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**DISCLOSURE STATEMENT**  
for the purpose of the Retirement Villages Act 2003

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Issued by  
**Woodlands Retirement Village**  
Registration Date: 5 November 2021



**OCEANIA**  
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## STATEMENT OF INFORMATION FOR INTENDING RESIDENTS

### I. IMPORTANT INFORMATION FOR INTENDING RESIDENTS

- Decisions about retirement villages are very important. They have long-term personal and financial consequences.
- You should read this disclosure statement carefully.
- This disclosure statement draws your attention to some of the important matters that 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:
  - (a) the kind of legal interest that the resident has in the village;
  - (b) what happens if the resident or their family wants to exit an occupation right agreement;
  - (c) the fees and charges that apply to entering, moving between units within, and leaving the village; and
  - (d) the ongoing fees and charges.
- It is important that you and your family understand what is involved in entering into an occupation right agreement to join a retirement village.
- Although in most cases you will have 15 working days to cancel an occupation right agreement after signing it, you should consider the issues carefully before you sign any application form or agreement.

### II. INFORMATION ABOUT AVOIDING AN OCCUPATION RIGHT AGREEMENT

- 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 circumstances involve—
  - (a) a significant detriment to you; or
  - (b) a material (not merely technical or minor) breach of the Act; or
  - (c) deliberate misconduct by the operator of the village.
- You can use the right only by giving written notice to the operator of the village, and the statutory supervisor (if there is one) of the village, within the period described in the relevant row of the table below:

Circumstances	Period
The village was not registered, but was required to be.	3 years after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first.
The registration of the village was suspended and the operator had been	3 years after you entered into the agreement or 6 months after you knew, or

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

- 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.

**KEY INFORMATION**

Date of this Disclosure Statement	5 November 2021
<b>INFORMATION ABOUT THE VILLAGE</b>	
Retirement Village Name	Woodlands Retirement Village
Street Address	6 Edgewood Crescent, Motueka
Registered Office	Level 11, 80 Queen Street, Auckland 1010
Address for Service	PO Box 9507, Newmarket, Auckland 1149
Telephone Number	(03) 528 8330
Contact Person	Name: Sharon Blackbeard Position: Business & Care Manager Phone: 027 323 2526 Mobile Phone: 027 323 2526 Street Address: 6 Edgewood Crescent, Motueka
<b>INFORMATION ABOUT THE OPERATOR</b>	
Name of Operator	Oceania Village Company Limited
Street Address	Level 11, 80 Queen Street, Auckland 1010
Registered Office	Level 11, 80 Queen Street, Auckland 1010
Address for Service	PO Box 9507, Newmarket, Auckland 1149
Telephone Number	0800 623 264
Directors of the Operator	Brent Pattison Kathryn Waugh
<b>INFORMATION ABOUT THE STATUTORY SUPERVISOR</b>	
Name of Statutory Supervisor	Covenant Trustee Services Limited
Street Address	Level 6, 191 Queen Street, Auckland 1010
Postal Address	PO Box 4243, Shortland Street, Auckland 1140
Contact Person	General Manager Phone: (09) 302 0638 Email: team@covenant.co.nz

## **OWNERSHIP, MANAGEMENT AND SUPERVISION**

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### **1. OWNERSHIP STRUCTURE AND OCCUPANCY RIGHTS**

- 1.1 **Legal nature of the operator:** Oceania Village Company Limited (“Oceania”) is a limited liability company registered under the Companies Act 1993.
- 1.2 **Underlying freehold interest in the Village:** Oceania owns the fee simple interest in the land comprising the Village and grants to the Residents a licence to occupy the relevant part of that land on the terms and conditions contained in an Occupation Right Agreement.
- 1.3 **Residents' interest in the Village:** The Village consists of 35 villas (“Villas”) as well as rooms that are certified by the District Health Board to provide rest home and hospital level care to a Resident who is assessed as requiring that level of care, which is occupied by a Resident under an Occupation Right Agreement (such rooms being “Care Suites”). The Residents' interest is a contractual licence to occupy a Villa or a Care Suite and a shared right to use the communal facilities and common areas and receive the services available to Residents. The Occupation Right Agreement does not grant any interest in the land of the Villa or the Care Suite and the Residents' interest is not held under a separate title nor is it individually secured.
- 1.4 **Charges and security interests affecting Oceania's interest in the Village:** Oceania's interest in the Village is subject to:
- (a) a first ranking mortgage over the Village land and buildings registered in favour of Covenant Trustee Services Limited as Statutory Supervisor of the Village held on behalf of the Residents and is not limited to an amount. The amount secured by this mortgage cannot be ascertained at the date of this Disclosure Statement because it secures performance by Oceania of all its liabilities from time to time pursuant to the Deed of Supervision entered into in respect of the Village between Oceania and the Statutory Supervisor;
  - (b) a second ranking mortgage registered in favour of a security trustee (currently New Zealand Permanent Trustees Limited) on behalf of the lenders and hedging providers to the Oceania Healthcare Group (“Security Trustee”). The mortgage forms part of a security package which secures amounts and obligations owing by Oceania Healthcare Limited (the parent company of Oceania) and certain of its subsidiaries (“the Group”) to certain secured parties (including bank lenders) (“Beneficiaries”) and is not limited as to the amount. The amount secured by this mortgage cannot be ascertained at the date of this Disclosure Statement because it changes on a daily basis;
  - (c) a guarantee and global security deed granted by Oceania in favour of the Security Trustee under which Oceania guarantees all obligations of the Group to the Beneficiaries and grants security to the Security Trustee over all of its present and after acquired personal property. The deed forms part of the same security package in favour of the Security Trustee (with the same approach to limits and amounts secured) as the second ranking mortgage referred to above.

### **2. RESIDENTS INTEREST IN VILLA OR CARE SUITE**

#### **2.1 Residents have the right to:**

- (a) **Have a member of the Resident's family (including a de facto partner) stay with the Resident in the Villa:** If the Resident is occupying a Villa, the Resident is entitled to have friends or relatives stay in the Villa for an aggregate total in respect of all guests of 90 days in any period of 12 consecutive months, subject to the prior written approval of the Business and Care Manager.

- (b) **Have a person stay with the Resident in the Villa as a companion or carer for the Resident:** If the Resident is occupying a Villa, the Resident is entitled to have a person stay with the Resident in the Villa as a companion or carer for the Resident, subject to the conditions in clause 2.1(a) above.
- (c) **Sell or market the Villa or Care Suite:** The Resident is entitled to introduce a prospective Resident who complies with Oceania's normal Village entry criteria following the termination of an Occupation Right Agreement. However, Oceania will control the sale and marketing of the Villa or Care Suite.

## 2.2 Residents do not have the right to:

- (a) **Have a member of the Resident's family (including a de facto partner) stay with the Resident in the Care Suite:** If the Resident is occupying a Care Suite, the Resident is not entitled to have friends, relatives or partners stay in the Care Suite.
- (b) **Have a person stay with the Resident in the Care Suite as a companion or carer for the Resident:** If the Resident is occupying a Care Suite, the Resident is not entitled to have a person stay with the Resident in the Care Suite as a companion or carer for the Resident.
- (c) **Let the Villa or Care Suite to another person:** Residents may not sub-let the Villa or Care Suite.
- (d) **Have a person stay in the Villa or Care Suite while the Resident is away:** Residents may not have a person stay in the Villa or Care Suite to mind it for the Resident while the Resident is away.
- (e) **Have a person board with the Resident in the Villa or Care Suite:** Residents may not have a person board with the Resident in the Villa or Care Suite.
- (f) **Grant a security interest in the termination proceeds:** Residents may not grant a security interest in the proceeds payable on termination of an Occupation Right Agreement.
- (g) **Mortgage or otherwise borrow against the Resident's interest in the Villa or Care Suite:** Residents may not mortgage or otherwise borrow against the Resident's interest in the Villa or Care Suite.
- (h) **Keep a pet in the Villa or Care Suite:** If the Resident is occupying a Villa, the Resident may not keep a pet in the Villa without Oceania's prior written consent. Such consent is at Oceania's complete discretion and may be withdrawn at any time. If the Resident is occupying a Care Suite, the Resident may not keep a pet in the Care Suite.

2.3 **Rules that apply to the Village:** Oceania adopts and amends rules from time to time that affect the Residents living in and using the Villas and Care Suites, and using the facilities in the Village. Oceania will consult with Residents in the Village prior to amending the rules. Each Resident is required to comply with such rules as a condition of his/her Occupation Right Agreement.

## 2.4 Limits on Residents living in and using a Villa or Care Suite:

- (a) If the Resident is occupying a Villa, the Resident must not move into the Villa prior to the issue of an Occupation Right Agreement in relation to the Villa, and payment in full of the Occupation Licence Payment. Please see clause 2.5(b) if the Resident is occupying a Care Suite.

