



RYMAN HEALTHCARE

# Anthony Wilding Retirement Village Occupation Agreement

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**Anthony Wilding Retirement Village Limited**  
Owner

[Resident full name]  
Resident

# Occupation Agreement

## Anthony Wilding Retirement Village

Date:

### Parties

Anthony Wilding Retirement Village Limited (*we, us, our*)

[Resident] (*you, your*)

### Background

- A We have established the retirement village known as the Anthony Wilding Retirement Village located at 5 Corbet Crescent, Aidanfield, Christchurch (the *Village*). The Village includes independent units and serviced units, a care centre, and community facilities.
- B Under this Agreement we grant you:
- (i) the occupation rights to an independent unit or serviced unit in the Village;
  - (ii) if applicable, the occupation rights to a car park, car port or garage in the Village; and
  - (iii) the right to use the community facilities at the Village.

### Terms

#### 1 Specific descriptions and other information

<b>Unit:</b>	The [Unit type] known as [Unit description] in the Village (the <i>Unit</i> ).
<b>Car Park/Car Port/Garage:</b>	The Car Park known as [Carspace description] in the Village (the <i>Car Park</i> ).
<b>Proposed completion date for construction of the Unit (if relevant)</b> (the <i>Completion Date</i> ):	[insert or N/A]
<b>Date on which your occupation commences</b> (the <i>Occupation Date</i> ):	[Insert]
<b>Occupancy Advance:</b>	\$(insert) for the Unit \$(insert) for the Car Park (the <i>Car Park Advance</i> )

# Occupation Agreement

## Anthony Wilding Retirement Village

<b>Deferred Management Fee</b>	See clause 7 for full details. In short, this is: <ul style="list-style-type: none"> <li>• Up to \$[•], being [•]% of your Occupancy Advance;</li> <li>• only payable on termination of this Agreement;</li> <li>• not payable at all where we don't provide you the Unit for life (or for a shorter period as determined by you) e.g. in certain circumstances if your Unit is destroyed and we do not rebuild.</li> </ul>
<b>Base Weekly Fee:</b>	\$[•] per week
<b>Base Weekly Fee Fixed or Indexed:</b>	[Fixed or Indexed]
<b>Additional Service Fee</b> (if applicable):	\$[•] per week
<b>Name of current statutory supervisor</b> (the <i>Statutory Supervisor</i> ):	Anchorage Trustee Services Limited

### 2 Occupation right

- 2.1 You have the right to occupy your Unit from the Occupation Date.
- 2.2 This Agreement contains your and our rights and responsibilities (in Schedule 1).
- 2.3 Your Occupancy Advance is a loan to us that is a requirement for you becoming a resident in the Village. You will pay your Occupancy Advance to us on the Occupation Date. Your Occupancy Advance to us is or will be secured by a registered mortgage granted to the Statutory Supervisor 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 at the Village (the *Mortgage*).
- 2.4 In addition to the Mortgage, a memorial has been placed on the title to the Village to protect your right to continue to live in your Unit whatever happens to us.
- 2.5 We will not offer any security over your Unit which ranks ahead of the Mortgage to any bank or other lender during the term of this Agreement.
- 2.6 Under this Agreement we grant you the right to occupy your Unit for life (or a shorter period determined by you). You will pay the Deferred Management Fee to us in exchange for us providing you with occupation of your Unit for life (or a shorter period determined by you) together with the right to use the community facilities. The Deferred Management Fee is only payable at the end of this Agreement when we fulfil our obligations to you. Clause 7 provides a full overview of the Deferred Management Fee, including where no Deferred Management Fee will apply.

# Occupation Agreement

## Anthony Wilding Retirement Village

### 3 Our commitment

3.1 We commit to at all times act reasonably and in good faith, and to treat you and your rights under this Agreement with the utmost respect. In signing this Agreement you also agree to make the same commitment to us and our staff.

### Execution

Anthony Wilding Retirement Village Limited by:

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[Insert name]  
Authorised signatory

Signed by [resident name]

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Witness  
(A Solicitor of the High Court of New Zealand)

Date of signing: \_\_\_\_\_ 20\_\_

# Occupation Agreement

## Anthony Wilding Retirement Village

### Certificate of execution by lawyer

Name of Village: Anthony Wilding Retirement Village

Registration number of Village: 1988501

I, \_\_\_\_\_, of \_\_\_\_\_,  
solicitor, certify that:

- (a) I explained to [insert residents name/s] the general effect and the implications of this agreement before the resident signed the agreement; and
- (b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of [insert residents name/s].

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
(A Solicitor of the High Court of New Zealand)

Name: \_\_\_\_\_

Street address: \_\_\_\_\_  
\_\_\_\_\_

Postal address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile (optional): \_\_\_\_\_

# Occupation Agreement

## Anthony Wilding Retirement Village

### Schedule 1

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# Occupation Agreement

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# Occupation Agreement

## Anthony Wilding Retirement Village

### 1 Your rights

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#### 1.1 Occupy the Unit for life

You have the right to occupy your Unit during your life. If you are joint residents, this right continues while any one of you is still alive. We won't unreasonably interfere with your occupation of the Unit.

#### 1.2 Use of community facilities

You have the right to use and share the community facilities at the Village. You must treat the community facilities and other residents with care and respect.

