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**Ashbury Heights  
Disclosure Statement**

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## Retirement village disclosure statement

### Disclosure statement

*(Prepared for the purposes of the Retirement Villages Act 2003 (Act))*

Ashbury Heights (**Village**)

[address]

*Any statement in this Disclosure Statement is not to be taken or construed so as to represent that entry into an Occupation Right Agreement relating to a retirement village is safe or free from risk.*

Retirement Village name:	Ashbury Heights	
Retirement Village street address:		
Operator of the Village:	Ashbury Heights Limited	
Village and Operator registered office and address for service:	Ashbury Heights Limited C/- 148 Victoria Street Christchurch 8013	
Main contact details of the Village:	Address:	50 Pompallier Estate Drive, Whangarei
	Telephone:	03 983 1100
Retirement Village registration date:	To be confirmed	
Retirement Village registration number:	To be confirmed	
Date of Disclosure Statement:	22 December 2023	

*You must seek independent legal advice before entering into an Occupation Right Agreement for Ashbury Heights.*

## **Introductory statement of 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:*

- *The kind of legal interest that the Resident has in the Village;*
- *What happens if the Resident or their family wants to exit an occupation right agreement;*
- *The fees and charges that apply to entering, moving between units within, and leaving the Village;*
- *The on-going 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 Occupation Right 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 significant detriment to you;
- A material (not merely technical or minor) breach of the Act; or
- 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.

<b>Circumstances</b>	<b>Period</b>
<i>The Village was not registered but was required to be</i>	<i>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.</i>
<i>The registration of the Village was suspended and the Operator had been notified of the suspension</i>	<i>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.</i>
<i>The agreement did not contain, in clear and unambiguous form, the material it was required by the Act to contain</i>	<i>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.</i>
<i>You did not receive independent legal advice before entering into the agreement</i>	<i>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.</i>
<i>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</i>	<i>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.</i>

*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

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,—*
  - 1.1. *Without having to give any reason, by notice given not later than 15 working days after the agreement is signed by the Resident; and*
  - 1.2. *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—*
  - 2.1. *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*
  - 2.2. *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—*
  - 3.1. *The Operator; or*
  - 3.2. *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*
  - 3.3. *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).*

## Part 1 – Definitions, ownership, management & supervision

### 1. Definitions

#### 1.1. Definitions: In this Disclosure Statement unless context otherwise requires:

- 1.1.1. **Act** means the Retirement Villages Act 2003 (as amended, updated or replaced).
- 1.1.2. **Additional Fees** means the fees payable by the Resident for Additional Services selected by the Resident.
- 1.1.3. **Additional Services** means those services which may be offered from time to time by the Operator and which are not included in the Resident's selected Service and Care Level.
- 1.1.4. **Admission Agreement** means the agreement entered into between the Resident and the Operator for the provision of aged related residential care.
- 1.1.5. **Agreement or Licence to Occupy or Occupation Right Agreement** means the Occupation Right Agreement signed by the Resident, in respect to a house, serviced apartment or serviced care unit at the Village.
- 1.1.6. **ARRCS Agreement** means the agreement entered into between the Operator and the relevant District Health Board for the provision of aged related residential care.
- 1.1.7. **Butler Service** is the service and care level offered as an option in Houses as more particularly set out in Schedule C.
- 1.1.8. **Care Facility** means the rest home and hospital level care facility situated on the same site as the Village at 50 Pompallier Estate Drive, Whangarei which is owned by the Operator.
- 1.1.9. **Care Services Fee** means the fee payable by the Resident for the Care Services provided to the Resident at the applicable Service and Care Level from time to time.
- 1.1.10. **Care Unit** means a unit in either the Care Facility or Dementia Care Facility;
- 1.1.11. **Code of Practice** means the Code of Practice under section 89 of the Act, including any variations made to the Code of Practice in accordance with the Act.
- 1.1.12. **Commencement Date** means the commencement date specified in the Resident's Occupation Right Agreement.
- 1.1.13. **Commencement Fee** means a contribution to the overall Village including (without limitation) the administration and operating structures previously established, including facilities and staff for administration, activities and events, recreational facilities and general healthcare monitoring services.

- 1.1.14. **Deferred Care Services Charge** means the deferred charge payable by the Resident for Care Services provided to the Resident as part of the Butler Service package.
- 1.1.15. **Dementia Care Facility** means the specialist rest home Dementia care facility proposed to be constructed on the same site as the Village at 50 Pompallier Estate Drive, Whangarei which is owned by the Operator, which it is intended will offer rest home level dementia care, as set out in Schedule C.
- 1.1.16. **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,
- 1.1.17. **Full Resthome Care** has the meaning as defined in Schedule C.
- 1.1.18. **Occupation Right Agreement** means any written agreement or other document or combination of documents that:
- 1.1.18.1. Confers on any person the right to occupy a residential unit within a retirement village; and
  - 1.1.18.2. Specifies any terms or conditions to which that right is subject.
- 1.1.19. **Operator** in relation to a retirement village, means any person who is one or more of the following:
- 1.1.19.1. A person who is, or will be, liable to fulfil all or any part of the obligations under occupation right agreements to Residents of the Village.
  - 1.1.19.2. A holder of a security interest who is exercising effective management or control of the retirement village; and
  - 1.1.19.3. A receiver of the property comprising the retirement village, or the liquidator of the person to whom either of clauses 1.1.19.1 or 1.1.19.2 applies.
- 1.1.20. **Operator's Chattels** means the chattels belonging to the Operator including those situated in the unit, as specified in the Resident's Occupation Right Agreement.
- 1.1.21. **Refundable Amount** means the amount due to the Resident following termination of an Occupation Right Agreement, being the Occupation Loan less the Village Contribution Fee and Commencement Fee (as calculated in the Resident's Occupation Right Agreement) less any other outstanding amounts due by the Resident under the Resident's Occupation Right Agreement.
- 1.1.22. **Resident** means any of the following:
- 1.1.22.1. A person who enters into an Occupation Right Agreement with the Operator of a retirement village;

- 1.1.22.2. 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; and
- 1.1.22.3. 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 clause 1.1.22.2 who is occupying the residential unit with that person, or after that person's death or departure from the retirement village.
- 1.1.23. **Residential unit or unit** means a building, or part of a building, that is a house, townhouse, unit, serviced apartment, serviced unit or care unit (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.
- 1.1.24. **Service and Care Level** means the service and care levels available from time to time and as specified in Schedule C.
- 1.1.25. **Serviced Unit** means a serviced apartment, or Care Unit to which the Operator provides Care Services in accordance with the Service and Care Levels available from time to time.
- 1.1.26. **Service Fee** means the weekly fee payable by the Resident in respect of certain costs relating to the Resident's occupation of the Village and in respect of certain basic costs of operating the Village as determined by the Operator from time to time, including those matters specified in Schedule B.
- 1.1.27. **Services** means services provided at a retirement village of one or more of the following kinds:
  - 1.1.27.1. Gardening, repair or maintenance services;
  - 1.1.27.2. Nursing or medical services;
  - 1.1.27.3. The provision of meals;
  - 1.1.27.4. Shops and other services for the provision of goods;
  - 1.1.27.5. Laundry services (not being the provision of facilities for Residents to carry out their own laundry);
  - 1.1.27.6. Services (for example, hairdressing services) for the personal care of Residents;
  - 1.1.27.7. Transport services;
  - 1.1.27.8. Services for recreation or entertainment;
  - 1.1.27.9. Security services; and

- 1.1.27.10. Other services for the care or benefit of Residents.
- 1.1.28. **Statutory Supervisor** means Covenant Trustee Services Limited.
- 1.1.29. **Unit** means a house, serviced apartment and Care Unit, unless specified as referring to one type only.
- 1.1.30. **Village** means Ashbury Heights.
- 1.1.31. **Village Contribution Fee** means the fee for the provision of the unit to the Resident for the term of this Occupation Right Agreement, together with a right to use the communal facilities including ongoing administration, operating costs, activities and event management, general healthcare monitoring, fair wear and tear refurbishment costs and cost of compliance with any statute, regulation or other lawful obligations in respect to the Village.
- 1.1.32. **Working Day** means a day of the week other than:
- 1.1.32.1. A Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Matariki and Labour Day; and
- 1.1.32.2. A day in the period commencing with 25 December in a year and ending with 2 January in the following year; and
- 1.1.32.3. If 1 January falls on a Friday, the following Monday; and
- 1.1.32.4. If 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and
- 1.1.32.5. If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

## 2. Introduction

- 2.1. The Village is located at 50 Pompallier Estate Drive, Whangarei. The area is well served by local services including fresh meat and produce shops, medical centres, churches, parks, tennis, bowling clubs, cafes and restaurants. The Village is located approximately a 4 minute drive from Whangarei Hospital and an 8 minute drive from the city centre.
- 2.2. The Village is a retirement village which provides the opportunity for elderly persons (generally 65 years of age and over) to enter into an Occupation Right Agreement in respect of houses, serviced apartments or Care Units within the Village.
- 2.3. The Village comprises:
- 2.3.1. As at the date of this Disclosure Statement, the Operator is constructing the Care Centre which will comprise 61 serviced care units. Construction of the first stage of houses (6 houses) is expected to commence early in 2024 with completion of the Care Centre and first stage of houses expected in October 2024. The Operator intends to construct a care facility, houses, serviced apartments, serviced dementia care units and other community facilities at the Village. When constructed, the houses, serviced apartments, and serviced care units may be

subject to licences to occupy issued to new residents. Subject to all necessary consents, board approvals and local authority approvals, the number of units proposed on the property at 50 Pompallier Estate Drive, Whangarei is approximately:

- 2.3.1.1. 175 houses;
  - 2.3.1.2. 18 serviced apartments within a building to be known as The Lodge, which will also contain some of the community facilities;
  - 2.3.1.3. 61 serviced care units (rest home and hospital level care); and
  - 2.3.1.4. 20 serviced rest home dementia care units.
- 2.3.2. The Operator reserves the right to withdraw vacant units from availability at any time and to subsequently re-offer them as it thinks fit.
- 2.3.3. The Village is a member of the Retirement Villages Association of New Zealand.

### **3. Ownership structure and occupancy rights**

- 3.1. **Legal nature of operator:** Ashbury Heights Limited is a limited liability company (which is referred to throughout this Disclosure Statement as the **Operator**).

The Directors are:

- Simon John O’Dowd
- Jeremy O’Dowd
- John William Dudley Ryder

Qestral Corporation Limited is the sole Shareholder.

- 3.2. **Land:** As at the date of this Disclosure Statement, the Operator owns the underlying land at 50 Pompallier Estate Drive, Whangarei contained in Record of Title 1037374 (North Auckland Registry) which forms the Village.

