



**[VILLAGE LONG NAME]
OCCUPATION RIGHT AGREEMENT**

[OPERATOR LONG NAME]

[NAME OF RESIDENT]

CARE SUITE [NUMBER]

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INTRODUCTION

We own the retirement village, which provides accommodation, facilities and services mostly for persons in their retirement. You have applied to become a resident of the Village and the Care Suite and we have accepted your application. This Occupation Right Agreement sets out the terms and conditions that apply to your residency of the Care Suite, including our obligations to you, and your obligations to us. If you are receiving long-term residential care from us you will also need to sign an Admission Agreement for occupation of your Care Suite and the provision of services to you.

To help understand the Agreement, some words and phrases used have been defined. These words and phrases are shown with capital first letters and the full meanings are set out in Clause 1 or Schedule One.

IT IS AGREED:

1 ESSENTIAL INFORMATION

1.1 Date of Agreement

The date of this Agreement is: _____

1.2 Parties

Operator: **[Operator Long Name]** ("we" or "us")

Resident: **[Name of Resident]** ("you")

1.3 Care Suite

Care Suite: **[number] and includes any other Care Suite that you may transfer to**

Village: **[Village Long Name]**

Address: **[Physical Address of Village]**

1.4 Commencement

The Commencement Date is: _____

[The Proposed Date for Completion of the Care Suite is:] **[insert date]/[delete if Care Suite is complete]**

1.5 Entry Payment

On the Commencement Date you will pay us an Entry Payment of **[\$[insert amount]]**.

1.6 Exit Payments

On the Exit Payment Date we will pay you your Exit Payment of **[\$insert amount]** less the following deductions:

Deferred Management Fee (DMF): A maximum amount of **[\$insert amount]** which is equal to **[30/15]%** of the Entry Payment.

The DMF is charged and payable to us on the Exit Payment Date.

[For New Residents]

The DMF will be a minimum of \$5,000 and increases over time. It is calculated on a daily basis at a rate equal to 15% of the Entry Payment per year. The DMF will be calculated from the Commencement Date until the earlier of the Vacation Date or two years from the Commencement Date.

[For Transferring Residents]

The DMF will be a minimum of \$5,000 and increases over time. It is calculated on a daily basis at a rate equal to 7.5% of the Entry Payment per year. The DMF will be calculated from the Commencement Date until the earlier of the Vacation Date or two years from the Commencement Date.

Outstanding amounts: Any other amounts owing to us, or the operator of any Arvida Care Centre

1.7 Packages

You have selected and we will provide you with **[the Care and Support Package/Rest Home Level Care/Hospital Level Care/Specialist Dementia Care]**.

1.8 Regular Payments

You will also make the following payments to us:

- Package Payment: Initially **[\$insert amount]** per week, payable as **[\$insert amount]** each month
- Additional Items: **[\$insert amount, if any]**

1.9 Special Provisions

[insert details if any]

[For Care Suites – Transferring Residents]

- (a) As you currently hold an occupation right agreement for a unit at the Village or another Arvida Village ("Prior ORA"), you and we agree that [all /\$[part] of the Entry Payment is deferred until the earlier of:
- (i) the date you receive your termination proceeds for the prior occupation right agreement; or

- (ii) the Exit Payment Date of this Agreement.
- (b) The deferred amount is interest free and is a charge against the Exit Payment payable to you following termination of this Agreement.
- (c) [We will advance to you the unpaid balance of the Entry Payment, being \$[figure], on the Commencement Date to be applied by us solely towards the Entry Payment ("Advance"). The Advance is interest free and is repayable by you on the Exit Payment Date. The Advance is a charge against the Exit Payment payable to you on termination of this Agreement, and we will set off repayment of the Advance against your Exit Payment.]
- (d) If you give notice of termination of this Agreement or this Agreement is otherwise terminated before full payment of the Entry Payment we will be entitled to charge you the DMF and Exit Payment will be reduced by the deferred amount.
- (e) The day you move in to the Care Suite is the termination date of your Prior ORA, so you and we (or the operator of the prior Village) are released from the respective obligations under the Prior ORA (except for liability for any previous breach of the Prior ORA) as at the Commencement Date of this Agreement.
- (f) You and we agree that the Entry Payment contains no element of capitalised interest and that where in relation to this Agreement it is necessary to determine "the lowest price" the parties would have agreed upon for the Entry Payment at the time this Agreement is entered into, the consideration payable pursuant to this Agreement is the lowest price that they would have agreed upon in accordance with Section EW 32(3) of the Income Tax Act 2007 and any legislation replacing that section.

2 YOUR APPLICATION

Representations

- 2.1 In agreeing to enter into this Agreement with you we have relied on the basis of any reports and information you have given us in connection with your application for this Agreement.

Conditions

- 2.2 When you sign this Agreement it remains subject to any conditions in your application form.

3 YOUR RESIDENCY RIGHTS

- 3.1 From the Commencement Date we grant to you and you accept a licence to occupy your Care Suite, on the terms of this Agreement.
- 3.2 If we are providing you with long-term residential care in your Care Suite, an Admission Agreement must be entered into by you within five Working Days of the date such care starts. The Admission Agreement will not replace this Agreement and this Agreement will prevail if any terms conflict.
- 3.3 Your rights in this Agreement are personal contractual rights only and cannot be registered. You do not have any ownership right or interest or leasehold rights in the Village or the Care Suite.
- 3.4 You are entitled to take occupation of your Care Suite and move in on the Commencement Date, provided you pay the Entry Payment to us.

