



# WOLLONDILLY GARDENS

GOULBURN • NSW

## Disclosure Statement as at 5 January 2021

*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**

Wollondilly Gardens

### **Premises in which you have expressed an interest:**

Villa 76

### **Amount of ingoing contribution/ purchase price for the premises**

\$515,000.00

### **Current rate of recurrent charges for the premises**

\$288.27 per fortnight

### **Average resident comparison figure**

\$2,999.40 per month

**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.

### **Formula for departure fee payable by you on termination**

**You will have to pay a departure fee when you leave this 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.

**You will have to share any capital gains received with the operator of this village.**

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).

\* Other fees and charges may apply. For further details ask the operator or refer to the draft village contract.

## VILLAGE CONTRACTS

To become a resident you will need to enter into:

- a village contract

**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.

## DOCUMENTS YOU MUST PROVIDE

Will you have to provide any documents or reports before or at the time of signing a village contract?

No

If yes, give details of what documents are required and who will have access to them:

## VILLAGE DEVELOPMENT

Is the village fully or partially completed, or still to be built? Partially 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:*

DA approved for Stage 3 - 6 additional villas, with Certificate of Occupancy received on 17 September 2019.

Stage 4 under consideration for a new community centre and supported living apartments – details not yet known.

## VILLAGE MANAGEMENT

Name of operator: Anglicare NSW South, NSW West and ACT

Does the entity who manages the village also own the land? No

If no, give details of who owns the land:

Anglican Church Property Trust – Diocese of Canberra & Goulburn

Is any operator currently subject to any form of insolvency administration, such as receivership or being operated by a court appointed administrator? 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

## VILLAGE SERVICES AND FACILITIES

Our Community Manager lives onsite at Wollondilly Gardens, and is available on weekdays between 9 am and 4 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.

Are there any plans to introduce a new service or facility in the village?

Yes (as above in Village Development)

Does the development consent require that a particular service or facility be provided for the life of the village? No

If yes, specify:

Are there any current proposals to reduce or withdraw a service or facility in the village? 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? 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? No

If yes, specify:

## FINANCIAL MANAGEMENT

The financial year of the village is from 1<sup>st</sup> of July to 30<sup>th</sup> of 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

2017/2018 \$ 26,526.00 deficit

2018/2019 \$ 33,287.00 deficit

2019/2020 \$9,883.00 deficit

**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

If yes, the balance in the fund at the end of the last financial year was: **\$44,447.85**

In which month/s are recurrent charges usually varied? July

Are variations in recurrent charges linked to a fixed formula? Yes

If yes, give details of the formula: Recurrent Charges will be varied according to a fixed formula:

- (a) the variations will be made: Annually
- (b) the formula is set out in item E of the resident Contract
- (c) the Operator will give the Resident at least 14 days written notice of the variation;
- (d) the notice will specify:
  - (i) the amount of the new Recurrent Charges; and
  - (ii) the date from which they are payable; and
  - (iii) such other information as the retirement villages legislation may prescribe.

## INSURANCE

The retirement village is insured as follows:

- Public Liability Insurance with ANSVAR : 20 Million
- Buildings (including reinstatement) with ANSVAR : \$33,269,910

Insurance cover Period: 31/10/2020 -31/10/2021

## 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

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)? 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? NIL

Comment:

How many premises were reoccupied during the last financial year? 4

Comment:

## 9. SECURITY AND SAFETY

Does the premises you are interested in have a security screen door? Yes

Are all the windows of the premises fitted with key operated locks? Yes

Does the premises have smoke alarm/s as required by law? Yes

Has the operator been notified of any residential premises in the village having been broken into over the last two years? No

Are the premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs? Yes

Does the village have a village emergency system that enables residents to summon assistance in an emergency? Yes

*If yes, provide details:* Tunstall Emergency Call System

Does the operator have a master key or copies of keys to all residential premises for use in an emergency? Yes

## COMPLIANCE WITH LEGISLATION

Has the operator been convicted of an offence under the retirement village laws?

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

*If no, give details:*

Has the village been registered as required by the retirement village laws?

Yes

*If no, give details of the delay:*

## DISPUTE RESOLUTION

Does the village have an internal system for resolving disputes? Yes

*If yes, specify:*

### Complaints Procedure and Dispute Resolution Options

*Where there is a dispute between residents, they will be encouraged to resolve it themselves. However, the following procedure may be used where both parties to a dispute agree to its use. Also, where the dispute is between a resident/s and the Operator, the following procedure may be used where both parties agree to its use:*

The existence of a dispute will be notified to the Executive Officer or delegated person in writing, and a resolution requested.

1. The parties may request, or the Executive Officer or delegated person may require that a Disputes Committee be formed to attempt to resolve the dispute.
2. A three person Disputes Committee shall be formed, and shall consist of a panel of three persons:
  - \* one person appointed by each party, and
  - \* a person agreed to by both parties.
3. The Committee personnel shall be appointed as and when the need arises.
4. The Committee will decide whether it has the capacity to resolve the issue.
5. The hearing shall be private and shall be convened as rapidly as possible after application.

6. The objectives are:
  - \* conciliation,
  - \* arbitration,
  - \* resolution.
7. The decision will be advised to the parties in writing within 30 days of application, and shall remain confidential.
8. Records will be kept of the dispute and the decision.

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? No

*If yes, specify:*

### **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 three 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 three 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 three 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 five 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) EMAIL

Date given/ posted: .....

Name of prospective resident/s: .....

Was this statement given to a person acting on behalf of the prospective resident/s?

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

Print Name

Date



## 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:	2580			
Is the unit attached to other units in the village:	YES		NO	
Title of the property: <i>[Select only one]</i>	<b>Loan / Licence – Non-registered interest holder</b>			
	Lease (50 years or less) – Non-registered interest holder			
	Lease (50 years or more) – Registered interest holder			
	Strata title – Registered interest holder			
	Community title – Registered interest holder			
	Company title – Registered interest holder			

### ENTRY FEES

Entry Payment: (This is a one-off fee, excluding the items below)	\$515,000.00	
Other entry fees: <i>If none, put \$0 and strikethrough</i>	Parking space:	\$
	Garage:	\$
	Storage area:	\$
	Furniture:	\$
	Other:	\$

### ONGOING FEES

Total recurrent charges:	\$288.27	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%)	70%
Share of capital loss: (If none, put 0%)	0%

### EXIT FEES

Departure fee is based on: <i>[Select one only]</i>	<b>Entry payment</b>			
	New entry payment			
Departure fee structure: <i>[Insert additional rows as required]</i>	<u>Years</u>			<u>Fee percentage</u>
	1	to	1	10%
	2	to	5	5%
		to		%
		to		MAX 30%
Administration fee: [If none, put \$0]				\$50.00
Other exit fees: [If none, put \$0 and strikethrough]				\$0