



RYMAN HEALTHCARE

Bert Sutcliffe
Retirement Village
Disclosure Statement
(Care Suite – RAD)

Disclosure Statement (Care Suite - RAD)

Bert Sutcliffe Retirement Village

Disclosure Statement (Care Suite - RAD)

Bert Sutcliffe Retirement Village	
Section 30(1)(a), Retirement Villages Act 2003	
Disclosure date:	27 September 2024
Retirement village name:	Bert Sutcliffe Retirement Village
Retirement village street address:	2 Rangatira Road, Birkenhead, Auckland
Retirement village registered office:	Airport Business Park, 92 Russley Road, Christchurch
Retirement village address for service:	Airport Business Park, 92 Russley Road, Christchurch
Operator name:	Bert Sutcliffe Retirement Village Limited
Operator street address:	2 Rangatira Road, Birkenhead, Auckland
Operator registered office:	Airport Business Park, 92 Russley Road, Christchurch
Contact details:	
<ul style="list-style-type: none">Contact PersonPhone (landline)Email	Leanne Stewart – Group Legal Conveyancing 0800 558 222 caresuites@rymanhealthcare.com
Retirement village registration date:	24 December 2014 (Registration No. 2616975)

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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.

References to a 'unit'

Note in this disclosure statement that a reference to a 'unit' includes a care suite.

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1 Summary of key terms

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

This disclosure statement applies where you have selected to pay a refundable accommodation deposit (*RAD*) towards a care suite in our care centre at the village.

Care of you

We will firstly care for you while you reside in your care suite. This includes providing you with nutritious meals, taking care of your needs such as showering and assisting you with medicines, and providing you with a range of activities. At a Ryman village such as ours, we aim to provide with you outstanding care.

Section 2 of this disclosure statement explains our care of you in more detail.

Your right to occupy your care suite

When you acquire the occupation rights to a Ryman care suite you are also granted a lifetime occupation right pursuant to an Occupation Agreement.

At the time we grant you your occupation right, you make an interest free advance to us, known as a Refundable Accommodation Deposit (or RAD). In a Ryman village, repayment of your RAD is secured by way of a first ranking mortgage in favour of the statutory supervisor.

When you terminate the Occupation Agreement, we will repay your RAD (less any amounts you owe to us) within 30 working days of your departure (if you are leaving your care suite) or receiving your written notice to change your funding option (if you wish to remain in your care suite). You do not obtain any capital gain nor do you incur any capital loss on the transaction.

Payment of your care fee, which relates to our care of you, will be met by:

- you assigning your NZ Superannuation payments to us where you are receiving a Residential Care Subsidy; and
- the balance being paid either:
 - o by you monthly in advance (with this payment adjusted proportionately for any part-weeks); or
 - o met out of any Residential Care Subsidy for which you may be eligible.

Instead of paying the full refundable accommodation deposit that normally applies to your suite, you may choose to pay 50% of that refundable accommodation deposit and to pay a weekly combination fee. This is known as the *combination funding option*. The combination fee is payable monthly in advance at the same time as the care fee.

Section 6 of this disclosure statement explains the care fee, combination funding option and combination fee in more detail.

Information pack

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

It is important that you, your appointed attorney (if applicable) and your legal advisor fully review this disclosure statement, the Occupation Agreement and the information pack provided.

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2 Care of you

At Ryman we have over 40 years' experience of caring for older people, so we've learnt what is important to you. And we never stop trying to improve.

We want you to be delighted with the care you or your loved one receive.

It is Ryman's aim to exceed any expectations you have about moving into care by providing an exceptional experience from our qualified team. You and your family will be communicated with directly on a regular basis. You will know what to expect, what progress is being made and our staff will ensure any issues that may arise are addressed.

Providing excellent care is our first priority.

Our care centres are staffed by registered nurses 24/7, and they are backed by a team of caregivers. Care is overseen by a clinical manager and our registered nurses, and a care plan will be developed in conjunction with you and your family. Our staffing levels are amongst the highest in the sector, and there are call bells in your room so you can get help or attention whenever you need it.

Our staff are there to help with all your needs from showering and assistance with dressing through to administering medicines. We believe that an ongoing relationship between residents, relatives and staff is important to ensure continuity of care, and our rosters are designed to reflect this. Our care team will meet with you and your family regularly to review your care plan. You will be surveyed on your opinion of how we are performing and there are regular relative meetings.

You will receive nutritious meals cooked to suit your dietary requirements, your spacious, private room will be cleaned and your laundry taken care of.

Our Ryman Engage team will make sure you're challenged and stimulated by a range of activities to make the most of your time in the delightful surroundings our village offers.