- (b) The Resident must keep the interior of the Villa or Care Suite and the fixtures, fittings and chattels contained in the Villa or Care Suite in a good, clean and tidy condition.
- (c) The Resident must not carry out any maintenance or repair work to the Villa or Care Suite or the fixtures, fittings and chattels in the Villa or Care Suite without Oceania's consent and must engage the services of a contractor or tradesman nominated by Oceania, unless express permission is given by Oceania to engage the services of some other contractor or tradesman.
- (d) The Resident must not alter the Villa or Care Suite to meet the Resident's needs without first obtaining Oceania's prior written consent. Oceania will consent to a Resident with disabilities altering his or her Villa or Care Suite if it does not meet his or her needs, but such consent will be made subject to terms and conditions which Oceania considers appropriate and which will be advised to the Resident at the time of seeking consent. Any such alterations will be made by Oceania or a contractor engaged by Oceania, at the Resident's expense. On termination of the Occupation Right Agreement, the Villa or Care Suite will be reinstated to its original condition, and the Resident will pay the cost of reinstatement.
- (e) The Resident may only use the Villa or Care Suite as a private dwelling and is not permitted to do anything or omit to do anything that is reasonably likely to cause a nuisance or annoyance to the other Residents in the Village or occupiers of other Villas or Care Suites in the Village.
- (f) The Resident must not cause any of the drains or water pipes in, under or surrounding the Villa or Care Suite to be or become blocked, or deposit rubbish other than in approved receptacles or defile any part of the land or buildings on or in the Village.
- (g) The Resident must not erect any radio or television aerial, CCTV, antenna or satellite dish, or install audible burglar alarms without Oceania's prior written consent.

#### **2.5 Limits on Residents who wish to occupy Care Suites:**

- (a) If a Resident wishes to occupy a Care Suite, the Resident will be required to undergo a needs assessment. The needs assessment will be carried out by Oceania or the relevant District Health Board. A Care Suite may only be occupied by a Resident who is over 65 years of age, and who is assessed, as a result of the needs assessment undertaken by Oceania or the relevant District Health Board, as requiring rest home or hospital care. The Resident must also sign an Admission Agreement prior to occupation of the Care Suite. The Admission Agreement is required under the contract between Oceania Care Company Limited ("OCCL") and the relevant District Health Board for the provision of Aged Related Residential Care ("ARRC") but does not replace the Occupation Right Agreement. In the event of any inconsistency between the provisions of the Occupation Right Agreement and those of the Admission Agreement, the provisions of the Occupation Right Agreement will prevail.
- (b) If the Resident is occupying a Care Suite, the Resident must sign the Occupation Right Agreement prior to occupying the Care Suite.

#### **2.6 Sale and Marketing of the Villa or Care Suite:**

- (a) Oceania will control and bear the cost of the sale and marketing of the Villa or Care Suite following the termination of the Occupation Right Agreement.
- (b) Oceania will initiate an appropriate sales and marketing program to resell the Villa or Care Suite and will comply with the requirements of the Code of Practice in selling and marketing the Villa or Care Suite.

- (c) The Resident is entitled to introduce a new resident at any time but Oceania is not obliged to accept any prospective resident who does not meet the normal entry criteria for the Village, or whose offer to buy does not meet market value or conditions.
- (d) If there is a delay in the sale of the Villa or Care Suite the Resident has the following rights:
  - (i) If a new Occupation Right Agreement has not been entered into within three months of the date of termination of the Occupation Right Agreement, Oceania must report in writing to the Resident and then provide monthly reports until a new Occupation Right Agreement is entered into.
  - (ii) If a new Occupation Right Agreement has not been entered into within six months of the date of termination of the Occupation Right Agreement, Oceania must obtain, at its expense, a written valuation of the Villa or Care Suite by an independent registered valuer experienced in valuing retirement villages. If the Resident does not agree with the valuation, the Resident may obtain a second valuation, at its cost, which must also be provided by an independent valuer. Oceania must market the Villa or Care Suite at the price established by the valuation, unless the Resident has obtained a second valuation, in which case Oceania must give consideration to the second valuation in determining a suitable price.
  - (iii) If a new Occupation Right Agreement has not been entered into within nine months of the date of termination of the Occupation Right Agreement, the Resident may give a dispute notice in accordance with the Code of Practice.

**2.7 Circumstances in which the Resident is entitled to a refund of the Occupation Licence Payment:**

- (a) If the Resident is occupying a Villa and the Occupation Right Agreement is cancelled by the Resident in accordance with clause 7.3 of the Occupation Right Agreement, then Oceania will refund the Occupation Licence Payment (subject to the deductions set out in clause 7.3 of the Occupation Right Agreement) within 30 days of receipt of the written notice provided by the Resident.
- (b) If the Occupation Right Agreement is terminated because the Villa or Care Suite is damaged and the insurance monies received by Oceania are not adequate to meet the costs of repair or if Oceania, after consultation with the Resident forms the reasonable opinion that such repair is impracticable or the consent of any necessary authority to such repair is refused, then Oceania must refund the Occupation Licence Payment to the Resident.

Any monies outstanding at the date of termination (including but not limited to Weekly Village Fees or Daily Care Fees) or monies owing to OCCL in respect of care services provided to the Resident by OCCL will be deducted from the refund, but Oceania may not deduct the Deferred Management Fee or the Net Management Fee.

The refund will be paid within 10 working days of Oceania's or the Statutory Supervisor's receipt of the insurance moneys (provided Oceania's insurance claim has not been disallowed either partly or wholly because of any act or omission of the Resident or his or her nominee). For the avoidance of doubt, Oceania will pay to the Resident all such money owing to the Resident even if Oceania does not receive payment in full under the insurance policy for the Village property.

**2.8 Refund to be paid to the Resident following termination of the Occupation Right Agreement:**

- (a) Following termination of the Occupation Right Agreement, Oceania will pay the Resident (or the Resident's estate) a refund of the Occupation Licence Payment less:
- (i) The Deferred Management Fee payable under clause 7.5 or the Net Management Fee payable under clause 8.7 (as the case may be);
  - (ii) Any other monies whether outstanding Weekly Village Fees, Service Charges, Daily Care Fees or otherwise owing to Oceania under the Occupation Right Agreement or to OCCL in respect of care services provided to the Resident by OCCL; and
  - (iii) Any costs required to repair damage caused by the Resident or the Resident's guests,
- (together, the "Net Refundable Amount").
- (b) If the Occupation Right Agreement is terminated by Oceania on the grounds set out in clause 7.1 of the Occupation Right Agreement, then the Net Refundable Amount will be paid to the Resident within 5 working days after the date on which termination takes effect.
- (c) If the Occupation Right Agreement is terminated by the Resident giving notice or upon the Resident's death, then the Net Refundable Amount will be paid to the Resident (or to the Resident's estate, as the case may be) on settlement or no later than 5 working days after the date that Oceania settles the payment under a licence of the Villa or the Care Suite to a new Resident.
- (d) If the Resident has died Oceania will only pay the Net Refundable Amount to the executors or the administrators of the Resident once proof of Grant of Probate of the last will of the deceased Resident or Letters of Administration of his/her estate have been provided to Oceania.

2.9 **Interest Payment:** Oceania will pay the Resident interest (less Resident Withholding Tax) on the Net Refundable Amount if Oceania has not paid the Net Refundable Amount to the Resident on the date that is six months after the termination date of the Occupation Right Agreement. The interest will be calculated at the rate equal to the average of the 30-day term deposit rates of the four major banks and will accrue until the date that Oceania pays the Net Refundable Amount to the Resident. Oceania will not be required to pay such interest if the Resident moves from a Villa to a Care Suite, if the Resident has not provided proof of grant of Probate of the last will of the deceased Resident if this is required or if Oceania is ready, willing and able to pay the Net Refundable Amount to the Resident but is not able to do so for reasons outside Oceania's control.

### 3. MANAGEMENT ARRANGEMENTS FOR THE RETIREMENT VILLAGE

- 3.1 **Manager of the Village:** Oceania has engaged OCCL as manager of the Village. OCCL is part of Oceania Healthcare. Oceania and OCCL are related companies as all of the shares in each company are ultimately owned by Oceania Healthcare Limited. The management team of Oceania Healthcare have been operating retirement villages and aged care facilities around New Zealand for over 10 years. OCCL employs staff to administer the day to day affairs of the Village, to arrange the provision of services and to carry out all of the required repairs and maintenance work to the building and grounds within the Village.
- 3.2 **Key management personnel and staff of OCCL:** OCCL has employed a Business and Care Manager to manage the Village. The Village is staffed 24 hours per day, seven days per week. The Business and Care Manager will generally be at the Village between the hours of 9am and 5pm, Monday to Friday (excluding public holidays and annual leave periods), and can be contacted at other times for emergencies.

- 3.3 **Legal Relationship between Oceania and OCCL:** Oceania and OCCL have entered into a Management Agreement whereby OCCL provides the necessary support services for Residents of the Villas and Care Suites and to carry out the day to day management of the Village. The Management Agreement will continue in full force until terminated by mutual agreement between Oceania and OCCL. OCCL does not receive any payment from Oceania for the provision of the services under the Management Agreement, but Oceania pays OCCL for any Service Charges pursuant to clause 7.4(d) of this Disclosure Statement.
- 3.4 **Committee of Residents:** There is currently no committee of Residents of the Village.

#### 4. STATUTORY SUPERVISOR

- 4.1 **Statutory Supervisor:** Under the Retirement Villages Act 2003, the operator of a Village must appoint a statutory supervisor for the retirement village (unless the Registrar of Retirement Villages exempts the operator from the requirement). The core duties of a statutory supervisor are to:
- (a) provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the retirement village; and
  - (b) monitor the financial position of the retirement village; and
  - (c) report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and
  - (d) perform any other duties that are imposed by the Retirement Villages Act 2003 or any other Act, any regulations made under the Retirement Villages Act 2003, and any documents of appointment.
- 4.2 **Appointment of a Statutory Supervisor:** A statutory supervisor has been appointed for the Village. No exemption exists from the statutory requirements to appoint a statutory supervisor.

