



## **OCCUPATION RIGHT AGREEMENT**

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**[RESIDENT 1 NAME]**

**[RESIDENT 2 NAME]**

**[HOME NAME]**

**[VILLAGE NAME]**

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## PARTIES

- 1 **[Insert Resident One]** [{"you"} – *delete if there are two residents*]
- 2 **Optional: [Insert Resident Two]** (together, "you")
- 3 **Vintage Harvest Holdings Limited** ("we" or "us")

**Date of this Agreement:**

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## INTRODUCTION

We own the Village and you have applied to be a resident. This Agreement sets out the terms and conditions that apply to the licence we grant to you to occupy your Home in the Village.

Where any words or phrases are shown with capital first letters, their meanings are set out in Clause 1 (Essential Information) or Schedule 1 (Definitions).

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You and we acknowledge and agree the following:

### 1 ESSENTIAL INFORMATION

Village	Acacia Cove Village at 131 Wattle Farm Road, Wattle Downs, Manurewa
Your Home	<b>[Apartment/Villa] [insert home number]</b>
Your Garage (if not attached to your Home)  <i>Subject to the conditions set out in clauses 2.13 to 2.16</i>	<b>Not applicable/[description]</b> or any other garage you have been allocated by us
Commencement Date  <i>This is the date all obligations in this Agreement come into effect and from which you can live in your Home</i>	<b>[insert date]</b>
Deposit:  <i>For more, see clause 2.1 and definition in Schedule 1</i>	<b>[\$[insert]]</b>
Facilities Fee  <i>This is the amount amortises to us over a period of four years as described in clause 2.2</i>	<b>[\$[insert]]</b>

<p>Weekly Levy</p> <p><i>This is the amount you will pay us during the term of this Agreement</i></p> <p><i>For more, see clauses 4.1 4.2</i></p>	<p><b>Initially, \$</b>                      <b>per week</b></p> <p>(being \$                      per month, paid in advance)</p>
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## Special Provisions

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### 2 LIVING IN YOUR HOME

#### ***Entry Payment***

2.1 On the Commencement Date you must pay us the Entry Payment, being the Deposit and the Facilities Fee. Unless we agree with you otherwise, you will not be entitled to occupy your Home until you have paid the Entry Payment in full. No interest will be payable to you in respect of the Entry Payment.

#### ***Facilities Fee***

2.2 The Facilities Fee will amortise to us as follows:

- (a) One third (1/3) of the Facilities Fee on the Commencement Date; and
- (b) Two thirds (2/3) of the Facilities Fee on a daily basis over a period of four years from the Commencement Date.

2.3 If the Repayment Date is less than four years from the Commencement Date we agree to pay you the unamortised portion of the Facilities Fee on the Repayment Date in accordance with clause 11.1.

#### ***Nature of your right***

2.4 We grant to you, and you accept a licence to occupy the Home from the Commencement Date on the terms of this Agreement. You are entitled to reasonable exclusive use and occupation of your Home and use of the Operator's Chattels.

2.5 The rights granted to you under this Agreement are personal contractual rights only and cannot be registered. This Agreement does not give you any ownership right or tenancy in the Village or your Home.

2.6 You are not entitled to transfer your rights under this Agreement or any interest in this Agreement, or to sublicence or allow any other person to occupy your Home.

2.7 You may borrow against, or grant a security interest over, your right to receive the Repayment Sum if you get our consent.

### ***Joint owners***

- 2.8 If this Agreement was originally for two of you, you both hold the benefits and have obligations under this Agreement jointly. If one of you dies, the interest of that person automatically transfers to the other person.
- 2.9 If you die, no transfer of your rights into the name of your personal representative is permitted.

### ***Guests and pets***

- 2.10 Your Home is only for your own personal use and occupation.
- 2.11 You may have up to two guests stay with you for up to three months in any 12 month period. If you get our consent, you may have guests stay for longer or have a larger number of guests. We may require any guest to leave if we consider other residents' enjoyment of the Village is negatively affected by their stay.
- 2.12 You may only keep a pet in your Home with our prior written consent. We can withdraw consent in respect of a pet at any time if we consider that your pet is causing a nuisance or distress to us or any other Resident, or if your pet has caused or is likely to cause damage to the Village, or we consider you are no longer able to care for your pet.

### ***Parking and driving in the Village***

- 2.13 You may only park in your garage or carport attached to your Home or your Garage allocated to you as set out in clause 1 (if any).
- 2.14 You are entitled to reasonable exclusive use of the Garage set out in clause 1 (if any). Your Garage may only be used for storage of your own car, motorcycle or mobility scooter. Your continued right to use the Garage is conditional on you continuing to hold a valid driver's licence and owning a registered motor vehicle with a current warrant of fitness.
- 2.15 If you no longer meet the conditions set out in clause 2.14 we may terminate your right to use the Garage by giving you one month's notice. You will not be entitled to any compensation on termination of your right to use the Garage.
- 2.16 You acknowledge that the use of the Garage is provided by us on a discretionary basis at no additional cost.

## **3 LIVING AT THE VILLAGE**

### ***Your rights***

- 3.1 We will ensure that we, all people who work at the Village and all service providers at the Village treat you with courtesy, respect your rights and do not exploit you.
- 3.2 You are entitled to all the rights under the Code of Residents' Rights.
- 3.3 The Code of Practice applies to this Agreement. We will comply with our responsibilities as set out in the Code of Practice.

- 3.4 We will consult with you about any proposed changes in your payments that will or might have a material impact on your occupancy or your ability to pay for the services and benefits we provide.
- 3.5 We will consult with you about any proposed changes in the services and benefits we provide that will or might have a material impact on your occupancy or your ability to pay for the services and benefits.
- 3.6 We will promptly notify you about any matter that would or might have a material impact on:
- (a) your right to occupy your Home, or your rights to quiet enjoyment; and
  - (b) your payments in consideration of your right to occupy your Home or your right to services and/or facilities within the Village.

### ***Village Rules***

- 3.7 You agree to comply with our Village Rules at all times and ensure that your guests are made aware of, and comply with, the Rules.
- 3.8 We may from time to time establish, review and amend the Rules provided we consult with residents first and any such amendment does not affect your existing rights under this Agreement. Any changes to the Rules do not take effect until we give you notice of the changes.
- 3.9 If there are any inconsistencies between the Rules and this Agreement, this Agreement overrides the Rules.

