



RYMAN HEALTHCARE

# **Anthony Wilding Retirement Village Occupation Agreement (Care Suite – RAD)**

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Date:

**Parties**

**Anthony Wilding Retirement Village Limited** (*we, us, our*)  
**[Resident full name]** (*you, your*)

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

### A. Our care of you

At Ryman we have over 40 years' experience of caring for older people, so we've learnt what is important to you. And we never stop trying to improve.

We want you to be delighted with the care you receive.

It is our aim to exceed any expectations you have about moving into care by providing an exceptional experience from our qualified team. You and your family will be communicated with directly on a regular basis. You will know what to expect, what progress is being made and our staff will ensure any issues that may arise are addressed.

Providing excellent care is our first priority.

Our care centre is staffed by registered nurses 24/7, and they are backed by a team of caregivers. Care is overseen by a clinical manager and our registered nurses, and a care plan will be developed in conjunction with you and your family. Our staffing levels are amongst the highest in the sector, and there is a call bell in your room so you can get help or attention whenever you need it.

Our staff are there to help with all your needs from showering and assistance with dressing through to administering medicines. We believe that an ongoing relationship between residents, relatives and staff is important to ensure continuity of care, and our rosters are designed to reflect this. Our care team will meet with you and your family regularly to review your care plan. You will be surveyed on your opinion of how we are performing and there are regular relative meetings.

You will receive nutritious meals cooked to suit your dietary requirements, your spacious, private room will be cleaned and your laundry taken care of.

Our Ryman Engage team will make sure you're challenged and stimulated by a range of activities to make the most of your time in the delightful surroundings our village offers.

### B. Your care suite and other facilities

Anthony Wilding Retirement Village located at 5 Corbet Crescent, Aidanfield, Christchurch (the *Village*) is our residents' home so we aim to make it as comfortable as possible.

Your spacious private room (called your Suite) includes modern décor and a private ensuite. Details of your Suite are set out in the table below. Under this Agreement we grant you the right to occupy your Suite for life (or a shorter period determined by you).

Residents in care have access to spacious lounges, dining areas and serene outdoor spaces, where they can meet with friends and family for a cuppa and a chat.

Resort-style facilities are included, such as hair and beauty salons, reflection room, and shop. Our villages all have beautifully landscaped gardens, and residents enjoy keeping an eye on the gardeners as they go about their work.

We have 24-hour security to ensure the safety of our residents.

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

### C. Payments

#### **Refundable Accommodation Deposit (RAD)**

You will pay your RAD to us on the Occupation Date. These details are set out in the table below.

#### **Combination Fee**

Instead of paying the full RAD that normally applies to your Suite, you may have chosen to pay 50% of that RAD and to pay a weekly Combination Fee (the *Combination Funding Option*).

If you have selected the Combination Funding Option, the details of your Combination Fee will be set out in the table below. Your RAD will be 50% of the full refundable accommodation deposit that normally applies to your Suite.

Your Combination Fee will be payable by you monthly in advance (the amount payable will be adjusted proportionately for any part-weeks). This will be payable at the same time as your Care Fees outlined in the following section.

#### **Care Fees**

You are required to pay your Care Fee to us.

#### *Amount of your Care Fee*

The Government prescribes the care fee rate that covers basic accommodation, food, laundry, nursing, GP visits, prescribed medicines, incontinence products and transport to health services.

Care fees are reviewed by the Government annually and we will advise you of any change to your Care Fee as soon as we are advised by the Government each year.

#### *Payment of your Care Fee*

If you are receiving a Residential Care Subsidy you will assign your NZ Superannuation payments to us. These will be applied towards your Care Fee.

The remainder of your Care Fee (after we have applied your NZ Super payments assigned to us) will either be payable by you monthly in advance (the amount payable will be adjusted proportionately for any part-weeks) or met out of any Residential Care Subsidy for which you may be eligible.

#### **Repayment**

Upon you leaving your Suite or giving written notice to withdraw your RAD, your RAD will be repaid within 30 working days after you leave your Suite or give that notice.

#### **Additional Suite Fee**

If we allow you to start living in your Suite before you have paid your RAD to us, you will pay an Additional Suite Fee to us until you have paid your RAD. Any decision to allow this will be at our discretion. In this case, the Additional Suite Fee will be set out in the table below or advised by us to you.

The Additional Suite Fee will be an additional accommodation premium for your Suite. Details of accommodation premiums are outlined in the Care Centre Welcome booklet provided to you and are available on our website. You will also be required to pay your Care Fee (as outlined above).