## **STATE OF VILLAGE, SERVICES, CHARGES AND ACCOUNTS**

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### **5. STATE OF VILLAGE**

#### **5.1 State of completion of the Village: As at the date of this Disclosure Statement:**

- (a) the Village comprises 35 Villas and 20 Care Suites;
- (b) construction of 14 Care Suites is underway and these are expected to be completed by May 2022. An additional four Care Suites will be constructed as Stage Two of the development;
- (c) there is no other land available at the Village for future development.

#### **5.2 Construction, condition and state of maintenance of the Village and its facilities:**

- (a) 29 Villas were completed in 2000. These are constructed using concrete floor with timber framed fibre cement panels, oamaru stone wall cladding and timber framed coloursteel longrun roofing.
- (b) The six newest Villas that were completed in 2020 are constructed of timber framing with brick veneer and timber weatherboard, pressed metal tile roofing and aluminium joinery.
- (c) The building in which the Care Suites are located was constructed in 1995 and is constructed using concrete floor with timber framed fibre cement panels, oamaru stone wall cladding and timber framed coloursteel longrun roofing.
- (d) There is continuous onsite maintenance of all Villas and Care Suites.
- (e) The driveways, paths, roads, grounds, lighting, heating and facilities are continuously maintained.

#### **5.3 Number of Villas and Care Suites in the Village: Please refer to Schedule 3 for details relating to the number of Villas and Care Suites available in the Village.**

#### **5.4 Occupation of Villas and Care Suites in the Village: Please refer to Schedule 3 for details relating to the number of Villas and Care Suites in the Village that are occupied and unoccupied at the date of issue of this Disclosure Statement.**

#### **5.5 Time taken to dispose of Villas and Care Suites: Please refer to Schedule 3 for details relating to the actual and average time taken to dispose of Villas and Care Suites that were occupied prior to their disposal.**

### **6. SERVICES AND FACILITIES**

#### **6.1 Services:**

<b>Service</b>	<b>Available</b>	<b>Nature, extent and frequency</b>
Gardening	Yes	Oceania will undertake planting and maintenance of gardens in common areas throughout the year. For Residents who occupy a Villa, the cost of this is included in the Weekly Village Fee. For Residents who occupy a Care Suite, the cost of this is included in the Daily Care Fee.

<b>Service</b>	<b>Available</b>	<b>Nature, extent and frequency</b>
Lawn mowing	Yes	Oceania will mow all lawns and edges in the common areas (as required). For Residents who occupy a Villa, the cost of this is included in the Weekly Village Fee. For Residents who occupy a Care Suite, the cost of this is included in the Daily Care Fee.
Repairs and Maintenance	Yes	For Residents who occupy a Villa, Oceania will carry out all necessary repairs and maintenance to the Village community facilities, unit exteriors and plant and equipment as required. The cost of this is included in the Weekly Village Fee. For Residents who occupy a Care Suite, Oceania will carry out all necessary repairs and maintenance to the Village community facilities, the exterior of buildings, plant and equipment, and the interior of the Care Suite. The cost of this is included in the Daily Care Fee.
Nursing and Medical Services	Yes	For Residents who occupy a Villa, there are staff on-call 24 hours per day for emergencies. The cost of this is included in the Weekly Village Fee, but specific medical requests will be user pays. For Residents who occupy a Care Suite, there are registered nurses and Health Care Assistants available 24 hours per day and medical services are provided in accordance with the provisions of the ARRC Contract. The cost of this is included in the Daily Care Fee.
Provision of Meals	Yes	For Residents who occupy a Villa, casual meals (not including dinner) are available, and Residents may have meals in their Villa. These meals are on a user pays basis. For Residents who occupy a Care Suite, breakfast, lunch, dinner, morning tea and afternoon tea are provided. The cost of this is included in the Daily Care Fee.
Shops and other services for provision of goods	No	
Laundry	Yes	For Residents who occupy a Care Suite, a laundry service for all linen will be provided (and the cost of this will be included in the Daily Care Fee). A laundry service is also available for personal items (and the cost of this will be included in the Daily Care Fee). No laundry services are available for Residents who occupy a Villa.
Hairdressing and other personal care services	Yes	There is a hair salon on site. Residents may make an appointment with the hairdresser, and Residents will pay on a user pays basis.
Transport Services	Yes	Private van transport is available for scheduled group outings (as arranged by Oceania). Some transport services are included in the Weekly Village Fee (for Residents who occupy a Villa) or the Daily Care Fee (for Residents who occupy a Care Suite). Other transport services are on a user pays basis.

<b>Service</b>	<b>Available</b>	<b>Nature, extent and frequency</b>
Recreation and Entertainment Services	Yes	Oceania arranges recreational events from time to time. Some activities are included in the Weekly Village Fee (for Residents who occupy a Villa) or the Daily Care Fee (for Residents who occupy a Care Suite). Other recreational events are on a user pays basis.
Security Services	Yes	There is an emergency call system in all Villas, external lighting in the common areas, and security cameras around the Village. The cost of this will be included in the Weekly Village Fee (for Residents who occupy a Villa) or the Daily Care Fee (for Residents who occupy a Care Suite).

## 6.2 Facilities:

<b>Facility</b>	<b>Available</b>	<b>Limits/Restrictions on Availability</b>	<b>Basis for Charging</b>
Dining Facilities	Yes	For Care Suite Residents only	For Residents who occupy a Care Suite, the dining facilities are included in the Daily Care Fee.
Communal Lounge	Yes	No limits	For Residents who occupy a Villa, this cost is included in the Weekly Village Fee. For Residents who occupy a Care Suite, this cost is included in the Daily Care Fee.
Laundry	Yes	For Care Suite Residents only	For Residents who occupy a Care Suite, a laundry service for all linen is provided (and the cost of this is included in the Daily Care Fee). A laundry service is also available for personal items (and the cost of this is included in the Daily Care Fee).
Gym	Yes	No limits	For Residents who occupy a Villa, this cost is included in the Weekly Village Fee. For Residents who occupy a Care Suite, this cost is included in the Daily Care Fee.
Spa Pool	No		
Swimming Pool	No		
Health Clinic	No		
Tennis Court	No		
Petanque Court	No		
Bowling Green	No		

Facility	Available	Limits/Restrictions on Availability	Basis for Charging
Library	Yes	No limits	For Residents who occupy a Villa, this cost is included in the Weekly Village Fee. For Residents who occupy a Care Suite, this cost is included in the Daily Care Fee.

6.3 **Services and Facilities to be provided:** No changes to the services or facilities are planned.

## 7. CHARGES FOR RESIDENTS OCCUPYING A VILLA

### Charges payable prior to occupation of the Villa

#### 7.1 Deposit and Occupation Licence Payment:

- (a) If the Resident is occupying a Villa, the Resident will pay a deposit in part payment of the Occupation Licence Payment to the Statutory Supervisor.
- (b) The Resident must pay an Occupation Licence Payment to Oceania for the right to occupy the Villa. The amount payable is determined by Oceania as an appropriate charge for the right to secure an interest in the Villa. The payment required for the Villa that the Resident is considering securing an interest in is set out in Schedule 3.
- (c) The balance of the Occupation Licence Payment must be paid to the Statutory Supervisor prior to occupation of the Villa.

### Charges payable during the term of the Occupation Right Agreement

#### 7.2 Weekly Village Fee:

- (a) If the Resident is occupying a Villa, the Resident will pay the "Weekly Village Fee" to Oceania as a contribution towards certain basic costs of operating the Village as set out in Schedule 1. The Weekly Village Fee is fixed at the rate which applies to the Villa as at the date that the Resident signs the Application for an Occupation Right Agreement. Oceania will not vary the Weekly Village Fee during the term of the Occupation Right Agreement regardless of any changes to the costs of operating the Village.
- (b) Oceania may charge different levels of Weekly Village Fee to Residents.
- (c) The Resident will pay the Weekly Village Fee to Oceania by direct debit monthly in arrears on the twentieth day of each month. The first month's payment, plus an additional amount for any period of occupancy of less than a month, will be payable on the twentieth day of the month following commencement of occupation.
- (d) The Resident must pay the Weekly Village Fee from the Commencement Date until the date on which the Resident has vacated the Villa and removed all the Resident's possessions from the Villa and returned the keys to Oceania, unless the Villa has been damaged or destroyed through no fault of the Resident and is uninhabitable, in which case Oceania will stop charging the Weekly Village Fee from the date of the damage or destruction.

7.3 **Additional Charges and Expenses:** If the Resident is occupying a Villa, the Resident is

required to pay for the following additional charges or expenses under the Occupation Right Agreement during the time the Resident remains in the Villa:

- (a) **Utility charges:** The Resident shall pay the cost of supply of electricity, telephone connection, telephone rental and tolls, internet connection and fees, television licence subscription and connection fees and any other utility charges in respect of the Villa.

As the Villas at the Village each have individual electricity meters, the Resident will pay for electricity as per the meter. As the Villas at the Village do not have separate water meters, Oceania will include a proportional allowance as a contribution to water rates under the Weekly Village Fee.

