



Occupation Right Agreement

HBH Howick Views Apartments (139 on Union)

139 On Union Limited

CONTENTS

Page No.

1. PARTIES.....1

2. INTRODUCTION.....1

3. AGREEMENT1

4. EXECUTION OF THIS AGREEMENT2

PART A5

5. SCHEDULE OF INFORMATION5

PART B8

6. DEFINITIONS8

7. GRANT OF OCCUPATION RIGHT 10

8. PAYMENTS11

9. RESIDENT'S OBLIGATIONS.....15

10. CONSULTATION WITH RESIDENTS AND TREATMENT OF RESIDENTS...19

11. OPERATOR'S COVENANTS20

12. PHYSICIANS AND SURGEONS22

13. SERVICES AND FACILITIES.....22

14. PROPERTY22

15. LOSS OR DAMAGE BY RESIDENT23

16. FURTHER DEVELOPMENT OF VILLAGE23

17. COOLING-OFF PERIOD AND CANCELLATION OF AGREEMENT23

18. OPERATOR'S OBLIGATION TO RUN VILLAGE PROPERLY24

19. TERMINATION25

20. REPAYMENT OF CAPITAL SUM AND PARKING LOT CAPITAL SUM28

21. DAMAGE OR DESTRUCTION OF THE APARTMENT29

22. CONSULTATION AFTER DAMAGE EVENT29

23. REPAIR OR REPLACEMENT AFTER DAMAGE EVENT29

24. TERMINATION OF LICENCE AFTER DAMAGE EVENT30

25.	TRANSFER TO ANOTHER RESIDENTIAL UNIT AFTER DAMAGE EVENT	31
26.	DAMAGE OR DESTRUCTION OF PART OF THE VILLAGE OTHER THAN THE APARTMENT	31
27.	OPERATOR'S OBLIGATION TO FIND NEW RESIDENT	32
28.	RESIDENT NOT RESPONSIBLE FOR CAPITAL LOSS	32
29.	SET-OFF	32
30.	REMOVAL OF PERSONAL POSSESSIONS	32
31.	DISPUTE RESOLUTION	33
32.	NOTICES	33
33.	ASSIGNMENT BY OPERATOR	33
34.	CARE ASSESSMENTS	34
35.	EMERGENCY SERVICES	34
36.	RIGHTS OF RESIDENT IN RELATION TO APARTMENT	34
37.	ARRANGEMENTS FOR MANAGEMENT OF THE VILLAGE	35
38.	OPERATOR'S OBLIGATIONS RELATING TO RESIDENTS' MEETINGS	35
39.	PROCEDURE IF THERE CEASES TO BE A STATUTORY SUPERVISOR	36
40.	LIMITATION OF LIABILITY FOR TRUSTEES	37
	PART C	38
	PART D SERVICES AND FACILITIES	39
	PART E VILLAGE RULES	42

OCCUPATION RIGHT AGREEMENT

1. PARTIES

- A. Operator: 139 On Union Limited.
- B. Licensee:
- C. Resident:

2. INTRODUCTION

- 2.1 The Operator owns and operates the retirement village known as HBH Howick Views Apartments (139 On Union) at 139 Union Road, Howick, Auckland.
- 2.2 The Licensee has applied to the Operator for the grant of an Occupation Right to enable the Resident to become a resident of an Apartment in the village and, if selected, a Parking Lot. The Resident has supplied the Operator with medical reports on the basis of which the Operator has accepted the Licensee's application.
- 2.3 If the Licensee is a person or persons other than the Resident then it is acknowledged by the Licensee that only the Resident will be entitled to occupy the Apartment and, if selected, a Parking Lot and use the village facilities at any time.
- 2.4 The Licensee and the Resident will, notwithstanding anything in this Agreement to the contrary, be jointly and severally liable to the Operator for all payments and the observance and performance of all obligations on the part of the Resident under this Agreement.

3. AGREEMENT

- 3.1 This Agreement is set out in the following Parts:
 - **Part A** – this contains a schedule of information about the Apartment and, if selected, a Parking Lot, the Operator's Chattels included in the Apartment, payments to be made by the Resident and the conditions which must be satisfied before this Agreement can have any effect.
 - **Part B** – this contains definitions used in this Agreement, the terms and conditions that apply to the grant of the Occupation Right for the Apartment and the obligations of each party.
 - **Part C** – this sets out the Village Services Charge calculation and a description of the Village Outgoings.
 - **Part D** – this sets out the services and facilities in the Village.
 - **Part E** – this contains the Rules of the Village.

3.2 Subject to the conditions set out in Part A being satisfied, it is agreed that the Operator will grant to the Licensee and the Licensee will accept, the right for the Resident to occupy the Apartment and, if selected, the Parking Lot (described in Part A) in return for payment of the Capital Sum and, if selected, the Parking Lot Capital Sum (as appropriate) on entry to the Apartment and the payment of the Village Fee on termination of the Agreement (such payments are described in Part A) and the agreement of the Licensee and the Resident to comply with the terms of this Agreement.

3.3 The Licensee and the Resident confirm that they have been handed a copy of each of the following:

- (a) Disclosure Statement;
- (b) Code of Residents' Rights;
- (c) Code of Practice;
- (d) The form of this Agreement.

3.4 The Licensee and the Resident confirm that they have received independent legal advice before signing this Agreement.

4. EXECUTION OF THIS AGREEMENT

4.1 Operator

Signed by 139 On Union Limited

By.....
Director

.....
Director

4.2 Licensee

Signed by

.....
Signature of Licensee Name of Licensee Date

.....
Signature of Licensee Name of Licensee Date

.....
Signature of witness (Certifying Solicitor)

.....
Name of witness

.....
Occupation

.....
Address

4.3 Resident

.....
Signature of Resident Name of Resident Date

.....
Signature of Resident Name of Resident Date

.....
Signature of witness (Certifying Solicitor)

.....
Name of witness

.....
Occupation

.....
Address

4.4 Lawyer’s Certification

Name of Village: HBH Howick Views Apartments (139 On Union)

Registration Number of Village: 2149931

I, _____ (*Insert name of lawyer*) certify that:

- (a) I explained to _____ (*Insert name of Licensees and Residents or Attorney of a Licensee or Resident*) the general effect of the attached Agreement and its implications before each of them signed the Agreement; and
- (b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of _____ (*Insert name of Licensees and Residents or Attorney of a Licensee or Resident*).

Dated: _____ (*insert date*)

Signed: _____

Name of signatory: _____

Street address of Lawyer and name of Firm: _____

Postal address of Lawyer and Firm: _____

Email address of Lawyer: _____

Telephone number of Lawyer: _____

Fax number of Lawyer: _____

4.5 Date of Execution

This Agreement has been signed this _____ day of _____ 20

The Village Fee will be calculated on a daily basis for each year from the Commencement Date until the earlier of:

- The expiry of four years from the Commencement Date; or
- The termination of this Agreement and the vacation of the Apartment by the Resident including the removal of all the Resident's Possessions from the Apartment and return of the keys.

5.6 Operator's Chattels

These are the chattels of the Operator:

Dishwasher, cooktop, rangehood, oven, fridge/freezer, wastemaster, heated towel rail, carpet, bathroom heater (where fitted), underfloor heating in bathroom (where fitted), heat pump, shower curtain rail, vinyl in kitchen and bathroom (where fitted), drapes and curtain sheers. In addition, two-bedroom apartments have a washing machine and clothes drier.

5.7 Conditions

This Agreement is subject to each of the following conditions being satisfied:

- (a) **Approval of Medical Reports:** The Operator receiving medical reports from the Resident or the Resident's medical practitioner which are satisfactory to the Operator (in its absolute and sole discretion).
- (b) **Sale of Resident's Existing Property:** The Resident obtaining an unconditional agreement for the sale of the property at *(insert address)* on terms satisfactory in all respects to the Resident.
- (c) **Consent to Tenancy by Existing Resident:** The existing Resident of the Apartment giving his consent to the Resident taking occupation of the Apartment on a tenancy basis pending settlement of payments, upon all such terms as such existing Resident may agree.

If any of these conditions has not been satisfied by *(insert date)*, then either the Operator or the Licensee may cancel this Agreement and in such event, any deposit paid in terms of this Agreement shall be refunded by the Statutory Supervisor to the Licensee, together with any accrued net interest.

While this Agreement is conditional, if the Operator receives an unconditional agreement for the Apartment from another person on terms which are more favourable to the Operator (in its sole opinion and whether or not the "cooling off" period has expired), then the Operator may give the Resident five Working Days written notice requiring the Resident to make this Agreement unconditional.

The Operator may cancel this Agreement at any time after the expiry of the notice period if the Resident has failed to make this Agreement unconditional. Any deposit paid in terms of this Agreement shall be refunded by the Statutory Supervisor to the Licensee, together with any accrued interest.

If you request two or more extensions to the conditions in this agreement and then cancel this Agreement for non satisfaction of the conditions we may at our discretion

recover from you our legal and any other costs incurred by us in for the preparation of this Agreement and agreeing to the extensions.

PART B

6. DEFINITIONS

6.1 Unless the context requires a different interpretation, words and phrases not otherwise defined in this Agreement have the same meanings given to those words and phrases in the Retirement Villages Act 2003 or the Retirement Villages (General) Regulations 2006, as amended or replaced from time to time.

6.2 (a) Margin headings are for convenience only and are not intended to form part of this Agreement.

(b) All payment obligations of the Licensee and the Resident in clauses 8.2 to 8.9 (inclusive) shall be obligations of those parties both together and separately.

6.3 In this Agreement where the context admits:

(a) words implying the masculine gender shall include the feminine.

