



## Schedule 1 Disclosure statement (as at 1<sup>st</sup> March 2010)

# DISCLOSURE STATEMENT

*Retirement Villages Act 1999, section 18 (3A)*

This statement is required to be given to all prospective residents under the *Retirement Villages Act 1999*. It is designed to give you a general understanding of the features and financial arrangements of this retirement village, should you choose to become a resident.

The retirement village industry offers a wide range of features and financial arrangements. Comparing the 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 advice before signing any contracts.

### 1.0 LOCATION

1.1 Common name of village: ***St Hedwig Village***

1.2 Full address of village:

Street No.	138-140
Street/Road etc.	Reservoir Road
Suburb/town	Blacktown
Postcode	2148

1.3 Proximity to services:

Nearest public hospital:	<b><i>Blacktown</i></b>	<b><i>Distance from village - 3.5 km</i></b>
Nearest shopping centre:	<b><i>Blacktown</i></b>	<b><i>Distance from village - 2.5 km</i></b>
Nearest railway station:	<b><i>Blacktown</i></b>	<b><i>Distance from village - 3.0 km</i></b>

1.4 Is there a bus stop within 200 metres of the village? ***Yes***  
If Yes, details are as follows:

Bus No/s	Destination/s	Frequency/Limitation of Service
<b><i>724</i></b>	<b><i>Blacktown</i></b>	<b><i>As per timetable – Busways Bus Company Tele: 9625 8900</i></b>

**2.0 SIZE**

2.1 The residential premises in the village are made up of:

*09 x 1 bedroom premises*  
*34 x 2 bedroom premises*  
*02 x 2 bedroom large premises*  
*04 x 2 bedroom deluxe premises*

2.2 The total number of premises currently in the village is -  
*49 x self-contained premises.*

2.3 Has development consent for the construction of more residential premises in the village been granted?

*No*

**3.0 RESIDENTIAL CARE FACILITIES**

Does the operator operate a facility through which residential care within the meaning of the *Aged Care Act 1997* of the Commonwealth is provided (that is, a nursing home or hostel) adjoining the retirement village or elsewhere?

*Yes*

If Yes, note that:

(a) the facility is not covered by the Retirement Villages Act 1999, *and*

(b) current Commonwealth Government policy guidelines on admission to such a facility requires that places are to be allocated on a "needs" basis. Access will be subject to a person's being assessed as eligible for admission in accordance with Commonwealth Government laws and cannot be guaranteed. No priority can be given to residents of our retirement village.

**4.0 VILLAGE OWNERSHIP**

The land on which the village is located is owned by:

*St Hedwig Village*

Year of original construction:

*From 1986 to 1989*

Name of original developer:

*St. Raphaels German Catholic Community*

**5.0 VILLAGE MANAGEMENT**

5.1 Who is/are the current operator/s of the village?

Name, address and telephone number:

*St Hedwig Village*  
*138-140 Reservoir Road*  
*Blacktown NSW 2148*  
*Telephone: (02) 9831 4744*  
*ABN 24 003 159 224*

5.2 Date current operator became operator of the village:

*May 1987*

5.3 The operator has been involved in operating retirement villages in New South Wales since:

*1987*

5.4 Is the operator, or an employee or agent of the operator, available at the village to deal with residents?

*Yes*

If Yes, the person is available from:

*regular business hours (Mon to Fri)*

5.5 What is the name and what are the contact details of the person to whom enquiries should be directed if further information about becoming a resident is required? *Mrs Kathy Eberl  
Manager  
Tel: 02 8822 9903*

5.6 Name, address and telephone number of managing agent (if any): *Not applicable*

5.7 Does the operator or a close associate of the operator have voting rights on the relevant association or owners corporation? *No*

## 6.0 RESIDENT INPUT

Does the village have a Residents Committee established by the residents under the *Retirement Villages Act 1999*? *Yes*

If Yes, its contact details are: *Mr Irvine Quick (Secretary) Ph: 02 9622 3986*

## 7.0 FINANCIAL MANAGEMENT

7.1 The financial year of the Village is from: *1 July to 30 June*

7.2 Does the village have a maintenance fund for long-term maintenance? *No*

7.3 Is a specific proportion of ingoing contributions or departure fees (or both) paid by residents set aside in a capital replacement fund for the purpose of financing depreciation and capital replacement in the village? *No*