- 3.5 No transfer of this Agreement into the name of your personal representative (following death) will be allowed.
- 3.6 We will provide and install the Operator's Chattels in your Care Suite.
- 3.7 You are entitled to use the Community Facilities. Other residents and residents of any other Arvida Village or Care Centre also have the same rights, so your rights need to be exercised in common with all other residents and any other persons we grant similar rights to.

4 YOUR PAYMENTS

Entry Payments

- 4.1 On or before the Commencement Date you must pay us the Entry Payment.

Deferred Management Fee or DMF

- 4.2 You agree to pay us the DMF on the Exit Payment Date. The amount and calculation is set out in clause 1.6.

Package Payment

- 4.3 You agree to pay us the Package Payment monthly in advance by direct debit or automatic payment. See clause 5 for requirements relating to the selection of Packages.
- 4.4 The Package Payment is payable by you from the Commencement Date until the date you stop permanently living in the Care Suite.
- 4.5 If you have selected the Care Suite Support Package, we will not increase the Package Payment you pay, while you live in the Care Suite. However, we can change the Package Payment on any date that you start to receive long-term residential care from us into your Care Suite.
- 4.6 If you are receiving long-term residential care from us, clause 4.11 applies to the Package Payment.

Additional Items Costs

- 4.7 In addition to any other payment under this Agreement, you will pay us the cost of any Additional Items provided at your request, which are services not included in the Package Payment.
- 4.8 We will invoice you for any Additional Items at the end of each month, which is payable by you no later than the 20th of the month following the date of invoice.

Utility Costs

- 4.9 Power costs and water charges are included in the Package Payment. If you have selected phone and/or SKY television services to be provided by us, charges are fixed and are payable monthly in advance by direct debit or automatic payment. WIFI is provided in common areas of the Village at no additional charge.

Your Legal Costs

- 4.10 You are responsible for paying all your own legal and other costs relating to this Agreement. If you ask us for any consent or approval relating to this Agreement, you will be responsible for paying any reasonable legal fees we incur.

Payments for Residential Care

- 4.11 If you receive long-term residential care in your Care Suite from Arvida whether from the Commencement Date or any later date, the following financial arrangements will apply:
- (a) You will pay the Package Payment for long-term residential care which is the daily care fee in the Admission Agreement and is subject to a maximum amount set by the government. We can change the Package Payment at any time to reflect changes in the government's maximum amount, by giving you 14 days' notice. If the level of long-term residential care you are receiving in your Care Suite increases, the daily care fee will increase in line with the Admission Agreement;
 - (b) We are entitled to charge but will not require you to pay a village weekly charge (being a proportion of the Village Outgoings we incur in operating the Care Suites as a retirement village). But we will offset this against any rebate for accommodation charges that you may be eligible to receive. You and we agree that this offset will be in full satisfaction of our obligation to pay you a rebate (if any).
- 4.12 You may be eligible for a residential care subsidy from the government in respect of your care if you meet the needs assessment and means assessment criteria. If you are eligible then Arvida is paid that subsidy and we will adjust the Package Payment accordingly.

Goods and Services Tax

- 4.13 All payments by you are inclusive of GST, if any.

5 PROVISION OF SERVICES

Packages and Additional Items

- 5.1 As a minimum, you must select and purchase the Care Suite Support Package or such equivalent package offered by us from time to time.
- 5.2 We will provide you with your selected Package and/or Additional Items, or will arrange for Arvida/another supplier to provide them to you. However, we do not have to provide you with Packages and/or Additional Items while you are absent from the Village.
- 5.3 We may from time to time change the availability of the Packages or Additional Items by adding further services or items, deleting existing services or items, or modifying the terms of access at our discretion.
- 5.4 We will consult with you about any proposed changes in the services and benefits we provide or your payments, that will or might have a material impact on your occupancy or your ability to pay for the services and benefits we provide.
- 5.5 You agree that you will not arrange or agree to receive any health or care services into your Care Suite provided by anyone other than Arvida unless you obtain our prior written approval. This is so we can monitor the quality of services provided to you and the people

visiting the Village. We will not unreasonably withhold consent where we do not provide the services requested by you.

6 YOUR CHANGING CARE NEEDS

- 6.1 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 long-term residential care or an increased level of residential care. Your right to receive appropriate care may depend on the result of this assessment.
- 6.2 If you are needs assessed as requiring rest home or hospital level care and you choose to stay in your Care Suite, you agree to enter into an Admission Agreement and to purchase care at the appropriate level from Arvida. See clause 4.11 for Package Payment details.
- 6.3 If you are needs assessed as requiring secure dementia care and it is not available in your Care Suite the following options may be available:
- (a) If a Care Suite is available for secure dementia care at this Village, you can transfer to it and this Agreement will continue to apply to the new Care Suite. You agree to enter into an Admission Agreement (if necessary) and to purchase care at the appropriate level from Arvida. No additional entry payment or DMF will be payable provided the new Care Suite is of a comparable standard to the old Care Suite.
 - (b) If a Care Suite is available for secure dementia care at another Arvida Village, and you wish to move to that Arvida Village, you can transfer to it and you will need to enter into a new occupation right agreement and Admission Agreement. No additional entry payment or DMF will be payable provided the new Care Suite is of a comparable standard to the old Care Suite.
 - (c) If no Care Suites are available for secure dementia care we will try to find you an available secure dementia room in an Arvida Care Centre for you to move to. No entry payment is payable, but charges as set out in an Admission Agreement will apply.
 - (d) If you want or need to move to another care facility outside Arvida, we will assist you in finding an alternative.
- 6.4 We cannot guarantee the availability of Arvida Care Suites or care rooms at the level you need, but if we do have availability we will give you priority access to transfer to an Arvida Care Suite or Arvida Care Centre over applicants who are not residents of an Arvida Village. We will make sure that you are provided with information on all available options relating to your increased need for care. We will consult with you before any proposed move, along with your family or representative.
- 6.5 If you choose to move to another Care Suite within the Village or another Arvida Village for reasons not connected with increased care needs (i.e. you would like a different Care Suite or you wish to move closer to family) we reserve the right to charge you the usual Entry Payment and DMF for that Care Suite.

