

Retirement Villages Disclosure Statement
Section 30(1)(a), Retirement Villages Act 2003

Disclosure date:	1 July 2024
Retirement village name:	Alandale Village
Retirement village street address:	1199 River Road Flagstaff Hamilton 3210
Retirement village registered office:	Alandale Village 1199 River Road Flagstaff Hamilton 3210
Retirement village address for service:	As above
Operator name:	Alandale Lifecare Limited
Operator street address:	1199 River Road Flagstaff Hamilton 3210
Operator registered office:	Alandale Village 1199 River Road Flagstaff Hamilton
Contact details: 1. Phone (landline) 2. Fax 3. Mobile 4. Email	Sandra Buchanan Village Manager, Alandale Lifecare Ltd 07 854 0468 07 854 0680 manager@alandale.co.nz
Contact details of agent (if the Operator is not a natural person): 1. Name 2. Designation 3. Phone (landline), fax, mobile and email *	Sandra Buchanan Village Manager, Alandale Lifecare Limited 07 854 0468 07 854 0680 manager@alandale.co.nz

Retirement village registration date:

31 October 2007
Registration No. 2052980

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INTRODUCTORY STATEMENT OF INFORMATION

Important information for intending residents

(below is a copy of the full text of Schedule 4 of the Retirement Villages (General) Regulations 2006)

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

You should read this disclosure statement carefully.

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

Ask questions.

You must obtain advice from a lawyer independent of the operator of the village before you sign an occupation right agreement (i.e., a document that 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:

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

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

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

Information about avoiding Occupational 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
Circumstances	Period
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

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.

COOLING-OFF PERIOD AND CANCELLATION FOR DELAY

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).

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—

1. confers on any person the right to occupy a residential unit within a retirement village; and
2. 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:

1. a person who is, or will be, liable to fulfil all or any of the obligations under occupation right agreements to residents of the village;
2. a holder of a security interest who is exercising effective management or control of the retirement village;
3. 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:

1. a person who enters into an occupation right agreement with the operator of a retirement village;
2. 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:

3. 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:

1. gardening, repair or maintenance services
2. nursing or medical services
3. the provision of meals
4. shops and other services for the provision of goods
5. laundry (not being the provision of facilities for residents to carry out their own laundry)
6. services (for example, hairdressing services) for the personal care of residents
7. transport services
8. services for recreation or entertainment
9. security services
10. other services for the care or benefit of residents

PART 1 – OWNERSHIP, MANAGEMENT AND SUPERVISION

1(a) Ownership structure and occupancy rights

Legal nature of the operator:	Alandale Lifecare Limited is a registered company (not listed on the NZX) with charitable status.				
Further operator details (where not a natural person) are:	Company:	Directors: Peter Flay Paula Baker Daniel Henderson Vicky McLennan Ian Kennedy Ian Bridge Lynette Pearks			
What underlying freehold or other tenure interests (if any) in the village is retained by the operator?	1. Fee simple estate in freehold (6748 square meters more or less being Lot 1 DP S59151, RT 1032620) comprising: <ul style="list-style-type: none"> • Alandale Club/Administration area • Bowling green • Medical room • Gymnasium • Medical room • Craft room; and • Vacant units. 2. Fee simple estate in bare land partly used for croquet (3031 square metres being Lot 3 DPS 67771 CT SA54B/731). 3. Fee simple estate in property comprising house and temporary carpark adjacent to the Village situated at 23 River Elm, Hamilton (4115 square metres being Lot 1 DPS 75487 CT SA57B/882).				
The nature and extent of any registered or unregistered encumbrances, mortgages, or security interests retained by the operator is shown opposite:	Nature:	Registered/Unregistered:	Security given:	Amount secured:	Maximum secured:
	Encumbrance	Registered	First charge over all residential units in the village	All amounts owing to the Operator under a resident's occupation right agreement	No maximum
The nature of resident's tenure in the village is shown opposite:	Type of tenure:	Separate title available:	Is the tenure secured:		
	Residents hold a freehold unit title issued under the Unit Titles Act 2010 and enter into an occupation right agreement with the operator which includes the right to use the facilities.	Yes	Yes		

<p>Where the village is part of a unit titled development, details of the body corporate committee and management structures in place are:</p>	<ol style="list-style-type: none"> 1. Alandale Foundation Board (a registered charitable trust) is the sole shareholder of Alandale Lifecare Ltd, and the trustees of Alandale Foundation Board are also the directors of Alandale Lifecare Ltd. 2. The Village was built in stages and therefore comprises a number of different body corporates. The powers and duties of the body corporates are exercised by a Manager appointed and removed by the Alandale Foundation Board. The current Manager is Alandale Lifecare Ltd. 3. Alandale Lifecare Ltd is the operator of the Village and employs a Manager, together with other staff, for the day-to-day on-site management of the Village. 4. A 7-member Advisory Committee of Residents is elected by the Village residents. The Committee's principal roles are to appoint the trustees of the Alandale Foundation Board, and to advise the Village Manager of the residents' requirements.
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1(b) Resident's interests in residential unit

Details of rights of a resident in relation to residential unit are shown opposite:	Right:	Conditions / limits (e.g. consent of the operator):
<p><i>Residents have the rights marked with a <input checked="" type="checkbox"/> (however conditions or limits may apply).</i></p> <p><i>Rights marked with an X are those that the resident does NOT have.</i></p>	<p><input checked="" type="checkbox"/> sell or market the residential unit</p>	<ol style="list-style-type: none"> 1. Prospective purchasers/residents must be approved by the Operator. 2. Prospective residents must be a minimum age of 65 years. 3. Purchasers/residents must have agreed to enter into an occupation right agreement with the Operator in the form required by the Operator.
	<p><input checked="" type="checkbox"/> mortgage or otherwise borrow against the resident's interest in the unit</p>	<p>Residents may grant a mortgage, charge or security interest over their interest in their residential unit provided that:</p> <ol style="list-style-type: none"> 1. any such mortgage, charge or security is subject to the first registered encumbrance granted to the Operator (as referred to in clause 1(a)); 2. any mortgagee, charge holder or security interest holder first grants the Operator a power of attorney (to be prepared by the Operator at the resident's cost) to sign or complete on their behalf in relation to their residential unit any body corporate resolution, application, proposed unit redevelopment plan, stage unit plan, complete unit plan or any other plan, instrument or document relating to the Village.