### ***Your relationships with others***

- 3.10 You may not do anything or allow anything to be done, within your control, which is or could be a nuisance, or annoyance to, or cause distress to, other residents, people who work at the Village, invitees to the Village or us.
- 3.11 You agree to comply with your obligations to others under the Code of Residents' Rights, in particular you will respect the rights of, and treat with courtesy, other residents, us, the people who work at the Village, and the people who provide services at the Village.

### ***Your use of Common Areas***

- 3.12 You are entitled to enjoy the Common Areas. You agree that your use of the Common Areas is to be exercised with care and in consideration for others and in common with us, all other residents and any other persons we grant similar rights to.

### ***Additional Services***

- 3.13 We will provide you with any Additional Services as we may agree with you from time to time. Whether or not we make available Additional Services will be at our discretion.

### ***Change in your care needs***

- 3.14 If you or we consider that your health needs have changed, you will be responsible for arranging a needs assessment (at your cost) to determine if you need long-term residential care.
- 3.15 If the result of any assessment is that you need rest home care, hospital care or dementia care you acknowledge that if you wish to receive such care you will need to make alternative arrangements for your care as we do not offer these levels of care at the Village.
- 3.16 We may from time to time enter into an agreement with a third party to provide Residents who are assessed as being eligible to receive long-term residential care with priority access to a nearby care facility. If we have such an agreement in place at the time you are assessed as being eligible to receive long-term residential care and that care facility offers suitable care for your needs then we will use our best endeavours to give you the benefit of that agreement.
- 3.17 You will be responsible for the costs and expenses incurred in connection with such arrangements, including any applicable premium charges or additional fees, pursuant to the terms of your agreement with the operator of the care facility.
- 3.18 We will ensure that you are provided with information on all available options relating to your increased need for care.

## **4 COSTS PAYABLE DURING YOUR STAY**

### ***Weekly Levy***

- 4.1 The Weekly Levy is payable by you by direct debit from the Commencement Date to the earlier of the date a new occupation right agreement is issued to a new resident for the Home, or thirty days after the later of the Termination Date or the date you stop living in the Home and remove all your possessions.
- 4.2 We are entitled to change the Weekly Levy at any time in accordance with changes in the Operating Expenses and the cost of providing the services as set out in Schedule Four. Any such change to the Weekly Levy will take effect no earlier than one calendar month following out notice. In setting the Weekly Levy we will consult with the Statutory Supervisor to determine an amount that we consider is fair and reasonable to be attributed to your Home.

### ***Additional Services***

- 4.3 If you ask us to provide any Additional Services you will pay us a fee as set by us at the time you request it.
- 4.4 We may change the Additional Services Fees where there is a change in the cost to us of providing the Additional Services. Any increase will take effect one month after we give you notice of the increase.
- 4.5 Fees for Additional Services are payable by you on invoice.

### ***Direct debit***

- 4.6 For any payments payable to us by direct debit they will be paid by you in advance on the first day of each month. You will sign and give us an authority to deduct any such payments by direct debit from your bank account.
- 4.7 We will give you 10 Working Days' notice of the proposed amount to be deducted from your bank account if any of the amounts change.
- 4.8 We may in certain circumstances agree to payment by way of automatic payment.

### ***Payment on invoice***

- 4.9 We will invoice you for any amounts due that have not been paid by direct debit.
- 4.10 For any amount set out in this Agreement as being payable on invoice, we will provide you with a written invoice and you must pay us not later than the 20<sup>th</sup> of the month following the date of the invoice.

### ***Utility costs***

- 4.11 You are directly responsible to the relevant provider for all utility charges incurred in respect of your use of utilities, including electricity, gas, telephone, internet and water and wastewater charges (except where these are included in your Weekly Levy).
- 4.12 Where we provide you with any utility services directly, we will invoice you for such costs.

### ***Legal costs***

- 4.13 You must pay all your own legal and other costs for entry into and termination of this Agreement. If you ask for any consent under this Agreement we may charge you our reasonable legal costs relating to such consent.

### ***Repair and upgrade costs***

- 4.14 You may be required to reimburse us for any required maintenance, repair, alteration or upgrade work to be carried out on your Home from time to time (see clause 5).

### ***Indemnity***

- 4.15 If we suffer any loss or damage as a result of your, or your guests', intentional acts, carelessness or negligence, you must:
  - (a) reimburse us for any insurance policy excess, where such loss or damage is covered by our insurance; or
  - (b) compensate and reimburse us in full, where such loss or damage is not covered by our insurance.

## ***GST***

- 4.16 If any amounts you pay to us (other than the amounts specified in clause 4.17) attract GST, then you will pay that GST to us.
- 4.17 The Deposit and Facilities Fee include GST (if applicable).

## ***Default interest***

- 4.18 If you fail to make any payment due to us under this Agreement by the due date, you will be required to pay interest on the amount due at the Default Interest Rate from the due date until the date of payment. This right does not limit or replace any other rights we have in respect of your default.

## **5 CARING FOR AND MAINTAINING YOUR HOME**

### ***Our right to enter your Home***

- 5.1 We have the right at all reasonable times to enter your Home to carry out an inspection, to give you care and assistance, or to carry out any repairs or alterations we consider necessary, provided we give you a reasonable amount of notice. In doing so we will try to cause you as little disturbance as possible, and will try to give you at least 24 hours' notice. You agree to waive notice in cases of emergencies.
- 5.2 Where we need you to vacate your Home to carry out any repairs or alterations, you must do so. We will first consult with you and arrange any temporary accommodation that may be required.

