



RYMAN HEALTHCARE

Rita Angus

Retirement Village

Occupation Agreement (Care)

Date:

Parties

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

Occupation Agreement (Care)

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Table of Key Terms	
Care Unit:	The Care Unit known as [insert] in the Village (as at the date of this Agreement).
Resident Fund (Parts A and B apply) or Paying an Occupancy Advance (Parts A and C apply)	[Resident Fund OR Paying Occupancy Advance]
Proposed completion date for construction of the Care Unit (if relevant) (the Completion Date):	[insert or N/A]
Date on which your occupation commences (the Occupation Date):	[insert]
Care Fee: (initial amount at date of this Agreement)	[\$[insert] per week]
If paying as a Resident Fund:	
Resident Fund Amount:	[\$[insert or N/A]
Daily Accommodation Premium Fee at time of Agreement (full rate)¹	[\$[insert or N/A]
Daily Accommodation Premium Fee Discount Amount (the Discount Amount)	[\$[insert or N/A] per week]
Daily Accommodation Premium Fee (to be paid): (amount at date of this Agreement)	[\$[insert or N/A] per week]
If paying an Occupancy Advance:	
Occupancy Advance:	[\$[insert or N/A]
Deferred Management Fee: refer Part C, clause 18)	N/A or See clause 18 for full details. This is an amount equal to up to \$[*], being [30]% of your Occupancy Advance, which: <ul style="list-style-type: none"> • is calculated over [2] years, with an initial deduction of [6]% on the Occupation Date]; • is only payable on termination of this Agreement; and • is not payable where we don't provide you the Care Unit for life (or for a shorter period as determined by you) e.g. if your Care Unit is destroyed and we do not rebuild.

¹ This is recorded for administrative purposes and is not payable you. Please refer to the “Daily Accommodation Fee (to be paid)” for the amount you are required to pay as at the date of this Agreement.

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Name of current statutory supervisor (the <i>Statutory Supervisor</i>):	Anchorage Trustee Services Limited
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Execution

Rita Angus 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.

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Certificate of execution by lawyer

Name of Village: Rita Angus Retirement Village

Registration number of Village: 1989649

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): _____

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Schedule 1 – General terms

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Part A – General terms

1 Application of Part A

This Part A applies whether you are providing a Resident Fund or an Occupancy Advance.

2 Your rights

2.1 Occupy the Care Unit for life

You have the right to occupy your Care Unit during your life from the Occupation Date.

2.2 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.

2.3 Termination of agreement

You have the right to terminate this Agreement under clause 6.

2.4 Cancellation of Agreement

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

3 Your obligations

3.1 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) **Resident Fund and Daily Accommodation Premium Fee or Occupancy Advance and Deferred Management Fee:** These amounts are described in Part B (Resident Fund and Daily Accommodation Premium Fee) and Part C (Occupancy Advance and Deferred Management Fee).
- (ii) **Care Fee and additional services:**
 - (A) Your Care Fee is calculated on the basis of the level of care you need and any funding you receive. The Government prescribes the care fee rate that covers basic accommodation, food, laundry, nursing, GP visits, prescribed medicines, incontinence products and transport to certain health services. Further details of the services covered by the care fee are set out in your Admission Agreement.
 - (B) You must pay your Care Fee monthly in advance in accordance with the terms of your Admission Agreement (noting that it may be met in whole or part by a Government subsidy). Your Admission Agreement sets out further details regarding payment of the Care Fee and applicable subsidies.
 - (C) You must pay for any additional services you request and receive (not being services covered by the Care Fee) in accordance with the terms of your Admission Agreement.

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(iii) **Telephone and other utilities:**

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

- (A) the costs of having a personal telephone and internet connection in the Care Unit, including installation and ongoing charges; and
- (B) any other utility charges that are not covered by the Care Fee and are appropriate to individually charge to the Care Unit (e.g. Sky television).

(b) **Interest**

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%. For the avoidance of doubt, no interest is payable (by you or us) in respect of the Resident Fund Amount, Occupancy Advance, or Deferred Management Fee).

