



# **DISCLOSURE STATEMENT**

## **ASCOT RETIREMENT VILLAGE**

**27 JUNE 2024**

# CONTENTS

- 1. IMPORTANT INFORMATION FOR INTENDING RESIDENTS ..... 1
- 2. DIRECTORY ..... 2
- 3. DETAILS OF THE VILLAGE ..... 3
- 4. SERVICES AND FACILITIES AT THE VILLAGE ..... 3
- 5. YOUR OCCUPATION RIGHT AGREEMENT AND YOUR RIGHTS ..... 7
- 6. ENTRY AND EXIT PAYMENTS ..... 10
- 7. ONGOING CHARGES ..... 12
- 8. MAINTENANCE, REFURBISHMENT AND INSURANCE ..... 13
- 9. TERMINATION OF OCCUPATION RIGHT AGREEMENT ..... 16
- 10. OWNERSHIP, MANAGEMENT AND SUPERVISION OF THE VILLAGE ..... 18
- 11. DOCUMENTS AVAILABLE ..... 19
- 12. COOLING-OFF PERIOD ..... 20
- 13. INFORMATION ABOUT AVOIDING AN OCCUPATION RIGHT AGREEMENT 22
- 14. GLOSSARY ..... 24
- SCHEDULE 1 ..... 25
- SCHEDULE 2 ..... 27
- ESSENTIAL INFORMATION FOR YOU ..... 27

# 1. IMPORTANT INFORMATION FOR INTENDING RESIDENTS

**This section is as set out in Schedule 4 of the RV Regulations.**

*Decisions about retirement villages are very important. They have long-term personal and financial consequences.*

*You should read this Disclosure Statement carefully.*

*This Disclosure Statement draws your attention to some of the important matters you should consider before deciding to enter a retirement village.*

*Ask questions.*

*You must obtain advice from a lawyer independent of the operator of the village before you sign an occupation right agreement or ORA (the document which confers on any person the right to occupy a residential unit within the village and specifies any terms or conditions to which that right is subject).*

*It is common for there to be misunderstandings by residents and their families about:*

- *the kind of legal interest that the resident has in the village;*
- *what happens if the resident or their family wants to exit an occupation right agreement;*
- *the fees and charges that apply to entering, moving between units within, and leaving the village;*
- *the ongoing fees and charges.*

*It is important that you and your family understand what is involved in entering into an occupation right agreement to join a retirement village.*

*Although in most cases you will have 15 working days to cancel an occupation right agreement after signing it, you should consider the issues carefully before you sign any application form or agreement.*

## **Government Mandates**

Notwithstanding any other provision of this disclosure statement, it may be necessary to implement a number of changes to our business operations to comply with Government public health (including COVID-19) civil defence or other mandated restrictions. While such restrictions are in place, we will implement any changes we consider are required or to enhance and preserve the health, safety and wellbeing of all Residents and staff at the Village. Restrictions may apply to the removal or restriction of access to common areas and facilities, the services that may be offered, the maintenance that we may carry out, the access of visitors to the Village and other Village operations. You agree to comply with any policies we make in this regard. Any restrictions that are imposed will not result in a reduction in any amount payable under the

Occupation Right Agreement, including without limitation, the Amenities Fee or any Fixed Village Fees. You may discuss with the Village Coordinator or General Manager the extent to which these business operational changes apply throughout any mandated restrictions.

## 2. DIRECTORY

<b>Date of Disclosure Statement</b>	27 June 2024
<b>Date Lodged for Registration</b>	27 June 2024
<b>Village Name</b>	Ascot Retirement Village
<b>Village's Street Address</b>	211 Racecourse Road, Invercargill
<b>Operator's Details</b>	Bupa Retirement Villages Limited, a company registered under the Companies Act 1993 under number 1626627.
Registered office and address for service of the operator and the village	Level 2, 109 Carlton Gore Road, Newmarket Auckland 1023
Directors	Pedro Sanchez Soro Timothy Griffiths Julie Sellar
Contact Details	<i>Phone:</i> 09 985 9700 <i>Fax:</i> 09 985 5578 <i>Email:</i> <a href="mailto:settlements@bupa.co.nz">settlements@bupa.co.nz</a>
<b>Statutory Supervisor's Details</b>	Covenant Trustee Services Limited
Address	Level 6, 191 Queen Street, Auckland
Phone	09 302 0638
Email	<a href="mailto:team@covenant.co.nz">team@covenant.co.nz</a>
<b>General Manager's Details (Operator's agent)</b>	Gary Bell
Address	211 Racecourse Road, Invercargill
Office phone	03 217 5714
Mobile phone	027 839 8578
Email	Garry.Bell@bupa.co.nz
Office hours	8.45am to 4.45pm Monday to Friday

<b>Village Coordinator's Details</b>	Janet Hamlin
Address	211 Racecourse Road, Invercargill
Office phone	03 948 2605
Mobile phone	027 515 3762
Email	<a href="mailto:Janet.Hamlin@bupa.co.nz">Janet.Hamlin@bupa.co.nz</a>
Office hours	8.45am to 4.45pm Monday to Friday

### 3. DETAILS OF THE VILLAGE

#### State of the Village

The Village was constructed in 2012/2013 and as at the date of this Disclosure Statement is complete. The Residential Units are constructed of a brick and weatherboard exterior with a colour tile roof and aluminium window framing.

We do not have any current plans to build any further Residential Units at the Village. However, we may decide to further develop the Village in the future.

The Village and its facilities, paths, driveways, grounds, lighting, heating arrangements and security features (as described in section 4) are in a good and operable condition and standard of maintenance.

