

DISCLOSURE STATEMENT (Serviced Apartments)

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:

Jenny MacLeod Retirement Village

Premises in which you have expressed an interest

No:

Amount of ingoing contribution/
purchase price for the premises

\$

Current rate of recurrent charges for the premises

\$932.23 per fortnight

Share of any capital gains payable to you on termination

0%

Formula for departure fee payable by you on termination

4% per year x your Ingoing Contribution (calculated on a daily basis) up to a maximum of 20% of your ingoing contribution

* 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.

Average resident comparison figure:

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 or calling 13 32 20.

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? The Village is fully complete

~~*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: Arton Retirement Villages (Newcastle) Pty 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? 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:

Visitor Meals are available at a cost of \$15 per meal.

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 July to 30 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	Amount
2024	\$7,232 (surplus)
2023	\$1,507 (surplus)
2022	\$26,663 (surplus)

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: \$130,224

In which month/s are recurrent charges usually varied? **March and September**

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

If yes, give details of the formula: The same change that the age pension (including utility allowance) changes by (with the intention that the amount of the recurrent charges will be 87.5% of the age pension)

~~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

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 (any one Occurrence)	20,000,000	Pen Underwriting Pty Ltd	31/5/24-31/5/25
Building (including reinstatement) Group Insured	378,259,686	Chubb Insurance Australia	31/5/24-31/5/25
Commercial motor vehicle	Market value	Aged Care Insurance Brokers Pty Ltd	31/5/24-31/5/25

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: First registered mortgage in favour of Australia and New Zealand Banking Group Ltd

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? 8

Comment: This number is limited to serviced apartments.

How many premises were reoccupied during the last financial year? 9

Comment: This number is limited to serviced apartments.

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 wheel chairs? 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: Vital Call button

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:

- 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 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

