



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:

Cumberland Gardens Lifestyle Village

Premises in which you have expressed an interest

Villa No:

Amount of ingoing contribution/ purchase price for the premises

\$

Current rate of recurrent charges for the premises

\$495.00

Share of any capital gains payable to you on termination

50/50

Formula for departure fee payable by you on termination

$$DF = \frac{(IC \times P \times RP)}{365}$$

Where: DF = Departure Fee

IC = Ingoing contribution

P = 3%

RP = Retention period (no. of days to a max. of 3652 ie 10 years) from Commencement Date until the date the Resident permanently vacates.

* 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: [not applicable until 1 March 2018)

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.

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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)

A Loan Contract in respect of your Ingoing Contribution; and
A Services and Facilities Agreement.

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? **Partially completed**

The village will be completed in two stages:

Stage one:

Community Centre, villas 1 to 6 and 26 to 40 estimated completion April 2023

Stage two: Villas 7 to 25 estimated Completion December 2023

4. VILLAGE MANAGEMENT

Name of operator:

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

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 operator has appointed a Management Company with the management rights to manage the village. this company is also contracted to perform all services relating to the day-to-day maintenance of the village. i.e. grounds maintenance, pest control, pool maintenance, cleaning and handyman services.

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: **Village bus***

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: **Residents of other Cumberland Villages may access the community hall and facilities to participate in community activities. It is envisaged that this will be a reciprocal arrangement with the other villages on a user pays basis.***

The village bus is a shared asset between all three Cumberland villages.

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
2023	N/A

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: NEW VILLAGE

The Village is at the date of this Disclosure Statement under construction and has not operated. Accordingly, there are no accounts or budgets available for the Village.

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

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

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			
Building (including reinstatement)			
Other – specify type			

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: Not applicable at date of this Disclosure Document – Village under construction.

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? . 2

How many premises were reoccupied during the last financial year? 2

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: At the date of this Disclosure Document the Village is under construction. At the date of the Village being ready for occupation all requirements of the relevant development consents will be complied with.

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: Cumberland Villages Complaints and Grievance Procedure

Are there any outstanding orders of the NSW Civil and Administrative Tribunal or 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 (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

This disclosure statement was:

- given personally.
- sent by post.
- other (specify) e-mailed.

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/representative

Print Name

Date

13 STANDARD FEES AND CHARGES

The table below is a summary of the fees and charges in your retirement village contract. Use this Table with NSW Fair Trading's Retirement Villages Calculator to help you understand the costs of this retirement village. For more information or to use the calculator, visit rvcalculator.fairtrading.nsw.gov.au.

PROPERTY DETAILS

Postcode where retirement village is located:	Birmingham Gardens NSW		
Is the unit attached to other units in the village?	Some/Yes		
Title of the property: <i>[select</i>	Title of the property: <i>[select only one]</i>		
Lease (50 years or more)—Registered interest holder			

ENTRY FEES

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

ONGOING FEES

Total recurrent charges:	\$495.00	Per month 2022 23
Optional services of:	\$0	
Hunter Water Annual Rebates remain in village funds. a one of per annum amount is payable if not resident is not eligible.	\$320.00 approx	Annual

CAPITAL GROWTH

Share of capital gain (if none, put 0%):	50%	
Share of capital loss (if none, put 0%):	50%	

EXIT FEES

Departure fee is based on <i>[select one only]</i> :		Entry payment			
Departure fee	<i>[Insert additional rows</i>	Years			Fee percentage:
		1	to	10	3% pa
Administration fee: <i>[If none, put \$0]</i>		\$1000.00			
Other exit fees: <i>[If none, put \$0]</i>		0.75%			of new settlement price