The number and type of Homes at the Village, along with information on the number of sales in the last 12 months is set out in sections 1 and 2 of Schedule 1.

### 4. SERVICES AND FACILITIES AT THE VILLAGE

#### Services offered at the Village

The following services are available at the Village:

Service	Details, including frequency and charges
<b>Gardening and lawn mowing</b>	We carry out gardening and lawn mowing of the common areas of the Village as required.
<b>Repair and maintenance</b>	We carry out repairs and maintenance of the common areas of the Village and the Homes as required. Some of the costs of this service are included in the Fixed Village Fee. Some costs are invoiced to residents as set out in section 8.
<b>Nursing and medical services</b>	<ul style="list-style-type: none"> <li>A wellness clinic run by a registered nurse is available to residents once a week. A consultation may include a check of your blood pressure, temperature, weight and blood sugar levels. There</li> </ul>

Service	Details, including frequency and charges
	<p>is no charge for the clinic. It is up to you as to whether you utilise the wellness clinic. The registered nurse will record information in consultation with you in a Wellness Record Booklet during each visit. Residents are responsible for keeping and bringing along their Wellness Record Booklet.</p> <ul style="list-style-type: none"> <li>• As the Village is independent living, we will not monitor your ongoing health needs, however at your request and subject to our terms, you will be entitled to up to seven care days each calendar year in the Care Home. Any unused days do not carry over into the next year. Care days are available: <ul style="list-style-type: none"> <li>○ To enable a carer to have a break from their caring responsibilities through us caring for you.</li> <li>○ If you become mildly unwell but not to the extent that you would require hospitalisation; and</li> <li>○ In other situations which will be considered in consultation with the care home or general manager, such as convalescing care after a medical illness, post-operative care and unforeseen emergency situations where a care home level of care would be appropriate. Residents may not use the seven care days to access the care home if they have infectious conditions such as gastro or COVID/influenza type viruses.</li> </ul> </li> </ul> <p>The seven care days are:</p> <ul style="list-style-type: none"> <li>○ Subject to availability, you meeting our admission criteria and the care home manager's approval to ensure that the care home can safely meet your medical needs; and</li> <li>○ At rest home or hospital level care for a standard room only. If a standard room is not available, we will provide you care in a premium room (if available) without charging you any premium room charges. Any longer stays, stays in a premium room (at your option), stays at a higher level of care and the provision of any additional</li> </ul>

<b>Service</b>	<b>Details, including frequency and charges</b>
	services for any stay will be charged at our standard rates.
<b>Emergency alarm system</b>	We provide an emergency alarm system in each Home which includes a base unit and one pendant per resident. The emergency alarm system is currently monitored offsite 24 hours a day.
<b>Provision of meals</b>	We can arrange for a main meal. The main meal will be charged at our standard rates and will be separately invoiced.  Meals delivered to a residents' Home will incur a small delivery charge.
<b>Shops and other services for the provision of goods</b>	Not provided.
<b>Laundry services</b>	We can arrange for laundry services. The supplier will invoice the Resident directly at its set rates.
<b>Hairdressing and other personal care services</b>	We arrange for regular hairdresser, beautician and podiatrist visits to the Village. The provider will invoice Residents directly at their set charges.
<b>Transport services</b>	We provide transport for a weekly shopping trip and arrange other outings. Residents are responsible for the cost of any events or attractions they attend.  If staff are available, they can accompany Residents to medical appointments. This service is charged at our standard rates.
<b>Recreation and entertainment services</b>	We operate weekly recreation and entertainment services in the Village and Residents will be invited to participate if they wish. A charge may apply for some of these services.
<b>Security Services</b>	We contract a security company to patrol the Village every night.
<b>Other</b>	We can arrange for Home cleaning services. The provider will invoice the Resident directly at their set rates.

Unless specified above, the costs of providing the above services are included in the Fixed Village Fee.

## Facilities offered at the Village

The following facilities are available at the Village:

<b>Facilities</b>	<b>Details, including limits on availability and charges</b>
<b>Dining facilities</b>	The community centre includes a dining room, which can be used for meals and the Residents' committee meetings.
<b>Lounge or television room</b>	Residents have access to the lounge/television room in the community centre.
<b>Laundry</b>	Each Home has its own laundry facilities.
<b>Gymnasium</b>	Not available
<b>Spa pool</b>	Not available
<b>Health clinic</b>	See details of the Wellness Clinic under the section on Nursing and medical services in the table above.
<b>Swimming pool</b>	You and your guests have access by key only to the swimming pool between 7am and 9pm.
<b>Tennis court</b>	Not available
<b>Pétanque court</b>	Not available
<b>Bowling green</b>	Not available
<b>Library</b>	The community centre includes a library.
<b>Other</b>	

Residents may use the facilities during reasonable hours and in accordance with the Village's Rules. Unless specified above, the cost of providing these facilities is included in the Fixed Village Fee.

## Moving into the Care Home

The Care Home is adjacent to the Village. The number of beds, levels of care and whether Care Suites are offered is set out in section 3 of Schedule 1.

If we consider it advisable or you have requested it, you agree to undertake a needs assessment at your cost to determine if you are eligible for residential aged care services. Your right to receive the appropriate care may depend on the result of this assessment.

If you have been assessed as requiring long-term residential aged care, a suitable room is available and you request it, we will transfer you into the Care

Home. We cannot guarantee that a suitable Care Home room will be available at the time you require it.

You will be responsible for the costs of any care, including any costs of additional services and any premium room charges. You may be eligible for a residential care subsidy from the Government for the care services if you meet the requirements of a needs assessment and means assessment.