(b) words implying the singular number shall include the plural and vice versa.

(c) words and expressions referred to shall have the meanings as set out below:

"Apartment" or "apartment" means the apartment accommodation selected in clause 5.1 of the Schedule of Information in respect of which an Occupation Right has been granted by the Operator to the Licensee for the benefit of the Resident in terms of this Agreement.

"Bank" means the trading bank used by the Operator from time to time.

"Capital Sum" means the capital sum specified in clause 5.5.1 of the Schedule of Information.

"Care Facility" means the care facility forming part of Howick Baptist Healthcare providing accommodation and care of any resident who either on a temporary or permanent basis meets the needs requirements as set out by the Ministry of Health.

"Code of Practice" means the Retirement Villages Code of Practice in force from time to time.

"Code of Residents' Rights" means the code of residents' rights as adopted by the Village, a copy of which has been provided by the Operator to the Licensee and the Resident prior to them executing this Agreement.

"Commencement Date" means the commencement date of the Occupation Right as determined under clause 5.4 of the Schedule of Information.

"Common Areas" means those parts of the Village including entrances, lobbies, corridors, lavatories, stairways, paths, driveways, visitor car parking areas, gardens, grounds and other common amenities and conveniences other than those reserved to the Operator or to any other person from time to time by the Operator.

"Community Facilities" means the Common Areas and community facilities of the Village provided by the Operator from time to time.

"Damage Event" has the meaning given to that term in clause 21.1.

"Deed of Supervision" means the deed the Operator has entered into appointing the Statutory Supervisor as required by the Retirement Villages Act 2003, and as may be amended or replaced from time to time.

"Default Interest" means a default interest rate of 4% above the Bank's 90-day bank bill rate, calculated on a daily basis.

"Disclosure Statement" means the written document titled the "Disclosure Statement for the purposes of the Retirement Villages Act 2003" issued by the Operator in respect of the Village.

"Dispute Notice" has the meaning given to that term in the Retirement Villages Act 2003.

"Dispute Panel" has the meaning given to that term in the Retirement Villages Act 2003.

"Manager" means Howick Baptist Healthcare Limited, who manages the day to day affairs of the Village.

"Occupation Right" means a licence to occupy the Apartment, and if selected, a Parking Lot (without interruption or disturbance by the Operator) and to the use in common with all other residents of the Village and all other persons from time to time authorised by the Operator of the Common Areas on the terms and conditions set out in this Agreement.

"Operator's Chattels" means the fittings, furniture and appliances specified in clause 5.6 of the Schedule of Information.

"Outgoings Fee" means the outgoings fee payable in terms of clause 8.2.

"Parking Lot" means a parking lot that is allocated to the Apartment and for which a Parking Lot Capital Sum is payable.

"Parking Lot Capital Sum" means the capital sum specified in clause 5.5.2 of the Schedule of Information.

"Resident" means the resident named in clause 1 (or in the case where two persons are so named, either one of such persons) and shall for all purposes, except occupation of the Apartment and use of the Common Areas and Village facilities, include the Licensee.

"Resident's Possessions" means any personal items kept or installed in the Apartment or the Village by the Resident.

"Review Date" means 30 June in each year.

"Rules" means the Operator's rules for the Village which form part of this Agreement as Part E and are subject to change in accordance with this Agreement.

"Statutory Supervisor" means Covenant Trustee Services Limited and its successors and permitted assigns as appointed pursuant to the Deed of Supervision.

"Village" means the registered retirement village known as HBH Howick Views Apartments (139 On Union).

"Village Fee" means the Village fee described in clause 8.4.

"Village Outgoings" means all the operating costs, expenses and outgoings incurred by the Operator or on its behalf and paid or payable in respect of the Village and its management, supervision and operation and includes the costs, expenses and outgoings described in clause 2 of Part C of this Agreement.

"Village Services Charge" means the village services charge described in clause 8.3 of this Agreement.

"Village Services Charge Calculation" means the calculation of the Village Services Charge as at 1 July in each year as set out in clause 1 of Part C of this Agreement.

"Village Manager" means the person employed by the Operator to manage the operation of the Village.

"Working Day" means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Matariki Day, Labour Day and Waitangi Day;
- (b) A day in the period commencing on 25 December in any year and ending on 2 January in the following year, inclusive;
- (c) If 1 January falls on a Friday, the following Monday; and
- (d) If 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday.

A Working Day will be deemed to commence at 9.00am and end at 5.00pm. Any act done pursuant to this Agreement by a party after 5.00pm on a Working Day, or on a day which is not a Working Day, will be deemed to have been done at 9.00am on the next succeeding Working Day.

7. GRANT OF OCCUPATION RIGHT

7.1 The Operator grants to the Licensee and the Licensee accepts the Occupation Right for the benefit of the Resident in exchange for payment by the Licensee of the Capital Sum and, if applicable, the Parking Lot Capital Sum and the agreement of the Licensee to pay the Village Fee on termination subject to the Licensee and the Resident making payments as set out in clause 8 and to the Licensee and the Resident complying with the terms of this Agreement.

7.2 The Resident shall be entitled to take up occupation of the Apartment and, if applicable, the Parking Lot on the Commencement Date.

- 7.3** The Occupation Right is a personal contractual right only. Nothing in this Agreement gives the Licensee or the Resident any ownership right or interest in the Village or the Apartment (including any tenancy or leasehold rights to the Apartment). The Licensee and the Resident agree with the Operator that they will not be entitled to caveat or otherwise encumber the Operator's title to the Village.
- 7.4** If the Occupation Right is granted to the Licensee for the benefit of two Residents then upon the death of one Resident, the interest of that person will transfer to the surviving Resident. If one of such Residents ceases to reside permanently in the Apartment for any reason then the joint interests of that Resident under this Agreement must be transferred to the remaining Resident.
- 7.5** Except as provided in clause 7.4, the Occupation Right is not transferable and, in particular, no transfer into the name of the Licensee's or Resident's personal representatives (following death) will be permitted.
- 7.6** In respect of any parking lot specified in clause 5.1 of the Schedule of Information the Operator has the right to re-allocate the parking lot from time to time.

8. PAYMENTS

8.1 Capital Sum and Parking Lot Capital Sum

- 8.1.1** At the time of making application the Licensee will pay a deposit equal to 10% of the Capital Sum and, if applicable, of the Parking Lot Capital Sum or such lesser amount as the Operator shall accept and will pay the balance of the Capital Sum and, if applicable, the Parking Lot Capital Sum on the Commencement Date.
- 8.1.2** The deposit and the balance of the Capital Sum and, if applicable, the Parking Lot Capital Sum will be paid by the Licensee to the Statutory Supervisor. If the Licensee does not exercise the right to cancel this Agreement as set out in clause 17 of this Agreement, the Operator will be entitled to require the Statutory Supervisor to release to the Operator the deposit and the balance of the Capital Sum and any Parking Lot Capital Sum, together with any net interest earned through the Statutory Supervisor's trust account.

8.2 Outgoings Fee

- 8.2.1** The Licensee and the Resident will pay to the Operator each year the Outgoings Fee being a proportion of the Village Outgoings including the cost of administration, rates, insurance, maintenance and depreciation of chattels of the Community Facilities and the provision of other services in the Village.
- 8.2.2** The Licensee will pay to the Operator the Outgoings Fee from the Commencement Date until the date on which this Agreement is validly terminated and the Unit has been vacated (including removal of the Resident's Possessions). However, payment of the Outgoings Fee will be suspended if 23.3 applies.
- 8.2.3** The Licensee and the Resident will pay to the Operator the Outgoings Fee by equal calendar monthly instalments on the 20th day of each month (payable monthly in arrears) calculated from the Commencement Date. The Licensee

will sign and deliver to the Operator an authority to permit the Operator to deduct each monthly instalment of the Outgoings Fee as it falls due by direct debit from the Licensee's bank account provided that any portion of the Outgoings Fee falling due that has not been paid by direct debit shall be payable by the Licensee and the Resident to the Operator on demand.

- 8.2.4** The Operator shall be entitled to change the Outgoings Fee at any time to reflect increases in the cost of Village Outgoings. The Operator will give to the Licensee and the Resident 10 working days' written notice of the amount of the increased charge prior to deducting such amount from the Licensee's bank account or, if not paid by direct debit, the Licensee and the Resident shall pay the charge on demand.

8.3 Village Services Charge

- 8.3.1** The Licensee and the Resident shall pay to the Operator a Village Services Charge, being the appropriate fee chargeable for the Operator's provision of care services selected by the Resident, on the 20th day of each month following delivery of the service.

- 8.3.2** The current services offered to residents are as follows (set out in greater detail at Part D):

- Home cleaning
- Household laundry
- Meal plans and casual meals
- Personal assistance and supervision

The Resident can contract with the Operator to purchase one or more of these services into their independent apartment. Upon request, the Operator can put together a service package for the Resident.

- 8.3.3** The Operator shall be entitled to review the services offered from time to time. The Operator shall also be entitled to review the Village Services Charge in accordance with the Village Services Charge Calculation. The Operator will consult with the Resident regarding any increase four weeks in advance of any proposed review to provide the Resident with time to discuss his/her service level requirements or seek alternative providers.
- 8.3.4** The Resident is entitled from time to time, on giving the Operator 5 working days' prior written notice, to elect to purchase a reduced or increased level of services and the Village Services Charge will then be altered accordingly.
- 8.3.5** The Licensee's and the Resident's liability to pay the Village Services Charge will cease on the date on which the Resident has permanently vacated the Apartment. However, payment of the Village Services Charge will be suspended if clause 23.3 applies.