(c) **Direct debit**

You agree to establish a direct debit authorisation upon your entry to the Village for the payment of any fees due under 2.1(a)(ii) and (iii) above.

3.2 Changes in fees

Care Fee

Care fees are reviewed by the Government annually and we will notify you of any change to your Care Fee as soon as we are advised by the Government each year. Your Care Fee will also change if the care level that you need changes (from the date we commence providing the new level of care to you). Your Admission Agreement contains further information on changes to your Care Fee.

3.3 Responsibilities

(a) **Use of the Care Unit:**

You can only use the Care Unit 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 Care Unit and surrounds clean and tidy:**

- (i) Where we reasonably believe you or your guests deliberately or carelessly caused damage or loss to your Care Unit or the Village (or any chattels provided by us in your Care Unit), you will be responsible for such damage or loss (or for any excess payable if the damage or loss is covered by our insurance). We will consult with you if we think this is the case.
- (ii) If you cause any damage or loss to the Care Unit (including any chattels provided by us in your Care Unit) 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 Care Unit 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.

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

If you elect to install equipment in your Care Unit 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 Care Unit.

(e) **Allow access to Care Unit:**

You will let us enter the Care Unit, so that we can inspect the Care Unit, 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 (and we will consult with you before adopting or amending any rules). You can request a copy of the rules from the Village Manager at any time, and you agree to 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 strongly recommend you take out insurance for your possessions.

(i) **Damage / leak in your Care Unit:**

If you become aware of any damage or leak in your Care Unit, you must tell us straight away. We can then keep your Care Unit in good repair and condition. We will pay for any costs of repair (unless we reasonably believe you or your guests deliberately or carelessly caused the damage, in which case clause 3.3(c) will apply).

(j) **Keep a will:**

Before you arrive at the Care Unit you agree to have made a legal will. You will keep a legal will in place while you occupy the Care Unit.

(k) **Expenses arising from your death or departure:**

You will pay for all expenses relating to your death or your departure from the Care Unit. 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 Care Unit you must remove all your possessions. You need to ensure your Care Unit 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 Care Unit, 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.

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(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.

3.4 Prohibitions

(a) ***No transfer of the rights to your Care Unit:***

You are not allowed to transfer your rights to the Care Unit or any of our property or grant these as security to any potential lender of money to you.

(b) ***Alterations to the Care Unit:***

You can't alter the Care Unit in any way unless we have given you permission to do so. If you develop a disability you can ask us to make alterations to the Care Unit if it no longer meets your needs. We have to approve any alterations, and they can't disturb other residents. Once the alterations are approved you will need to pay for the approved alterations in advance. When you leave the Care Unit, we can put it back to how it was before the alterations were made. You must pay for the cost of doing this. We will tell you at the time you ask to make the alterations what we expect it will cost to put the Care Unit back to how it was. This will be an estimate only and we will inform you of the actual cost when you permanently vacate your Care Unit.

(c) ***Guests:***

Guests can't easily be accommodated in your Care Unit. 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 around your Care Unit) 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.

4 Our rights

4.1 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.

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4.2 Terminating this Agreement

We have the right to terminate this Agreement in certain circumstances. See clause 5.2 for details of this.

4.3 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.

5 Our obligations

5.1 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, as a result of a change in your care needs, 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 room within the Village (if available).
- (ii) Any transfer will be subject to availability, however you will have priority over non-residents of any Ryman 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) Further terms of transfer which will apply are set out in Part B (for residents who have paid a Resident Fund Amount) and Part C (for residents who have paid an Occupancy Advance).
- (iv) From time to time we may need to provide you with respite care at a higher level in another area of the care centre. In this situation, additional fees may apply. We will inform you of the additional fees if you receive such care.

5.2 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.

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

We will:

- (i) insure the Village property to the satisfaction of the Statutory Supervisor. 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 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 Care Unit and maintain and repair the chattels provided to you in your Care Unit, and replace those chattels when we reasonably believe they 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.