- 3.3. **Security interests:** The nature and extent of any registered or unregistered encumbrances, mortgages, or security interests affecting the interests in the unit retained by the Operator are as follows:

3.3.1. The Statutory Supervisor, Covenant Trustee Services Limited, will hold a first charge Memorandum of Encumbrance over the freehold land owned by the Operator (as described in clause 3.2) and a second ranking General Security Agreement securing monies owing to the Statutory Supervisor and the Residents, prior to occupation of the first unit. There is no maximum amount secured.

3.3.2. ANZ Bank New Zealand Limited (**ANZ Bank**) holds a Memorandum of Mortgage registered over the freehold land owned by the Operator (such mortgage is subject to the interests of the Statutory Supervisor under its Memorandum of Encumbrance) and a first ranking General Security

Agreement. ANZ Bank holds this mortgage in its position as Mandated Lead Arranging Bank in an arrangement with ASB Bank Limited, whereby facilities totalling \$160,000,000.00 have been made available to Qestral Corporation Limited, supported by guarantees from all wholly owned subsidiaries of Qestral Corporation Limited, including the Operator. The amount advanced (or to be advanced) by ASB Bank and ANZ Bank as at the date of this Disclosure Statement is up to \$160,000,000.00. The maximum priority amount secured under the mortgage is \$300,000,000.00 plus interest.

**3.4. Resident's tenure:** The Resident's tenure in the Village is as follows:

- 3.4.1. The Occupation Right Agreements being offered to Residents of the Village are contractual Licences to Occupy the units in the Village. The Village has two forms of Occupation Right Agreement – one is for the houses (with an option to add the Butler Service) and one is for the serviced apartments and Care Units. The serviced apartments and serviced Care Units are also known as Serviced Units.
- 3.4.2. References to Occupation Right Agreement in this Disclosure Statement are to both versions of the Occupation Right Agreement unless specified as referring to one form only.
- 3.4.3. The Occupation Right Agreement grants to the Resident personally the right to occupy a specified unit in the Village, together with the right for the Resident to use and enjoy the communal facilities as are available in the Village with access to personal care and support and medical assistance provided by the Operator pursuant to the terms of the Occupation Right Agreement. This right granted to the Resident is not transferable – it must be surrendered to the Operator on termination of the Resident's occupancy of the unit.
- 3.4.4. An Occupation Right Agreement does not confer on the Resident any interest in the Village land and is not a registrable interest in the land for the purposes of the Land Transfer Act 2017.
- 3.4.5. The Resident's tenure in the Village is not secured. However, the Statutory Supervisor holds a first charge Memorandum of Encumbrance over the Village land on behalf of all the Residents of the Village.

**4. Residents rights in unit**

**4.1. Resident's rights:** Details of the rights of a Resident in relation to the unit are:

- 4.1.1. The Resident has the following rights but subject to the prior consent of the Operator, whose consent may be granted, refused or withdrawn in the Operator's discretion):
  - 4.1.1.1. The Resident being able to keep any animal or caged bird in the unit;
  - 4.1.1.2. The Resident having a member of the Resident's family (including a de facto partner of the Resident) stay with the Resident in the unit but only on a temporary basis; and

- 4.1.1.3. The Resident having a person stay with the Resident in the unit but only on a temporary basis; and
  - 4.1.2. A Resident at the Village has **no** right to:
    - 4.1.2.1. Sell or market the unit (subject to clause 14.2.8 of the Occupation Right Agreement);
    - 4.1.2.2. Mortgage or otherwise borrow against the Resident's interest in the unit;
    - 4.1.2.3. Grant a security interest in the Refundable Amount;
    - 4.1.2.4. Let the unit to another person;
    - 4.1.2.5. Have a person board with the Resident in the unit; or
    - 4.1.2.6. Have a person stay in the unit to mind it for the Resident while the Resident is away.
- 4.2. **Details of any village rules applying specifically to the village that affect the resident living in the unit:** All Residents must comply with any rules that may be put in place by the Village from time to time by the Operator (with consultation with the Residents).

Each Resident must also comply at all times with their obligations under their Occupation Right Agreement.
- 4.3. **Other limits on the resident living in the unit:** The terms of the Occupation Right Agreement set out clearly the limitations on the Resident living in the Village. Such conditions include the following:
  - 4.3.1. A restriction on the Resident making any alterations to the interior and exterior of the unit (except in circumstances where a Resident with a disability has rights under the Occupation Right Agreement to alter the unit). Any alterations are to be arranged by the Operator at the cost of the Resident and reinstatement (also at the cost of the Resident) may be required by the Operator upon termination of the Occupation Right Agreement. The Resident is not entitled to any payment or compensation for alterations made to the unit.
  - 4.3.2. The Resident must use the unit only for their own personal occupation purposes.
  - 4.3.3. The Resident occupying a House with the Butler Service, serviced apartment or care unit must permit the Operator (together with its agents, servants and invitees) unrestricted access at all times, to enter upon the house, serviced apartment or care unit for the purposes of giving assistance or care to the Resident.
  - 4.3.4. The Resident occupying a unit must permit the Operator (together with its agents, servants and invitees) at all reasonable times, to enter upon the unit for the purpose of inspecting it and if necessary carrying out any desirable repairs or alterations, whilst causing as little disturbance as possible to the Resident.

4.3.5. The Resident must not smoke in any house, serviced apartment or care unit, or in any of the communal areas of the Village.

4.3.6. The Resident must not cause any nuisance or annoyance to other Residents of the Village.

4.4. **Sale and marketing of unit:** In relation to the sale and marketing of a unit, the following rights apply:

4.4.1. **Does the operator control the sale or marketing of the unit:** Yes, upon the termination of an Occupation Right Agreement and vacation of the unit, the Operator controls the sale and marketing of the new Occupation Right Agreement in respect to the unit. The Operator will keep the Resident informed at all reasonable times as to progress in the obtaining of a new resident.

The Resident is entitled to introduce a prospective resident who must comply with the Operator's normal Village entry criteria.

4.4.2. **Procedure and costs to resident:** The Operator markets the unit to the public and also to its database of interested potential new residents. The Operator will use all reasonable efforts to find a new resident. The Resident is not required to contribute any funds to the costs of marketing or selling the unit (other than the deductions described in the Occupation Right Agreement) except in the limited circumstance where the Resident appoints an agent to assist the Operator in locating a new resident for the unit (refer clause 4.4.3 below).

The Resident is responsible for their own legal costs on the termination of the Occupation Right Agreement.

4.4.3. **Resident's rights where there is a delay in the sale of the unit:** Residents have the following rights if there is a delay in the sale of the unit:

4.4.3.1. If the Operator is unable to enter into a new Occupation Right Agreement for the full amount required to pay the Refundable Amount to the Resident, for example due to a downturn in the property market or if there is a delay in doing so, there will be resulting delays in repayment to the Resident. In that case, the Resident may elect to receive a reduced Refundable Amount on terms and conditions as may be agreed in writing between the Resident and the Operator.

4.4.3.2. The Operator must comply at all times with its obligations under the Act and the Code of Practice in respect to the marketing of the unit and the repayment of the Refundable Amount to the Resident.

4.4.3.3. The Operator is responsible for selling a new Occupation Right Agreement for the unit and where the former resident has not already been paid the Refundable Amount in accordance with the Occupation Right Agreement, then the Operator must promptly meet the following requirements:

4.4.3.3.1 Start the process of entering into a new Occupation Right Agreement for the former resident's unit in accordance with

the former resident's Occupation Right Agreement and the Code;

- 4.4.3.3.2 Take all reasonable steps to enter into a new Occupation Right Agreement for the unit in a timely manner and for the best price reasonably obtainable;
- 4.4.3.3.3 Take proper steps to market the unit;
- 4.4.3.3.4 Respond to all enquiries about the unit in a timely and helpful way;
- 4.4.3.3.5 The Operator must consult with the former resident about the marketing of the former resident's unit including when the unit goes on the market and the general nature of the marketing plan for the unit;
- 4.4.3.3.6 If a new Occupation Right Agreement for a former resident's unit has not been entered into within three months following the termination date (or from such later date when the Resident provides vacant possession of the unit), the Operator must provide monthly reports in writing to the former resident until a new Occupation Right Agreement is signed. The Operator's report must state the steps taken to market the unit and the progress made towards finding a new resident;
- 4.4.3.3.7 If a new Occupation Right Agreement for a former resident's unit has not been entered into within six months of the termination date, the Operator must obtain, at the Operator's expense, a written valuation to establish a suitable price at which to market the new Occupation Right Agreement for the unit;
- 4.4.3.3.8 The valuation must be carried out by an independent registered valuer who is experienced in valuing retirement village units, and be in writing;
- 4.4.3.3.9 If the former resident does not agree with the valuation, they may obtain a second valuation, which must also be in writing and performed by an independent registered valuer who is experienced in valuing retirement village units. The Resident must pay the cost of this second valuation;
- 4.4.3.3.10 The Operator must market the unit at the price established by the valuation, unless the Resident obtains a second valuation. If the Resident has obtained a second valuation, then the Operator must consider the second valuation in determining a suitable price; and
- 4.4.3.3.11 If the Operator has not entered into a new Occupation Right Agreement for the unit within six months of the Resident

permanently vacating the unit following termination, then the Resident is entitled to introduce a real estate agent to assist in the marketing of the new Occupation Right Agreement for that unit (on terms to be agreed by the Operator in its sole discretion). The costs of such real estate agent shall be payable by the Resident.

4.4.3.3.12 If the Refundable Amount is not available to be paid to the Resident by the date that is six months from the Termination Date, the Operator will pay interest on the Refundable Amount from the date that is six months from the Termination Date until the Refundable Amount is available to be paid to the Resident. The interest rate will be the Reserve Bank of New Zealand 90 days bank bill rate, plus 1%. The rate will be fixed as at the date that is six months from the Termination Date.

4.4.4. **Does the Operator have the right to sell or buy the unit:** Yes. The Operator controls the marketing and sale of the unit.

4.4.5. At any time before entering into a new Occupation Right Agreement with a new resident for a vacant unit, the Operator may agree in writing to buy the former resident's interest in the vacant unit. The Operator must pay the Refundable Amount to the former resident within 20 Working Days of reaching agreement to purchase with the Resident. The Refundable Amount must have been set in accordance with the former resident's Occupation Right Agreement or, otherwise, at any lower Refundable Amount agreed in writing between the Operator and the former resident.

4.5. **Refund of Occupation Loan and calculation of Village Contribution Fee and Commencement Fee:** Details of circumstances where the Resident is entitled to a refund of an Occupation Loan paid and how the refund is calculated are as follows:

4.5.1. A Resident is entitled to a refund of the Occupation Loan in any of the following events:

4.5.1.1. If a Resident cancels their Occupation Right Agreement within the cooling off period; and

4.5.1.2. If a Resident cancels their Occupation Right Agreement within 90 days following the Commencement Date of the Resident's Occupation Right Agreement, subject to the provisions of clause 10.3.