#### 1.3 Pets

You may keep a pet as long as we have approved you doing so. We can ask you to arrange for the pet to leave the Village if we consider it is making a nuisance of itself or you are failing to control the pet.

#### 1.4 Termination of Agreement

You have the right to terminate this Agreement under clause 5.1.

#### 1.5 Cancellation of Agreement

You have the right to cancel this Agreement under clause 8.

#### 1.6 Alterations where you suffer a disability

- (a) If you develop a disability you can ask us to make alterations to the Unit if the Unit no longer meets your needs at your cost. We have to approve any alterations, and they can't disturb other residents at the Village. Once the alterations are approved and you wish to proceed you will need to pay for the approved alterations in advance.
- (b) When you permanently vacate the Unit, we can put the Unit back to how it was before the alterations were made. You must pay for the cost of doing this. We will tell you at the time you seek consent to make an approved alteration what we expect it will cost to put the Unit back to how it was before the approved alteration. However, this will be an estimate only and we will inform you of the actual cost when you permanently vacate your Unit.

### 2 Your obligations

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#### 2.1 Charges and costs

##### (a) *Payment of charges*

You must pay all amounts you owe to us from time to time no later than the due date. These amounts include the following.

##### (i) **Weekly fee:**

- (A) The weekly fee is made up of the Base Weekly Fee and the Additional Service Fee.
- (B) The Base Weekly Fee covers basic outgoings and services at the Village.
- (C) The Additional Service Fee covers additional services you have requested us to provide to you.
- (D) The weekly fee is paid by you monthly in advance, starting on the Occupation Date. You are to continue paying the weekly fee until you permanently vacate your Unit and remove all your possessions. The amount payable will be adjusted proportionately for any part-weeks.

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(ii) **Electricity, telephone and other utilities:**

In addition to the weekly fee you will pay for:

- (A) electricity used in the Unit (if the Unit is an independent unit);
- (B) the costs of having a telephone and internet connection in the Unit, including installation and ongoing charges; and
- (C) any other utility charges that are appropriate to individually charge to the Unit (e.g. Sky television).

(iii) **Deferred Management Fee:**

The amount of the Deferred Management Fee is set out in the “Terms” section of this Agreement. Except as otherwise set out in this Agreement, the minimum amount payable will be the amount in clause 7.3 of this Agreement (irrespective of when you vacate your Unit permanently) and this amount increases over the period following the Occupation Date (as set out in clause 7) up to the maximum Deferred Management Fee set out in the “Terms” section of this Agreement.

Because the Deferred Management Fee is a fee for the provision of the Unit to you for life (or a shorter period determined by you), together with the right to use the community facilities at the Village, there is no liability with respect to the Deferred Management Fee until this Agreement ends. Clause 7 also provides details of situations where no Deferred Management Fee will apply because we have not provided the Unit to you for life (or a shorter period determined by you).

(b) **Interest**

If you don't make any payment by the date that is seven days after the due date for payment, we can charge you interest from the due date until you pay what is owing. The interest rate will be calculated quarterly at 11:00am on the first business days of January, April, July and October of each year at a rate equal to the Official Cash Rate (as set by the Reserve Bank of New Zealand) on that date plus 1%.

(c) **Direct debit**

You agree to establish a direct debit authorisation upon your entry to the Village for the payment of any fees due under 2.1(a)(i) and (ii) above.

## 2.2 Changes in weekly fees

(a) **Base Weekly Fee**

Where the “Terms” section of this Agreement records that the Base Weekly Fee is “Fixed”, we guarantee that the Base Weekly Fee will not be increased during your time in the Unit.

Where the “Terms” section of this Agreement records that the Base Weekly Fee is “Indexed”, your Base Weekly Fee will increase on 1 July each year. The Base Weekly Fee will be increased by the percentage increase in the New Zealand superannuation rate, in line with the increase for the previous 12-month period, 1 April to 31 March.

(b) **Additional Service Fee**

We may change the services covered by the Additional Service Fee at our discretion, such as by offering further services, removing existing services, or modifying existing services. We may also

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increase the Additional Service Fee from time to time by giving you at least one month's written notice.

#### **2.3 Responsibilities**

(a) ***Use of the Unit:***

You can only use your Unit as a place to live for the persons listed as residents in this Agreement (i.e. you can't rent it out). You must not do anything that interferes with any other resident of the Village, or any of our neighbours.

(b) ***Use our care services:***

If your Unit is a serviced unit, you will only use the care services that we provide unless we are unable to provide or arrange the particular service(s) you require.

(c) ***Care of Unit and surrounds:***

- (i) You must keep your Unit and its surrounds, and the chattels provided by us in your Unit, clean and tidy, and in good and proper condition.
- (ii) You will replace any light bulbs when they wear out or break.
- (iii) You will tell us about any damage to your Unit or surrounds (including any of the chattels provided by us in your Unit) or leak in your Unit straight away.
- (iv) Where we reasonably believe you or your guests deliberately or carelessly caused damage or loss to your Unit or the Village (or any chattels provided by us in your Unit), you will be responsible for such damage or loss. We will consult with you if we think this is the case.
- (v) If you cause any damage or loss to your Unit (including any chattels provided by us in your Unit) or the Village, and you have an insurance policy that covers this damage or loss, you agree to make a claim and to pay the proceeds from this claim to us, to reimburse us for repairing the Unit or Village, or repairing or replacing the chattels. If you did not deliberately or carelessly cause the loss or damage we will not pursue you for any loss or damage above the insurance proceeds received from your claim.