	<input checked="" type="checkbox"/> grant a security interest in the termination proceeds	See above
	<input checked="" type="checkbox"/> let the unit to another person	
	<input checked="" type="checkbox"/> have a member of the resident's family (including a de facto partner of the resident) stay with the resident in the unit	<ol style="list-style-type: none"> 1. Anybody staying permanently must become a party to an occupation right agreement. 2. Guests may stay provided the same person does not stay for any period/s totalling more than 4 weeks in any 1 year measured from the commencement date of the resident's occupation right agreement unless otherwise agreed by the Operator. The Operator also reserves the right to curtail any such arrangement where it considers it is interfering with the quiet enjoyment of other residents.
	<input checked="" type="checkbox"/> have a person board with the resident in the unit	
	<input checked="" type="checkbox"/> have a person stay with the resident in the unit as a companion or carer for the resident	
	<input checked="" type="checkbox"/> have a person stay in the unit to mind it for the resident while the resident is away	So long as they comply with the rules for guests (see above).
	<input checked="" type="checkbox"/> keep a pet in the unit	Written consent of the Operator is required on an individual basis for any pet.
<p>Details of any rules applying specifically to the village that affect the resident in living in or using the residential unit are:</p>	<p>All residents and visitors/guests must comply with the Operator's rules for the Village. The current rules are set out below and are also attached to the resident's occupation right agreement but the rules may be changed by the Operator from time to time. The Operator will notify residents of any changes before requiring them to comply with them.</p> <p>Where used in these rules the following expressions have the following meanings: "Village" means Alandale Village situated at 1199 River Road, Hamilton. It includes all buildings, plant and equipment that are owned by the Operator (including assets, amenities and utilities within the retirement village boundary) and residential units owned by residents; "Alandale Village Club" means the buildings and grounds owned and managed by the Operator and made available to residents pursuant to their occupation right agreement; "common property" means all those parts of the Village excluding residents' units.</p> <p>Duties of Residents</p> <ol style="list-style-type: none"> 1. A resident shall: 	

- (a) Permit the operator (or the manager of the operator or its agents or servants) at all reasonable hours to enter into and upon their unit for any of the following purposes, that is to say:
 - (i) Viewing the condition thereof;
 - (ii) Maintaining, repairing or renewing pipes, conduits, wires, cables, or ducts for the time being in, upon, or passing through their unit and capable of being used in connection with the enjoyment of any other unit or common property;
 - (iii) Maintaining, repairing or renewing any common property;
 - (iv) Ensuring that the rules are being observed; and
 - (v) Painting and refurbishing the exterior of their unit.
- (b) Comply in all respects with all Acts, bylaws and regulations for the time being in force in the area in which their unit is situated in so far as they relate to the use, occupation or enjoyment of their unit.
- (c) Forthwith and at all times carry out all work that may be ordered by any competent local authority or public body in respect of their unit to the satisfaction of the authority or body.
- (d) Duly and punctually pay all rates, taxes, charges and other outgoings from time to time payable in respect of their unit to any local authority or public body and all sums properly levied in respect of their unit by the operator.
- (e) Repair and maintain the interior of their unit and keep it in sufficiently good order, repair and condition to ensure that no damage or harm shall ensue to the common property or any other unit in the building of which their unit forms part or may form part.
- (f) Make no additions or structural alterations to the interior and exterior of their unit without the consent of the operator.
- (g) Observe and comply and procure the observance and compliance of the resident's visitors and agents with the rules of the operator as may be notified from time to time by the operator relating to the control, management, safety, care, operation, cleanliness and use of all facilities of the Village and for the preservation of good order, safety, and comfort and enjoyment of the residents of the Village and visitors thereto.
- (h) Advise the operator within 24 hours of their arrival of the name and address of any visitor who will be staying overnight in their unit with the resident.

2. A resident shall not:

- (a) Use or permit their unit to be used for any purpose which is illegal or may be injurious to the reputation of the Village.
- (b) Make or permit to be made undue noise in or about any unit or common property.

- (c) Do or permit to be done any act or thing which may be or become an annoyance or nuisance to the operator or to any occupier of any other unit.
- (d) Do or permit to be done in or about their unit any act or thing whereby any policy of insurance on the buildings and other improvements in the Village or any part thereof may become void or voidable or which may increase the premium payable in respect of such insurance.
- (e) Use or permit to be used any mechanical or other musical instrument of any kind in such manner that the same is audible outside their unit between the hours of midnight and 8.00am.
- (f) Use or permit to be used in or on their unit any machine, equipment or instrument operated by electricity which causes interference with radio and/or television reception in any other unit unless such machine, equipment or instrument is effectively fitted with a device which prevents interference with radio and/or television reception by the occupiers of any other unit.
- (g) Keep any animal or bird in or on their unit or the common property unless the operator consents thereto in writing and such consent has not been withdrawn.
- (h) Damage, deface or obstruct or suffer to be damaged, defaced or obstructed the entrance, passage, stairways, landings, pathways or any part of the common property, nor use or suffer the use of the same for any purpose other than the purpose for which they are provided or properly available.
- (i) Hang or permit to be hung any clothes or other articles on the common property (except in places expressly provided for the purpose).
- (j) Display or permit to be displayed any placard, advertisement or sign in or upon their unit or upon the common property without the consent of the operator.
- (k) Violate the provisions of any statutes or any by-laws and regulations made thereunder.
- (l) Use their unit for any purpose other than that of a private residence.
- (m) Fail to comply with the rules from time to time made by the operator relating to garbage disposal and the use of the common property generally.
- (n) Use their accessory unit being the garage otherwise than as a garage except to the extent that provision has been made therein or thereto for the same to be used for the purposes as well as a garage and then only to the extent that such a provision has been made.