4.5.2. A Resident is also entitled to a refund of any deposit paid on application for an Occupation Right Agreement if that application does not proceed and no Occupation Right Agreement is entered into.

4.5.3. Subject to an event of damage or destruction (refer clause 16) the Resident is entitled to a refund of the Occupation Loan paid when the Occupation Right Agreement is terminated but the Commencement Fee, Village Contribution Fee, Deferred Care Services Fee (where applicable) and other amounts will be

deducted before repayment (known as the Refundable Amount). The Operator is obliged to repay the Refundable Amount to the Resident within five Working Days following the date on which the Operator settles the issue of a new Occupation Right Agreement for the vacated unit and receives the new Occupation Loan for the new Occupation Right Agreement.

- 4.5.4. The Operator will not receive payment for such new Occupation Right Agreement until such payment is authorised by the Deed of Supervision, which requires (amongst other matters) that the cooling off period prescribed by the Act for such new Occupation Right Agreement has expired.
- 4.5.5. The Commencement Fee is a contribution to the overall Village including (without limitation) the administration and operating structures previously established, including facilities and staff for administration, activities and events, recreational facilities and general healthcare monitoring services. Residents have no direct role in the establishment of the Commencement Fee. The Commencement Fee is equal to 10% of the Occupation Loan and accrues to the Operator on the Commencement Date of the Occupation Right Agreement.
- 4.5.6. The Village Contribution Fee is the fee for the provision of the unit for the term of the Occupation Right Agreement together with a right to use the communal facilities including ongoing administration, operating costs, activities and event management, general healthcare monitoring, fair wear and tear, refurbishment costs and costs of compliance with any statute, regulation or other lawful obligations in respect to the Village. The amount of the Village Contribution Fee is determined by the Operator. Residents have no direct role in the establishment of the Village Contribution Fee.
- 4.5.7. As at the date of this Disclosure Statement and subject to the terms of the Resident's Occupation Right Agreement, the Village Contribution Fee accrues to the Operator during the term of the Occupation Right Agreement until the termination date (or such later date that the unit is vacated and all the Resident's belongings are removed). The Occupation Loan shall be reduced by accrual of the Commencement Fee and Village Contribution Fee, calculated as follows:

**Houses:**

- On the Commencement Date the Commencement Fee of 10% of the Occupation Loan will accrue to the Operator; plus
- The maximum Village Contribution Fee is 15% of the Occupation Loan. 5% of the Occupation Loan will accrue to the Operator for each completed 12 month period from the Commencement Date of the Occupation Right Agreement for a period not exceeding three years. If termination of the Occupation Right Agreement occurs within the first three years, then the amount payable by the Resident under this clause shall be pro-rated on a daily basis from Commencement Date until the date of vacant possession following termination.

## **Serviced apartments and Care Units :**

- On the Commencement Date the Commencement Fee of 10% of the Occupation Loan accrues to the Operator; plus
- The maximum Village Contribution Fee is 20% of the Occupation Loan. 10% of the Occupation Loan will accrue to the Operator for each completed 12 month period from the Commencement Date of the Occupation Right Agreement for a period not exceeding two years. If termination of the Occupation Right Agreement occurs within the first two years, then the amount payable by the Resident under this clause shall be pro-rated on a daily basis from the Commencement Date until the date of vacant possession following termination.

4.6. **Accrual of commencement fee and village contribution fee where termination due to damage or destruction of the unit or the village:** The Operator shall at all times comply with the Code of Practice and the Resident's Occupation Right Agreement in the event that the unit or any buildings in the Village or the Village itself shall be destroyed or damaged. In such a case, clause 16 will apply.

## **5. Management arrangements for the village**

5.1. **Name and street address of the manager of the village:** The Operator is responsible for the overall management of the Village.

5.2. **The registered office and address for service:** 148 Victoria Street, Christchurch Central, Christchurch 8013.

5.3. **Key management personnel:** Details of key management personnel and staff of the manager are shown in Schedule A.

5.4. **Times that the village manager will be available:** The Village Manager or a member of the management team can be contacted between the hours of 8 am – 5 pm Monday to Friday (excluding public holidays).

5.5. **Contact details of village manager:** The Operator employs the Village Manager whose details are as follows:

Jemma Appleton- Village Manager  
50 Pompallier Estate Drive, Whangarei Telephone: 021 250 2515  
Email: jemma.a@qestral.co.nz

5.6. **Details of the experience and core duties of the village manager:** The Village Manager has experience in the management of care and retirement village facilities.

5.7. **Legal relationship:** Details of legal relationship between the Operator and management are:

5.7.1. The Operator is responsible for overall management of the Village;

5.7.2. The Village Manager is an employee of the Operator.

5.8. **Committee of residents of the village:** As at the date of this Disclosure Statement, the Village does not have a committee of Residents. In the event that a Residents' committee is formed, the Operator is not bound to incur any expenditure by any decision of the committee. However, subject to the Operator's need to operate the Village without undue interference and to provide services for the benefit of all Residents, any Residents' committee can enable the Residents to collectively express their views and engage with the Operator regarding the general operation of the Village.

## 6. Statutory supervisor

6.1. **Background:** Under the Act, the Operator of a retirement village must appoint a Statutory Supervisor for the Village unless the Registrar of Retirement Villages grants the Operator an exemption. The core duties of a Statutory Supervisor are to:

6.1.1. 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;

6.1.2. Monitor the financial position of the retirement village;

6.1.3. Report annually to the Registrar and Residents on the performance of its duties and the exercise of its powers; and

6.1.4. 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.

6.2. **Statutory supervisor for the village:** Covenant Trustee Services Limited.

6.2.1. The Statutory Supervisor is appointed in accordance with the provisions of the Act and its duties are more particularly set out in the Deed of Supervision entered into between the Operator and the Statutory Supervisor.

6.2.2. There is no exemption in force from the requirement for the Village to appoint a Statutory Supervisor.

6.3. **Contact details of the statutory supervisor:** Covenant Trustee Services Limited is the Village's Statutory Supervisor and their details are as follows:

Covenant Trustee Services Limited

Level 6

Crombie Lockwood Building

191 Queen Street, Auckland

Telephone: (09) 302 0638

Email: team@covenant.co.nz

## Part 2 – State of village, services, charges and accounts

### 7. State of retirement village

- 7.1. **First stage:** As at the date of this Disclosure Statement, construction of the first stage of the Village has commenced. The first stage comprises the Care Centre and 6 houses which are due for completion in October 2024.
- 7.2. **Subsequent stages:** Further stages to be constructed subject to clause 7.3 below. The Operator has in place an unconditional agreement to purchase the land contained in Record of Title 1037373 adjacent to the Village which has not yet settled and which is intended to form part of the Village.
- 7.3. **Construction dependent:** The construction of each stage of the Village is subject to the Operator obtaining all necessary resource and building consents and suitable funding and the decision of directors of the Operator in consultation with the Statutory Supervisor.
- 7.4. **Building details:** Detail of buildings are as follows:
- 7.4.1. As at the date of this Disclosure Statement the detail of buildings are as follows (year constructed noted in brackets):
- 7.4.1.1. N/A
- 7.4.2. All serviced units located in the Care Facility and Dementia Care Facility will comply with NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities). All houses will be designed for independent living and will not comply with NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities).
- 7.4.3. The houses will be constructed to be appropriate for independent living and therefore do not all fully meet the national standards identified in NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities). The houses are built in accordance with the requirements of the Whangarei District Council and the Building Code current at the time of construction.
- 7.4.4. The serviced apartments that will form part of The Lodge will be constructed to be appropriate for assisted living and therefore meet the national standards identified in NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities).
- 7.4.5. All buildings are designed to comply with the Building Act and the Building Code.
- 7.5. **Details and particulars of building maintenance:** When constructed, the buildings will be maintained regularly and as required.

- 7.6. **Improvements:** Details of other improvements available and their condition are as follows: Paths, driveways, roads, grounds and external lighting will be completed in the course of the Village development.
- 7.7. **Security features:** All units will be equipped with an emergency call system and smoke/fire detectors, and the Village will be equipped with external security lighting.
- 7.8. **Details of number of units occupied and unoccupied:** Refer to Appendix 1 of this Disclosure Statement.
- 7.9. **Details of unfinished residential units and any new units planned:** See clause 7.1 above.
- 7.10. **Effect on current residents of planned new units:** In regard to the ongoing development of the Village there is likely to be some inconvenience and noise as a result of construction activities. The Operator will use all reasonable measures to minimise noise and disruption to surrounding Residents.
- 7.11. **Details of units disposed of in the last 12 months prior to this Disclosure Statement that were occupied before their disposal:** Refer to Appendix 1 of this Disclosure Statement.
- 7.12. **Details of units disposed of in the last 12 months prior to this Disclosure Statement that were unoccupied before their disposal:** Refer to Appendix 1 of this Disclosure Statement.
- 7.13. **The average time taken to dispose of a unit that is occupied and unoccupied:** Refer to Appendix 1 of this Disclosure Statement.

## **8. Services and facilities at retirement village**

- 8.1. **Services available:** As at the date of this Disclosure Statement, details of the services available at the Village are as follows:
  - 8.1.1. **Gardening and lawn mowing:** The Operator will complete work as required (included in the Service Fee).
  - 8.1.2. **Repairs and maintenance to exterior:** The Operator will complete work as required (included in the Service Fee).
  - 8.1.3. **Nursing and medical services:** These services are provided as follows:
    - 8.1.3.1. **Houses:** Nursing and medical services may be available at certain times but subject to certain conditions (including payment of Additional Fees). Any Additional Services will be invoiced separately to the Resident as an Additional Fee (the costs of which are advised to the Resident prior to the provision of such services). The Operator does not provide rest home or hospital level care in the independent houses.

- 8.1.3.2. **Butler Service:** The Butler Service is the only Service and Care Levels provided by the Operator to a Resident in a House. Any Additional Services over and above the Butler Service will be invoiced separately to the Resident as an Additional Fee (the costs of which are advised to the Resident prior to the provision of such services).
- 8.1.3.3. **Serviced apartments:** A Resident in a serviced apartment must select one of the Service and Care Levels provided by the Operator to a serviced apartment. Nursing and medical services are available in accordance with the selected Service and Care Level. Any Additional Services over and above the selected Service and Care Level will be invoiced separately to the Resident as an Additional Fee (the costs of which are advised to the Resident prior to the provision of such services). The Operator does not provide rest home or hospital level care in the serviced apartments.
- 8.1.3.4. **Serviced Care Units:** A Resident in a Care Unit must receive one of the Service and Care Levels provided by the Operator to the Care Unit. Nursing and medical services are available in accordance with the applicable Service and Care Level. Any Additional Services over and above the applicable Service and Care Level will be invoiced separately to the Resident as an Additional Fee (the costs of which are advised to the Resident prior to the provision of such services). The Operator provides rest home and hospital level care in the units in the Care Facility. Rest home level dementia care is offered in the Dementia Care Facility. The Village does not provide dementia care at psychogeriatric level.
- 8.1.3.5. **All units:** In emergency situations, an emergency call system is available to each of the units, 24 hours a day, 7 days a week and the appropriate action will then be taken.
- 8.1.4. **Provision of meals:** Meals are provided to Residents in accordance with their selected Service and Care Level (if applicable). Any additional meals may be available as an Additional Service at set times throughout the day to be delivered to the Resident upon request in their unit and are invoiced to the Resident as an Additional Fee.
- 8.1.5. **Shops and other services for the provision of goods:** The Village will have visits to the local shopping malls at times, by arrangement.
- 8.1.6. **Laundry services (other than facilities to do own laundry):** Laundry services are available in accordance with the selected Service and Care Level. Any additional services over and above the selected Service and Care Level will be considered Additional Services and will be invoiced separately to the Resident as an Additional Fee (the costs of which are advised to the Resident prior to the provision of such services).