7.4 Are any ingoing contributions paid by residents held by a trustee? *No*

7.5 Is there any personal or legal connection between any of the trustees and the operator? *No*

7.6 In the last financial year was money payable by the operator to former residents paid in full and on time? *Yes*

7.7 Did the audited accounts for the previous financial year 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? *No*

7.8 Has the operator ever applied to the Residential Tribunal to extend the period of time to pay refunds to former occupants? *No*

7.9 According to the audited accounts of the income and expenditure of the village, the surplus at the end of the 3 previous financial years was as follows:

<i>Financial year ending</i>	<i>Surplus/ (Deficit)</i>	
<i>2007</i>	<i>\$1,816,553</i>	<i>(Company result)</i>
<i>2008</i>	<i>\$1,423,121</i>	<i>(Company result)</i>
<i>2009</i>	<i>\$1,059,165</i>	<i>(Company result)</i>

**8.0 SECURITY AND SAFETY**

- 8.1 Do all residential premises within the village have security screen doors?  
*(Front door only)* **Yes**
- 8.2 Are all windows of residential premises fitted with key operated locks?  
*(Kitchen and ground floor bedroom windows only)* **No**
- 8.3 Do all residential premises within the village have smoke alarms? **Yes**
- 8.4 Has the operator been notified of any residential premises within the village being broken into in the last 2 years? **Yes**
- If Yes, how many? **One (July 2009)**
- 8.5 Are residential premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs? **Partially**  
Specify: ***upstairs units may not be accessible to persons with impaired mobility***
- 8.6 Does the village have a village emergency system that enables residents to summon assistance in an emergency? **Yes**
- If Yes, the system involves: *(tick whichever is applicable)*
- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b><i>distress buttons in residential premises</i></b> |
| <input checked="" type="checkbox"/> | <b><i>emergency bracelets worn by residents</i></b>    |
| <input type="checkbox"/>            | Other  |
- 8.7 The village emergency system is monitored: *(tick whichever is applicable)*
- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b><i>on site by the operator – the system is monitored 24hrs/day 7days/week</i></b> |
| <input type="checkbox"/>            | off site by <i>(specify)</i>   |
- 8.8 Does the operator have a master key or copies of keys to residential premises in the village for use in an emergency? **Yes**
- 9.0 COMPLIANCE WITH LEGISLATION**
- 9.1 Has the operator ever been convicted of an offence under the *Retirement Villages Act 1999* or the *Retirement Villages Regulation 2009*, or the *Consumer, Trader and Tenancy Tribunal*? **No**
- 9.2 Has the operator ever been ordered by the Residential Tribunal to comply with a requirement of the *Retirement Villages Act 1999* or the *Retirement Villages Regulation 2009*? **No**
- 9.3 Has the operator complied with all requirements of any development consent relating to the village? **Yes**
- 9.4 Have final occupation certificates been issued in relation to all the buildings in the village? **Yes**

**10.0 VILLAGE CONTRACTS**

10.1 Before becoming a resident of the village you will be required to enter into: *(tick those applicable)*

- a residence contract**  
 a service contract  
 other *(specify)*

10.2 If your residence contract does not give you the right to use the following, you may enter into a separate (optional) contract in respect of them: *(tick those applicable)*

- a garage**  
 a parking space  
 a storage room  
 other *(specify)*

10.3 If you become a resident, documents setting out the following will also be relevant: (tick those applicable)

- the village rules**  
 the by-laws of the community land scheme/strata scheme  
 the company's constitution/the replaceable rules set out in the *Corporations Act 2001 of the Commonwealth*  
 other *(specify)*

**Note:**

*Copies of the documents referred to in any of the ticked boxes may be inspected during business hours or you can request copies to be sent to you free of charge.*

