



RYMAN HEALTHCARE

**James Wattie**  
**Retirement Village**  
Disclosure Statement  
(Care Suite with DMF)

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## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

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#### Disclosure Statement

James Wattie Retirement Village	
Section 30(1)(a), Retirement Villages Act 2003	
<b>Disclosure date:</b>	1 September 2025
<b>Retirement village name:</b>	James Wattie Retirement Village
<b>Retirement village street address:</b>	122 Te Aute Road, Havelock North
<b>Retirement village registered office:</b>	Airport Business Park, 92 Russley Road, Christchurch
<b>Retirement village address for service:</b>	Airport Business Park, 92 Russley Road, Christchurch
<b>Operator name:</b>	James Wattie Retirement Village Limited
<b>Operator street address:</b>	122 Te Aute Road, Havelock North
<b>Operator registered office:</b>	Airport Business Park, 92 Russley Road, Christchurch
<b>Contact details:</b>	
• Contact Person	Sally Garvan
• Phone (landline)	06 877 0700
• Email	<a href="mailto:Sally.Garvan@jameswattie.co.nz">Sally.Garvan@jameswattie.co.nz</a>
<b>Retirement village registration date:</b>	5 November 2019 (number 2745692)

# Disclosure Statement (Care Suite with DMF)

## James Wattie Retirement Village

### Introductory statement of information

#### ***Important information for intending residents***

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

You should read this disclosure statement carefully.

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

Ask questions.

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

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

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

It is important that you and your family understand what is involved in entering into an Occupation Agreement to join a retirement village.

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

#### **References to a 'unit'**

In this disclosure statement that a reference to a 'unit' includes a care suite.

#### **References to 'you'**

In this disclosure statement that a reference to a 'you' means you or your attorney, executors and/or administrators.

#### **References to 'existing resident' and 'non-existing resident'**

In this disclosure agreement a reference to an 'existing resident' means a resident of a Ryman village who has been a party to an occupation agreement for a period of at least 12 months prior to entry into an occupation agreement in respect of the care suite. A reference to a 'non-existing resident' means someone who is not an existing resident.

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## James Wattie Retirement Village

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# Disclosure Statement (Care Suite with DMF)

## James Wattie Retirement Village

### 1 Summary of key terms

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The James Wattie Retirement Village (the village) is owned by James Wattie Retirement Village Limited, which is a wholly owned subsidiary of Ryman Healthcare Limited (Ryman).

We will firstly care for you while you reside in your care suite. This includes providing you with nutritious meals, taking care of your needs such as showering and assisting you with medicines, and providing you with a range of activities. At a Ryman village such as ours, we aim to provide with you outstanding care.

Section 2 of this disclosure statement explains our care of you in more detail.

Taking possession and ownership of a retirement village unit is different to ordinary home ownership, and it is important that you fully understand the nature of your ownership interest. It is therefore important that you and your legal advisor review fully this disclosure statement, the Occupation Agreement and the information pack provided.

When you acquire the occupation rights to a Ryman retirement village unit you are granted a lifetime occupation right pursuant to an occupation agreement. This is supported by a mortgage in favour of the statutory supervisor.

At the time we grant you your occupation right, you make an interest free advance to us, known as an Occupancy Advance. In a Ryman village, repayment of your advance is secured by way of the mortgage in favour of the statutory supervisor.

You must also agree to pay a deferred management fee once your Occupation Agreement is terminated. This fee is paid by way of an offset against our repayment to you of the Occupancy Advance. The deferred management fee is 20% of the Occupancy Advance if you are an existing resident, or 30% of the Occupancy Advance if you are a non-existing resident. However, it will be reduced where you have occupied your unit for less than 2 years. A 20% or 30% deferred management fee (as applicable) are our standard terms, but we may agree alternative terms tailored to suit your personal circumstances.

When you terminate the Occupation Agreement, your Occupancy Advance (less the deferred management fee), will be repaid within 30 working days after you permanently vacate your unit. You do not obtain any capital gain, nor do you incur any capital loss on the transaction. Where the Occupation Agreement terminates as a result of death and probate has not been granted within 30 working days, the Occupancy Advance (less the deferred management fee) will be paid to the statutory supervisor of the village pending the granting of probate and paid to the relevant recipient following probate being granted.

While you are a resident you will pay to us a care fee, which relates to our care of you. Payment of your care fee will be met by:

- you assigning your NZ Super payments to us where you are receiving a Residential Care Subsidy; and
- the balance being paid either:
  - o by you monthly in advance (with this payment adjusted proportionately for any part-weeks); or
  - o met out of any Residential Care Subsidy for which you may be eligible.

Please read this disclosure statement carefully, and do ask questions, if you have any queries or concerns.

## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

It is important that you, your appointed attorney (if applicable) and your legal advisor fully review this disclosure statement, the Occupation Agreement and the information pack provided.

#### 2 Care of you

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At Ryman we have over 30 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 or your loved one receive.

It is Ryman's 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 centres are 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 are call bells 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.

#### 3 Care suite

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The village is our residents' home so we aim to make it as comfortable as possible. Our spacious private rooms include modern décor and private ensembles.

Residents in care suites 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.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### 4 Features of the village

(a) **State of the village**

Construction of the village commenced in September 2019.

A multi storey building houses the care facility providing resthome, hospital and dementia level care, together with serviced apartments and the village centre. These facilities were completed early June 2024.

Surrounding the central facilities are independent apartments and independent townhouses. These are scheduled for completion on a staged basis from late 2020.

The buildings are or will be of brick and plaster, tile, coloursteel and membrane roofing system and are (or will be) complemented by asphalt driveways and roadways, professionally landscaped gardens, pathways and street lighting. Heating appliances are or will be fitted within all buildings.

The serviced apartments and independent units are or will be fitted with an emergency call alarm system which is monitored by staff on-site 24 hours per day. The independent units are also fitted with a never alone monitoring system.

(b) **Facilities in the village**

You may refer to the village compendium (which is provided to you on taking up occupation at the village) for more information on the facilities and their availability. The facilities are for the shared use of the residents only, and the availability may change from time to time as advised by the Village Manager.