### ***Your and our responsibilities***

- 5.3 You will at all times keep your Home and its surrounds, together with the Operator's Chattels, in good working order and in a tidy, clean and proper condition.
- 5.4 You will advise us of any damage to or maintenance required for your Home or the Operator's Chattels as soon as you become aware of them. If you do not advise us we will not be responsible for any resulting loss or inconvenience.
- 5.5 We will take responsibility for arranging any necessary repair, maintenance or replacement of the interior of your Home and the Operator's Chattels that we consider is required. You will be responsible for the cost of the repair, maintenance and replacement of carpet and floor coverings and for remedying damage caused by you or your guests to the extent that these costs are not met by our insurance. All other costs relating to interior maintenance and the Operator's Chattels will be met by us.
- 5.6 We will consult with you about any repairs, maintenance or replacement to be carried out to the interior of your Home or the Operator's Chattels and where you are responsible any such costs these are payable by you on invoice.
- 5.7 Subject to clause 5.10 you are not responsible for the cost of any repairs or maintenance to the exterior of your Home or other buildings or chattels of the

Village unless you or your guests intentionally or carelessly cause any damage beyond Fair Wear and Tear, in which case the costs are payable by you on invoice.

- 5.8 You will not be responsible for the cost of remedying any underlying or inherent defect to your Home or the Operator's Chattels provided you notify us as soon as you are aware of the defect. Where the Home or the Operator's Chattels are new we will ensure that the benefit of any warranties is taken into account.

### ***Refurbishing, modifying or upgrading your Home***

- 5.9 You are not responsible for any costs of refurbishing or upgrading your Home following termination of this Agreement. However, we can charge you for any damage to the Home as set out in clauses 9.3 and 9.4.
- 5.10 If you wish to have the interior of your Home refurbished or upgraded during the term of this Agreement (including replacement of carpet or other fixed floor coverings), and if we agree to do so, this will be at your cost. We will consult with you and arrange for the work to be done.
- 5.11 You must not make any alterations or additions to your Home, or modify the Operator's Chattels, or fit aerials or other items to the exterior of your Home without our consent.
- 5.12 If you have a disability, you have the right to alter your Home if it does not meet your needs. If so, you must give us notice identifying what alterations you consider you need. We will consult and reach agreement with you as to what alterations are to be made and we will arrange the work. Any such costs are payable by you on invoice.
- 5.13 If any alterations have been made at your request, we may require the return of your Home to its original condition on termination of this Agreement. We will arrange for the work and any such costs are payable by you on invoice. If we do not require you to reinstate your Home to its original condition then you will not be entitled to any compensation for the cost of the alterations.

## **6 HOW WE WILL RUN THE VILLAGE**

### ***Management of the Village***

- 6.1 We will use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently and in the exercise and performance of our powers, functions and duties.
- 6.2 We are entitled to appoint an entity or company as the manager to undertake the day to day management of the Village. We will consult with you if we decide to appoint a new entity or company as manager. However, we will not consult with you if we or any manager decides to employ new staff members in managerial roles.
- 6.3 If we need to, or if in our reasonable opinion we consider it sensible, due to any public health, civil defence or other Government restrictions or events, we may make changes to our Village operations, including the provision of services and

removal of access to Common Areas. We will make such changes as we consider are necessary to comply with Government requirements and/or to protect the health, wellbeing and property of residents and our staff.

### ***Common Areas***

- 6.4 We are entitled to provide additional buildings, areas or amenities as part of the Common Areas, or to remove buildings, areas or amenities from the Common Areas permanently or temporarily.

### ***Maintenance of Village***

- 6.5 We will maintain and keep in good condition and order the Village including the homes and the Common Areas.
- 6.6 We will make and keep to a long term plan for maintaining the Village and refurbishing it.
- 6.7 We will supply your Home with standard connections for water, telecommunications (excluding fibre), television and electricity but we are not responsible for any failure in the provision or maintenance of utility services, such as electricity, gas, telecommunications and water.

### ***Insurance***

- 6.8 We will arrange and maintain a comprehensive insurance policy covering the Village (including your Home, Operator's Chattels, capital improvements, and additional fittings provided by you), for its full replacement value in respect of all usual risks including damage or destruction by fire, accident and natural disaster and covering any other insurable risk which we may consider desirable.
- 6.9 We will ensure that the insurance we have arranged is to the satisfaction of the Statutory Supervisor.
- 6.10 You must not do anything or permit anything to be done or omit to do anything which would cause our insurance policy referred to in clause 6.8 to become void or voidable, or increase the premium payable by us in respect of the insurance policy.
- 6.11 We are not responsible for insuring your personal belongings or vehicle or for any loss of or damage to your property. We strongly recommend that you maintain your own insurance to cover risk of loss or damage to your personal belongings and, if you have a vehicle, we require that you maintain your own vehicle insurance. We are not responsible for any loss of or damage to your property except where we or our staff have caused or contributed to such loss or damage.

### ***Development of the Village***

- 6.12 We may decide to improve, extend, add to, reduce, alter or redevelop the Village. If we do, we will try our best to cause as little inconvenience to you as is practical in the circumstances.

- 6.13 You may not make any unreasonable objection or claim compensation in respect of any development or building works we undertake. However, this does not prevent you making a complaint under our Village complaints facility if you so wish. You will, if we require, sign all consents and other documents as may be reasonably required by us to give effect to such development.
- 6.14 We are entitled to sell any part of the Village which we determine to be surplus to our needs.

### ***Sale of the Village***

- 6.15 If we decide to sell or dispose of our interest in the Village, we will consult with residents. Any such consultation will take place at a time directed by the Statutory Supervisor (if there is no Statutory Supervisor, it will be at a reasonable time before settlement of the transaction).
- 6.16 With effect from the date of sale or disposal, all our rights and obligations under this Agreement will pass to the new operator, and we will have no further rights and no further obligations to you under this Agreement. You agree to continue to observe and perform all your obligations under this Agreement for the benefit of the new operator.

## **7 TRANSFERRING TO ANOTHER HOME**

- 7.1 We acknowledge that you may wish to move to another home within the Village. We will try to enable a transfer subject to:
- (a) the availability of another home; and
  - (b) a new resident agreeing to purchase an occupation right agreement for your Home.
- 7.2 If you request and we agree to you transferring from your Home to another home in the Village then the following terms will apply:
- (a) You will terminate this Agreement and enter into a new occupation right agreement for the new home on the then current terms;
  - (b) On termination of this Agreement you will receive the Repayment Sum minus the amounts set out in clause 11.1;
  - (c) On termination of this Agreement you will pay a transfer fee of \$20,000 (plus GST if any) for the right to transfer;
  - (d) You will pay the entry payment for the new home being:
    - (i) The current market deposit for that new home; and
    - (ii) The current market facilities fee for that new home.
  - (e) If this is your first transfer in the Village the facilities fee for the new home will reduced by the amount of the amortised Facilities Fee paid in respect of this Agreement. For the avoidance of doubt, if the amortised Facilities

Fee is greater than the current market facilities fee for the new home then no further facilities fee will be payable by you on transfer.

