

# DISCLOSURE STATEMENT

*Residential (Land Lease) Communities Act 2013, section 21(2)*

This disclosure statement is required to be given to you at least 14 days before you enter into a site agreement. 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 advice and guidance if you are unsure about any details. Your site agreement will contain more detail about some of the matters covered in this disclosure statement.

If you enter into a site agreement a 14 day cooling-off period will generally apply. Despite this ability to change your mind, you should think carefully about whether living in a land lease community is right for you, and if so whether you have found the right community and residential site, before you sign a contract.

For information on your rights and responsibilities under the residential (land lease) community laws, contact NSW Fair Trading by visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or calling 13 32 20.

## This disclosure statement relates to the following

Name of community: \_\_\_\_\_

Site Number in which you have expressed an interest (if any):

## 1. COMMUNITY DETAILS

In what year did the community commence operating?

At what stage of development is the community at?

- fully completed
- partially completed (*complete below*)
- under construction (*complete below*)

*If the community is only partially completed or under construction give particulars of all proposed stages, including the estimated date of completion, the total number of sites when finished and whether development consent has been obtained:*

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Are sites in the community exclusively occupied by home owners?

- Yes
- No – *tick whichever is applicable:*
- tourists and holiday makers
  - tenants
  - long-term casual occupants

## 2. OPERATOR DETAILS

Name of operator(s): \_\_\_\_\_

ACN: \_\_\_\_\_

How many years' experience has the operator had in operating land lease communities?

How many other land lease communities in NSW does the operator currently operate?

Is the operator a member of an industry association?

Yes  No

Is the land on which the community is located owned by another party?

No

Yes – *give details of who owns the land:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is any operator or owner currently subject to any form of insolvency administration, such as receivership or being operated by a court appointed administrator?

No

Yes – *give details:*

\_\_\_\_\_  
\_\_\_\_\_

Does the community have on-site management or staff?

No

Yes – *give details of the hours of operation:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact person for more information about this disclosure statement or the community generally:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 3. SITE FEES

The current site fees for the site you are interested in are:

\$
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Weekly  Fortnightly

Current range of site fees paid in the community:

Low:

\$
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High:

\$
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It is proposed that your site fees will be:

\$
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Weekly  Fortnightly

In the future your site fees may be increased by: (*tick only ONE option*)

Fixed method: (*Give details of the method*)

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By notice (non-fixed):

Date of the last increase:

/ /
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Amount of last increase:

\$
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Date of next increase (if known):

/ /
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**Note:** Site fee increases by notice cannot occur more than once in any 12-month period.

### 4. VOLUNTARY SHARING ARRANGEMENTS

Are voluntary sharing arrangement options available for your site:

No – go to section 5

Yes – select one or more of the following:

Entry Fee, payable upon entry to the community:

\$
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Deferred site fee, payable by you on termination:

\$
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Exit fee if home is sold or removed from the site:

\$
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Share of any capital gain if the home is sold on-site:

	%
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**OR**

Premium of total sale price if home is sold on-site:

	%
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**Important note:**

If you are buying a home from an outgoing home owner any voluntary sharing arrangement is voluntary. We must also offer you a 'rent only' agreement (i.e. one that only has the site fees specified in section 3 above and does not have a voluntary sharing arrangement. It is your choice which agreement you wish to sign. You may wish to seek independent financial advice.

In return for any agreed voluntary sharing arrangement your site fees (as proposed in section 3 above) will be reduced by:

- \$..... or .....%       Weekly  Fortnightly

This reduction in your site fees will be either for:

- the duration of your occupancy, or  
 .....years

**5. UTILITIES**

Separate to your site fees you will also need to pay us or be responsible for (tick all those applicable):

- Electricity usage charges and a service availability (supply) charge
- Gas usage charges and a service availability (supply) charge
- Water usage charges and a service availability charge
- Sewerage usage charges and a service availability charge

**Note:** The water and sewerage service availability charge is capped under the law at \$50 per year.

**6. SERVICES & FACILITIES**

The following services and facilities are available in the community:

- BBQ Facilities
- Community Hall/Centre
- Library
- Social Club
- Storage area for boats/caravans
- Other: *(please list)*
- Swimming Pool
- Tennis court/s
- Bowling green/s
- Boat ramp
- On-site caretaker

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Are there any proposals to introduce a new service or facility in the community?