- 8.1.7. **Hairdressing and other personal care services:** Not available.
- 8.1.8. **Transport services:** The Village arranges for a vehicle to transport Residents by arrangement and subject to availability. Scheduled Village transport services are part of Service Fee unless notified otherwise to the Resident.
- 8.1.9. **Recreation and entertainment services:** The Village has an in-house recreation programme and also arranges out of Village activities. An Additional Fee may apply to such services (such fees are advised to the Resident prior to the provision of such services).
- 8.1.10. **Security services:** These services include an emergency call system located in each unit, security lighting, CCTV monitoring and fire/smoke detectors installed in each unit (generally part of Service Fee unless notified otherwise to the Resident).
- 8.1.11. **Other services:** Other services may be made available to the resident from time to time, on the payment of an Additional Fee.
- 8.2. **Facilities available:** Details of facilities at the Village available to Residents are as follows:
  - 8.2.1. **Lounge or television room:** Not Available;
  - 8.2.2. **Laundry services (other than facilities to do own laundry):** Not Available;
  - 8.2.3. **Spa pool:** Not available;
  - 8.2.4. **Walkways and entertaining areas:** Available
  - 8.2.5. **Community Centre:** Not Available.
- 8.3. **Details of services currently unavailable and facilities that are planned to be made available:**
  - 8.3.1. **Provision of meals:** Available when The Lodge is completed;
  - 8.3.2. **Hairdressing and other personal care services:** Available when The Lodge is completed;
  - 8.3.3. **Recreation and entertainment services:** To be available as the development progresses;
  - 8.3.4. **Dining facilities:** Available when The Lodge is completed;
  - 8.3.5. **Lounge or television room:** Available when The Lodge is completed;
  - 8.3.6. **Bar:** Available when The Lodge is completed;
  - 8.3.7. **Café:** Available when The Lodge is completed;
  - 8.3.8. **Theatre:** Available when The Lodge is completed;

- 8.3.9. **Gymnasium:** Available when The Lodge is completed;
- 8.3.10. **Health clinic:** Available when The Lodge is completed;
- 8.3.11. **Library:** Available when The Lodge is completed;
- 8.3.12. **Swimming Pool:** Available when The Lodge is completed;
- 8.3.13. **Tennis Club, Bowling Green and Petanque Court:** Not planned.

## 9. Charges

- 9.1. The fee structure as set out below has been divided into flexible components, so that the Resident only pays for what is directly applicable to the Resident, in consultation with the Operator.
- 9.2. **Service and facility charges:** In addition to the Commencement Fee and Village Contribution Fee, the Service and facility charges are as follows as at the date of this Disclosure Statement:

- 9.2.1. **Service fee:** All Residents are required to pay a Service Fee which is payable by the Resident from the Commencement Date of the Occupation Right Agreement. The amount of the Service Fee payable from the Commencement Date is advised to the Resident on application for a specific unit, and is fixed throughout the term of that Resident's Occupation Right Agreement. The Service Fee is invoiced to the Resident and is to be paid monthly in advance by automatic payment (or as directed by the Operator). This fee is in respect of direct costs relating to the Resident's occupation. Further details of the services included in the Service Fee are shown in Schedule B.

The Service Fee is determined by the Operator in consultation with the Statutory Supervisor.

- 9.2.2. **Serviced apartments and care units only - Care services fee:** Residents who enter into an Occupation Right Agreement for a Serviced Unit must select one of the Service and Care Levels (applicable to the type of Serviced Unit and as set out in Schedule C) in consultation with the Operator. The Resident will be required to pay a Care Services Fee for the provision of such care services provided by the Operator and the initial Care Services Fee shall be notified by the Operator to the Resident at the time of application for a serviced apartment or Care Unit. The Care Services Fee is generally invoiced to the Resident on a weekly basis.

With the exception of the Full Resthome Care, Hospital Level and Dementia Service and Care Levels, the Care Services Fee payable by the Resident (as specified in the Resident's Occupation Right Agreement) will not be varied by the Operator during the term of the Resident's Occupation Right Agreement, even if there are changes in the costs of providing the Care Services to the Resident, provided however that if the Resident selects a different Service and Care Level, then the new Care Services Fee applicable to the new Service and Care Level will be notified to the Resident by giving the Resident at least one calendar month's notice in writing or in accordance with the review procedures contained in the

ARRCS Agreement (if applicable).

The Care Services Fee payable by a Resident receiving Full Resthome Care, Hospital Care or Dementia Care will be reviewed annually by the Operator on 1st July each year. The new Care Services Fee applicable to the Service and Care Level will be notified to the Resident by giving the Resident at least one calendar months' notice in writing or in accordance with the review procedures contained in the ARRCS Agreement (if applicable).

9.2.3. **Butler Service:** The Butler Service is only available in Houses.

9.2.3.1. The Resident will be required to pay the following charges for the Butler Service:

9.2.3.1.1 A Care Services Fee for part of the provision of care services provided by the Operator. The Initial Care Services Fee shall be notified by the Operator to the Resident at the time of application for the Butler Service. The Care Services Fee is generally invoiced to the Resident on a monthly basis. The Care Services Fee will not be varied by the Operator during the term of the Occupation Right Agreement; and

9.2.3.1.2 A Deferred Care Services Charge which is expressed as a percentage of the Occupation Loan per annum. It accrues to the Operator for each year of the term of the Occupation Right Agreement, pro-rated in the case of an incomplete year, and is payable by way of deduction from the Refundable Amount following termination of this Agreement.

9.2.3.2. The Resident may terminate the Butler Service during the term of the Occupation Right Agreement but only with effect from 1<sup>st</sup> April each year, by giving one month's notice in writing to the Operator no later than 1<sup>st</sup> March in that year. The Resident may re-instate the Butler Service at any time.

9.2.3.3. A Resident of a House may elect the Butler Service in a House at any time. The provisions of 9.4.6 of this Disclosure Statement will apply.

For the sake of clarity, the Butler Service is the only Service and Care Level available to Residents occupying Houses, and Resthome, Hospital Care and Dementia Care are only available to Residents occupying a care unit.

9.2.4. **Independent houses – no care services available: unless Butler Service selected:** Refer clause 17.1 of this Disclosure Statement.

9.2.5. **Additional fees:** During the term of the Occupation Right Agreement, the Resident is also required to pay a fee for any Additional Services provided to the Resident. This is a variable amount depending on what Additional Services a Resident chooses to be provided in addition to those services included in the Service Fee and Care Services Fee applicable to the Resident. The Additional Fees are generally invoiced to the Resident on a monthly basis. Details of Additional

Services available can also be requested by the Resident from the Operator from time to time.

- 9.2.6. **Payment address:** The Service Fee, Care Services Fee as applicable and any Additional Fees are payable by the Resident to the Operator at 50 Pompallier Estate Drive, Whangarei or such address as shall be notified to the Resident by the Operator.
- 9.2.7. **The service fee is reviewable by the operator:** The Operator may change the Service Fee applicable to the Village to cover any additional costs of operating the Village. From time to time in the case of an increase in the Service Fee, prior consultation by the Operator with the Statutory Supervisor is required **provided however** that the Service Fee payable by a Resident in respect to their occupation in a specific unit will not vary during the term of their Occupation Right Agreement for that unit, even if there are changes in the operating costs of the Village.
- 9.2.8. **Relationship between service fee, care services fee, deferred care services charge, additional fees and actual costs:** The relationship between the Service Fee, Care Services Fee, Additional Fee and actual costs are as follows:
- 9.2.8.1. The Service Fee is assessed as a fee chargeable to the Residents of the units as a contribution to certain direct costs relating to the Resident's occupation.
- 9.2.8.2. Where the services are provided by the Operator, then the Operator can include a profit margin, and where a third party has rendered a charge then the Operator will recover the actual costs.
- 9.2.8.3. The Operator prepares a budget of likely expenditure for each year. The Service Fee is fixed by the Operator for each Resident and the Residents have no direct role in assessing the Service Fee.
- 9.2.8.4. The Care Services Fees, Deferred Care Services Charge and Additional Fees are set by the Operator and the Residents have no direct involvement in setting the Care Services Fees and Additional Fees.
- 9.2.8.5. The Service Fee is payable up to the date on which the Resident has permanently vacated the unit and removed all the Resident's belongings (whichever is the later), following termination of the Occupation Right Agreement.
- 9.2.8.6. The Care Services Fee and Deferred Care Services Charge is payable up to the date on which the Resident has permanently vacated the Serviced Unit, following termination of the Occupation Right Agreement.
- 9.2.8.7. Where the unit is damaged and temporary accommodation is provided by the Operator, the Resident shall continue to pay the Service Fees, Deferred Care Services Charge, and any Additional Fees.