- (o) Use their accessory unit being a garden otherwise than as a garden or erect any buildings or structures thereon.
- (p) Permit children to make undue noises in the Village.
- (q) Operate a motor vehicle with noise at any time.
- (r) Hold any garage sale or auction.

ADDITIONAL RULES OF THE VILLAGE

1. Restricted Areas

1.1 As there are some areas in the Village which could be dangerous for residents or could cause privacy concerns, the following areas are out of bounds to all residents except those specifically authorised by management:

- (a) Kitchen, cool store, freezer and storeroom;
- (b) Staff morning tea room, staff toilets and corridor;
- (c) Laundry;
- (d) Nurse's office – unless accompanied by the registered nurse;
- (e) Maintenance shed and storage area;
- (f) Cleaners store room (beside the internal entry to the swimming pool), boiler room, pool filter room and fuse boards;
- (g) Reception work area and offices unless authorised by Village staff.

2. Workshop

2.1 The tools in the workshop are privately owned. Residents must ensure they know how to use them safely and follow all posted Health and Safety guidelines and operating procedures. Safety goggles and ear muffs must be worn when appropriate.

3. Village Club Facilities

3.1 The Village Club is available for the non-exclusive use and benefit of all residents of the Village.

3.2 The Village Club is open from 8.30 am to 4.30 pm daily. Coded access to the Village Club is available through the main doors after 4.30 pm until 10.00 pm and between 7.00am and 8.30am weekdays and at the weekends. Residents must ensure that the doors are closed after them for security reasons.

3.3 There is a no smoking policy in the Village Club or within 20m of any Village-owned buildings. This restriction also includes the use of all vaping products.

4 Library

4.1 The Village has a well stocked library within the Village Club which is administered by resident “librarians”. There is an informal honesty system for borrowing books and residents may take what books they want provided they return them to the basket in the library once they have been read.

5 Swimming Pool and Hot Tub

5.1 Rules relating to the swimming pool and hot tub are posted in the changing rooms and residents must abide by these rules.

5.2 The pools are available for use by residents and their guests (at designated times). Showers and toilets are also located in the same area.

5.3 Residents must ensure that the door from the Village Club into the pool area, as well as the doors to the outside, are kept shut at all times. This is necessary for safety reasons and to assist with heat retention.

5.4 Residents may use the pools between 7.00 am and 10.00 pm daily.

5.5 Visitors may be invited by residents to use the pools. Visitors must be accompanied by their host. Children are not permitted to use the hot tub. Children under the age of 5 years are only allowed in the swimming pool if the resident host is also in the pool with them. The depth ranges from 2 feet 8 inches to 4 feet 10 inches. (0.82 – 1.47m)

5.6 As a safety measure for everyone, diving, jumping and splashing are not permitted.

5.7 No person with skin lesions, wounds or scratches (even if covered) is permitted to use the pools.

5.8 Residents and visitors with any infectious conditions, eye infections, vomiting or diarrhea may not use the pools. Nor may the pools be used by any person who is not in full control of body elimination functions (this includes young children).

5.9 These restrictions are in the interests of the health and safety of all pool users. Warm water is an ideal growth medium for many unwanted ‘bugs’ and even chlorine and other chemicals are not totally effective against infection.

5.10 Suitable swimming attire must be worn, and showering is required before entering the pool or hot tub.

5.11 Please note the location of emergency call buttons in the pool area.

6 Dress Code

6.1 A good standard of dress is required at all times for the public and community areas of the Village. Shoes must be worn in the Village Club, and swimmers should be dressed in street wear and change in the pool changing rooms.

7 Driving in the Village

7.1 The speed limit for all vehicles in the Village is 20 kph. Residents must ensure that their family, friends and housekeepers/carers and all other visitors are aware of this. You must take care at all times and be particularly aware of pedestrians and those on motorised scooters.

7.2 Should you lose your driver's licence for any reason, you may not drive within the Village.

8 Parking

8.1 Some of the streets in the Village, particularly in the lower part of the Village, are quite narrow. If visitors cannot park in your driveway, please ask them to leave their cars in the Village Club carpark. No parking is permitted on the grass or across entranceways. Areas in the front of the main Village Club entrances must be kept clear at all times to allow access for emergency vehicles.

9 Pest control, feeding of birds and stray cats

9.1 Poison baits and mouse traps must only be used indoors and not in the grounds. Management will assist if requested, and will carry out external baiting as required.

9.2 Feeding of birds and ducks in the Village is not permitted as left-over food encourages birds and vermin and makes pathways and buildings difficult to clean.

9.3 Cats, particularly stray cats, can be a problem with rubbish bags and gardens. Please notify the office if you have a stray cat in your area. "Adopting" stray cats is not permitted.

10 Pets

10.1 You must obtain management approval prior to bringing any pets into the Village. Normally, approval will be given if a dog or cat is a longtime family member, and parting with it would cause hardship. Dogs and cats, however, may not be replaced on their deaths.

10.2 Approved pets must be confined to the resident's private garden area, and kept inside at night to avoid disturbing neighbours. Unless in the confines of the resident's property, dogs must always be on a leash and any droppings must be immediately removed.

