



## DISCLOSURE STATEMENT

### *Retirement Villages Act 1999, section 18 (1)*

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. **LOCATION**

- |   |                                 |                                 |
|---|---------------------------------|---------------------------------|
| 1 | <b>Common name of village:</b>  | John Paul Village               |
| 2 | <b>Full address of village:</b> | 15 The Avenue<br>Heathcote 2233 |

**3 Proximity to services:**

Nearest public hospital: The Sutherland Hospital, Caringbah.

Distance from village: 14 km approx.

Nearest shopping centre: Engadine. Distance from village 2 km.

Nearest railway station: Heathcote. Distance from village 1 km.

**4 Is there a bus stop within 200 metres of the village? Yes.**

If Yes, details are as follows:

| <b>Bus no/s</b> | <b>Destination/s</b> | <b>Frequency/limitations of service</b> |
|-----------------|----------------------|---|
| 996             | Engadine via         | 13 buses Monday-Friday                  |
|                 | Heathcote Station    | 7 buses Saturday                        |
|                 |                      | No buses Sunday or public holidays      |

**2. SIZE**

**1 The residential premises in the village are made up of:**

32 x 1 bdr premises

24 x 2 bdr premises

108 x 1 bdr and den premises

**2 The total number of premises currently in the village is 166 of which:**

164 are self contained dwelling

**3 Has development consent for the construction of more residential premises in the village been granted? No**

**3. 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. VILLAGE OWNERSHIP**

**The land on which the village is located is owned by:** The Trustees of the Roman Catholic Church for the Archdiocese of Sydney.

**Year of original construction:** Construction commenced 1984 and continued through to 1994, including major upgrades.

**Name of original developer:** The Trustees of the Roman Catholic Church for the Archdiocese of Sydney.

**5. VILLAGE MANAGEMENT**

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

Name, address and telephone number:

John Paul Village

15 The Avenue, Heathcote, 2233

Telephone: (02) 9520 2444

Facsimile: (02) 9520 5252

Email: [enquiries@johnpaulvillage.com.au](mailto:enquiries@johnpaulvillage.com.au)

ABN: 48 937 228 221

**1 Date current operator became operator of the village: 1985**

**2 The operator has been involved in operating retirement villages in New South Wales since 1985**

**3 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 8.30 am to 5.00 pm five days per week.*

**4 What is the name and what are the contact details of the person to whom inquiries should be directed if further information about becoming a resident is required?**

Details of employees or agents of the operator who deal directly with residents of the village are :

| <u>Name</u>       | <u>Position/Job Title</u>              | <u>Qualifications</u>          |
|-------------------|--|--------------------------------|
| Mrs. Gail Wallace | Resident Relations Officer             | B Soc Sc, MA<br>Administration |
| Mr Gerry Renouf   | CEO/Manager                            | BA; MHA, BLegS.                |
| Mrs. Karen Papas  | Director of Nursing<br>(Care Services) | Registered Nurse               |

Mrs. Jennifer Stanley Deputy Director of Registered Nurse  
Nursing (Care Services)

**6. RESIDENT INPUT**

**Does the village have a Resident's Committee established by the residents under the *Retirement Villages Act 1999*? No.**

**7. FINANCIAL MANAGEMENT**

- 1 The financial year of the village is from 1<sup>st</sup> July to 30<sup>th</sup> June.**
- 2 Does the village have a maintenance fund for long-term maintenance? No.**
- 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. However, the Village has a policy of maintaining a cash reserve equivalent to the amount of ten loan payouts (average).**
- 4 Are any ingoing contributions paid by residents, held by a trustee? No.**
- 5 Is there any personal or legal connection between any of the trustees and the operator? No**
- 6 In the last financial year was money payable by the operator to former residents paid in full and on time? Yes**