- (b) **Health service charges:** The Resident will pay for the provision of medical services and supplies while the Resident continues to reside in the Villa.
- (c) **Consultants:** If the Resident uses the services of any consultant (for example, hairdressers) then the Resident will pay a separate charge as levied by the provider of that service.
- (d) **Chattels insurance:** The Resident is responsible for insuring any personal chattels and belongings in the Villa, at the Resident's cost. The Resident may choose to take out a contents insurance policy with an insurer, but is not required to do so. If the Resident chooses not to take out a contents insurance policy, the Resident acknowledges that Oceania will have no liability for any loss or damage arising to any of the Resident's personal chattels or belongings.
- (e) **Damage beyond fair wear and tear:** The Resident will pay for the costs incurred by Oceania in carrying out repairs and maintenance to the interior of the Villa (including any damage to the plumbing and electrical fixtures and fittings and all appliances) and Oceania's chattels in the Villa where the damage is not attributable to fair wear and tear. Damage caused by smoking, pets, incontinence or the use of mobility aids is considered to be outside the definition of fair wear and tear. Oceania is responsible for other costs of repairing and maintaining the Villa.
- (f) **Insurance excess:** If the buildings and/or Oceania's chattels in the Village, or any part of them, are damaged or destroyed as a result of the careless, negligent or wilful act of the Resident and Oceania's insurance policy covers such damage, then Oceania will be entitled by notice in writing to require the Resident to pay the amount of any insurance excess charge. The current excess for each claim is \$500.

#### 7.4 **Service Charge for any optional additional services received:**

- (a) If the Resident is occupying a Villa, the Resident will pay a charge for the supply of optional services as may be available and appropriate ("**Service Charge**"). Optional services may include:
- (i) Home cleaning;
  - (ii) Household laundry; and
  - (iii) Meal plans and casual meals.
- (b) The cost of the services provided to the Resident will be advised on request and will be priced according to the frequency and service levels required.
- (c) Oceania may review the amount of the cost for services provided to the Resident from time to time, based on increases in the cost of providing the services. Oceania will

consult with the Resident regarding any increases four weeks prior to any proposed increase to provide the Resident with time to consider his/her service level requirements.

- (d) The Resident will pay the Service Charge to Oceania by direct debit monthly in arrears on the twentieth day of each month. The first month's payment, plus an additional amount for any period of occupancy of less than a month, will be payable on the twentieth day of the month following commencement of occupation. If the services provided to the Resident are supplied by OCCL, Oceania shall pay the Service Charge to OCCL.
- (e) The Resident will pay the Service Charge until the earlier of:
  - (i) the date that the Resident leaves the Villa; or
  - (ii) the date that the Resident stops receiving the relevant services.

### **Charges payable on termination of the Occupation Right Agreement**

#### **7.5 Deferred Management Fee:**

- (a) If the Resident is occupying a Villa, the Deferred Management Fee is an amount payable by the Resident to Oceania in consideration for Oceania providing the Villa to the Resident for their life (or otherwise in accordance with the Occupation Right Agreement) and for the use of the common areas. The Resident must pay the Deferred Management Fee to Oceania by way of deduction by Oceania from the amount refundable to the Resident. There is no liability for the Deferred Management Fee until the Occupation Right Agreement ends (ie Oceania has completed the provision of services to the Resident).
- (b) The Deferred Management Fee is an amount equal to 30% of the Occupation Licence Payment but it may be reduced if the DMF End Date is less than three years after the Commencement Date.
- (c) The "DMF End Date" means the earlier of:
  - (i) the date on which the Resident has vacated the Villa and removed all the Resident's possessions from the Villa and returned the keys to Oceania; or
  - (ii) following the death of the Resident, the date on which all of the deceased Resident's possessions are removed from the Villa and the keys are returned to Oceania.
- (d) Where the DMF End Date is less than three years after the Commencement Date, the Deferred Management Fee will be reduced from 30% of the Occupation Licence Payment by the percentage calculated as follows:

$$\text{Reduction} = 30\% \times \frac{A}{36}$$

where A is the number of whole calendar months between the calendar month in which the DMF End Date occurs and the calendar month in which the date that is three years after the Commencement Date occurs.

For example, if the DMF End Date is 30 calendar months after the Commencement Date (being six calendar months before the date that is three years after the Commencement Date), the Deferred Management Fee will be reduced by 5%, and the Resident will be required to pay a Deferred Management Fee of 25% of the Occupation Licence Payment.

- (e) The Resident will not be required to pay the Deferred Management Fee if:

- (i) The Villa and/or the Village is damaged or destroyed through no fault of the Resident and the Occupation Right Agreement is terminated; or
- (ii) The Resident cancels the Occupation Right Agreement during the cooling off period or under the right place guarantee in accordance with clause 7.2 or 7.3 of the Occupation Right Agreement,

because Oceania has not provided the Villa to the Resident for life (or such earlier time as determined by the Resident or Oceania). The Deferred Management Fee is payable in all other cases.

- 7.6 Outstanding Weekly Village Fees:** On termination of the Occupation Right Agreement, the Resident must pay any outstanding Weekly Village Fees to Oceania. Such amount will be deducted from the amount refundable to the Resident on termination of the Occupation Right Agreement.
- 7.7 Damage Beyond Fair Wear and Tear:** On termination of the Occupation Right Agreement, the Resident must pay to Oceania any costs incurred by Oceania in repairing any damage to the Villa which is not attributable to fair wear and tear. Damage caused by smoking, pets, incontinence or the use of mobility aids is considered to be outside the definition of fair wear and tear. Any such amount will be deducted from the amount refundable to the Resident on termination of the Occupation Right Agreement.
- 7.8 Removal costs:** If the Resident does not remove from the Villa all of the Resident's possessions on termination, then Oceania may remove the possessions and place them into storage. The cost of this removal and storage will be charged to the Resident and deducted from the amount refundable to the Resident on termination of the Occupation Right Agreement.
- 7.9 Costs and unpaid moneys:** Oceania will be entitled to set-off or deduct from moneys due to the Resident any moneys falling due during the term of the Occupation Right Agreement and which are owed by the Resident to either Oceania or OCCL (regardless of whether such debts arise under the Occupation Right Agreement or not) and which remain unpaid at the date of termination of the Occupation Right Agreement, including any costs or charges payable by the Resident in terms of the Occupation Right Agreement, the provision of care services to the Resident by OCCL or otherwise.

#### **Other provisions relating to payment**

- 7.10 Maintenance, rates and insurance payments:** The Resident is not required to make payments for maintenance, rates and insurance in respect of the land and the exterior of the buildings comprising the Village, as these costs are paid by Oceania as part of the Weekly Village Fee.
- 7.11 Variation of Charges:** The charges specified in this section 7 may be reviewed by Oceania from time to time, except for the Weekly Village Fee and the Deferred Management Fee which will not be varied during the term of a Resident's Occupation Right Agreement.
- 7.12 Maintenance or sinking fund:** There is no maintenance or sinking fund for repairs, maintenance, refurbishment, and capital replacement works associated with the Village to which the Resident is required to contribute payments, other than in respect of the Weekly Village Fee, for which a portion of that charge is attributable to maintenance.

### **8. CHARGES FOR RESIDENTS OCCUPYING A CARE SUITE**

#### **Charges payable prior to occupation of the Care Suite**

**8.1 Occupation Licence Payment:**

- (a) The Resident must pay an Occupation Licence Payment to Oceania for the right to occupy the Care Suite. The amount payable is determined by Oceania as an appropriate charge for the right to secure an interest in the Care Suite. The payment required for the Care Suite that the Resident is considering securing an interest in is set out in Schedule 3.
- (b) The Occupation Licence Payment must be paid to the Statutory Supervisor prior to occupation of the Care Suite.

**Charges payable during the term of the Occupation Right Agreement for Residents occupying a Care Suite**

**8.2 No Weekly Village Fee:** If the Resident is occupying a Care Suite, the Resident is not required to pay the Weekly Village Fee.

**8.3 Daily Care Fee:** If the Resident is occupying a Care Suite, the Resident will pay, by direct debit monthly in arrears, a fee for the daily care of the Resident ("Daily Care Fee"). The total fees payable by a Resident will vary depending on each Resident's needs and the level and nature of services provided to that Resident. OCCL may charge different levels of Daily Care Fees to Residents.

- (a) The services covered by the Daily Care Fee include all meals, laundry, the use of common areas and grounds, visits from the Village's GP or nurse practitioner, some Pharmac-funded prescribed medications, wound care, most continence products and transport (with assistance if necessary) to some health service appointments.
- (b) The relevant District Health Board may pay a portion of the Daily Care Fee on behalf of the Resident if the Resident meets the criteria set by the Ministry of Social Development from time to time.
- (c) The Resident will pay the Daily Care Fee to OCCL by direct debit monthly in arrears on the twentieth day of each month. The first month's payment, plus an additional amount for any period of occupancy of less than a month, will be payable on the twentieth day of the month following commencement of occupation.
- (d) If a Resident is hospitalised, the Resident will be required to pay the Daily Care Fee while the Care Suite remains unoccupied in accordance with the provisions of the Admission Agreement.
- (e) The Resident will pay the Daily Care Fee from the date of occupation of the Care Suite until:
  - (i) If the Resident terminates the Occupation Right Agreement under clause 7.4 of the Occupation Right Agreement, on the day after the death of the Resident (in accordance with the Admission Agreement); or
  - (ii) If the Occupation Right Agreement is terminated for any other reason, on the date of termination of the Occupation Right Agreement, unless the Care Suite has been damaged or destroyed through no fault of the Resident and is uninhabitable, in which case OCCL will stop charging the Daily Care Fee from the date of the damage or destruction.