10.3 Should a pet become an irritant to other residents, the owner will be asked to remove the pet from the Village.

10.4 Pets are not permitted inside the Village Club.

11 Gardens

- 11.1 The gardens in the Village are divided into two groups. The first group are those gardens owned by the resident as a part of the unit title of their residential unit, and are generally the strip of land beneath the eaves of the house. The remainder of the gardens (including the ground within trellises and walls) are common property. Over the years many residents have gardened not only their own area but also the common property around their unit, and this is one of the reasons the Village is noted for its beautiful grounds. However, there are certain restrictions and new residents must check with management before they remove, replace or add anything to these areas. In all cases garden levels should be kept below a level where they might affect building ventilation and/or drainage.
- 11.2 The Village has a policy of low maintenance gardening, and any variation from this will be at the resident's expense including the cost of returning the garden back to its low maintenance status if a resident leaves or is unable to continue to maintain their garden.
- 11.3 If a resident has plants they wish to have removed they should let the gardeners know as we may have a use for them elsewhere in the Village.
- 11.4 Planting trees or shrubs in lawns, and pruning, trimming or removing trees without express permission from management is absolutely prohibited.
- 11.5 Plastic pots and labels etc should not be included with garden rubbish.
- 11.6 Bark, compost, soil and plants in the gardeners' area must not be taken by residents.
- 11.7 Residents wishing to produce their own compost must use a covered container.
- 11.8 Residents must not attempt to garden the crib walls and banks adjacent to their units.
- 11.9 Residents must not dump garden waste (or old potting mix) on common property gardens, particularly on areas that have been barked.
- 11.10 Undesirable plants include wisteria, common jasmine, potato vine and other climbers which are rampant as their roots cause problems with the pavers and their branches "spring" the trellises. Apart from this they are high maintenance plants requiring frequent trimming.
- 11.11 The Village contains a lot of lawn which involves an extensive mowing cycle. Residents are therefore asked to remove hoses,

	<p>deck chairs, umbrellas etc from lawns after they have used them, and place garden ornaments and pots at least 20 cm from the garden or patio edge to provide better access for mowing.</p> <p>11.12 Regular gardening activities are performed on a continuous rotation around the Village, but scheduling has to take into account any priorities that arise for more urgent work. Residents are encouraged to report any urgent tasks to Village management, so that they can also be prioritised. The highest priority will be given to any issues that pose a Health & Safety risk.</p> <p>11.13 The Village vegetable patch is an area near the maintenance shed which is administered by residents. If you would like a “patch” please enquire at the office and you will be referred to the appropriate resident.</p> <p>12 Gas Heaters</p> <p>12.1 Some of the units have gas heaters and other gas appliances (water heating/cooktops/ovens). These are the responsibility of the resident to maintain and have checked. It is a requirement that the gas heaters have a current certificate of fitness from a certified gas fitter/tradesperson. This inspection is at the resident’s expense.</p> <p>13 Smoke Alarms</p> <p>13.1 Smoke alarms have been fitted in all Residential Units at the cost of the resident. We will arrange for the alarms to be checked and new batteries to be fitted when required. The cost of the batteries and any replacement alarms shall be at the resident’s cost.</p> <p>14 Visitors</p> <p>14.1 Residents must advise the office when they have visitors staying overnight (for security reasons). Visiting children must be accompanied by a resident at all times unless they are in the host’s unit.</p> <p>14.2 Skateboards, scooters and roller skates are not permitted, and bicycles only if safely ridden on the village streets.</p>
<p>Details of other limits (if any), there are on the resident living in or using the unit, including limits on the resident making changes to the décor or fittings are:</p>	<p>Structural changes - Residents must have written consent of the Operator.</p> <p>Changes to interior décor - no restriction.</p> <p>Changes to fittings – residents must have written consent of the Operator.</p>
<p>Does the operator control the sale or marketing of the unit?</p>	<p>No, except for approving a prospective resident.</p>
<p>Does the operator have a right to sell or buy the unit?</p>	<p>The Operator has no right to sell the unit. The Operator has an option to purchase the unit which is included in the occupation right agreement.</p>

If "yes" to the above question, details are shown opposite:	Procedures and costs to the resident for buying the unit:	Right(s) if any, for the resident if there is a delay in the sale of a unit:	
	If the Operator exercises its option to purchase the unit, the Operator and the resident may agree on a fair market value purchase price. Failing agreement within 30 days from the date of exercise of the option, the price shall be determined by registered valuation to be obtained by the Operator at the resident's cost from a valuer experienced in valuing units in retirement villages whose decision shall be final.	Provided the Operator's option to purchase is not exercised, the resident has full control over the sale process.	
Details of the circumstances the resident is entitled to a refund of a capital sum paid are:	Residents to not pay capital sum, and therefore no refund is payable by the Operator.		
1(c) Management arrangements for retirement village			
Name of manager of the village:	Alandale Lifecare Limited		
Street address of manager:	119 River Road, Flagstaff, Hamilton 3210		
Contact details of the manager: • Phone (landline) • Fax • Mobile • Email	07 854 0468 07 854 0680 manager@alandale.co.nz		
Details of key management personnel and staff of manager are shown opposite:	Name:	Position:	Contact details:
	Glenn Carter Sandra Buchanan Janice Appleton	Business Manager Village Manager Accountant	07 854 0468 07 854 0468 07 854 0468
Details of the times that a manager will be available at the village are:	8:00am to 5:00pm Monday to Friday, normally excluding public holidays.		
Outside of the above time, the manager can also be contacted at the following times:	In emergencies 24 hours per day, 7 days per week.		
Details of the experience and core duties of the manager are:	Alandale Lifecare Limited has managed the Village since 1989. Staff employed by the Manager are qualified and/or experienced. Core duties of the Manager are day-to-day management of the Village including oversight of building and grounds maintenance, financial management, staff management, communication, operation of communal facilities, healthcare and food service oversight, interview and		