8.4 Village Fee

- 8.4.1** The Licensee agrees to pay to the Operator the Village Fee on the date that the Operator is required to repay to the Resident an amount equal to the Capital Sum (and the Parking Lot Capital Sum, if applicable) under clause 20.1, 20.2 or 24.3 (as applicable).
- 8.4.2** The Village Fee shall be an amount equal to 5% of the Capital Sum on the Commencement Date, 8% of the Capital Sum in Year 1, 7% of the Capital Sum in year 2, 6% of the Capital Sum in year 3, 2% of the Capital Sum in year 4 and shall accrue to the Operator daily from the Commencement Date up to the Last Accrual Date (as defined in clause 8.4.3 below), provided however that the maximum sum payable by the Licensee as a Village Fee in terms of this Agreement shall be an amount equal to 28% of the Capital Sum.
- 8.4.3** The expression 'Last Accrual Date' shall mean the date this Agreement is terminated or any such later date that the Resident vacates the Apartment, removes the Resident's Possessions, and surrenders any keys.
- 8.4.4** Notwithstanding clauses 8.4.1 to 8.4.3, accrual of the Village Fee will be suspended if clause 23.4 applies.

8.5 Repair Charges

- 8.5.1** The Licensee and the Resident will pay to the Operator on demand all costs incurred by the Operator during the term in repairing and maintaining the interior of the Apartment (including the plumbing and electrical fittings and fixtures) in good order, repair and condition.
- 8.5.2** The Operator will pay for any necessary repair. Maintenance, and/or replacement of the Operator's Chattels, as reasonably determined by the Operator, subject to the need for the repair, maintenance, or replacement not being due to any wilful or negligent action of the Resident or the Resident's guests. In all other cases the Licensee and the Resident will be responsible for the costs associated with the repair, maintenance, and replacement of the Operator's Chattels.
- 8.5.3** On termination of this Agreement the Licensee and the Resident will pay to the Operator on demand all costs incurred by the Operator in repairing any damage or want of maintenance or repair caused to the interior of the Apartment (including the Operator's Chattels) that is not attributable to fair wear and tear.
- 8.5.4** Following vacation of the Apartment and removal of the Resident's Possessions, the Operator will carry out an assessment of the Licensee's and the Resident's liability under this Agreement for maintenance and repairs to the interior of the Apartment and the Operator's chattels. The Operator will consult with the Resident on the extent and cost of any required maintenance and repairs and if agreement is not reached the Operator will arrange for a quantity surveyor to assess the cost of completing the work. The Operator will arrange for a contractor to carry out such work in a prompt and efficient manner. The Licensee and the Resident is required to pay the Operator the cost incurred by the Operator in carrying out such maintenance and repair work (including the cost of the quantity surveyor) which shall be deducted from the moneys payable by the Operator to the Licensee following the relicensing of the Apartment to a new resident.

8.6 Utility Charges

8.6.1 The Licensee and the Resident will pay and discharge all charges for the supply of electricity, telephone connection, internet, telephone rental and tolls, television subscription (if any) and connection fees and all other utility charges in respect of the Apartment that are not included in the Outgoings Fee.

8.6.2 The charges payable under clause 8.6.1 are payable to the utility provider which supplies the service.

8.6.3 The Licensee and the Resident will continue to be liable to pay all charges for utilities consumed in respect of the Apartment until the date the Resident vacates the Apartment and removes the Resident's Possessions.

8.7 Health Service Charges

The Licensee and the Resident will pay to the Operator on demand all charges for the provision of medical and pharmaceutical services to the Resident while the Resident continues to reside in the Apartment.

8.8 Additional Service Costs

The Licensee and the Resident shall, in addition to the Village Services Charge, pay to the Operator the cost ("the Additional Service Costs") of any additional services provided at the Resident's request being services not included in clause 8.3.2. Such costs may include the cost of temporary accommodation provided to the Resident under clause 23.5. The Additional Service Costs will be invoiced at the end of each month and payment will be due on the 20th day of the month following the date of invoice.

8.9 Interest on Unpaid Money

If the Licensee or the Resident fails to make payment of any moneys payable on the due date for payment under this Agreement then the Licensee and the Resident will, on demand, pay Default Interest on the moneys unpaid from the due date for payment until the date of payment.

8.10 Legal Costs

If the Licensee or the Resident makes any request for the Operator's consent under this Agreement or otherwise, the Licensee and the Resident agree, that if requested by the Operator, they will pay the Operator's reasonable legal costs incurred in advising the Operator on the consent and any subsequent negotiation and documentation of the consent. The Licensee and the Resident will be liable for these costs regardless of whether or not the Operator grants the consent.

8.11 Operator to Pay Village Outgoings

The Operator will duly pay or cause to be paid within a reasonable period after they become due all Village Outgoings incurred by the Operator or on its behalf and paid or payable in respect of the Village and its management, supervision and operation.

8.12 Insurance Excess Payments

Without prejudice to the provisions in clause 15 of this Agreement, if the buildings and/or the Operator's Chattels in the Village or, any part of them, are damaged or destroyed as a result of the negligent or wilful act of the Resident or any guest of the Resident then, without prejudice to the Operator's other rights, the Operator will be entitled at its option by notice in writing served on the Resident to require the Resident to pay the amount of any excess charge made by the insurer of such assets and the Resident agrees to pay to the Operator the amount of such excess charge immediately upon demand being made in writing.

9. RESIDENT'S OBLIGATIONS

The Resident agrees with the Operator as follows:

9.1 Care of Apartment and Parking Lot

9.1.1 The Licensee and the Resident shall during the term of this Agreement be liable for the cost of repairing and maintaining the interior of the Apartment, the Parking Lot (if applicable) and keeping the fixtures, fittings and chattels in the Apartment in good order, repair and condition. The Resident shall not be liable to carry out any maintenance or repair work to the Apartment, Parking Lot or the said fixtures, fittings and chattels but shall be liable to pay the Operator for the cost incurred by the Operator in carrying out the repairs and maintenance pursuant to clause 8.5.

9.1.2 The Resident will give to the Operator prompt written notice of any defect in or want of repair of the Apartment, the Parking Lot or the Operator's Chattels of which the Resident is aware and the Operator will within a reasonable time after receipt of such notice take appropriate steps to repair and make good the defect or want of repair.

9.1.3 The Licensee and the Resident shall not carry out any alterations or additions to the Apartment or Parking Lot and will use any carpark (including the Parking Lot, if applicable) only for the purpose of parking a motor vehicle which can be accommodated wholly within the allocated space.

9.1.4 The Operator will consent to the alteration of the Apartment for a Resident with disabilities if it does not meet his/her needs but such consent will be made subject to terms and conditions which the Operator considers appropriate and which will be advised to the Resident at the time of applying for consent. Any approved alterations will be carried out by the Operator at the cost of the Resident and it will be a condition of any consent to such work that the Apartment be reinstated to its condition at the Commencement Date on the termination of the Agreement at the cost of the Resident.

9.2 Keep and Maintain Motor Vehicle Insurance

The Resident shall keep and maintain his or her motor vehicle(s) properly insured at the Resident's own expense. The Operator strongly recommends that the Resident also keep and maintain the remainder of the Resident's Possessions insured under an appropriate policy. The Resident acknowledges that the Operator shall have no liability for any loss or damage arising to the Resident's Possessions or motor vehicles.

9.3 Personal Conduct in the Village

The Resident covenants with the Operator that he will at all times:

- 9.3.1** conduct himself in the Apartment and in the Village in such a manner as to not unreasonably cause a nuisance or cause distress to or become an annoyance or give offence to any person;
- 9.3.2** not use any balcony, veranda, deck, patio or other external area of the Apartment for the hanging of clothes or washing and will use only the areas designated from time to time by the Operator for that purpose; and
- 9.3.3** use the Apartment only as his personal dwelling and not for any other purpose.

9.4 Removal of Objects from Balcony

It is acknowledged and agreed that the Operator shall be authorised to remove from an Apartment balcony any furniture, plants, plant pots, barbecue or other objects if the Operator reasonably considers that any such items may present a danger to persons in the Village or if the Operator considers (in its sole discretion) that such item(s) detract from the appearance of the Village.

9.5 Not to Deposit Waste

The Resident shall not do or permit any act or thing which could cause any of the drains or water pipes in, under or surrounding the Apartment 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.

9.6 To Use the Designated Car Parking Areas

The Resident shall not park or permit to be parked any vehicle on any part of the Village other than in the areas designated from time to time by the Operator for that purpose.

9.7 Use of Parking Lot

The Resident can only use the Parking Lot for parking vehicles unless such other use is approved by the Operator.

9.8 Not to Construct TV, Radio Aerials or Audible Burglar Alarms

The Resident shall not erect or place on or outside any Apartment any radio or television aerial or antenna or install audible burglar alarms without the prior written consent of the Operator.

9.9 Not to Keep Animals and Birds Without Prior Consent

The Resident shall not keep any cat, dog, bird or other animals in the Apartment or in the Village without the prior consent in writing of the Operator. Such consent shall be at the complete discretion of the Operator and may be withdrawn at any time.

9.10 Not to Smoke or Vape

The Resident will not smoke or vape in any part of the Village including the Apartment and the Resident must also ensure that any of the Resident's guests also refrain from smoking or vaping while anywhere in the Village.

