



RYMAN HEALTHCARE

# **Bert Sutcliffe**

## **Retirement Village**

### **Disclosure Statement**

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# Disclosure Statement

## Bert Sutcliffe Retirement Village

### Disclosure Statement

<b>Bert Sutcliffe Retirement Village</b>	
Section 30(1)(a), Retirement Villages Act 2003	
<b>Disclosure date:</b>	1 September 2025
<b>Retirement village name:</b>	Bert Sutcliffe Retirement Village
<b>Retirement village street address:</b>	2 Rangatira Road, Birkenhead, Auckland
<b>Retirement village registered office:</b>	Airport Business Park, 92 Russley Road, Christchurch
<b>Retirement village address for service:</b>	Airport Business Park, 92 Russley Road, Christchurch
<b>Operator name:</b>	Bert Sutcliffe Retirement Village Limited
<b>Operator street address:</b>	2 Rangatira Road, Birkenhead, Auckland
<b>Operator registered office:</b>	Airport Business Park, 92 Russley Road, Christchurch
<b>Contact details:</b>	
<ul style="list-style-type: none"><li>Contact Person</li></ul>	Leanne O'Meara
<ul style="list-style-type: none"><li>Phone (landline)</li></ul>	09 483 2226
<ul style="list-style-type: none"><li>Email</li></ul>	<a href="mailto:Leanne.Omeara@bertsutcliffe.co.nz">Leanne.Omeara@bertsutcliffe.co.nz</a>
<b>Retirement village registration date:</b>	24 December 2014 (Registration No. 2616975)

# Disclosure Statement

## Bert Sutcliffe Retirement Village

### Introductory statement of information

#### ***Important information for intending residents***

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

You should read this disclosure statement carefully.

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

Ask questions.

You must obtain advice from a lawyer independent of the operator of the village before you sign an Occupation Agreement (i.e., a document which confers on any person the right to occupy a residential unit within the village and specifies any terms or conditions to which that right is subject).

It is common for there to be misunderstandings by residents and their families about:

- the kind of legal interest that the resident has in the village;
- what happens if the resident or their family wants to exit an Occupation Agreement;
- the fees and charges that apply to entering, moving between units within, and leaving the village;
- the ongoing fees and charges.

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

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

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### Summary of key terms of occupation rights

The Bert Sutcliffe Retirement Village is owned by Bert Sutcliffe Retirement Village Limited which is a wholly owned subsidiary of Ryman Healthcare Limited (*Ryman*).

Occupying a retirement village unit is different to ordinary home ownership, and it is important that you fully understand the nature of your occupation right. It is therefore important that you and your legal advisor review fully this disclosure statement, the Occupation Agreement and the information pack provided.

When you acquire the occupation rights to a Ryman retirement village unit you are granted a lifetime occupation right pursuant to an occupation agreement. This is supported by a mortgage in favour of the statutory supervisor.

At the time we grant you your occupation right, you make an interest free advance to us, known as an Occupancy Advance. In a Ryman village, repayment of your Occupancy Advance is secured by way of the mortgage in favour of the statutory supervisor.

You must also agree to pay a deferred management fee once your Occupation Agreement is terminated. This fee is paid by way of an offset against our repayment to you of the Occupancy Advance. The standard deferred management fee is either 25% or 30% of the Occupancy Advance (assuming the Occupation Agreement is not terminated within the first three years, in which case a lesser amount is payable), but this may differ if we have agreed alternative terms tailored to suit your personal circumstances.

When you terminate the Occupation Agreement, we then sell the occupation rights to the unit to a prospective resident on a similar basis. Once a sale has occurred and settled, you receive back the amount of your Occupancy Advance less the deferred management fee. You do not obtain any capital gain, nor do you incur any capital loss on the transaction.

While you are a resident you will pay to us a weekly fee, payable monthly in advance, which is calculated according to the level of services you select. You can choose whether your base weekly fee is fixed or indexed. Where it is fixed, for the entire period that you occupy your unit, the base weekly fee will never be varied regardless of any increases to the operating costs of the village. Where the base weekly fee is indexed, it will be increased annually by the same percentage as the New Zealand superannuation rate.

In addition to enjoying the lifetime occupation right and the use of the community facilities a Ryman resident also gains peace of mind from knowing that a Ryman village provides a range of care options, including assisted living and rest home care. As the occupant of a Ryman retirement village unit you have the comfort of knowing that you will have priority access to such care options over non-residents at the time of your transfer. If a space for the type of care the village offers is unavailable at the time of your transfer, we will do our best to accommodate you at another Ryman village that provides the level of care you need.

Please read this disclosure statement carefully, and do ask questions, if you have any queries or concerns.

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## Bert Sutcliffe Retirement Village

### 1 The village

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#### 1.1 Ownership and management of the village

(a) **The operator**

We – Bert Sutcliffe Retirement Village Limited – are the owner and operator of the Bert Sutcliffe Retirement Village. We are a wholly owned subsidiary of Ryman Healthcare Limited and are a company registered under the Companies Act 1993.

Our directors are:

- (i) Matthew Thomas Prior, Chief Financial Officer.
- Marsha Elizabeth Cadman, Chief Operating Officer.

(b) **Interests affecting the operator**

*The statutory supervisor holds, or will hold:*

- ***for independent and serviced unit residents such as you:***  
a first-ranking mortgage over our interest in the village (other than the care and community facilities and our interest in units for which life titles are issued to residents under previous occupation agreement terms) – to protect your interests as an independent or serviced unit resident;
- ***for applicable care suite residents:***  
a first-ranking mortgage over the care facilities at the village – to protect applicable care suite residents at the village.

Where the care facilities and the village land form part of the same title, this will be the same mortgage.

Where the care facilities and the village land are on separate titles, these mortgages will be separated.

In addition, a memorial will be registered on the title to the land on which your unit is situated. This memorial provides you with legislative protection under the Retirement Villages Act 2003 (*Retirement Villages Act*) for your lifetime occupation right and your right to enjoy the community facilities.