See our responsibilities in relation to your Unit in clause 4.2(e) below.

(d) ***Additional chattels and modifications you request:***

If you have requested additional chattels or modifications to be installed in your Unit which are not offered by us as a standard feature, and we have agreed to your request:

- (i) the additional chattels/modifications will be recorded in the document you signed to agree to their installation and will be at your cost. All payments must be made in advance of the additional chattels or modifications being made available;
- (ii) you will be responsible for maintaining the additional chattels/modifications unless we agree otherwise at the time of approving the provision of the additional chattels/modifications;
- (iii) if the additional chattels/modifications need to be replaced, it will be your choice whether or not to replace them at your cost; and
- (iv) no amounts are payable to you for the additional chattels/modifications when you leave your Unit.

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(e) **Allow access to Unit:**

You will let us enter your Unit, so that we can inspect the Unit, give care and assistance to you, and carry out any repairs or alterations. We'll do our best not to disturb you when we enter the Unit, and we'll also give you 24 hours' notice of any proposed repair work if it's possible to do so.

(f) **Village rules:**

We may make reasonable rules relating to the operation of the Village from time to time. We will tell you what these rules are. You will comply with these, and use reasonable efforts to ensure your guests also comply. We run the body corporate where the Unit is part of a unit title development.

(g) **Powers of attorney:**

While you are living at the Village you must keep in place:

- (i) an enduring power of attorney in relation to property; and
- (ii) an enduring power of attorney in relation to personal care and welfare.

These must comply with the Protection of Personal and Property Rights Act 1988. You must also tell us the names of the people appointed as your attorneys and their current contact details.

(h) **Pandemic/health event:**

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.

(i) **Personal possessions and insurance:**

You are responsible for all your personal possessions and for insuring those possessions. We're not responsible for any damage or loss relating to your possessions. Accordingly, we strongly recommend you take out insurance for your possessions.

(j) **Keep a will:**

Before you arrive at the Unit you agree to have made a legal will. You will keep a legal will in place while you occupy the Unit.

(k) **Expenses arising from your death or departure:**

You will pay for all expenses relating to your death or your departure from the Unit. We will send you or your personal representative an invoice for any of these amounts.

(l) **Removal of your possessions:**

When you permanently vacate your Unit you must remove all your possessions. You need to ensure your Unit and its surrounds are left clean and tidy, and in the same condition as at the Occupation Date (other than fair wear and tear, which you're not responsible for). If your possessions are not removed within a reasonable time after you permanently vacate your Unit, we may arrange for your possessions to be removed and placed into storage at your cost. After a reasonable period of time of storing your possessions, we may sell or dispose of them.

(m) **Behaviour towards staff and other residents:**

You will:

- (i) respect the rights of other residents and people in the Village;

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- (ii) not interfere with other residents' reasonable peace, comfort and privacy;
- (iv) respect the rights of us, our employees and agents to work free from harassment and intimidation; and
- (v) not adversely affect the health and safety of people working in the Village.

#### 2.3 Prohibitions

(a) **No transfer of the rights to your Unit:**

You are not allowed to transfer your rights to the Unit or any of our property or grant these as security to any potential lender of money to you.

(b) **Guests:**

We need to know if you have anybody else to stay in the Unit. Guests may only stay for up to two weeks unless we agree otherwise. We will act reasonably in considering any request for a guest to stay longer than two weeks.

(c) **Obstructions / rubbish bins:**

Your rubbish bin must be kept in the designated place. You also must not leave any item lying around that might cause an obstruction anywhere in the Village.

(d) **Use of balcony / patio:**

You can't place any personal items on any balcony or patio to your Unit (including drying or airing clothes), other than pot plants and outdoor furniture that we've approved.

(e) **Alterations to the Unit:**

You can't alter the Unit in any way unless we have given you permission to do so. This doesn't affect your right to ask for alterations to be made if you suffer a disability (see clause 1.6(a)).

(f) **No smoking:**

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). This means you can't smoke anywhere in the Village (including in or around the Unit) and you must ensure that any person visiting you also complies with this. This includes cigarettes, cigars, e-cigarettes, vapes, electronic nicotine delivery systems and any other tobacco products or similar items. For clarity, any reference to smoking and being smoke-free includes all tobacco products or similar items.

## 3 Our rights

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#### 3.1 Transfer to a healthcare facility

- (a) If we think it is appropriate, we can appoint an independent medical professional to assess whether your health allows you to continue to live at the Village safely without impacting on other residents. This will be at your cost. You will allow us to access and obtain copies of your medical records for this purpose. You agree to willingly take part in the assessment.
- (b) We will act reasonably in deciding whether you require an assessment. We will also consult with you (or your family or representatives) before this type of assessment begins.
- (c) The independent medical professional will make a final decision after the assessment has been made. They must consider what services we can provide you at the Village, and what services can be obtained from outside the Village.