3 Care suite

The village is our residents' home so we aim to make it as comfortable as possible. Our spacious private rooms include modern décor and private ensuites. We have a selection of room layouts and options so you can choose which one would suit you best.

Residents in care suites have access to spacious lounges, dining areas and serene outdoor spaces, where they can meet with friends and family for a cuppa and a chat.

Resort-style facilities are included, such as hair and beauty salons, reflection room, and shop. Our villages all have beautifully landscaped gardens, and residents enjoy keeping an eye on the gardeners as they go about their work.

We have 24-hour security to ensure the safety of our residents.

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4 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 apartments are fitted with an emergency call alarm system which is monitored by staff on-site 24 hours per day. The independent apartments 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.

(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	Access to the care residents' lounge.
✓ laundry	Available to serviced apartment residents only. However we will take care of all your laundry needs.
✓ library	Access to the care residents' own library.
Other:	Limits on Availability:
✓ theatre	Movies shown in care residents' lounge.
✓ beauty therapy	Beauty therapy hours are provided in the welcome book. Appointments are made directly with the beauty therapist.
✓ hair salon	Salon hours are displayed in the salon and are provided in the welcome book. Appointments are made directly with the hairdresser.
✓ café/shop (combined)	open at nominated times
✓ chapel/reflection room	no limits

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The facilities listed above are those available to care suite residents. In addition to these, there is a swimming pool, spa pool, gymnasium, bowling green, activities room, billiards room, arts and craft room, residents' workshop and other dining, lounge and bar facilities which are provided for residents of the independent apartments and serviced apartments but not the care suites.

No health clinic and tennis court are available at the village.

(c) Services available at the village

You may refer to the village welcome book or equivalent (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 to you as your needs require.
✓ provision of meals	Meals are available each day in the care residents' dining room. A sample menu has been provided in your information pack. The menu and meal serving times are provided in the welcome book.
✓ shops and other services for the provision of goods	The shop hours are displayed in the shop window and are provided in the welcome book.
✓ laundry services (other than facilities to do own laundry)	We will take care of your laundry needs.
✓ hairdressing and other personal care services	Salon hours are displayed in the salon and are provided in the welcome book. 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.
✓ security services	There are staff on-site 24 hours per day plus there are regular patrols conducted by a security company at night.

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Other:	Nature, extent and frequency:
✓ Wi-Fi internet	Wi-Fi access available in the village centre.

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5 Who we are

(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:

- Robert James Woodgate, the Group Chief Financial Officer of Ryman.
- Marsha Elizabeth Cadman, Chief Operating Officer.

(b) **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 suite for life (or a shorter period determined by you). Your RAD will be secured by a first ranking mortgage over the care centre at the village to the statutory supervisor.

(c) **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.

(d) **Statutory supervisor**

Under the Retirement Villages Act 2003 (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.

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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
- 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
Duncan Cotterill Plaza
148 Victoria Street, Christchurch

Bridget McCormick

Phone: 0800 888 093

Fax: 03 379 2430

Email: b.mccormick@anchoragetrustees.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.

(e) **Interests affecting the operator**

The statutory supervisor holds, or will hold:

- **for care suite residents such as you:**
a first-ranking mortgage over the care centre at the village to secure your RAD and those of other care suite residents – this ranks in priority to any other mortgage registered over this land, meaning that your interests as a care suite resident are protected;
- **for applicable independent and serviced unit residents:**
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) – this protects applicable residents of independent and serviced units 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.

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

None of these will affect your rights to use the care facilities nor will it affect your care suite.

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

6 Cost of care and your suite

(a) Cost of Suite and care services / Repayment of RAD

Refundable Accommodation Deposit (RAD)

You will pay your RAD to us following your entry into your Occupation Agreement with us (this date is called the Occupation Date in your Occupation Agreement).

The amount of the RAD is determined by us and is agreed by you in writing by entering into the Occupation Agreement. The proposed amount is set out in the table in Part A of the Schedule below. The RAD relates only to the part of the cost of your suite that would be covered by an accommodation premium (if no RAD was payable).

Any payment of your RAD you make to us before you start living in your suite will be held by the statutory supervisor until the Occupation Date under the 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 (together with interest accrued less taxes) will be returned to you less any care related fees.

Combination Fee

Instead of paying the full refundable accommodation deposit that normally applies to your suite, you may choose to pay 50% of that refundable accommodation deposit and to pay a weekly combination fee (the *combination funding option*).

If you select the combination funding option, your RAD is determined by us and is agreed by you in writing by entering into the Occupation Agreement. The proposed amount is set out in the table in Part A of the Schedule below. Your RAD will be 50% of the full refundable accommodation deposit that normally applies to your suite.