*New Zealand Permanent Trustees Limited as security trustee for the lenders to the Ryman group (NZPT) holds or will hold:*

- a second ranking mortgage (behind the statutory supervisor mortgage referred to above) over the land at the village on which care facilities are located – where the care facilities are in a separate title or combined only with the community facilities;
- a first-ranking mortgage over the land at the village on which community facilities are located – where the community facilities are in a separate title; and
- a general security agreement over the assets and undertakings of the operator.

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None of these will affect your rights to use the community facilities nor will it affect your residential unit.

The maximum amount able to be secured under NZPT's interests is \$500 million.

(c) **Ownership structure**

- The village is owned by us (or, for some parts of the village, by a separate unit title body corporate that we control), except for life interests held by residents in respect of their units.
- You *as a resident* have the exclusive right to occupy your unit for life. Your rights will be secured by the statutory supervisor, who will hold a mortgage over our interest in the village (other than our interest in units for which life titles are issued to residents under previous occupation agreement terms and our interest in the care and community facilities).

(d) **Management arrangements**

We are responsible for the management of the village, as well as being the operator, with support services being provided by our parent company, Ryman.

Our contact details are listed at the front of this disclosure statement.

The key management personnel at the village (and their contact details) are:

- Village Manager      09 482 1777
- Clinical Manager      09 482 1777
- Village Co-ordinator   09 482 1777
- Sales Advisor          09 483 2226

The village will be staffed 24 hours a day, seven days a week. One of the management personnel will always be on call in cases of emergency.

Our parent company, Ryman, is an NZX listed company which has built and operates over thirty eight retirement villages across New Zealand over a period of more than forty years.

There is currently no committee of residents of the village. The owner of the village currently meets, or intends to meet, with all the residents on a bi-monthly basis.

(e) **Statutory supervisor**

Under the Retirement Villages Act, the operator of a retirement village must appoint a statutory supervisor for the village unless the Registrar of Retirement Villages grants the operator an exemption.

The core duties of a statutory supervisor are to:

- provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the retirement village; and
- monitor the financial position of the retirement village; and

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- report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and
- perform any other duties that are imposed by the Retirement Villages Act or any other laws, any regulations made under the Retirement Villages Act, and any documents of appointment.

The statutory supervisor (and its contact details) for the village is:

Anchorage Trustee Services Limited  
C/- Duncan Cotterill  
148 Victoria Street  
Christchurch 8013

Bridget McCormick  
Phone: 0800 888 093  
Fax: 03 379 2430  
Email: [b.mccormick@anchorage trustees.co.nz](mailto:b.mccormick@anchorage trustees.co.nz)

Anchorage is statutory supervisor for the village under a deed of supervision. Anchorage has been granted a licence to act as a statutory supervisor by the Financial Markets Authority, pursuant to the Financial Markets Supervisors Act 2011.

#### 1.2 Features of the village

##### (a) State of the village

The village was opened on a staged basis from mid-2016.

A multi storey building houses the care facility providing resthome, hospital and dementia level care, together with serviced apartments and the village centre.

Surrounding the central facilities are independent apartments.

The buildings are all block or brick construction with a solid plaster finish and concrete tile roof, and are complemented by asphalt driveways and roadways, professionally landscaped gardens, pathways and street lighting. Heating appliances are fitted within all buildings.

The serviced apartments and independent units are fitted with an emergency call alarm system which is monitored by staff on-site 24 hours per day. The independent units are also fitted with a never alone monitoring system.

There may be future development of care facilities and/or retirement village units, however no commitment has been made as yet. The number of retirement village units and/or care facilities which might be built in the future has not yet been determined, and you should be aware that the community facilities are to be shared with the occupiers of any new units built.

As at the date of this disclosure statement there were 81 serviced apartments (14 of which are unoccupied) and 225 independent apartments (4 of which are unoccupied).

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In the twelve months preceding the date of this disclosure statement we sold occupation rights to the following residential units:

#### Resale (Previously Occupied) Units

- Serviced Units – 26 sold with time taken to sell each unit ranging from 62 to 180 days with an average of 160 days;

Actual days to payout were: 180 (unit BTSA100), 180 (unit BTSA106), 180 (unit BTSA110), 130 (unit BTSA501), 92 (unit BTSA505), 179 (unit BTSA600), 180 (unit BTSA602), 180 (unit BTSA608), 180 (unit BTSA609), 180 (unit BTSA612), 127 (unit BTSA616), 180 (unit BTSA617), 62 (unit BTSA620), 180 (unit BTSA620), 180 (unit BTSA621), 103 (unit BTSA702), 180 (unit BTSA703), 180 (unit BTSA705), 180 (unit BTSA706), 179 (unit BTSA707), 180 (unit BTSA708), 180 (unit BTSA800), 103 (unit BTSA804), 180 (unit BTSA807), 141 (unit BTSA906), 180 (unit BTSA907).

- Independent Units – 17 sold with time taken to sell each unit ranging from 65 to 180 days with an average of 150 days;

Actual days to payout were: 154 (unit BTIAA05), 180 (unit BTIAA41), 115 (unit BTIAB09), 112 (unit BTIAB42), 180 (unit BTIAB45), 180 (unit BTIAC02), 180 (unit BTIAC06), 110 (unit BTIAC42), 164 (unit BTIAD11), 180 (unit BTIAD28), 148 (unit BTIAD46), 180 (unit BTIAE03), 179 (unit BTIAE12), 179 (unit BTIAF11), 69 (unit BTIAF47), 179 (unit BTIAF49), 65 (unit BTIAG12).

New (Previously Unoccupied) Units – Nil

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#### (b) Facilities in the village

You may refer to the village compendium (which is provided to you on taking up occupation at the village) for more information on the facilities and their availability. The facilities are for the shared use of the residents only, and the availability may change from time to time as advised by the Village Manager.