Once you have paid your RAD, you will no longer be required to pay the Additional Suite Fee.

The Additional Suite Fee is in addition to your Care Fee (as outlined above) and your Combination Fee (if you have selected the Combination Funding Option).

## **Occupation Agreement (Care Suite – RAD)**

### **Anthony Wilding Retirement Village**

#### **D. Protection for residents**

For additional peace of mind your RAD is secured by a first ranking mortgage over the care centre to the statutory supervisor for the Village (the *Mortgage*). We will not offer any security over your Suite which ranks ahead of the Mortgage to any bank or other lender during the term of this Agreement.

In addition to the Mortgage, a memorial has been placed on the title to the care centre to protect your right to continue to live in your Suite whatever happens to us.

#### **E. General terms**

This Agreement contains your and our general rights and responsibilities (in Schedule 1).

#### **F. Our commitment**

We commit to at all times act reasonably and in good faith, and to treat you and your rights under this Agreement with the utmost respect. In signing this Agreement you also agree to make the same commitment to us and our staff.

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

Table of key terms	
<b>Suite:</b>	The Care Suite known as <b>[insert]</b> in the Village (as at the date of this Agreement).
<b>Proposed completion date for construction of the Suite (if relevant)</b> (the <i>Completion Date</i> ):	[insert or N/A]
<b>Date on which your occupation commences</b> (the <i>Occupation Date</i> ):	<b>[insert]</b>
<b>Refundable Accommodation Deposit (RAD):</b>	\$( <b>[insert]</b> ) for the Suite
<b>Combination Fee:</b> (if you have selected the Combination Funding Option)	\$( <b>[insert]</b> ) per week
<b>Care Fee:</b> (initial amount at date of this Agreement)	\$( <b>[insert]</b> ) per week
<b>Additional Suite Fee:</b>	<p>Until you pay your RAD you will pay an Additional Suite Fee – see page 2 above for details.</p> <p>At the date of this Agreement your Additional Suite Fee will be \$(<b>[insert]</b>) per week.</p>
<b>Name of current statutory supervisor</b> (the <i>Statutory Supervisor</i> ):	Anchorage Trustee Services Limited

# Occupation Agreement (Care Suite – RAD)

## Anthony Wilding Retirement Village

### Execution

Anthony Wilding Retirement Village Limited by:

\_\_\_\_\_  
Authorised signatory

Signed by **[insert resident name]**

\_\_\_\_\_

\_\_\_\_\_  
Witness  
(A Solicitor of the High Court of New Zealand)

Date of signing: \_\_\_\_\_ 20\_\_

Signed by **[insert resident name]** by his/her  
attorney **[insert attorney name]**

\_\_\_\_\_

\_\_\_\_\_  
Witness  
(A Solicitor of the High Court of New Zealand)

Date of signing: \_\_\_\_\_ 20\_\_

By signing as attorney, the attorney certifies that he/she:

- has been granted an enduring power of attorney to act in relation to the resident’s property (and, possibly, personal care and welfare also);
- has not received notice of an event revoking the attorney’s authority to act under the enduring power of attorney; and
- has not received written notice from the resident suspending the attorney’s authority to act under the enduring power of attorney.

**Note:** A certificate of non-revocation of power of attorney, in a form acceptable to the operator, must be attached to this Agreement.

# Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

## Certificate of execution by lawyer

Name of Village: Anthony Wilding Retirement Village

Registration number of Village: 1988501

I, \_\_\_\_\_, of \_\_\_\_\_,  
solicitor, certify that:

- (a) I explained to [insert residents name/s] the general effect and implications of this agreement before the resident signed the agreement; and
- (b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of [insert residents name/s].

OR:

- (a) I explained to \_\_\_\_\_ as attorney for [insert residents name/s] the general effect and implications of this agreement before he/she/they signed the agreement; and
- (b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of \_\_\_\_\_ as attorney for [insert residents name/s].

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

(A Solicitor of the High Court of New Zealand)

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

Street address: \_\_\_\_\_

Postal address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Facsimile (optional): \_\_\_\_\_

# Occupation Agreement (Care Suite – RAD)

## Anthony Wilding Retirement Village

### Schedule 1 – General terms

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# Occupation Agreement (Care Suite – RAD)

## Anthony Wilding Retirement Village

### 1 Your rights

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#### 1.1 Occupy the Suite for life

You have the right to occupy your Suite during your life.