**8.4 Additional Charges and Expenses:** If the Resident is occupying a Care Suite, the Resident is required to pay for additional charges and expenses for services outside the scope of the Admission Agreement, including any charges for the supply of telephone, tolls and TV

(together with any related subscription and connection fees), and for any internet connection in the Care Suite. These charges only relate to the time the Resident remains in the Village, are payable to OCCL and are billed monthly. OCCL may change the amount of such additional charges from time to time by written notice to the Resident.

- 8.5 Chattels insurance:** The Resident is responsible for insuring any personal chattels and belongings in the Care Suite, at the Resident's cost. The Resident may choose to take out a contents insurance policy with an insurer, but is not required to do so. If the Resident chooses not to take out a contents insurance policy, the Resident acknowledges that Oceania will have no liability for any loss or damage arising to any of the Resident's personal chattels or belongings.
- 8.6 Insurance excess:** If the buildings and/or Oceania's chattels in the Village, or any part of them, are damaged or destroyed as a result of the careless, negligent or wilful act of the Resident and Oceania's insurance policy covers such damage, then Oceania will be entitled by notice in writing to require the Resident to pay the amount of any insurance excess charge. The current excess for each claim is \$500.

#### **Charges payable on termination of the Occupation Right Agreement**

**8.7 Net Management Fee:**

- (a) If the Resident is occupying a Care Suite, the Net Management Fee is an amount payable by the Resident to Oceania in consideration for Oceania providing the Care Suite to the Resident for their life (or otherwise in accordance with the Occupation Right Agreement) and for the use of the common areas. The Resident must pay the Net Management Fee to Oceania by way of deduction by Oceania from the amount refundable to the Resident. There is no liability for the Net Management Fee until the Occupation Right Agreement ends (ie Oceania has completed the provision of services to the Resident).
- (b) The Net Management Fee is an amount equal to 30% of the Occupation Licence Payment but it may be reduced if the NMF End Date is less than three years after the Commencement Date.
- (c) The "NMF End Date" means the earlier of:
- (i) the date on which the Resident has vacated the Care Suite and removed all the Resident's possessions from the Care Suite and returned the keys to Oceania; or
  - (ii) following the death of the Resident, the date on which all of the deceased Resident's possessions are removed from the Care Suite and the keys are returned to Oceania.
- (d) Where the NMF End Date is less than 12 months after the Commencement Date, the Net Management Fee will be reduced from 30% of the Occupation Licence Payment by the percentage calculated as follows:

$$\text{Reduction} = 15\% + \left(15\% \times \frac{A}{12}\right)$$

where A is the number of whole calendar months between the calendar month in which the NMF End Date occurs and the calendar month in which the date that is one year after the Commencement Date occurs.

For example, if the NMF End Date is five calendar months after the Commencement Date (being seven calendar months before the date that is one year after the Commencement Date), the Net Management Fee will be reduced by 23.75% and the

Resident will be required to pay a Net Management Fee of 6.25% of the Occupation Licence Payment.

- (e) Where the NMF End Date is less than 24 months but more than 12 months after the Commencement Date, the Net Management Fee will be reduced from 30% of the Occupation Licence Payment by the percentage calculated as follows:

$$\text{Reduction} = 5\% + \left(10\% \times \frac{A}{12}\right)$$

where A is the number of whole calendar months between the calendar month in which the NMF End Date occurs and the calendar month in which the date that is two years after the Commencement Date occurs.

For example, if the NMF End Date is 20 calendar months after the Commencement Date (being four calendar months before the date that is two years after the Commencement Date), the Net Management Fee will be reduced by 8.33%, and the Resident will be required to pay a Net Management Fee of 21.67% of the Occupation Licence Payment.

- (f) Where the NMF End Date is less than 36 months but more than 24 months after the Commencement Date, the Net Management Fee will be reduced from 30% of the Occupation Licence Payment by the percentage calculated as follows:

$$\text{Reduction} = 5\% \times \frac{A}{12}$$

where A is the number of whole calendar months between the calendar month in which the NMF End Date occurs and the calendar month in which the date that is three years after the Commencement Date occurs.

For example, if the NMF End Date is 30 calendar months after the Commencement Date (being six calendar months before the date that is three years after the Commencement Date), the Net Management Fee will be reduced by 2.5%, and the Resident will be required to pay a Net Management Fee of 27.5% of the Occupation Licence Payment.

- (g) The Resident will not be required to pay the Net Management Fee if:
- (i) The Care Suite and/or Village is damaged or destroyed through no fault of the Resident and the Occupation Right Agreement is terminated; or
  - (ii) The Resident cancels the Occupation Right Agreement during the cooling off period in accordance with clause 7.2 of the Occupation Right Agreement,
- because Oceania has not provided the Care Suite to the Resident for life (or such earlier time as determined by the Resident or Oceania). The Net Management Fee is payable in all other cases.
- (h) For the avoidance of doubt, Oceania will not be required to pay any other amount to the Resident on termination of the Occupation Right Agreement including, without limitation, any rebate or accommodation credit for the accommodation portion of the Daily Care Fee as this has already been included in the determination of the Net Management Fee.

**8.8 Outstanding charges:** The Resident will pay any other amount owing in terms of the Occupation Right Agreement (including any Daily Care Fees that remain outstanding) on termination of the Occupation Right Agreement. Such amount will be deducted from the amount refundable to the Resident on termination of the Occupation Right Agreement.

- 8.9 **Removal costs:** If the Resident does not remove from the Care Suite all of the Resident's possessions on termination, then Oceania may remove the possessions and place them into storage. The cost of this removal and storage will be charged to the Resident and deducted from the amount refundable to the Resident on termination of the Occupation Right Agreement.
- 8.10 **Costs and unpaid moneys:** Oceania will be entitled to set-off or deduct from moneys due to the Resident any moneys falling due during the term of the Occupation Right Agreement and which are owed by the Resident to either Oceania or OCCL (regardless of whether such debts arise under the Occupation Right Agreement or not) and which remain unpaid at the date of termination of the Occupation Right Agreement, including any costs or charges payable by the Resident in terms of the Occupation Right Agreement, the provision of care services to the Resident by OCCL or otherwise.

**Other provisions relating to payment**

- 8.11 **Maintenance, rates and insurance payments:** The Resident is not required to make payments for maintenance, rates and insurance in respect of the land and the exterior of the buildings comprising the Village, as these costs are paid by Oceania as part of the Daily Care Fee.
- 8.12 **Variation of Charges:** The charges specified in this section 8 may be reviewed by Oceania from time to time, except for the Net Management Fee which will not be varied during the term of a Resident's Occupation Right Agreement.
- 8.13 **Maintenance or sinking fund:** There is no maintenance or sinking fund for repairs, maintenance, refurbishment, and capital replacement works associated with the Village to which the Resident is required to contribute payments, other than in respect of the Daily Care Fee, for which a portion of that charge is attributable to maintenance.

**9. MAINTENANCE AND REFURBISHMENT**

**9.1 Oceania's responsibilities:**

- (a) Oceania is responsible for maintaining and keeping in good, respectable and tidy operational order and condition, the communal facilities, pathways and grounds surrounding the buildings including the gardens, trees and shrubs.
- (b) Oceania is responsible for maintaining and keeping maintained in good, clean, tidy and safe, repair, order and condition all buildings, plant and equipment in the Village and to arrange for the exterior windows to be regularly cleaned.
- (c) If the Resident is occupying a Care Suite, Oceania is responsible for keeping the interior of the Care Suite and the fixtures, fittings and Oceania's chattels contained in the Care Suite in the same good, clean and tidy condition as at the commencement of occupation of the Care Suite. Oceania will be responsible for arranging all maintenance and repair work to the Care Suite and the fixtures, fittings and chattels in the Care Suite, and for the cost of all such maintenance and repair work.
- (d) On being advised of any defect or want of repair to the Village, the Villa, Oceania's chattels in the Villa, the Care Suite or Oceania's chattels in the Care Suite, Oceania must take appropriate steps to repair the defect or want of repair so that the Villa, the Care Suite and Oceania's chattels within the Villa or Care Suite are in good operational order and condition, within a reasonable time.
- (e) Oceania is responsible for making and adhering to a long-term plan for maintaining and refurbishing the Village and its facilities so that the Village and facilities are in good

operational order and condition.

**9.2 Resident's responsibilities:**

- (a) If the Resident is occupying a Villa, the Resident is responsible for keeping the interior of the Villa and the fixtures, fittings, and Oceania's chattels contained therein in the same good, clean and tidy condition as at commencement of occupation, less fair wear and tear.
- (b) If the Resident is occupying a Villa, the Resident is not responsible for arranging the maintenance or repair work to the Villa or the fixtures, fittings and chattels therein but shall be liable to pay for costs of replacement light bulbs and repair and maintenance in excess of fair wear and tear.
- (c) If the Resident is occupying a Villa and the Resident wishes to replace items in the Villa which remain in good operational order and condition (such as carpets or curtains), then such replacement will be at the Resident's cost and will be subject to Oceania's prior written consent which can be withheld at Oceania's absolute discretion, or granted on such terms as are required by Oceania.