## **5. YOUR OCCUPATION RIGHT AGREEMENT AND YOUR RIGHTS**

### **Nature of Your Interest and Occupancy Rights**

You are offered a contractual licence to occupy your Home called an Occupation Right Agreement or ORA. The ORA entitles you to reasonable exclusive use and occupation of your Home and we will not disturb you unless we need to.

The rights granted to you under your Occupation Right Agreement are personal contractual rights only and cannot be registered. The Occupation Right Agreement does not give you any interest in land, ownership right or tenancy in the Village or your Home.

If the Occupation Right Agreement is for two of you, you both hold the benefits and have obligations jointly. If one of you dies, the interest of that person automatically transfers to the other person.

Your Occupation Right Agreement is secured by a mortgage in favour of the Statutory Supervisor described in section 10 below.

### **Effect of Marriage or Civil Union on Your Occupation Right Agreement**

The Occupation Right Agreement is a personal licence to you to occupy your Home. If you marry or enter into a civil union, there is no change to the Occupation Right Agreement and it remains in your sole name.

### **New Spouse or Partner**

If you wish for your spouse or partner to occupy your Home with you then, provided that they meet our terms and conditions for entry, we may consent and if so will require you and your spouse or partner to sign a Long Term Guest Agreement (on our then current terms) setting out the terms of occupation by your spouse or partner.

If you would like your spouse or partner to become a resident of your Home under an Occupation Right Agreement, you will need to ask us for approval. We will require your original Occupation Right Agreement to be terminated and replaced with a new Occupation Right Agreement on our then current terms.

### **Varying Occupation Right Agreement**

The Occupation Right Agreement can only be varied or amended if you and we both agree to do so. Any variation will be recorded in writing.

## Your Rights

In addition to the rights you have under the Code of Residents' Rights, you and other residents of the Village, have the following rights:

<b>Right</b>	<b>Details, conditions and any limitations</b>
<b>To borrow against or grant a security interest over your right to receive the Exit Payment.</b>	Allowed with our prior written consent.
<b>To have guests (including companion or carer) stay.</b>	You may have up to two guests stay with you for up to four weeks in any 12 month period. If you get our consent, you may have guests for longer stays or have a larger number of guests stay. We may require any guest to leave if we consider on reasonable grounds that other residents' enjoyment of the Village is negatively affected by their stay.
<b>To keep a pet in your Home.</b>	Is only allowed with our prior written consent. We may withdraw our consent at any time.

## Rights you do not have

You, and other residents, do not have the following rights:

<b>To mortgage or borrow against your interest in your Home.</b>
<b>To sell or market your Home. Please see section 9 for further information on how we sell and market the Home following termination of your Occupation Right Agreement.</b>
<b>To have a person board with you in your Home.</b>
<b>To have a person stay in your Home to look after it for you while you are away.</b>
<b>To let or sub-licence your Home to another person.</b>

## Limits on living in or using your Home

You, and other residents of the Village, are subject to the following limitations on your use of your Home:

<b>Alterations</b>	You must not make any alterations or additions to your Home or modify the Operator's Chattels, fit aerials or other items such as security alarms or cameras without our prior written consent. We may require the Home to be reinstated to its original condition on termination (at your cost).
<b>Disability or mobility alterations</b>	If you have a disability you are entitled to alter your Home if it does not meet your needs. If you wish to make such alterations, you must give us written notice and consult with us. We will undertake such alterations at your cost and may require the Home to be reinstated to its original condition on termination (at your cost).
<b>Personal use and occupation</b>	Your Home must only be used for your personal use and occupation, subject to any rights to have people stay in your Home as described above.
<b>Rules</b>	All residents are expected to comply with our Village Rules at all times and ensure their guests are made aware of and comply with the Rules (as applicable to guests). We may change the Rules (to address any health and safety concerns, regulatory changes and/or where we reasonably consider a change is warranted for the benefit of residents or proper operation of the Village), provided we consult with residents and any change does not affect or detract from your existing rights. We will give you reasonable notice of any changes to the Rules before they take effect.
<b>Your relationships with others</b>	You must not do anything or omit to do anything that causes a nuisance, annoyance or distress to any person in the Village. You will treat others at the Village with courtesy and respect their rights.
<b>Damage</b>	You must not intentionally do anything which damages your Home.
<b>Access to your Home</b>	You will allow us at all reasonable times to enter your Home to carry out inspections, give you any agreed services, or carry out any repairs or alterations we consider reasonably necessary. In doing so we will try to cause you as little disturbance as possible. We will try to give you reasonable notice of at least 24 hours' notice wherever possible. If we are providing you with services in your Home, we can enter your Home at any reasonable time for the purpose of providing those services. We will, where practicable, endeavour to notify you in advance of the timeframe in which these

	services are likely to be provided in your Home. You agree to waive notice in cases of emergencies.
--	---

**6. ENTRY AND EXIT PAYMENTS**

**Entry Payment**

To secure an interest in a Home, you must pay us an Entry Payment. The Entry Payment for the Home you are interested in is shown in Schedule 2. The amount of the Entry Payment depends on the Home you are interested in and is set by us.

A deposit is payable when you apply for a Home with the balance of the Entry Payment payable on the Commencement Date of the Occupation Right Agreement. The amount of the deposit is agreed between us on application and is credited against the Entry Payment.

**Circumstances in which you are entitled to a refund**

You are entitled to a refund of your Entry Payment if you exercise your rights during the cooling-off period to cancel your Occupation Right Agreement. Please see section 12 for further details.