	Facility:	Limits on Availability:
✓	dining facilities	at the nominated times for breakfast, lunch and tea
✓	lounge or television room	no limits
✓	laundry	for use of serviced apartment residents only
✓	gymnasium	by way of keycode access only, the Village Manager reserves the right to request a GP assessment prior to issuing the access code
✓	spa pool	as for the gymnasium
X	health clinic	
✓	swimming pool	as for the gymnasium
X	tennis court	
✓	petanque court	no limits
✓	bowling green	no limits
✓	library	no limits
	Other:	Limits on Availability:
✓	theatre	No limits
✓	café/shop (combined)	open at nominated times
✓	billiards room	no limits
✓	bar	open at nominated times
✓	chapel/reflection room	no limits
✓	outside courtyard	no limits
✓	roof garden	no limits
✓	scooter bay	no limits
✓	arts and craft room	no limits
✓	activities room	no limits
✓	beauty therapy	beauty therapy hours are provided in the compendium. Appointments are made directly with the beauty therapist.

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✓	hair salon	the salon hours are displayed in the salon and are provided in the compendium. Appointments are made directly with the hairdresser.
✓	residents' workshop	8.30 am to 6.00 pm daily
✓	Wi-Fi internet	Wi-Fi access available in the village centre

#### (c) Services available at the village

You may refer to the village compendium (which is provided to you on taking up occupation at the village) for more information on the services available. The services (and the cost of those services) offered may change from time to time as advised by the Village Manager.

Service:	Nature, extent and frequency:
✓ gardening	permanent staff are employed at the village on weekdays to maintain the gardens
✓ lawnmowing	as for gardens
✓ repair and maintenance	as for gardens
✓ nursing and medical services	there are staff on-site 24 hours a day to respond to matters requiring urgent attention. Regular nursing services will be provided on request, at the discretion of the Village Manager.
✓ provision of meals	meals are available each day in the dining room and a sample menu has been provided in your information pack. The menu and meal serving times are provided in the compendium.
✓ shops and other services for the provision of goods	the shop hours are displayed in the shop window and are provided in the compendium.
✓ laundry services (other than facilities to do own laundry)	available on a continuing basis on request to the Village Manager.
✓ hairdressing and other personal care services	the salon hours are displayed in the salon and are provided in the compendium. Appointments are made directly with the hairdresser.
✓ transport services	the activities programme includes scheduled visits to the shops and outings. A sample activities programme is provided in your information pack.
✓ recreation and entertainment services	as for transport

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✓	security services	there are staff on-site 24 hours per day plus there are regular patrols conducted by a security company at night.
	<b>Other:</b>	<b>Nature, extent and frequency:</b>
✓	Wi-Fi internet	Wi-Fi access available in the village centre

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The village also offers resthome, hospital and dementia level care in the care facility, to which the retirement village residents enjoy priority access over non-residents at the time of transfer.

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### 2 Your rights, interests and responsibilities

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#### 2.1 Before securing a residential unit

(a) **Charges to secure an interest in a residential unit**

An *initial deposit* of part of the Occupancy Advance must be paid when your application has been accepted by us and approved by your solicitor. The amount of the deposit will be advised to you before you complete your application.

The *balance of the Occupancy Advance* is payable following your entry into the Occupation Agreement with us, and on taking possession of your unit. The amount of the Occupancy Advance is determined by us and is agreed by you in writing by entering into the Occupation Agreement.

Any of these payments you make to us will be held by the statutory supervisor until settlement under your Occupation Agreement.

If you cancel your Occupation Agreement in accordance with the cooling-off provision (as provided by section 28 of the Retirement Villages Act), any moneys you paid to us will be returned to you.

In addition, we will refund the Occupancy Advance in full, with no deduction for deferred management fees, if you advise us in writing within 5 working days at the expiry of 90 days after the occupation date of the unit that you are unhappy with your unit and wish to make arrangements to leave the village. This right may only be exercised if you have fully paid the Occupancy Advance and taken possession of your unit with the express intention of permanently residing in the unit. This right does not apply if you have transferred to your unit from another Ryman unit, if you leave your unit due to health needs, or in the event of death.

In the event that this right is exercised, we will refund the Occupancy Advance no later than 30 days after you have permanently vacated your unit, removed all your possessions and completed and returned all the paperwork we need from you on termination of your Occupation Agreement. For the avoidance of doubt, the weekly fees will remain payable until you permanently vacate your unit and remove all your possessions.

#### 2.2 While occupying your unit

(a) **Your rights in relation to your unit**

As a resident, you will have the following rights in relation to your unit:

- To grant a security interest in the termination proceeds in your unit.
- To have a guest stay with you temporarily for up to two weeks, with prior notice to us. We will act reasonably in considering any request for a guest to stay longer than two weeks.
- To keep a pet in the unit, subject to our approval.

(b) **Prohibitions in relation to your unit**

As a resident, you are prohibited from doing the following in relation to your unit without our consent, in our absolute discretion:

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- Letting the unit to another person.
- Having a member of your family (including a de facto partner) stay with you on a permanent or long-term basis.
- Having a person stay with you as a companion or carer for you.
- Having a person board with you in your unit.
- Having a person stay in the unit to mind it while you are away.

(c) **Responsibilities when living in or using your unit**

As a resident, you will be responsible for the following matters in relation to your unit:

- You may only use your unit for your personal occupation and must not be responsible for anything which causes disturbance, nuisance or annoyance to other residents or those occupying neighbouring properties.
- You may not undertake any alterations or additions to your unit without our prior consent, which we may withhold in our sole discretion.
- If your unit is an independent unit, or a serviced unit where we do not provide laundry, cleaning or other care facilities for you, you must at all times keep your unit, its surrounds, and the chattels provided by us in your unit:
  - tidy and clean;
  - in good and proper condition; and
  - in like state of repair and condition as what they were in at the start of your occupancy, subject to fair wear and tear.
- You may only use your balcony or patio for placement of pots and approved outdoor furniture. For the avoidance of doubt, you may not place laundry in these locations.
- You will replace at your cost (with replacements of at least the same quality and power) all light bulbs when they wear out or break.
- You will permit us (or persons authorised by us) to enter your unit, causing as little disturbance as possible to you, in order to do the following:
  - inspect your unit;
  - give care and assistance to you; and
  - carry out any repairs or alterations (either needed or desired).
- The village is a smoke-free area, save for some historic resident rooms where smoking is permitted (please note that this is limited to those rooms, not communal areas). As an incoming resident you must not smoke anywhere in the village (including in or around your unit) and you must ensure that any person visiting you also refrains from smoking anywhere in the village. This includes cigarettes, cigars, e-cigarettes, vapes, electronic nicotine delivery systems and any other tobacco products or similar items. For existing residents who currently smoke, Ryman is offering assistance to help them quit.