Facility:	Limits on Availability:
✓ dining facilities	At the nominated times for breakfast, lunch and tea.
✓ lounge or television room	Access to the care residents' lounge.
✓ laundry	Available to serviced apartment residents only. However we will take care of all your laundry needs.
✓ library	Access to the care residents' own library.
Other:	Limits on Availability:
✓ theatre	Movies shown in care residents' lounge.
✓ beauty therapy	Beauty therapy hours are provided in the welcome book. Appointments are made directly with the beauty therapist.
✓ hair salon	Salon hours are displayed in the salon and are provided in the welcome book. Appointments are made directly with the hairdresser.
✓ café/shop (combined)	open at nominated times during the week
✓ chapel/reflection room	no limits

## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

The facilities listed above are those available to care suite residents. In addition to these, there is a swimming pool, spa pool, gymnasium, bowling green, theatre, activities room, arts and craft room, scooter bay and other dining, lounge and bar facilities which are provided for residents of the independent townhouses/apartments and serviced apartments but not the care suites.

No health clinic, pétanque court or tennis court are available at the village.

#### (c) Services available at the village

You may refer to the village welcome book or equivalent (which is provided to you on taking up occupation at the village) for more information on the services available. The services (and the cost of those services) offered may change from time to time as advised by the Village Manager

Service:	Nature, extent and frequency:
✓ gardening	Permanent staff are employed at the village on weekdays to maintain the gardens.
✓ lawnmowing	As for gardens.
✓ repair and maintenance	As for gardens.
✓ nursing and medical services	There are staff on-site 24 hours a day to respond to matters requiring urgent attention. Regular nursing services will be provided to you as your needs require.
✓ provision of meals	Meals are available each day in the care residents' dining room. A sample menu has been provided in your information pack. The menu and meal serving times are provided in the welcome book.
✓ shops and other services for the provision of goods	The shop hours are displayed in the shop window and are provided in the welcome book.
✓ laundry services (other than facilities to do own laundry)	We will take care of your laundry needs.
✓ hairdressing and other personal care services	Salon hours are displayed in the salon and are provided in the welcome book. Appointments are made directly with the hairdresser.
✓ transport services	The activities programme includes scheduled visits to the shops and outings. A sample activities programme is provided in your information pack.
✓ recreation and entertainment services	As for transport.
✓ security services	There are staff on-site 24 hours per day plus there are regular patrols conducted by a security company at night.

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Other:	Nature, extent and frequency:
✓ Wi-Fi internet	Wi-Fi access available in the village centre.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### 5 Who we are

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#### (a) The operator

We – James Wattie Retirement Village Limited – are the owner and operator of the James Wattie Retirement Village. We are a wholly-owned subsidiary of Ryman Healthcare Limited and are a company registered under the Companies Act 1993.

Our directors are:

- Marsha Elizabeth Cadman, Chief Operating Officer.
- Matthew Thomas Prior, Chief Financial Officer.

#### (b) Ownership structure

- The village is owned by us (or, for some parts of the village, by a separate unit title body corporate that we control), except for life interests held by residents in respect of their units.
- You as a resident have the exclusive right to occupy your suite for life (or a shorter period determined by you). Your Occupancy Advance will be secured by a first ranking mortgage over the care centre at the village to the statutory supervisor.

#### (c) Management arrangements

We are responsible for the management of the village, as well as being the operator, with support services being provided by our parent company, Ryman.

Our contact details are listed at the front of this disclosure statement.

The key management personnel at the village (and their contact details) are:

- Village Manager                      06 877 0700
- Clinical Manager                      06 877 0700
- Village Co-ordinator                06 877 0700
- Sales Advisor                          0800 500 285

The village will be staffed 24 hours a day, seven days a week. One of the management personnel will always be on call in cases of emergency.

There is currently no committee of residents of the village. The owner of the village currently meets, or intends to meet, with all the residents on a bi-monthly basis.

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### (d) **Statutory supervisor**

Under the Retirement Villages Act 2003, the operator of a retirement village must appoint a statutory supervisor for the village unless the Registrar of Retirement Villages grants the operator an exemption.

The core duties of a statutory supervisor are to:

- provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the retirement village; and
- monitor the financial position of the retirement village; and
- report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and
- perform any other duties that are imposed by the Act or any other Act, any regulations made under the Act, and any documents of appointment.

The statutory supervisor (and its contact details) for the village is:

Anchorage Trustee Services Limited  
Duncan Cotterill Plaza  
148 Victoria Street, Christchurch

Bridget McCormick  
Phone: 0800 888 093  
Fax: 03 379 2430  
Email: [b.mccormick@anchorage trustees.co.nz](mailto:b.mccormick@anchorage trustees.co.nz)

Anchorage is statutory supervisor for the village under a deed of supervision. Anchorage has been granted a licence to act as a statutory supervisor by the Financial Markets Authority, pursuant to the Financial Markets Supervisors Act 2011.

### (e) **Interests affecting the operator**

The statutory supervisor holds, or will hold:

- ***for care suite residents such as you:***  
a first-ranking mortgage over the care centre at the village to secure your Occupancy Advance and those of other care suite residents – this ranks in priority to NZPT’s interests in this land covered by the NZPT mortgage (see below), meaning that your interests as a care suite resident are protected;
- ***for applicable independent and serviced unit residents:***  
a first-ranking mortgage over our interest in the village (other than the care and community facilities) – this protects applicable residents of independent and serviced units at the village.

Where the care facilities and the village land form part of the same title, this will be the same mortgage.

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Where the care facilities and the village land are on separate titles, these mortgages will be separated.

In addition, a *memorial* will be registered on the title to the land on which your suite is situated. This memorial provides you with legislative protection under the Retirement Villages Act for your lifetime occupation right and your right to enjoy the care facilities.

*New Zealand Permanent Trustees Limited as security trustee for the lenders to the Ryman group (NZPT)* holds or will hold:

- a second ranking mortgage (behind the statutory supervisor mortgage which protects your Occupancy Advance) over the land at the village on which care facilities are located – where the care facilities are in a separate title or combined only with the community facilities; and
- a general security agreement over the assets and undertakings of the operator.

None of these will affect your rights to use the community facilities nor will it affect your care suite.

The maximum amount able to be secured under these two interests is \$500 million.