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Your combination fee will be payable by you monthly in advance (the amount payable will be adjusted proportionately for any part-weeks). This will be payable at the same time as your Care Fees outlined in the following section.

Care fee

You are required to pay your care fee to us. The Government prescribes the care fee rate that covers basic accommodation, food, laundry, nursing, GP visits, prescribed medicines, incontinence products and transport to health services.

Amount of your care fee

The initial amount of your care fee is set out in the table in Part A of the Schedule below.

If you are receiving a Residential Care Subsidy, you will assign your NZ Super payments to us. These will be applied towards your care fee.

Care fees are reviewed by the Government annually and we will advise you of any change to your care fee as soon as we are advised by the Government each year.

Payment of your care fee

The remainder of your care fee (after we have applied your NZ Super payments assigned to us) will be payable either:

- by way of a direct debit authority monthly in advance (with the amount payable adjusted proportionately for any part-weeks); or
- met out of any Residential Care Subsidy for which you may be eligible.

Repayment of your RAD

Upon your permanent vacation of your suite and removal of all your possessions, your RAD (less any amounts you owe us) will be repaid within 30 working days.

You will not be charged any selling or marketing costs. We will be responsible for marketing and reselling the occupation rights to your suite once you have left. However, this will not affect the repayment of your RAD. We will make the repayment described above within 30 working days of you permanently vacating your suite and removing all your possessions whether we have resold the occupation rights to your suite or not.

Should you wish to remain in your suite and change your funding option, you may give written notice to withdraw your RAD, or reduce to a combination funding option. We will repay your RAD, or 50% of your RAD if you reduce to a combination funding option, within 30 working days of receiving your written notice.

(b) Moving into another suite or from another unit at the village

Moving from another unit at the village

If you are moving into your suite from an independent or serviced unit at the village, your RAD will be payable from the net occupancy advance payment we are required to make to you following the termination of your occupation agreement for that unit and the entry into, and settlement of, a new occupation agreement by a replacement resident.

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Moving into another suite

If you or we think it's necessary, we'll arrange for you to receive appropriate rest home, hospital or dementia care in a care centre in a Ryman village. You will be responsible for the costs of this transfer, including the costs of third parties involved in the transfer.

At the time of your transfer we'll give you a copy of the terms on which we provide care to you in the rest home, hospital or dementia care accommodation. These terms will be the standard terms in place at the time of your transfer.

Your care fee (and, if relevant, your combination fee) will continue to apply following your transfer. Your occupation agreement and your RAD will automatically transfer to the new rest home, hospital or dementia care accommodation. We will confirm the change in care suite to you in writing.

If you choose to move to another care suite, and there is no change to your care level, you may be required to pay an additional RAD, or we will part refund your RAD, based on the RAD value of the care suite you have chosen. If you have chosen the combination funding option, your combination fee will be adjusted to the new fee new fee applicable for the care suite you have chosen.

7 Your Occupation Agreement

(a) 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 care suite to be built or completed at a later date and the care suite is not finished to the point of practical completion within 6 months after the proposed date for completion of the suite.

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

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

(b) 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 D 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.

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(c) **Varying your Occupation Agreement**

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

(d) **Terminating your Occupation Agreement**

- You are not exposed to any capital gain or capital loss on termination of your Occupation Agreement.
- You have no entitlement to, or in respect of, the purchase price paid by the replacement resident.

(e) **RAD provided by another person**

If all or some of your RAD is provided by someone else (for example, the trustees of a trust):

- (i) the arrangements relating to those funds will be between you and the provider of the funds; and
- (ii) we will repay the RAD (after deducting any amounts you owe us) to you, unless you tell us in writing to pay these funds to someone else.

8 Other terms relating to your care suite

(a) **Your rights in relation to your care suite**

As a resident, you will not have the right to transfer your rights to your suite or grant a security interest in the termination proceeds in your suite. This means you can't transfer your right to be repaid your RAD to a third party, and that you can't mortgage or otherwise borrow against your interest in your suite.

(b) **Prohibitions in relation to your care suite**

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

- Letting the suite 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 guest stay with you (although we can give permission in advance for guests to stay with you in certain circumstances).
- Having a person stay with you as a companion or carer for you.
- Having a person board with you in your suite.
- Having a person stay in the suite to mind it while you are away.

In addition, you will not be able to keep a pet in your suite.

(c) **Responsibilities when living in or using your care suite**

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

- You may only use your suite 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.