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- During any pandemic or health event such as a virus or disease outbreak (or similar) in the community we may set additional rules relating to living in the village. These could include restrictions on accessing some or all of the community facilities and services. Different rules may apply depending on whether or not you are vaccinated against the relevant virus/disease. You will comply with these rules, and use reasonable efforts to ensure your guests also comply.

(d) **Charges to pay**

There are ongoing charges while you are a resident of the village.

***Deferred management fee***

The deferred management fee is a fee for your right to occupy your unit and enjoy the village facilities. However, no payment in relation to this fee is due during the time in which you occupy your unit. Instead, this fee is payable by way of deduction from your Occupancy Advance when it is due to be repaid. Full details of the fee are set out in section 2.3(c).

***Weekly fee***

During your occupancy there is a weekly fee which you are required to pay monthly in advance. The amount payable will be adjusted proportionately for any part-weeks. The amount of this weekly fee is initially set by us (taking into account all relevant factors including our overhead costs) at the time you enter into your Occupation Agreement with us. Residents and intending residents have no direct role in the setting of the weekly fee.

The total amount of the weekly fee varies from resident to resident because the fee is broken down into a base weekly fee and a variable additional service fee, as set out below. The total weekly fee payable by you, taking into account the additional services you have expressed interest in, is set out in Appendix One.

***Base weekly fee***

The base weekly fee is an amount payable by all residents of the village. It is inclusive of any body corporate charges. You can choose whether to fix your base weekly fee, or to agree to an indexed base weekly fee. If you fix your base weekly fee, then it will not increase for the entire period you occupy your unit. If you choose an indexed weekly fee, then your base weekly fee will be reviewed annually and the base weekly fee will be increased by the percentage increase in the New Zealand Superannuation Rate, based on the increase for the previous 12-month period, 1 April to 31 March.

The following services are provided to all residents of independent and serviced units, and are covered by the base weekly fee:

- rates (including water rates);
- building insurance;
- gardening and ground maintenance;
- maintaining and operating the community amenities;
- exterior maintenance of the unit, including inside and outside window cleaning;

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- security – never alone monitoring system (independent units only) and emergency call alarms monitored 24 hours a day by our own staff;
- social time at weekly happy hour;
- engage activities programme;
- scheduled transport services and outings;
- Triple A exercise programme; and
- village management and administration.

In addition, residents of serviced units receive the following services, which form part of their base weekly fee:

- electricity & heating;
- housekeeping;
- ongoing health assessment and monitoring;
- linen changed (as needed);
- fresh towels;
- daily main meal in the dining room;
- daily morning and afternoon tea.

The base weekly fee for a serviced apartment resident is set at a level which is less than the current rate of NZ Superannuation for a single person living alone.

#### ***Additional service fee***

The additional service fee is a variable amount depending on which additional services you choose to have provided over and above those services which form part of the base weekly fee. At the time you enter your Occupation Agreement with us, both parties will agree the level and provision of additional services required by you and the charges applicable in respect of them. In all cases you will agree to the provision of services and the charges payable for them in advance.

We may change these services at our discretion, such as by offering further services, removing existing services, or modifying existing services. We may also increase the Additional Service Fee from time to time by giving you at least one month's notice.

Details of the additional services are available on request to the Village Manager.

Details of the additional services which you have expressed an interest in receiving, and the applicable charges, are set out in your application form. Where any services are provided to you by an external provider (e.g. an external hairdresser or phone/internet services), the amount payable for those services will be paid directly to the external provider and the charge will be determined by the external provider.

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(e) **Insurance**

We hold full replacement insurance for your unit and for its fixtures and fittings. In addition, our insurers have waived their right (of subrogation) to make any claims against you.

Insurances carried by Ryman Healthcare Limited on behalf of the Operator include Business Interruption, Professional Indemnity, General Liability, Directors and Officers Liability, Statutory Liability & Employers Liability.

We will use our reasonable endeavours to provide temporary accommodation if your unit is damaged and your unit is unable to be occupied during repair.

You are responsible for your belongings and the chattels in your unit. It is your responsibility to effect contents insurance in respect of your possessions and your chattels.

If the village was totally destroyed and we choose not to rebuild your unit (for example, in the case of severe earthquake damage) then, in some circumstances:

- No deferred management fee would be charged to you; and
- You would receive your full Occupancy Advance.

(f) **Maintenance and refurbishment**

We are responsible for undertaking all maintenance in respect of the village dwellings and community facilities.

We are responsible for refurbishment of the interior of your unit following termination of your Occupation Agreement. You will be responsible for the cost of refurbishing the unit, or the maintenance or replacement of any chattels provided by us in the unit, where we reasonably believe you or your guests deliberately or carelessly caused the damage or loss.

We will maintain the chattels provided to you in your unit, and replace these when we reasonably believe they have reached the end of their useful life. If you choose to replace items in your unit which we think remain in working order (such as carpets or curtains) replacement will be at your cost and will be subject to our approval.

You can ask for additional chattels or modifications to be installed in the unit, at your cost, that are not offered by us as a standard feature. We need to agree to your request. You will be responsible for maintaining the additional chattels/modifications unless we agree otherwise in writing. If the additional chattels/modifications need to be replaced, it will be your choice whether or not to replace them at your cost. No amounts are payable to you for the additional chattels/modifications when you leave the unit.

