



**Marian Place, Manuka**  
**DISCLOSURE STATEMENT**  
*Retirement Villages Act 2012 (ACT)*

**PURPOSE**

This form is to be used when the operator of a retirement village must give a disclosure statement to a prospective resident under the *Retirement Villages Act 2012* (the Act). You can access the legislation at [www.legislation.act.gov.au](http://www.legislation.act.gov.au). You may also obtain further information at [www.ors.act.gov.au](http://www.ors.act.gov.au).

This statement is required to be given to all prospective residents under the *Retirement Villages Act 2012*. 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 3 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.

**TRANSLATING AND INTERPRETING SERVICE**

If you require further information or require advice, a language assistance service is available by phoning the Translating and Interpreting Service (TIS) on 13 14 50.

**1 LOCATION**

- |   |                          |                     |
|---|--------------------------|---------------------|
| 1 | Common name of village:  | <b>Marian Place</b> |
| 2 | Full address of village: |                     |
|   | Street No.               | 55                  |
|   | Street/Road etc.         | Franklin Street     |

Suburb/town **Forrest ACT**

Postcode **2603**

3 Proximity to services:

|                          |                          |                                          |
|--------------------------|--------------------------|------------------------------------------|
| Nearest public hospital: | <b>Canberra Hospital</b> | Distance from village - <b>7 km</b>      |
|                          | <b>Calvary Hospital</b>  | Distance from village - <b>12 km</b>     |
| Nearest shopping centre: | <b>Manuka shops</b>      | Distance from village - <b>50 metres</b> |

4 Is there a bus stop within 300 metres of the village? **Yes**

If Yes, details are as follows:

bus no/s **R6, 56** destination/s **City/Woden** frequency/ **20 minutes**

## 2 SIZE

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

- 4 x **1 Bedroom premises**
- 29 x **2 Bedroom premises**
- 11 x **3 Bedroom premises**

2 The total number of premises currently in the village is **44**, of which:

All **44** are self-contained premises

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**

### Retirement Villages differ from Residential Care

The retirement villages legislation requires that this disclosure statement include a statement that Marian Place is not an aged care facility and does not offer residential care within the meaning of section 41.3 of the *Aged Care Act 1997* of the Commonwealth. No nursing or personal care services are provided by the operator.

Marian Place is a retirement village and consists of 44 self-contained premises for independent living. Residential care (in an aged care facility) is very different from the independent living arrangements (and associated services offered by the operator - refer part 12) at Marian Place.

#### **4 VILLAGE OWNERSHIP**

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

**The Trustees of the Roman Catholic Church for Archdiocese of Canberra and Goulburn**

Year of original construction: **2017**

Name of original developer: **The Trustees of the Roman Catholic Church for Archdiocese of Canberra and Goulburn**

#### **5 VILLAGE MANAGEMENT**

- 1 Who is/are the current operator/s of the village?

Name, address and telephone number:

**Archdiocese of Canberra and Goulburn**

**55 Franklin St**

**FORREST ACT 2603**

**Tel: (02) 6239 9800**

**ABN : 12 689 322 721**

- 2 Date current operator became operator of the village:  
**2017**

- 3 The operator has been involved in operating retirement villages in the Australian Capital Territory and/ or New South Wales since  
**2003**

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

**Yes.** A property manager will be employed by the operator. The property manager will be available Monday-Friday between the hours of 9am and 5pm, and on an on-call basis outside of those hours.

- 5 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:

**Melissa Martin-Smith**

**Canberry Properties**

**0412 765 198**

**melissa@canberryproperties.com.au**

## 6 RESIDENT INPUT

Does the village have a Residents Committee established by the residents under the *Retirement Villages Act 2012*?

**No. Resident input is achieved on an individual basis or by calling a General Meeting of all residents.**

## 7 FINANCIAL MANAGEMENT

1. The financial year of the village is from **1 January** to **31 December**
2. Does the village have a capital works fund for long-term maintenance? **Yes**  
If Yes, the balance in the fund at the end of the last financial year was **N/A**
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. Ingoing contributions are held by the Trustees of the Roman Catholic Archdiocese of Canberra and Goulburn.**
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 a court or 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/the financial years during which the village has been in operation (*if fewer than 3*) was as follows:

| Financial year ending                       | Amount |
|---------------------------------------------|--------|
| <b>Finance Reports available on request</b> |        |

## 8 SECURITY AND SAFETY

- 1 Do all residential premises within the village have security screen doors?  
**No**
- 2 Are all windows of residential premises fitted with key operated locks?  
**Yes;**  
**Exception: Small electronically operated vent windows.**
- 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?  
**No**
- 5 Are residential premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs?  
**Yes**
- 6 Does the village have a village emergency system that enables residents to summon assistance in an emergency?  
**No. Installation of an emergency call system is permitted at the unit owner's expense.**
- 7 The village emergency system is monitored:  
**Not applicable**
- 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 2012* or regulations?  
**No**
- 2 Has the operator ever been ordered by a court or tribunal to comply with a requirement of the *Retirement Villages Act 2012* or the regulations?  
**No**
- 3 Has the operator complied with all requirements of any development approval relating to the village?  
**Yes**
- 4 Have final occupation 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)* .....
- 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 rules of the owners corporation for the community land scheme/unit 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)*