### 6 Cost of care and your suite

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#### (a) Charges to secure an interest in a care suite

An *initial deposit* of part of the Occupancy Advance must be paid when your application has been accepted by us and approved by your solicitor. **The amount of the deposit will be advised to you before you complete your application.**

The *balance of the Occupancy Advance* is payable following your entry into the Occupation Agreement with us, and on taking possession of your care suite. The amount of the Occupancy Advance is determined by us (taking into account market factors) and is agreed by you in writing by entering into the Occupation Agreement.

Any of these payments you make to us will be held by the statutory supervisor until settlement under the Occupation Agreement.

If you cancel your Occupation Agreement in accordance with the cooling-off provision (as provided by section 28 of the Retirement Villages Act 2003), any moneys paid to us will be returned to you.

#### (b) Charges to pay

##### ***Deferred management fee***

The deferred management fee is a fee for your right to occupy your unit and enjoy the care facilities. However, no payment in relation to this fee is due during the time in which you occupy your unit. Instead, this fee is payable by way of set-off against your Occupancy Advance when it is due to be repaid. Full details of the fee are set out in section 8.

Any obligation to pay you a rebate under the Age-Related Residential Care Agreement for services provided under this agreement and/or your Admission Agreement has been taken into account in setting the deferred management fee (see section 8(b) for details). This obligation is satisfied by repayment of the Occupancy Advance, less the deductions set out in section 8 below to you.

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### James Wattie Retirement Village

#### **Care Fee**

You are required to pay your Care Fee to us. 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.

#### *Amount of your Care Fee*

The initial amount of your Care Fee is set out in the table in Appendix Part C below.

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

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*

The remainder of your Care Fee (after we have applied your NZ Super payments assigned to us) will be payable either:

- by way of a direct debit authority monthly in advance (with the amount payable adjusted proportionately for any part-weeks); or
- met out of any Residential Care Subsidy for which you may be eligible.

#### (c) **Moving into another care suite or from another unit at the village**

##### ***Moving from another unit at the village***

If you are moving into your care suite from an independent or serviced unit at the village, your Occupancy Advance will be payable from the net occupancy advance payment we are required to make to you following the termination of your occupation agreement for that unit and the entry into, and settlement of, a new occupation agreement by a replacement resident. In the intervening period, provided we have received a signed occupation agreement for the care suite and payment of any shortfall of the Occupancy Advance (if any), you will be able to take early possession of your care suite (that is, you will be able to move into your care suite prior to payment of the Occupancy Advance). Your deferred management fee will apply from the date you move into your care suite.

##### ***Moving into another suite***

If you or we think it's necessary, we'll arrange for you to receive appropriate care in a hospital or dementia care room in a Ryman village. You will be responsible for the costs of this transfer, including the costs of third parties involved in the transfer.

If we make this decision, you will have priority over non-residents of the village to shift into the hospital or dementia care room at the village or if such facility is not available at the village, then at another Ryman village, as long as there's a vacancy.

At the time of your transfer we'll give you a copy of the terms on which we provide care to you in the hospital or dementia care room. These terms will be the standard terms in place at that time.

If you move to non-care suite accommodation, the Occupation Agreement will come to an end. You will need to enter into a new admission agreement. This will be our standard admission agreement for the non-care suite accommodation in place at the time of your transfer. You may also need to enter into a new occupation agreement for your new accommodation, depending on the

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accommodation option you choose. This will be our standard occupation agreement for the non-care suite accommodation in place at the time of your transfer. The occupation agreement will outline the pricing structure and any other fees payable by you for your non-care suite accommodation.

#### 7 Your occupation agreement

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##### (a) Your interest

Your Occupation Agreement grants you a personal, non-transferable licence to occupy your care suite, but does not grant you any ownership interest or other interest in any village land or buildings.

##### (b) Your right to cancel the agreement (cooling-off period)

In certain circumstances you are entitled to cancel your Occupation Agreement.

- As a resident you are entitled to cancel within 15 working days of signing your agreement (this period being known as the “cooling-off period”).
- You are also entitled to cancel your agreement if it relates to a care suite to be built or completed at a later date and the care suite is not finished to the point of practical completion within 6 months after the proposed date for completion of the care suite.

This right is given by section 28 of the Retirement Villages Act 2003, which is set out in full in Part C of the Schedule and should be referred to in detail if you are intending to cancel your agreement.

Note that your Occupation Agreement does not contain more favourable cooling-off and cancellation provisions than section 28.

##### (c) Avoiding the agreement

In certain circumstances you may be entitled to avoid your Occupation Agreement, including if the circumstances involve:

- you having entered the agreement with a significant detriment to you;
- a material breach of the Retirement Villages Act 2003; and/or
- deliberate misconduct by us.

Schedule 5 of the Retirement Villages (General) Regulations 2006 is set out in full in Part D of the Schedule and should be referred to in detail if you are intending to avoid your agreement. You should also seek legal advice before using the right.

##### (d) Varying your agreement

Your Occupation Agreement with us may only be amended by the written agreement of us and you.

##### (e) Terminating your agreement

- If your Occupation Agreement is terminated, the effect on any person living with you at the time of termination is that the person is entitled to remain in your unit if that person is a resident and is a party to the agreement.
- You are not exposed to any capital gain or capital loss on termination of your agreement.

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- You have no entitlement to, or in respect of, the purchase price paid by the replacement resident.

#### 8 After leaving your care suite

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##### (a) The sale of your care suite by us

We control the sale of the occupation rights to your care suite.

We undertake the sale and marketing of occupation rights to your unit on the termination of your Occupation Agreement.

##### (b) Charges for a resident leaving permanently

- *Selling and marketing costs:* No costs will be payable by you.
- *Deferred management fee:* The deferred management fee is a fee for your right to occupy your care suite and enjoy the care facilities.

The amount of the deferred management fee is determined by us prior to you entering into your Occupation Agreement with us. Residents and intending residents have no direct role in the setting of the deferred management fee. It is inclusive of GST (if any) and is 20% of your Occupancy Advance if you are an existing resident, or 30% of your Occupancy Advance if you are a non-existing resident (in both cases unless a bespoke deferred management fee has been agreed with you). However, it is reduced where you have occupied your care suite for less than 2 years. The reduction is calculated as follows:

In respect of existing residents:

If your occupation ends before two years, then the DMF is reduced by 7.5% of the Occupancy Advance for each full year of the shortfall, and by a pro rata portion of 0.625% for each additional full month of the shortfall.