7 ENTRY REQUIREMENTS

Enduring Powers of Attorney

- 7.1 On or before the Commencement Date copies of your signed enduring powers of attorney for property and personal care and welfare must be given to us, and you must provide us

with copies of any replacement powers of attorney. These powers of attorney must remain valid in the case of mental incapacity.

Will and Next of Kin

- 7.2 On or before the Commencement Date you need to confirm to us that you have a valid last will and testament.
- 7.3 You will keep us informed of the name, address and telephone number of your legal personal representative, next of kin and attorneys.

8 LIVING IN YOUR CARE SUITE

- 8.1 You will use the Care Suite only for your own personal use and occupation.
- 8.2 Due to the nature of services provided to Care Suites you are not able to have friends or relatives or other persons to stay with you in the Care Suite. If you wish to have family or friends stay with you in the Care Suite on compassionate grounds you can do so, if you ask for our consent first.
- 8.3 You are permitted to keep a pet (or pets) in your Care Suite if you get our consent first. We can withdraw consent for any pet at any time.
- 8.4 You are not permitted to transfer this Agreement or any interest you may have in your Care Suite, give any mortgage or charge over your interest in this Agreement or your right to the Exit Payment, sublet or allow any other person to live in your Care Suite.
- 8.5 You will co-operate with us to keep your Care Suite and the Operator's Chattels at all times in a proper, tidy and clean condition.
- 8.6 You may not make any alterations or additions to your Care Suite or modify the Operator's Chattels unless you ask for our consent first.
- 8.7 You may not do anything or allow anything to be done, within your control, which is or could be a nuisance or annoyance to, or cause distress to, other residents, visitors, us or our employees.
- 8.8 You agree to abide by your obligations under the Code of Residents' Rights. In particular you understand that your rights under this Agreement are alongside the rights of other residents of the Village and people who work at the Village. In the same way that these people are expected to respect your rights, you agree that, in return, you will respect their rights and treat them with courtesy.
- 8.9 As you have requested us to provide a Package to you in your Care Suite, you agree to let us enter your Care Suite at any reasonable time to provide any personal services in that Package.
- 8.10 You agree to let us at all reasonable times enter your Care Suite to inspect it and to carry out any repairs or alterations that we consider necessary or desirable. In doing so we will cause as little disturbance as possible to you. Where possible we will give you 24 hours' notice before we enter. You agree to waive notice in cases of emergencies.
- 8.11 If the nature of any repairs or alterations requires the Care Suite to be vacated, you agree to temporarily move out so that we can carry out those repairs or alterations. If this occurs we

will consult with you before asking you to move out and we will arrange alternative accommodation for you.

Residents with Disabilities

- 8.12 If you have a disability, you have the right to alter your Care Suite if it does not meet your needs.
- 8.13 If you wish to alter your Care Suite to meet your needs, you need to give us notice advising that you need alterations and identifying what alterations you consider you need.
- 8.14 We will consult with you and try to reach agreement with you as to what alterations you need.
- 8.15 We will undertake the alterations. You will be responsible for the costs of those alterations. We will invoice you once the alterations are completed which is payable by you no later than the 20th of the month following the date of invoice.
- 8.16 If we make alterations, we may require the Care Suite be put back to its original condition at the end of this Agreement. If so, we will do the works then invoice you for the costs. However, if you and we agree, we may leave the alterations in place. If this is the case, we will not pay you any value for the alterations and, if we think that the alterations have reduced the value of the Care Suite, we may require you to make a payment to us to reflect that reduction.

9 PRIVACY AUTHORISATION

- 9.1 In order to check your continued suitability to live in the Care Suite and the Village, for providing services to you, and for Village administration purposes, we will need to collect and hold relevant personal information about you, including information about your physical or mental health.
- 9.2 You authorise:
- (a) us to collect relevant information about you from any relevant agencies, including health agencies who hold information about your physical and mental health;
 - (b) any agency to disclose relevant information to us, including any health agency to disclose information relating to your health; and
 - (c) us to release relevant information to any independent medical practitioner who is required to make an assessment under this Agreement or any health or governmental agency.
- 9.3 When the Village's office is open, you have the right to access your personal information held by us and to require us to correct any errors in that personal information.
- 9.4 You authorise us to use any photographs or images we have of you in our marketing material for the Village or other Arvida Villages, unless you let us know otherwise.

10 INSURANCE

- 10.1 We will arrange and maintain a comprehensive insurance policy covering the Village as a whole (including the Care Suite, Operator's Chattels, capital improvements, and additional fittings provided by residents except for any resident's personal belongings) for its full

replacement value for all usual risks including damage or destruction by fire, accident and natural disaster, and covering any other insurable risk which we may consider desirable for us or for you.

- 10.2 We will make sure that the insurance we have arranged is to the satisfaction of the Statutory Supervisor.
- 10.3 If we suffer any loss or damage as a result of your, or your visitors', carelessness or negligence, the following costs are payable by you to us upon our demand:
- (a) reimbursement for any insurance policy excess, where such loss or damage is covered by our insurance; or
 - (b) compensation and reimbursement in full, where such loss or damage is not covered by our insurance.
- 10.4 We strongly recommend that you maintain your own insurance policy to cover risks of loss or damage to your own belongings in your Care Suite. We will have no responsibility, under any circumstances, for loss of or damage to any of your property except where we or our staff have caused or contributed to such loss or damage.