9.11 Assignment or Sublicensing

- 9.11.1** The Licensee and the Resident will not transfer, assign, part with, share or otherwise encumber, deal with or dispose of the Apartment or this Agreement.
- 9.11.2** The Resident shall be entitled to have friends or members of the Resident's family stay in the Apartment for an aggregate total in respect of all guests of 60 days in any period of twelve (12) consecutive months (or for longer periods with the prior written consent of the Operator) subject to the due compliance by such guests with all Rules of the Village.
- 9.11.3** The Operator will consent to a married or civil union or de-facto partner of the Resident living in the Apartment provided that person would otherwise meet the Operator's normal criteria for the grant of an Occupation Right and such person signs a deed of covenant (at his/her expense) which requires him/her to observe and perform such terms and conditions from this Agreement as the Operator considers appropriate.
- 9.11.4** At the Resident's request in writing the Operator will amend this Agreement to the joint names of the Resident and a married or civil union partner provided that the partner meets the Operator's normal criteria as a resident in the Village and the Resident pays the Operator's reasonable legal costs. If the Resident does not request the Operator in writing to amend this Agreement in accordance with this provision then upon termination of this Agreement (through the death of the Resident or otherwise) the married or civil union partner will be required to vacate the Apartment.

9.12 To Allow Entry by Operator

The Resident will allow the Operator and its servants, agents and workmen the right of entry at all reasonable times to the Apartment to inspect the interior and to carry out any necessary repairs to the Apartment or the Operator's Chattels.

9.13 Correct Representations

The Resident will supply to the Operator a medical report and the Operator will reply upon the correctness of such reports in determining whether or not to give its approval in terms of the condition in clause 5.7 of the Schedule of Information. Should any statement in this report prove to be materially incorrect and it is shown that the Resident knew or should have known that such statement was materially incorrect the Operator shall be entitled to issue a Dispute Notice in terms of clause 31. Any ailment or illness suffered by the Resident prior to the execution of this Agreement shall be disclosed to the Operator by the Resident. Should such ailment or illness not be disclosed as aforesaid, this shall constitute a material breach of this Agreement and the Operator shall be entitled to issue a Dispute Notice as aforesaid seeking remedies that may include termination of this Agreement.

9.14 Resident's Personal Necessities

The Resident shall provide suitable and sufficient clothing and personal necessities at the Resident's own expense. If the Operator is required by this Agreement to furnish, supply or give the Resident support, care, meals or accommodation then such obligation shall not apply while the Resident is absent from the Village.

9.15 Power of Attorney

The Resident will provide to the Operator at the time this Agreement is signed a copy of a properly executed enduring power of attorney for both personal care and welfare and property together with relevant contact details of the appointed attorneys. These powers of attorney must remain valid in the case of mental incapacity. The Resident will advise the Operator of any change to the powers of attorney or contact details. The Resident acknowledges that the Operator will be entitled to rely on the most recent information supplied in writing by the Resident to the Operator.

9.16 Compliance with Rules

9.16.1 The Resident will at all times observe and comply with the Rules and not do anything in contravention of the Rules.

9.16.2 The Resident will ensure that all guests or visitors of the Resident are aware of the Rules and comply with those Rules in all respects.

9.16.3 The Operator is entitled from time to time to establish, review and amend the Rules provided that the Rules may not detract from the Resident's rights under this Agreement and in the event of any inconsistency between this Agreement and the Rules, the provisions of this Agreement will prevail.

9.16.4 If the Operator changes the Rules after consultation with residents as provided for in clause 10.1.3 it must notify the Resident of the changes before the Resident is required to observe them.

9.17 Privacy Authorisation

9.17.1 The Resident acknowledges that the Operator is required to collect and to hold relevant personal information about the Resident (including the Resident's physical and mental health) and authorises:

- (a) The Operator to collect the relevant personal information about the Resident from any relevant agency; and
- (b) Any agency to disclose such relevant information and in particular any health agency to disclose to the Operator information relating to the Resident's health.

9.17.2 The Resident has the right during normal business hours to access his personal information held by the Operator and to require the Operator to correct any errors in that person's information.

9.18 Valid Will and Details of Next of Kin

The Resident will provide for the final disposal of all property and possessions and the payment of funeral expenses by the execution of a valid last Will before or upon entering the Village and shall keep the Operator informed of the name, address and telephone number of his legal personal representative or next of kin.

10. CONSULTATION WITH RESIDENTS AND TREATMENT OF RESIDENTS

10.1 Consultation With Residents

The Operator will consult with the Licensee and the Resident:

10.1.1 before the Operator's interest in the Village is sold or transferred. This consultation will take place either at a time directed by the Statutory Supervisor or in any other case, at an appropriate time that is a reasonable time before settlement of the transaction. The Operator will ensure that the proposed purchaser of the Operator's interest is a party to the consultation;

10.1.2 before appointing a new Manager;

10.1.3 before changing the Rules;

10.1.4 about any proposed changes in the services and benefits provided or the charges that the Licensee or the Resident is required to pay that will or might have a material impact on the ability of the Licensee or the Resident to pay for the services and benefits provided; and

10.1.5 about the marketing of the Apartment. In particular, the Operator will consult the Licensee and the Resident about:

- (a) when the Apartment goes on the market;
- (b) the general nature of the marketing plan for the Apartment; and
- (c) the actual charges relating to the marketing and sale of the Apartment that the Licensee is liable to pay (if any).

The Operator will continue to keep the Licensee and Resident informed on a monthly basis about progress with marketing.

10.2 Treatment of Residents

10.2.1 The Operator will treat all residents in the Village with courtesy and will respect their rights and develop procedures and policies to ensure that such courtesy and respect is extended by all people who work at the Village and who provide services at the Village.

10.2.2 The Operator will not exploit the residents in the Village and will develop procedures and policies to ensure that this obligation is observed by all people who work at the Village and who provide services at the Village.

11. OPERATOR'S COVENANTS

11.1 The Operator agrees with the Licensee and Resident as follows:

11.1.1 Insurance: To maintain a comprehensive insurance policy with a reputable insurance company covering all buildings, capital improvements, additional fittings provided by residents (not including the residents' personal belongings and chattels) and the Operator's Chattels in the Village for their full replacement value against loss or damage by fire, accident, natural disaster and any other insurable risks which the Operator considers desirable, in the interests of the Operator or in the interests of the Residents.

11.1.2 Operator's Chattels: To provide and install into the Apartment the Operator's Chattels.

11.1.3 Utilities: To supply the Apartment with connections for water, electricity, telephone and standard wall connections for television. The Resident shall pay and discharge the actual costs of usage as indicated (where possible) by separate meter.

11.1.4 Garden and Ground Maintenance: To maintain and keep in good and respectable tidy operational order and condition the Common Areas, including pathways and grounds surrounding the buildings, the gardens, trees and shrubs.

11.1.5 Maintenance and Repair:

- (a) To maintain and keep maintained in good, clean and tidy repair, order and condition all buildings in the Village.
- (b) On being advised of any defect or want of repair to the Apartment or the Operator's Chattels the Operator will, within a reasonable time, take appropriate steps to repair and make good the defect or want of repair.
- (c) The Operator shall not be liable for any loss or inconvenience suffered by the Resident arising from any defect or want of repair to the Apartment or the Operator's Chattels unless the Operator shall have been advised in writing of any such defect or want of repair and shall have failed within a reasonable time to take reasonable steps to repair and make good the defect or want of repair.

11.1.6 Code of Practice:

- (a) The Operator will comply with the requirements of the Code of Practice.
- (b) The Operator has and will maintain written policies and procedures in respect of the following matters:
 - (i) Staffing of Village;
 - (ii) Safety and personal security of residents;
 - (iii) Fire protection and emergency management (including access for people with disabilities);

- (iv) Transfer of residents within the Village;
- (v) Meetings of residents with the Operator and resident involvement;
- (vi) Dealing with complaints by Village residents;
- (vii) Accounts;
- (viii) Maintenance and upgrading;
- (ix) Termination of this Licence; and
- (x) Communication with residents, including communication with residents who speak English as a second language, or who have a limited ability to communicate.

11.1.7 Code of Residents' Rights:

- (a) The Code of Residents' Rights which has been handed to the Licensee and the Resident summarises the minimum rights conferred on a Resident of the Village by the Retirement Villages Act 2003.
- (b) The Licensee and Resident agree to abide by their obligations under the Code of Residents' Rights.

11.1.8 Financial Information:

- (a) The Operator agrees to give to the Resident, free of charge, on request a copy of the most recent audited financial statements prepared by the Operator under the Retirement Villages Act.
- (b) The obligations in sub-clause 11.1.8(a) shall continue after termination of this Agreement until the Licensee is refunded the repayment entitlements as determined under clause 20.
- (c) The Operator will, at the start of each accounting period (as defined in the Financial Reporting Act 1993) of the Operator, prepare a statement forecasting for the period:
 - (i) the operating expenditure relating to the Village; and
 - (ii) all expenditure relating to the Village (including amounts repayable to residents, former residents and their estates); and
 - (iii) all income relating to the Village; and
 - (iv) the amounts of the operating expenditure that must be met by the residents of the Village;

and give a copy of the statement to each resident of the Village within three months of the start of the accounting period.

11.1.9 Transfer to another Apartment: If the Resident wishes to transfer to another apartment in the Village the Operator will try to accommodate your request subject to the following terms and conditions:

- (a) receipt by the Operator of an acknowledgement of termination of this Agreement signed by the Resident and the Resident signing a new occupation right agreement for the replacement apartment;
- (b) the Resident must pay the Operator's reasonable legal costs in documenting the transaction. The amount of these costs will depend on the extent of the legal services provided;
- (c) the Resident will pay at the time of transfer, a transfer fee of 3% of the value of the greater of the Capital Sum under this Agreement or the capital sum for the new apartment;
- (d) the Resident must pay their own costs for the physical transfer of themselves and their belongings to the replacement apartment;
- (e) the Resident will be required to promptly settle and pay a capital sum for the replacement apartment;
- (f) the Resident will be only pay one village fee for this Apartment and for the new apartment. That village fee is calculated on the higher value of the two apartments. The Resident will receive a credit for the amount of the accrued Village Fee in respect of the original apartment against the maximum possible village fee the Operator can charge for both apartments and the balance of the village fee will be payable over the balance of the accrual period remaining under this Agreement. If the accrual period under this Agreement is complete then the balance of the village fee for the new apartment will accrue to the Operator on the commencement of the agreement for the new apartment.