By way of example, if your occupation ends 1 year and 4 months prior to the 2-year anniversary of you taking possession of your care suite, your deferred management fee will be reduced from 20% of your Occupancy Advance to 10% of your Occupancy Advance. Payment for this is by way of a deduction through being set off against the Occupancy Advance at the time of repayment.

Calculation of the deferred management fee for residents who transition between care suites at the village is outlined in section 9(g).

In respect of non-existing residents:

If your occupation ends before two years, then the DMF is reduced by 12% of the Occupancy Advance for each full year of the shortfall, and by a pro rata portion of 1% for each additional full month of the shortfall.

By way of example, if your occupation ends 1 year and 4 months prior to the 2-year anniversary of you taking possession of your care suite, your deferred management fee will be reduced from 30% of your Occupancy Advance to 14% of your Occupancy Advance. Payment for this is by way of a deduction through being set off against the Occupancy Advance at the time of repayment.

Calculation of the deferred management fee for residents who transition between care suites at the village is outlined in section 9(g).

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Notwithstanding the above, if you vacate your care suite within 3 months of the commencement of your Occupation Agreement, the DMF will be limited to 5%.

(c) **Relevant deductions and refunds**

- *Refund of Occupancy Advance (less deferred management fee):* You are entitled to a refund of the Occupancy Advance (less deferred management fee) following the termination of your Occupation Agreement. This will be paid within 30 working days of termination of your Occupation Agreement and you permanently vacating the care suite.
- *Deduction of the deferred management fee:* The deferred management fee is inclusive of GST (if any) and is deducted from the Occupancy Advance at the time the Occupancy Advance is repaid to you. Full details of the fee are set out in section 8(b) above.

(d) **Estimated financial return on the refund of your Occupancy Advance**

The estimated financial return that you can expect to receive on the refund of your Occupancy Advance is set out in Appendix C, which has been provided to you along with your application form. Appendix C also includes a summary of some further key terms applying to the occupation of your care suite, which is based on the Retirement Villages Association standard key terms summary. This Schedule should be read in conjunction with and forms part of this disclosure statement.

The capital amount payable on termination is equal to the Occupancy Advance paid by the resident less the deferred management fee. Full details of the deferred management fee are set out in section 8(b) above.

Accordingly, the estimated financial return will reduce for each of the first two years of occupation and will remain the same from the end of year two until termination.

The estimated financial return is not directly affected by the termination of the Occupation Agreement arising out of a breach of this agreement by a resident or a decision of the resident to terminate the agreement voluntarily.

## 9 Other terms relating to your care suite

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(a) **Your rights in relation to your care suite**

As a resident, you will not have the right to transfer your rights to your suite or any other property or grant a security interest in the termination proceeds in your suite. This means you can't transfer your right to be repaid your Occupancy Advance to a third party, and that you can't mortgage or otherwise borrow against your interest in your suite.

(b) **Prohibitions in relation to your care suite**

As a resident, you are prohibited from doing the following in relation to your care suite without our consent, in our absolute discretion:

- Letting the suite to another person
- Having a member of your family (including a de facto partner) stay with you on a permanent or long-term basis
- Having a guest stay with you (although we can give permission in advance for guests to stay with you in certain circumstances)

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- Having a person stay with you as a companion or carer for you
- Having a person board with you in your suite; and
- Having a person stay in the suite to mind it while you are away.

In addition, you will not be able to keep a pet in your suite.

### (c) **Responsibilities when living in or using your care suite**

As a resident, you will be responsible for the following matters in relation to your care suite:

- You may only use your suite for your personal occupation and must not be responsible for anything which causes disturbance, nuisance or annoyance to other residents or those occupying neighbouring properties.
- You may not undertake any alterations or additions to your suite without our prior consent, which we may withhold in our sole discretion.
- You will permit us (or persons authorised by us) to enter your suite, causing as little disturbance as possible to you, in order to do the following:
  - inspect your unit;
  - give care and assistance to you; and
  - carry out any repairs or alterations (either needed or desired).
- The village is a smoke-free area along with all other Ryman villages. As an incoming resident you must not smoke anywhere in the village (including in or around your unit) and you must ensure that any person visiting you also refrains from smoking anywhere in the village. This includes cigarettes, cigars, e-cigarettes, vapes, electronic nicotine delivery systems and any other tobacco products or similar items.
- 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 community 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.

### (d) **Maintenance and refurbishment**

We are responsible for undertaking all maintenance in respect of the care suite and care facilities.

We are responsible for refurbishment of the interior of your suite following termination of your Occupation Agreement. You are responsible for any damage to the suite during your occupancy which is more than fair wear and tear.

If you choose to replace items in your suite which remain in working order (such as carpets or curtains) replacement will be at your cost and will be subject to our approval.

In general if you undertake improvements to the suite you should have no expectation that you will be reimbursed for the cost or value of those improvements, unless we have agreed to reimburse you in writing prior to the improvements being undertaken.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

Note that there is no separate maintenance or sinking fund for the village.

(e) **Access to financial accounts and other documents**

Under the Retirement Villages Act we are obligated to prepare financial statements relating to us (the operator). These financial statements will be audited by our auditors as required under the Act, and the annual financial statements will be filed with the Registrar of Companies, the Registrar of Retirement Villages and as otherwise required by law. We will also provide a copy to the statutory supervisor.

Our most recent audited financial statements are available to you (or your personal representative) free of charge.

Separate financial statements for the village are not required, and no other accounts or financial statements are prepared in relation to the village.

The village has adopted policies and procedures which, together with the Occupation Agreement and disclosure statement, address fully the provisions of the Code of Practice. A copy of the village's safety and personal security policy and the complaints procedure is attached as Appendix B. The village's full fire protection and emergency management policy and evacuation procedure will be provided in your compendium when you take up residence. In addition you may request a copy of the evacuation scheme and the fire and evacuation drill records at any time. A copy of the Code of Practice is attached as Appendix B.