11 MAINTENANCE

- 11.1 We will arrange at our cost for any repairs, maintenance or replacements to the interior of the Care Suite or the Operator's Chattels. We will carry out such repairs as soon as reasonably practicable, after we have consulted with you.
- 11.2 If you or your guests intentionally or carelessly cause any damage to the Care Suite or the Operator's Chattels beyond fair wear and tear, the costs or repair are payable by you no later than the 20th of the month following the date of invoice. If this Agreement has terminated, we may deduct these costs from your Exit Payment. We will make sure that the benefit of any insurance policy is taken into account when invoicing you.
- 11.3 Following termination of this Agreement we will not charge you for any costs of refurbishing or upgrading the Care Suite.

12 RULES

- 12.1 You agree to comply with the Rules at all times. All guests or visitors you invite into the Village must be made aware of the Rules by you and they must comply with the Rules.
- 12.2 If there is any inconsistency between this Agreement and the Rules, the provisions of this Agreement will override the Rules.
- 12.3 We are entitled from time to time to establish, review and amend the Rules at our sole discretion. However, any amendment to the Rules will not affect or detract from your existing rights under this Agreement.
- 12.4 If we make changes to the Rules, we will first consult with Village residents and will notify you of the changes before they take effect.

13 MANAGEMENT OF VILLAGE

- 13.1 We will use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently and in the exercise and performance of our powers, functions and duties.
- 13.2 We have appointed a management company to undertake the day to day management of the Village.
- 13.3 We will consult with Village residents before appointing a new management company, but we will not consult if new people are appointed in managerial roles.
- 13.4 If we need to, or if in our reasonable opinion we consider it sensible, due to any public health, civil defence or other Government restrictions or events, we may make changes to our Village operations, including the provision of services and removal of access to Community Facilities. We will make such changes as we consider are necessary to comply with Government requirements and/or to protect the health, wellbeing and property of residents and our staff.

14 FINANCIAL STATEMENTS

- 14.1 We will give to you free of charge, when you request, a copy of the most recent audited financial statements prepared by us under the Retirement Villages Act. You can request these from us at any time until you have received your Exit Payment.
- 14.2 We will prepare, at the start of each financial year, a statement forecasting for that year:
- (a) the operating expenditure relating to the Village; and
 - (b) all expenditure relating to the Village (including amounts repayable to residents, former residents and their estates); and
 - (c) all income relating to the Village; and
 - (d) the amounts of the operating expenditure that must be met by the residents of the Village.
- 14.3 We will give a copy of the above statement to you and to all the other residents of the Village within three months of the start of each financial year.

15 OUR OBLIGATIONS

Code of Practice

- 15.1 We will meet all requirements of the Retirement Villages Code of Practice 2008 as updated, amended or replaced from time to time. The Code of Practice is given effect in this Agreement.

Code of Residents' Rights

- 15.2 We have adopted a Code of Residents' Rights and this has been handed to you prior to your signing this Agreement. You are entitled to further copies of the Code of Residents' Rights at any time on request.

Provision of Utilities and Maintenance of Village

- 15.3 We will:
- (a) supply the Care Suite with standard connections for water, telecommunications and electricity;
 - (b) maintain and keep in good condition and order all buildings, carpark areas, common areas, pathways and grounds surrounding the buildings;
 - (c) maintain and keep in clean and safe working order, suitable for their intended use, all buildings, plant and equipment;
 - (d) pay all outgoings in respect of the Village.
- 15.4 We will make and keep to a long term plan for maintaining and refurbishing the Village.
- 15.5 We will not be responsible for any failure in the provision or maintenance of third party utility services, such as electricity, telephones and water for any reason at all.
- 15.6 We are entitled to add, remove or substitute buildings, areas or facilities from the Community Facilities permanently or temporarily.

Rights to Courtesy

- 15.7 We will make sure that we, all of our staff and all people who provide services at the Village, treat you with courtesy, respect your rights and do not exploit you.

Development of the Village

- 15.8 We are currently developing the Village. We may in the future decide to improve, extend, add to, reduce or alter the Village. In carrying out any development, we will try our best to cause as little inconvenience to you as is practical. You will, if we require, sign all consents and other documents as may be reasonably required to give effect to such development.
- 15.9 You may not make any unreasonable objection or claim compensation for any further development or building works we undertake.
- 15.10 We may sell any part of the Village which has not been developed and which we consider is surplus to our needs.

Disposal of Village

- 15.11 We may sell our interest in the Village, provided that we and the proposed purchaser get the Statutory Supervisor's consent before any sale or disposal takes place. Consultation with Village residents will take place at a time directed by the Statutory Supervisor or if there is no Statutory Supervisor, at an appropriate time that is a reasonable time before the sale.
- 15.12 Following such consultation and consent, from the date of sale or disposal all our rights and obligations under this Agreement will pass to the replacement operator, so references to Operator will include any company or person that we sell our rights to, or which replaces us as operator of the Village. We will have no further rights and no further obligations to you under this Agreement. You agree to continue to observe and perform all your obligations under this Agreement for the benefit of the replacement operator.