You will also be entitled to a refund of your Entry Payment, if you avoid your Occupation Right Agreement under section 31(1) of the RV Act. Please see section 13 for further details.

If you have paid a deposit but your application does not proceed, you are entitled to a refund of that deposit along with any interest earned on that deposit (but less any tax).

**90-day money back guarantee**

If you decide that your Home or the Village is not for you, you can give us notice that you want to leave at any time between 60 and 90 days of the Commencement Date, subject to the conditions set out in the Occupation Right Agreement. If this happens, we will pay you your Exit Payment without deduction of the Amenities Fee (but subject to all other permitted deductions). You must vacate your Home within 20 Working Days of giving us your notice. We will pay you within 20 Working Days of the Vacation Date.

This guarantee does not apply if you need to leave your Home for health reasons or if your Occupation Right Agreement terminates on death.

**Capital Gain and Capital Loss**

You receive no capital gain on the sale of a new Occupation Right Agreement for your Home and bear no capital loss.

## Exit Payment

After the Occupation Right Agreement is terminated and on the Exit Payment Date, we pay to you the Exit Payment. This is an amount equal to the Entry Payment, less the following deductions:

- The Amenities Fee, which is a maximum amount equal to 28% of the Entry Payment if one person is named as the Resident or 30% of the Entry Payment if two people are named as the Resident.

The Amenities Fee is owed to us at the rate of:

- 9½% of the Entry Payment per year if one person is named as the Resident; or
- 10% of the Entry Payment per year if two people are named as the Residents.

It is calculated on a daily basis from the Commencement Date until the earlier of:

- the Vacation Date; or
- the expiry of three years (based on 1,095 days).

If two people are named as the Resident upon the commencement of the Occupation Right Agreement, then the Amenities Fee will not be reduced if one of the residents subsequently ceases to occupy the Residential Unit. The Amenities Fee is set by us and represents a contribution towards the general cost of supplying accommodation, communal Village facilities and related services;

- Any amounts we are entitled to invoice you for which remain unpaid or were not yet invoiced;
- Any amount due to Bupa Care Services NZ Limited (under an admission agreement for care services or an occupation right agreement for a Care Suite) which you have agreed can be deducted from the Exit Payment; and
- Any other money due or that will be due from you under the Occupation Right Agreement for your Home or under any occupation right agreement for a Care Suite issued to you (or to one of you if there are two named residents under the Occupation Right Agreement).

## Interest Payable

We will pay you interest less resident withholding tax on the Exit Payment (net of the deductions listed above) if we have not paid you the Exit Payment (less deductions) within six months and 15 Working Days after the Vacation Date unless moneys are being held by the Statutory Supervisor pending probate and/or receipt of appropriately signed termination documents as may be reasonably required by us or the Statutory Supervisor. The interest payable shall be calculated at the official cash rate (OCR) plus 2% per year and will accrue daily from the date that is six months and 15 Working Days after the Vacation Date until the Exit Payment Date.

## 7. ONGOING CHARGES

You must pay the ongoing charges detailed below. The current amounts of the charges for the Home you are interested in are shown in Schedule 2.

### Fixed Village Fee

The Fixed Village Fee is your contribution to the cost of the Village Outgoings that we incur in the operation of the Village. The Occupation Right Agreement sets out details of those Village Outgoings. Amounts payable for maintenance (except where you are responsible), rates and insurance (except for insurance of your personal belongings) are included in the Fixed Village Fee.

The amount of the Fixed Village Fee is determined by us and advised to you and, once fixed, will not be increased during the term of your Occupation Right Agreement. We may set different Fixed Village Fees for different residents.

The Fixed Village Fee is payable by you by direct debit from the Commencement Date to the Vacation Date. Payment of the Fixed Village Fee continues while you are absent from your Home, as these payments cover the ongoing day to day costs of the Village including rates and insurance.

We retain the Fixed Village Fees we receive to cover the costs of the Village Outgoings.

### Services Fee

This Village does not offer Serviced Apartments and therefore no Services Fees are applicable.

### Additional Services Fee

If you request us to provide or arrange any Additional Services not included in the Village Outgoings, you will pay the cost set by us or the provider for such service. If we provide the Additional Services, we may change the fee for any Additional Services provided to you where there is a change in the cost to us of providing the Additional Services, subject to any requirement to consult with you under your Occupation Right Agreement. Any changes to the fees for Additional Services will generally correspond, and be proportionate, to the change in the

cost to us of providing the Additional Services. Any change will take effect no less than one month after we give you notice of the change. If a service provider provides the Additional Services, the costs will be set by them and subject to change as they determine.

Costs for regular and ongoing Additional Services are payable by you by direct debit. Costs for any one-off or occasional Additional Services will be payable by you on invoice, no later than the 20<sup>th</sup> of the month following the date of the invoice.

### **Other Costs**

You are liable to pay all your utility costs relating to your Home directly to the relevant provider, except where any utilities are included in the Fixed Village Fee.

If any ongoing charge is not paid within 15 Working Days of the due date, we are entitled to charge interest on the outstanding amount at a rate set out in your Occupation Right Agreement until it is paid.

We do not anticipate introducing any new ongoing charges, or changing the existing ongoing charges, except as disclosed above.

## **8. MAINTENANCE, REFURBISHMENT AND INSURANCE**

### **Our Maintenance Responsibilities**

We are responsible for maintaining the common areas and buildings of the Village (including each Home) and keeping them in good order and condition.