(f) **Insurance**

We hold full replacement insurance for your suite and for its fixtures and fittings. In addition, our insurers have waived their right (of subrogation) to make any claims against you. Insurances carried by Ryman Healthcare Limited on behalf of the Operator include Business Interruption, Professional Indemnity, General Liability, Directors and Officers Liability, Statutory Liability & Employers Liability.

We will use our reasonable endeavours to provide temporary accommodation if your suite is damaged and your suite is unable to be occupied during repair.

You are responsible for your belongings and the chattels in your suite. It is your responsibility to effect contents insurance in respect of your possessions and your chattels.

If the village was totally destroyed and we choose not to rebuild your suite (for example, in the case of severe earthquake damage) then:

- No deferred management fee would be charged to you;
- you would receive your full Occupancy Advance; and
- any surplus insurance proceeds from land and buildings indemnity payments (from our insurers and EQC) would be paid to you to the extent that they relate to your suite.

(g) **Moving into another care suite**

In the event you are offered occupation rights to another care suite within the village:

- you will be required to pay the deferred management fee in respect of your existing care suite/occupation agreement;

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

- you will be responsible for the payment of any other incidental costs (including third party costs) arising from you moving from your care suite into another care suite;
- a new Occupancy Advance will be payable in respect of the new care suite/occupation agreement;
- occupation rights to the new care suite will be offered to you on the terms and conditions, including price, applying to that unit at the time of the offer;
- these payments may be made by way of set off as determined by us.

If you agree to the offer you will enter into a new Occupation Agreement in respect of the new care suite. However, the cumulative deferred management fee percentage will be 20% or 30% in respect of both care suites, depending on whether you occupied your first care suite as an existing resident or as a non-existing resident.

For example:

- if you are an existing resident and occupy your first care suite and a deferred management fee of 8% of the Occupancy Advance is charged in respect of your first care suite then the deferred management fee charge is 12% in respect of the Occupancy Advance for the new care suite
- if you are a non-existing resident and occupy your first care suite and a deferred management fee of 8% of the Occupancy Advance is charged in respect of your first care suite then the deferred management fee charge is 22% in respect of the Occupancy Advance for the new care suite

Also refer section 8(b) for further details on the deferred management fee.

### (h) **Effect of marriage etc. on your agreement**

If you marry or enter into a civil union (irrespective of whether you were in another marriage or civil union when your Occupation Agreement was made) your Occupation Agreement is not affected. However, your new spouse or civil union partner will need to apply to become a resident if the spouse or partner wishes to reside at the village. Our usual terms and conditions will apply in respect of that application, including meeting the requirements for receiving care at the level provided in your care suite.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### 10 Schedule

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#### Schedule Part A:

##### Repayment of Occupancy Advance

As at the date of this disclosure statement there were 66 serviced apartments (46 of which are unoccupied), 44 independent apartments (0 of which are unoccupied), and 103 independent townhouses (1 of which is unoccupied).

For care suites repayment is made within 30 working days of the suite being permanently vacated and all possessions being removed. Where the Occupation Agreement terminates as a result of death and probate has not been granted within 30 working days, the Occupancy Advance (less the deferred management fee) will be paid to the statutory supervisor of the village pending the granting of probate and paid to the relevant recipient following probate being granted.

##### Resale (Previously Occupied) Units

- Serviced Units – 1 sold with time taken to sell each unit ranging from 180 to 180 days with an average of 180 days;  
Actual days to sell were: 180 (unit JWASA262A).
- Independent Units – 4 sold with time taken to sell each unit ranging from 41 to 180 days with an average of 96 days;  
Actual days to payout were: 176 (unit JWAIA109), 41 (unit JWAIA112), 119 (unit JWATH033), 46 (unit JWATH065).

##### New (Previously Unoccupied) Units – Nil

The data above applies to independent and serviced units.

As noted above, we commit to repaying a care suite occupancy advance (less deferred management fee) within 30 working days of the resident permanently vacating their care suite and removing all their possessions.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### Schedule Part B:

#### Section 28 Retirement Villages Act 2003 (cancellation of your Occupation Agreement)

##### Cooling-off period and cancellation for delay

*(below is a copy of the full text of section 28 of the Retirement Villages Act 2003)*

- 1) An occupation right agreement must contain a provision allowing a resident (other than a person who is a resident solely because paragraph (c) of the definition of resident applies to that person) to cancel the agreement,—
  - (a) without having to give any reason, by notice given not later than 15 working days after the agreement is signed by the resident; and
  - (b) if the agreement relates to a residential unit to be built or completed at a later date and the residential unit is not finished to the point of practical completion within 6 months after the proposed date for completion of the unit, by notice given at any time after the expiry of that 6-month period.
- 2) Notice of cancellation—
  - (a) must be in writing and in a form that indicates (irrespective of the exact words used) the intention of the resident to cancel the agreement; and
  - (b) may be given by the resident or any person authorised in writing by the resident to act on his or her behalf.
- 3) The notice may be given to—
  - (a) the operator; or
  - (b) the real estate agent or other person who dealt with the resident on behalf of the operator when the resident acquired an occupation right, unless the operator has notified the resident that the person has ceased to act on behalf of the operator; or
  - (c) any person who the operator has notified the resident is a person authorised to receive communications on behalf of the operator.
- 4) The operator is entitled to reasonable compensation for services provided to the resident under the occupation right agreement and for damage to a residential unit or any facilities in the retirement village for which the resident is responsible before the cancellation takes effect.
- 5) Despite subsection (1), an occupation right agreement may contain a cancellation provision of the kind referred to in subsection (1) that is more favourable to the resident than the provision referred to in subsection (1), but, if the agreement fails to contain any provision of the kind referred to in subsection (1) or contains a provision that is less favourable to the resident than that provision, the agreement is deemed to contain the provision referred to in subsection (1).