The above transfer terms will only apply to a Resident's first transfer within the Village.

12. PHYSICIANS AND SURGEONS

The Resident may engage the services of any accredited physician or surgeon but the Operator shall not be responsible for or obliged to defray any charge incurred.

13. SERVICES AND FACILITIES

The Operator may at its discretion provide the services and facilities in the Village as described in Part D of this Agreement.

14. PROPERTY

The Operator shall not be responsible for the loss of any property belonging to the Resident due to theft or any other cause. The Resident shall have the responsibility for providing insurance protection to cover any such loss in accordance with clause 9.2.

15. LOSS OR DAMAGE BY RESIDENT

The Licensee and the Resident shall reimburse the Operator for any loss or damage suffered by the Operator as a result of the carelessness or negligence of the Resident or the Resident's visitors except loss or damage by perils insured against by the Operator (in which case the Licensee and the Resident shall reimburse the Operator for any insurance policy excess), provided that where the Operator's insurance does not cover the loss or damage suffered (for whatever reason) the Resident and Licensee shall upon demand compensate and reimburse the Operator in full for such loss or damage.

16. FURTHER DEVELOPMENT OF VILLAGE

16.1 The Operator shall be entitled at its sole discretion to improve, extend, add to or reduce or alter the Village or in any manner whatsoever alter or deal with the Village ("the Further Development") but in doing so will use its best endeavours to cause as little inconvenience to the Resident as is practical in the circumstances. The Resident expressly agrees that the Operator shall be entitled to sell any part of the land which has not been developed by the construction of dwelling accommodation and which is deemed by the Operator to be surplus to its needs. The Resident shall not be entitled to make any objection or claim compensation in respect of the Further Development and shall, if required by the Operator, sign all consents and other documents as may be required to give effect to the Further Development.

16.2 The Resident will make no objection to building works associated with the construction of the Village or any Further Development or to the dust, noise or other discomfort or nuisance which may arise from the Further Development and will not institute or commence any action or proceeding for an injunction, damages or other relief arising out of or consequent upon any such works.

17. COOLING-OFF PERIOD AND CANCELLATION OF AGREEMENT

17.1 The Licensee or the Resident may cancel this Agreement without having to give any reason by notice given not later than fifteen (15) Working Days after the Licensee and the Resident sign this Agreement. Where the Agreement has been signed by the Licensee and the Resident on different dates, the later date will be used for the purpose of determining the 15 Working Day period.

17.2 Where this Agreement relates to an Apartment which is to be built or completed after the date this Agreement is signed by the Licensee and the Resident then, if the Apartment is not finished within 6 months after the proposed date for completion referred to in clause 5.2 of the Schedule of Information, the Licensee or the Resident may cancel this Agreement by giving written notice at any time after the expiry of that 6 month period.

17.3 The notice of cancellation under clauses 17.1 and 17.2 must be in writing and be given to the Operator by the Licensee or Resident or on the Licensee's or Resident's behalf by a person authorised in writing by the Licensee or Resident. This provision constitutes notice to the Licensee and the Resident that no real estate agent or other person is authorised to receive a notice of cancellation.

- 17.4** If the Licensee or Resident cancels this Agreement in accordance with the provisions of clauses 17.1 or 17.2 the Licensee will be entitled to a refund of the deposit and all progress payments (with interest) within ten (10) Working Days after the notice is given. In such event the Licensee and the Resident will be liable to pay the Operator reasonable compensation for services provided to the Resident under this Agreement before cancellation takes effect and for any damage to the Apartment or any facilities in the Village for which the Licensee or the Resident is responsible.

18. OPERATOR'S OBLIGATION TO RUN VILLAGE PROPERLY

The Operator will:

- 18.1** Use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently;
- 18.2** Keep the Village in good condition and order;
- 18.3** Make and adhere to the long-term plan for maintaining and refurbishing the Village and its facilities; and
- 18.4** Insure the Village for its full replacement value, to the satisfaction of the Statutory Supervisor (and in accordance with clause 11.1.1);
- 18.5** Use reasonable care and skill in the exercise and performance of the Operator's powers, functions and duties;
- 18.6** Provide adequate staff to maintain the operation of the Village;
- 18.7** Put in place and keep operational adequate provisions for the continuing safety and personal security of the residents and provide adequate fire protection and emergency systems for the residents; and
- 18.8** Ensure that it will make available at the cost of the Resident an appropriate interpreter or liaison person if the Resident needs assistance to communicate effectively regarding the exercise of any rights under this Agreement due to limited communication skills.

19. TERMINATION

19.1 Termination by the Operator

The Operator may terminate this Agreement by giving the Licensee and Resident notice of intention to terminate on the following grounds:

19.1.1 Medical Grounds: If a registered medical practitioner, after assessing the Resident, certifies that the Resident's physical or mental health is such that the Resident or other residents cannot live safely or suitably in their apartments. The medical practitioner should in the first instance be the Resident's regular medical practitioner or otherwise the Operator will appoint a registered medical practitioner for the purposes of carrying out this assessment who must be independent of the Operator. The assessment of the registered medical practitioner must take into account:

- (a) the care, support and facilities offered in the Village, including the opportunity to transfer to a higher level of care;
- (b) support services that could be brought in from outside the Village to support the Resident to remain in the Apartment.

The Resident may obtain a second opinion and present this to the Operator for its consideration within 7 working days of the Resident being advised of the assessment that Operator has obtained.

If the Operator has complied with its obligations under this clause 19.1.1 and the circumstances giving rise to the Operator's right to terminate have not changed, then the Operator will give the Licensee and the Resident not less than one month's final written notice of termination.

19.1.2 Breach: If the Resident has materially breached the Agreement the Operator may terminate the Agreement, provided:

- (a) The breach must be material;
- (b) The Operator has notified the Licensee and Resident in writing of its intention to terminate the Agreement unless the breach is remedied;
- (c) The Operator has given the Licensee and Resident at least one month's notice to remedy the breach;
- (d) The Licensee or Resident where appropriate has failed to remedy the breach within the time period given in the Operator's notice;
- (e) If the Operator still wishes to terminate this Agreement then the Operator will give the Licensee and Resident not less than one month's final written notice of termination.

19.1.3 Abandonment: The Operator may terminate the Agreement on the grounds of abandonment subject to the following conditions:

- (a) The Operator must have made reasonable enquiries and determined that the Resident has permanently abandoned the Apartment;

- (b) The Operator has notified the Licensee and Resident in writing of the Operator's intention to terminate the Agreement unless the Resident re-occupies his or her Apartment;
- (c) The Operator must have given the Resident at least one month to re-occupy and the Resident has failed to re-occupy the Apartment in that time period;
- (d) If the Operator still wishes to terminate this Agreement then the Operator must give the Licensee and Resident not less than one month's final written notice of termination.

19.1.4 Serious Damage to the Apartment or Serious Injury, Harm or Distress to People: The Operator may terminate the Agreement if the Resident, intentionally or recklessly has caused or allowed or is highly likely to cause or allow:

- (a) serious damage to the Apartment or facilities or damage which has become serious because it continues; or
- (b) serious injury, harm or distress to the Operator or another resident or an employee or guest of the Operator or any resident.

The Operator must have notified the Resident of the Operator's intention to terminate the Agreement unless the damage, injury, harm or distress is remedied in a specified time that is reasonable in the circumstances. The Operator must have taken into account the nature and extent of the damage, injury, harm or distress in determining the time period given to the Resident to provide a remedy. Further, the Resident must have failed to remedy the damage, injury, harm or distress within the period given in the Operator's notice.

If the Operator has complied with its obligations under this clause 19.1.4 and the circumstances giving rise to the Operator's right to terminate have not changed or been remedied and the Operator still wishes to terminate this Agreement, then the Operator will give the Licensee and the Resident as much final written notice as is reasonable in the circumstances.

If the Agreement is terminated under this clause 19.1, the termination date of the Agreement will be the first Working Day after the expiry of the applicable notice period set out in clause 19.1.1, 19.1.2, 19.1.3 or 19.1.4.

19.2 Termination by Resident

The Resident is entitled to terminate this Agreement for any reason and at any time on the service of one month's prior written notice to the Operator.

19.3 Termination on Death

This Agreement shall terminate on the death of the Resident provided that if two persons are named as Resident in this Agreement the termination occurs only when the last surviving Resident dies.

19.4 Termination after Damage or Destruction

This Agreement may terminate pursuant to clause 24.2.

19.5 Effect of Termination on Persons Living With Resident

On termination of this Agreement any person living in the Apartment with the Resident will be required to vacate the Apartment immediately.

19.6 Charges that are Payable after Termination

The charges that continue to be payable by the Licensee and the Resident after termination of this Agreement are:

19.6.1 Outgoings Fee: Subject to clause 23.3, the Outgoings Fee continues to be payable on the same terms as prior to termination up to the date on which this Agreement is validly terminated and the Apartment has been vacated (including removal of the Resident's Possessions from the Apartment). This charge will cease to be payable by the Resident if the Operator enters into a tenancy arrangement for the Apartment with a third party with the prior consent of the Resident. In such circumstances the Operator shall be entitled to retain the rent income in lieu of charging the Outgoings Fee during the period of the tenancy arrangement.