Note that there is no separate maintenance or sinking fund for the village.

(g) **Your changing needs – alterations and disabilities**

If you have a disability you have the right, where practicable, to ask us to make alterations to the unit if it does not meet your needs under the following conditions:

- the alterations do not disturb the quiet enjoyment of the village by other residents, or unreasonably harm or alter the aesthetics of the village;
- such alterations must be approved by us in advance;

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- the works must be arranged or undertaken by us;
- the cost of such alterations will be to your account and must be paid for in advance;
- we have the right to reinstate the alterations when you vacate the unit (prior to the unit being reoffered); and
- any such costs of reinstatement will be to your account (and deducted from your Occupancy Advance on repayment).

Subject to the above, you may by mutual agreement with us arrange for us to undertake alterations to your unit to meet your needs.

There may be a situation where it is impractical to make alterations or it is unsafe for you to remain in your unit, at which point we will offer you priority access to other units which are suitable or to the care facility.

(h) **Access to financial accounts and other documents**

Under the Retirement Villages Act we must prepare financial statements relating to us. These financial statements will be audited by our auditors as required under the Retirement Villages Act, and the annual financial statements will be filed with the Registrar of Retirement Villages and as otherwise required by law. We will also provide a copy to the statutory supervisor.

Our most recent audited financial statements are available to you (or your personal representative) free of charge.

The village has adopted policies and procedures which, together with the Occupation Agreement and disclosure statement, address fully the provisions of the Code of Practice. The village's full fire protection and emergency management policy and evacuation procedure will be provided in your compendium when you take up residence. In addition, you may request a copy of the evacuation scheme and the fire and evacuation drill records at any time. A copy of the Code of Practice is attached as Appendix B.

(i) **Miscellaneous issues arising during your occupancy**

**(i) Moving into another unit**

In the event you are offered occupation rights to another unit within the village:

- you will be required to pay the deferred management fee in respect of your existing unit/occupation agreement;
- you will be responsible for the payment of any other incidental costs (including third party costs) arising from you moving from your unit into another unit;
- a new Occupancy Advance will be payable in respect of the new unit/occupation agreement; and
- occupation rights to the new unit will be offered to you on the terms and conditions, including price, applying to that unit at the time of the offer.

If you agree to the offer you will enter into a new Occupation Agreement in respect of the new unit. However, the cumulative deferred management fee percentage will not

## Disclosure Statement

### Bert Sutcliffe Retirement Village

exceed the amount agreed in respect of your first unit (see also 2.3(c) for further details for the deferred management fee).

**(ii) *Moving into a rest home, hospital or special care facility within your retirement village***

Because the retirement village shares premises with a rest home and hospital, under your Occupation Agreement you have priority access to these care facilities over non-residents at the time of your transfer.

The terms on which we provide that care will be the standard terms being offered by us at the time of your move into the care facility. If it is a temporary period of care, then the base weekly fee will continue to be payable in respect of your unit.

**(iii) *Effect of marriage etc. on your agreement***

If you marry or enter into a civil union (irrespective of whether you were in another marriage or civil union when your Occupation Agreement was made) your Occupation Agreement is not affected. However, your new spouse or civil union partner will need to apply to become a resident if the spouse or partner wishes to reside at the village. Our usual terms and conditions will apply in respect of that application.

### 2.3 After leaving your residential unit

**(a) The sale of your residential unit by us**

We control the sale of the occupation rights to your unit.

We undertake the sale and marketing of occupation rights to your unit on the termination of your Occupation Agreement.

If we have not repaid your Occupancy Advance (less the deferred management fee) within 6 months from the date you vacated your unit, interest will accrue on the balance of the Occupancy Advance owing to you (less the deferred management fee). Interest will be:

- (i) calculated quarterly at 11:00am on the first business days of January, April, July and October of each year;
- (ii) at a rate equal to the Official Cash Rate (as set by the Reserve Bank of New Zealand) on that date plus 1%; and
- (iii) paid to you when we repay your Occupancy Advance.

**(b) Prospective residents**

You are welcome to introduce a prospective resident to us, but we will only approve any person you introduce if they meet the entry criteria for the village and offer to acquire an occupation right at market value.

**(c) Charges for a resident leaving permanently**

- *Weekly fee:* As an outgoing resident you are required to continue to pay the base weekly fee until the end of the day on which you permanently vacate your unit and remove all your possessions.
- *Selling and marketing costs:* We control the sale process, and no selling and marketing costs are payable by you.

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- *Deferred management fee:* The deferred management fee is a fee for your right to occupy your unit and enjoy the village facilities.

The amount of the deferred management fee is determined by us prior to you entering into your Occupation Agreement with us. Residents and intending residents have no direct role in the setting of the deferred management fee. It is inclusive of GST (if any) and is usually either 25% or 30% of your Occupancy Advance, as recorded in your Occupation Agreement (unless a bespoke deferred management fee has been agreed with you).

The amount of your deferred management fee will be determined at the date on which you permanently vacate your unit (including removing all of your possessions and completing any required paperwork).

Except in certain cases where no deferred management fee is payable by you, the minimum amount of your deferred management fee will be:

- (a) 4% of the Occupancy Advance where the "Terms" section of your Occupation Agreement records the deferred management fee as being 25%; or
- (b) 6% of the Occupancy Advance where the "Terms" section of your Occupation Agreement records the deferred management fee as being 30%.

This minimum amount will apply irrespective of when you vacate your unit permanently (including where you permanently vacate your unit immediately after the Occupation Date).

Your deferred management fee also increases at the beginning of each month from the Occupation Date on the following basis:

- (a) Where the "Terms" section of your Occupation Agreement records the deferred management fee as being 25%, at a rate equal to 7% of the Occupancy Advance per annum from the Occupation Date to the date you permanently vacate your unit (including removing all of your possessions and completing any required paperwork), apportioned on equal monthly instalments, up to a maximum amount of 25% of the Occupancy Advance.
- (b) Where the "Terms" section of this Agreement records the Deferred Management Fee as being 30%, at a rate equal to 8% of the Occupancy Advance per annum from the Occupation Date to the date you permanently vacate your unit (including removing all of your possessions and completing any required paperwork), apportioned on equal monthly instalments, up to a maximum of 30% of the Occupancy Advance.