	assess prospective Village residents, Village promotion, liaison with Alandale Foundation Board and Residents Advisory Committee, compliance with all relevant legislation, sales oversight and liaison, liaison with statutory bodies.	
Details of the legal relationship between the manager and the operator are:	Alandale Lifecare Limited is both the Manager and the Operator of the Village.	
Are there any ownership links between the manager and the operator?	As above	
If "yes" to the above question, details are:	As above	
Is there a management agreement between the manager and the operator?	N/A	
If "yes" to the above question, details are shown opposite:	Term of the agreement:	Amounts payable to manager under the agreement:
	N/A	N/A
1(d) and (e) Statutory supervisor		
<p>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.</p> <p>The core duties of a statutory supervisor are to:</p> <ul style="list-style-type: none"> 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. 		
Is there a statutory supervisor for the village?	Yes	
The statutory supervisor is:	Covenant Trustee Services Limited	
Contacts details of the statutory supervisor: Phone (landline) Fax Mobile Email	09 302 0638 09 302 1037 team@covenant.co.nz Level 6, 191 Queen Street, Auckland PO Box 4243, Shoartland Street, Auckland 1140	
Is there an exemption from the requirement to appoint a	No	

statutory supervisor for the village in force?			
If "yes" to the above question, details are shown opposite:	Exemption date:	Exemption period:	Conditions (if any) the exemption is subject:
	N/A	N/A	N/A
PART 2 – STATE OF VILLAGE, SERVICES, CHARGES, AND ACCOUNTS			
2(a) State of retirement village			
Is the village fully or partially completed, or still to be built?	Existing village is fully complete, but adjacent land is being held for future development purposes.		
Detail particulars of construction and the buildings are shown opposite:	Year constructed:	Construction materials:	Condition of buildings:
	1989-1996	Brick and tile, plaster	Good
Detailed particulars of building maintenance are:	Continuous exterior maintenance via the Long-Term Maintenance programme.		
Details of other improvements available and their condition are shown opposite: <i>The improvements marked <input checked="" type="checkbox"/> are available.</i>	Improvement:	Condition:	Maintained:
	<input checked="" type="checkbox"/> facilities	Good	Continuously
	<input checked="" type="checkbox"/> paths	Good	Continuously
	<input checked="" type="checkbox"/> driveways	Good	Continuously
	<input checked="" type="checkbox"/> roads (if any)	Good	Continuously
	<input checked="" type="checkbox"/> grounds	Good	Continuously
	<input checked="" type="checkbox"/> lighting	Good	Continuously
<input checked="" type="checkbox"/> heating	Good	Continuously	
Detail any security features are:	Security firm locks Village Club area at night and sets alarm. Other random drive through checks per night.		
Details of the number of units occupied and unoccupied in the village are shown opposite:	Number occupied:	Number unoccupied:	
	128	5	
Details of unfinished residential units are shown opposite:	Unit type:	Number unfinished:	Expected completion date:
	N/A	N/A	N/A
Details of units disposed of in the last 12 months that were occupied before their disposal are shown opposite: <i>Details should be broken down to individual units and not just unit type.</i>	Unit number:	Number of disposals:	Time taken to dispose (days):
	1 Ashford Mews	1	139
	111 Oakridge Grove	1	62
	14 Kendall Place	1	108
	30 Selby Mews	1	67
	95 Grosvenor Gardens	1	342
	129 Oakridge Grove	1	43
	117 Oakridge Grove	1	48
	61 Grosvenor Gardens	1	209

What is the average time taken to dispose of an occupied unit (based on the table above)?	116 days
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2(b) Services and facilities at retirement village

Details of the services available are shown opposite:	Service:	Nature:	Extent:	Frequency:
<p><i>The services, marked <input checked="" type="checkbox"/>, are available to residents. The nature, extent and frequency of the services are as specified.</i></p>	<input checked="" type="checkbox"/> gardening	Common property	As determined by Operator	As determined by Operator
	<input checked="" type="checkbox"/> lawnmowing	All lawns	See above	See above
	<input checked="" type="checkbox"/> repair and maintenance	Common property, exterior of residents units	See above	See above
	<input checked="" type="checkbox"/> nursing and medical services	Operator provides on site nurse clinic service		5 days a week
	<input checked="" type="checkbox"/> provision of meals	For residents	As required for midday meals only	7 days per week
	<input checked="" type="checkbox"/> shops and other services for the provision of goods	Shop just across the road from the Village – will also deliver		
	<input checked="" type="checkbox"/> laundry services	Nil		
	<input checked="" type="checkbox"/> call system	Operator will maintain an emergency call system		24 hours a day
	<input checked="" type="checkbox"/> rubbish removal	Operator will arrange for removal of household rubbish from each residential unit		
	<input checked="" type="checkbox"/> hairdressing and other personal care services	Contracted providers	As required	As required
	<input checked="" type="checkbox"/> transport services	Village bus	Shopping trips Residents' usage	Twice Weekly at discretion of Operator
	<input checked="" type="checkbox"/> recreation and entertainment services	Organised by Residents and Management	As per Social Calendar	Generally daily
	<input checked="" type="checkbox"/> security services	Nightly cover by contracted firm	Security firm locks Club area at night and sets alarm. Other	

			random checks per night.	
<p>Details of the facilities available to residents are shown opposite:</p> <p><i>The facilities marked <input checked="" type="checkbox"/>, are available to residents. Any limits or restrictions are also detailed.</i></p>	Facility:	Limits / Restrictions on Availability:		
	<input checked="" type="checkbox"/> dining facilities	Village Residents – lunch & planned dining		
	<input checked="" type="checkbox"/> lounge	7.00 am to 10.00 pm daily		
	<input checked="" type="checkbox"/> gymnasium	Open 7.00 am to 9.00 pm daily		
	<input checked="" type="checkbox"/> craft room	Open 9.00 am to 7.30 pm daily		
	<input checked="" type="checkbox"/> snooker room	Open 7.00 am to 10.00 pm daily		
	<input checked="" type="checkbox"/> health clinic	Nurse clinic 5 days per week		
	<input checked="" type="checkbox"/> swimming pool and hot tub	Residents may use between 7.00 am and 10.00 pm daily. Visitors may be invited by residents to use the swimming pool and hot tub but must be accompanied by their host – no children under 5 in the hot tub; no children under 5 in the swimming pool unless host is also in the pool with them. Rules are posted in the changing rooms.		
	<input checked="" type="checkbox"/> pétanque court	No restriction		
	<input checked="" type="checkbox"/> bowling green	No restriction		
	<input checked="" type="checkbox"/> library	7.00 am to 10.00 pm		
<input checked="" type="checkbox"/> games room	7.00 am to 10.00 pm			
<input checked="" type="checkbox"/> croquet lawn	No restrictions			