5.3 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. 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) **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. We will give this to you free of charge. Other information about Ryman Healthcare Limited is available online at 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

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(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.

(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).

6 Terminating this Agreement

6.1 Your right to terminate this Agreement

(a) **Notice**

You can terminate this Agreement at any time by giving us at least one month's notice in writing. You need to include in writing the date you wish to permanently leave the Care Unit.

(b) **Material breach**

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

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occurs if we cause a significant and negative impact on your ability to occupy your Care Unit on an ongoing basis.

6.2 Our right to terminate this Agreement

(a) **Circumstances**

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 one month after we write to you).
Abandonment	You have: (a) abandoned the Care Unit (and we've made reasonable enquiries about this); and (b) not moved back into the Care Unit by the deadline we have given you in writing (the deadline must be at least one 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 in writing of our intention 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 Care Unit 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) **Process**

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 will terminate and giving one month's notice (or, if being terminated for serious damage/ harm, such lesser period as may be reasonable under the circumstances).

(c) **Compliance to the Code of Practice**

Any notice we give you will comply with the Code of Practice.

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6.3 When this Agreement terminates automatically

(a) **Automatic termination**

This Agreement will automatically terminate if:

- (i) you die; or
- (ii) a Destructive Event destroys or damages your Care Unit, and you aren't able to continue living in it subject to clause 6.3(b).

A Destructive Event is an event that destroys or materially damages your Care Unit, 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) **Destructive event**

If a Destructive Event occurs, then:

- (i) We will decide whether or not to rebuild your Care Unit 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 Care Unit, we'll use all reasonable endeavours to provide you with temporary accommodation.
- (iii) If we choose not to rebuild your Care Unit, 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 Daily Accommodation Premium Fee) from that time and you will receive the full amount of your Resident Fund Amount or Occupancy Advance in accordance with clause 13.1 (if you provided an Resident Fund Amount) or clause 17.2 (if you provided an Occupancy Advance). If you provided an Occupancy Advance, there will be no Deferred Management Fee charged on termination unless clause 6.3(b)(vi) applies.
- (iv) If your Care Unit is part of a larger building and 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 Care Unit is not damaged or not badly damaged compared to the rest of the building.
- (v) If your Care Unit 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 Care Unit is damaged by a Destructive Event and we have elected not to rebuild, we may offer to transfer you to a Care Unit in another Ryman village on the same terms. If that village is in reasonable proximity to the Village, but you decline our offer, then on termination of this Agreement the Deferred Management Fee (if you have provided an Occupancy Advance) will be payable by you.

6.4 Removal of possessions

When this Agreement terminates you will permanently vacate your Care Unit and remove all your possessions in accordance with clause 3.3(l).

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7 Cancellation of this Agreement

7.1 Your right to cancel

- (a) You have the right to cancel this Agreement:
- (i) at any time within 15 working days after you sign this Agreement, without having to give any reason; or
 - (ii) if your Care Unit 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.
- (b) 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.
- (c) If you cancel this Agreement under this clause:
- (i) we will agree with you to cancel the direction to pay you have given in respect of your Resident Fund Amount (if applicable) or repay all payments you have made towards your Occupancy Advance (if applicable and 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; and
 - (ii) we will be entitled to reasonable compensation for services provided to you under this Agreement and for any damage to the Care Unit or Village for which you are responsible. Reasonable compensation under this clause will include an accommodation allowance calculated at the daily accommodation rate that would have applied in respect of the Care Unit, had this Agreement not been entered into.

8 If you don't comply with this Agreement

8.1 Consequences of non-compliance

- (a) If you don't comply with your responsibilities under this Agreement:
- (i) We can do anything reasonable to complete what you haven't done, and can spend a reasonable amount of money to do this.
 - (ii) 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 – see clause 3.1(b) on how this will work.
 - (iii) We can enter your Care Unit to complete what you haven't done. We'll act reasonably to minimise disturbance to you.
- (b) This clause doesn't limit any other legal rights we might have if you don't comply.