- (f) The amortisation period for the new facilities fee on a first transfer in the Village will be the shorter of:
  - (i) The unexpired amortisation period of the Facilities Fee for this Home; and
  - (ii) The usual amortisation period for homes in the Village at the time you transfer.
- (g) The amortisation period for the new facilities fee on a second or subsequent transfer in the Village will be the usual amortisation period for homes at the time you transfer.
- (h) You will be responsible for your own legal and moving costs associated with the transfer.

7.3 Further terms and conditions that will apply to your transfer to another home within the Village will be at our sole discretion.

## **8 HOW THIS AGREEMENT ENDS**

### ***Termination by you***

8.1 You may terminate this Agreement on one calendar month's written notice to us. Your notice should set out the date on which you intend for the Agreement to terminate. If there are two of you named as resident then the notice must be signed by both of you.

### ***Termination on death***

8.2 This Agreement will automatically terminate on the day that you die, or, where two of you have jointly signed this Agreement, the surviving resident dies.

### ***Termination by agreement***

8.3 You and we can agree in writing to terminate this Agreement.

### ***Termination by us***

#### ***Health***

8.4 We may terminate this Agreement if based on a medical assessment obtained by us at our cost, an independent medical practitioner has certified that your physical or mental health is such that you cannot live safely in your Home or that other residents in the Village cannot live safely in their homes.

8.5 If we wish you to obtain a medical assessment, then:

- (a) we will give you not less than 14 days' notice of our intention to require you to have a medical assessment;

- (b) we will consult with you, your family or appointed representative where appropriate; and
  - (c) you agree to co-operate with us in obtaining this assessment.
- 8.6 You may obtain a second opinion at your cost and present this to us within seven days of your being advised of the assessment we have obtained.
- 8.7 If we have complied with our obligations above and the grounds giving rise to our right to terminate have not changed, then we will give you not less than one calendar month's notice of termination.
- 8.8 If there are two of you and the medical assessment applies to only one of you, we will not terminate this Agreement for health reasons provided you arrange suitable care and accommodation (which may need to be outside the Village) for the resident who has been assessed as soon as possible.

*Serious damage, injury, harm or distress*

- 8.9 We may terminate this Agreement if you have intentionally or recklessly caused or permitted, or we consider that you are reasonably likely to cause or permit:
- (a) serious damage to your Home or to the Common Areas;
  - (b) damage to your Home or to the Common Areas which is not of itself of a serious nature but which is made so by its continuous nature; or
  - (c) serious injury, harm or distress to us or to another resident or person who works at the Village or to any visitors to the Village.
- 8.10 If we wish to terminate this Agreement on these grounds we will give you as much initial notice as is reasonable in the circumstances that we intend to terminate this Agreement unless the default is remedied. When determining the period of notice required to remedy the default, we will take into account the nature and extent of the damage, injury, harm or distress concerned.
- 8.11 If we have complied with our obligations above and the grounds giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you as much final notice as is reasonable in the circumstances.

*Permanent abandonment or breach of agreement*

- 8.12 We may terminate this Agreement if:
- (a) you have permanently abandoned your Home; or
  - (b) you have materially breached this Agreement.
- 8.13 If we wish to terminate this Agreement on these grounds, we will give you not less than one calendar month's initial notice that we intend to terminate this Agreement unless the breach or circumstances are remedied.

- 8.14 If we have complied with our obligations above and the grounds giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you not less than one calendar month's final notice.

### ***Termination Date***

- 8.15 The Termination Date is the applicable date from the following:
- (a) the expiry of the notice period (being not less than one month) in a notice of termination given by you to us; or
  - (b) the date the last surviving resident dies; or
  - (c) the date that you and we agree in writing; or
  - (d) the expiry of the applicable notice period in a final notice of termination given by us to you.

## **9 VACATING YOUR HOME**

- 9.1 You must leave your Home and remove all personal belongings and vehicles from your Home and the Village on or before the Termination Date or if the last surviving resident has died, within three weeks of the date of death. If for any reason you remain in the Home after the Termination Date your obligations relating to living in and using the Home will continue to apply.
- 9.2 If we have permitted a person who is not party to this Agreement to live with you in the Home, we may allow that person to remain in the Home for up to three weeks following your death subject to them meeting all the usual obligations relating to living in and using the Home during that period.
- 9.3 You must leave your Home in similar repair, order and condition as it was at the Commencement Date, except for Fair Wear and Tear or any damage by fire, accident or natural disaster. You must make good any damage caused to your Home or Village in removing your personal belongings.
- 9.4 When you have vacated we will enter the Home to assess whether you or your guests have caused any damage to the interior of the Home or the Operator's Chattels which is more than Fair Wear and Tear. If there is any such damage, we will consult with you about the nature of any works required and the cost to carry out repairs. We will then carry out the works and the costs will be payable by you by way of a deduction from your Repayment Sum.
- 9.5 If your personal belongings are not removed by the date set out above, we may remove them at your cost. If you have not collected them within a further 90 days we may either dispose of the items or otherwise sell them and, after deducting our expenses of removal and storage pay any proceeds to you.

## **10 FINDING A NEW RESIDENT**

- 10.1 After the Termination Date (or any later date that you stop living in your home and remove all personal possessions) we will in a timely manner make all

reasonable efforts to obtain a new resident for your Home who is prepared to enter into an occupation right agreement on our then standard terms and conditions and for the best price reasonably obtainable.