#### 1.2 Use of care facilities

You have the right to use and share the care facilities at the Village. You must treat the care facilities and other residents with care and respect. You do not have the right to use the community facilities such as the swimming and spa pools, bowling green, movie theatre etc.

#### 1.3 Termination of agreement

You have the right to terminate this Agreement under clause 5.1.

#### 1.4 Cancellation of Agreement

You have the right to cancel this Agreement under clause 7.

### 2 Your obligations

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#### 2.1 Charges and costs

##### (a) *Payment of charges*

You must pay all amounts you owe to us from time to time no later than the due date. These amounts include the following.

##### (i) **Care Fee:**

- (A) The Care Fee covers basic outgoings and care services at the Village.
- (B) Details relating to payment of the Care Fee are set out on page 2 above.

##### (ii) **Combination Fee:**

- (A) The Combination Fee applies if you have selected the Combination Funding Option. Under this option your RAD is 50% of the full refundable accommodation deposit that normally applies to your Suite.
- (B) Details relating to payment of the Combination Fee are set out on page 2 above.

##### (iii) **Electricity, telephone and other utilities:**

In addition to the Care Fee (and, if relevant, the Combination Fee) you will pay for:

- (A) the costs of having a telephone and internet connection in the Suite, including installation and ongoing charges; and
- (B) any other utility charges that are appropriate to individually charge to the Suite (e.g. Sky television).

- (b) If you don't make any payment by the date that is seven days after the due date for payment, we can charge you interest from the due date until you pay what is owing. The interest rate will be calculated quarterly at 11:00am on the first business days of January, April, July and October of each year at a rate equal to the Official Cash Rate (as set by the Reserve Bank of New Zealand) on that date plus 1%.

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

### 2.2 Responsibilities

(a) **Use of the Suite:**

You can only use the Suite as a place to live (i.e. you can't rent it out). You must not do anything that interferes with any other resident of the Village, or any of our neighbours.

(b) **Use our care services:**

You will only use the care services that we provide unless we are unable to provide or arrange the particular service(s) you require.

(c) **Keep Suite and surrounds clean and tidy:**

(i) Where we reasonably believe you or your guests deliberately or carelessly caused damage or loss to your Suite or the Village (or any chattels provided by us in your Suite), you will be responsible for such damage or loss. We will consult with you if we think this is the case.

(ii) If you cause any damage or loss to the Suite (including any chattels provided by us in your Suite) or the Village, and you have an insurance policy that covers this damage or loss, you agree to make a claim and to pay the proceeds from this claim to us, to reimburse us for repairing the Suite or Village, or repairing or replacing the chattels. If you did not deliberately or carelessly cause the loss or damage we will not pursue you for any loss or damage above the insurance proceeds received from your claim.

(d) **Maintenance of additional equipment:**

If you elect to install equipment in your Suite which is not offered by us as a standard feature then you are responsible for maintaining that equipment. No amounts are payable to you for this equipment when you leave your Suite.

(e) **Allow access to Suite:**

You will let us enter the Suite, so that we can inspect the Suite, give care and assistance to you, and carry out any repairs or alterations. We'll give you 24 hours' notice of any proposed repair work if it's possible to do so.

(f) **Village rules:**

We may make reasonable rules relating to the operation of the Village from time to time. We will tell you what these rules are. You will comply with these, and use reasonable efforts to ensure your guests also comply.

(g) **Powers of attorney:**

While you are living at the Village you must keep in place:

(i) an enduring power of attorney in relation to property; and

(ii) an enduring power of attorney in relation to personal care and welfare.

These must comply with the Protection of Personal and Property Rights Act 1988. You must also tell us the names of the people appointed as your attorneys and their current contact details.

(h) **Personal possessions and insurance:**

You are responsible for all your personal possessions and for insuring those possessions. We're not responsible for any damage or loss relating to your possessions. Accordingly, we strongly recommend you take out insurance for your possessions.