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### Definitions

The Definitions below are taken from the Retirement Villages Act 2003 and relate to terms used in Section 28 (above):

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

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

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

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

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

*resident* means any of the following:

- (a) a person who enters into an occupation right agreement with the operator of a retirement village:
- (b) a person who, under an occupation right agreement, is, for the time being, entitled to occupy a residential unit within a retirement village, whether or not the agreement is made with that person or some other person:
- (c) if the occupation right agreement so provides or with the consent of the operator of the retirement village, the spouse, civil union partner, or de facto partner of the person referred to in paragraph (b) who is occupying the residential unit with that person, or after that person's death or departure from the retirement village.

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

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

- (a) gardening, repair or maintenance services
- (b) nursing or medical services
- (c) the provision of meals
- (d) shops and other services for the provision of goods
- (e) laundry services (not being the provision of facilities for residents to carry out their own laundry)

## **Disclosure Statement (Care Suite with DMF)** **James Wattie Retirement Village**

- (f) services (for example, hairdressing services) for the personal care of residents
- (g) transport services
- (h) services for recreation or entertainment
- (i) security services
- (j) other services for the care or benefit of residents

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### Schedule Part C:

#### Schedule 5 Retirement Villages (General) Regulations 2006 (avoiding your Occupation Agreement)

#### Information about avoiding occupation rights agreement

*(below is a copy of the full text of Schedule 5 of the Retirement Villages (General) Regulations 2006)*

Section 31 of the Retirement Villages Act 2003 gives you the right to avoid an agreement that you enter into for the right to occupy a residential unit in a retirement village, but only if you enter into the agreement in the circumstances described in a row of the table below and the circumstances involve—

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

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

Circumstances	Period
The village was not registered, but was required to be	3 years after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
The registration of the village was suspended and the operator had been notified of the suspension	3 years after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
The agreement did not contain, in clear and unambiguous form, the material it was required by the Act to contain	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
You did not receive independent legal advice before entering into the agreement	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
Before entering into the agreement, you did not receive a disclosure statement that complied with the Act, the residents' code of rights, the code of practice or a statement when the code would come into force, and a copy of the agreement	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first

## **Disclosure Statement (Care Suite with DMF)**

### **James Wattie Retirement Village**

You should seek legal advice before using the right.

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

The operator may dispute your use of the right, refer the dispute to a disputes panel under the Retirement Villages Act 2003, and refuse to pay the refund while the dispute is unresolved.

## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

#### 11 Regulatory index

The Retirement Villages (General) Regulations 2006 require certain disclosures to be made in disclosure statements. These are set out as follows, with reference to their location within this disclosure statement.

Regulation	Section	Page
14. Ownership structure and occupancy rights	5(a), (b), (c), (e) 7(a)	6, 7, 8 10, 11
15. Resident's interest in residual unit		
• 15(2)(a)–(f)	6(a) 8(a), (b), (c), (d) 9(a), (b), (c), (d)	8 11, 12 12, 13
• 15(2)(g)	6(a) 7(b) 8(b) 9(f)	8 10 11 14
16. Management arrangements for retirement village	5(c)	6
17. Statutory supervisor	5(d)	7
18. State of retirement village	4(a), (b) Schedule Part A	3, 4 16
19. Services and facilities at retirement village	4(b), (c)	3, 4, 5
20. Charges		
• 20(2)(a)	Appendix C	30
• 20(2)(b)	6(a) Appendix C	8 30
• 20(2)(c)	8(b)	11, 12
• 20(2)(d)	6(c)	9, 10
• 20(2)(e)	6(b)	8, 9
• 20(2)(f)-(g)	9(d), (f)	13, 14
• 20(2)(h)	N/A	
21. Maintenance and refurbishment	9(d)	13, 14
22. Financial accounts for retirement village	9(e)	14
23. Cooling-off period and cancellation of occupation right agreement	7(b) Schedule Part B	10 17
24. Varying occupation right agreement	7(4)	10

## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

Regulation	Section	Page
25. Termination of occupation right agreement	6(a) 7(e)	8 10, 11
26. Deductions from payments by and to residents	6(a) 8(b), (c), (d)	8 11, 12
27. Estimated financial return on disposal of residential unit	8(d) Appendix C	12 29
28. Exemption from requirement to comply with Code of Practice	N/A	
29. Formal matters		
• 29(1)(a) – (f)	Introductory pages	
• 29(1)(g)	7(b) Schedule Part C	10 20
30. Responsibilities for insurance	9(f)	14
31. Moving into rest home or hospital care institution in retirement village	6(c)	9, 10
32. Effect of marriage, etc, on occupation right a Services and other benefits	9(h)	15
33. Financial assistance	N/A	
34. Basis for working out prospective financial information	N/A	
35. Details relating to certain security interests	N/A	

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### 12 Appendices

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#### Appendix A: Resident Code of Rights

##### Services and other benefits

You have the right to services and other benefits promised to you in your occupation right agreement.

##### Information

You have the right to information relating to any matters affecting, or likely to affect, the terms or conditions of your residency.

##### Consultation

You have the right to be consulted by the operator about any proposed changes in the services and benefits provided or the charges that you pay that will or might have a material impact on your:

- occupancy; or
- ability to pay for the services and benefits provided.

##### Right to complain

You have the right to complain to the operator and to receive a response within a reasonable time.

##### Disputes

You have the right to a speedy and efficient process for resolving disputes between you and the operator or between you and other residents of the village.

##### Use of support person or representative

You have the right, in your dealings with the operator or other residents of the village, to involve a support person or a person to represent you. The cost of involving a support person or person to represent you must be met by you.

##### Right to be treated with courtesy and have rights respected

You have the right to be treated with courtesy and have your rights respected by the operator, the people who work at the village, and the people who provide services at the village.

##### Right not to be exploited

You have the right not to be exploited by the operator, the people who work at the village, and the people who provide services at the village.

##### Your obligations to others

Your rights exist alongside the rights of other residents and the rights of the operator, the people who work at the village, and the people who provide services at the village. In the same way that these people are expected to respect your rights, it is expected that you in return will respect their rights and treat them with courtesy.

##### Operator's contact person

If you want more information about your rights or wish to make a complaint against the operator or another resident, the operator's contact person is The Village Manager. See contact details on page 11.

## **Disclosure Statement (Care Suite with DMF)**

### **James Wattie Retirement Village**

#### **Other contact persons**

Other contact persons, if you want to make a complaint about a breach of your rights, are:

- the statutory supervisor
- the Registrar of Retirement Villages

#### **Information**

The Retirement Commissioner publishes information on the code of residents' rights and dispute procedures available under the Retirement Villages Act 2003 that may assist to resolve your complaint.

## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

#### Appendix B: Policies

##### Safety and Personal Security

The security of residents is paramount at all times, as is the safety of staff and the safe keeping of personal effects and property.

The Village has a challenge policy whereby staff should greet people entering or wandering through the facility and ask if they can assist them. The staff member is to find out who the visitor is there to see and if the visitor is new to the complex the person is to be escorted to the room of the resident they are there to visit.

The challenge policy is not confrontational but rather a way to welcome people and to ensure that they are bona fide visitors.

All staff must wear their name badge whilst at work so that residents can identify them and visiting trades people are to sign in at reception and be escorted as necessary by a staff member.

Regular security checks are undertaken by staff (internal) and a contracted security company undertakes random external security checks at night.

Retirement village residents are encouraged to ring their nurse call bell if they have any concerns regarding security. The Village operates a neighbourhood watch scheme. Memos go out twice per year encouraging residents to be mindful of their neighbours, etc.

A "call system" is available to summon assistance when required that is easily identifiable, accessible and appropriate to the needs of the resident group and the service setting. The system is easily used by the resident or staff to summon assistance if required.

All residents and staff have access to and receive appropriate information, training and equipment to respond to identified emergency and security situations.

Staff are trained in order to provide a level of first aid and emergency treatment appropriate for the degree of risk associated with the provision of the service.

##### Complaints Process

To ensure the highest standard of care and service is offered to our residents living within this village, a clear and accessible complaints, compliments & suggestions process is available. This is available on request or can be obtained from the Village reception. The policy sets out details of the particular steps involved in resolving a formal complaint.

We encourage you, your relatives and visitors to feel confident to voice concerns or compliments regarding the care and services offered within this facility to appropriate personnel. We believe that any complaints or issues you may have should be actively acknowledged and we are committed to resolving them.

Every person has the right to complain and a complaint does not necessarily need to be made in writing. Your complaints may be made anonymously, but in this situation it cannot be responded to individually. We are genuinely committed to ensuring that all complaints or suggestions are documented, viewed seriously, investigated and followed up immediately.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

### ***Process for making a complaint or suggestion***

You and your family must feel secure that you will not be adversely affected by exercising your right to question the service being provided. Therefore, our village gives you absolute assurance that the continuity of service will be maintained during the facilitation and resolution of any concern or complaint.

Always feel welcome to approach or contact the Manager or the senior person on duty directly to discuss any issue pertaining to care and services. The Manager is generally available within working hours during weekdays, but to ensure availability it is recommended you make a mutually convenient appointment time by contacting the village reception. You should feel free to bring a support person or advocate.

Some issues or concerns are genuine misunderstandings or minor and can be immediately attended to and rectified to each person's satisfaction. In this case, and if agreed, a formal complaint process does not need to be instituted in full.

You should feel free at any time to ask the Manager for information about your rights as a resident. The Retirement Commissioner has also published information about your rights, and the complaints and disputes procedure.

### ***Complaint process***

- (a) When a complaint is significant and/or lodged in writing, the complainant will be advised in writing, by the Manager, within 5 working days that the complaint has been received.
- (b) After a full inquiry into the complaint by the Manager, and within 10 working days of receipt of the complaint, the Manager will meet and discuss the complaint with the complainant and/or advocate and appropriately designated staff. If resolution is reached, this will be put in writing.
- (c) If agreement is not reached during the initial meeting, the Manager will be responsible for setting up a further meeting. This meeting of informal mediation will ensure all appropriate people and their advocates are present and will occur within 20 working days of receipt of the initial complaint. If resolution is reached after this meeting, this will be put in writing.

### ***Commitment***

At all times we are committed to ensuring open and effective dialogue with you, your relatives and visitors and we make every effort to ensure a timely, positive and satisfactory outcome and resolution to all complaints received by our management team.

### ***Other Options Available***

In the first instance we recommend and encourage you to approach the Manager of your village with your complaint or concern so it can be investigated and resolved at the village. In the event that a satisfactory outcome is not achieved with the Manager then there are other options available to you.

You may engage the assistance of the following people:

- The Chief Executive, Ryman Healthcare, PO Box 771 Christchurch, Phone 0800 588 222
- The Statutory Supervisor, Anchorage Trustee Services Ltd, PO Box 5 Christchurch, Phone 0800 888 093
- The Executive Director, Retirement Village Association, PO Box 25 022, Panama Street, Wellington, Phone: 04 499 7090

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

- Registrar of Retirement Villages, Private Bag 92 061, Auckland,  
Phone: 0508 266 726

### **Disputes**

If 20 working days have elapsed since the complaint was referred to the Manager and the matter has not been resolved to your satisfaction, you may apply (by giving the Manager a dispute notice) to have the dispute resolved by a Disputes Panel. A dispute notice may be given in the circumstance described in Section 53 Retirement Villages Act 2003 (refer to copy of section attached).

If the panel considers that the dispute is appropriate to be heard, they will make a ruling in favour of either the resident or the operator and provide an outcome and closure to the dispute.

### **Retirement Villages Act 2003 – Section 53 – Types of Dispute for which resident may give dispute notice**

1. A resident may give a dispute notice for the resolution of a dispute concerning any of the operator's decisions –
  - (a) affecting the resident's occupation right or right to access services or facilities; or
  - (b) relating to changes to charges for outgoings or access to services or facilities imposed or payable under the resident's occupation right agreement; or
  - (c) relating to the charges or deductions imposed as a result of the resident's occupation right coming to an end for any reason or relating to money due to the resident under the resident's occupation right agreement following termination or avoidance under section 31 of the resident's occupation right agreement; or
  - (d) relating to an alleged breach of a right referred to in the code of resident's rights or in the code of practice.
2. Nothing in subsection 1 enables a resident to give a dispute notice concerning any health services 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.
3. A resident may give a dispute notice for resolution of a dispute concerning the operator's breach of the resident's occupation right agreement or code of practice in disposing of a residential unit in a retirement village formerly occupied by the resident.
4. A resident may give notice for the resolution of a dispute affecting the resident's occupation right between the resident and any other person who is
  - (a) another resident of the retirement village; or
  - (b) in another resident's residential unit with that other resident's permission.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