19.6.2 Village Fee: Subject to clause 23.4, the Village Fee will continue to accrue on the same terms as prior to termination until the date this Agreement is terminated or any such later date that the Resident vacates the Apartment and removes all the Resident's Possessions and surrenders any keys.

19.6.3 Default Interest: Default Interest will be payable for late payment of moneys due under this Agreement.

19.6.4 Capital Loss/Gain: If the capital sum received by the Operator under a licence of the Apartment to a new resident is less than the original Capital Sum paid by the Resident, then the Resident is not required to pay to the Operator any portion of the capital loss. Any capital gain arising as a result of the termination of this Agreement shall be retained by the Operator.

19.7 Surrender of Parking Lot

19.7.1 The Parking Lot may be surrendered prior to the termination of this Agreement on any of the following grounds:

- (a) if the Resident has given the Operator written notice of the Resident's desire to surrender the Parking Lot and the Licensee executes a surrender of the Parking Lot.
- (b) if the Resident is no longer using the Parking Lot for the purpose of parking the Resident's motor vehicle or the Resident is permanently unable to drive and the Operator has given the Resident written notice that it requires the Licensee to surrender the Parking Lot.

19.7.2 The Parking Lot will be deemed to be surrendered from the date the Licensee executes a surrender of the Parking Lot or from the date of service of written notice from the Operator ("Effective Date of Surrender"). The Licensee will be entitled to repayment of the Parking Lot Capital Sum within 14 days after the Effective Date of Surrender.

20. REPAYMENT OF CAPITAL SUM AND PARKING LOT CAPITAL SUM

- 20.1** In the event this Agreement is terminated by the Operator on any of the grounds set out in clause 19.1 the Operator shall (subject to clause 29) repay to the Licensee an amount equal to the Capital Sum and, if applicable, the Parking Lot Capital Sum within five (5) Working Days of the date on which the termination takes effect.
- 20.2** In the event this Agreement is terminated by the Resident under clause 19.2, or upon the death of the Resident under clause 19.3, the Operator shall repay to the Licensee an amount equal to the Capital Sum and, if applicable, the Parking Lot Capital Sum, subject to the Operator having entered into a licence in respect of the Apartment to a new resident and in such event the Capital Sum and, if applicable, the Parking Lot Capital Sum shall be payable 5 Working Days after the date on which the Operator shall settle the payments under a licence of the Apartment to a new resident.
- 20.3** In the event this Agreement is terminated following a Damage Event under clause 24.2, the Operator shall make repayment to the Licensee in accordance with clauses 24.3 to 24.5.
- 20.4** It is agreed that:
- 20.4.1** notwithstanding anything in this Agreement to the contrary, where the Resident has died, the Operator shall not be required to pay an amount equal to the Capital Sum and, if applicable, the Parking Lot Capital Sum to the executors or administrators of the Resident until proof of grant of probate of the last will of the deceased Resident or letters of administration of the estate has been produced to the Operator (and for the avoidance of doubt, this clause applies regardless of whether there has been a Damage Event); and
- 20.4.2** subject to clause 24.3, the Operator shall be entitled to deduct by way of set-off in accordance with clause 29 the amount of the Village Fee (if any) accrued during the term together with any other moneys payable by the Licensee under this Agreement.
- 20.5** If repayment of the Capital Sum and, if applicable, the Parking Lot Capital Sum is more than nine months after the date the Agreement is terminated, subject to the conditions set out in clause 20.6, the Operator will pay the Licensee interest on the amount due to the Licensee. Interest will be paid to the Licensee 5 Working Days after the date on which the Operator shall settle the payments under a licence of the Apartment to a new resident and will be calculated at a rate equal to the rate set out in section 12(3) of the Interest on Money Claims Act 2016 from the date that is nine months after the date the Agreement is terminated until the date that funds are held by the Statutory Supervisor and available to be paid to the Licensee.
- 20.6** The Operator's obligation to pay the Licensee interest in accordance with clause 20.5 is subject to the following conditions:
- (a) that the payment of interest will not cause the Operator to breach the Deed of Supervision or any conditions of any funding that the Operator may have in place at the time the payment of interest is due to be made; and
- (b) that the Operator has satisfied the Solvency Condition. For the purposes of this clause, "Solvency Condition" means that the Operator is solvent and is able to satisfy the solvency test contained in section 4 of the Companies Act 1993, (as modified by section 52 of the act) on the date that the interest payment is

due to be made, and that the Operator will continue to satisfy the solvency test immediately after making the payment.

21. DAMAGE OR DESTRUCTION OF THE APARTMENT

- 21.1** If the Apartment is damaged or destroyed by fire, accident, natural disaster or any other event (“Damage Event”), the following provisions in clauses 21 to 26 shall apply.
- 21.2** The Resident, Licensee and the Operator acknowledge that if a Damage Event occurs, the time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend on circumstances outside the parties’ control. Accordingly the phrase “as soon as reasonably practicable” shall mean taking all relevant circumstances into account.

22. CONSULTATION AFTER DAMAGE EVENT

- 22.1** Following a Damage Event, the Operator will consult with the Resident to decide whether it is practicable to repair or replace the Apartment. The Operator will endeavour to consult with the Resident and notify the Resident of the Operator’s decision as soon as reasonably practicable after the Damage Event. After the Operator has consulted with the Resident, the Operator will notify the Resident in writing of the Operator’s decision.

23. REPAIR OR REPLACEMENT AFTER DAMAGE EVENT

- 23.1** If the Operator has decided it is practicable to repair or replace the Apartment, the Operator will fully repair or replace the Apartment as soon as reasonably practicable. However, the Operator is not bound to expend any more money than the actual amount of the insurance money received by the Operator.
- 23.2** Subject to clause 23.1 above, if the Operator has decided to replace the Apartment, the Operator will endeavour to ensure that it is replaced to a design the Operator considers appropriate and to a standard at least equal to that of the Apartment prior to the Damage Event, subject to the Operator receiving the necessary building consents to do so.

Suspensions of payments during repair or replacement

- 23.3** If the Apartment becomes uninhabitable following a Damage Event and which is not as a result of any of the Resident’s, or the Resident’s visitors’, acts or omissions, the Resident’s and Licensee’s obligation to pay the Outgoings Fee and the Village Services Charge will be suspended from the date of the Damage Event to the date that the Apartment (or its replacement) is ready for occupation by the Resident following repair or replacement.
- 23.4** Unless clause 23.8 applies, if the Apartment becomes uninhabitable following a Damage Event and which is not as a result of any of the Resident’s, or the Resident’s visitors’, acts or omissions, the accrual of the Village Fee will be suspended from the date of the Damage Event until the date that the Apartment (or its replacement) is ready for occupation by the Resident following repair or replacement. The Village Fee

will not exceed the maximum amount set out in clause 5.5.4 and its total period of calculation shall be extended by no more than the length of time of such suspension.

Temporary accommodation / facilities

- 23.5** Following a Damage Event, the Operator will use reasonable endeavours to provide alternative temporary accommodation for the Resident while the Apartment is being repaired or replaced or until this Agreement is terminated. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.
- 23.6** The Operator will be responsible for the cost of providing such temporary accommodation to the Resident for as long as the Operator receives adequate amounts from its insurer for such costs. If the Operator's insurance for such costs is exhausted, the Resident will be responsible for such costs.
- 23.7** The Resident must pay the Operator any outgoings relating to such accommodation and any charges for personal services provided to the Resident whilst the Resident is staying in temporary accommodation.
- 23.8** The Village Fee will continue to accrue to the Operator whilst the Resident is staying in temporary accommodation if (and only if) the Operator is responsible for the cost of providing such temporary accommodation.
- 23.9** If a facility in the Village is being repaired or replaced following an insured event, the Operator will use reasonable endeavours to provide an alternative facility at the Operator's cost as soon as reasonably practicable.

24. TERMINATION OF LICENCE AFTER DAMAGE EVENT

- 24.1** Following a Damage Event and after consultation with the Resident under clause 22, the Operator may (in its sole discretion) decide it is not practicable to repair or replace the Apartment in one or more the following circumstances:
- (a) repair or replacement of the Apartment is not practicable due to the nature or extent of the damage or destruction;
 - (b) the Operator is unable to obtain the necessary building consents to repair or replace the Apartment;
 - (c) the insurance money the Operator receives is not adequate to meet the cost of repairing or replacing the Apartment;
 - (d) the Operator receives no insurance money.
- 24.2** If the Operator decides not to repair or replace the Apartment under clause 24.1, this Agreement will automatically terminate on the date the Operator writes to the Resident notifying the Resident of the Operator's decision, unless clause 25 applies.
- 24.3** If this Agreement terminates under clause 24.2, the Operator will pay to the Resident an amount equal to the Capital Sum and, if applicable, the Parking Lot Capital Sum, without deducting any Village Fee (as the Operator would otherwise be entitled to do

under clause 20.4.2), but the Operator will be entitled to deduct any other amounts payable by the Licensee under this Agreement (in accordance with clause 29).

- 24.4** If this Agreement terminates under clause 24.2, the Operator will pay the Resident the amount due under clause 24.3 10 Working Days after the date the Operator or the Statutory Supervisor receives full payment from the Operator's insurers for the loss or damage.
- 24.5** If the Operator does not receive full payment from its insurers, the Operator must still make repayment to the Resident pursuant to clause 24.3.