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- (i) **Damage / leak in your Suite:**  
If you become aware of any damage or leak in your Suite, you will tell us straight away. We can then keep your Suite in good repair and condition.
- (j) **Keep a will:**  
Before you arrive at the Suite you agree to have made a legal will. You will keep a legal will in place while you occupy the Suite.
- (k) **Expenses arising from your death or departure:**  
You will pay for all expenses relating to your death or your departure from the Suite. We will send you or your personal representative an invoice for any of these amounts.
- (l) **Removal of your possessions:**  
When you permanently vacate your Suite you must remove all your possessions. You need to ensure your Suite is left clean and tidy, and in the same condition as at the Occupation Date (other than fair wear and tear, which you're not responsible for). If your personal possessions are not removed within 24 hours after you permanently vacate your Suite, we may arrange for your possessions to be removed and placed into storage at your cost. After a reasonable period of time of storing your possessions, we may sell or dispose of them.
- (m) **Pandemic/health event:**  
During any pandemic or health event such as a virus or disease outbreak (or similar) in the community we may set additional rules relating to living in the Village. These could include restrictions on accessing some or all of the care facilities and services. Different rules may apply depending on whether or not you are vaccinated against the relevant virus/disease. You will comply with these rules, and also use reasonable efforts to ensure your guests also comply.
- (n) **Behaviour towards staff and other residents:**  
You will:
  - (i) respect the rights of other residents and people in the Village;
  - (ii) not interfere with other residents' reasonable peace, comfort and privacy;
  - (iii) respect the rights of us, our employees and agents to work free from harassment and intimidation; and
  - (iv) not adversely affect the health and safety of people working in the Village.

### 2.3 Prohibitions

- (a) **No transfer of the rights to your Suite:**  
You are not allowed to transfer your rights to the Suite or any of our property or grant these as security to any potential lender of money to you.
- (b) **Alterations to the Suite:**  
You can't alter the Suite in any way unless we have given you permission to do so.
- (c) **Guests:**  
Guests can't easily be accommodated in your Suite. We can, however, give permission in advance for guests to stay with you in certain circumstances.
- (d) **No smoking:**  
The Village is a smoke-free area. This means you can't smoke anywhere in the Village (including in or

## Occupation Agreement (Care Suite – RAD)

### Anthony Wilding Retirement Village

around your Suite) and you must ensure that any person visiting you also complies with this. This includes cigarettes, cigars, e-cigarettes, vapes, electronic nicotine delivery systems and any other tobacco products or similar items. For clarity, any reference to smoking and being smoke-free includes all tobacco products or similar items.

### 3 Our rights

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#### 3.1 Our right of set-off

At a particular time, you might owe us money and we might owe you money. If that's the case we can set these amounts off against each other, on a dollar-for-dollar basis. This doesn't impact on any other legal rights you or we might have.

#### 3.2 Terminating this Agreement

We have the right to terminate this Agreement in certain circumstances. See clause 5 for details of this.

#### 3.3 Your personal possessions

We can ask you to remove any of your personal possessions from the Village, or that your personal possessions not be brought into the Village, if we have reasonable concerns about those possessions being kept in the Village.

### 4 Our obligations

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#### 4.1 Providing care to you

##### (a) *Your safety and personal security:*

We will have systems in place to keep you safe and secure at the Village. We will also provide suitable fire protection and emergency management for the Village and residents.

##### (b) *Change of care level in a Ryman rest home, hospital or dementia care room:*

- (i) If you or we think it's necessary, we'll arrange for you to receive appropriate rest home, hospital or dementia care in a care centre in a Ryman village. We will endeavour to transfer you to a similar category room (if available). You will be responsible for the costs of this transfer, including the costs of third parties involved in the transfer.
- (ii) If we make this decision, you will have priority over non-residents of the Village at the time of your transfer to shift into the rest home, hospital or dementia care facilities at the Village or if such facility is not available at the Village, then at another Ryman Village, if there is a vacancy.
- (iii) At the time of your transfer we'll give you a copy of the terms on which we provide care to you in the rest home, hospital or dementia care accommodation. These terms will be the standard terms in place at the time of your transfer.
- (iv) Your Care Fee (and, if relevant, your Combination Fee) will continue to apply following your transfer. This Agreement and your RAD will automatically transfer to the new rest home, hospital or dementia care accommodation. We will confirm the change in care suite to you in writing.
- (v) From time to time we may need to provide you with respite care at a higher level in another area of the care centre and the fees set out in the "Table of Key Terms" on page 4 will apply.

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

(c) **No change in care level:**

If you choose to move to another care suite, and there is no change to your care level, the following will apply.

- (i) You will have priority over non-residents of the Village at the time of your transfer to shift into that care suite.
- (ii) You may be required to pay an additional RAD, or we will be required to part refund your RAD, based on the RAD value of the care suite you have chosen. If you have chosen the Combination Funding Option, your Combination Fee will be adjusted to the new fee applicable for the care suite you have chosen.
- (iii) You will be required to sign a new occupation agreement on the standard terms applying at the time of your move. You will be responsible for the costs of your transfer, including the costs of third parties involved in the transfer.