We will take responsibility for arranging any repairs or maintenance to the Home and any repairs of the Operator's Chattels or fixtures in the Home (and their replacement at the end of their normal economic life) that we consider, acting reasonably, is required. We will be responsible for the costs of such repairs and maintenance, except where required due to damage caused by you or your guests intentionally, carelessly or negligently beyond Fair Wear and Tear.

We endeavour to ensure that the Village meets residents' current needs by maintaining the Village in good order and condition. We cannot ensure that the Village meets your changing needs but we do offer access to the Care Home as set out in section 4.

The Village community facilities meet the requirements of the national standards identified in NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities), to the extent that it applies.

### **Long-term Maintenance Fund**

The Village has a long-term maintenance fund. The balance of the long-term maintenance fund and details of expenditure planned from the fund as at the date of this disclosure statement is set out in section 4 of Schedule 1. Your contribution towards the long-term maintenance fund is made through your Fixed Village Fee.

The fund can be used for works as outlined in the Village's long-term maintenance plan, and cannot be used for refurbishing a vacant Home following termination.

Any contributions made by you to the fund are not refunded to you when you leave.

We will report on how we propose to pay for the maintenance and periodic upgrading of the Village property to the residents' Annual General Meeting.

### **Your Maintenance Responsibilities**

You are responsible for keeping your Home (including the Operator's Chattels and any car park) and its surrounds clean and tidy, ensuring everything is kept in good working order and proper condition. You may not move, cut down or trim plants in the landscaping of the communal areas. Please contact the Village Coordinator if you have any issues with the planting in communal areas.

If you wish to have the interior of your Home upgraded or refurbished during the term of the Occupation Right Agreement (for example, have the carpet changed), then we will arrange for the necessary works to be carried out, and you will be responsible for paying such costs upon invoice. We are not required to (and will not) refurbish any part of your Home if it is in proper operational order and condition.

You are also responsible for paying our costs to repair any damage beyond Fair Wear and Tear to the Village caused intentionally, carelessly or negligently by you or your guests where required under the Occupation Right Agreement.

### **Our Insurance Responsibilities**

We are responsible for maintaining a comprehensive insurance policy for loss or damage or destruction caused by fire, accident or natural disaster for the Village (including the Homes and Operator's Chattels), for its full replacement value. Such insurance must be to the Statutory Supervisor's satisfaction.

We hold the following insurance policies:

- Comprehensive property damage and business interruption insurance;
- Motor vehicle insurance covering the value of Bupa's motor vehicle fleet;
- Legal liability insurance;
- Medical malpractice insurance;
- Professional indemnity insurance; and
- Directors' and officers' liability insurance.

All policies are subject to excesses.

## Your Insurance Responsibilities

You are strongly recommended to (but are not required to) insure your personal belongings for loss and damage under an appropriate policy. You are required to insure any vehicle that you keep at the Village. We are not responsible for any loss or damage to your belongings or vehicle, except if we are liable under your occupation right agreement or any law.

If we suffer any loss or damage as a result of your, or your visitors', deliberate acts, carelessness or negligence (but excluding any loss or damage for Fair Wear and Tear), we may require, acting reasonably, that you:

- reimburse us for any insurance policy excess, where such loss or damage is covered by our insurance (limited to a maximum amount of \$500); or
- compensate and reimburse us in full, where the insurance monies have been rendered irrecoverable as a consequence of your acts, carelessness or negligence or where such loss or damage is not covered by our insurance.

## Damage or Destruction of your Home

The following apply if your Home is damaged or destroyed by fire, accident, natural disaster or any other events which is not due to your, or your visitors', acts or omissions and your home becomes uninhabitable (**Damage Event**).

- The calculation of the Amenities Fee will be suspended from the date of the Damage Event (unless we provide you temporary accommodation, in which case the calculation shall continue) until your Home or its replacement is ready for occupation.
- The Fixed Village Fee and any Services Fee will be suspended from the date of the Damage Event until your Home or its replacement is ready for occupation. If we provide you temporary accommodation, we may require you to pay the actual cost of personal services and outgoings relating to that temporary accommodation. Any such costs will be determined on a case by case basis and agreed between the parties at the time of your move to the temporary accommodation.
- If, following a Damage Event and subsequent consultation with you, we decide it is not practicable to repair or replace your Home either:
  - the Occupation Right Agreement is automatically terminated (unless the bullet point below applies), and we will pay you the Exit Payment without deducting any Amenities Fee, but we will be entitled to deduct any other amounts due to us; or
  - we offer you an option to transfer to another Home (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by us which is in reasonable proximity to the Village and you do not accept such offer, the usual Exit Payment provisions and deductions will apply including the Amenities Fee.

## **9. TERMINATION OF OCCUPATION RIGHT AGREEMENT**

### **Termination**

The Occupation Right Agreement sets out the terms on which it can be terminated.

### **Exit Payment Date**

We must pay you the Exit Payment (net of the permitted deductions) no later than five Working Days after we hold a new Occupation Right Agreement for the Home and we receive full settlement of the new resident's Entry Payment for the Home. To be clear, this means that we will not pay you until the new resident's cooling off period has expired and their Occupation Right Agreement has settled.

However, the above is subject to our Buyback commitment described below, and in some circumstances the payment will be made on a different date as set out in the Occupation Right Agreement.

### **Buyback**

If we have not entered into a new Occupation Right Agreement for the Home and received full settlement thereunder within 12 months after the Vacation Date, we will pay you the Exit Payment (net of the permitted deductions) no later than the date which is five working days after the anniversary of the Vacation Date ("Buyback").

The above Buyback obligation will be suspended during any period where an event or circumstance (either individually or taken together with other events or circumstances) is occurring which in our opinion has, or is expected to, materially and adversely impact our cash flow position (e.g., a global pandemic).