- 10.2 You may introduce a prospective new resident to us at any time prior to us entering into a new occupation right agreement for your Home. We are not obliged to accept any person who we consider unsuitable as a resident of the Village or the Home.
- 10.3 We do not have to obtain a new resident if this Agreement is terminated following a Damage Event (see clause 12.12) or if we agree to pay you the Repayment Sum prior to finding a new resident.
- 10.4 We will not give preference to finding residents for new homes in the Village ahead of your Home.
- 10.5 We will consult with you about the marketing of your Home. In particular, we will consult with you about when your Home goes on the market and the general nature of the marketing plan for your Home. We will continue to keep you informed on a monthly basis about progress with marketing.
- 10.6 You are not required to pay for any direct charges relating to the marketing and sale of your Home.
- 10.7 If a new occupation right agreement for your Home has not been entered into within three months of the Termination Date, we will report in writing to you and then provide monthly written reports until a new occupation right agreement is entered into. Our report will set out the steps we have taken to market your Home and the progress that has been made towards finding a new resident.
- 10.8 If we have not entered into a new occupation right agreement for your Home within six months of the Termination Date, we will obtain a valuation of your Home at our cost by an independent registered valuer who is experienced in valuing retirement village homes to establish a suitable price at which to market your Home. We will let you know the valuation amount. If you do not agree with it, you may obtain a second valuation performed by an independent registered valuer who is experienced in valuing retirement village homes, at your cost.
- 10.9 We will market your Home at the price established by the valuation that we have obtained. If however, you have obtained a second valuation then we will consider that second valuation when determining a suitable price at which to market your Home.

## **11 PAYMENTS FOLLOWING TERMINATION**

### ***Our Payment of the Repayment Sum less deductions***

- 11.1 On or before the Repayment Date, we will pay you the Repayment Sum, minus the following amounts:
  - (a) any unpaid Weekly Levies and/or Additional Services Fees;

- (b) the costs of cleaning the Home and remedying any damage beyond fair, wear and tear; and
- (c) any other money due or that will be due from you under this Agreement.

### ***Repayment Date***

11.2 The Repayment Date is the applicable date from the following:

- (a) within five Working Days after we hold a new occupation right agreement and receive full settlement of the entry payment from a new resident for your Home; or
- (b) if we agree in writing to pay you the Repayment Sum prior to finding a new resident to enter into an occupation right agreement for your Home, the Repayment Date is 20 Working Days after the date we reach unconditional agreement; or
- (c) five Working Days after the date of expiry of the applicable notice period if we give you a final notice of termination.

### ***When we can defer payment***

11.3 If you (or the last resident, if there were originally two of you) have died, then we will defer making payment until your personal representative provides evidence of probate of your will, or letters of administration of your estate.

## **12 DAMAGE OR DESTRUCTION**

12.1 If your Home is damaged or destroyed by fire, accident, natural disaster or any other risk ("Damage Event") this clause 12 applies, which may override other clauses in this Agreement relating to termination and exit payments.

12.2 If a Damage Event occurs, the time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend on circumstances outside our control. As such, the phrase "as soon as reasonably practicable" shall mean taking all relevant circumstances into account.

12.3 Following a Damage Event we will consult with you to decide whether it is practicable to repair or replace your Home. We will try to consult with you as soon as reasonably practicable after the Damage Event. After we have consulted with you, we will notify you of our decision.

### ***Repair or replacement***

12.4 If we have decided it is practicable to repair and replace your Home, we will do so as soon as reasonably practicable. We replace it to a design we consider appropriate and to a standard comparable to your Home prior to the Damage Event, subject to us receiving the necessary building consents to do so. However, we are not bound to expend any more money than the actual amount of the insurance money we receive.

### ***Suspension of payments***

12.5 If your Home becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors', acts or omissions:

- (a) your requirement to pay the Weekly Levy and any Additional Services Fees; and
- (b) the amortisation of the Facilities Fee (if applicable),

will be suspended from the date of the Damage Event to the date your repaired or replaced Home is ready for occupation by you.

12.6 However, if we are providing you with temporary accommodation (as set out below), the amortisation of the Facilities Fee will resume from the date that we make temporary accommodation available to you.

### ***Temporary accommodation***

12.7 Following the Damage Event we will use our reasonable endeavours to provide alternative temporary accommodation for you while your Home is being repaired or replaced or until this Agreement is terminated. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.

12.8 We will be responsible for the cost of providing such accommodation to you, to the extent and for the time period that we receive adequate amounts from our insurer for such costs. We are entitled to determine and change at any time the amount of temporary accommodation cover that we maintain.

12.9 You must pay us any outgoings relating to such accommodation and any charges for personal services provided to you whilst you are staying in temporary accommodation.

12.10 If a Community Facility is being repaired or replaced following an insured event, we will use reasonable endeavours to provide alternative facilities at our cost as soon as reasonably practicable.

### ***Termination following a Damage Event***

12.11 Following a Damage Event and after consultation with you, we may (in our sole discretion) decide it is not practicable to repair or replace your Home in the following circumstances:

- (a) repair or replacement of your Home is not practicable due to the nature or extent of the damage or destruction;
- (b) we are unable to obtain the necessary building consents to repair or replace;
- (c) the insurance money we receive is not adequate to meet the cost of repairing or replacing your Home; or
- (d) we receive no insurance money.

- 12.12 If we decide not to repair or replace your Home, this Agreement will terminate on the date we give you notice of our decision, unless clauses 12.13 to 12.16 apply. If this Agreement terminates under this clause:
- (a) the Repayment Sum we will pay you will be an amount equal to the Entry Payment less any amounts due to us under clause 11.1; and
  - (b) the Repayment Date is 10 Working Days after the date we or the Statutory Supervisor receives full payment from our insurers for the loss or damage; and
  - (c) we must pay you an amount equal to the Entry Payment even if we do not receive full payment from our insurers.

***Transfer to another home following a Damage Event***

- 12.13 If this Agreement is terminated under clause 12.12, we may offer you an option to transfer to an alternative home (either pre-existing or yet to be constructed) in the Village which is of similar size and market value to the Home prior to the Damage Event.
- 12.14 If we offer you such option, the deposit for the alternative home will be no more than the Deposit for your Home and the facilities fee in relation to both homes will not exceed the amount set out in clause 1.
- 12.15 If you accept such option you will be responsible for moving yourself and your belongings at your own cost and your legal costs in relation to entering into a new occupation right agreement for the alternative home on our then standard terms.
- 12.16 If we offer you an option to transfer to an alternative home and you do not accept such option, this Agreement will be deemed terminated by you and the usual Repayment Sum and Repayment Date provisions will apply. For the avoidance of doubt, the amortised portion of the Facilities Fee will not be refunded to you.
- 12.17 In addition to clause 12.13, if this Agreement is terminated under clause 12.12 we may offer you an option to transfer to a larger home or a home with a higher market value (either pre-existing or to be constructed in the Village) than your Home prior to the Damage Event. In this case we may require you to pay the difference between the market value of the new home and the market value of your Home prior to the Damage Event. If you do not accept this offer then this Agreement will be deemed to have terminated in accordance with clause 12.12.

