attend them.
- b. In the event of sudden illness, Anglicare may engage medical assistance at the Resident's expense, and in an emergency, in regard to which Anglicare or its representative is the sole judge, authority is given to Anglicare to have the Resident removed to hospital at the Resident's expense
- c. In the case of illness or accident, the Community Manager, or nominated representative, should be notified immediately
- d. In the event of any infectious disease occurring, the Community Manager, or nominated representative, must be notified immediately. The premises will be thoroughly fumigated and disinfected as required at the Resident's expense to the satisfaction of the responsible local Authority

## SECTION 6 - GENERAL

- a. Residents are requested to co-operate with staff and Anglicare in the exercise or performance of their duties.
- b. Residents shall not use Units or communal areas in such manner or for such a purpose as to interfere with the use and enjoyment of other Units or communal areas by any other Resident or Residents or persons lawfully using those areas.
- c. Notices shall not be displayed anywhere in the Village except on notice boards provided and then only with the prior permission of the Community Manager, or nominated representative.
- d. Residents may have guests, friends or relatives visit them at any time, and such friends or relatives may reside with them for periods of up to twenty-one (21) days without approval of the Community Manager, or nominated representative, but in respect of longer periods of residence the prior written approval of the Community Manager is required.
- e. Residents shall endeavour to ensure that their invitees and guests do not behave in a manner likely to cause a nuisance or embarrassment to any other person.
- f. Residents may keep any bird or domestic animal at their Units with the prior written approval of the Community Manager, or nominated representative.
- g. The Resident shall maintain their garden in good order and condition and properly tended. The Resident will obtain the prior written approval of the Community Manager, or nominated representative, before planting any tree or shrub.
- h. The Resident acknowledges that the Community Centre at the Village (the "Centre") is not for the exclusive use of Residents and that Anglicare will at its discretion from time to time arrange for persons and groups of persons (other than Residents) to use the Centre for such purposes, at such times and upon such terms and conditions (including the payment of hiring fees to Anglicare) as Anglicare shall in its sole discretion from time to time determine.

## BRINDABELLA COURT HOMES CURRENTLY AVAILABLE

Independent Living Retirement Homes Available as 17 November 2020

| Villa Number      | Unit Configuration | Current Asking Price | Current Recurrent Charges<br>(Current as at 17 November 2020) |
|-------------------|--------------------|----------------------|---|
| 16 UNDER CONTRACT | One bedroom villa  | \$385,000            | \$94.96 per week  |
|                   |                    |                      |   |

Correct as at 17 November 2020