- 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 for the village as and when they fall due during the financial year immediately following? No.
- 8 Has the operator ever applied to the Residential Tribunal to extend the period of time to pay refunds to former occupants? No.
- 9 According to the audited accounts of the income and expenditure of the village, the surplus/deficit at the end of the 3 previous financial years/the financial years during which the village has been in operation (*if fewer than 3*) was as follows:

| <u>Financial year ending</u> | <u>Amount</u> | <u>Surplus/deficit</u> |
|------------------------------|---------------|------------------------|
| 30 <sup>th</sup> June 2008   | \$3,198,744   | Surplus                |
| 30 <sup>th</sup> June, 2007  | \$2,902,447   | Surplus                |
| 30 <sup>th</sup> June, 2006  | \$4,941,834   | Surplus                |

8. **SECURITY AND SAFETY**

- 1 Do all residential premises within the village have security screen doors? Yes, front door only.
- 2 Are all windows of residential premises fitted with key operated locks? No.
- 3 Do all residential premises within the village have smoke alarms? Yes.
- 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? Once.*

**5 Are residential premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs?** Yes. Ramp and lift facilities available to all units.

**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)*

- distress buttons in residential premises and common areas
- emergency bracelets worn by residents
- other (*specify*) Emergency pendants are available within units when necessary.

**7 The village emergency system is monitored:** (*tick whichever is applicable*)

- on site by the operator or an employee of the operator
- off site by (*specify*)

**The system is monitored 24 hours per day 7 days per week.**

**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. COMPLIANCE WITH LEGISLATION**

**1 Has the operator ever been convicted of an offence under the *Retirement Villages Act 1999* or the *Retirement Villages Regulation 2000*?** No.

**2 Has the operator been ordered by the Residential Tribunal to comply with a requirement of the *Retirement Villages Act 1999* or the *Retirement Villages Regulation 2000*?** No.

**3 Has the operator complied with all requirements of any development consent relating to the village?** Yes.

**4 Have final operation certificates been issued in relation to all the buildings in the village? Yes**

**10. VILLAGE CONTRACTS**

**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*) Licence Agreement

**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*) Use of covered carport space based on rental costs of \$60 per week for 52 weeks, ie \$3,120 maximum with no refund after 52 weeks. Subject to variation depending on rate applicable at date of availability of carport.

**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 Law*
- other (*specify*) The Village Rules and Regulations.

**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. **FACILITIES**

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> activities room                               | <input checked="" type="checkbox"/> library   |
| <input checked="" type="checkbox"/> arts and crafts room                          | <input checked="" type="checkbox"/> outdoor barbecue area   |
| <input checked="" type="checkbox"/> auditorium                                    | <input type="checkbox"/> putting green  |
| <input checked="" type="checkbox"/> billiard room                                 | <input type="checkbox"/> restaurant   |
| <input type="checkbox"/> bowling green  | <input type="checkbox"/> separate games room  |
| <input checked="" type="checkbox"/> chapel  | <input type="checkbox"/> separate lounge  |
| <input type="checkbox"/> common laundries   | <input checked="" type="checkbox"/> shop  |
| <input checked="" type="checkbox"/> community room/centre                         | <input type="checkbox"/> spa (indoor/outdoor)   |
| <input type="checkbox"/> consultation room for<br>visiting medical practitioners  | <input type="checkbox"/> swimming pool (indoor/outdoor)<br>(heated/not heated)  |
| <input type="checkbox"/> medical practitioners                                    | <input type="checkbox"/> tennis court   |
| <input type="checkbox"/> croquet lawn   | <input checked="" type="checkbox"/> village bus x 2   |
| <input checked="" type="checkbox"/> dining room                                   | <input checked="" type="checkbox"/> visitor parking   |
| <input type="checkbox"/> gym  | <input checked="" type="checkbox"/> workshop  |
| <input checked="" type="checkbox"/> hairdressing room for<br>visiting hairdresser | <input checked="" type="checkbox"/> other ( <i>specify</i> ) podiatrist,<br>bank agency, cable tv Foxtel<br>computer club |

**Note.** If more than one of the same facility is available please specify.

### 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? No.**

**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.

### 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**

If Yes, those facilities and current amounts charged are:

| <b>Facility</b>              | <b>Charge</b>   |
|------------------------------|---|
| Dining room                  | Lunchtime only-\$5.00 Monday-Friday<br>\$6.00 Saturday-Sunday |
| Hairdresser                  | POA   |
| Podiatrist                   | POA   |
| Village bus                  | Various depending on activity                                 |
| Cable TV Foxtel              | POA   |
| Computer Club                | \$25.00 per annum   |
| Strengthening Exercise Class | POA   |

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

12. **SERVICES**

1 **The operator provides, or makes available, the following general services to all residents of the village:** *(tick whichever 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 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 \$100,000,000
- Other (specify) .....