***Damage or destruction to part of the Village***

- 12.18 If a substantial part of the Village is damaged or destroyed, even if your Home is not damaged, we will consult with you to decide whether it is practicable to repair or replace such part of the Village. If you decide to terminate this Agreement in these circumstances, the usual Repayment Sum and Repayment Date provisions will apply. For the avoidance of doubt, the amortised portion of Facilities Fee will not be refunded to you.

### **13 HOW TO SOLVE PROBLEMS**

- 13.1 We have established and will maintain a complaints facility to deal with any informal and formal complaints raised by you, other residents or us. This complaints facility will comply with the Retirement Villages Act and the Code of Practice.
- 13.2 Under the Retirement Villages Act you may have grounds to require a matter to be resolved by a disputes panel by giving us and/or any other party a dispute notice, provided you first refer the complaint to our complaints facility.
- 13.3 If you have a complaint because we have not found a new resident for your Home within nine months after your Home became available to us for disposal, you may be able to give us a dispute notice in accordance with the Retirement Villages Act without first referring your complaint to our complaints facility.

### **14 BREACH OF THIS AGREEMENT**

- 14.1 If you breach any of your obligations under this Agreement we may, without prejudice to any of our rights, powers or remedies, at your cost, pay money and do things in our opinion reasonably necessary for the performance of your obligations. We will consult you before paying such money or doing such things.
- 14.2 You will promptly pay us all money paid by us and our legal costs incurred to enforce our rights and remedies under this Agreement. Until we receive such payment, moneys and costs incurred on your behalf will be treated as an advance and interest is payable by you at the Default Interest Rate.
- 14.3 If we do not insist upon your strict performance, observance or compliance with any of your obligations under this Agreement, or we waive any of your breaches of this Agreement, this shall not be construed to be a waiver or relinquishment by us of our right to insist upon your strict compliance with all or any one or more of the terms of this Agreement.

### **15 GENERAL**

- 15.1 If any clause of this Agreement is declared illegal, invalid or unenforceable this Agreement shall be read as if that clause were not contained in it. You and we shall endeavour in good faith negotiations to replace any such illegal, invalid or unenforceable clauses.

#### ***Notices and consents***

- 15.2 If you require our consent or approval for anything under this Agreement, such consent or approval may be given conditionally or unconditionally or withheld by us in our discretion acting reasonably. In exercising our discretion we will, amongst other matters, have regard to our need to operate the Village for the benefit for all residents. Our consent or approval must be obtained before the act, matter or thing is done.
- 15.3 All notices, consents or approvals given under this Agreement must be in writing.

- 15.4 All notices to you may be given by delivering such notice either personally to you or to your Home. All notices to us may be given by delivering such notice to the Village's physical address or its registered office.

***Meetings of residents***

- 15.5 We will call meetings of residents of the Village in the circumstances and for the purposes set out below:

<b>Circumstances</b>	<b>Purpose</b>
An annual general meeting within 6 months after the end of an accounting period for which financial statements must be prepared for the operator or the retirement village	Considering the financial statements, a report from the statutory supervisor (if any), a report on maintenance and any other matters
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
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
Where the Act, Regulations or the Code of Practice require us to obtain the consent of residents of the village	To obtain the consent of residents of the Village
Where other enactments, the resident's Agreement or other such documents require us to obtain the residents' collective consent	To obtain the residents' collective consent

- 15.6 We will provide written notice of the meeting to you and each resident of the Village at least 10 Working Days before the meeting. The notice will specify the time, place and agenda of the meeting, and all papers to be considered at the meeting will be attached.

- 15.7 You and we agree that the meetings will be chaired by a person:

- (a) appointed by the Statutory Supervisor; or
- (b) appointed in accordance with the conditions (if any) of an exemption (if any) that we may have from appointing a statutory supervisor; or
- (c) appointed by the majority of the residents of the Village who are at the meeting if an appointment has not been made under paragraphs (a) or (b) above.

- 15.8 We will give to you and the other residents attending the meeting, either orally or in writing, the information that relates to the affairs of the Village and has been requested with reasonable notice by a resident of the Village.

***Procedure if there ceases to be a statutory supervisor***

- 15.9 If the Statutory Supervisor ceases to be the statutory supervisor of the Village, then we will promptly appoint a new statutory supervisor with the required qualifications to act as statutory supervisor of the Village in accordance with the procedures set out in the Retirement Villages Act and the Deed of Supervision.

***Counterparts***

- 15.10 This Agreement may be signed in counterparts. All executed counterparts together will constitute one document. Any copy of this Agreement sent via email in PDF format or by facsimile may be relied on by any other party as though it were an original. This Agreement may be entered into on the basis of an exchange of such copies.

**16 IMPORTANT DOCUMENTS**

- 16.1 Any documents made available to you as set out in this clause or as required under the Retirement Villages Act will be given to you free of charge.

***Your application***

- 16.2 You confirm any reports or information you have supplied to us in connection with your application for this Agreement are correct and true.
- 16.3 This Agreement remains subject to any conditions set out in your application for this Agreement.

***Enduring powers of attorney and wills***

- 16.4 On or before the Commencement Date you must give us a copy of your properly executed enduring powers of attorney in respect of both your property and your personal care and welfare. These powers of attorney must remain valid in the case of mental incapacity. You must provide a copy of any replacement enduring powers of attorney you grant during the term of this Agreement.
- 16.5 On or before the Commencement Date you must confirm to us that you have a valid last will and testament.
- 16.6 You will keep us informed of the name, address and telephone number of your attorneys, legal personal representatives and next of kin.