- |                                                                               |                                                                             |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> activities room                                      | <input type="checkbox"/> outdoor barbecue 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 type="checkbox"/> chapel                                               | <input type="checkbox"/> shop                                               |
| <input type="checkbox"/> common laundries                                     | <input type="checkbox"/> spa (indoor/outdoor) (heated/not heated)           |
| <input checked="" type="checkbox"/> community room/centre (Pavilion)          | <input type="checkbox"/> swimming pool (indoor/outdoor) (heated/not heated) |
| <input type="checkbox"/> consultation room for visiting medical practitioners | <input type="checkbox"/> tennis court                                       |
| <input type="checkbox"/> croquet lawn                                         | <input type="checkbox"/> village bus                                        |
| <input type="checkbox"/> dining room                                          | <input type="checkbox"/> visitor parking                                    |
| <input type="checkbox"/> gym                                                  | <input type="checkbox"/> workshop                                           |
| <input type="checkbox"/> hairdressing room for visiting hairdresser           | <input type="checkbox"/> other <i>(specify)</i> .....                       |
| <input type="checkbox"/> 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**
- 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
  - ✓ 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 \$200,000,000
  - θ other *(specify)* .....

**Note.** In a community land scheme, company title scheme or unit scheme, these services may be provided by the relevant association, company or owners corporation rather than the operator.
- 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**
- 3 If a village bus is provided or made available to residents the service operates: *(tick those applicable)* **N/A**
  - θ for arranged outings
  - θ on demand (ie if . . . . or more residents request to use the bus)
  - θ . . . . .per day/week to the following destinations
  - θ 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?  
**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 between \$500,000 and \$1,100,000 depending on which premises you choose
  - ☐ 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, to a maximum of \$200.00
  - ☐ 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 to the operator on entering into a village contract? **Yes**  
If Yes, it is:  
☒ **10% of Ingoing Contribution or as agreed with the Archdiocese of Canberra and Goulburn.**
- 3 Is a separate payment required to secure the use of a garage or carport under a separate village contract?  
**No.** However, the resident may request a second garage and the operator may (in its discretion and depending on availability) grant the resident the right to use an additional garage in return for payment of a licence fee. This arrangement will be documented by separate agreement.

### 14 RECURRENT CHARGES

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

| Type of premises | Singles | Couples |
|------------------|---------|---------|
| 1 bedroom        | \$364   | \$364   |
| 2 bedroom        | \$396   | \$396   |
| 3 bedroom        | \$428   | \$428   |

**Note** - Your retirement village may charge the same levy for couples and singles.

- 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 applicable)*
- ☐ 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**
- If Yes, the formula is as follows: *(tick 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

**Recurrent charges are reviewed each year and proposed increases are provided to residents for consent in accordance with the retirement villages legislation.**

**15 UNIT TITLE – OWNERS CORPORATION CONTRIBUTIONS PAYABLE**  
**(Where applicable)**  
**Not Applicable**

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

- 1 Is a departure fee payable to the operator? **Yes (except if the Residence contract is terminated by the Resident within the 60 day settling in period.)**
- 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)**  
.....

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

The departure fee is 5% per annum (calculated on a daily basis) for each of the first 5 years of occupancy and 2.5% per annum (calculated on a daily basis) for each of the next 2 years of occupancy, of the ingoing contribution of the outgoing resident.

- 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 amount payable as a departure fee.

- 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)?  
**Yes: 50/50;** a former resident and the operator will share in any capital gains in equal proportions. The residence contract details the process for sharing of the capital gain between the operator and the former resident (refer clause 20 of the residence contract).
- 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**
- 5 Subject to any requirements in the residence contract relating to resident's obligations when they permanently vacate the premises, the former resident is not liable to refurbish, or pay for the costs of refurbishment of, the premises when the resident permanently vacates the premises.

## 17 VACANCIES

- 1 Does the village operate a waiting list?  
**Yes**  
  
 If Yes, is a waiting list fee charged?  
**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 selling agent.  
 N/A

## 18 RESIDENTS' ACCESS TO HOME CARE SERVICES

The operator does not offer any home care services to residents. However, the operator consents to residents accessing home care services within their premises.

However, the operator does not permit any live-in care arrangements within the residential premises in the village.

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

This statement was given personally/sent by post.

By post or email

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: ..... Helen Delahunty.....

Date of signature:.....24/4/2023.....

**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 unit title scheme, the operator may delete the notes in this statement referring to those schemes.