Where your DMF is 25% or 30% of the Occupancy Advance, it will therefore have fully accrued by the third anniversary of the Occupation Date (except in limited circumstances where no deferred management fee is payable by you).

Payment for this is made by way of set-off against the Occupancy Advance at the time of repayment.

Calculation of the deferred management fee for residents who transition between units at the village is outlined in section 2.2(i)(i).

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### Bert Sutcliffe Retirement Village

#### (d) Relevant deductions and refunds

- *Refund of Occupancy Advance (less the deferred management fee):* You are entitled to a refund of the Occupancy Advance (less the deferred management fee) following the termination of your Occupation Agreement and the entry into, and settlement of, a new Occupation Agreement by a replacement resident.

Note that the replacement resident may move into the unit before their cooling-off period of 15 days has expired. In this situation your Occupancy Advance will be repaid upon the expiry of the cooling-off period.

We reserve the right in our absolute discretion to repay your Occupancy Advance (less the deferred management fee) at any time prior to settlement with a new resident under an Occupation Agreement.

- *Deduction of the deferred management fee:* The deferred management fee is inclusive of GST (if any) and is deducted from the Occupancy Advance at the time the Occupancy Advance is repaid to you. Full details of the fee are set out in section 2.3(c) above.

#### (e) Estimated financial return on the refund of your Occupancy Advance

The estimated financial return that you can expect to receive on the refund of your occupancy advance is set out in Appendix One, which has been provided to you along with your application form. Appendix One also includes a summary of some further key terms applying to the occupation of your residential unit, which is based on the Retirement Villages Association standard key terms summary. This appendix should be read in conjunction with and forms part of this disclosure statement.

The capital amount payable on termination is equal to the Occupancy Advance paid by the resident less the deferred management fee. Full details of the deferred management fee are set out in section 2.3(c) above.

The estimated financial return is not directly affected by the termination of the Occupation Agreement arising out of a breach of the Occupation Agreement by a resident or a decision of the resident to terminate the Occupation Agreement voluntarily.

## 3 Your Occupation Agreement

### 3.1 Your right to cancel the Occupation Agreement (cooling-off period)

In certain circumstances you are entitled to cancel your Occupation Agreement.

- As a resident you are entitled to cancel within 15 working days of signing your Occupation Agreement (this period being known as the “cooling-off period”).
- You are also entitled to cancel your Occupation Agreement if it relates to a unit to be built or completed at a later date and the unit is not finished to the point of practical completion within 6 months after the proposed date for completion of the unit.

This right is given by section 28 of the Retirement Villages Act, which is set out in full in Part A of the Schedule and should be referred to in detail if you are intending to cancel your Occupation Agreement.

## Disclosure Statement

### Bert Sutcliffe Retirement Village

Note that your Occupation Agreement does not contain more favourable cooling-off and cancellation provisions than section 28.

#### 3.2 Avoiding the Occupation Agreement

In certain circumstances you may be entitled to avoid your Occupation Agreement, including if the circumstances involve:

- you having entered the Occupation Agreement with a significant detriment to you;
- a material breach of the Retirement Villages Act; and/or
- deliberate misconduct by us.

Schedule 5 of the Retirement Villages (General) Regulations 2006 is set out in full in Part B of the Schedule and should be referred to in detail if you are intending to avoid your Occupation Agreement. You should also seek legal advice before using the right.

#### 3.3 Varying your Occupation Agreement

Your Occupation Agreement with us may only be amended by the written agreement of us and you.

#### 3.4 Terminating your Occupation Agreement

- If your Occupation Agreement is terminated and there is another person living in the unit who is a resident and a party to the Occupation Agreement, that person is entitled to remain in the unit.
- Details of charges which continue to be payable by you after the termination of your Occupation Agreement are set out in section 2.3(c).
- Details of the process to be followed in finding a new resident for your vacated unit are set out in section 2.3(a).
- You are not exposed to any capital gain or capital loss on termination of your Occupation Agreement.

## 4. Complaints process

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#### 4.1 Complaints policy

To ensure the highest standard of care and service is offered to our residents living within this village, a clear and accessible complaints policy is available. This is available on request or can be obtained from the village reception. The policy sets out details of the particular steps involved in resolving a formal complaint.

If the complaints procedure has been followed as required by the Retirement Villages Act, you or we may refer any dispute to a disputes panel under Part 4 of the Retirement Villages Act. Part 4 sets out a procedure that you and we will follow to resolve our dispute, and is overseen by the Retirement Commissioner.

We encourage you, your relatives and visitors to feel confident to voice concerns or compliments regarding the care and services offered within this facility to appropriate personnel. We believe that any complaints or issues you may have should be actively acknowledged and we are committed to resolving them.

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### Bert Sutcliffe Retirement Village

Every person has the right to complain and a complaint does not necessarily need to be made in writing. Your complaints may be made anonymously, but in this situation, it cannot be responded to individually. We are genuinely committed to ensuring that all complaints or suggestions are documented, viewed seriously, investigated and followed up promptly.

At all times we are committed to ensuring open and effective dialogue with you, your relatives and visitors and we make every effort to ensure a timely, positive and satisfactory outcome and resolution to all complaints received by our management team.

#### **4.2 Making a complaint or suggestion**

You and your family must feel secure that you will not be adversely affected by exercising your right to question the service being provided. Therefore, our village gives you absolute assurance that the continuity of service will be maintained during the facilitation and resolution of any concern or complaint.

Always feel welcome to approach or contact the Manager or the senior person on duty directly to discuss any issue pertaining to care and services. The Manager is generally available within working hours during weekdays, but to ensure availability it is recommended you make a mutually convenient appointment time by contacting the village reception. You should feel free to bring a support person or advocate.