9 General terms

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 in

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a material way, there will have been a material breach of this Agreement. This may allow us to terminate this Agreement – see clause 6.2(a).

9.2 Development of Village

- (a) 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 Care Unit 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.
- (b) Where we need you to vacate your Care Unit 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 care unit 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.

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 Care Unit or in any of the Village. None of the covenants implied in leases by the Property Law Act 2007 apply to this Agreement.

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9.7 This Agreement overrides Admission Agreement and Village rules

This Agreement overrides both the Admission Agreement and any Village rules, if they are inconsistent.

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 Complaints

We have a complaints procedure in place for any complaints you have in relation to this Agreement, the Care Unit, 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.

10 Terminology

In this Agreement there are a number of defined terms set out in the “Table of Key Terms” on page 5 of this Agreement. In addition, the following terms are used throughout this agreement:

Admission Agreement means the agreement entered into between you and us for the provision of age-related residential care services;

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).

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

Ryman Village means a retirement village ultimately owned by Ryman Healthcare Limited, at the relevant 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.

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Part B – Resident Fund

11 Application of Part B

This Part B applies only where the “Table of Key Terms” records that you are providing a Resident Fund Amount.

In this Part B:

“*Prior Unit*” means the independent unit or serviced apartment that you occupied prior to moving to the Care Unit;

“*Prior Occupation Agreement*” means the occupation agreement for that Prior Unit; and

“*Prior Repayment Date*” means the date we are required to repay your occupancy advance to you in accordance with the terms of your Prior Occupation Agreement.

12 Resident Fund Amount and Daily Accommodation Premium Fee

12.1 Payment of Resident Fund Amount

- (a) You acknowledge and agree that, prior to the Occupation Date, you must have:
- (i) permanently vacated your Prior Unit and removed all your possessions; and
 - (ii) completed and returned all the paperwork we need from you, both in relation to termination of the Prior Occupation Agreement and to direct us to apply part or all of the occupancy advance amount (payable to you under the terms of your Prior Occupation Agreement) to the Resident Fund Amount you are required to pay under this Agreement.
- (b) Subject to you satisfying your obligations under (a) above, and on the basis that the Resident Fund Amount will be settled in accordance with clause 12.1(a)(ii) above, you and we agree that you will be treated as if you had paid the Resident Fund Amount to us on the Occupation Date (regardless of whether the occupancy advance amount payable to you under the terms of your Prior Occupation Agreement has been paid).

12.2 Payment of Daily Accommodation Premium Fee

- (a) You must pay the Daily Accommodation Premium Fee by way of offset against the Resident Fund Amount (subject to (c) below). you agree that the Daily Accommodation Premium Fee will be debited against your Resident Fund Amount on a monthly basis (adjusted proportionately for any part-months) as if you were making these payments as cash payments. For avoidance of doubt, no interest or other charges are payable by you in respect of the Daily Accommodation Premium Fee if paid in this manner.
- (b) In the event your total debited Daily Accommodation Premium Fee exceeds your Resident Fund Amount, you will need to pay your Daily Accommodation Premium Fee by direct debit, monthly in advance. We will give you no less than three months’ notice in writing before you will need to start paying the Daily Accommodation Premium Fee in this manner.
- (c) The Daily Accommodation Premium Fee is payable from the Occupation Date until the date you have permanently vacated the Care Unit and removed all possessions.

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- (d) The Daily Accommodation Premium Fee will not change during the term of this Agreement, unless you withdraw a portion of your Equity Transfer Amount or move to a new care unit with a different Daily Accommodation Premium Fee (as described below).