2(c) Charges

Service and facility charges

<p>Details of the charge, or basis for charging for each of the services and facilities available are shown opposite:</p>	Service or facility:	Payable:	Charge or basis for charging:
	Gardening (common property)	By Operator	Funded by Service Fee paid by residents
	Repairs and maintenance	General repairs and maintenance to common property and external maintenance to units (excluding cleaning of glass) payable by Operator	Funded by Service Fees paid by departing residents
	Provision of meals	User pays	In-house meals as per menus with set pricing. Meals for residents are charged to residents as extras in addition to their Service Fee.
	Nursing and medical services	Nurse Clinic paid for by Operator Consumables – user pays	Funded by Service Fee paid by residents
		Non-emergency calls – user pays	There is a reasonable charge to the resident
		Health professional costs – user pays	
	Hair Dressing and Podiatry	User pays	

	Transport Services	Shopping trips in Village bus paid by Operator	Funded by Service Fee paid by residents
	Recreation and entertainment services	On site – most paid by Operator but a small charge may apply	Funded by Service Fee paid by residents
	Security Services	Paid for by Operator	Funded by Service Fee paid by residents
	Communal Facilities: All facilities are able to be used by residents without extra charges		Funded by Service Fee paid by residents
Are the service and facility charges reviewable? If so, on what basis?	Yes. Usually annually with the Budget process.		
What are the roles of the operator and resident in working out the service and facility charges detailed above?	Consultation – Wherever possible, the Advisory Committee of Residents is consulted over the Village Budget.		
What is the relationship between the above service and facility charges and the actual costs?	Service fees do not cover all costs related to providing services for residents. A portion is subsidised using income from Facilities Fees.		
<i>Amounts to secure an interest in a residential unit</i>			
Must an amount be paid to secure an interest in a residential unit in the retirement village? If so, when is it payable?	No entry payment is made, as the incoming resident purchases the unit from the outgoing resident and pays the outgoing resident the purchase price agreed between the parties.		
What are the roles of the operator and resident in working out the entry amount detailed above?	No entry payment is made, and the Operator has no role in working out the purchase price paid by the incoming resident. The incoming resident negotiates the purchase price of the unit with the vendor.		
<i>Charges for a resident permanently leaving</i>			
Detail of any charges for a resident permanently leaving a residential unit in the village for any reason are shown opposite:	Reas on:	Charge:	When payable:
		Facilities Fee; Administration Fee	On settlement of sale or other disposition of unit.
Explain how charges for a resident leaving permanently are worked out?	The Facilities Fee is calculated on the sale price* of the unit, for the period commencing on the date the resident purchased the unit and expiring on the settlement date of the sale or other disposition of the unit, at the rate of 5% per annum, calculated daily, to a maximum of 25% of the sale price* of the unit.		

	<p>Note: *the Resident's occupation right agreement signed on entry into the Village contains a full definition of the value of the unit on which the Facilities Fee is calculated which in summary is the greater of:</p> <p>the sale price or other consideration payable in respect of the sale or other disposition of the unit (including chattels); or</p> <p>the fair market value of the unit (including chattels) at the date of such sale or disposition as agreed between the Resident and the Operator or in the absence of such agreement then as determined by registered valuation obtained by the Operator</p>			
Are any of the charges (for a resident permanently leaving) reviewable? If so, on what basis?	No			
What are the roles of the operator and resident in working out the exit amount detailed above?	The formula for calculating the exit amount is detailed in the Resident's occupation right agreement signed on entry into the Village.			
What is the relationship between the above charges and the actual costs?	N/A			
<p>Periodic charges payable by the resident</p> <p>A table of periodic charges payable by the resident to the operator is detailed below:</p>				
Description of periodical charge:	Amount:	What the does amount cover:	Percentage retained by the operator (if any):	Percentage paid by the operator to a related party:
Service Fee	<p>Incoming residents to village:</p> <p>\$702.00 per month (incl GST) for period 1/7/2024 to 30/6/2025</p> <p>[note: service fee is payable monthly but equates to \$162.00 per week including GST]</p>	<p>Use of communal facilities and activity programmes</p> <p>Material Damage Insurance on residential units (excluding contents insurance which is the resident's responsibility)</p> <p>General maintenance of communal areas including grounds/gardens</p>	Service Fees are set on an annual basis in accordance with actual anticipated costs	See previous column
Details of any anticipated new or changed charges are shown opposite:	New or changed charges:		How much or how will they be worked out?	
	Service Fees		Service Fees are set on an annual basis in accordance with actual or anticipated costs.	
Must a resident continue to pay the charges after vacating the unit? If so, for what period?	A resident must continue to pay the full Service Fee until settlement of the sale or other disposition of their unit provided that a 50% reduction will apply 6 months after the resident has ceased living in the unit and have listed the property for sale.			