Some issues or concerns are genuine misunderstandings or minor and can be immediately attended to and rectified to each person's satisfaction. In this case a formal complaint process may not need to be instituted in full.

You should feel free at any time to ask the Manager for information about your rights as a resident. The Retirement Commissioner has also published information about your rights, and the complaints and disputes procedure.

#### **4.3 Other Options Available**

In the first instance we recommend and encourage you to approach the Manager of your village with your complaint or concern so it can be investigated and resolved at the village. In the event that a satisfactory outcome is not achieved with the Manager or through the complaints policy then there are other options available to you.

You may engage the assistance of the following people:

- The Chief Executive, Ryman Healthcare, PO Box 771 Christchurch, Phone 0800 588 222
- The Statutory Supervisor, Anchorage Trustee Services Ltd, PO Box 5 Christchurch, Phone 0800 888 093
- The Executive Director, Retirement Village Association, PO Box 25 022, Panama Street, Wellington, Phone: 04 499 7090

# Disclosure Statement

## Bert Sutcliffe Retirement Village

### 4 Schedules

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#### Schedule - Part A:

#### Section 28 Retirement Villages Act 2003 (cancellation of your Occupation Agreement)

##### Cooling-off period and cancellation for delay

*(below is a copy of the full text of section 28 of the Retirement Villages Act 2003)*

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

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### Bert Sutcliffe Retirement Village

#### Definitions

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

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

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

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

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

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

*resident* means any of the following:

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

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

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

- (a) gardening, repair or maintenance services;
- (b) nursing or medical services;
- (c) the provision of meals;
- (d) shops and other services for the provision of goods;

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- (e) laundry services (not being the provision of facilities for residents to carry out their own laundry);
- (f) services (for example, hairdressing services) for the personal care of residents;
- (g) transport services;
- (h) services for recreation or entertainment;
- (i) security services;
- (j) other services for the care or benefit of residents.

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#### Schedule - Part B:

#### Schedule 5 Retirement Villages (General) Regulations 2006 (avoiding your Occupation Agreement)

##### Information about avoiding occupation rights agreement

*(below is a copy of the full text of Schedule 5 of the Retirement Villages (General) Regulations 2006)*

Section 31 of the Retirement Villages Act 2003 gives you the right to avoid an agreement that you enter into for the right to occupy a residential unit in a retirement village, but only if you enter into the agreement in the circumstances described in a row of the table below and the circumstances involve -

- (a) a significant detriment to you; or
- (b) a material (not merely technical or minor) breach of the Act; or
- (c) deliberate misconduct by the operator of the village.

You can use the right only by giving written notice to the operator of the village, and the statutory supervisor (if there is one) of the village, within the period described in the relevant row of the table.

Circumstances	Period
The village was not registered, but was required to be	3 years after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
The registration of the village was suspended, and the operator had been notified of the suspension	3 years after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
The agreement did not contain, in clear and unambiguous form, the material it was required by the Act to contain	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
You did not receive independent legal advice before entering into the agreement	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
Before entering into the agreement, you did not receive a disclosure statement that complied with the Act, the residents' code of rights, the code of practice or a statement when the code would come into force, and a copy of the agreement	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first

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You should seek legal advice before using the right.

If you use the right, you are entitled to a refund of some amounts you paid for the right to occupy the unit and for services or facilities that were not provided, interest on those amounts, and your actual and reasonable costs associated with using the right (such as legal expenses and removal costs).

The operator may dispute your use of the right, refer the dispute to a disputes panel under the Retirement Villages Act 2003, and refuse to pay the refund while the dispute is unresolved.

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## Bert Sutcliffe Retirement Village

### Schedule - Part C: Resident Code of Rights

#### Services and other benefits

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

#### Information

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

#### Consultation

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

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

#### Right to complain

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

#### Disputes

You have the right to a speedy and efficient process for resolving disputes between you and the owner or between you and other residents of the village.

#### Use of support person or representative

You have the right, in your dealings with the owner or other residents of the village, to involve a support person or a person to represent you. The cost of involving a support person or person to represent you must be met by you.

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

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

#### Right not to be exploited

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

#### Your obligations to others

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

#### Operator's contact person

If you want more information about your rights or wish to make a complaint against the owner or another resident, the owner's contact person is the Village Manager, 09 570 0070.

#### Other contact persons

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

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- the statutory supervisor
- the Registrar of Retirement Villages
- the Retirement Commissioner

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#### Appendix One: Disclosure Statement Information

**Intending resident specific details- note a completed Appendix One will be disclosed separately when signing the Application Form**

This appendix forms part of the disclosure statement and should be read in conjunction with the remainder of the disclosure statement. It outlines the specific details related to you and your selected Unit.

A1: Details of Unit in which you have expressed an interest		
Unit:		
Occupancy Advance		\$
Deferred Management Fee		25% / 30%
A2: Details of services in which you have expressed an interest (inclusive of GST)		
Weekly Fee Fixed or Indexed		[Fixed / Indexed]
Base Weekly Fee	Independent Living/Assisted Living	\$
Additional Services	Support Plus/Full Service/Other	\$
Total Weekly Fees		\$

#### Estimated financial return on the refund of your Occupancy Advance

The estimated financial return that you can expect to receive on the refund of your Occupancy Advance is set out in the table below:

Length of time	Initial capital amount:	*Deduction for Deferred Management Fee:	Estimated refunds / financial return:
Day One (1)	\$	\$	\$
One (1) Year	\$	\$	\$
Two (2) years	\$	\$	\$
Three (3) years plus	\$	\$	\$

\*Different terms apply if the resident leaves the unit due to a damage or destruction event or if the operator has terminated the resident's occupancy.

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The capital amount payable on termination is equal to the Occupancy Advance paid by the resident less the Deferred Management Fee. Full details of the Deferred Management Fee are set out in the disclosure statement.

Accordingly, the estimated financial return will reduce for each of the three years and will remain the same from the end of year three until termination.