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

**Note.** Any of the services (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.

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

- for arranged outings
- on demand (ie if 6 or more residents request to use the bus)
- ..... per day/week to the following destinations .....
- other (*specify*) .....

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

**5 Does the operator intend to provide or make available additional services in the future? Yes.**

| <b>Proposed service</b>         | <b>Date by which it is to be provided or made available.</b> |
|---------------------------------|--|
| Upgrade of Hub / Activity area. | Approx mid 2009  |

**13. ENTRY COSTS**

**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 \$275,000 and \$420,000, depending on which premises you choose. (See Schedule 1 – Resident Funded Self Care Units – Financial Aspects attached).
- 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 exceeding \$1,000 (Resident’s cost \$500.)
- half of the cost of preparing your service contract, the total cost of that preparation being \$.....

- ..... weeks' advance payment of recurrent charges
- other (specify) .....

**2 Is a deposit payable on entering into a village contract? Yes.**

If Yes, it is: (tick whichever applicable)

- \$.....
- 10% of the ingoing contribution or as agreed

**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 \$.....
- carport - use of covered carport space based on rental costs of \$60 per week for 52 weeks, ie \$3,120 maximum with no refund after 52 weeks. Subject to variation depending on rate applicable at date of availability of carport.

**14. RECURRENT CHARGES**

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

| <b>Type of premises</b>  | <b>Singles</b> | <b>Couples</b> |
|--|----------------|----------------|
| Self contained dwellings<br><i>(specify if amount differs depending on size)</i> | \$357.58       | \$357.58       |
| serviced premises  | \$             | \$             |
| other (specify)  |                |                |
| Lift maintenance levy  | \$12.35        | \$12.35        |

**2 Recurrent charges are payable by residents:** *(tick all options available to residents)*

- weekly
- fortnightly
- monthly
- quarterly
- other (specify) .....

**3 Payment of recurrent charges may be made:** *(tick all those that apply)*

- in cash at the office
- by cheque or money order
- by direct debit
- other (specify) .....

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

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

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

*If Yes, the departure fee is 5% per annum for the first 5 years then 2% per annum for the next 5 years (calculated on a daily basis) for a maximum period of 10 years of occupancy of: (See Schedule 1 – Resident Funded Self Care Units – Financial Aspects attached).*

- 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*) .....

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

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

*If yes: (complete whichever is applicable)*

- the amount is \$.....
- the proportion is 5% per annum for the first 5 years then 2% per annum for the next 5 years (calculated on a daily basis) for a maximum period of 10 years of occupancy of: (See Schedule 1 – Resident Funded Self Care Units – Financial Aspects attached).

**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**

**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 VACANCIES**

**1 Does the village operate a waiting list? Yes**

*If Yes, is a waiting list fee charged? Yes.*

*If Yes, the fee is \$200 – fully refundable at anytime by request in writing.*

**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.

**Note.** Because of the waiting list as per 1 above it is unlikely that any premises or part therefore being available in the next three (3) months.

**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*

.....

*signature*

Signed this .....day of .....2009

**Notes.**

- 1 If a question in this statement provides for a "Yes/No" answer and the operator of the village:
  - (a) answers "No" to the question—the operator may delete from the statement any immediately following matter that begins "If Yes", or
  - (b) answers "Yes" to the question—the operator may delete from the statement any immediately following matter that begins "If No".
- 2 If the village is not subject to a community land scheme, company title scheme or strata scheme, the operator may delete the notes in this statement referring to those schemes and that title.