25. TRANSFER TO ANOTHER RESIDENTIAL UNIT AFTER DAMAGE EVENT

- 25.1** If the Operator decides not to repair or replace the Apartment, the Operator may offer the Resident the option to transfer to an alternative residential unit (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by the Operator which is in reasonable proximity to the Village, having regard to the circumstances giving rise to the Damage Event.
- 25.2** If the Operator offers the Resident such an option, the capital sum for the alternative residential unit will be no more than the Capital Sum for the Apartment, and the aggregate Village Fee in relation to both the Apartment and the new residential unit will not exceed the maximum amount set out in clause 5.5.4.
- 25.3** If the Resident accepts such option, the Resident will be responsible for moving himself and his belongings at his own cost, and for his legal costs in relation to entering in to a new occupation licence for the alternative residential unit on the Operator's then-standard terms.
- 25.4** If the Operator offers such option and the Resident does not accept it, this Agreement will be deemed terminated by the Resident under clause 19.2 and the repayment provisions in clause 20.2 will apply. For the avoidance of doubt, the Village Fee will be payable by the Resident in this circumstance (and a termination in this circumstance does not constitute a termination under clause 24.2).

26. DAMAGE OR DESTRUCTION OF PART OF THE VILLAGE OTHER THAN THE APARTMENT

If a substantial part of the Village is damaged or destroyed, even if the Apartment is not damaged, the Operator will consult with the Resident to decide whether it is practicable to repair or replace such part of the Village. If the Resident decides to terminate this Agreement in these circumstances, such termination will be in accordance with clause 19.2 and the payment provisions in clause 20.2 will apply. For the avoidance of doubt, the Village Fee will be payable by the Resident (and a termination in these circumstances does not constitute a termination under clause 24.2).

27. OPERATOR'S OBLIGATION TO FIND NEW RESIDENT

- 27.1** Following termination under clause 19.1, 19.2 or 19.3, the Operator agrees to take all reasonable steps to find a suitable replacement resident for the Apartment who is prepared to enter into an occupation right agreement on the Operator's then standard terms and conditions, and for the best price reasonably obtainable. The Operator shall not give preference to finding residents for apartments in the Village that have not previously been occupied by a resident under an occupation right agreement.
- 27.2** The Resident shall be entitled to introduce a prospective resident to the Operator provided that the person complies with the Operator's normal village entry criteria.

28. RESIDENT NOT RESPONSIBLE FOR CAPITAL LOSS

If the capital sum ("the New Payment") received by the Operator under a licence of the Apartment to a new resident is less than the Capital Sum then the Licensee is not required to pay to the Operator the amount by which the Capital Sum exceeds the New Payment.

29. SET-OFF

At all times during this Agreement and after termination of this Agreement the Operator shall be entitled to set-off and apply any and all moneys at any time held and other indebtedness at any time owing by the Operator to or for the credit or the account of the Licensee or the Resident against any and all of the obligations of the Licensee or the Resident now or hereafter existing under this Agreement or any other document delivered under this Agreement irrespective of whether or not the Operator shall have made any demand under this Agreement or such other document and although such obligations may be unmatured. These rights of the Operator shall be in addition to all other rights and remedies which the Operator may have.

30. REMOVAL OF PERSONAL POSSESSIONS

- 30.1** On or before the date of termination of this Agreement the Resident shall remove from the Apartment all of the Resident's Possessions. If the Resident fails to do so the Operator may at the expense and risk of the Resident remove the Resident's Possessions and place them into storage.
- 30.2** If the Resident does not take possession of the Resident's Possessions within one month of the termination of this licence, the Operator may sell the Resident's Possessions and the sale proceeds, after deduction of expenses of removal, storage and sale, shall be paid to the Resident. The Operator shall not exercise the power of sale without first giving to the Resident seven (7) days' prior written notice of intention to sell. The Operator shall not be liable for any loss or damages incurred in respect of the removal, storage or sale of the Resident's Possessions.

31. DISPUTE RESOLUTION

- 31.1** The Operator has a written procedure for dealing with complaints and this is available to residents on request.
- 31.2** Any complaint which may arise between the Resident and any other resident or between the Licensee or the Resident and the Operator must in the first instance be dealt with in accordance with the Operator's complaints procedure.
- 31.3** Depending on the nature of complaint the Licensee or the Resident may at any time after 20 Working Days have elapsed from making a written complaint require the matter be resolved by a disputes panel by giving the Operator or any other party to the complaint a dispute notice.
- 31.4** If the Operator has a complaint concerning the Resident:
- (a) the Operator must first notify the Licensee and the Resident of the complaint. The Operator must then make reasonable efforts to resolve its complaint with the Resident; and
 - (b) twenty Working Days after the Operator has notified the Licensee and Resident of the complaint the Operator may require the matter to be resolved by a Disputes Panel by giving the Licensee and the Resident and any other party a Dispute Notice.
- 31.5** The Operator will appoint an independent Dispute Panel to resolve the dispute within twenty Working Days after receipt of a duly issued Dispute Notice. The appointment of the Dispute Panel and the hearing of the dispute will be carried out in accordance with the provisions of Part 4 Retirement Villages Act 2003 and regulations issued pursuant to that Act.

32. NOTICES

All notices shall be in writing and may be given to or served upon a party by being left at that party's address last known to the party making or giving such notice or, in the case of a notice to be given to the Licensee and Resident, by leaving the same at the Apartment or by being posted in a pre-paid certified or registered letter addressed to that party at such address. Any such notice if posted shall be deemed duly served at the expiration of four days after the time of posting. If the Licensee and Resident have appointed a representative and given notice of the appointment to the Operator, then future notices by the Operator will be given to the representative.

33. ASSIGNMENT BY OPERATOR

- 33.1** The Operator shall be entitled to assign this Agreement to any person or company or other entity who will be the operator of the Village ("the Assignee") subject to prior consultation with the residents of the Village and obtaining the prior written approval of the Statutory Supervisor.
- 33.2** The Licensee and the Resident promise the Assignee that the Licensee and the Resident will observe and perform this Agreement.

- 33.3** The Operator promises the Licensee and the Resident that it will ensure that the Assignee agrees to observe and perform this Agreement.

34. CARE ASSESSMENTS

- 34.1** The Operator may from time to time request the Resident to undertake a health and well-being assessment. Such assessment shall be carried out by the Manager or an independent health professional appointed by the Operator.
- 34.2** Any care manager appointed under clause 34.1 will prepare an individual care plan for the Resident for use by the Operator in providing clinical and social support required by the Resident and to assess whether any further external assessment or intervention is appropriate.
- 34.3** Should this care assessment be undertaken by an independent health professional the Resident shall pay to the Operator upon demand all charges relating directly or indirectly to completing any assessments under clauses 34.1 and 34.2.

35. EMERGENCY SERVICES

The Operator will ensure that an onsite person is available to respond in the first instance to emergency calls by the Resident for assistance.

36. RIGHTS OF RESIDENT IN RELATION TO APARTMENT

In addition to all other rights conferred by this Agreement, the Licensee and the Resident shall be entitled:

- 36.1 Grant a Security Interest:** To grant a security interest in the repayment entitlement determined in accordance with the provisions of clause 20 but this right is subject to the prior right of the Operator to set-off and deduct from such proceeds any amounts owing by the Licensee or the Resident in terms of this Agreement at termination.
- 36.2 Have a member of the Resident's family stay:** To have friends or members of the Resident's family stay in the Apartment subject to the provisions of clauses 9.11.2 and 9.11.3.
- 36.3 No entitlement to sell and market the Apartment:** The Operator will market the Apartment for sale on termination of this Agreement. The Licensee or the Resident is entitled to introduce a new prospective resident who is willing to pay the market value of the licence and who satisfies the Operator's normal entry criteria for the Village, but has no other role in marketing the Apartment. No commission will be paid by the Operator for any such introduction.

37. ARRANGEMENTS FOR MANAGEMENT OF THE VILLAGE

- 37.1** The Operator employs suitably qualified and trained staff to ensure the efficient management and operation of the Village and health of Village residents.
- 37.2** A full time, experienced and mature person has been appointed Village Manager with responsibility to oversee the management of the Village and its staff.
- 37.3** The Village Manager is responsible for the day to day organisation of all activities and services, including the co-ordination of activities initiated by residents at the Village.
- 37.4** The grounds and Common Areas of the Village will be cared for by the Operator in an appropriate manner.

38. OPERATOR'S OBLIGATIONS RELATING TO RESIDENTS' MEETINGS

38.1 Calling of Meetings

The Operator will call meetings of the residents of the Village in the circumstances and for the purposes set out in clause 38.2 by issuing a written notice of meeting to each resident of the Village in accordance with the requirements of section 106 of the Retirement Villages Act 2003 at least ten (10) Working Days before the proposed meeting.

38.2 Circumstances and Purposes of Meetings

The circumstances and purposes of meetings shall be as follows:

Circumstances	Purpose
(a) An annual general meeting within 6 months after the end of an accounting period for which financial statements must be prepared for the Operator.	Considering the financial statements, a report from the Statutory Supervisor (if any), a report on maintenance and any other matters.
(b) The meeting has been requested by the Statutory Supervisor or by at least 10% of the residents of the village.	Giving the Statutory Supervisor the residents' opinions or directions relating to the exercise of the Statutory Supervisor's powers.
(c) If there is no Statutory Supervisor of the Village and the meeting has been requested by at least 10% of the residents of the Village.	Giving the Operator the residents' opinions or directions.

Circumstances	Purpose
(d) Where the Act, Regulations or the Code of Practice requires the Operator to obtain the consent of the residents of the Village.	To obtain the consent of residents of the Village.
(e) Where other enactments, the resident's Agreement or other such documents require the Operator to obtain the residents' collective consent.	To obtain the residents' collective consent.