We will consult with the Statutory Supervisor before suspending the Buyback obligation and will give you seven working days' prior written notice. We will also notify you once the circumstances have resolved and will promptly pay you your Exit Payment (net of the permitted deductions) thereafter. Interest will continue to be payable on your Exit Payment (see section 6) during any period when the Buyback is suspended.

### **Ongoing Charges Payable after Termination**

No ongoing charges will continue to be payable after the Vacation Date.

### **Effect of Termination on Other Persons Living in Home**

Any persons living or staying with you who are not named as a resident in the Occupation Right Agreement must vacate the Home by the date of termination of the Occupation Right Agreement.

### **Marketing of the Home**

We control, at our cost, the sale and marketing of the Home when your Occupation Right Agreement terminates. We will take all reasonable steps to

obtain a new resident for the Home. You are entitled to introduce a new resident to us. We are not obliged to accept any prospective resident who we consider as unsuitable for the Home or the Village.

We will consult with you about when the Home goes on the market and the general nature of the marketing plan. We will keep you informed of the marketing progress on a monthly basis.

If a new Occupation Right Agreement is not entered into within three months of termination, we will let you know in writing and will then provide monthly written reports on the process, stating the steps we have taken and the progress that has been made.

If after six months a new Occupation Right Agreement is not entered into, we will obtain a valuation (at our cost) of the Home by an independent registered valuer with experience in valuing retirement village units, to establish a suitable price for marketing the Home. We will market the Home at this price. If you do not agree with the valuation, you have the right to obtain a second valuation performed by an independent registered valuer, at your cost. If a second valuation is obtained, we will consider it when setting the price.

### **Independent Living Transfer Payments**

We acknowledge that you may wish to move to another independent living home within the Village. We will try to enable a transfer subject to:

- The availability of another independent living home;
- Our satisfaction that the home will be suitable for you; and
- A new resident agreeing to purchase an occupation right agreement for your Home.

The terms that will apply to your transfer to another independent living home will be:

- The Entry Payment for your current Home will be applied to the entry payment for your new home. If there is a difference between the entry payments then:
  - If the entry payment for your new home is more than the entry payment for your current Home, you will pay us the extra amount before you move into your new home.
  - If the entry payment for your new home is less than the entry payment for your current Home, we will pay you the difference within five Working Days after we hold a new occupation right agreement and receive full settlement of the entry payment from a new resident for your current Home (or, if applicable on the Buyback date provided under section 9).
- You will pay a transfer fee of 5% of the entry payment of your new home.

- You will pay one amenities fee which will be based on the greater of the entry payment for your current Home and your new home. This will be at the same rate set out in your Occupation Right Agreement. This will be calculated from the Commencement Date of your current Home.
- Your Fixed Village Fees may change. We will discuss and confirm any changes to your Fixed Village Fees with you before you make a decision to transfer.
- You will enter into a new occupation right agreement based on the then current terms.
- You will be responsible for all costs of moving to your new home.
- We are not required to give preference to residents requesting transfers and you may not be able to transfer to your preferred unit if we have received an application for the same unit from an intending resident of the Village.

## **10. OWNERSHIP, MANAGEMENT AND SUPERVISION OF THE VILLAGE**

### **Our Interest in the Village**

As the Operator, we are responsible for meeting all the obligations to you under your Occupation Right Agreement. We own the underlying freehold interest in the Village land, which is registered as identifier 577763 (Southland Land Registration District).

The Village land is subject to a mortgage in favour of the Statutory Supervisor to secure our obligations to residents. There is no maximum sum secured by this charge.

### **Management Arrangements for the Village**

We carry out the day to day management of the Village ourselves.

We are a subsidiary of Bupa Care Services NZ Limited, one of New Zealand's largest companies involved in the provision of rest home and hospital services to older persons. Bupa Care Services NZ Limited operates 39 care homes throughout New Zealand. We operate 35 retirement villages throughout New Zealand, with further villages under development. Bupa Care Services NZ Limited is experienced in building caring communities through its village units, care homes, general and specialised hospital care throughout New Zealand. This experience should ensure that the Village is developed, maintained and operated in a professional and effective manner.

We will consult with residents if we decide to appoint a new entity as manager of the Village. However, we will not consult with residents if we decide to employ any new staff members.

## Key Staff at the Village

We have employed a General Manager to oversee the operations of the Village and the Care Home, and a Village Coordinator to assist the General Manager in the day to day operation of the Village. Their details are set out in section 2.

The Village Coordinator will be available at the Village during the office hours (excluding public holidays and annual leave periods). In an emergency, the General Manager and Village Coordinator can be contacted on the mobile number which is listed in Section 2.

## Residents' Committee

The residents are entitled to establish a residents' committee at the Village. We are not bound to incur any expenditure by any decision of the residents' committee. Subject to our need to operate the Village without undue interference and to provide services for the benefit of all residents, the committee enables residents to express their views collectively and engage with management regarding the operation of the Village.

## Supervision of the Village

We have appointed the Statutory Supervisor of the Village detailed in section 2.

Under the RV Act, the operator of a retirement village must appoint a statutory supervisor for the village unless the Registrar of Retirement Villages grants the operator an exemption.

The core duties of a statutory supervisor are to:

- Provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the retirement village; and
- Monitor the financial position of the retirement village; and
- Report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and
- Perform any other duties that are imposed by the RV Act or any other Act, any regulations made under the RV Act, and any documents of appointment (being the Deed of Supervision).