- 9.3. **Amounts payable upon entry:** Amounts which must be paid by a Resident to secure an interest in a unit are:
- 9.3.1. **Occupation Loan:** The Resident is required to pay the Occupation Loan for the right to occupy a unit pursuant to an Occupation Right Agreement. The amount of the Occupation Loan varies depending on the unit. The Occupation Loan for the unit which the Resident is considering securing will be advised by the Operator prior to application.
  - 9.3.2. **Review of Occupation Loan:** The Operator reserves the right to vary the Occupation Loan payable for any unit and any changes will be notified by the Operator to the Resident. The Residents have no direct role in assessing the Occupation Loan. The Operator assesses the Occupation Loans payable (which can vary from time to time) taking into account all factors it may consider relevant, including the current market for retirement village units. However, the amount of the Occupation Loan payable by the Resident for a Unit will not be varied once the Resident and the Operator have both signed the application for an Occupation Right Agreement for a specific Unit.
  - 9.3.3. **Method of payment:** Payment of the Occupation Loan is required to be made before the Resident commences occupation of a unit.
    - 9.3.3.1. An initial deposit is payable on application for a unit, with a second deposit payable on confirmation of the application. The balance of the Occupation Loan is payable before commencing occupation of the unit.
    - 9.3.3.2. These payments are made to the Statutory Supervisor, who passes such payments on to the Operator following settlement.
    - 9.3.3.3. There is a cooling off period in place pursuant to the Act, entitling the Resident to cancel the Occupation Right Agreement of the unit within 15 Working Days after the date the Resident signs the Occupation Right Agreement. Following cancellation during the cooling off period all moneys actually paid by the Resident are refunded without deduction, together with any interest accrued thereon (net of Resident Withholding Tax). If the Resident cancels the Occupation Right Agreement during the cooling off period, then the Operator is entitled to the reasonable compensation for services provided to the Resident before cancellation takes effect and for damage to any unit or facilities in the Village for which the Resident is responsible, and such amounts will be deducted where possible from the amount payable by the Operator to the Resident in respect of the cancellation.
- 9.4. **Amounts payable upon termination:** Charges for a Resident permanently leaving on termination of an Occupation Right Agreement are as follows:
- 9.4.1. **Commencement Fee:** The Commencement Fee is equal to 10% of the Occupation Loan and is specified in Schedule E of this Disclosure Statement. The Commencement Fee accrues to the Operator on the Commencement Date of an Occupation Right Agreement. The Commencement Fee is deducted from the

Occupation Loan and is payable when the Refundable Amount is repaid to the Resident.

- 9.4.2. **Village contribution fee:** The Village Contribution Fee accrues to the Operator during the term of the Occupation Right Agreement. A Refundable Amount is paid to the Resident following termination of the Occupation Right Agreement (less any other payments due and owing by the Resident to the Operator), subject to the terms of the Occupation Right Agreement.

An itemised breakdown of the Village Contribution Fee applicable to the Resident is detailed in the Occupation Right Agreement and in Schedule E of this Disclosure Statement. The Village Contribution Fee is not reviewable once the Occupation Right Agreement is signed by the Resident.

The Operator assesses the Village Contribution Fee applicable from time to time, taking into account the then current market for retirement village Units. It is not possible to state the direct relationship between the Village Contribution Fee and actual costs, as it is estimated over an indefinite timeframe by the Operator. The residents have no direct role in assessing the Village Contribution Fee and it is assessed by the Operator in its discretion.

- 9.4.3. **Deferred Care Services Charge (Butler Service Only):** The Deferred Care Services Charge accrues at the rate set out in Schedule E and is deducted from the Refundable Amount due to the Resident on termination. A breakdown of the Deferred Care Services Charge (if applicable) is set out in the Occupation Right Agreement and Schedule E of this Disclosure Statement.

- 9.4.4. On termination of the Occupation Right Agreement charges and deductions are made as set out in the Occupation Right Agreement and this Disclosure Statement (see also clause 4.5 ).

- 9.4.5. **Is there a charge for moving from one unit in the Village to another unit in the Village:** The Resident may elect to move from one unit to another within the Village subject to the availability of such a unit and the agreement of the Operator on such terms and conditions in its sole discretion. The Operator must be satisfied that the proposed new unit is suitable for the Resident. If the Resident applies to transfer to another unit then the Resident will be required to terminate the Resident's existing Occupation Right Agreement and enter into a new Occupation Right Agreement for the new unit. Upon the transfer, the Occupation Loan (less the Commencement Fee and Village Contribution Fee accrual) will be repaid to the Resident and the Resident will be required to pay to the Operator the new Occupation Loan applicable to the replacement unit. The charges payable by the Resident may include the Resident's own legal costs and such reasonable costs as may be incurred by the Operator in effecting the transfer including any removal costs.

For an explanation of the calculation of the Commencement Fee and Village Contribution Fee upon a transfer, please refer to the relevant clauses as set out below:

9.4.6. **Election of Butler Service in a House:** The Resident will remain in the same unit but will need to sign an addendum to their Occupation Right Agreement to incorporate the Butler Service.

9.4.6.1. **Commencement Fee:** The Resident will not be required to pay a further Commencement Fee as long as the Resident remains in the same House.

9.4.6.2. **Village Contribution Fee:** The Village Contribution Fee will continue to accrue as set out in the Resident's Occupation Right Agreement.

9.4.6.3. **Care Services Fee:** The Resident will pay a Care Services Fees. The Care Services Fee will be advised to the Resident on application to the Operator.

9.4.6.4. **Deferred Care Services Charge:** The Deferred Care Services Charge is also payable under the Butler Service. The level of the Deferred Care Services Charge is available on application to us.

9.4.7. **Transfer from a House to a Serviced Apartment or Care Unit, or transfer from a Serviced Apartment to a Care Unit (including a transfer from a Care Unit in the Care Facility to a Care Unit in the Dementia Care Facility):**

9.4.7.1. **Commencement Fee:** A resident is required to pay a further Commencement Fee equivalent to 10% of the Occupation Loan on the replacement unit.

9.4.7.2. **Village Contribution Fee:** A Resident receives a credit on a percentage basis for the Village Contribution Fee paid on their first unit. The maximum Village Contribution Fee percentage for a Serviced Unit as at the date of this Disclosure Statement is 20%. The Village Contribution Fee paid by the Resident will not exceed 20% overall over the two units.

For example, if a Village Contribution Fee of 10% is paid on the first Unit, the maximum Village Contribution Fee would be 10% of the Occupation Loan on the replacement serviced unit.

The credit for Village Contribution Fee paid will also apply on a second or subsequent transfer within the Village.

The Village Contribution Fee payable on the replacement unit shall accrue to the Operator in accordance with clause 5.7 of this Disclosure Statement until the Village Contribution Fee payable for the replacement unit under this clause 9.4 has accrued.

9.4.8. **Calculation of village contribution fee on damage or destruction event:** Where the Resident's Occupation Right Agreement is terminated following an event of damage or destruction of the unit or the Village, then clause 16 shall apply.

9.5. **Periodic charges:** Periodic charges that are payable by the Resident are as follows:

- 9.5.1. **Service fee:** The Service Fee is generally assessed by assessing the total cost of operating the Village and obtaining reimbursement from the Residents of the Village. The fee includes those items set out in Schedule C and reflects the actual cost of operating the Village facilities and services. The Operator can review the amount of the Service Fee to be charged to residents of the Village, at any time subject to consultation with the Statutory Supervisor provided however that the Service Fee payable by a Resident in respect to their Occupation Right Agreement in a specific unit will be fixed during the term of their Occupation Right Agreement for that unit, even if there are changes in the operating costs of the Village. The amount of the Service Fee as at the date of this Disclosure Statement is included in Schedule E of this Disclosure Statement.
- 9.5.2. **Care services fee:** The Care Services Fee is paid by the Resident in respect to the Service and Care Levels selected by the Resident from time to time and is notified to the Resident by the Operator from time to time.
- 9.5.3. **Additional fee:** The Additional Fee is charged to the Resident on the basis of the cost of each Additional Service provided to the Resident. Such Additional Services are charged to the Resident on the basis of a charge out-scale for each service (the costs of which are published from time to time to the Village Residents by the Operator).
- 9.5.4. **Anticipated new or changed charges:** Nil as at the date of this Disclosure Statement.
- 9.6. **Ongoing charges:** Ongoing charges payable after Resident vacates unit:
- 9.6.1. **Temporary vacation:** If the Resident vacates the unit on a temporary basis only (for example to go on holiday), then the Service Fee continues to be payable by the Resident;
- 9.6.2. **Permanent vacation of unit on termination of an Occupation Right Agreement for a unit:** The Service Fee continues to be payable by the Resident following termination of the Occupation Right Agreement up until the date when the unit is permanently vacated by a Resident and all the Resident's belongings are removed; and
- 9.6.3. **Damage or destruction:** Where the Resident's Occupation Right Agreement is terminated following an event of damage or destruction of the unit or the Village, then clause 16 of this Disclosure Statement shall apply.
- 9.7. **Maintenance and sinking fund contribution:** As at the date of this Disclosure Statement, no maintenance or sinking fund is operated by the Operator as the Operator maintains the Village on a regular and ongoing basis.
- 9.8. **Maintenance and refurbishment:** Details of maintenance for which the Operator and the Residents are responsible include:
- 9.8.1. The Operator is responsible for the maintenance of all communal buildings and facilities of the Village. It is also responsible for all maintenance of the exterior of the units. However, the Resident is responsible to keep and maintain the interior of the unit and fixtures, fittings and any other items owned by the Operator as

contained in the unit in a proper, tidy, clean and sanitary condition and (where appropriate) working order. The Resident is responsible for replacing (at their cost with equivalent items) mirrors, lightshades and light bulbs in the unit as reasonably required, and the Resident shall replace all batteries and power elements used in the Operator's Chattels and possessions.

9.8.2. The Resident is responsible for paying the following Operator's costs, upon invoice:

9.8.2.1. Costs of remedying any breach by the Resident of their maintenance responsibilities; and

9.8.2.2. Costs of repairing any damage to the Unit and its fixtures and fittings caused by the Resident or their guests.

9.8.3. At the termination of the Resident's Occupation Right Agreement, the Resident must leave the unit in the same order and repair and condition as it was at the commencement of the Occupation Right Agreement (except for any damage caused by fair wear and tear).

9.8.4. Is the resident entitled to a credit from the Maintenance Fund on termination of their Occupation Right Agreement?: Not applicable; no separate maintenance or sinking fund is operated by the Operator.

9.9. **Other amounts payable:** The amounts payable by the Resident for rates, maintenance and insurance include:

9.9.1. **Rates:** Nil, other than a contribution to rates paid by the Resident as part of the Service Fee.

9.9.2. **Insurance:** Refer to clause 16 of this Disclosure Statement. The Resident contributes to insurance of the Village as part of the Service Fee.

9.9.3. **Maintenance:** Refer to clause 9.8 of this Disclosure Statement.

9.10. **Financial statements:** Financial accounts for Ashbury Heights Limited:

9.10.1. **Obligations under the Retirement Villages Act:** Under the Retirement Villages Act 2003, the financial statements are prepared relating to the Operator and are audited. The financial statements for the Operator and the Village are the same.

9.10.2. **Process:** The process for preparing, auditing and disclosing of financial statements:

9.10.2.1. Walker Davey Searells Limited as Accountants for the Operator are responsible for preparing the necessary financial statements;

9.10.2.2. The financial statements of the Operator will be audited by an independent chartered accountant.

9.10.3. **Circumstances where a resident is entitled to the financial statements of the village:** All residents of the Village are entitled to receive a copy of the financial

statements of the Operator at no charge. Such information can be made available upon request by the Resident to any of the following:

9.10.3.1. The Operator; or

9.10.3.2. The solicitors for the Operator, Cavell Leitch Limited, Level 3, BNZ Centre, 111 Cashel Mall, Christchurch

9.10.4. Other accounts or financial statements (apart from those required by the Retirement Villages Act 2003) which are prepared in relation to the operation of the village: Nil.

