

The Vasey Housing Association, N.S.W.

“Ivan Court”, Maroubra

Schedule 1 Disclosure Statement

(Clause 11)

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.

The Vasey Housing Association, N.S.W.

Vasey is a Public Benevolent Institution. It is a Public Company limited by guarantee and operates as a not-for profit organisation.

1 LOCATION

1 Common name of village: **“Ivan Court”, Maroubra**

2 Full address of village:

Street No: **61-67**

Street/Road etc: **Moverly Road**

Suburb/town **Maroubra**

Postcode **2035**

Telephone **(02) 9299 3951**

Facsimile (02) 9262 5610
 Email vaseyvillages@bigpond.com
 Web page www.vaseyhousing.com.au

3 Proximity to services:

Nearest public hospital: **Prince of Wales Hospital**
 Distance in kilometres from village: **2.6 kms**
 Nearest shopping centre: **Maroubra Junction**
 Distance in kilometres from village: **1.2 kms**
 Nearest railway station: **No railway station within practical proximity.**

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

Bus No/s

Route 316 – Daily daytime service between Eastgardens, Maroubra Junction, South Coogee, Randwick Junction, Waverley and Bondi Junction.

On weekdays this service commences at 6:16 am from Maroubra Junction and runs approximately every 30 minutes until 2:55pm and hourly from 3:20pm until 6:14pm. The return service commences at 7:12am from Bondi Junction and runs approximately every 40 – 60 minutes until 6:43pm extending to 8:17pm on Thursdays and Fridays.

On Saturdays this service commences at 8:18am from Eastgardens and runs approximately every 30 minutes until 7:05pm from Maroubra Junction. The return service commences at 7:50pm from Bondi Junction and runs approximately every 30 minutes until 6:20pm.

On Sunday and Public Holidays this service commences at 9:07am from Eastgardens and runs hourly until 6:08pm. The return service commences at 9:18am from Maroubra Junction and runs hourly until 5:18pm.

Route 317 – Daily daytime service between Eastgardens, South Maroubra, Maroubra Beach, South Coogee, Randwick Junction, Waverley and Bondi Junction.

On weekdays this service commences at 7:04am from South Maroubra and runs approximately every 30 minutes until 6:30pm from Eastgardens. The return service commences at 6:42am from Bondi Junction and runs approximately every 40 to 60 minutes until 8:43pm.

On Saturdays this service commences at 8:29am from Eastgardens and runs approximately every 30 minutes until 4:59pm. The return service commences at 8:25am from Bondi Junction and runs approximately every 30 minutes until 6:30pm.

On Sunday and Public Holidays this service commences at 9:41am from Eastgardens and runs hourly until 5:41pm. The return service commences at 9:38am for Bondi Junction and runs approximately hourly until 5:38pm.

2 SIZE

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

0 x bedsitters

39 x 1br premises (average size 43 square metres)

0 x 2br premises

0 x 3br premises

0 x other (*specify*)

2 The total number of premises currently in the village is **39**, of which:

39 are self-contained independent living units

0 are serviced premises

0 are other (*specify*)

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? **No**

4 VILLAGE OWNERSHIP

1 The land on which the village is located on is owned by: **The Vasey Housing Association, N.S.W.**

Year of original construction: **1971**

Name of original developer: **The Vasey Housing Auxiliary NSW**

5 VILLAGE MANAGEMENT

1 Name, address and telephone number of each current operator of the village:

Name: **The Vasey Housing Association, N.S.W.**

Address: **6th Floor, 283 George Street**

SYDNEY NSW 2000

Telephone No **(02) 9299 3951**

Email: vaseynsw@bigpond.net.au

Web page www.vaseyhousing.com.au

ABN 79 000 389 319

ACN 000 389 319

- 2 Date current operator became operator of the village: **1971**
- 3 The operator has been involved in operating retirement villages in New South Wales since **1962.**
- 4 Is the operator, or an employee or agent of the operator, available at the village to deal with residents? **No**
- 5 Name and contact details of the person to whom inquiries should be directed if further information about becoming a resident is required:

Mrs Chris Williamson

Leasing Manager

The Vasey Housing Association, N.S.W.

G.P.O. Box 3640

SYDNEY NSW 2001

Phone: (02) 9299 3951

Email: vaseyvillages@bigpond.com

Web page: www.vaseyhousing.com.au

6 RESIDENT INPUT

Does the village have a Residents Committee established by the residents under the *Retirement Villages Act 1999*? **No**

Resident input is achieved on an individual basis or by the calling of a General Meeting of all Residents.

7 FINANCIAL MANAGEMENT

- 1 The financial year of the village is from **1 April to 31 March**.
- 2 Does the village have a capital works fund for long-term maintenance? **Yes**
The balance in the fund at the end of the last financial year was **\$55,233.85**.
- 3 Is a specific proportion of ingoing contributions or departure fees (or both) paid by residents set aside for the purpose of financing depreciation and capital replacement in the village? **No**
- 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 of 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 or the Consumer, Trader and Tenancy 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 (*delete whichever is not applicable*) at the end of the 3 previous financial years was as follows:

Financial year ending	Amount surplus/(deficit)
2009	\$ 29,030
2010	\$ 25,799
2011	\$ 32,400

8 SECURITY AND SAFETY

- 1 Do all residential premises within the village have security screen doors? **Yes**
- 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**
The premises are monitored by an automatic fire alarm system connected to Tyco Services.
- 4 Has the operator been notified of any residential premises within the village being broken into in the last 2 years? **No**
- 5 Are residential premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs? **Yes**

All units, the common room and laundries are accessible via ramps.

- 6 Does the village have a village emergency system that enables residents to summon assistance in an emergency? **No**

An individual contract can be entered into by the resident to an outside provider such as Vitalcall.