**10. FINANCIAL STATEMENTS**

- 10.1 **Financial Statements:** The Retirement Villages Act 2003 requires Oceania to prepare audited financial statements relating to Oceania.
- 10.2 **Process for Preparing Financial Statements:** Oceania commences the preparation of financial statements to comply with the requirements of the Retirement Villages Act 2003 following the end of each financial year on 31 March and has these accounts audited by independent qualified auditors. The audited accounts must be prepared within five months of the end of the financial year and filed with the Registrar of Retirement Villages. Oceania will give the Statutory Supervisor a copy of such audited financial statements as soon as they are available and, in any event, within five months of the end of the financial year.
- 10.3 **Financial Statements Available to Residents:** Oceania will make available to any Resident, free of charge and on request, a copy of its most recent audited financial statements.
- 10.4 **Financial Statements for OCCL:** Financial statements are prepared for OCCL separately from those the Retirement Villages Act 2003 requires Oceania to prepare. These are not available to Residents as they cover a large number of facilities, not just this Village, and predominantly relate to the operation of care by OCCL.
- 10.5 **Forecast Statement:** At the commencement of each financial year, Oceania prepares a forecast statement of all income and expenditure relating to the Village and gives the Statutory Supervisor and Residents a copy of such forecast statement within three months of the commencement of the financial year.
- 10.6 **No Other Accounts:** No accounts are prepared for Oceania separately from those required by the Retirement Villages Act 2003.

## **OCCUPATION RIGHT AGREEMENTS, TERMINATIONS, DEDUCTIONS, AND ESTIMATED FINANCIAL RETURNS**

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### **11. COOLING OFF PERIOD AND CANCELLATION OF OCCUPATION RIGHT AGREEMENT**

#### **11.1 Section 28:**

- (a) A Resident may cancel an Occupation Right Agreement within 15 working days of signing the Occupation Right Agreement in accordance with section 28 of the Retirement Villages Act 2003.
- (b) The full text of section 28 of the Retirement Villages Act 2003 is set out in Schedule 2.

**11.2 Additional cooling-off period:** In addition to the cooling-off period and cancellation provisions in section 28(1) of the Act, if the Resident is occupying a Villa, the Occupation Right Agreement also provides that the Resident may cancel the Occupation Right Agreement within 90 days of the Commencement Date as part of the "Right Place Guarantee" and Oceania will repay the Occupation Licence Payment to the Resident in full in such circumstances.

### **12. VARYING THE OCCUPATION RIGHT AGREEMENT**

**12.1 Variation of an Occupation Right Agreement:** Oceania may, from time to time, revise the form of the Occupation Right Agreement which is offered to Residents, but an agreement previously entered into with a Resident cannot be varied by Oceania or the Resident except by the mutual agreement between them.

### **13. TRANSFER TO ANOTHER VILLA OR MOVE TO A CARE SUITE**

**13.1 Charges for transferring from one Villa to another Villa in the Village:** Provided that Oceania (in its sole discretion) agrees, a Resident may transfer to another Villa in the Village ("**Replacement Villa**"). The Resident will be required to terminate their Occupation Right Agreement for the original Villa and will be required to enter into a new Occupation Right Agreement for the Replacement Villa. The following charges will apply:

- (a) The Resident must pay a contribution towards Oceania's legal costs in documenting the transaction. The amount of these costs will be \$1,000;
- (b) The Resident must pay an amount equal to 2.5% of the Occupation Licence Payment for the original Villa ("**Transfer Fee**") as an administration charge for the transfer by the Resident from the original (vacated) Villa and the Transfer Fee will be deducted by Oceania from the Net Refundable Amount payable to the Resident in respect of the original Villa;
- (c) The Resident is required to pay an additional sum as may be required to satisfy the Occupation Licence Payment for the Replacement Villa and other charges as determined by Oceania at the time of the transfer; and
- (d) If the Occupation Licence Payment for the Replacement Villa is less than the Net Refundable Amount payable in respect of the original Villa, the Resident may set off the amount of the Net Refundable Amount for the original Villa against the Occupation Licence Payment payable in respect of the Replacement Villa. In such case, the remainder of the Net Refundable Amount will be paid to the Resident upon a new Occupation Right Agreement being entered into in respect of the original Villa.

The Deferred Management Fee payable under the original Occupation Right Agreement and the Occupation Right Agreement in respect of the Replacement Villa will not exceed 30% of

the Occupation Licence Payment overall. This means that:

- (e) If the DMF End Date is more than three years after the Commencement Date, so the Deferred Management Fee for the original Villa is 30% of the Occupation Licence Payment (ie it is not reduced in accordance with the Occupation Right Agreement), the Resident will pay the Deferred Management Fee payable under the Occupation Right Agreement for the original Villa, but the Resident will not be required to pay a Deferred Management Fee for the Replacement Villa.
- (f) If the DMF End Date is less than three years after the Commencement Date, so the Deferred Management Fee for the original Villa is less than 30% of the Occupation Licence Payment (ie the Deferred Management Fee has been reduced in accordance with the Occupation Right Agreement), the Resident will:
  - (i) Pay the Deferred Management Fee for the original Villa in accordance with the Occupation Right Agreement for the original Villa; and
  - (ii) Pay a Deferred Management Fee for the Replacement Villa that is no more than 30% of the Occupation Licence Payment for the Replacement Villa minus the Deferred Management Fee percentage paid for the original Villa under the Occupation Right Agreement for the original Villa.

For example, if the Resident paid a Deferred Management Fee of 10% of the Occupation Licence Payment for the original Villa, the Resident will pay a Deferred Management Fee of no more than 20% of the Occupation Licence Payment for the Replacement Villa. The amount of the Occupation Licence Payment for the Replacement Villa is likely to differ from the Occupation Licence Payment for the original Villa.

**13.2 Charges for moving from a Villa to a Care Suite in the Village:** Provided that Oceania (in its sole discretion) agrees, a Resident may move from a Villa to a Care Suite in the Village.

- (a) If a Resident requires full time residential care, the Resident may apply to move from a Villa to a Care Suite at the Village subject to availability of Care Suites, Oceania's agreement to the move and to the terms and conditions as specified by Oceania. Oceania will take into consideration whether a suitable Care Suite is available and whether suitable care is available which meets the particular Resident's needs.
- (b) If a Resident moves from a Villa to a Care Suite, the percentage of the Deferred Management Fee paid by the Resident for the Villa may not be transferred to, and deducted from, the total percentage of the Net Management Fee payable for the Care Suite.

**The effect of this is that any resident moving from a villa within the Village, or from a villa or apartment at another Oceania Healthcare village to a Care Suite in the Village, will be required to enter into a new Occupation Right Agreement for the Care Suite and start a new Deferred Management Fee structure.**

***Where one Resident is occupying a Villa and the Resident moves into Care, the following provisions will apply:***

- (c) The Resident may leave the Villa by terminating the Occupation Right Agreement for the Villa in accordance with its terms.
- (d) If the Resident wishes to move to a Care Suite then this will be effected by way of termination of the Occupation Right Agreement for the Villa, in accordance with its terms, and the execution of a new Occupation Right Agreement for the Care Suite. No

additional capital contribution will be required for the Care Suite and the following will apply:

- (i) If the Occupation Licence Payment for the Care Suite ("**Care Suite OLP**") is less than the Net Refundable Amount payable in respect of the Villa ("**Villa Refund**"), the Resident may set off the amount of the Villa Refund against the Care Suite OLP. In such case, the remainder of the Villa Refund will be paid to the Resident upon a new Occupation Right Agreement being entered into in respect of the Villa.
- (ii) If the Care Suite OLP is greater than the Villa Refund, Oceania may agree to defer the payment of the shortfall between the Care Suite OLP and the Villa Refund (such amount being the "**Shortfall Amount**" for the purposes of this clause 13.2(d)). If Oceania agrees to defer the payment of the Shortfall Amount, Oceania will be entitled to deduct the Shortfall Amount from the Net Refundable Amount payable to the Resident following termination of the Occupation Right Agreement for the Care Suite.

***Where two Residents are occupying a Villa, but only one Resident moves into Care and the other Resident continues to live in the Villa, the following provisions will apply:***

- (e) The Resident who requires full time residential care may leave the Villa in order to receive that care and the other Resident may remain in the Villa. In this situation, the Occupation Right Agreement for the Villa will remain in full force and effect and the Resident who does not require full time residential care may remain in the Villa.
- (f) If the Resident who requires full time residential care wishes to move to a Care Suite, the Resident will be required to enter into a new Occupation Right Agreement for the Care Suite. No additional capital contribution will be required for the Care Suite and Oceania may agree to defer the payment of the Care Suite OLP until termination of this Agreement.

***Where two Residents are occupying a Villa and both Residents move into Care, the following provisions will apply:***

- (g) The Residents (or, where one Resident has already moved into Care in accordance with paragraph (e) above, the remaining Resident) may leave the Villa by terminating the Occupation Right Agreement for the Villa in accordance with its terms, in order to receive full time residential care.
- (h) If the Residents wish to move to one Care Suite and that Care Suite is suitable for both Residents, in Oceania's opinion, then the provisions of clause 13.2(d) will apply.
- (i) If the Residents wish to move to two Care Suites then this will be effected by way of termination of the Occupation Right Agreement for the Villa, in accordance with its terms, and the execution of a new Occupation Right Agreement for each Care Suite. No additional capital contribution will be required for the Care Suites and the following will apply:
  - (i) If the Occupation Licence Payments for the Care Suites is less than the Villa Refund, the Resident may set off the amount of the Villa Refund against the Occupation Licence Payments for the Care Suites. In such case, the remainder of the Villa Refund will be paid to the Resident upon a new Occupation Right Agreement being entered into in respect of the Villa.
  - (ii) If the Occupation Licence Payments for the Care Suites is, in aggregate, greater than the Villa Refund, Oceania may agree to defer the payment of the shortfall

between the Occupation Licence Payments for the Care Suites and the Villa Refund (such amount being the "**Shortfall Amount**" for the purposes of this clause 13.2(i)) until the date on which the first Occupation Right Agreement for either of the Care Suites terminates.