***Personal Information and privacy***

- 16.7 We are committed to being open and transparent about how we manage your Personal Information. In particular we will always comply with the requirements of applicable privacy laws which regulate how we may collect, store, use and disclose your Personal Information. Those laws also specify other requirements, such as how you may access, correct and delete information held about you. We

have put in place our own privacy policy, which aims to communicate in the clearest way possible how we treat your Personal Information.

- 16.8 You authorise us to collect Personal Information about you from third parties, including Health Agencies, for the purpose of determining your continued suitability to live in the Village. You also authorise us to disclose relevant information we hold about you to any Health Agency to assist in determining your suitability to live in the Village.
- 16.9 You have the right during office hours to access and correct all Personal Information held by us about you.

***Village documents***

16.10 You confirm that you have received a copy of:

- (a) the Disclosure Statement;
- (b) the Code of Residents' Rights; and
- (c) the Code of Practice.

16.11 Further copies of the above documents can be requested from us at any time.

16.12 Copies of any management agreement, the Deed of Supervision and our certificate of insurance for the Village can be requested from us at any time.

***Policies and procedures***

16.13 We have and will maintain written policies and procedures in respect of the following matters, and copies of these policies can be requested from us at any time:

- (a) Staffing of Village;
- (b) Safety and personal security of residents;
- (c) Fire protection and emergency management (including access for people with disabilities);
- (d) Transfer of residents within the Village;
- (e) Meetings of residents with us and resident involvement;
- (f) Dealing with complaints by Village residents;
- (g) Accounts;
- (h) Maintenance and upgrading;
- (i) Termination of this Agreement;

- (j) Communication with residents (for communicating with residents who speak English as a second language or who have a limited ability to communicate); and
- (k) Privacy policy.

***Financial statements***

- 16.14 On request we will give to you a copy of the most recent audited financial statements prepared by us under the Retirement Villages Act. Your right to request a copy of the audited financial statements continues until you have received your Repayment Sum.
- 16.15 We will prepare, at the start of each financial year, a statement forecasting for that period:
- (a) the operating expenditure relating to the Village;
  - (b) all expenditure relating to the Village (including amounts repayable to residents, former residents and their estates);
  - (c) all income relating to the Village; and
  - (d) the amounts of the operating expenditure that must be met by the residents of the Village.
- 16.16 We will give a copy of the forecast statement to you and to all the other residents within three months of the start of each financial year.

**SIGNING OF THIS AGREEMENT**

[Insert Resident 1 name]

[Insert Resident 2 name]

Signature of Resident:

\_\_\_\_\_

\_\_\_\_\_

Witness signature\*

\_\_\_\_\_

\_\_\_\_\_

Witness name

\_\_\_\_\_

\_\_\_\_\_

Witness address

\_\_\_\_\_

\_\_\_\_\_

Witness occupation

\_\_\_\_\_

\_\_\_\_\_

Date signed by the Resident(s):

\_\_\_\_\_

\* To be witnessed by the lawyer who certifies this Agreement. Please also sign the Lawyer's Certificate on the following page.

Signed for and on behalf of the Operator by:

\_\_\_\_\_

\_\_\_\_\_

Name

Signature

**YOUR RIGHT TO CANCEL OR AVOID THIS AGREEMENT**

- (a) You may cancel this Agreement under section 28(1) of the Retirement Villages Act, without having to give any reason. You can do this by notice given not later than 15 Working Days after you sign this Agreement.
- (b) Where this Agreement relates to a Home which is to be built or completed after the date you sign this Agreement, then, if your Home is not finished within six months after the Target Completion Date, you may also cancel this Agreement under section 28(1) of the Retirement Villages Act. You can do this by giving notice to us at any time after the expiry of that six-month period.
- (c) Your notice of cancellation must be in writing and must clearly indicate your intention to cancel this Agreement.
- (d) Your notice may be given on your behalf by a person authorised in writing by you.
- (e) The notice of cancellation must be given to us or to any person we have told you is authorised to receive communications on our behalf.
- (f) If you cancel your Agreement under this clause, you are entitled to a refund of any payment made by you for this Agreement within 10 Working Days of your request. This refund will include any interest earned in the Statutory Supervisor's account (but less any tax) and be without deduction except we are entitled to reasonable compensation for any services we have provided to you while you were living in the Village, and for any damage to your Home or to any facilities in the Village, for which you are responsible.

## LAWYER'S CERTIFICATE

*Lawyer's certification*

*Name of Village: Acacia Cove Village*

*Registration number of Village: 1951074*

I, \_\_\_\_\_ *[insert name of lawyer], certify that:*

(a) *I explained to*

\_\_\_\_\_  
*[insert name of intending resident or person treated by section 27(7) of the Act as the intending resident] the general effect of the attached Agreement and its implications before he or she signed the Agreement; and*

(b) *I gave the explanation in a manner and in language that was appropriate to the age and understanding of*

\_\_\_\_\_  
*[insert name of intending resident or person treated by section 27(7) of the Act as the intending resident].*

*Dated:* \_\_\_\_\_ *[insert date].*

*Signed:* \_\_\_\_\_ *[insert signature of lawyer].*

*Name:* \_\_\_\_\_ *[insert name of signatory].*

*Street address:* \_\_\_\_\_  
*[insert street address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works].*

*Postal address:* \_\_\_\_\_  
*[insert postal address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works].*

*Email address:* \_\_\_\_\_ *[insert email address of lawyer].*

*Telephone number:* \_\_\_\_\_ *[insert telephone number of lawyer].*

*Fax number (optional):* \_\_\_\_\_ *[insert fax number for lawyer, if desired].*

## Schedule 1: Definitions

**"Additional Services"** means the services we may in our discretion make available to you from time to time for you to choose in exchange for which you will pay us the applicable cost for the service concerned.

**"Additional Services Fee"** means the payment (if any) you make to us in exchange for our provision of the Additional Services selected by you. More detail is in clauses 4.3 to 4.5.

**"Admission Agreement"** means any agreement for the provision of long-term residential care to be entered into between you and the operator of the Care Facility.

**"Agreement"** means this Agreement including the Schedules.

**"Code of Practice"** means the Retirement Villages Code of Practice 2008 as updated, amended or replaced from time to time.

**"Code of Residents' Rights"** means the code of resident's rights which is applicable from time to time under the Retirement Villages Act.