- 7 The village emergency system is monitored: **No**

Refer to Clause 6 above.

- 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 2009*? **No**
- 2 Has the operator ever been ordered by the Residential Tribunal or the Consumer, Trader and Tenancy Tribunal to comply with a requirement of the *Retirement Villages Act 1999* or the *Retirement Villages Regulation 2009*? **No**
- 3 Has the operator complied with all requirements of any development consent relating to the village? **Yes**
- 4 Have final occupation certificates been issued in relation to all the buildings in the village?

The village was constructed in 1971. The question is therefore not relevant to this village.

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*)
- 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*)

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 FACILITIES

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

activities room

outdoor barbecue area

arts and crafts room

putting green

auditorium

restaurant

billiards room

separate games room

bowling green

separate lounge

chapel

shop

common laundries

spa (indoor/outdoor)(heated/not heated)

community room/centre

swimming pool (indoor/outdoor)
(heated/not heated)

consultation room for
visiting medical practitioners

tennis court

croquet lawn

village bus

dining room

visitor parking

gym

workshop

hairdressing room for
visiting hairdressers

other (*specify*)

library

Note. Indicate if more than one of the same facility is available.

- 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)? **No**
- 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 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 (this insurance does not include personal contents insurance, which is the responsibility of the resident).**
- maintenance and care of common area lawns and gardens**
- management and administration services**
- payment of all rates, taxes and charges including charges for water and electricity relating to common areas and facilities**
- public liability cover to the value of \$20,000,000.**
- 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:

Not applicable - the operator does not provide a village bus.

- 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? **No**

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 a particular amount depending on which premises you choose, by reference to Schedule 1.**
- 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 \$.....
- advance payment of Recurrent Charges for General Services up to the next quarter. Quarters fall on 1 April, 1 July, 1 October and 1 January.**
- other (*specify*)

2 Is a deposit payable to the operator on entering into a village contract? **No**

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 \$15 per week paid quarterly in advance.**
- carport \$.....

14 RECURRENT CHARGES

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

Type of premises	Singles	Couples (N/A)
self-contained dwellings	\$852.95 per quarter	\$ N/A
serviced premises	\$ N/A	\$ N/A
other (<i>specify</i>)	\$ N/A	\$ N/A

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

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

These charges are to be paid in advance and are due on 1 April, 1 July, 1 October and 1 January.

3 Payment of recurrent charges may be made; *(tick all those applicable)*

- in cash at the office
- by cheque or money order made payable to The Vasey Housing Association, N.S.W.**
- by direct debit
- other *(specify)*

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

Recurrent charges will be based on the actual total Operating Costs (excluding any taxes, charges or levies payable directly by the resident in relation to their premises) to provide the general services and operate the Village, apportioned amongst all of the units in the Village on an equal pro rata basis.

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 ...% per annum (calculated on a daily basis) for a maximum of 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)*:

The departure fee is an amount calculated as follows:

For the purposes of this Licence:

- (a) **At the Commencement Date, the Licence Departure Fee is 10% of Your Ingoing Contribution.**

Then, for the following periods, the Licence Departure Fee is an amount calculated as follows:

- (b) **Occupancy for any number of days between one and two years, the Licence Departure Fee is 20% of Your Ingoing Contribution.**
- (c) **Occupancy for any number of days between two and three years, the Licence Departure Fee is 30% of Your Ingoing Contribution.**
- (d) **Occupancy for any number of days between three and four years, the Licence Departure Fee is 40% of Your Ingoing Contribution.**
- (e) **Occupancy for any number of days between four and five years, the Licence Departure Fee is 50% of Your Ingoing Contribution.**
- (f) **Occupancy for any number of days between five and six years, the Licence Departure Fee is 60% of Your Ingoing Contribution.**
- (g) **Occupancy for any number of days between six and seven years, the Licence Departure Fee is 70% of Your Ingoing Contribution.**
- (h) **Occupancy for any number of days between seven and eight years, the Licence Departure Fee is 80% of Your Ingoing Contribution.**
- (i) **Occupancy for any number of days between eight and nine years, the Licence Departure Fee is 90% of Your Ingoing Contribution.**
- (j) **Occupancy for any number of days between nine and ten years, the Licence Departure Fee is 100% of Your Ingoing Contribution.**

The maximum percentage of Your Ingoing Contribution that You agree to pay Us is 100%.

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

If Yes: *(complete whichever is applicable)*

- the amount that is non-refundable is \$....
- the proportion that is non-refundable is set out in 15.1**

- 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? **No**
- 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 the selling agent.

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

.....

This statement was given personally/sent by post.

The operator warrants that, to the best of the operator’s knowledge, the information contained in this statement is true.

Signature of operator or operator’s nominee:

Printed name of operator or nominee: **Chris Williamson, Leasing Manager,**
The Vasey Housing Association, N.S.W.

Date of signature:

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.

The Vasey Housing Association, N.S.W.

“Ivan Court”, Maroubra

Annexure to Disclosure Statement (Schedule 1)

Vacant Units as at Date of Printing	Units: Nil
(a) the address of the premises,	61 – 67 Moverly Road, MAROUBRA
(b) the number of bedrooms in the premises,	One
(c) whether the premises are self-contained premises, serviced premises or another (specified) type of premises,	Self contained
(d) whether or not the premises have ever been previously occupied,	All units have been previously occupied.
(e) the amount of ingoing contribution required for, or the asking price of, the premises,	1 bedroom unit between Nil to Nil
(f) whether the premises are for sale	Not for sale

VASEY
HOUSING

This statement is a list, accurate as at the date of this statement, of all residential premises in the village that are for occupation in the next 3 months.

Prepared by

Date