Policies and Procedures

- 15.13 We have and will maintain written policies and procedures in respect of the following matters. These policies and procedures are available to you on request:
- (a) Staffing of Village;
 - (b) Safety and personal security of residents;
 - (c) Fire protection and emergency management (including access for people with disabilities);
 - (d) Transfer of residents within the Village;
 - (e) Meetings of residents with us and resident involvement;
 - (f) Dealing with complaints by Village residents;
 - (g) Accounts;
 - (h) Maintenance and upgrading;
 - (i) Termination of this Agreement; and
 - (j) Communication with residents, including policies and procedures for communicating with residents who speak English as a second language or who have a limited ability to communicate.

16 TERMINATION

Termination by Resident

- 16.1 You may terminate this Agreement at any time by giving us one month's notice.

Termination on Death

- 16.2 This Agreement will automatically terminate on the day that you die.

Termination by Agreement

- 16.3 This Agreement will automatically terminate as set out in any written agreement between you and us for the termination of this Agreement.

Termination by Operator

Medical Grounds

- 16.4 We may terminate this Agreement if, based on a medical assessment obtained by us at our cost, an independent medical practitioner has certified that your physical or mental health is such that you cannot live safely in your Care Suite or other residents in the Village cannot live safely in their units.
- 16.5 Should we wish to obtain a medical assessment, then:
- (a) we will give you not less than 14 days' notice of our intention to require you to have a medical assessment;

- (b) we will consult with you, your family or appointed representative where appropriate;
- (c) you agree to co-operate with us in obtaining this assessment;
- (d) you may obtain a second opinion at your cost and present this to us within seven days of your being advised of the assessment we have obtained.

16.6 If we have complied with our obligations for termination on medical grounds and the circumstances giving rise to our right to terminate have not changed, then we will give you not less than one month's notice of termination.

Serious Damage, Injury, Harm or Distress

16.7 We may terminate this Agreement if you have intentionally or recklessly caused or permitted, or you are highly likely to cause or permit:

- (a) serious damage to the Care Suite or Community Facilities;
- (b) damage to the Care Suite or Community Facilities which is not of itself of a serious nature but which is made so by its continuous nature; or
- (c) serious injury, harm or distress to us or to another resident or any of our employees or visitors or any of your visitors.

16.8 We will give you as much initial notice as is reasonable in the circumstances that we intend to terminate this Agreement unless the situation is remedied. When determining the period of notice required to remedy the situation, we will take into account the nature and extent of the damage, injury, harm or distress concerned.

16.9 If after the expiry of our initial notice, the circumstances giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you as much final notice as is reasonable in the circumstances.

Permanent Abandonment or Breach of Agreement

16.10 We may terminate this Agreement if:

- (a) you have permanently abandoned the Care Suite; or
- (b) you have breached this Agreement in a material way.

16.11 We will give you not less than one month's initial notice that we intend to terminate this Agreement unless the breach or circumstances are remedied.

16.12 If after the expiry of our initial notice, the breach or circumstances giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you not less than one month's final notice of termination.

Termination Date

16.13 The Termination Date will be:

- (a) the date of expiry of your one month's notice to terminate this Agreement (clause 16.1); or
- (b) the day that you die (clause 16.2); or

- (c) the date you and we agree to terminate this Agreement (clause 16.3);
- (d) the day after expiry of our notice to terminate this Agreement (clause 16.6, 16.9 or 16.12); or
- (e) the date we give notice that your Care Suite will not be repaired or replaced (clause 17.11).

Departure from Care Suite

- 16.14 The Care Suite must be vacated on the Termination Date. If you remain in the Care Suite following the Termination Date all your usual obligations relating to living in and using the Care Suite are to be observed.
- 16.15 All your personal belongings must be removed from the Care Suite and the Village on or before the Termination Date or, where termination occurs upon death, five Working Days after the date of death. If any damage is caused to the Village by removing these items, you must pay our costs of repairing such damage.
- 16.16 If these items are not removed by the required date then we may remove them and store them at your expense and cost. If you or your representatives have not collected these items within a further one month we may sell the items and, after deducting our expenses of removal, storage and sale, pay the proceeds to you or your estate.

Finding a New Resident

- 16.17 After the Termination Date, we will take all reasonable steps to obtain a new resident for the Care Suite who we consider suitable as a resident of the Village and who is prepared to enter into an occupation right agreement on our standard terms and conditions and for the best price reasonably obtainable.
- 16.18 You may introduce a prospective new resident for the Care Suite to us at any time prior to us entering into a new occupation right agreement for the Care Suite. We are not obliged to accept any prospective new resident who we consider unsuitable as a resident of the Village or who does not comply with clause 16.17.
- 16.19 We do not have to obtain a new resident if:
- (a) this Agreement terminates following damage or destruction of the Care Suite (clause 17); or
 - (b) we decide and notify you that we do not want a new resident occupying the Care Suite.
- 16.20 We will not give preference to finding residents for new Care Suites in the Village ahead of this Care Suite.
- 16.21 We will consult with you about the marketing of your Care Suite. In particular, we will consult with you about when the Care Suite goes on the market and the general nature of the marketing plan for the Care Suite. We will continue to keep you informed on a monthly basis about progress with marketing including the marketing steps that we have taken and the progress that has been made.
- 16.22 We are entitled to enter the Care Suite following the Vacation Date and may permit a new resident to live in the Care Suite prior to you receiving your Exit Payment.