## 11. DOCUMENTS AVAILABLE

Copies of the following documents are available to residents or intending residents upon request. Requests can be made to us or our staff:

- Our audited financial statements
- Sample of the Occupation Right Agreement, including the Rules relating to the Village

- Deed of Supervision between us and the Statutory Supervisor.

## Financial Accounts

The RV Act requires us to prepare and register our audited financial statements. These financial statements are prepared by us and audited by PwC. Our audited financial statements are available by searching the Village's file on the Retirement Villages Register. This can be accessed on the Companies Office website at [www.companiesoffice.govt.nz](http://www.companiesoffice.govt.nz) under "All Registers" and they can be found as an attachment to the annual return. There is no requirement for separate financial statements to be prepared for the Village.

## 12. COOLING-OFF PERIOD

A resident has certain rights during their cooling-off period. The cancellation provisions in the Occupation Right Agreement offered to you are the same as those described in section 28(1) of the RV Act.

Following is a copy of Section 28 of the RV Act:

- (1) *An occupation right agreement must contain a provision allowing a resident (other than a person who is a resident solely because paragraph (c) of the definition of resident applies to that person) to cancel the agreement,—*
  - (a) *without having to give any reason, by notice given not later than 15 working days after the agreement is signed by the resident; and*
  - (b) *if the agreement relates to a residential unit to be built or completed at a later date and the residential unit is not finished to the point of practical completion within 6 months after the proposed date for completion of the unit, by notice given at any time after the expiry of that 6-month period.*
- (2) *Notice of cancellation—*
  - (a) *must be in writing and in a form that indicates (irrespective of the exact words used) the intention of the resident to cancel the agreement; and*
  - (b) *may be given by the resident or any person authorised in writing by the resident to act on his or her behalf.*
- (3) *The notice may be given to—*
  - (a) *the operator; or*
  - (b) *the real estate agent or other person who dealt with the resident on behalf of the operator when the resident acquired an occupation right, unless the operator has notified the resident that the person has ceased to act on behalf of the operator; or*
  - (c) *any person who the operator has notified the resident is a person authorised to receive communications on behalf of the operator.*

- (4) *The operator is entitled to reasonable compensation for services provided to the resident under the occupation right agreement and for damage to a residential unit or any facilities in the retirement village for which the resident is responsible before the cancellation takes effect.*
- (5) *Despite subsection (1), an occupation right agreement may contain a cancellation provision of the kind referred to in subsection (1) that is more favourable to the resident than the provision referred to in subsection (1), but, if the agreement fails to contain any provision of the kind referred to in subsection (1) or contains a provision that is less favourable to the resident than that provision, the agreement is deemed to contain the provision referred to in subsection (1).*

### **Definitions relating to cooling-off period**

The definitions below are taken from the RV Act and relate only to terms used in Section 28 (above):

**facilities**, *in relation to a retirement village, means facilities of a shared or communal kind provided in the retirement village for the benefit of residents of the retirement village and includes recreational facilities and amenities*

**occupation right agreement** *means any written agreement or other document or combination of documents that—*

- (a) *confers on any person the right to occupy a residential unit within a retirement village; and*
- (b) *specifies any terms or conditions to which that right is subject.*

**operator**, *in relation to a retirement village, means any person who is 1 or more of the following:*

- (a) *a person who is, or will be, liable to fulfil all or any of the obligations under occupation right agreements to residents of the village;*
- (b) *a holder of a security interest who is exercising effective management or control of the retirement village;*
- (c) *a receiver of the property comprising the retirement village, or the liquidator of the person to whom either of paragraph (a) or paragraph (b) applies*

**resident** *means any of the following:*

- (a) *a person who enters into an occupation right agreement with the operator of a retirement village;*
- (b) *a person who, under an occupation right agreement, is, for the time being, entitled to occupy a residential unit within a retirement village, whether or not the agreement is made with that person or some other person;*

- (c) *if the occupation right agreement so provides or with the consent of the operator of the retirement village, the spouse, civil union partner, or de facto partner of the person referred to in paragraph (b) who is occupying the residential unit with that person, or after that person's death or departure from the retirement village.*

**residential unit or unit** means a building, or part of a building, that is a house, flat, townhouse, unit, serviced unit or apartment (whether or not it has cooking facilities), villa, or similar dwelling erected, or currently used, primarily and principally as a unit of accommodation; and includes any land, improvements, or appurtenances belonging to the unit or usually enjoyed with it.

**services** means services provided at a retirement village of 1 or more of the following kinds:

- (a) *gardening, repair or maintenance services;*
- (b) *nursing or medical services;*
- (c) *the provision of meals;*
- (d) *shops and other services for the provision of goods;*
- (e) *laundry services (not being the provision of facilities for residents to carry out their own laundry);*
- (f) *services (for example, hairdressing services) for the personal care of residents;*
- (g) *transport services;*
- (h) *services for recreation or entertainment;*
- (i) *security services;*
- (j) *other services for the care or benefit of residents.*

### **13. INFORMATION ABOUT AVOIDING AN OCCUPATION RIGHT AGREEMENT**

This section is as set out in Schedule Five of the RV Regulations.

*Section 31 of the RV Act gives you the right to avoid an agreement that you enter into for the right to occupy a residential unit in a retirement village, but only if you enter into the agreement in the circumstances described in a row of the table below and the circumstances involve:*

- *a significant detriment to you; or*
- *a material (not merely technical or minor) breach of the RV Act; or*
- *deliberate misconduct by the operator of the village.*

You can use the right only by giving written notice to the operator of the village, and the statutory supervisor (if there is one) of the village, within the period described in the relevant row of the table.