13 Repayment or withdrawal of your Resident Fund Amount

13.1 Repayment of your Resident Fund Amount

- (a) After this Agreement ends, we will repay your Resident Fund Amount to you as set out below.
- (b) We will repay your Resident Fund Amount to you:
- (i) within 5 working days of this Agreement ending, if it is terminated by us; or
 - (ii) within 5 working days of us receiving our insurance payout, if this Agreement ends due to a Destructive Event; or
 - (iii) if this Agreement ends for any other reason, on the date which is the later of 3 months after the:
 - (A) date this Agreement terminates; and
 - (B) Prior Repayment Date; or
- (c) Notwithstanding clause (b) above, we will only pay your Resident Accommodation Amount to you once you have:
- (i) completed and returned all the paperwork we need from you (or your representatives) following termination of this Agreement; and
 - (ii) permanently vacated your Care Unit and removed all your possessions.
- (d) We will pay you the Resident Fund Amount less:
- (i) the amount of any Daily Accommodation Premium Fees that have been debited in accordance with clause 12.2(a) above; and
 - (ii) any other monies owing to us, either under this Agreement or your Admission Agreement.
- (e) Where this Agreement terminates as a result of death and probate has not been granted by the time we are due to pay you your Resident Fund Amount, it 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.
- (f) After this Agreement ends and you have permanently vacated your Care Unit:
- (i) we will comply with our obligations under the Code of Practice with respect to marketing and reselling the Care Unit (though we note that the timing of sale of the Care Unit does not affect your right to receive your Resident Fund Amount under clause 13.1(b) above); and
 - (ii) we may allow another resident to occupy the Care Unit at our discretion and prior to repayment of your Resident Fund Amount. We will be entitled to any amounts received from such resident.

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13.2 Withdrawing all or part of your Resident Fund Amount

- (a) Any time after the Prior Repayment Date, you can withdraw all or part of your Resident Fund Amount by giving us no less than 3 months written notice.
- (b) If you withdraw any amount of your Resident Fund Amount, there will be an adjustment to the Daily Accommodation Premium Fee Discount Amount and the Daily Accommodation Premium Fee that you are required to pay. We will advise you of the revised Daily Accommodation Premium Fee Discount Amount and the new Daily Accommodation Premium Fee at the time you give notice to withdraw your Resident Fund Amount.
- (c) If you wish to withdraw an amount that will result in a Resident Fund Amount of less than \$150,000, you will also need to give us notice of termination of this Agreement in accordance with clause 6.1(a). The terms set out in clause 13.1 regarding repayment of your Resident Fund Amount will apply (though you will not be required to vacate your Care Unit). Once terminated, this Agreement will no longer apply and you will occupy your room pursuant to the terms of your Admission Agreement only. You acknowledge you may need to enter into a new admission agreement (on our then current terms) and that you will have to pay any "Accommodation Premium" that applies to the unit (or request a transfer to another unit, subject to availability).

14 Changing care units

14.1 Terms of transfer – within the Village

The following terms will apply to a transfer to another care unit in the Village (whether as a result of a change in your care needs or if you have requested a transfer for preference):

- (a) Any transfer will be subject to availability, but you will have priority over non-residents of a Ryman Village at the time of transfer.
- (b) This Agreement and your Admission Agreement will continue to apply to the new care unit and you will not be required to enter into a new occupation agreement or admission agreement (unless otherwise agreed between us or, in respect of an admission agreement, required as a result of a change in your level of care).
- (c) If you move to a care unit which has a different Daily Accommodation Premium Fee to your Care Unit, your Daily Accommodation Premium Fee Discount Amount will not change but it will be applied to the Daily Accommodation Premium Fee for the new care unit. We will advise you of the new Daily Accommodation Premium Fee that will apply prior to your transfer.
- (d) There will be no change to your Resident Fund Amount (unless otherwise agreed between us). In some circumstances, you may be required to withdraw a portion of your Resident Fund Amount as part of the transfer process (in accordance with clause 13.2).
- (e) We will agree the change in care unit (and any change to your Care Fee and/or Daily Accommodation Premium Fee) with you and will confirm that to you in writing.
- (f) Upon transfer, references in this Agreement to "Care Fee", "Daily Accommodation Premium Fee" and "your Care Unit" will be to your new care fee, Daily Accommodation Premium Fee and the new care unit.