9.10.5. **Are financial statements prepared for the manager of the village:** Not applicable. The Operator is responsible for the overall management of the Village, and financial statements are prepared for the Operator.

9.10.6. **Financial statements attached to this disclosure statement:** Financial statements for the Operator are not attached to this Disclosure Statement but are available upon the request of any Resident of the Village.

### Part 3 – Occupation Right Agreements, termination, deductions and estimated financial returns

#### 10. Cooling off period and cancellation of Occupation Right Agreements

- 10.1. Please refer to section 28 of the Act which is displayed under the heading “Cooling off period and cancellation for delay” in this Disclosure Statement.
- 10.2. The Occupation Right Agreements for the Village contain the cooling off and cancellation provisions as required under the Act.
- 10.3. If the Occupation Right Agreement is entered into by a new Resident to the Village occupying a house, serviced apartment or a care unit situated at the Care Facility or Dementia Care Facility, then if the Resident is unhappy, the Resident shall also have the right to cancel the Resident’s Occupation Right Agreement by notice given to the Operator within 90 days following the commencement date of the Resident’s Occupation Right Agreement. For the avoidance of doubt, the provisions of this clause will not apply to residents transferring from one unit to another unit within the Village.

#### 11. Variation of Occupation Right Agreement

- 11.1. **Details of the ability of a party to vary an Occupation Right Agreement:** The Occupation Right Agreement for each Resident cannot be varied unilaterally. Any material variation to a signed Occupation Right Agreement for a unit in the Village shall be completed after consultation and the written consent of both the Operator and the Resident, except in circumstances required by law.

#### 12. Termination of Occupation Right Agreement

- 12.1. **Effect of termination on any person living with a resident (at the time of termination) if the Occupation Right Agreement is terminated:** Any person living with a Resident at the time of termination shall be bound by the terms of the Occupation Right Agreement and be required to vacate the unit on termination.
- 12.2. **Continuing charges payable:** Charges that continue to be payable by a former Resident after termination are as follows:
  - 12.2.1. **Service fee:** The Service Fee is payable up to the date when the Resident has permanently vacated the unit and all the Resident’s belongings have been removed following termination of the Occupation Right Agreement;
  - 12.2.2. **Care services fee and additional fees:** The Resident is required to account for all Care Services Fees and Additional Fees and the cost of all utilities incurred up to the date the resident permanently vacates the unit;
  - 12.2.3. **Village Contribution Fee and Commencement Fee:** The Resident is liable to pay the Village Contribution Fee and Commencement Fee applicable upon termination (refer clause 4.5 ).
  - 12.2.4. **Deferred Care Services Charge:** The Resident is liable to pay the Deferred Care Services Charge if applicable upon termination.

- 12.3. **Details of application for maintenance fund (if any) contribution paid by former resident:** The Resident is not entitled to repayment or refund of any contributions to any maintenance or sinking fund. As at the date of this Disclosure Statement, the Village does not operate a maintenance or sinking fund.
- 12.4. **The extent (if any) a former resident is exposed to capital gain (or loss) arising from termination of Occupation Right Agreement:** The Occupation Right Agreement signed by the Resident specifies the amount payable to the Resident on termination. Therefore, the former resident is not exposed to any capital gain nor to any capital loss arising out of the termination of the Occupation Right Agreement. An exception to this is should there be a delay in obtaining a new resident for the vacated unit, then with the agreement of both the Resident and the Operator, a reduced payment amount can be agreed.
- 12.5. **New resident not required:** The Operator is not required to obtain a new resident for the unit if the Occupation Right Agreement terminates due to the damage or destruction of the unit (or Village, or part thereof) and the Operator does not rebuild the unit to provide an alternative unit in the circumstances set out in the Occupation Right Agreement. The Operator is also not required to obtain a new resident for the unit when the Operator agrees with the Resident to purchase the Resident's rights in the unit in accordance with clause 4.4.4.
- 12.6. **Termination of Occupation Right Agreement:** If the Occupation Right Agreement is terminated due to the damage or destruction of the unit (or the Village) then the Operator shall at all times comply with the Code of Practice and the Resident's Occupation Right Agreement (refer clause 16 of this Disclosure Statement).
- 12.7. **No entitlement to sum paid by new resident of a vacated unit:** Upon termination of their Occupation Right Agreement, the former resident (or their personal representatives) has no entitlement in respect to the new resident's Occupation Loan. The Refundable Amount is a calculation based on the initial Occupation Loan and is not increased if the amount the Operator is able to obtain from a proposed new resident is more than that Occupation Loan.
- 12.8. **Details or process to be followed in finding a new resident for the vacated residential unit:** The unit may be advertised in local newspapers, radio, TV, in catalogues, on the Ashbury Heights website ([www.ashburyheights.co.nz](http://www.ashburyheights.co.nz)), on the internet via Eldernet website and through the database of interested parties that have enquired about the unit. The Occupation Loan payable by a new resident is determined by the Operator taking into account all reasonable factors including the current market for retirement village units.
- 12.9. **Damage and destruction of unit or village:** In the event that the unit or part or all of the Village is destroyed or damaged through no fault of the Resident, then notwithstanding clause 9.4 of this Disclosure Statement, clause 16 of this Disclosure Statement shall apply.
- 13. Deductions from payments by and to residents**
- 13.1. **On entry:** The Resident shall pay the Occupation Loan specified in the Occupation Right Agreement. The applicable payment required is also specified in the application form signed by the Resident.

- 13.2. **On exit:** On termination of an Occupation Right Agreement, the Commencement Fee, Village Contribution Fee and Deferred Care Services Charge is deducted from the Occupation Loan and calculated in accordance with the Occupation Right Agreement (except in circumstances where termination of the Occupation Right Agreement is due to the damage or destruction of the unit or the Village - refer clause 16.10).
- 13.3. **Other costs:** Other costs which the Resident is required to pay include:
- 13.3.1. Resident's legal costs on the issue, and termination of an Occupation Right Agreement.
  - 13.3.2. Costs incurred by Operator in effecting the Resident transferring to another unit with the Village.
  - 13.3.3. Utility charges for electricity if separately metered, provided however that where the Resident has selected Superior Care and above from the Service and Care Levels, then the Resident shall not be required to pay for charges for electricity.
  - 13.3.4. Utility charges for telephone and other separately metered utilities used by the Resident, including television broadcasting, satellite and cable television.
  - 13.3.5. Doctor's charges, prescription charges and other medical and pharmaceutical charges rendered to the Resident, unless these services fall within the Service and Care Level applicable to the Resident.
  - 13.3.6. Any outstanding Service Fee, Care Services Fee and Additional Fee incurred by the Resident.
  - 13.3.7. Costs of any internal repairs, painting or redecoration (excluding fair wear and tear) required as a result of any damage, loss or injuries caused by the Resident or their guests to the unit including negligent use or omission as more particularly described in the Occupation Right Agreement.
  - 13.3.8. If any payments are not made upon the dates and in the manner required in terms of the Occupation Right Agreement, then the Resident may be liable to pay default interest as specified in the Occupation Right Agreement.
  - 13.3.9. A Resident of the Village may be required to indemnify the Statutory Supervisor pursuant to the Deed of Supervision.
  - 13.3.10. If requested by the Operator, the insurance excess in the event of a claim where damage or loss arises out of the negligent, deliberate or wilful act of a Resident (or their guests).
  - 13.3.11. If requested by the Operator, the costs of the reinstatement of the Resident's unit where the unit has been altered to suit the needs of a Resident with a disability during the term of the Resident's Occupation Right Agreement.
  - 13.3.12. Any other costs not otherwise specified but which are properly payable by the Resident as an occupant of a resident funded Village.

13.4. **Financial return:** There is no financial return that a Resident, former resident or personal representative or executor of a former resident can expect to receive on the sale or other disposal of a vacant unit, except for repayment of the Refundable Amount. Refer to Schedule E of this Disclosure Statement.

## Part 4 – Other matters

### 14. Details relating to certain security interests

- 14.1. As at the date of this Disclosure Statement no holder of a security interest has refused consent to the registration of the Village under the Act.

### 15. Code of practice

- 15.1. The Village has not applied for an exemption from the requirement to comply with the Code of Practice.

### 16. Responsibility for insurance

- 16.1. The Operator will comply at all times with the Code of Practice (as amended from time to time) in respect to its obligations to insure the Village.

- 16.2. Replacement insurance cover is maintained for the Village.

- 16.3. The Operator will ensure that the Village insurance policies are to the satisfaction of the Statutory Supervisor.

- 16.4. As at the date of this Disclosure Statement, the following insurance policies are held by Qestral Corporation Limited and its subsidiaries (including the Operator) with NZI in respect to the Village (a full copy of the certificate of currency will be provided by the Operator to the Resident upon request):

16.4.1. Units under construction are subject to a contract works policy.

- 16.5. **Responsibility for excess on insurance policy:** The Operator shall pay the excess in respect of any claim against its insurance policies except that the Resident may be required to reimburse the Operator for the excess payable on any insurance claim arising out of the Resident's negligent or deliberate or wilful damage by the Resident or their invitees to the unit or any part of the Village.

- 16.6. As at the date of this Disclosure Statement, the excess applicable to the Village are as follows:

16.6.1. 1% of the constructed value at time of loss, subject to a minimum \$5,000 any one occurrence in respect of natural disaster;

16.6.2. –Non-natural disaster minimum \$5,000.00 any one site.

- 16.7. **Contract Works insurance:** Qestral Corporation Limited holds an Annual Contract Works policy in respect of units with sum insured limit of \$1,500,000.00 per contract for the houses.

- 16.8. **Resident insurance:** The Resident is not required to hold their own contents insurance policies. However, the Operator recommends that the Resident arranges insurance cover for their own personal chattels and belongings in their unit. The Resident is responsible to arrange their own vehicle insurance (if applicable). Irrespective of cause the Operator will have no responsibility for loss or damage to any of the Resident's chattels, property or

vehicles. If any loss or damage to any part of the Village arises out of the negligent, deliberate or wilful act of the Resident (or their guests), then the Resident shall reimburse the Operator in full where such loss or damage is not covered by the Operator's insurance.

16.9. **Temporary accommodation:** In the event the unit or part of the Village requires repair and/or replacement then the Operator agrees to use its best endeavours to provide temporary accommodation to the Resident. The Operator does not guarantee that the Operator will be in a position to provide such temporary accommodation, for example in the event of an extreme natural disaster, and the Resident acknowledges that in such cases, then the Resident may be requested by the Operator to arrange the Resident's own accommodation at the Resident's cost until the Resident is notified by the Operator that the Resident is able to return to the unit (or an alternative unit in certain circumstances, see clause 16.10 below). If the Operator is providing temporary accommodation, then the Resident shall pay the Service Fee, Care Services Fee and Additional Fee as applicable relating to that temporary accommodation.