### 4.2 Management of the Village

(a) **Conduct Village affairs properly and efficiently:**

We will use reasonable care and skill in:

- (i) ensuring that the affairs of the Village are conducted properly and efficiently; and
- (ii) the exercise and performance of our powers, functions and duties.

(b) **Keep Village in good condition:**

We will keep the Village in good condition and order.

(c) **Maintenance plan:**

We will prepare a long-term plan for maintaining and refurbishing the Village and its facilities (which will be subject to change over time), and we will follow this plan.

(d) **Staffing:**

We will provide all staff needed for the management and operation of the Village with the necessary qualifications.

(e) **Insurance, outgoings and maintenance:**

We will:

- (i) insure the Village property for its full replacement value to the satisfaction of the Statutory Supervisor, if full replacement cover is available. This doesn't cover your personal possessions;
- (ii) arrange for our insurer to confirm that it won't bring a claim against you if you cause the loss or damage (in legal language, to waive its right of subrogation) and ensure the insurances over the Village assets comply with clause 22 of the Code of Practice;
- (iii) pay for any excess we have agreed with our insurer in relation to our insurance policies, unless you or your guests have deliberately or carelessly caused the damage (in which case you will be required to pay the amount of the excess);
- (iv) in circumstances where you have caused loss or damage to our property at the Village and you have an insurance policy that covers this loss or damage, you agree to make a claim for the cost of this loss or damage under your policy and pay the proceeds from this claim to us, to reimburse us for repairing the loss or damage. If you did not deliberately or carelessly cause

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the loss or damage, we will not pursue you for any loss or damage above the insurance proceeds received from your claim; and

- (v) maintain and repair the chattels provided to you in your Suite, and replace these when we reasonably believe the chattels have reached the end of their useful life.

(f) **Consult with residents:**

In addition to other times where we have stated that we will consult with you, we will consult with residents of the Village when required to do so by law. We will follow the Code of Practice requirements when consulting with residents.

### 4.3 Administration of the Village

(a) ***Call and hold meetings of residents:***

We will call and hold meetings with residents in the way described in Appendix A.

(b) ***Make financial statements available to you:***

You can ask us for a copy of our audited financial statements (and those of Ryman Healthcare Limited, our parent company) at any time up to when we repay your RAD. We will give this to you free of charge. Other information about Ryman Healthcare Limited is available online at [www.rymanhealthcare.co.nz](http://www.rymanhealthcare.co.nz).

(c) ***Prepare financial forecasts:***

At the start of each of our accounting periods we will prepare a statement which forecasts for the period:

- (i) the operating expenditure relating to the Village;
- (ii) all expenditure relating to the Village (including amounts repayable to residents, former residents, and their estates);
- (iii) all income relating to the Village; and
- (iv) the amount of the operating expenditure that must be met by the residents of the Village.

We will give a copy of this statement to you within three months of the start of the accounting period.

(d) ***Arrange substitute statutory supervisor:***

If the Statutory Supervisor stops acting as the statutory supervisor for the Village, we will do everything possible to enable a substitute statutory supervisor to be appointed as soon as possible.

(e) ***Interpreter:***

If you are not able to easily communicate in English, we will use an interpreter (at our cost) who is fluent in both English and your preferred language whenever your rights and obligations may be affected.

(f) ***Disposing of the Village:***

We (and any intended purchaser) will consult with you if we are intending to sell or otherwise dispose of our interest in the Village. This consultation will take place at a time specified by the Statutory Supervisor.

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- (g) **Accounts:**  
We will provide accounts setting out the charges residents have agreed for services provided to them and other charges payable by residents.
- (h) **Change in manager:**  
We will consult with you before appointing an outside party to manage the Village (rather than us managing the Village).
- (i) **Change in services:**  
We will consult with you about any proposed changes in the services and benefits provided to you, or the charges that you pay where those changes will or might have a material impact on your occupancy or ability to pay for the services and benefits.
- (j) **Courtesy and respect:**  
We will ensure that our staff and other service providers under our control will treat you with courtesy and respect your rights. We will also ensure that you are not exploited by our staff or other service providers under our control.
- (k) **Compliance with requirements:**  
We will comply with the Retirement Villages Act, applicable regulations, and the Code of Practice (except where we are exempt from having to comply).