Our Exit Payment to You

16.23 On the relevant Exit Payment Date, you and we agree to make payment of the relevant amounts set out in clause 1.6.

Exit Payment Date

16.24 The Exit Payment Date will be:

- (a) no more than five Working Days after we hold a signed occupation right agreement from a new resident for your Care Suite and we receive full payment for the occupation right agreement; or
- (b) if at the Termination Date or any later Vacation Date the occupancy rate of Care Suites at the Village is 75% or above, no more than 60 calendar days after the Termination Date or any later Vacation Date (if this falls on a non-Working Day we will pay on the next Working Day); or
- (c) if we agree with you in writing to pay you the Exit Payment prior to finding a new resident to enter into an occupation licence for your Care Suite, the Exit Payment Date is the date 20 Working Days after we reach agreement; or
- (d) if we decide we do not want a new resident occupying the Care Suite, the Exit Payment Date is 20 Working Days after we notify you of our decision; or
- (e) if we have initiated termination under clauses 16.6, 16.9 or 16.12, then the Exit Payment Date is five Working Days after the date of expiry of the applicable notice period; or
- (f) if this Agreement terminates following damage or destruction under clause 17.11 the Exit Payment Date is 10 Working Days after the date we or the Statutory Supervisor receives full payment from our insurers for the loss or damage. If we do not receive full payment from our insurers, we must still pay you the Exit Payment and will do so as soon as reasonably practicable after consultation with the Statutory Supervisor.

16.25 If we have not paid you your Exit Payment six months after the Vacation Date we will pay you interest on the amount due to you from that date until we pay you the amount due. Interest will be paid to you at the same time as we pay the Exit Payment to you or otherwise as agreed by you and us and is calculated at an annual rate equivalent to the Official Cash Rate set by the Reserve Bank of New Zealand on the interest payment date plus 1%.

16.26 If our payment of the Exit Payment must be made to your personal representative, then we will be entitled to be satisfied that your personal representative holds proper probate of your will, or letters of administration of your estate before making a payment.

17 DAMAGE OR DESTRUCTION OF THE CARE SUITE

Damage or Destruction

17.1 If your Care Suite is damaged or destroyed by fire, accident, natural disaster or any other risk ("Damage Event") the following provisions apply.

17.2 You and we both acknowledge that if a Damage Event occurs, the time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend

on circumstances outside our control. So the phrase "as soon as reasonably practicable" shall mean taking all relevant circumstances into account.

Consultation

- 17.3 Following a Damage Event we will consult with you to decide whether it is practicable to repair or replace your Care Suite. We will try to consult with you and notify you of our decision as soon as reasonably practicable after the Damage Event. After we have consulted with you, we will notify you of our decision.

Repair or Replacement of Care Suite

- 17.4 If we have decided it is practicable to repair and replace your Care Suite, we will fully repair or replace your Care Suite as soon as practicable. We will try to make sure that it is replaced to a design we consider appropriate and to a standard at least equal to that of your Care Suite prior to the Damage Event, subject to us receiving the necessary building consents to do so. However, we do not have to spend any more money than the actual amount of the insurance money we receive.

Suspensions of Payments during Repair or Replacement

- 17.5 If your Care Suite becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors', acts or omissions:

- (a) your requirement to pay the Package Payment; and
- (b) the calculation of the DMF,

will be suspended from the date of the Damage Event until the date your Care Suite (or its replacement) is ready for occupation by you following repair or replacement.

Temporary Accommodation

- 17.6 Following the Damage Event we will try our best to provide temporary accommodation for you while your Care Suite is being repaired or replaced or until this Agreement is terminated. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.
- 17.7 If we provide you with temporary accommodation, we will be responsible for the cost of providing the accommodation for a maximum period of 12 months. If you elect to stay elsewhere it is at your cost.
- 17.8 While you are staying in temporary accommodation provided at our cost:
- (a) any outgoings relating to such accommodation and any charges for personal services provided to you are payable by you; and
 - (b) the calculation of the DMF will continue.
- 17.9 If a facility in the Village is being repaired or replaced following an insured event, we will try our best to provide alternative facilities at our cost as soon as reasonably practicable.

Termination of Agreement

- 17.10 Following a Damage Event and after consultation with you, we may (in our sole discretion) decide it is not practicable to repair or replace your Care Suite in the following circumstances:
- (a) repair or replacement of the Care Suite is not practicable due to the nature or extent of the damage or destruction;
 - (b) we are unable to obtain the necessary building consents to repair or replace;
 - (c) the insurance money we receive is not adequate to meet the cost of repairing or replacing the Care Suite; and/or
 - (d) we receive no insurance money.
- 17.11 If we decide not to repair or replace the Care Suite, this Agreement will automatically terminate on the date we write to you notifying you of our decision, unless clause 17.13 applies.
- 17.12 If this happens we will pay you the greater of:
- (a) the Exit Payment; or
 - (b) an amount equal to the value of an occupation licence for your Care Suite as set out in the last registered valuation of the Village,

in either case, without deducting any DMF but we will be entitled to deduct any other amounts due to us. The amount in 17.12(b) is only payable to you personally and not to your estate or personal representative and comprises the Exit Payment, a refund of part or all of the Package Payments paid by you and the balance (if any) being an amount paid by us.

Transfer to Another Unit

- 17.13 If we decide not to repair or replace the Care Suite, we may offer you an option to transfer to an alternative unit (either pre-existing or yet to be constructed) in the Village or in another Arvida Village which is in reasonable proximity to the Village, with regard to the circumstances giving rise to the Damage Event.
- 17.14 If you accept such option you will be responsible for moving yourself and your belongings at your own cost and your legal costs in relation to entering into a new occupation right agreement for the alternative unit on our then standard terms.
- 17.15 If we offer you an option to transfer to an alternative unit and you do not accept such option, this Agreement will be deemed terminated by you and we will be entitled to deduct the DMF from the Exit Payment.

Damage or Destruction of Part of the Village

- 17.16 If a substantial part of the Village is damaged or destroyed, even if the Care Suite is not damaged, we will consult with you to decide whether it is practicable to repair or replace such part of the Village. If you decide to terminate this Agreement in these circumstances, we will be entitled to deduct the DMF from the Exit Payment.