16.10. **Damage and destruction:** In the case of damage or destruction of unit or Village:

16.10.1. **Consultation with resident:** In the event that the unit or Village is damaged or destroyed by fire, accident, natural disaster or other risk, through no fault of the Resident, then the Operator will, as soon as reasonably possible, consult with the Resident prior to making its decision as to whether to repair or replace the unit or Village as follows:

16.10.1.1. As soon as reasonably practical following the damage or destruction, the Operator will assess the extent of the damage and obtain any necessary independent advice (including, without limitation engineering, building and legal advice) as to whether it is practical to repair or replace the unit or the relevant part of the Village;

16.10.1.2. Such assessment will take place within a reasonable timeframe bearing in mind the extent of the damage and all other reasonable circumstances;

16.10.1.3. Prior to making its decision as to whether the unit, or such part of the Village will be repaired or replaced following such damage or destruction, the Operator shall first consult with the Resident within 20 Working Days of completion of the assessment. Should the Operator consider it reasonable in the circumstances to defer consultation with the Resident to a later date (taking into account the extent of the damage to the unit, the Village, any damage to the area in which the Village is situated and any other reasonable circumstances), then the Operator will notify the Resident in writing of such later date; and

16.10.1.4. Following the consultation with the Resident the Operator shall within 20 Working Days or as soon as reasonably practical, notify the Resident in writing of the outcome of its decision (as to whether to repair or replace). The Operator will keep the Resident informed by written notification if the Operator is to extend this timeframe, if the Operator considers it reasonable to do so in the circumstances.

- 16.10.2. **No transfer option available:** Notwithstanding clause 9.4 of this Disclosure Statement, if the Occupation Right Agreement is terminated due to the damage or destruction of the unit (or the Village), through no fault of the Resident, and the Operator does not rebuild the unit or the Village or provide an alternative unit in the circumstances as set out in the Occupation Right Agreement (eg in the case of an earthquake causing significant damage) then no Village Contribution Fee or Commencement Fee will be deducted and the full Occupation Loan less any outstanding payments due by the Resident including any Deferred Care Services Charge) will be repaid to the Resident, no later than 10 Working Days after the date the Operator or the Statutory Supervisor receives payment in full under any insurance policy covering the Village.
- 16.10.3. **Transfer option available:** In the event that following the damage or destruction of the unit:
- 16.10.3.1. The Operator provides the Resident with an option to transfer to another alternative unit (either existing or to be constructed) and the Resident does not accept the transfer option, then the Occupation Right Agreement will be deemed to be terminated by the Resident and the Village Contribution Fee will be deducted from the Occupation Loan in the usual manner set out in clause 4.5 The balance of the Occupation Loan (following deduction of the Village Contribution Fee and any other outstanding payments due by the Resident) shall be repaid to the Resident 10 Working Days after receipt of the Resident's notice of termination or 10 Working Days after the Operator or the Statutory Supervisor receives payment in full under any insurance policy covering the Village, whichever is the later.
- 16.10.3.2. The Operator provides the Resident with an option to transfer to an alternative unit (either existing or to be constructed) and the Resident accepts the transfer option, then the Village Contribution Fee and Deferred Care Services Charge will continue to accrue in accordance with the terms of the Resident's Occupation Right Agreement for the alternative unit (provided such accrual shall be deemed to have commenced on the Commencement Date of the Occupation Right Agreement of the damaged unit).
- 16.10.4. **Unit uninhabitable following damage:** If the unit becomes uninhabitable following damage or destruction by fire, accident or natural disaster or other risk through no fault of the Resident, if the Operator is unable to provide temporary accommodation to the Resident, then the accrual of the Village Contribution Fee and Deferred Care Services Charge and the payment of Service Fee, Care Services Fee (if applicable) and Additional Fee (if applicable) will cease (unless the Operator is providing temporary accommodation to the Resident in which case the accruals/payments shall continue) until the unit (or an alternative unit if applicable) is ready for occupation by the Resident.

## **17. Selection of care services or transition to serviced unit**

- 17.1. **Care services in houses:** The Resident may live in a House on an independent basis, or may opt to receive the Butler Service in a House. Other than the Butler Service, the Operator is not required to provide Care Services to a Resident occupying a house.
- 17.2. **Change from house to serviced apartment or care unit occupation right agreement:** At any time during the term of a Resident's Occupation Right Agreement for a house, the Resident may, subject to the consent of the Operator, choose to change to a serviced apartment or care unit. If a Resident wishes to select one of the Service and Care Levels offered by the Operator to a Serviced Apartment or Care Unit, then the following provisions shall apply:
- 17.2.1. The Operator may consult with the Resident's regular medical practitioner in determining the level of care to be made available to the Resident.
- 17.2.2. If the Operator, following consultation with the Resident's regular medical practitioner, determines that the Resident qualifies for the provision of one of the Service and Care Levels offered by the Operator to a serviced apartment or Care Unit, the Operator will use its best endeavours to assist the Resident to transfer from the house to a serviced apartment or care unit, provided that a suitable serviced apartment or care unit is available and provided that the Resident complies with the conditions and requirements for entry into the unit, which may include the execution of an Admission Agreement if the Service and Care Level selected amounts to Care Services being provided by the Operator to the Resident which form part of the ARRCs Agreement.
- 17.2.3. The selection of one of the Service and Care Levels for a serviced apartment or care unit will amount to cancellation by the Resident of the Resident's existing Occupation Right Agreement for the house.
- 17.2.4. The Resident will be required to sign a new Occupation Right Agreement in respect of the serviced apartment or care unit on the then current terms, provided however that the commencement date of the new Occupation Right Agreement for the serviced apartment or care unit shall be contemporaneous with the termination of the Resident's existing Occupation Right Agreement for the house.
- 17.2.5. Accrual of the Village Contribution Fee shall be calculated in accordance with clause 9.4.
- 17.3. **Is the resident allowed to leave the unit and receive residential care in the Care Facility:** There is a rest home, hospital level care facility and Dementia Care Facility planned for the Village which will be owned and operated by the Operator. If requested by the Resident, the Operator covenants to use its best endeavours to procure a vacancy for the Resident in the Care Facility or Dementia Care Facility once available, provided that the Resident complies with the conditions for entry into the Care Facility. This includes but is not limited to a comprehensive assessment of the Resident's care needs being completed by an approved agency.

A resident transferring to the Care Facility or Dementia Care Facility will result in the

termination of the Resident's Occupation Right Agreement. The Operator may offer Occupation Right Agreements in respect of the Care Units as referred to in 17.2 above. The Operator may also offer residential care in a Care Unit on a non-ORA basis.

A resident who has been assessed as needing residential care may be entitled to receive Government care subsidies. Additional charges may apply where additional services are received (for example a premium room).

## **18. Effect of marriage on Occupation Right Agreement**

18.1. Should a Resident marry or enter into a civil union (irrespective of whether the Resident was in another marriage or civil union when the Occupation Right Agreement was entered into), then the Resident's new wife, husband or partner(as the case may be) must:

18.1.1. Comply with the terms and conditions of the Village and any other terms and conditions of entry into the Village; and

18.1.2. Enter into an Occupation Right Agreement for the unit on the same terms and conditions as the current Resident by becoming a joint resident, or meet such other requirements as the Operator may require at their discretion.

## **19. Financial assistance**

19.1. Financial assistance may be made available to a Resident in connection with payment of the Occupation Loan for an Occupation Right Agreement on such terms as the Operator may determine in its sole discretion. The Resident may obtain further information in detail directly from the Village Manager.

## **20. Prospective financial information**

20.1. The principal assumptions and methods for working out information in prospective financial information are included in the notes to "Intending Resident: Specific Information" attached to this Disclosure Statement.

## **21. Other documents**

21.1. At the request of the Resident or intending resident to the Operator, the following can be made available:

21.1.1. Audited financial statements of the Operator;

21.1.2. Example Occupation Right Agreement;

21.1.3. Deed of Supervision between the Operator and the Statutory Supervisor;

21.1.4. A copy of any Village Rules;

21.1.5. A copy of a Management Agreement (if any); or

21.1.6. Certificate of Currency concerning insurance policy arranged by the Operator concerning the unit and the Village.

**22. Independent legal advice**

- 22.1. All Residents must seek independent legal advice before entering into an Occupation Right Agreement for Ashbury Heights.

**Schedule A – Key staff of village**

*(As at the date of this Disclosure Statement)*

		<b>Contact details</b>		
<b>Position</b>	<b>Name</b>	<b>Phone No</b>	<b>Email</b>	
	Chief Operating Officer	Jemma Appleton	021 250 2515	jemma.a@qestral.co.nz
	Managing Director	Simon O’Dowd	027 433 2247	simon.o@qestral.co.nz
	Sales Manager	Lynn Hill	027 430 4622	lynn.h@ashburyheights.co.nz
	Village Manager	Jemma Appleton	021 250 2515	jemma.a@qestral.co.nz

## **Schedule B – Service fee**

*(As at the date of this Disclosure Statement)*

The Service Fee is payable by all Residents at the Village and is a contribution to the direct costs relating to the Resident's occupation including:

1. Building insurance;
2. Rates;
3. Call system and CCTV monitoring;
4. Building maintenance;
5. Activities programme within the Village;
6. Cleaning to the exterior of windows (not interior) of the unit;
7. Upkeep of the Village grounds and property;
8. Water supply; and
9. Rubbish collection.

## **Schedule C – Service and care levels**

*(As at the date of this Disclosure Statement)*

### **Butler Service**

1. Regular recorded computerised monitoring for health and care requirements, including weight management, blood pressure, heart rate and blood oxygen monitoring; using (the Qestral developed) Spritely system.
2. An electronic reminder system for medication and arranged pharmacy deliveries in pre-dispensed sachets using (our Qestral developed) Spritely system.
3. Emergency alarm and sensors placed in the house that monitor lack of movement;
4. Spritely Connect and Care package;
5. Care staff assistance on site for emergencies on a 24 hour, 7 days per week basis;
6. Participation in the Qestral TRILife wellness programme and access to all organised activities and events;
7. Main meal (lunch or dinner) delivered five days a week;
8. General housekeeping for the house once a week;
9. Access to the communal facilities in The Lodge (when available)

### **Serviced Apartment:**

#### **Regular Care**

1. Initial and regular post-admission reviews to assess care requirements;
2. Free access to the Village's Nurse clinic;
3. Access to the Village's General Practitioner (cost of GP consultations is not included within Care Service Fee)
4. Emergency call alarm and three call bells monitored on a 24 hour basis;
5. Spritely Connect and Care package including instant communication and response tablet;
6. Care staff assistance on site at all times;
7. Participation in the QestralTRILife wellness programme and access to all organised activities and events;
8. Access to all of the facilities in The Lodge, including medical centre, library, care, movie theatre, bar, restaurant, chapel, medical centre, billiards table, hairdressing salon, gym, swimming pool and spa
9. Weekly cleaning of the Apartment;

10. Your own washing machine/dryer facilities;
11. Daily rubbish removal;
12. Morning and afternoon teas in the Café;
13. One main meal five days a week;
14. CCTV monitoring in common areas and village entrance, rates, sprinkler system, smoke alarms, building insurance, exterior repairs and maintenance, care of common areas;

### **Superior Care**

1. All of those services included in Regular Care (except meals);
2. Spritely health monitoring system;
3. Laundry (sheets and pillowcases) changed weekly;
4. Bathroom linen changed 3 times per week;
5. General cleaning of the serviced apartment once a week;
6. Breakfast delivered to the Apartment seven days a week;
7. Assistance with zips and buttons when dressing;
8. Lunch or dinner delivered to the Apartment seven days per week;
9. Electricity and heating consumed within the unit;
10. Private phone line and internet facilities (toll calls are not included in the Care Services Fee).