#### 4.4 On your departure from the Suite

After you permanently vacate your Suite and remove all your possessions, we will repay your RAD within 30 working days. See clause 6 below for full details. We will be responsible for marketing and reselling the occupation rights to your Suite once you have left, but this will not affect the repayment of your RAD.

#### 4.5 Change of funding options

If you wish to remain in the Suite and change your funding option, you will need to give us written notice to either withdraw your RAD in full or change to a Combination Funding Option. We will repay your full RAD or 50% of your RAD (as applicable) within 30 working days of receiving your written notice. See clause 6 below for full details.

## 5 Terminating this Agreement

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### 5.1 Your right to terminate this Agreement

- (a) You can terminate this Agreement at any time by giving us notice in writing. You need to include in writing the date you wish to permanently leave the Suite (if you are leaving the Suite) or the date you wish to remove your RAD (if you are changing your funding option but remaining in the Suite). Either date must be at least one month after you write to us.
- (b) You can also terminate this Agreement where we have materially breached our obligations to you under this Agreement, you have written to us about the breach, and we haven't fixed the breach within 20 working days of us receiving your written notice. For this purpose, a material breach occurs if we cause a significant and negative impact on your ability to occupy your Suite on an ongoing basis.

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#### 5.2 Our right to terminate this Agreement

- (a) We can only terminate this agreement in certain circumstances. One of the events in the table below must have occurred before we can do so. We will then follow the steps set out below the table.

Circumstances	When these circumstances happen...
Material breach	You have: (a) materially breached this Agreement; and (b) not fixed this breach by the deadline we have given you in writing (the deadline must be at least month after we write to you).
Abandonment	You have: (a) abandoned the Suite (and we've made reasonable enquiries about this); and (b) not moved back into the Suite by the deadline we have given you in writing (the deadline must be at least month after we write to you).
Medical grounds	You have: (a) been certified by a medical practitioner as not being able to live at the Village safely without impacting on other residents (and we've complied with our obligations under the Code of Practice); and (b) been given notice of our intention in writing to terminate this Agreement (which can't terminate earlier than one month after we write to you).
Serious damage/harm	You have: (a) caused serious damage to the Suite or other property at the Village, or serious harm to another person, or are likely to do so; and (b) not fixed this damage or harm, and/or any things that led to this damage or harm, by the deadline we have given you in writing (the deadline must give you a reasonable period of time).

- (b) If we want to end this Agreement because one of these circumstances has occurred, we have to take the following steps:
- (i) We will first write to you about the particular circumstance(s) (see the table above).
  - (ii) If you haven't done what the notice says you must do by the deadline, we will write to you again confirming that this Agreement has terminated.
- (c) Any notice we give you will comply with the Code of Practice.

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### 5.3 When this Agreement terminates automatically

- (a) This Agreement will automatically terminate if:
- (i) you die; or
  - (ii) a Destructive Event destroys or damages your Suite, and you aren't able to continue living in it subject to clause 5.3(b).

A Destructive Event is an event that destroys or materially damages your Suite, such as a fire, earthquake, storm, flood, landslide, or other similar natural or manmade event. This may include a sudden event, or damage over time from a gradual process.

- (b) If a Destructive Event occurs, then:
- (i) We will decide whether or not to rebuild your Suite within a reasonable timeframe following the Destructive Event based on whether in our opinion it is practical to rebuild. We will consult with you before making our decision. Our decision will also depend on whether any regulatory authority allows us to rebuild and what our insurance company says.
  - (ii) If we choose to rebuild your Suite, we'll use all reasonable endeavours to provide you with temporary accommodation.
  - (iii) If we choose not to rebuild your Suite, this Agreement terminates on the date the Destructive Event occurs. We will, at the time we make the decision not to rebuild, notify you in writing after consulting with you as required above. You won't be required to pay any Care Fee (or, if relevant, any Combination Fee) from that time and you will receive the full amount of your RAD back in accordance with clause 6.
  - (iv) Your Suite is part of a larger building. If a Destructive Event makes it impractical for us to repair the building overall, we can choose to demolish the building and terminate this Agreement. This might occur even if your Suite is not damaged or not badly damaged compared to the rest of the building.
  - (v) If your Suite is damaged by a Destructive Event, but you are able to continue living in it, we will repair the damage as soon as possible.
  - (vi) If the Suite is damaged by a Destructive Event and we have elected not to rebuild, we may offer to transfer you to a Suite in another Ryman village on the same terms.