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- (d) If you disagree with the decision, you can seek a second opinion from another medical professional who is independent from you and us. This will be at your cost. We will consider that opinion in good faith.
- (e) After this process, we may decide that your health does not allow you to continue to live at the Village safely. If that's the case, we will use all reasonable endeavours to transfer you to an appropriate healthcare facility, after consulting with you and your representatives. This Agreement will terminate in accordance with clause 5.2 of this Agreement at the time you transfer.

#### 3.2 Our right of set-off

At a particular time, you might owe us money and we might owe you money. If that's the case we can set these amounts off against each other, on a dollar-for-dollar basis. This doesn't impact on any other legal rights you or we might have.

#### 3.3 Terminating this Agreement

We have the right to terminate this Agreement in certain circumstances. See clause 5 for details of this.

#### 3.4 Your personal possessions

We can ask you to remove any of your personal possessions from the Village, or that your personal possessions not be brought into the Village, if we have reasonable concerns about those possessions being kept in the Village.

## 4 Our obligations

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#### 4.1 Providing care to you

##### (a) **Provide services (serviced units):**

If your Unit is a serviced unit, we'll provide you the services that you and we have agreed on. The services are those set out in your application form, as well as any others agreed on later.

##### (b) **Your safety and personal security:**

We will have systems in place to keep you safe and secure at the Village. We will also provide suitable fire protection and emergency management for the Village and you.

##### (c) **Rest home, hospital or dementia care:**

- (i) 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. In that situation this Agreement will terminate. You will be responsible for the costs of this transfer, including the costs of third parties involved in the transfer.
- (ii) In our care centre we offer accommodation in which rest home, hospital or dementia care is provided. These are offered under a separate agreement.
- (iii) If we agree to your move, you will have priority over non-residents of the Village at the time of your transfer to shift into a rest home, hospital or dementia care unit or care suite at the Village or if one is not available at the Village, then at another Ryman village, if there is a vacancy.
- (iv) 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, including fees payable by you for your care. These terms will be the standard terms in place at the time of your transfer.

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- (v) If you move to our care centre, you will need to enter into an admission agreement. Depending on the accommodation and/or payment option you select, you may also need to enter into a new occupation agreement for your accommodation. The admission agreement and occupation agreement will be the standard versions in place at the time of your transfer. These agreements outline the pricing structure and any other fees payable by you for your care and accommodation.
  - (vi) Your Base Weekly Fee will continue to apply until you permanently vacate your Unit and remove all your possessions. However, while you're in the rest home, hospital or dementia care accommodation you will only be charged an Additional Service Fee for services you continue to receive from us. This is in addition to any other care fees payable, although you won't be charged twice for the same services.
- (d) **Transfer from independent unit to serviced unit:**
- (i) If you or we think it's necessary for your wellbeing, we'll transfer you from an independent unit to a serviced unit at the Village. You will have priority over non-residents of the Village at the time of your transfer to shift into a serviced unit at the Village, if there is a vacancy.
  - (ii) If you transfer to a serviced unit, this Agreement will terminate and you will enter into a new occupation agreement for your new unit. This occupation agreement will be the standard version in place at the time of your transfer.
  - (iii) The new occupation agreement will require you to pay a new occupancy advance and a new base weekly fee. Clause 7.4 sets out what the deferred management fee relating to your new unit will be.
  - (iv) You will be responsible for the costs of this transfer, including the costs of third parties involved in the transfer (e.g. your lawyer's costs and your removal company's costs).

#### 4.2 Management of the Village

- (a) **Conduct Village affairs properly and efficiently:**  
We will use reasonable care and skill in:
- (i) ensuring that the affairs of the Village are conducted properly and efficiently; and
  - (ii) the exercise and performance of our powers, functions and duties.
- (b) **Keep Village in good condition:**  
We will keep the Village in good condition and order.
- (c) **Maintenance plan:**  
We will prepare a long-term plan for maintaining and refurbishing the Village and its facilities (which will be subject to change over time), and we will follow this plan.
- (d) **Staffing:**  
We will provide all staff needed for the management and operation of the Village with the necessary qualifications.
- (e) **Insurance, outgoings and maintenance:**  
We will:
- (i) insure the Village property for its full replacement value to the satisfaction of the Statutory Supervisor, if full replacement cover is available. This doesn't cover your personal possessions;

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- (ii) arrange for our insurer to confirm that it won't bring a claim against you if you cause the loss or damage (in legal language, to waive its right of subrogation) and ensure the insurances over the Village assets comply with clause 22 of the Code of Practice;
  - (iii) pay for any excess we have agreed with our insurer in relation to our insurance policies, unless you or your guests have deliberately or carelessly caused the damage (in which case you will be required to pay the amount of the excess);
  - (iv) in circumstances where you have caused loss or damage to our property at the Village, and you have an insurance policy that covers this loss or damage, you agree to make a claim for the cost of this loss or damage under your policy and pay the proceeds from this claim to us, to reimburse us for repairing the loss or damage. If you did not deliberately or carelessly cause the loss or damage, we will not pursue you for any loss or damage above the insurance proceeds received from your claim;
  - (v) maintain and repair the chattels provided to you in your Unit, and replace these when we reasonably believe the chattels have reached the end of their useful life; and
  - (vi) pay the outgoings of the Village that you have contributed to through your Base Weekly Fee.
- (f) **Consult with residents:**  
In addition to other times where we have stated that we will consult with you, we will consult with residents of the Village when required to do so by law. We will follow the Code of Practice requirements when consulting with residents.