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- You may not undertake any alterations or additions to your suite without our prior consent, which we may withhold in our sole discretion.
- You will permit us (or persons authorised by us) to enter your suite, 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 along with all other Ryman villages. 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.
- 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 care 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) **Maintenance and refurbishment**

We are responsible for undertaking all maintenance in respect of the care suite and care facilities.

We are responsible for refurbishment of the interior of your suite following termination of your Occupation Agreement. Where we reasonably believe you or your guests deliberately or carelessly caused damage or loss to your suite or the village (or any chattels provided by us in your suite), you will be responsible for such damage or loss.

We will maintain the chattels provided to you in your suite, and replace these when we reasonably believe they have reached the end of their useful life. If you choose to replace items in your suite 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 suite, 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.

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

Under the Retirement Villages Act we must prepare financial statements relating to us (the operator). 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 Companies, the Registrar of Retirement Villages and as otherwise required by law. We will also provide a copy to the statutory supervisor.

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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.

(f) **Insurance**

We hold full replacement insurance for your suite 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 suite is damaged and your suite is unable to be occupied during repair.

You are responsible for your belongings and the chattels in your suite. 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 suite (for example, in the case of severe earthquake damage) then you would receive your full RAD.

(g) **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.

9. Complaints process

(a) **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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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.

(b) **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.

(c) **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 (Care Suite - RAD)

Bert Sutcliffe Retirement Village

9 Schedule

Schedule - Part A:

Intending resident specific details

A1: Details of suite in which you have expressed an interest	
Suite:	No:
Refundable Accommodation Deposit (RAD):	\$
Combination Fee:	\$ per week (applicable only if you have selected the combination funding option – see section 6 (a) above).
Care Fee:	\$ per week

Estimated financial return on the refund of your RAD

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

Length of time:	Initial capital amount:	Deduction for deferred management fee	Estimated refunds / financial return:
Two (2) years	\$	\$Nil	\$
Five (5) years & Ten (10) years	\$	\$Nil	\$

The capital amount payable on termination is equal to the RAD paid by the resident (less any amounts owing by the resident to the operator at that time).

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.

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Schedule - Part B:

Repayment of Refundable Accommodation Deposits (RADs)

As at the date of this disclosure statement there were 81 serviced apartments (6 of which are unoccupied) and 225 independent apartments (of which are unoccupied).

For Care Suites repayment is made within 30 working days of the suite being permanently vacated and all possessions being removed. No one occupying a care suite has waited more than 30 working days for repayment.

Resale (Previously Occupied) Units

- Serviced Units – 18 sold with time taken to sell each unit ranging from 18 to 180 days with an average of 114 days;

Actual days to payout were: 116 (unit BTSA101), 169 (unit BTSA104), 31 (unit BTSA109), 180 (unit BTSA109), 18 (unit BTSA113), 127 (unit BTSA600), 180 (unit BTSA606), 126 (unit BTSA613), 179 (unit BTSA624), 150 (unit BTSA701), 180 (unit BTSA703), 115 (unit BTSA709), 89 (unit BTSA801), 108 (unit BTSA803), 42 (unit BTSA806), 180 (unit BTSA807), 34 (unit BTSA809), 35 (unit BTSA904),

- Independent Units – 9 sold with time taken to sell each unit ranging from 109 to 180 days with an average of 155 days;

Actual days to payout were: 153 (unit BTIAA23), 180 (unit BTIAD07), 179 (unit BTIAD10), 164 (unit BTIAD11), 123 (unit BTIAD12), 130 (unit BTIAD29), 109 (unit BTIAE05), 179 (unit BTIAE11), 180 (unit BTIAE31),

New (Previously Unoccupied) Units – Nil

The data above applies to independent and serviced units, which we have to include in this disclosure statement by law.

As noted above, we commit to repaying care suite RADs within 30 working days of the resident permanently vacating their suite and removing all their possessions.

Disclosure Statement (Care Suite - RAD)

Bert Sutcliffe Retirement Village

Schedule - Part C:

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).

Disclosure Statement (Care Suite - RAD) 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;
- (e) laundry services (not being the provision of facilities for residents to carry out their own laundry);

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- (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 D:

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.

Disclosure Statement (Care Suite - RAD)

Bert Sutcliffe Retirement Village

Schedule - Part E: 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 operator about any proposed changes in the services and benefits provided or the charges that you pay that will or might have a material impact on your:

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

Right to complain

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

Disputes

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

Use of support person or representative

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

Right to be treated with courtesy and have rights respected

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

Right not to be exploited

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

Your obligations to others

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

Operator's contact person

If you want more information about your rights or wish to make a complaint against the operator or another resident, the operator's contact person is The Village Manager. See contact details on page 6.

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Other contact persons

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

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

Information

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