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14.2 Terms of transfer – to another Ryman Village

The following terms will apply to a transfer to a care unit in another Ryman Village as a result of a change in your care needs. Any transfers for preference (rather than changing care needs) will be dealt with on a case-by-case basis. The terms are:

- (a) Any transfer will be subject to availability, but you will have priority over non-residents of a Ryman Village at the time of transfer.
- (b) This Agreement and your Admission Agreement will end and you will need to enter into a new occupation agreement and admission agreement for your new care unit. These will be on the standard terms in place at the time of your transfer, other than as noted below.
- (c) You will direct us to (and we will) apply the Resident Fund Amount to your new care unit. There will be no change to your Resident Fund Amount (unless otherwise agreed between us). [In some circumstances, you may be required to withdraw a portion of your Resident Fund Amount as part of the transfer process (in accordance with clause 13.2).
- (d) The new care unit may have a different Daily Accommodation Premium Fee to your Care Unit. Your Daily Accommodation Premium Fee Discount Amount will not change but it will be applied to the Daily Accommodation Premium Fee for the new unit. We will advise you of the new Daily Accommodation Premium Fee that will apply before you transfer and your new occupation agreement will record that amount.
- (e) For the purposes of clause 13.1(b)(iii), the repayment date for your Resident Fund Amount will be the date which is the later of 3 months after the date your new occupation agreement terminates and the Prior Repayment Date.

14.3 Further terms of transfer

- (a) We will assist you with any transfer, but you will be responsible for the costs of any third parties involved in the transfer.
- (b) If you do not wish to enter into an occupation agreement for the new care room, you can request to transfer to a care room on the terms of an admission agreement only (on our then current terms and subject to availability). This Agreement will terminate and your Resident Fund Amount will be repayable in accordance with clause 13.1.
- (c) You have the following rights regarding a transfer to another care unit:
 - (A) to be provided with information on all available options;
 - (B) to have an independent assessment, including a needs assessment, if necessary (and a needs assessment may be required in certain circumstances, including to access subsidies); and
 - (C) to be consulted along with your family or representative.

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15 Age-Related Residential Care Agreement rebate

15.1 Rebate taken into account

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 Daily Accommodation Premium Fee, taking into account your Resident Fund Amount. You agree that this obligation is satisfied by repayment of the Resident Fund Amount.

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Part C – Deferred Management Fee

16 Application of Part C

This Part C applies only where the “Table of Key Terms” records that you are paying an Occupancy Advance.

17 Payment and Repayment of your Occupancy Advance

17.1 Payment of your Occupancy Advance

- (a) You acknowledge and agree that, prior to the Occupation Date, you must have paid the Occupancy Advance to us in full (unless we have agreed otherwise).

17.2 Repayment of your Occupancy Advance

- (a) After this Agreement ends, we will repay your Occupancy Advance to you as set out below.
- (b) We will only pay your Occupancy Advance to you once you have:
 - (i) completed and returned all the paperwork we need from you on termination of this Agreement; and
 - (ii) permanently vacated your Care Unit and removed all your possessions.
- (c) Subject to 17.2(b), we will then pay your Occupancy Advance to you:
 - (i) within 5 working days of this agreement ending, if we end this Agreement; or
 - (ii) within 5 working days of us receiving our insurance payout, if this agreement ends due to a Destructive Event;
 - (iii) if this Agreement ends in any other way, no later than the earlier of:
 - (A) 5 working days after a new occupation agreement for your Care Unit has been entered into and the new occupancy advance (or Resident Fund Amount) has been paid to us; and
 - (B) 3 months after you have complied with clause 17.2(b) above.
- (d) Your Deferred Management Fee will be set off against the amount paid to you in repayment of the Occupancy Advance. Where this Agreement terminates as a result of death and probate has not been granted within three months, your Occupancy Advance (less your 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.
- (f) After this Agreement ends and you have permanently vacated your Care Unit:
 - (i) we will comply with our obligations under the Code of Practice with respect to marketing and reselling the Care Unit; and
 - (ii) we may allow another resident to occupy the Care Unit at our discretion and prior to repayment of your Occupancy Advance. We will be entitled to any amounts received from such resident.