#### 4.3 Administration of the Village

- (a) **Call and hold meetings of residents:**  
We will call and hold meetings with residents in the way described in Appendix A.
- (b) **Make financial statements available to you:**  
You can ask us for a copy of our audited financial statements (and those of Ryman Healthcare Limited, our parent company) at any time up to when we repay your Occupancy Advance. We will give this to you free of charge. Other information about Ryman Healthcare Limited is available online at [www.rymanhealthcare.co.nz](http://www.rymanhealthcare.co.nz).
- (c) **Prepare financial forecasts:**  
At the start of each of our accounting periods we will prepare a statement which forecasts for the period:
  - (i) the operating expenditure relating to the Village;
  - (ii) all expenditure relating to the Village (including amounts repayable to residents, former residents, and their estates);
  - (iii) all income relating to the Village; and
  - (iv) the amount of the operating expenditure that must be met by the residents of the Village.We will give a copy of this statement to you within three months of the start of the accounting period.
- (d) **Arrange substitute statutory supervisor:**  
If the Statutory Supervisor stops acting as the statutory supervisor for the Village, we will do everything possible to enable a substitute statutory supervisor to be appointed as soon as possible.

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- (e) **Interpreter:**  
If you are not able to easily communicate in English, we will use an interpreter (at our cost) who is fluent in both English and your preferred language whenever your rights and obligations may be affected.
- (f) **Disposing of the Village:**  
We (and any intended purchaser) will consult with you if we are intending to sell or otherwise dispose of our interest in the Village. This consultation will take place at a time specified by the Statutory Supervisor.
- (g) **Accounts:**  
We will provide accounts setting out the charges residents have agreed for services provided to them and other charges payable by residents.
- (h) **Change in manager:**  
We will consult with you before appointing an outside party to manage the Village (rather than us managing the Village).
- (i) **Change in services:**  
We will consult with you about any proposed changes in the services and benefits provided to you, or the charges that you pay where those changes will or might have a material impact on your occupancy or ability to pay for the services and benefits.
- (j) **Courtesy and respect:**  
We will ensure that our staff and other service providers under our control will treat you with courtesy and respect your rights. We will also ensure that you are not exploited by our staff or other service providers under our control.
- (k) **Compliance with requirements:**  
We will comply with the Retirement Villages Act, applicable regulations, and the Code of Practice (except where we are exempt from having to comply).

#### 4.4 On your departure from the Unit

- (a) **Market and resell the occupation rights after you leave:**  
After you permanently vacate your Unit and remove all your possessions, we will take all reasonable steps to market and resell the occupation rights to the Unit. We'll comply with the Code of Practice in doing this.
- (b) **Use all reasonable efforts to find new resident:**  
After this Agreement terminates:
  - (i) we will make all reasonable efforts to find a new resident for the Unit; and
  - (ii) we will not give preference to finding residents for units in the Village which have not previously been occupied by a resident under an occupation agreement.

This doesn't apply where this Agreement has terminated due to a Destructive Event as set out in clause 5.3(a) and (b).

- (c) **You can introduce a prospective resident:**  
You can introduce a prospective resident to us any time after you permanently vacate your Unit.

# Occupation Agreement

## Anthony Wilding Retirement Village

### 5 Terminating this Agreement

#### 5.1 Your right to terminate this Agreement

- (a) You can terminate this Agreement at any time by giving us notice in writing. You need to include in writing the date you wish to permanently leave your Unit, which must be at least one month after you write to us.
- (b) You can also terminate this Agreement where we have materially breached our obligations to you under this Agreement if you have written to us about the breach, and we haven't fixed the breach within 20 working days of us receiving your written notice. For this purpose, a material breach occurs if we cause a significant and negative impact on your ability to occupy your Unit on an ongoing basis.

#### 5.2 Our right to terminate this Agreement

- (a) We can only terminate this Agreement in certain circumstances. One of the circumstances in the table below must have occurred before we can do so. We will then follow the steps set out below the table.

Circumstances	When these circumstances happen...
Material breach	You have: <ul style="list-style-type: none"> <li>(a) materially breached this Agreement; and</li> <li>(b) not fixed this breach by the deadline we have given you in writing (the deadline must be at least one month after we write to you).</li> </ul>
Abandonment	You have: <ul style="list-style-type: none"> <li>(a) abandoned the Unit (and we've made reasonable enquiries about this); and</li> <li>(b) not moved back into the Unit by the deadline we have given you in writing (the deadline must be at least one month after we write to you).</li> </ul>
Medical grounds	You have: <ul style="list-style-type: none"> <li>(a) been certified by a medical practitioner in writing as not being able to live at the Village safely without impacting on other residents (and we've complied with our obligations under the Code of Practice); and</li> <li>(b) been given notice of our intention in writing to terminate this Agreement (which can't terminate earlier than one month after we write to you).</li> </ul>
Serious damage/harm	You have: <ul style="list-style-type: none"> <li>(a) caused serious damage to the Unit or other property at the Village, or serious harm to another person, or are likely to do so; and</li> <li>(b) not fixed this damage or harm, and/or any things that led to this damage or harm, by the deadline we have given you in writing (the deadline must give you a reasonable period of time).</li> </ul>

## Occupation Agreement

### Anthony Wilding Retirement Village

- (b) If we want to terminate this Agreement because one of these circumstances has occurred, we have to take the following steps:
- (i) We will first write to you giving you notice of the particular circumstance(s) (see the table above).
  - (ii) If you haven't done what the notice says you must do by the deadline, we will write to you again confirming that this Agreement has terminated.
- (c) Any notice we give you will comply with the Code of Practice.