<b>Circumstances</b>	<b>Period</b>
<b>The village was not registered, but was required to be.</b>	Three years after you entered into the agreement or six months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first.
<b>The registration of the village was suspended and the operator had been notified of the suspension.</b>	Three years after you entered into the agreement or six months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first.
<b>The agreement did not contain, in clear and unambiguous form, the material it was required by the Act to contain.</b>	One year after you entered into the agreement or six months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first.
<b>You did not receive independent legal advice before entering into the agreement.</b>	One year after you entered into the agreement or six months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first.
<b>Before entering into the agreement, you did not receive a disclosure statement that complied with the Act, the residents' code of rights, the code of practice or a statement when the code would come into force, and a copy of the agreement.</b>	One year after you entered into the agreement or six months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first.

You should seek legal advice before using the right.

If you use the right, you are entitled to a refund of some amounts you paid for the right to occupy the unit and for services or facilities that were not provided, interest on those amounts, and your actual and reasonable costs associated with using the right (such as legal expenses and removal costs).

*The operator may dispute your use of the right, refer the dispute to a disputes panel under the RV Act and refuse to pay the refund while the dispute is unresolved.*

## 14. GLOSSARY

Following is a list of terms that are used throughout this disclosure statement, with an explanation of their meanings. Terms not explained here have the same meaning as in the Occupation Right Agreement.

<b>Term</b>	<b>Meaning</b>
<b>Care Home</b>	The residential aged care home situated adjacent to the Village which is operated by Bupa Care Services NZ Limited.
<b>Occupation Right Agreement or ORA</b>	The document which sets out your right to occupy a Home at the Village. It also specifies the terms and conditions that apply to that occupation right.
<b>Operator's Chattels</b>	Any chattels or goods installed in your Home by us.
<b>Resident</b>	A person or persons who have entered into an Occupation Right Agreement for a Home.
<b>Home</b>	A villa at the Village which is used for the accommodation of a resident.
<b>RV Act</b>	The Retirement Villages Act 2003, including any amendments to it.
<b>RV Regulations</b>	The Retirement Villages (General) Regulations 2006, including any amendments.
<b>Village</b>	The retirement village detailed in section 2, including the Homes and all communal areas and facilities used by residents.

# SCHEDULE 1

## 1. Homes at the Village

As at 30 April 2024, there are the following Homes in the Village:

Type of Home	Completed	Vacant	Occupied	To be Completed
Villa	62	1	61	-
<b>TOTAL</b>	62	1	61	-

## 2. Disposals in the last 12 Months

Listed below are details of Homes which were disposed of in the 12 months prior to 30 April 2024 which have been previously occupied:

Home	Time Taken to Dispose of (in days)
Villa 010	165
Villa 024	119
Villa 011	72
Villa 047	70
Villa 027	256
Villa 004	111

The average time taken to dispose of previously occupied Homes was 132 days.

The time taken to dispose of a previously occupied Home is calculated from the Vacation Date until the earlier of the date we settle an Occupation Right Agreement for the Home to a new resident or the date the outgoing resident receives their Exit Payment.

These averages do not include any time taken to dispose of Homes which are currently on the market and have not yet settled. Inclusion of the disposal times for these Homes may significantly alter the average time given.

No Residential Units were disposed of in the twelve months prior to 30 April 2024 which were unoccupied prior to their disposal.

### 3. Care Home Details

Level of Care	Number of Beds
Rest Home	40
Hospital	40
Dementia	24
<b>Total</b>	<b>104</b>

Care Suites are not available at this Care Home.

### 4. Long-term maintenance fund

As at 30 April 2024, the balance of the long-term maintenance fund was \$106,996.33.

The expenditure planned from the long-term maintenance fund is for:

- Painting the interior corridors of the Community Centre \$10,000.00
- Furniture replacement \$10,000.00
- Painting the exterior of the Community Centre \$25,000.00
- Replacement of vinyl in the Community Centre \$ 7,000.00
- Villa exterior paint – stage 1 \$70,000.00

The Operator reserves the right to alter this plan as required.

## SCHEDULE 2

### ESSENTIAL INFORMATION FOR YOU

The information in this section is prepared solely for you as at *[date]*.

Your name(s)	[ ] and [ ]
Home	[insert home number] [Villa/Apartment/]
Entry Payment	[\$ ]
Amenities Fee	<b>Maximum amount of \$[ ]</b> (being [28/30]% of the Entry Payment)
Fixed Village Fee	<b>[\$ ] per week</b> (based on \$[ ] per day)

Examples of the estimated financial return that you, or your estate, could expect to receive on the disposal of your vacant Home are set out below:

Term	Entry Payment	Amenities Fee	Estimated Financial Return
<b>Two years</b>	[\$ ]	<b>[18<sup>2</sup>/<sub>3</sub>/20]% of Entry Payment</b>	[\$ ]
<b>Five years</b>	[\$ ]	<b>[28/30]% of Entry Payment</b>	[\$ ]
<b>Ten years</b>	[\$ ]	<b>[28/30]% of Entry Payment</b>	[\$ ]

#### Assumptions:

The estimated financial return is calculated on the following assumptions:

- Your Entry Payment is as set out above;
- The Amenities Fee is calculated in accordance with the Occupation Right Agreement and there has been no Damage Event;
- No deductions from the Exit Payment except for the Amenities Fee are required to be made.

The method of calculating the above information is in accordance with the details set out in section 6 and the Occupation Right Agreement.

The estimated financial return is not affected by a termination arising from a breach by you or by your voluntary decision to terminate the Occupation Right Agreement.