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### Summary of further key terms

Key term	Details for resident/unit
<b>Fees payable by resident</b>	
<p><b>1</b> Maximum Deferred Management Fee (or equivalent fees) payable by resident for the Unit</p>	<p>Maximum total as a percentage of the Occupancy Advance: 25% / 30% of the Occupancy Advance.</p> <p><b>25% DMF Version</b> Except in circumstances where no Deferred Management Fee is payable by the resident, the minimum amount of the Deferred Management Fee will be 4% of the Occupancy Advance, irrespective of when the resident vacates the unit permanently (including where the resident permanently vacates the unit immediately after the Occupation Date).</p> <p>In addition, the deferred management fee also increases at a rate equal to 7% of the Occupancy Advance per annum from the Occupation Date to the date the resident permanently vacates the Unit, up to a maximum of 25% of the Occupancy Advance]</p> <p><b>30% DMF Version</b> Except in circumstances where no Deferred Management Fee is payable by the resident, the minimum amount of the Deferred Management Fee will be 6% of the Occupancy Advance, irrespective of when the resident vacates the unit permanently (including where the resident permanently vacates the unit immediately after the Occupation Date).</p> <p>In addition, the deferred management fee also increases at a rate equal to 8% of the Occupancy Advance per annum from the Occupation Date to the date the resident permanently vacates the Unit, up to a maximum of 30% of the Occupancy Advance]</p>

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### Bert Sutcliffe Retirement Village

<p><b>2</b> Weekly fees payable by resident:</p> <ul style="list-style-type: none"> <li>• How much?</li> <li>• Can these be increased by the Operator?</li>   <li>• If yes, how often?</li> </ul>	<p>Refer to A2 above.</p> <table border="0"> <tr> <td>Base Weekly Fee</td> <td>If fixed, no</td> </tr> <tr> <td></td> <td>If indexed, yes</td> </tr> <tr> <td>Additional Services</td> <td>Yes</td> </tr> </table> <p>The indexed Base Weekly Fee will increase annually by the same percentage increase in the New Zealand superannuation rate.</p> <p>The additional services fee is a variable amount depending on which additional services the resident chooses over and above those services which form part of the Base Weekly Fee.</p>	Base Weekly Fee	If fixed, no		If indexed, yes	Additional Services	Yes
Base Weekly Fee	If fixed, no						
	If indexed, yes						
Additional Services	Yes						
<p><b>3</b> Are there any other regular fees payable by the resident to the operator and can these be increased?</p>	<p>No other regular fees</p>						
<p><b>4</b> Does the resident contribute to long term maintenance through a contribution to a specific village sinking or maintenance account?</p>	<p>No</p>						
<p><b>5</b> Fees payable on termination (excluding Deferred Management Fee)</p>	<p>No</p>						
<p><b>Capital gains / losses</b></p>							
<p><b>6</b> Does the resident share in any capital gain on the sale of the unit? If yes, what share?</p>	<p>No</p>						
<p><b>7</b> Is the resident exposed to any capital loss on the sale of the unit? If yes, what is the exposure?</p>	<p>No</p>						
<p><b>Leaving the unit</b></p>							
<p><b>8</b> Does the resident share in any capital gain on the sale of the unit? If yes, what share?</p>	<p>No</p>						
<p><b>9</b> When does the resident or their estate receive the repayment of their Occupancy Advance (less the Deferred</p>	<p>Within 5 working days after the following relevant event:</p> <ul style="list-style-type: none"> <li>• a new occupation agreement for the Unit has been entered into by a new resident and the</li> </ul>						

## Disclosure Statement

### Bert Sutcliffe Retirement Village

<p>Management Fee and other fees/charges)?</p>	<p>new resident’s occupancy advance has been paid; or</p> <ul style="list-style-type: none"> <li>the occupation agreement ending – if the operator ends the occupation agreement; or</li> <li>the operator receives the insurance payout if the agreement ends due to a destructive event (e.g. an earthquake) as set out in the occupation agreement.</li> </ul>
<p><b>10</b> Is any compensation payable to a resident if a Unit is not promptly relicensed?</p>	<p>No – although we will pay interest on the amount to be repaid to the resident if we haven’t repaid this amount within 6 months after the resident has vacated the Unit.</p>
<p><b>11</b> When leaving the Unit, is the resident required to contribute to the refurbishment of the unit, and if so, what amount or formula will be used?</p>	<p>No – unless we reasonably believe the resident or the resident’s guests deliberately or carelessly caused damage or loss to the Unit, the chattels provided by us in the Unit or the village. In that case the resident will be responsible for such damage or loss.</p>
<p><b>Transferring between units within the village</b></p>	
<p><b>12</b> Does the resident have priority access over non-residents to transfer to another unit at the village?</p>	<p>Yes</p>
<p><b>13</b> For the resident’s new unit, is there a credit for any Deferred Management Fee (or equivalent fees) paid by the resident for their earlier unit(s) at the village? If yes, how does the credit work?</p>	<p>Yes. The cumulative Deferred Management Fee percentage will be the same percentage as applied to the resident’s first unit (excluding care suites).</p>
<p><b>Current care options at the Village</b></p>	
<p><b>14</b> Is there or will there be an aged care facility available at the village?</p> <p>If so, how many rooms are currently available in each care category?</p>	<p>Yes</p> <p>Resthome/Hospital/Special Care (dementia)</p> <p>Resthome - 40 Hospital - 40 Special Care (dementia) - 38</p>
<p><b>15</b> Do you currently offer standard aged care rooms, i.e. where there is no requirement to pay premium room charges or purchase an occupation agreement?</p>	<p>Yes, as available from time to time once the care facilities are open.</p>

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### Bert Sutcliffe Retirement Village

<b>16</b> Does the resident have priority over non-residents to transfer to the care options outlined above?	Yes
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This Summary is a general statement of the key terms of the offer at the Village. For full details refer to the disclosure statement and occupation right agreement for this Village.

\_\_\_\_\_  
SIGNED by the Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNED by the Resident

\_\_\_\_\_  
Date