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18 Deferred Management Fee

18.1 Calculation of the deferred management fee

- (a) We calculate your Deferred Management Fee at the time this Agreement ends, being the date that you permanently vacate your Care Unit and remove all your possessions. There is no liability for the Deferred Management Fee until this Agreement ends. The Deferred Management Fee is paid by way of being set off against the Occupancy Advance when we repay you.
- (b) There will be no Deferred Management Fee for you to pay:
 - (i) if this Agreement ends automatically after a Destructive Event damages or destroys your Care Unit or the building in which your Care Unit is located and we elect not to rebuild (and clause 5.3(b)(vi) does not apply); or
 - (ii) where you end this Agreement under clause 5.1(b) due to our material breach.
- (c) Your Deferred Management Fee is equal to [30]% of your Occupancy Advance.
- (d) Except as set out in clause [18.1](b) above, the minimum amount of your Deferred Management Fee will be [6]% of the Occupancy Advance, irrespective of when you vacate your Care Unit permanently (including where you permanently vacate your Care Unit immediately after the Occupation Date).
- (e) Your Deferred Management Fee also increases at the beginning of each month from the Occupation Date at a rate equal to [12]% of the Occupancy Advance per annum from the Occupation Date to the date you permanently vacate your Care Unit (including removing all of your possessions and completing any required paperwork), apportioned on equal monthly instalments, up to [30]%.

19 Changing care units

19.1 Terms of transfer to a new care unit

The following terms will apply to a transfer to another care unit in the Village (whether as a result of a change in your care needs or if you have requested a transfer for preference) and also to transfers to a care unit in another Ryman Village as a result of a change in your care needs. Any transfers to a care unit in a different Ryman Village for preference (rather than changing care needs) will be dealt with on a case-by-case basis. The terms are:

- (a) Any transfer will be subject to availability, but you will have priority over non-residents of a Ryman Village at the time of transfer.
- (b) This Agreement and your Admission Agreement will end and you will need to enter into a new occupation agreement (and, in some circumstances, a new admission agreement for your new care unit. These will be on the standard terms in place at the time of your transfer, other than as noted below.
- (b) If you are transferring for preference within the Village, your Care Fee will remain the same. If you are moving to a different level of care your Care Fee will change. Your Deferred Management Fee will continue to be calculated in the same manner under your new occupation right agreement.
- (c) You will need to pay a new occupancy advance under the occupation agreement for your new care unit. The Deferred Management Fee under this Agreement and all other occupation

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agreements (relating to care) between you and us will not exceed [30]% overall. This means that:

- (A) If the Deferred Management Fee calculated under this Agreement is [30]% of the Occupancy Advance, you will pay the deferred management fee payable under this Agreement. You will not, however, pay a deferred management fee for your second unit or any subsequent units;
- (B) If the deferred management fee for your first unit is less than [30]% of the Occupancy Advance, you will pay the deferred management fee for your first unit as calculated under this Agreement and also pay a deferred management fee for your second unit that is no more than [30]% of the occupancy advance for the second unit minus the deferred management fee percentage paid for your first unit under this Agreement.

19.2 Further terms of transfer

- (a) We will assist you with any transfer, but you will be responsible for the costs of any third parties involved in the transfer.
- (b) [If you do not wish to enter into an occupation agreement for the new care room, you can request to transfer to a care room on the terms of an admission agreement only (on our then current terms and subject to availability). This Agreement will terminate and your Occupancy Advance will be repayable in accordance with clause 17.2
- (c) You have the following rights regarding a transfer to another care unit:
 - (A) to be provided with information on all available options;
 - (B) to have an independent assessment, including a needs assessment, if necessary (and a needs assessment may be required in certain circumstances, including to access subsidies); and
 - (C) to be consulted along with your family or representative.

20 Age-Related Residential Care Agreement rebate

20.1 Rebate taken into account

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. You agree that this obligation is satisfied by repayment of the Occupancy Advance, less the deductions set out in clauses 17 and 18 to you.

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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.