18 BREACH OF AGREEMENT

- 18.1 If you breach any of your obligations under this Agreement we may, at your cost, pay money and do things in our opinion reasonably necessary for the performance of your obligations. We will consult you before paying such money or doing such things.
- 18.2 You will immediately pay us all money we paid and the costs of us doing such things including our legal costs of enforcing our rights and remedies under this Agreement. Until we receive such payment, the money and costs we paid will be treated as an advance by us to you and interest on that advance is payable by you at the Default Interest Rate.
- 18.3 If you fail to pay the Entry Payment on the Commencement Date (or such other date that you and we agree) or if you fail to make any other such payment for five Working Days after the payment is due, default interest at the Default Interest Rate on the payment is payable by you from the due date until the day we receive payment. Our entitlement to charge default interest under this clause does not limit or replace any other rights available to us in respect of your default.
- 18.4 If we do not insist upon you complying with any of your obligations under this Agreement, we will still be able to enforce our rights at a later date. If we waive a particular breach of any terms of this Agreement by you, we will still be able to enforce our rights in relation to any other breach by you.

19 GENERAL

Notices

- 19.1 All notices may be given by delivering the notice either personally or by leaving it at, or sending it to, the person's last known or usual place of residence or business.
- 19.2 If a notice addressed to a person at the person's last known or usual place of residence or business is posted, it is treated as if has have been received at the time when it would be delivered in the ordinary course of post, unless there is evidence it has not been delivered.

Our Consent

- 19.3 If, under this Agreement, you require our consent or approval, such consent or approval may be given with such conditions we require or withheld by us in our sole discretion.

In Writing

- 19.4 All notices and consents or approvals given by you or us under this Agreement must be in writing.

Procedure if There Ceases to be a Statutory Supervisor

- 19.5 If the Statutory Supervisor ceases to be the statutory supervisor of the Village, then we will promptly appoint a new statutory supervisor of the Village in accordance with the requirements and procedures set out in the Retirement Villages Act and the Deed of Supervision.

SCHEDULE ONE - DEFINITIONS

Throughout this Agreement, the following terms with capital first letters have these meanings:

- 1 "Additional Items" means the items and services we make available from time to time for you to use at your discretion.
- 2 "Admission Agreement" means the contract (if any) between you and Arvida for the provision of long-term residential care services in your Care Suite (or if the context permits, in any other Arvida Care Suite or Care Centre).
- 3 "Agreement" means this document including the Schedules.
- 4 "Arvida" means the group of retirement villages and care facilities owned and operated from time to time by companies ultimately owned by Arvida Group Limited which is listed on NZX, the New Zealand Stock Exchange. References to Arvida Villages and Arvida Care Centres are to those owned and/or operated by Arvida. References to Arvida may mean the group as a whole or any group company.
- 5 "Care Centre" means the residential care facility at the Village or any other Arvida Care Centre. Please refer to the Disclosure Statement for the Village for details of what levels of care are offered.
- 6 "Care Suite" means a unit used for the accommodation of a resident and the provision of services, which is subject to an occupation right agreement and, if long-term residential care is being provided, an Admission Agreement.
- 7 "Code of Residents' Rights" means the code of residents' rights which applies to the Village from time to time as required by the Retirement Villages Act.
- 8 "Community Facilities" means the common areas and community facilities of the Village provided by us from time to time.
- 9 "Deed of Supervision" means the document we have entered into appointing the Statutory Supervisor as required by the Retirement Villages Act. This may be amended from time to time.
- 10 "Default Interest Rate" means a rate of 7.5% per year.
- 11 "Deferred Management Fee" or "DMF" means the payment made by you as a contribution to our general costs of supplying accommodation, Community Facilities and related services. The amount of DMF for this Care Suite is shown in clause 1.6.
- 12 "Entry Payment" means the payment made by you in exchange for your right to receive the Exit Payment. The amount for this Care Suite is shown in clause 1.5.
- 13 "Exit Payment" means an amount equal to the Entry Payment.
- 14 "Exit Payment Date" means the date we must pay you your Exit Payment as set out in clause 16.24.
- 15 "Operator's Chattels" means those items belonging to us which we provide or install in your Care Suite from time to time.
- 16 "Packages" means the various packages we make available from time to time for you to select. The cost of the Packages is met by the Package Payment.

- 17 "Package Payment" means the regular payment which is paid by you in exchange for the supply of accommodation and Community Facilities and for us providing you with the agreed services (and includes a contribution towards the Village Outgoings if you are receiving the Care and Support Package). The initial amount is shown in clause 1.8, and further details are in clause 4.
- 18 "Retirement Villages Act" means the Retirement Villages Act 2003 as updated, amended or replaced from time to time.
- 19 "Rules" means our rules for the Village, which we can change as set out in this Agreement.
- 20 "Special Provisions" means the special provisions set out in clause 1.9, if any.
- 21 "Statutory Supervisor" means Covenant Trustee Services Limited, or any other company which replaces it as statutory supervisor of the Village.
- 22 "Termination Date" means the date on which this Agreement terminates as set out in clause 16.13.
- 23 "Vacation Date" means the date that you stop living in your Care Suite and remove all your belongings from the Care Suite, provided this Agreement has terminated.
- 24 "Village" means the retirement village shown in clause 1.3.
- 25 "Village Outgoings" means all costs and outgoings of the Village and its operation including (but not limited to) taxes, rates, compliance costs, insurance premiums, salaries, consultancy and management fees, utilities costs for the Community Facilities, costs of providing services (except for personal services and Additional Items) and maintenance of the Village. It does not include any outgoings of the Village relating to any construction works.
- 26 "Working Day" means any day of the week other than:
- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Matariki and Labour Day;
 - (b) any day from 25 December in any year to 2 January in the following year (inclusive);
 - (c) if 1 January falls on a Friday, the following Monday;
 - (d) if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and
 - (e) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

A Working Day begins at 9am and ends at 5pm. Anything done after 5pm on a Working Day, or on a day which is not a Working Day, is treated as done at 9am on the next Working Day.