- (iii) If Oceania agrees to defer the payment of the Shortfall Amount, then Oceania will be entitled to deduct the amount of the Shortfall Amount from the Net Refundable Amount payable to the Resident following termination of the first Occupation Right Agreement for either of the Care Suites that terminates.
- (iv) If there still remains a shortfall then the payment of this amount may be deferred until termination of the second Occupation Right Agreement for the remaining Care Suite, in which case Oceania may deduct this amount from the Net Refundable Amount payable to the Resident following termination of the second Occupation Right Agreement for the remaining Care Suite.

**13.3 Charges for transferring from one Care Suite to another Care Suite in the Village:** Provided that Oceania (in its sole discretion) agrees, a Resident may transfer to another Care Suite in the Village ("**Replacement Care Suite**"). The Resident will be required to terminate their Occupation Right Agreement for the original Care Suite, and will be required to enter into a new Occupation Right Agreement for the Replacement Care Suite. The following charges will apply:

- (a) The Resident must pay a contribution towards Oceania's legal costs in documenting the transaction. The amount of these costs will be \$1,000;
- (b) The Resident must pay an amount equal to 2.5% of the Occupation Licence Payment for the original Care Suite ("**Transfer Fee**") as an administration charge for the transfer by the Resident from the original (vacated) Care Suite and the Transfer Fee will be deducted by Oceania from the Net Refundable Amount payable to the Resident in respect of the original Care Suite;
- (c) The Resident is required to pay an additional sum as may be required to satisfy the Occupation Licence Payment for the Replacement Care Suite and other charges as determined by Oceania at the time of the transfer; and
- (d) If the Occupation Licence Payment for the Replacement Care Suite is less than the Net Refundable Amount payable in respect of the original Care Suite, the Resident may set off the amount of the Net Refundable Amount for the original Care Suite against the Occupation Licence Payment payable in respect of the Replacement Care Suite. In such case, the remainder of the Net Refundable Amount will be paid to the Resident upon a new Occupation Right Agreement being entered into in respect of the original Care Suite.

The Net Management Fee payable under the original Occupation Right Agreement and the Occupation Right Agreement in respect of the Replacement Care Suite will not exceed 30% of the Occupation Licence Payment overall. This means that:

- (e) If the NMF End Date is more than three years after the Commencement Date, so the Net Management Fee for the original Care Suite is 30% of the Occupation Licence Payment (ie it is not reduced in accordance with the Occupation Right Agreement), the Resident will pay the Net Management Fee payable under the Occupation Right Agreement, but the Resident will not be required to pay a Net Management Fee for the Replacement Villa.
- (f) If the NMF End Date is less than three years after the Commencement Date, so the Net Management Fee for the original Care Suite is less than 30% of the Occupation Licence Payment (ie the Net Management Fee has been reduced in accordance with

the Occupation Right Agreement), the Resident will:

- (i) Pay the Net Management Fee for the original Care Suite in accordance with the Occupation Right Agreement for the original Care Suite; and
- (ii) Pay a Net Management Fee for the Replacement Care Suite that is no more than 30% of the Occupation Licence Payment for the Replacement Care Suite minus the Net Management Fee percentage paid for the original Care Suite under the Occupation Right Agreement for the original Care Suite.

For example, if the Resident paid a Net Management Fee of 25% of the Occupation Licence Payment for the original Care Suite, the Resident will pay a Net Management Fee of no more than 5% of the Occupation Licence Payment for the Replacement Care Suite. The amount of the Occupation Licence Payment for the Replacement Care Suite is likely to differ from the Occupation Licence Payment for the original Care Suite.

#### **14. TERMINATION OF OCCUPATION RIGHT AGREEMENT**

- 14.1 Grounds for Termination:** The Occupation Right Agreement may be terminated in the circumstances set out in clauses 5.4(a) and 7 of the Occupation Right Agreement.
- 14.2 Effect of termination on persons living with the Resident:** If the Resident is occupying a Villa, on termination of the Occupation Right Agreement, any person living in the Villa with the Resident will be required to vacate the Villa immediately.
- 14.3 Payment of Net Refundable Amount:** If the Occupation Right Agreement is terminated, Oceania will pay the Net Refundable Amount to the Resident in accordance with clause 2.8 of this Disclosure Statement.
- 14.4 Charges that are payable after termination:**
  - (a) If the Resident occupied a Villa, the Weekly Village Fee continues to be payable after termination of the Occupation Right Agreement on the same terms as prior to termination until the date on which the Resident has vacated the Villa and removed all the Resident's possessions from the Villa and returned the keys to Oceania.
  - (b) If the Resident occupied a Care Suite, no charges will be payable by the Resident after termination of the Occupation Right Agreement (unless the Occupation Right Agreement is terminated under clause 7.4 of the Occupation Right Agreement, in which case the Daily Care Fee is payable until the day after the Resident's death).
- 14.5 Capital Gain and Capital Loss:** The Resident is not entitled to any capital gain when a new resident enters into a new Occupation Right Agreement for the Villa or Care Suite. The Resident is not liable for any capital loss when a new resident enters into a new Occupation Right Agreement for the Villa or Care Suite.
- 14.6 Process for locating a new Resident:** The process to be followed by Oceania in finding a new Resident for the vacated Villa or Care Suite is set out in clause 2.6 of this Disclosure Statement.
- 14.7 The process for determining the price of a Villa or Care Suite:** Oceania will set the price that an incoming Resident pays for the Villa or Care Suite.

#### **15. ESTIMATED FINANCIAL RETURN ON DISPOSAL OF VILLA OR CARE SUITE**

- 15.1 Estimated Financial Return:** The estimated financial return that a Resident could expect to receive on the sale of the Villa or Care Suite at intervals of 2, 5 and 10 years after the Resident

enters into an Occupation Right Agreement are set out in Schedule 3.

- 15.2 **Assumptions:** The estimated financial return information set out in Schedule 3 should not be relied on by the Resident as a guarantee of the actual amounts the Resident will receive on termination of the Occupation Right Agreement. The actual amount received will depend on the Resident's circumstances and the condition of the Villa or Care Suite at the time of termination. The time that it takes to dispose of the Villa or Care Suite to a new Resident and issue a new Occupation Right Agreement for the Villa or Care Suite will depend on the market conditions at the time of termination.

## 16. OTHER MATTERS

- 16.1 **Details relating to security interests:** No holder of a security interest to whom section 12(1)(b) of the Retirement Villages Act 2003 applies, has refused consent to the registration of the Village.

- 16.2 **Entry into an Occupation Right Agreement:** Any statement in this Disclosure Statement is not to be taken or construed so as to represent that entry into an Occupation Right Agreement is safe or free from risk.

- 16.3 **Exemption from requirement to comply with the Code of Practice:** Oceania has not sought any exemption from the requirements to comply with the provisions of the Code of Practice.

- 16.4 **Insurance:** The following are the details of the insurance cover that Oceania has obtained, or which has been procured in Oceania's name for the Village:

- (a) Material Damage in respect of all buildings, Oceania's chattels and all plant and equipment owned by Oceania (including assets, amenities and utilities within the Village boundary), at replacement cost;
- (b) Business Interruption;
- (c) Motor Vehicle cover;
- (d) Public Liability cover;
- (e) Professional Indemnity cover;
- (f) Employers Liability cover;
- (g) Statutory Liability cover; and
- (h) Directors & Officers Liability cover.

These policies do not cover assets of the Resident including, but not limited to, motor vehicles.

- 16.5 **Moving into a Rest Home from a Villa:**

- (a) There is a rest home facility adjacent to the Village, which is owned by Oceania and is leased to OCCL. There are 20 Care Suites in the Village that are certified by the District Health Board to provide rest home and/or hospital level care to a Resident who is assessed by the Operator or the District Health Board as requiring that level of care. Where:
  - (i) one Resident has signed the Occupation Right Agreement for a Villa, the Resident may leave the Villa by terminating the Occupation Right Agreement in accordance

with its terms in order to receive full time residential care;

- (ii) two Residents have jointly signed the Occupation Right Agreement for a Villa and both residents are occupying the Villa at the time that one Resident requires full time residential care, the Resident who requires full time residential care may leave the Villa in order to receive that full time residential care (and the other Resident may remain in the Villa); or
- (iii) two Residents have jointly signed the Occupation Right Agreement for a Villa but only one Resident is still occupying the Villa at the time that Resident requires full time residential care, the Resident may leave the Villa by terminating the Occupation Right Agreement for the Villa in accordance with its terms in order to receive full time residential care.

A Resident of a Villa wishing to move to the rest home in the Village will have priority over outside applicants.

- (b) There are rooms with additional features in the rest home that attract charges in addition to the daily care fee. These rooms will be available for occupation by residents under either a premium accommodation charge or under an occupation right agreement. If the room is occupied under an occupation right agreement, it will be a "Care Suite".
- (c) A Resident may move into a Care Suite in order to receive full time residential care by leaving the Villa in accordance with clause 16.5(a) (i), (ii) or (iii) above (as applicable) and entering into a new Occupation Right Agreement in respect of that Care Suite. Please see clause 13.2 of this Disclosure Statement for the charges for moving into a Care Suite.
- (d) There are also standard aged care rooms in the rest home where there is no requirement for a resident to pay premium accommodation charges or enter into an occupation right agreement.