**11.0 FACILITIES**

11.1 At the village the following facilities are currently available for the use of residents: *(tick those applicable)*

- |  |  |
|--|--|
| <input type="checkbox"/> activities room   | <input type="checkbox"/> Outdoor barbeque area                                 |
| <input type="checkbox"/> arts and crafts room  | <input type="checkbox"/> putting green   |
| <input type="checkbox"/> auditorium  | <input type="checkbox"/> restaurant  |
| <input type="checkbox"/> billiards room  | <input type="checkbox"/> separate games room                                   |
| <input type="checkbox"/> bowling green   | <input type="checkbox"/> separate lounge                                       |
| <input checked="" type="checkbox"/> <b>chapel</b>                                      | <input checked="" type="checkbox"/> <b>Shop/kiosk</b>                          |
| <input type="checkbox"/> common laundries  | <input type="checkbox"/> spa (indoor/outdoor)<br>(heated/not heated)           |
| <input checked="" type="checkbox"/> <b>community room/centre</b>                       | <input type="checkbox"/> swimming pool (indoor/outdoor)<br>(heated/not heated) |
| <input type="checkbox"/> consultation room for visiting<br>medical practitioners       | <input type="checkbox"/> tennis court  |
| <input type="checkbox"/> croquet lawn  | <input checked="" type="checkbox"/> <b>village bus</b>                         |
| <input checked="" type="checkbox"/> <b>dining room</b>                                 | <input checked="" type="checkbox"/> <b>visitor parking</b>                     |
| <input type="checkbox"/> gym   | <input type="checkbox"/> workshop  |
| <input checked="" type="checkbox"/> <b>hairstressing room for visiting hairdresser</b> | <input type="checkbox"/> other <i>(specify)</i>                                |
| <input type="checkbox"/> Library   |  |

11.2 Does any development consent in relation to the village require that any of the above facilities be provided for the life of the village? **Yes**

If Yes, those facilities are:  
**Community Room/Centre and visitor parking**

**Note:** Any of the facilities (other than those referred to in the above question) may be withdrawn or varied if the residents consent, by special resolution, to the withdrawal or variation.

11.3 Are any of the facilities identified above available only on a "user pays" basis (or available on that basis to some residents only—such as meals available in the dining room to residents in self-contained premises)? **Yes**

*Hairdresser:*

<i>Hair cut.....</i>	<i>\$15.00</i>
<i>Shampoo &amp; Set or Blow Dry .....</i>	<i>\$15.00</i>
<i>Colour &amp; Cut &amp; Set or Blow Dry .....</i>	<i>\$60.00</i>
<i>Perm &amp; Cut &amp; Set or Blow Dry .....</i>	<i>\$60.00</i>

*Dining Room: Lunch \$6.00*

11.4 Does the operator intend to provide or make available additional facilities in the future? **No**

**12.0 SERVICES**

12.1 The operator provides, or makes available, the following general services to all residents of the village: *(tick those applicable)*

- 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*
- 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 cover to the value of \$ 10 Million*
- other (specify)*

12.2 Does any development consent in relation to the village require that any of the above services be provided for the life of the village? **No**

12.3 If a village bus is provided or made available to residents the service operates: *(tick those applicable)*

- for arranged outings*
- on demand (ie if . . . or more residents request to use the bus)*
- One (1)** *per day/week to the following destinations – local shopping centre*
- other (specify)*

12.4 Are optional services provided, or made available, by or on behalf of the operator to individual residents of the village? **No**

12.5 Does the operator intend to provide or make available additional services in the future? **No**

**13.0 ENTRY COSTS**

13.1 To become a resident you will be required to pay the following: *(tick those applicable)*

- an ingoing contribution of \$....., irrespective of which premises you choose
- an ingoing contribution of between \$160,000 and \$225,000 depending on which premises you choose***
  - 1 Bedroom \$160,000***
  - 2 Bedroom \$210,000***
  - 2 Bedroom deluxe \$225,000***
  - 2 Bedroom Large \$245,000***

- lease registration fee of \$.....
- the purchase price of your premises. The price of premises sold in the village in the last financial year ranged from \$..... to \$.....
- stamp duty
- half of the cost of preparing your residence contract, the total cost of that preparation being \$ .....
- half of the cost of preparing your service contract, the total cost of that preparation being \$ .....
- four weeks' advance payment of recurrent charges***
- other *(specify)*

13.2 Is a deposit payable to the operator on entering into a village contract? Yes

- If yes, it is : *(cross whichever is applicable)*
- \$.....
  - 15% of the ingoing contribution***

13.3 Is a separate payment required to secure the use of a garage or carport under a separate village contract? Yes

- If Yes, the payment is:
- garage \$12,000 under residence contract***
  - carport \$.....