SCHEDULE TWO - COMPLAINTS FACILITY AND DISPUTES RESOLUTION

Your Complaint

- 1 If you have a complaint relating to health or disability services, or any facilities to which the Code of Health and Disability Services Consumers' Rights under the Health and Disability Commissioner Act 1994 applies, such disputes must be dealt with in accordance with that Code and cannot be resolved by a disputes panel established under the Retirement Villages Act.
- 2 We have a complaints facility to deal with any informal and formal complaints raised by you or other residents about this Agreement or the Village. This complaints facility will comply with the Retirement Villages Act and the Code of Practice.
- 3 Under the Retirement Villages Act you may have grounds to require a matter to be resolved by a disputes panel by giving us and/or any other party a dispute notice, provided you first refer the complaint to our complaints facility.
- 4 Complaints relating to an alleged breach of this Agreement or the Code of Practice in disposing of your Care Suite after termination cannot be taken to a disputes panel until nine months after the Vacation Date and you do not need to first refer to our complaints facility.

Our Complaint

- 5 If we have a complaint concerning you we must first notify you of that complaint. We must then make reasonable efforts to resolve our complaint with you.
- 6 No earlier than 20 Working Days after we notified you of the complaint, we may require the matter to be resolved by a disputes panel by giving you and any other party a dispute notice.

SCHEDULE THREE - MEETINGS

Residents’ Meetings

1 We will call meetings of residents of the Village in the circumstances and for the purposes set out below:

Circumstances	Purpose
An annual general meeting within six months after the end of an accounting period for which our financial statements must be prepared	Considering the financial statements, a report from the Statutory Supervisor, a report on maintenance and any other matters
A meeting has been requested by the Statutory Supervisor or by at least 10% of the residents of the Village	Giving the Statutory Supervisor the residents’ opinions or directions relating to the exercise of the Statutory Supervisor’s powers
There is not a Statutory Supervisor of the village and the meeting has been requested by at least 10% of the residents of the Village	Giving the Operator the residents’ opinions or directions
Where any legislation, this Agreement or other documents require us to obtain the consent of residents of the Village	To obtain the consent of residents of the Village

2 We will provide notice of the meeting to you and each resident of the Village at least 10 Working Days before the meeting. The notice will specify the time, place and agenda of the meeting, and all papers to be considered at the meeting will be attached.

3 Meetings will be chaired by a person:

- (a) appointed by the Statutory Supervisor; or
- (b) appointed in accordance with the conditions (if any) of an exemption (if any) that we may have from appointing a statutory supervisor; or
- (c) appointed by the majority of the residents of the Village who are at the meeting if an appointment has not been made under paragraphs (a) or (b) above.

4 We will give to you and the other residents attending the meeting, either orally or in writing, the information that:

- (a) relates to the affairs of the Village; and
- (b) has been requested with reasonable notice by a resident of the Village.

SCHEDULE FOUR - YOUR COOLING OFF AND CANCELLATION RIGHTS

- 1 You may cancel this Agreement under section 28(1) of the Retirement Villages Act, without having to give any reason. You can do this by notice given not later than 15 Working Days after you sign this Agreement.
- 2 Where this Agreement relates to a Care Suite which is to be built or completed after the date you sign this Agreement, then, if the Care Suite is not finished within six months after the Proposed Date for Completion referred to in clause 1.4, you may cancel this Agreement. You can do this by giving notice to us at any time after the expiry of that six month period.
- 3 Your notice of cancellation must be in writing and must clearly indicate your intention to cancel this Agreement.
- 4 Your notice may be given on your behalf by a person authorised in writing by you and must be given to us.
- 5 If you exercise your rights under this schedule you are entitled to a refund of any deposit, progress payment and any other payments made by you for the grant of this Agreement. This refund will be without deduction (except for amount set out below) and will include any interest earned in the Statutory Supervisor's account (but less any withholding tax). You are entitled to receive this refund within 10 Working Days after your request.
- 6 If you exercise your rights under this schedule, we are entitled to reasonable compensation for:
 - (a) services, if we provided you with services while you were living in the Village; and
 - (b) damage, if you are responsible for any damage to your Care Suite or to any facilities in the Village.

LAWYER'S CERTIFICATE

Lawyer's certification

Name of Village: [Name of Village]

Registration number of village: [Village Registration Number]

I, _____, certify that:

I explained to _____
[insert name of intending resident or attorney] the general effect of the attached Agreement and its implications before he or she signed the licence; and

I gave the explanation in a manner and in language that was appropriate to the age and understanding of _____
[insert name of intending resident or attorney].

Dated: _____

Signed: _____

Name of lawyer: _____

Firm name and street address: _____

Postal address: _____

Email address: _____

Telephone number: _____

Fax number (optional): _____

EXECUTION

Your signing of this Agreement:

SIGNED by
[Resident]

in the presence of

Witness signature*

Full Name

Address

Occupation

* To be signed by the lawyer who certifies this Agreement

Date you signed this Agreement: _____

Our signing of this Agreement:

SIGNED on behalf of
[OPERATOR LONG NAME]

Authorised signatory