#### **5.3 When this Agreement terminates automatically**

- (a) This Agreement will automatically terminate if:
- (i) you die (note: if you are joint residents, this doesn't apply while any one of you is still living); or
  - (ii) a Destructive Event destroys or damages your Unit, and you aren't able to continue living in it subject to clause 5.3(b).

A Destructive Event is an event or series of events that destroys or materially damages your Unit, such as a fire, earthquake, storm, flood, landslide, or other similar natural or manmade event. This may include a sudden event, or damage over time from a gradual process.

- (b) If a Destructive Event occurs, then:
- (i) We will decide whether or not to rebuild your Unit within a reasonable timeframe following the Destructive Event based on whether in our opinion it is practical to rebuild. We will consult with you before making our decision. Our decision will also depend on whether any regulatory authority allows us to rebuild and what our insurance company says.
  - (ii) If we choose to rebuild your Unit, we'll use all reasonable endeavours to provide you with temporary accommodation. This temporary accommodation won't cost you any more than the Base Weekly Fee you are paying at that time.
  - (iii) If we choose not to rebuild your Unit, this Agreement terminates on the date the Destructive Event occurs. We will, at the time we make the decision not to rebuild, notify you in writing after consulting with you as required above. You won't be required to pay any Base Weekly Fee from that time and you will receive the full amount of your Occupancy Advance back in accordance with clause 6. There will be no Deferred Management Fee charged on termination unless clause 5.3(b)(vi) applies.
  - (iv) Your Unit might be part of a larger building. If this is the case, and a Destructive Event makes it impractical for us to repair the building overall, we can choose to demolish the building and terminate this Agreement. This might occur even if your Unit is not damaged or not badly damaged compared to the rest of the building.
  - (v) If your Unit is damaged by a Destructive Event, but you are able to continue living in it, we will repair the damage as soon as possible.
  - (vi) If the Unit is damaged by a Destructive Event, and we have elected not to rebuild, we may offer to transfer you to a unit in another Ryman village on the same terms. If that village is in reasonable proximity to the Village, but you decline our offer, then on termination of this Agreement the Deferred Management Fee will be payable by you.

## Occupation Agreement

### Anthony Wilding Retirement Village

#### 5.4 Removal of possessions

When this Agreement terminates you will permanently vacate your Unit and remove all your possessions within a reasonable period of time.

## 6 Repayment of your Occupancy Advance

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6.1 After this Agreement terminates, we will repay the Occupancy Advance to you as set out below.

6.2 We will only pay the Occupancy Advance to you once you have:

- (a) completed and returned all the paperwork we need from you on termination of this Agreement; and
- (b) permanently vacated your Unit and removed all your possessions.

6.3 We will then pay your Occupancy Advance to you:

- (a) within 5 working days of this Agreement terminating, if we terminate this Agreement;
- (b) within 5 working days of us receiving our insurance payout, if this Agreement terminates due to a Destructive Event; or
- (c) within 5 working days after a new occupation agreement for your Unit has been entered into and the new occupancy advance has been received, if this Agreement terminates in any other way,

but in any event no later than 1 year after you permanently vacate your Unit and remove all your possessions. If on termination you are being charged a Deferred Management Fee, this will be set off against the amount paid to you in repayment of the Occupancy Advance.

6.4 If we haven't repaid your Occupancy Advance during the 6 month period after you vacate your Unit, we will pay interest to you on your Occupancy Advance (less your Deferred Management Fee and any other amounts you owe to us) from the date that is 6 months after you vacate your Unit until the date on which we repay your Occupancy Advance. Interest will be:

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

## 7 Deferred management fee

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#### 7.1 Overview and time for payment:

We calculate your Deferred Management Fee at the time this Agreement ends, being the date that you permanently vacate your Unit and remove all your possessions. There is no liability for the Deferred Management Fee until this Agreement ends. The Deferred Management Fee is paid by way of being set off from the Occupancy Advance when we repay you.

#### 7.2 When there is no Deferred Management Fee:

There will be no Deferred Management Fee for you to pay:

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- (a) if this Agreement terminates automatically after a Destructive Event damages or destroys your Unit or the building in which your Unit is located and we elect not to rebuild, subject to clause 5.3(b)(vi); or
  - (b) where you terminate this Agreement under clause 5.1(b) due to our material breach,
- because in those circumstances we have not provided the Unit to you for life (or such earlier time as you determine). The Deferred Management Fee applies in all other cases.

#### **7.3 Amount of your Deferred Management Fee:**

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 as set out in clause 7.2 above, the minimum amount of your Deferred Management Fee will be:

- (a) 4% of the Occupancy Advance where the “Terms” section of this Agreement records the Deferred Management Fee as being 25%; or
- (b) 6% of the Occupancy Advance where the “Terms” section of this 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 this 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 amount of 30% of the Occupancy Advance.