- No
- Yes - *specify the service or facility concerned and the date by which it is to be provided or made available:*

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Does the development consent require that a particular service or facility be provided for the life of the community?

- No  
 Yes – *please specify:*

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Are there any proposals to remove or substantially change a service or facility in the community?

- No  
 Yes - *give details of the proposal:*

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Are there any services or facilities currently available in the community payable on a user-pays basis and not covered by your site fees or other charges?

- No  
 Yes - *list the services or facilities and their current cost:*

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## 7. SPECIAL LEVY FOR COMMUNITY UPGRADE

Is a special levy for a community upgrade currently being raised?

- No – *go to section 8*  
 Yes – *complete below:*

a) The special levy is for (*specify the community upgrade for which the levy will be used*):

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b) The total amount being raised by this special levy:

\$

c) The total amount payable by each site:

\$

d) The amount owing by the site you have expressed an interest in (*write \$0 if there is no amount owing*):

\$

e) The special levy is fully payable by:

**AND/OR**

is payable in instalments of:   Weekly  Fortnightly  Monthly

f) The community upgrade is scheduled to be complete by:   
(complete if known, otherwise write TBA)

## 8. SAFETY & SECURITY

Is the community situated on 'flood prone' land?

Yes  No

Has the community been subjected to a flood event in the last 5 years?

No  
 Yes – give details of the frequency and level of flooding

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Is the community situated in a declared bush fire prone area?

Yes  No

Has the community been threatened by a bush fire in the last 5 years?

No  
 Yes – give details of the event

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Are the residential sites and common areas in the community accessible to persons with impaired mobility, including those in wheelchairs?

Yes  No  Partially

How do emergency and home care service personnel have unimpeded access to homes in the community at all times?

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Does the community have in place emergency evacuation procedures?

Yes  
 No – give details of the delay.

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## 9. COMPLIANCE WITH LEGISLATION

Is the community registered with NSW Fair Trading and are the details up to date?

- Yes
- No – *give details of the delay.*

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Does the community have the necessary approval to operate under the *Local Government Act 1993*?

- Yes
- No – *give details of the delay.*

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In all other respects is the operator complying with their responsibilities under the residential (land lease) community laws and the Local Government Regulations?

- Yes
- No – *give details of areas of non-compliance:*

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Has the operator ever been convicted of an offence under the residential (land lease) community laws?

- No
- Yes – *give details of the offence and any penalty.*

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Has the Commissioner for Fair Trading ever taken any disciplinary action against the operator?

- No
- Yes – *give details of the action and any penalty.*

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## 10. DISPUTE RESOLUTION

Does the community have an internal system for resolving disputes?

No

Yes – *give details:*

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Are there any current proceedings involving the community before the NSW Civil and Administrative Tribunal or a court, or has a compulsory mediation application been lodged with NSW Fair Trading?

No

Yes – *give details:*

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Are there any outstanding orders of the NSW Civil and Administrative Tribunal or a court involving the community which the operator has not complied with?

No

Yes – *give details:*

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## 11. RESIDENTS COMMITTEE

Does the community have a residents committee?

No

Yes

If Yes, the name of the Chairperson or Secretary is:

Contact phone no. or email for above:



## ACCESS TO OTHER DOCUMENTS

You have the right to ask for a copy of, or to inspect, any or all of the following documents free of charge:

- the community map;
- samples of any site agreement we may ask you to sign later;
- the community rules (if any);
- the terms of any development consent, if the community is not complete or if the development consent requires a particular service or facility to be provided for the life of the community;
- a list of all currently available/vacant residential sites in the community.

**This disclosure statement was:**

given personally

sent by post

emailed

other (*specify*) \_\_\_\_\_

Date given/posted: ...../...../.....

Name/s of prospective home owner/s: \_\_\_\_\_

Was this statement given to a person acting on behalf of the prospective home owner/s?

- No
- Yes – Who was it given to?: \_\_\_\_\_

I/we, the operator/s, warrant that, to the best of my/our knowledge, the information contained in this statement is true and accurate at the time it is provided.

\_\_\_\_\_  
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Signed by or on behalf of the operator/s

\_\_\_\_\_  
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Print Name

\_\_\_\_\_  
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Date