### 5.4 Removal of possessions

When this Agreement terminates you will permanently vacate your Suite and remove all your possessions within 24 hours.

## 6 Repayment of your refundable accommodation deposit (RAD)

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- 6.1 After this agreement terminates we will repay your RAD to you as set out below.
- 6.2 We will only pay your RAD to you once you have:

#### If you are leaving the Suite:

- (a) completed and returned all the paperwork we need from you on termination of this Agreement; and

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

(b) permanently vacated your Suite and removed all your possessions;

**or, if you are remaining in the Suite:**

(c) given written notice to change your funding option; and

(d) completed and returned all the paperwork we need from you to document the change requested.

6.3 We will then pay your RAD to you:

(a) within 5 working days of this Agreement terminating, if we terminate this Agreement;

(b) within 5 working days of us receiving our insurance payout, if this Agreement terminates due to a Destructive Event; or

(c) within 5 working days after a new occupation agreement for your Suite has been entered into and the new RAD has been received, if this Agreement terminates in any other way,

but in any event no later than 30 working days after you have complied with clauses 6.2(a) and 6.2(b) above (if you are leaving your Suite) or complied with clauses 6.2(c) and 6.2(d) above (if you are remaining in the Suite).

6.4 If we haven't repaid your RAD during the 30 working day period under clause 6.3, we will pay interest to you on your RAD (less any other amounts you owe to us) from expiry of the 30 working day period until the date on which we repay your RAD. Interest will be:

(a) calculated quarterly at 11:00am on the first business days of January, April, July and October of each year;

(b) at a rate equal to the Official Cash Rate (as set by the Reserve Bank of New Zealand) on that date plus 1%; and

(c) paid to you when we repay your RAD.

## 7 Your right to cancel this Agreement

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7.1 You have the right to cancel this Agreement:

(a) at any time within 15 working days after you sign this Agreement, without having to give any reason; or

(b) if your Suite is not finished to the point of practical completion within 6 months after the Completion Date (if one is specified in the "Table of Key Terms"), at any time after the expiry of that 6-month period.

7.2 If you want to cancel this Agreement under this clause, you need to write to us. Your written notice needs to comply with section 28 of the Retirement Villages Act. You should talk to your lawyer.

7.3 If you cancel this Agreement under this clause, we will repay all payments you made towards your RAD (plus interest if any) within 10 working days after your written notice of cancellation. We will deduct resident withholding tax from any interest paid to you as part of this repayment, as well as reasonable compensation for any services we provided to you under this Agreement and any damage at the Village that you caused.

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

### 8 If you don't comply with this Agreement

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8.1 If you don't comply with your responsibilities under this Agreement:

- (a) We can do anything reasonable to complete what you haven't done, and can spend a reasonable amount of money to do this.
- (b) You must immediately reimburse us for all the costs we incur in completing what you haven't done. We can charge you interest if you don't reimburse us immediately – see clause 2.1(b) on how this will work.
- (c) We can enter your Suite to complete what you haven't done. We'll act reasonably to minimise disturbance to you.

8.2 This clause doesn't limit any other legal rights we might have if you don't comply.

### 9 General terms

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#### 9.1 Statements about your age and health

You (or, if relevant, your appointed attorney) confirm that the statements made to us about your age and health are correct and won't mislead us. This is important because we have relied on these statements in entering into this Agreement with you. If these statements are wrong or mislead us, there will have been a material breach of this Agreement. This allows us to terminate this Agreement – see clause 5.2.

#### 9.2 Development of Village

- (a) You have the right to call, receive notices of, and attend meetings of residents. These rights are set out in the Retirement Villages Act, associated regulations and the Code of Practice.
- (b) We can choose to carry out further work at the Village, or next to the Village. This might include building additional facilities or units. This work won't breach your right to quiet enjoyment of your Suite as long as we take reasonable steps to consult with you and to minimise the effects of this work on you. Accordingly, you will not oppose any application we make for any consent (including resource consent), licence, permit, plan change or other authority in relation to the development, maintenance and operation of the Village including any extension of the Village and the building of additional facilities and units.
- (c) Where we need you to vacate your Suite to carry out repairs or alterations or to develop the Village, you must do so. We will first consult with you and will arrange to temporarily transfer you to a suite in the Village or another Ryman village, provided there is a space available, and that village is in reasonable proximity to the Village. If no space is available, or there is no village in reasonable proximity, we will pay for any temporary accommodation that may be required.