Your Deferred Management Fee will therefore have fully accrued by the third anniversary of the Occupation Date (subject to clause 7.2).

#### **7.4 Moving into another Ryman unit:**

If you move from your Unit into another independent unit or serviced unit at any Ryman village under a new occupation agreement, then your deferred management fee under this Agreement and all other occupation agreements between you and us will not exceed the percentage recorded in the “Terms” section of this Agreement overall. This means that:

- (a) If the deferred management fee for your first unit is [•]% of the Occupancy Advance, you will pay the deferred management fee payable under this Agreement. You will not, however, then pay a deferred management fee for your second unit or any subsequent units.

## Occupation Agreement

### Anthony Wilding Retirement Village

- (b) If the deferred management fee for your first unit is less than [•]% of the Occupancy Advance, you will:
  - (i) pay the deferred management fee for your first unit under this Agreement in the same manner as usual, in accordance with clause 7.1; and
  - (ii) pay a deferred management fee for your second unit that is no more than [•]% of the occupancy advance for the second unit minus the deferred management fee percentage paid for your first unit under this Agreement.

## 8 Your right to cancel this Agreement

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### 8.1 Right to cancel under the Retirement Villages Act

- (a) You have the right to cancel this Agreement:
  - (i) at any time within 15 working days after you sign this Agreement, without having to give any reason; or
  - (ii) if your Unit is not finished to the point of practical completion within 6 months after the Completion Date (if one is specified in the “Terms” section of this Agreement), at any time after the expiry of that 6-month period.
- (b) If you want to cancel this Agreement under this clause, you need to write to us. Your written notice needs to comply with section 28 of the Retirement Villages Act. You should talk to your lawyer.
- (c) If you cancel this Agreement under this clause, we will repay all payments you made towards your Occupancy Advance (plus interest if any) within 10 working days after your written notice of cancellation. We will deduct resident withholding tax from any interest paid to you as part of this repayment, as well as reasonable compensation for any services we provided to you under this Agreement and any damage at the Village that you caused.

### 8.2 90 day money back guarantee

- (a) You also have the right to cancel this Agreement if:
  - (i) you are unhappy with your decision to move into the Village within 90 days following the Occupation Date, and want to leave the Village; and
  - (ii) you took possession of your Unit with the intention of permanently living in your Unit and you have paid your Occupancy Advance in full.
- (b) If you want to cancel this Agreement under this clause, you need to write to us within 5 working days after the 90 day period ends, telling us you want to exercise this right.
- (c) If you cancel this Agreement under this clause, we will repay your Occupancy Advance no later than 30 days after you have permanently vacated your Unit. We don't have to repay you until you have permanently vacated your Unit, removed all your possessions and complied with clause 2.2(l).
- (d) The only deductions we will make from the full amount of your Occupancy Advance are for any services we provided to you under this Agreement and any damage at the Village that you caused. There will be no Deferred Management Fee charged to you in this instance.
- (e) This clause 8.2 does not apply if:
  - (i) you have transferred to your Unit from another Ryman unit;

## Occupation Agreement

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- (ii) you die; or
- (iii) you need to leave your Unit due to health reasons.

## 9 If you don't comply with this Agreement

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### 9.1 If you don't comply with your responsibilities under this Agreement:

- (a) We can do anything reasonable to complete what you haven't done, and can spend a reasonable amount of money to do this.
- (b) You must immediately reimburse us for all reasonable costs we incur in completing what you haven't done. We can charge you interest if you don't reimburse us immediately – see clause 2.1(b) on how this will work.
- (c) We can enter your Unit to complete what you haven't done. We will act reasonably to minimise disturbance to you.

### 9.2 This clause doesn't limit any other legal rights we might have if you don't comply.

## 10 General terms

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### 10.1 Statements about your age and health

You confirm that the statements you have made to us about your age, health and whether or not you are a smoker are correct and won't mislead us. This is important because we have relied on your statements in entering into this Agreement with you. If these statements are wrong or mislead us, there will have been a material breach of this Agreement. This allows us to terminate this Agreement – see clause 5.2.

### 10.2 Development of Village

- (a) You have the right to call, receive notices of, and attend meetings of residents. These rights are set out in the Retirement Villages Act, associated regulations and the Code of Practice.
- (b) We can choose to carry out further work at the Village, or next to the Village. This might include building additional facilities or units. This work won't breach your right to quiet enjoyment of your Unit as long as we take reasonable steps to consult with you and to minimise the effects of this work on you. Accordingly, you will not oppose any application we make for any consent (including resource consent), licence, permit, plan change or other authority in relation to the development, maintenance and operation of the Village including any extension of the Village and the building of additional facilities and units.
- (c) Where we need you to vacate your Unit to carry out repairs or alterations or to develop the Village, you must do so. We will first consult with you and will arrange to temporarily transfer you to a unit in the Village or another Ryman village, provided there is a space available, and that village is in reasonable proximity to the Village. If no space is available, or there is no village in reasonable proximity, we will pay for any temporary accommodation that may be required.

### 10.3 Car Park

- (a) We may agree to make a separate Car Park available to you for a Car Park Advance. This will either be specified in the "Terms" section of this Agreement, or agreed between us in writing later.