**14.0 RECURRENT CHARGES**

14.1 The current rate/s of recurrent charges are as follows:

***Type of premises - Self-contained dwellings (specify if amount differs depending on size) as at July 2009***

<b><i>One bedroom unit .....</i></b>	<b><i>\$57.25 per week</i></b>
<b><i>Two bedroom unit .....</i></b>	<b><i>\$62.25 per week</i></b>
<b><i>Two bedroom deluxe .....</i></b>	<b><i>\$66.25 per week</i></b>
<b><i>Two bedroom large .....</i></b>	<b><i>\$66.25 per week</i></b>
<b><i>Garage.....</i></b>	<b><i>\$20.00 per month levy</i></b>

14.2 Recurrent charges are payable by residents: *(cross all options available to residents)*

weekly  
 **fortnightly**  
 **monthly**  
 quarterly  
 **other (specify) – any of the above as agreed with resident, each payable two (2) weeks in advance**

14.3 Payment of recurrent charges may be made: *(tick all those applicable)*

in cash at the office  
 by cheque  
 **by direct debit**  
 **other (specify) – direct deposit. or as agree with resident.**

14.4 Are future variations in the rate/s of recurrent charges limited according to a fixed formula? **No**

If Yes, the formula is as follows: *(cross whichever is applicable)*

recurrent charges will remain .....% of the standard maximum single/couple *(delete whichever is not applicable)* aged pension (excluding/including [*delete whichever is not applicable*] rental assistance subsidy)

recurrent charges will vary in proportion to variations in the Consumer Price Index

recurrent charges will increase by .....% every ..... months/years

**other (specify) – as per budget requirements.**

**15.0 FINANCIAL ISSUES AFTER PERMANENT VACATION OF THE VILLAGE**

15.1 Is a departure fee payable to the operator? **Yes**

If Yes, the departure fee is (see schedule below) (calculated on a daily basis) for a maximum of 5 years of occupancy of: *(tick whichever is applicable)*

**the ingoing contribution of the outgoing resident**  
 the ingoing contribution of the incoming resident  
 the purchase price of the outgoing resident  
 the purchase price of the incoming resident  
 **other (specify) - see below**

*If the departure fee is calculated on a different basis, specify*

**During 1<sup>st</sup> year      5.0% of ingoing contribution, plus**  
**During 2<sup>nd</sup> year      5.0% of ingoing contribution, plus**  
**During 3<sup>rd</sup> year      5.0% of ingoing contribution, plus**  
**During 4<sup>th</sup> year      5.0% of ingoing contribution, plus**  
**During 5<sup>th</sup> year      5.0% of ingoing contribution all calc on a daily basis**  
**25.0%**

15.2 If an ingoing contribution is payable, is any of that contribution non-refundable? Yes

If Yes: *(complete whichever is applicable)*

the amount is \$ .....

***up to twenty five percent (25.00%) maximum after five years,***

calculated as per 15.1 above

15.3 Do former residents and the operator share any capital gains (that is, if the incoming resident pays a higher ingoing contribution/purchase price than the former resident)? No

15.4 Do former residents and the operator share any capital loss (that is, if the incoming resident pays a lower ingoing contribution/purchase price than the former resident)? No

**16.0 VACANCIES**

16.1 Does the village operate a waiting list? Yes  
If Yes, is a waiting list fee charged? No

16.2 Annexed to this statement is a list, accurate as at the date of this statement, of all residential premises in the village that are available for occupation in the next 3 months. The list specifies the following in respect of each of the premises:  
(a) the address of the premises,  
(b) the number of bedrooms in the premises,  
(c) whether the premises are self-contained premises, serviced premises or another (specified) type of premises,  
(d) whether or not the premises have ever been previously occupied,  
(e) the amount of ingoing contribution required for, or the asking price of, the premises,  
(f) whether the premises are for sale,  
(g) if the premises are for sale, whether the operator of the village is the selling agent.  
(h) if the operator is not the selling agent, the name and contact details of selling agent.

*(Annex the list referred to)*

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

This statement was given personally/sent by post.

Signed by or on behalf of the operator, who warrants that, to the best of the operator's knowledge, the information contained in this statement is true:

..... *(print name)* **Mrs Kathy Eberl**  
*(signature)*

Signed this: \_\_\_\_\_ day of \_\_\_\_\_ 201

**ANNEXURE TO DISCLOSURE STATEMENT**

**VACANCIES AS AT .....**

\*Address: .....  
.....

Number of bedrooms:

Self-contained                       Serviced premises                       Other

Previously Occupied                      Yes / No

Ingoing contribution/Asking price    \$.....

The premises are for sale    **No**

If Yes, the selling agent is:    The Operator:    Yes / No

Other: (details) .....  
.....

Address: .....  
.....

Number of bedrooms:

Self-contained                       Serviced premises                       Other

Previously Occupied                      Yes/No

Ingoing contribution/Asking price    \$.....

The premises are for sale    **No**

If Yes, the selling agent is:    The Operator:                      Yes / No

Other: (details) .....  
.....