Details of amounts payable for maintenance, rates, and insurance are shown opposite:	Type of charge:	Amount:	Payable when:
	Maintenance and Repairs	Approximately \$621.00 pa included in Service Fee (excludes Long Term Maintenance)	In monthly service fee
	Rates	Residential units are individually rated. Rates are payable by the resident direct to Hamilton City Council and Waikato Regional Council. Rates on communal facilities are paid by the Operator out of the Service Fee. Each unit is levied approximately \$157.00 pa (which is included in the Service Fee) to cover these rates.	As they fall due In monthly service fee
	Insurance	Approximately \$1,250.00 pa included in Service Fee (excluding contents insurance - residents are responsible for arranging their own contents insurance)	Monthly
How are the periodic charges worked out?	Service Fees are set on an annual basis in accordance with actual or anticipated costs.		
Are any of the periodic charges reviewable? If so, on what basis?	Yes – annually during the budget process.		
What are the roles of the operator and resident in working out the periodic charges detailed above?	Wherever possible, the Operator will consult with the Advisory Committee of Residents over the village operating budget.		
What is the relationship between the above periodic charges and the actual costs?	Service Fees are set on an annual basis in accordance with actual or anticipated costs.		
Maintenance and sinking fund contributions			
Is it possible that the maintenance or sinking fund (for repairs, maintenance, refurbishment, and capital replacement works associated with the village), may need to be added to with further contributions from residents if expenditure from the fund exceeds reserves? If so, details of the basis in which they will be added are:	It is possible, but unlikely. Any further contributions would only be levied after full consultation with residents.		
Body corporate levies			
Do residents intending to acquire a unit title interest in a residential unit have to pay any levies to the body corporate (as defined in the <i>Unit Titles Act 2010</i>)?	Service Fees are payable by the residents to the operator (as already mentioned above). There are no further levies payable.		

2(d) Maintenance and refurbishment	
Details of maintenance the operator of the village is responsible are:	External maintenance of residential units (excluding cleaning of windows and glass doors) Maintenance of communal facilities Maintenance of grounds (common property)
Details of maintenance the resident of a residential unit is responsible are:	Internal maintenance of residential unit and cleaning of exterior of windows and glass doors
Is there a sinking fund for repairs, maintenance, refurbishment, and capital replacement works associated with the village (including its facilities)? If so, what is the balance as at the date of this Disclosure Statement?	No. Each year a budget is set for repairs, maintenance, refurbishment and capital replacement works of a substantial but infrequent or irregularly occurring nature.
Details of any expenditure planned from a sinking fund are:	No sinking fund (see above) but the following matters are included in the Long Term Maintenance plan for the year to 30/6/2025: <ul style="list-style-type: none"> • Cleaning – exterior surfaces of all residential units and clubhouse; • Painting – exterior painted surfaces of selected residential units; • Paths and driveway – maintain and replace; • Villa Roof re-sealing/colour coat of selected residential units.
List the purposes for which expenditure from the sinking fund may be incurred?	N/A
Can sinking fund monies be used to refurbish a unit vacated because the relevant occupation right agreement is terminated?	No
Details of any consultation process undertaken with residents of the village before decisions are made on major expenditures from the sinking fund are:	Where possible, the Advisory Committee of Residents is consulted as to the major maintenance and repair work budgeted
If a resident who disposes of his or her residential unit entitled to a payment, refund or credit from the sinking fund? If so, how is that amount calculated?	No
2(e) Financial accounts for retirement village	
Whether the operator of the village is required to prepare: <i>The obligation marked <input checked="" type="checkbox"/>, applies to the operator</i>	<input checked="" type="checkbox"/> financial statements relating to the Operator and the body corporates comprised in the Village <input checked="" type="checkbox"/> financial statements relating to both the Operator and the village
The process for preparing, auditing, and disclosing financial statements is:	Alandale Village staff prepare the monthly accounts and the end of year financial statements, which are externally audited.

Details of the circumstances a resident is entitled to the financial statements of the village are:	A resident is entitled to the annual financial statements of the village on request at no cost.			
Details of other accounts or financial statements (apart from those required by the Act) prepared in relation to the operation of the village, and charges to residents of the village, are shown opposite:	What is covered by the accounts or financial statements?	How are they dealt with?	Are they audited?	Are they available to residents?
	Nil	N/A	N/A	N/A
Are accounts prepared for the manager of the village (separately from those required by the Act from the operator) and if so, are they available to residents on request?	The manager is the Operator			
If any financial statements are attached to this disclosure statement, do they only relate to the operator or do they relate to both the operator and the village?	Financial statements are not attached but are available on request			
If any financial statements are attached to this disclosure statement, have they been audited?	Financial statements are not attached but those available on request are audited			
PART 3 – OCCUPATION RIGHT AGREEMENTS, TERMINATIONS, DEDUCTIONS, AND ESTIMATED FINANCIAL RETURNS				
3(a) Cooling-off period and cancellation of occupation right agreement				
The full text of section 28 of the <i>Retirement Villages Act 2003</i> is displayed under the heading “Cooling-off and Cancellation for Delay Statement” on page 4 of this Disclosure Statement				
Does the occupation right agreement contain more favourable cooling-off and cancellation provisions than contained in section 28(1) of the <i>Retirement Villages Act 2003</i> ?	No			
If “yes” to the above question, details are shown opposite:	Cooling-off period for cancellation without reason:			N/A
	Period for finishing the residential unit (to a point of practical completion) after which the resident may cancel:			N/A
3(b) Varying an occupation right agreement				
Details of the ability of a party to vary a occupational right agreement are shown opposite:	Party:	Circumstances:		
	Operator	Nil		
	Resident	Nil		
3(c) Termination of occupation right agreement				
What is the effect on any person(s) living with a resident (at the time of termination), if the occupational right agreement is terminated?	If the person living with a resident at the time of termination is not a permitted resident under the occupation right agreement, they would be required to vacate the unit.			