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### Anthony Wilding Retirement Village

- (b) Your Car Park Advance will be secured by the same Mortgage in favour of the Statutory Supervisor that secures the repayment of your Occupancy Advance.
- (c) Your responsibilities under this Agreement relating to your Unit will also apply to the Car Park, and the clauses in this Agreement will be read so they make sense for a Car Park.
- (d) If you give up your Car Park before this Agreement ends, we'll repay your Car Park Advance to you in the same way as we repay your Occupancy Advance to you (see clause 6). A deferred management fee will also apply to your Car Park Advance, and will be the same percentage amount as your Deferred Management Fee and calculated in the same manner as set out in clause 7.3 (as though references to Occupancy Advance are read as references to Car Park Advance).
- (e) We can require you to give up your Car Park if you have not owned a car for six months. If you are required to give up your Car Park under this clause, then clause 10.3(d) will apply.

#### **10.4 Questions about this Agreement**

If you have any questions about this Agreement you should contact the Village manager in the first instance.

#### **10.5 No waiver of our rights**

If we have the right to do something under this Agreement, but we don't do so, we can still enforce our rights later unless we've told you in writing that we won't.

#### **10.6 Collection of personal information**

- (a) To enable us to care for you and meet our requirements under this Agreement:
  - (i) you authorise us to collect personal information about you from any agency, particularly relating to your physical and mental health; and
  - (ii) you authorise these agencies to give this information to us.
- (b) You acknowledge that information relating to your care and activities may be used for the purposes of research and quality improvement by Ryman to enhance the overall care and services provided to all Ryman residents. This information will be collected, used and disclosed in accordance with Ryman's Privacy Policy, the Privacy Act 2020, and the Health Information Privacy Code 2020 and any other applicable laws, rules or regulations.
- (c) You have the right to see what personal information about you that we hold, and to have any errors in this information corrected.

#### **10.7 No lease or interest in land**

Under this Agreement you don't obtain any interest in or charge over any of our property or assets, including any leasehold interest (whether registrable or otherwise) in the Unit or in any of the Village. None of the covenants implied in leases by the Property Law Act 2007 apply to this Agreement.

#### **10.8 This Agreement overrides other rules**

This Agreement overrides anything inconsistent with any management rules applying to the Village.

#### **10.9 Relationship with Code of Practice**

The Code of Practice applies to this Agreement and we will comply with our obligations as set out in the Code of Practice. If anything in this Agreement is less favourable to you than a right you have

## Occupation Agreement

### Anthony Wilding Retirement Village

under the Code of Practice, this Agreement will be considered automatically changed so that you have the more favourable right.

#### 10.10 Disputes

We have a complaints procedure in place for any complaints you have in relation to this Agreement, the Unit, the Village, us or other residents. A copy of our complaints procedure is available on request or can be obtained from the Village reception. 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.

#### 10.11 Funds provided by another person

If funds are provided by someone else and paid towards your Occupancy Advance (for example, the trustees of a trust):

- (i) the gift or loan arrangements relating to those funds will be between you and the provider of the funds; and
- (ii) we will repay or refund the Occupancy Advance (after setting off the Deferred Management Fee and any other amounts you owe us) to the provider of the funds if you tell us in writing to do so, or otherwise we will pay this to you.

## 11 Terminology

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In this Agreement there are a number of defined terms set out in the “Terms” section to this Agreement. In addition, the following terms are used throughout this Agreement:

*Agreement* means this Occupation Agreement;

*Code of Practice* means the current code of practice applicable to all retirement villages (as approved by the appropriate Minister of the Crown pursuant to section 89 of the Retirement Villages Act);

*Retirement Villages Act* means the Retirement Villages Act 2003 (as amended or replaced from time to time);

*working day* means any day on which banks are open for normal banking business in the town or city where the Village is located; and

*‘you’ and ‘your’* means you jointly and severally, together with your executors and administrators.

# Occupation Agreement

## Anthony Wilding Retirement Village

### Appendix A: Our responsibility to hold meetings

#### Regulation 10, Retirement Village (General) Regulations 2006

This appendix is referred to in clause 4.3(a) earlier in this Agreement.

- 1 We will call meetings of the residents of the Village in the circumstances and for the purposes set out in the table below.
- 2 At these meetings we will give residents information that:
  - (a) relates to the affairs of the Village; and
  - (b) has been requested with reasonable notice by a resident of the Village.

This information may be given orally or in writing.

- 3 These meetings will be chaired by a person appointed by the Statutory Supervisor of the Village.
- 4 These meetings will be called by us providing written notice of the meeting to each resident in accordance with section 106 of the Retirement Villages Act. Notice will be given to residents at least 10 working days before the meeting, together with an agenda for the meeting (unless the meeting is an informal meeting).
- 5 The circumstances and purposes of meetings are as follows.

Item	Circumstances	Purpose
1	Within six months after the end of an accounting period for which financial statements must be prepared for the operator of the retirement village.	Considering the financial statements.
2	There is a statutory supervisor of the Village and the meeting has been requested by the statutory supervisor or by at least 10% of the residents of the Village.	Giving the statutory supervisor the residents' opinions or directions relating to the exercise of the statutory supervisor's powers.
3	There is not a statutory supervisor of the Village and the meeting has been requested by at least 10% of the residents of the Village.	Giving the operator the residents' opinions or directions.