38.3 Chairperson

The meetings will be chaired by a person:

- (i) appointed by the Statutory Supervisor (if any) of the Village; or
- (ii) appointed in accordance with the conditions (if any) of an exemption (if any) of the Operator from appointing a Statutory Supervisor; or
- (iii) appointed by the majority of the residents of the Village who are at the meeting if an appointment has not been made under sub-paragraphs (i) or (ii).

38.4 Information

The Operator will give the residents at a meeting, orally or in writing, information that:

- (i) relates to the affairs of the Village; and
- (ii) has been requested with reasonable notice by a resident of the Village.

39. PROCEDURE IF THERE CEASES TO BE A STATUTORY SUPERVISOR

39.1 If the Statutory Supervisor at the Commencement Date, or any replacement statutory supervisor, ceases to be the statutory supervisor of the Village, then the Operator will promptly appoint a new statutory supervisor with the required qualifications to act as statutory supervisor of the Village in accordance with the procedures set out in the Retirement Villages Act 2003 and the Deed of Supervision.

39.2 If the Operator and the residents of the Village by extraordinary resolution passed at a meeting held in accordance with the Deed of Supervision decide that there shall be no statutory supervisor for the Village, then the Operator will make application to the Registrar of Retirement Villages under the Retirement Villages Act 2003 for an exemption from having a statutory supervisor for the Village. If the exemption is approved, then the Operator will abide by all the conditions required by the Registrar of Retirement Villages.

40. LIMITATION OF LIABILITY FOR TRUSTEES

If the Licensee enters into this Agreement as trustee of a trust then:

40.1 That person warrants that:

- (a) That person has power to enter into this Agreement under the terms of the trust;
- (b) That person has properly signed this Agreement in accordance with the terms of the trust;
- (c) That person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and
- (d) All of the persons who are trustees of the trust have approved entry into this Agreement.

40.2 If that person has no right to or interest in any of the assets of the trust except in that person's capacity as trustee of the trust, that person's liability under this Agreement shall not be personal and unlimited but shall be limited to an amount equal to the value of the assets of the trust that are available to meet that person's liability unless the right of that person to be indemnified from the assets of the trust has been lost and, as a result, the other party to this Agreement is unable to recover from that person that amount.

PART C

1. Village Services Charge Calculation

The Operator shall be entitled to increase the Village Services Charge each year as at the Review Date to reflect increases in costs of Village Services.

2. Village Outgoings:

The Village Outgoings includes:

All costs, expenses and outgoings incurred by the Operator or on its behalf and paid or payable in respect of the Village and its management, supervision and operation, including but without limiting the generality of the foregoing:

- Rental payable by Operator under its leasehold interest in the Village land;
- All taxes in respect of the Village;
- All rates, levies, charges, assessments and fees payable to any government, territorial or local authority;
- Costs of compliance with any statute, regulation, by-law or other lawful obligation in respect of the Village;
- Charges for water, electricity and other utilities or services supplied to common areas and not separately payable by the licensees;
- Replacement and repair of Operator chattels, plant and equipment;
- Insurance premiums and associated valuation fees.
- Management services including payments to the Manager in relation to salaries, wages, fees and other remuneration of persons engaged in the management and operation of the Village;
- The costs of providing security, gardening and other services for the general use and benefit of the residents;
- Appropriate fees and expenses of the Statutory Supervisor, accountant and auditor.

The Resident shall not be liable to pay the cost of any capital expenditure by the Operator in respect of the development or further development of the Village.

PART D SERVICES AND FACILITIES

1. Services:

Service	Nature	Extent	Frequency
(a) Gardening	Planting and maintenance of gardens in common area.	Operator will arrange for all gardening work to be carried out.	Continuous maintenance, programmed to occur throughout the year.
(b) Lawn mowing	Common area lawns and edges.	Operator will arrange all lawn mowing.	As required.
(c) Repairs and Maintenance	Repairs and maintenance to Village community facilities, apartment exteriors and Operator's plant and equipment.	Operator will carry out all repairs and maintenance to a clean and safe working order, suitable for their intended use.	Continuous maintenance programme, with repairs undertaken as required.
	Repairs and maintenance to interior of apartment and Operator's chattels in apartment.	Repairs and maintenance to the interior of Units and the Operator's Chattels in the Units are carried out by the Operator. Some costs are included in the Weekly Fee and some costs are met by the Resident in accordance with the provisions of this Agreement.	As required.
(d) Personal assistance and supervision	Supervision of medication administration, check in visit, simple wound dressings being minor skin tears, showering and hygiene assistance	The Operator will arrange for these services to be provided by Howick Baptist Healthcare Limited the operator of the adjacent care facility. No nursing or medical services are provided directly by the Operator.	Services will be available in accordance with the contracted terms, as required.
	Emergency Service Response	24 hour response to emergency calls	As required.

Service	Nature	Extent	Frequency
(e) Provision of Meals	Breakfast, lunch and dinner available.	Resident may order these meals and are charged on a user pays basis. Residents are invoiced on a monthly basis.	Daily as required. As contracted by the Resident with the Operator. Meal packages may be arranged with the Operator.
(f) Shops and other services for provision of goods	Not available.	Not available.	Not available.
(g) Laundry Services	A laundry service is available.	May be purchased from the Operator. Residents are invoiced on a monthly basis.	As contracted by the Resident with the Operator.
(h) Hairdressing and other personal care services	Hair dressing.	Resident to pay on a user-pays basis.	By appointment arranged by Resident with provider of the service.
(i) Transport Services	Private bus transport.	For scheduled group outings.	As arranged by the Operator.
(j) Recreation and entertainment services	Organised recreational events.	Weekly Schedule of activities will be facilitated by Village staff.	Dependent on demand from residents.
(k) Security Services	Emergency call system.	Available in all apartments and in common areas.	24 hours a day 7 days a week.
	Grounds Security.	Perimeter security.	During night and as required.
(l) Other services	Home cleaning services.	May be purchased from the Operator and are charged on a user pays basis. Residents are invoiced on a monthly basis.	As contracted by the Resident with the Operator.

Unless otherwise stated, the costs of these services are included in the Outgoings Fee. Clause 8.3 sets out more information on the costs of services that are offered by the Operator.

2. Facilities:

Facility	Nature	Extent	Frequency
(a) Dining Facilities	Dining room.	Located in the community complex.	Sit down evening meal 3 times per week or as resident demand requires.
(b) Lounge or Television Room	Lounge and television area provided in Community Centre.	Available to all residents.	As required by residents.
(c) Laundry	A laundry is available in all two bedroom apartments. All other apartments have access to a laundry in the community complex. There are ironing facilities in the community laundries.	Residents of one bedroom and one bedroom +utility room apartments have use of the community laundry facilities at no charge.	As required by residents.

Unless otherwise stated, the costs of using these facilities are included in the Outgoings Fee.

PART E VILLAGE RULES

1. Suitable standards of dress and behaviour

A suitable standard of dress is expected in all common areas. For example dressing gowns and slippers are not appropriate attire outside your Apartment.

To ensure the quiet enjoyment of all Residents, noisy or offensive language or behaviour is unacceptable throughout the facility. Residents are also responsible for the conduct of their visitors.

2. Apartment presentation

To ensure that all areas throughout the facility retain a quality appearance Residents or visitors shall abide by the following:

- Only approved fixings to all walls.
- No laundry is to be dried or aired in any public or common areas including balconies.
- Should there be a requirement for window dressings other than that provided, approval must be sought.
- Deck furniture and pot plants need to be appropriate and safe as determined by the Manager.
- Those Apartments that have individual gardens must be maintained to an appropriate standard and if additional plantings are desired then they must be approved by the Manager. Inter tenancy garden gates have been installed to allow the Manager access to the gardens should that be required.
- The common garden area will be maintained by the Manager and no Resident plantings will be permitted.

3. Refuse and Recycle disposal

Wheelie bins are located in the laundry rooms on both floors clearly marked Rubbish or Recycle. All rubbish is to be bagged and recycling material is to be clean and dry. Each Resident is responsible for depositing household refuse/recycling material in the bins provided. Care must be taken when transporting refuse to ensure there are no spills or leaks.

4. Use of common room television

Residents need to be considerate of the enjoyment of others when watching common room television especially with regard to volume, channel selection and usage.

5. Books and games in the library

Books and games are for the enjoyment of all Residents. Please return books promptly and games are to remain in the lounge/library area.

6. Smoking

The Village has a smoke free policy and smoking/vaping is not permitted anywhere on the property including the Apartment, adjoining Rest Home and Hospital.

7. Mobility scooters

Care must be taken when using mobility scooters to prevent damage. In general they are not permitted past the basement car park. Smaller indoor scooters and motorised wheel chairs may be used in the Apartments with the approval of the Manager.

8. Security

The Manager will provide contracted security but it is the Resident's and Licensee's responsibility to ensure that their Apartment remains secure and when using the common areas, security is not compromised. Special attention is required for the main and parking lot entrance and the secure door to the corridor from the basement.

9. Animals

Pets may be brought subject to prior approval from the Manager and assuming suitability of the particular apartment. Generally speaking, the apartments are not suitable for animals, however exceptions may be made by the Manager. All pets are subject to a six-month trial period and final decision on suitability will take into account the pet, the owner and other resident's needs. If a pet is brought to the Village, its' care and all costs associated with this, are the total responsibility of the resident including if the resident is unwell, or away. The resident must also inform the manager in writing regarding who will look after the pet if the resident dies while a resident of the village.