<p>Details of charges that continue to be payable by a former resident after termination are shown opposite:</p>	<p>Description of charge</p>	<p>Periodical:</p>	<p>How the charge is worked out: How long the charge continues to be payable:</p>
<p>Details of the application of the maintenance or sinking contributions paid by or allocated to the former resident are:</p>	<p>Residents receive no refund of such contributions.</p>		
<p>Details of the extent (if any) a former resident is exposed to a capital gain or capital loss arising out of termination are:</p>	<p>100% - former residents sell their units at market price.</p>		
<p>Details of the process to be followed in finding a new resident for the vacated residential unit are:</p>	<p>The outgoing resident is responsible for selling their own unit. They may sell privately or use the independent licensed real estate agent associated with the Village, or any other agent. The real estate agent associated with the Village maintains a waiting list.</p>		
<p>Details of the process for determining the sum or sums payable by a new resident for the right to occupy a vacated unit, and the entitlement of any resident, former resident, or the estate of a former resident in relation to that sum or sums are:</p>	<p>The new resident purchases a unit direct from a vacating resident at a price agreed between the parties, and the whole purchase price is paid to the vacating resident. The vacating resident pays a Facilities Fee to the Operator (as set out previously in this disclosure statement). The new resident and the vacating resident may be required to pay the Operator an administration fee to cover the costs of the Statutory Supervisor relating to the transaction.</p>		
<p>3(d) Deductions from payments by and to residents</p>			
<p>Details of the deductions from any payments made by or due to residents are shown opposite:</p>	<p>Description of payment:</p>	<p>Deduction:</p>	<p>Refund:</p>
	<p>On entry</p>	<p>Statutory Supervisor Admin Fee (\$249.00 plus GST as at 1/7/2023)</p>	<p>N/A</p>
	<p>On exit</p>	<p>Statutory Supervisor Admin Fee (\$125.00 plus GST as at 1/7/2023)</p>	<p>N/A</p>
<p>3(e) Estimated financial return on disposal of residential unit</p>			
<p>The estimated financial return that a resident, former resident, or the estate of a former resident, could expect to receive on the sale or other disposal of a vacant residential unit is set out in the table below:</p>			
<p>The Village is a unit title development, and all residents hold their own individual freehold unit titles. Residents sell their own units on the open market and the financial return they receive is determined by market conditions. As already detailed in this disclosure statement a vendor must pay a Facilities Fee to</p>			

the Operator on sale which is calculated as a percentage of the fair market value sale price of the unit and the Operator may also charge the vendor an administration fee at the time of sale.			
Details on how the estimated financial return (detailed above) is affected by the duration of the resident's occupation are:		The Facilities Fee payable to the Operator on sale is calculated based on the length of time the resident has owned their unit.	
Details on how the estimated financial return (detailed above) is affected by termination of the occupation right agreement arising out of a breach of the agreement by the resident are:		See above.	
Details on how the estimated financial return (detailed above) is affected by termination of the occupation right agreement arising out of a decision of the resident to terminate the agreement voluntarily are:		See above.	
PART 4 – OTHER MATTERS			
4(a) Details relating to certain security interests			
Has a holder of a security interest to whom section 12(1)(b) of the Act applies refused consent to the registration of the retirement village?			N/A
If "yes" to the above question, the details of the holder and security interest are shown opposite:	Name of holder:		N/A
	Address of holder:		N/A
	Description of the nature of the interest:		N/A
	Amounts secured by interest:		N/A
4(b) Exemption from requirement to comply with code of practice			
Is there an exemption from the requirement to comply with a provision or provisions of the code of practice?			No
If "yes" to the above question, details are shown opposite:	Provision or provisions exempted:	Exemption duration:	Conditions (if any) the exemption is subject:
	N/A	N/A	N/A
4(c) Responsibilities for insurance			
Details of the insurance cover for the retirement village the operator is to obtain or has obtained are:		The Operator has the following insurance policies with QBE Insurance (Australia) Limited: Village Protect Material Damage Insurance (property insured: buildings, infrastructure & site developments, plant) Village Protect Business Interruption Insurance Comprehensive Motor Vehicle insurance (including tractors and mowers owned by the Operator).	
The risks relating to the residential unit for which the resident is responsible are:		The resident is responsible for insuring any contents they own in the residential unit (including chattels and personal belongings). The resident may choose to take out a contents insurance policy with their preferred insurer but is not required to do so. The resident is responsible for insuring any motor vehicle.	

	All residents are responsible for any excess charged by the Operator's insurer in relation to claims by the Operator in respect of the resident's unit.	
4(d) Moving into a rest home or hospital care institution in retirement village		
In this part 4(d):	rest home care has the meaning given by section 4 of the Health and Disability Services (Safety) Act 2001	
	hospital care has the meaning given by section 4 of the Health and Disability Services (Safety) Act 2001	
If the retirement village shares premises with a rest home or hospital care institution, is the resident (under the occupation right agreement) allowed to leave the residential unit and receive either rest home care in the rest home or hospital care in the hospital care institution?		N/A – the Village does not have any rest home or hospital facilities.
If "yes" to the above question, details of the terms contained in the occupation right agreement are:		N/A
4(e) Effect of marriage, etc, on occupation right agreement		
Details of the effect on a occupation right agreement if a resident marries or enters into a civil union (irrespective of whether the resident was in another marriage or civil union when the agreement was made) are:		A new occupation right agreement is required to be entered into by both parties.
4(f) No statement about entry into occupation right agreement being safe or free from risk		
Any statement in this disclosure statement is not to be taken or construed as representing that entry into an occupation right agreement relating to a retirement village is safe or free from risk.		
4(g) Matters required by Deed of Supervision		
Details of any matters required by the deed of supervision with the statutory supervisor to be disclosed in this disclosure statement are:		Nil
4(h) Documents to be made available		
Before an intending resident signs an occupation right agreement, they (or their personal representative) must have the following documents made available to them:		
<ol style="list-style-type: none"> 1. the most recent audited financial statements of the operator of the village that comply with the Financial Reporting Act 1993 (if that Act applied to the operator during the period to which the statements relate); and 2. if the Financial Reporting Act 1993 requires preparation of financial statements in respect of the village, then the most recent audited financial statements in respect of the village that comply with the Financial Reporting Act 1993. 		
The operator confirms that the certificate and financial statements do not contain any information that is likely to deceive or mislead.		
The following documents must also be made available:		
<ol style="list-style-type: none"> 1. a copy of the rules that apply specifically to the village and affect a resident in living in or using a residential unit in the village; 2. a copy of the agreement (if any) between the operator of the village and the manager of the village or the management of the village; 3. a copy of the deed of supervision (if any) between the operator of the village and the statutory supervisor. 		