#### 9.3 Questions about this Agreement

If you have any questions about this Agreement you should contact the Village manager in the first instance.

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

### 9.4 No waiver of our rights

If we have the right to do something under this Agreement, but we don't do so, we can still enforce our rights later unless we've told you in writing that we won't.

### 9.5 Collection of personal information

(a) To enable us to care for you and meet our requirements under this Agreement:

- (i) you authorise us to collect personal information about you from any agency, particularly relating to your physical and mental health; and
- (ii) you authorise these agencies to give this information to us.

(b) You acknowledge that information relating to your care and activities may be used for the purposes of research and quality improvement by Ryman to enhance the overall care and services provided to all Ryman residents. This information will be collected, used and disclosed in accordance with Ryman's Privacy Policy, the Privacy Act 2020, and the Health Information Privacy Code 2020 and any other applicable laws, rules or regulations.

(c) You have the right to see what personal information about you that we hold, and to have any errors in this information corrected.

### 9.6 No lease or interest in land

Under this Agreement you don't obtain any interest in or charge over any of our property or assets, including any leasehold interest (whether registrable or otherwise) in the Suite or in any of the Village. None of the covenants implied in leases by the Property Law Act 2007 apply to this Agreement.

### 9.7 This Agreement overrides other rules

This Agreement overrides anything inconsistent with any management rules applying to the Village.

### 9.8 Relationship with Code of Practice

The Code of Practice applies to this Agreement and we will comply with our obligations as set out in the Code of Practice. If anything in this agreement is less favourable to you than a right you have under the Code of Practice, this Agreement will be considered automatically changed so that you have the more favourable right.

### 9.9 Disputes

We have a complaints procedure in place for any complaints you have in relation to this Agreement, the Suite, the Village, us or other residents. A copy of our complaints procedure is available on request or can be obtained from the Village reception. If the complaints procedure has been followed as required by the Retirement Villages Act, you or we may refer any dispute to a disputes panel under Part 4 of the Retirement Villages Act. Part 4 sets out a procedure that you and we will follow to resolve our dispute and is overseen by the Retirement Commissioner.

### 9.10 Funds provided by another person

If funds are provided by someone else and paid towards your RAD (for example, the trustees of a trust):

- (i) the gift or loan arrangements relating to those funds will be between you and the provider of the funds; and

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

- (ii) we will repay or refund the RAD (after setting off any amounts you owe us) to the provider of the funds if you tell us in writing to do so, or otherwise we will pay this to you.

### 10 Terminology

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In this Agreement there are a number of defined terms set out in the “Table of Key Terms” on page 4 of this Agreement. In addition, the following terms are used throughout this agreement:

*Agreement* means this Occupation Agreement;

*Code of Practice* means the current code of practice applicable to all retirement villages (as approved by the appropriate Minister of the Crown pursuant to section 89 of the Retirement Villages Act).

*RAD* means your refundable accommodation deposit. Details about this are set out on page 2 and in the “Table of Key Terms” on page 4.

*Retirement Villages Act* means the Retirement Villages Act 2003 (as amended or replaced from time to time).

*working day* means any day on which banks are open for normal banking business in the town or city where the Village is located.

*‘you’ and ‘your’* means you jointly and severally, together with your executors and administrators.

## Occupation Agreement (Care Suite – RAD) Anthony Wilding Retirement Village

### Appendix A: Our responsibility to hold meetings Regulation 10, Retirement Village (General) Regulations 2006

This appendix is referred to in clause 4.3(a) earlier in this Agreement.

- 1 We will call meetings of the residents of the Village in the circumstances and for the purposes set out in the table below.
- 2 At these meetings we will give residents information that:
  - (a) relates to the affairs of the Village; and
  - (b) has been requested with reasonable notice by a resident of the Village.

This information may be given orally or in writing.

- 3 These meetings will be chaired by a person appointed by the Statutory Supervisor of the Village.
- 4 These meetings will be called by us providing written notice of the meeting to each resident in accordance with section 106 of the Retirement Villages Act. Notice will be given to residents at least 10 working days before the meeting, together with an agenda for the meeting (unless the meeting is an informal meeting).
- 5 The circumstances and purposes of meetings are as follows.

Item	Circumstances	Purpose
1	Within six months after the end of an accounting period for which financial statements must be prepared for the operator of the retirement village.	Considering the financial statements.
2	There is a statutory supervisor of the Village and the 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.
3	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.