For the avoidance of doubt, a Resident may not elect to remain in their Villa if that Resident is assessed as requiring rest home or hospital level care.

#### **16.6 Effect of Marriage on the Occupation Right Agreement:**

- (a) **Resident occupying a Villa:** The Occupation Right Agreement is a personal right for the Resident to occupy the Villa. If, during the period of occupancy, the Resident marries or enters into a civil union and wishes for their spouse or partner to occupy the Villa with them then, provided that the spouse or partner meets Oceania's terms and conditions for entry, the Occupation Right Agreement will be terminated (and the Net Refundable Amount will be paid to the Resident), and a new Occupation Right Agreement will be entered into with both the Resident and their spouse or partner as parties to the new Occupation Right Agreement.
- (b) **Resident occupying a Care Suite:** If the Resident is occupying a Care Suite and the Resident marries or enters into a civil union, the Resident does not have the ability to have that person recognised on the Occupation Right Agreement by way of a variation.

**16.7 Financial Assistance:** Oceania will not provide Residents with financial assistance.

#### **SCHEDULE 1: WEEKLY VILLAGE FEE**

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The Weekly Village Fee payable by a Resident occupying a Villa will include a contribution to all costs, expenses and outgoings incurred by Oceania, or on its behalf, and paid or payable in respect of the Village and its management, supervision and operation, including:

- (a) All taxes in respect of the Village;
- (b) All rates, levies, charges, assessments and fees payable to any Government, Territorial or Local Authority;
- (c) Costs of compliance with any statute, regulation, by-law or other lawful obligation in respect of the Village;
- (d) Charges for water, gas, electricity, telephones and other utilities or services in respect of common areas and facilities;
- (e) Proportional allowance as a contribution towards water rates for the Villa;
- (f) Insurance premiums and associated valuation fees;
- (g) All salaries, wages, fees and other remuneration of persons engaged in the management and operation of the Village;
- (h) The costs of providing security, gardening and other services for the general use and benefit of the Residents;
- (i) The cost of maintenance and repair of all buildings, common areas and the Village generally so that they are in operational order and condition;
- (j) The cost of membership of the Retirement Villages Association;
- (k) The costs associated with the provision of certain recreation, activities, entertainment and outings, regardless of whether the Resident participates in such activities; and
- (l) Appropriate fees and expenses of the Statutory Supervisor and auditor.

## **SCHEDULE 2: SECTION 28 OF THE RETIREMENT VILLAGES ACT 2003**

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

### **Definitions**

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

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

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

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

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

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

**resident** means any of the following:

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

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

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

- (a) gardening, repair, or maintenance services:
- (b) nursing or medical services:
- (c) the provision of meals:
- (d) shops and other services for the provision of goods:
- (e) laundry services (not being the provision of facilities for residents to carry out their own laundry):
- (f) services (for example, hairdressing services) for the personal care of residents:
- (g) transport services:
- (h) services for recreation or entertainment:
- (i) security services:
- (j) other services for the care or benefit of residents

(Please refer to clause 6 of this Disclosure Statement for a description of the actual services offered at the Village.)

**SCHEDULE 3: INFORMATION SHEET**

PROVIDED TO \_\_\_\_\_

ON \_\_\_\_\_

**1. Occupation Licence Payment**

- 1.1 Occupation Licence Payment for the Villa or Care Suite in which you have expressed an interest:

Deposit: \$ \_\_\_\_\_

Balance: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**2. Estimated Financial Return if the Resident is occupying a Villa**

- 2.1 **Estimate for Villa – Deferred Management Fee:** The Deferred Management Fee is an amount equal to 30% of the Occupation Licence Payment unless it is reduced in accordance with the terms of the Occupation Right Agreement.

**Estimated Financial Return Table for Villas**

<b>After</b>	<b>Occupation Licence Payment</b>	<b>Less Deferred Management Fee</b>	<b>Less Repairs</b>	<b>Estimated total financial return</b>
2 yrs	\$500,000	\$100,000	\$0	\$400,000
5 yrs	\$500,000	\$150,000	\$0	\$350,000
10 yrs	\$500,000	\$150,000	\$0	\$350,000

- 2.2 Notes to table:

- (a) This example is based on an Occupation Licence Payment of \$500,000.
- (b) Assumes no damage other than fair wear and tear, so repairs are nil.
- (c) It is assumed the Resident will not owe any other money to the Village on termination. Any other amount owing will also be deducted from the Net Refundable Amount payable following termination.
- (d) It is assumed that the Resident is not moving in to a Care Suite following termination of the Occupation Right Agreement for the Villa.

- 2.3 The estimated financial return is affected by a termination of the Occupation Right Agreement arising out of a breach of the agreement by the Resident if the breach relates to the damage of the Villa, in which case the increased repair costs will be deducted from the Net Refundable Amount.

The estimated return should not be affected by the voluntary termination of the Occupation Right Agreement by the Resident, but general factors relating to duration of occupation will still apply.

**3. Estimated Financial Return if the Resident is occupying a Care Suite**

- 3.1 **Estimate for Care Suite – Net Management Fee:** The Net Management Fee is an amount equal to 30% of the Occupation Licence Payment unless it is reduced in accordance with the terms of the Occupation Right Agreement.

**Estimated Financial Return Table for Care Suites**

<b>After</b>	<b>Occupation Licence Payment</b>	<b>Less Net Management Fee</b>	<b>Estimated total financial return</b>
2 years	\$210,000	\$52,500	\$157,500
5 years	\$210,000	\$63,000	\$147,000
10 years	\$210,000	\$63,000	\$147,000

**3.2 Notes to table:**

- (a) This example is based on an Occupation Licence Payment of \$210,000.
- (b) It is assumed the Resident will not owe any other money to the Village on termination. Any other amount owing will also be deducted on termination.
- (c) It is assumed that the Resident did not move in to the Care Suite following termination of the Occupation Right Agreement for a Villa.

**3.3** The estimated financial return should not be affected by the voluntary termination of the Occupation Right Agreement by the Resident, but general factors relating to duration of occupation will still apply.

**4. Current Occupation of Villas and Care Suites:**

- 4.1 There are 34 occupied Villas at the date of issue of this Disclosure Statement.
- 4.2 There is one unoccupied Villa at the date of issue of this Disclosure Statement.
- 4.3 There are 18 occupied Care Suites at the date of issue of this Disclosure Statement.
- 4.4 There are 2 unoccupied Care Suites at the date of issue of this Disclosure Statement.

**5. Number of Villas and Care Suites:**

- 5.1 As at the date of this Disclosure Statement, the maximum number of Villas in the Village is 35 Villas.
- 5.2 As at the date of this Disclosure Statement, the minimum number of Villas in the Village is 35 Villas.
- 5.3 As at the date of this Disclosure Statement, the maximum number of Care Suites in the Village is 20 Care Suites.
- 5.4 As at the date of this Disclosure Statement, the minimum number of Care Suites in the Village is 20 Care Suites.

**6. Disposal of Villas and Care Suites:**

- 6.1 35 Villas and 20 Care Suites have been occupied in the past 12 months. 8 Villas and 10 Care Suites have been unoccupied at some time in the past 12 months.
- 6.2 The time taken to dispose of resale (or previously occupied) Villas and Care Suites in the 12 months prior to the date of issue of this Disclosure Statement is set out in the table below:

<b>Villa / Care Suite</b>	<b>Time Taken for Disposal (if disposed of in last 12 months)</b>
2	120
4	138
15	163
16	68
CS3	18
CS9	54
CS10	44
CS11	80
CS12	7
CS13	24
CS13	46
CS19	58

- 6.3 The average time taken to dispose of resale (or previously occupied) Villas in the last 12 months is 122.3 days.
- 6.4 The average time taken to dispose of resale (or previously occupied) Care Suites in the last 12 months is 41.4 days.
- 6.5 The time taken to dispose of new (or previously unoccupied) Villas in the 12 months prior to the date of issue of this Disclosure Statement is set out in the table below:

<b>Villa / Care Suite</b>	<b>Time Taken for Disposal (if disposed of in last 12 months)</b>
6B	483
7A	407
7B	402

- 6.6 The average time taken to dispose of new (or previously unoccupied) Villas in the last 12 months is 430.7 days.
- 6.7 There have been no new (or previously unoccupied) Care Suites in the last 12 months.
- 6.8 The actual and average times taken to dispose of Villas and Care Suites to new Residents set out above reflect past conditions and cannot be relied upon as indicators of how long it will take to dispose of a Villa or Care Suite to a new Resident in the future.

## **SCHEDULE 4: CODE OF RESIDENTS' RIGHTS**

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### **Basic rights of Residents**

This is a summary of the basic rights given to you by the Retirement Villages Act 2003.

#### *Services and other benefits*

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

#### *Information*

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

#### *Consultation*

3. 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-
  - a. occupancy; or
  - b. ability to pay for the services and benefits provided.

#### *Right to complain*

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

#### *Disputes*

5. 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*

6. 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 a person to represent you must be met by you.

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

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

#### *Right not to be exploited*

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

**Your obligations to others**

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

**Operator's contact person**

If you want more information about your rights or wish to make a complaint against the operator or another Resident, the operator's contact person is the Business and Care Manager (Phone 027 323 2526).

**Other contact persons**

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

- a. The Statutory Supervisor, Covenant Trustee Services Limited, General Manager (Phone (09) 302 0638);
- b. The Registrar of Retirement Villages.

**Information**

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