**Appendix C: Intending resident specific details – note a completed Appendix C will be disclosed separately when signing the Application Form**

### A1: Details of Care Suite in which you have expressed an interest

Care Suite:	
Occupancy Advance	\$
Initial Care Fee:	\$ per week

#### **Estimated financial return on the refund of your Occupancy Advance**

The estimated financial return that you can expect to receive on the refund of your Occupancy Advance is set out in the table below:

Length of time	Initial capital amount	Deduction for deferred management fee	Estimated refunds / financial return
One (1) year	\$	\$	\$
Two (2) years	\$	\$	\$
Five (5) years & Ten (10) years	\$	\$	\$

The capital amount payable on termination is equal to the Occupancy Advance paid by the resident less the deferred management fee. Full details of the deferred management fee are set out in section 8(b) of the disclosure statement.

The estimated financial return is not directly affected by the termination of the Occupation Agreement arising out of a breach of this agreement by a resident or a decision of the resident to terminate the agreement voluntarily.

Key Term	Details for Resident/Unit
<b>Fees payable by resident</b>	
<b>1</b> Maximum deferred management fee (or equivalent fees) payable by resident for the unit	<p>Maximum total as a percentage of Occupancy Advance in respect of existing residents: 20% (unless we have agreed a bespoke deferred management fee with you)</p> <p><i>Method of calculation:</i> 20% of Occupancy Advance, reduced if you occupy your unit for less than 2 years.</p> <p>The reduction is 7.5% for each full year of the shortfall and is pro-rated for full months remaining in any part-year.</p>

## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

		<p>Maximum total as a percentage of Occupancy Advance in respect of non-existing residents: 30% (unless we have agreed a bespoke deferred management fee with you)</p> <p><i>Method of calculation:</i> 30% of Occupancy Advance, reduced if you occupy your unit for less than 2 years.</p> <p>The reduction is 12% for each full year of the shortfall and is pro-rated for full months remaining in any part-year.</p>
		<p>In respect of both existing and non-existing residents, if the care suite is vacated within 3 months of the commencement of the Occupation Agreement, the DMF will be limited to 5%.</p>
<b>2</b>	<p>Weekly fees payable by resident:</p> <ul style="list-style-type: none"> <li>• How much?</li> <li>• Can these be increased by the Operator?</li> <li>• If yes, how often?</li> </ul>	<p>Refer to A1 above.</p> <p>Care Fees Yes</p> <p>The Care Fees are a variable amount depending on the outcome of the Government's annual review of the fees payable.</p>
<b>3</b>	<p>Are there any other regular fees payable by the resident to the operator and can these be increased?</p>	<p>No other regular fees</p>
<b>4</b>	<p>Does the resident contribute to long term maintenance through a contribution to a specific village sinking or maintenance account?</p>	<p>No</p>
<b>5</b>	<p>Fees payable on termination (excluding deferred management fee)</p>	<p>Nil</p>
<b>Capital gains / losses</b>		
<b>6</b>	<p>Does the resident share in any capital gain on the sale of the unit? If yes, what share?</p>	<p>No</p>
<b>7</b>	<p>Is the resident exposed to any capital loss on the sale of the unit? If yes, what is the exposure?</p>	<p>No</p>

## Disclosure Statement (Care Suite with DMF)

### James Wattie Retirement Village

Leaving the unit		
8	Once the resident has left their unit when do they stop paying weekly fees?	When the resident has permanently vacated the unit and removed all their possessions.
9	When does the resident or their estate receive the capital refund (Less deferred management fee and other fees/charges)?	<p>Within 5 working days after the following relevant event:</p> <ul style="list-style-type: none"> <li>a new occupation agreement for the care suite has been entered into by a new resident and the new resident's occupancy advance has been paid; or</li> <li>the occupation agreement ending – if the operator ends the occupation agreement; or</li> <li>the operator receives the insurance payout if the agreement ends due to a destructive event (e.g. an earthquake) as set out in the occupation agreement,</li> </ul> <p>but in any event within 30 working days after the resident has:</p> <ul style="list-style-type: none"> <li>completed and returned all the paperwork required on termination of the occupation agreement; and</li> <li>permanently vacated the care suite and removed all of their possessions.</li> </ul>
10	Is any compensation payable to a resident if a unit is not promptly relicensed?	No
11	When leaving the unit is the resident required to contribute to the refurbishment of the unit, and if so, what amount or formula will be used?	No – unless the resident has caused damage to the unit which is more than fair wear and tear. In that unlikely case, the resident may be responsible for up to the full cost of refurbishing the unit.
Transferring between units within the village		
12	Does the resident have priority access over non-residents to transfer to another unit at the village?	Yes
13	For the resident's new unit, is there a credit for any deferred management fee (or equivalent fees) paid by the resident for their earlier unit(s) at the village? If yes, how does the credit work?	Only for earlier care suites. In that situation the cumulative deferred management fee percentage will be capped at the fee percentage (being 20% in respect of existing residents and 30% in respect of non-existing residents) recorded in the occupation rights agreement entered into in respect of your first care suite.

## Disclosure Statement (Care Suite with DMF) James Wattie Retirement Village

Current care options at the Village		
<b>14</b>	<p>Is there or will there be an aged care facility available at the village?</p> <p>If so, how many rooms are currently available in each care category?</p>	<p>Yes Resthome / Hospital / Special Care (dementia)</p> <p>35 Resthome 35 Hospital 20 Special Care (dementia)</p>
<b>15</b>	<p>Do you currently offer standard aged care rooms, i.e. where there is no requirement to pay premium room charges or purchase an ORA?</p>	<p>Yes, as available from time to time once the care facilities are open.</p>
<b>16</b>	<p>Does the resident have priority over non-residents to transfer to the care options outlined above?</p>	<p>Yes</p>

This Summary is a general statement of the key terms of the offer at the village. For full details refer to the disclosure statement and occupation right agreement for this village.

\*Different terms apply if the resident leaves the unit due to a damage or destruction event or if the operator has terminated the resident's occupancy.