### **Premium Care**

1. All of those services included in Regular Care and Superior Care (except meal plan);
2. General care and assistance;
3. Assistance with dressing and assisting you to start the day;
4. Assistance with showering three times per week;
5. Three meals per day delivered to the Apartment, seven days a week;
6. Arranging pharmacy deliveries of medication in pre-dispensed sachets;
7. Bed made on a daily basis;
8. Personal laundry laundered three times per week; and
9. Evening communication and "settle down" service.

## Care Facility units:

### Full rest home care – care units only

1. All those services included in Regular Care, Premium care and Superior Care;
2. Short form and long term care plan;
3. Full laundry service;
4. Regular oversight by the registered nurse and General Practitioner/;
5. Coordinating and paying for appointments with the Resident's General Practitioner. For the avoidance of doubt, costs arising from appointments with medical practitioners other than a General Practitioner are the responsibility of the Resident;
6. Supplying pharmaceuticals and medication management;
7. Night visits included as per clinical need;
8. All meals and dietary requirements met;
9. Private phone line (but not including toll charges) and internet;
10. Daily delivery of The Press;
11. Participation in the Qestral TRILife wellness programme and access to all organised activities and events; and
12. All other services included in the Admission Agreement.

### Hospital Care – care units only:

1. All those services included in full rest home care;
2. Hospital-grade dietary requirements catered for;
3. Greater oversight by the General Practitioner and registered nurse onsite 24 hours and in charge of clinical supervision;
4. Input from medical specialists;
5. Hospital bed aids and adaptations;
6. Administration of medication as prescribed and dispensed by a registered nurse;
7. Qualified healthcare assistants trained to hospital level care;
8. Qualified diversional therapist;
9. Allied health services including dietitian, podiatrists, physiotherapy, audiologist ;
10. Palliative care management services;
11. Participation in the Qestral TRILife wellness programme and access to all organised activities and events; and

12. All other services included in the Admission Agreement.

If the Occupation Right Agreement relates to a serviced apartment or care unit, then the Resident must select one of the applicable Service and Care Levels as described in this Schedule.

For the avoidance of doubt, Rest Home and Hospital Care is only available in care units situated in the Care Facility.

### **Dementia Care Units:**

#### **Dementia Care (dementia care units only)**

The Dementia Care Facility provides dementia care to Residents at rest home level only. No psychogeriatric care is provided in the Dementia Care Facility.

1. All those services included in full rest home care;
2. Dementia-grade dietary requirements catered for;
3. General Practitioner and registered nurse oversight;
4. Input from medical specialists;
5. Administration of prescribed prescription medication;
6. Qualified healthcare assistants trained to dementia level care;
7. Qualified diversional therapist;
8. Access to allied health services including dietitian, podiatrists, physiotherapy, audiologist ;
9. Access to palliative care management services;
10. All other services included in the Admission Agreement.

Only the Butler Service is available in Houses. Other Service and Care Levels are not available to Residents occupying houses at the Village (except in the sole discretion of the Operator).

If the Occupation Right Agreement relates to a serviced apartment or care unit, then the Resident must select one of Service and Care Levels as described in this Schedule applicable to the serviced apartment or care unit.

A Resident in a unit in the Dementia Care Facility must select the Dementia Care Service and Care Level.

## **Schedule D – Code of residents’ rights**

*(As at the date of this Disclosure Statement)*

### **Services and other benefits**

You have the right to services and other benefits promised to you in your Occupation Right Agreement.

### **Information**

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

### **Consultation**

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

- Occupancy; or
- Ability to pay for the services and benefits provided.

### **Right to complain**

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

### **Disputes**

You have the right to a speedy and efficient process for resolving disputes between you and the Operator or between you and other Residents of the Village.

### **Use of support person or representative**

You have the right in your dealings with the Operator or other Residents of the Village to involve a support person or a person to represent you. The cost of involving a support person or person to represent you must be met by you.

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

You have the right to be treated with courtesy and have your rights respected by the Operator, the people who work at the Village and the people who provides services at the Village.

### **Right not to be exploited**

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

### **Your obligations to others**

Your rights exist alongside the rights of other Residents and the rights of the Operator, the people who work at the Village and the people who provide services at the Village. In the same

way that these people are expected to respect your rights, it is expected that you in return will respect their rights and treat them with courtesy.

**Operator’s contact person**

If you want more information about your rights or wish to make a complaint against the Operator or another Resident, the owner’s contact person is the Village manager.

**Other contact persons**

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

- The Statutory Supervisor;
- The Registrar of Retirement Villages; and
- The Retirement Commissioner.

**Schedule E – Intending resident(s) – specific information**

**Intending resident(s) – specific information**

Ashbury Heights

[Address]

Resident name(s): RESIDENTSNAME

Unit description and number:

Occupation Loan: \$0?

Service Fee payable by Resident in respect of this unit: \$ per week (including GST if any)

Initial Care Services Fee payable (Butler Service or serviced apartment only): \$ per week (including GST if any)

Initial Service and Care Level (Butler service, Serviced Apartment or Care Unit only):

Deferred Care Services Charge (Butler Service Only) [ ]% of the Occupation Loan per annum (being \$[ ] per annum)

**Termination details:**

*Details of accrued deductions and Refundable Amount which the Resident could expect to receive on the termination of their Occupation Right Agreement and vacation of the unit, applicable to the unit as at date of application by the Resident.*

**Independent house**

<b>Termination date / length of stay</b>	<b>Estimated deductions</b>	<b>Estimated refundable amount</b>
Commencement Date (10% Commencement Fee)	\$0?	\$0?
First year anniversary of Commencement Date (10% Commencement Fee plus 5% Village Contribution Fee Occupation Loan)	\$0?	\$0?
Second year anniversary of Commencement Date (10% Commencement Fee plus 10% Village Contribution Fee)	\$0?	\$0?

Third year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee)	\$0?	\$0?
Fourth year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee))	\$0?	\$0?
Fifth year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee) )	\$0?	\$0?
Tenth year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee) )	\$0?	\$0?

**Serviced apartment, serviced care unit**

<b>Termination date / length of stay</b>	<b>Estimated deductions (Village Contribution Fee)</b>	<b>Estimated refundable amount</b>
Commencement Date (10% of the Commencement Fee)	\$N/A	\$N/A
First year anniversary of Commencement Date (10% Commencement Fee plus 10% Village Contribution Fee)	\$N/A	\$N/A
Second year anniversary of Commencement Date (10% Commencement Fee plus 20% Village Contribution Fee)	\$N/A	\$N/A
Third year anniversary of Commencement Date (10% Commencement Fee plus 20% Village Contribution Fee))	\$N/A	\$N/A
Fourth year anniversary of Commencement Date (10% Commencement Fee plus 20% Village Contribution Fee))	\$N/A	\$N/A
Fifth year anniversary of Commencement Date (10% Commencement Fee plus 20% Village Contribution Fee))	\$N/A	\$N/A
Tenth year anniversary of Commencement Date 10% Commencement Fee plus 20% Village Contribution Fee )	\$N/A	\$N/A

**A?Butler Service**

<b>Termination date / length of stay</b>	<b>Estimated deductions</b>	<b>Estimated refundable amount</b>
Commencement Date (10% Commencement Fee)	\$A?	\$A?
First year anniversary of Commencement Date (10% Commencement Fee plus 5% Village Contribution Fee plus ?% Deferred Care Services Fee)	\$A?	\$A?
Second year anniversary of Commencement Date (10% Commencement Fee plus 10% Village Contribution Fee plus ?% Deferred Care Services Fee)	\$A?	\$A?

Third year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee plus ?% Deferred Care Services Fee)	\$A?	\$A?
Fourth year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee plus ?% Deferred Care Services Fee)	\$A?	\$A?
Fifth year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee plus ?% Deferred Care Services Fee)	\$A?	\$A?
Tenth year anniversary of Commencement Date (10% Commencement Fee plus 15% Village Contribution Fee plus ?% Deferred Care Services Fee)	\$A?	\$A?

*The above information is provided upon the following assumptions:*

- (a) That the Occupation Loan is as described above.*
- (b) The Village Contribution Fee is as described in accordance with the Occupation Right Agreement.*
- (c) No capital loss nor capital gain is incurred by the Resident.*
- (d) The Village Contribution Fee in this Schedule is calculated for a full year – if termination occurs part way through a year then the Village Contribution Fee will be calculated on a pro rata daily basis for an incomplete year.*

*Note that further deductions may be made from the Occupation Loan for other payments outstanding by the Resident to the Operator at the time of repayment.*

## Appendix 1 – Units occupied and unoccupied

(Details of units as at the date of this Disclosure Statement)

<b>Details of number of units unoccupied, and units occupied and subject to Occupation Right Agreement, in the Village as at date of this Disclosure Statement</b>		
<b>Unit Type</b>	<b>Number occupied</b>	<b>Number unoccupied</b>
Houses	Nil	Under construction
Apartments	Nil	To be constructed
Care units	Nil	Under construction
<b>Details of units disposed of in the 12 months prior to the date of this Disclosure Statement that were <i>occupied</i> before their disposal</b>		
<b>Unit type</b>	<b>Unit number</b>	<b>Time taken to dispose of unit (days)</b>
Houses	Nil	N/A
Apartments	Nil	N/A
Care units	Nil	N/A
<b>Average time taken to dispose of an occupied unit (calculated from the date the unit is vacated upon termination of ORA to confirmation of new Occupation Right Agreement) – N/A</b>		
<b>Details of units disposed of in the 12 months prior to the date of this Disclosure Statement that were <i>unoccupied</i> before their disposal</b>		
<b>Unit type</b>	<b>Unit number</b>	<b>Time taken to dispose of unit (days)</b>
Houses	N/A	
Apartments	N/A	N/A
Care units	N/A	N/A
* <i>Construction only commences once application to enter into Occupation Right Agreement is signed.</i>		
** <i>All units are new units that form part of the Village.</i>		
<b>Average time taken to dispose of an unoccupied unit on the basis of the above – N/A:</b>		