**"Common Areas"** means those parts of the Village provided by us from time to time for common use by residents.

**"Deed of Supervision"** means the written document we have entered appointing the Statutory Supervisor to the Village as required under the Retirement Villages Act, as amended from time to time.

**"Default Interest Rate"** means the rate of 5% above the 90 day bill bank rate as published by the ANZ Bank New Zealand Limited.

**"Deposit"** means the interest free sum of money paid by you to us on the granting of the right to occupy the Home. This payment is in consideration of the supply of accommodation, the supply of Common Areas and your right to receive payment of an equivalent sum on the Repayment Date.

**"Disclosure Statement"** means the written document entitled the disclosure statement containing information about the Village, in accordance with the Retirement Villages Act.

**"Entry Payment"** means the Deposit and Facilities Fee set out in clause 1.

**"Facilities Fee"** means the sum of money paid by you to us on the granting of the right to occupy the Home. This payment is partly in consideration of the supply of accommodation and the use of the Common Areas (as to 75%) and partly in consideration of the supply of the Village's community centre and facilities (as to 25%).

**"Fair Wear and Tear"** means the normal change that takes place with the ageing of the Home or the Operator's Chattels through normal use by you or your guests. It does not include any damage caused by smoking or by pets.

**"Health Agency"** has the meaning given to it in the Health Information Privacy Code 1994 and includes any health or disability service provider.

**"Home"** means the home identified in clause 1 which is a residential unit for the purposes of the Retirement Villages Act.

**"Operating Expenses"** means the costs and outgoings of the Village as set out in Schedule 3.

**"Operator's Chattels"** means any chattels installed in your Home by us.

**"Personal Information"** means identifiable information about you, such as your name, date of birth, email, address, telephone number, health information and so on.

**"Repayment Date"** means the date we must pay you the Repayment Sum and which is set out in clause 11.2.

**"Repayment Sum"** means an amount equal to your Deposit plus your unamortised Facilities Fee, from which certain amounts can be deducted.

**"Retirement Villages Act"** means the Retirement Villages Act 2003 as updated, amended or replaced from time to time.

**"Rules"** means our rules for the Village set out in Schedule 2, which we may change from time to time, as set out in this Agreement.

**"Statutory Supervisor"** means Covenant Trustee Services Limited or any other company appointed as statutory supervisor of the Village.

**"Termination Date"** means the date this Agreement terminates or ends as set out in clause 8.15 or clause 12.12.

**"Weekly Levy"** means the regular fee payable by you to us which includes:

- Your proportion of the Operating Expenses as determined by us; and
- Payment for the supply of services to you by or on behalf of us, as set out in Schedule 3

The initial amount is set out in clause 1 and more detail is in clauses 4.1 to 4.2.

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

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

A Working Day will be deemed to commence at 9am and end at 5pm. Any act done under this Agreement by a party after 5pm on a Working Day, or on a day which is not a

Working Day, will be deemed to have been done at 9am on the next succeeding Working Day.

## Schedule 2: Village Rules

### 1. You will:

- 1.1 Report any property or equipment requiring maintenance to the Village Manager in writing.
- 1.2 Take all practicable steps to prevent infestation of your Home by vermin and/or insects.
- 1.3 Keep any car parking space (including carports) tidy and free of all litter.
- 1.4 Keep clean all glass in windows and doors of your Home and promptly replace with new glass of the kind and weight advised by the Village Manager if broken or cracked as a result of want of care, misuse, or abuse, by you or your guests.
- 1.5 Ensure that all blinds, curtains, shades, awnings and other similar fittings and fixtures installed by you in or upon your Home and visible from the outside of the Home conform to the reasonable requirements and standards of the Village Manager, as to design, quality and appearance.
- 1.6 Comply with the Village Manager's guidelines for disposal of rubbish.
- 1.7 Ensure all water taps in your Home are promptly turned off after use.
- 1.8 When in the Common Areas be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to other residents or to any person lawfully using the Common Areas.
- 1.9 Take all reasonable steps to ensure that your guests do not behave in a manner likely to interfere with the peaceful enjoyment of other residents or of any person lawfully using the Common Areas.
- 1.10 Give written notice to the Village Manager if:
  - (a) Your Home is to be left vacant for more than seven consecutive days.
  - (b) It is intended that any person other than you is to reside in your Home for more than one month.
  - (c) It is intended that any person under the age of 18 years is to reside in your Home for any period.
- 1.11 In the event of any notifiable infectious disease as defined in the First Schedule of the Health Act 1956 occurring in your Home forthwith give notice to the Village Manager and to proper public authorities and at your expense thoroughly fumigate and disinfect your Home to the satisfaction of the Village Manager and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same.

- 1.12 Ensure that the duties and obligations imposed by these rules on you will also be observed by your guests.
- 1.13 Use the Common Areas only for the purpose for which the Village Manager determines from time to time.
- 1.14 Smoke only in those parts of the Common Areas designated for smoking (outside common buildings).
- 1.15 Store all possessions in carport cupboards where applicable.

**2. You will not:**

- 2.1 Damage any lawn, garden, tree, shrub, plant or flower situated in the Village.
- 2.2 Burn any rubbish or waste in or about your Home or the Common Areas.
- 2.3 Play any musical instrument or use or permit to be used any radio, record player, tape recorder, television, loudspeaker, screen or other equipment, or like media, in such a manner that it is likely to be heard or seen from outside your Home or likely to cause interference to radio and television reception of other residents.
- 2.4 Use or permit, nor suffer to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in your Home or the Common Areas for any purposes other than those for which they were constructed or provided.
- 2.5 Obstruct the lawful use of the Common Areas by any authorised person.
- 2.6 Carry out or permit any auction or garage sale to be conducted or take place on or about your Home without the consent of the Village Manager.
- 2.7 Use or permit to be used the Common Areas or any part for any business or commercial purposes.
- 2.8 Keep clutter or work benches, etc., in carports.
- 2.9 Keep dogs confined in carports.

**3. You will not, except with the written consent of the Village Manager:**

- 3.1 Hang any washing, towels, bedding, clothing or other articles in carports or on any part of the Village, other than on lines provided by the Village Manager and then only for a reasonable period.
- 3.2 Inscribe paint, display or affix any sign, advertisement, name, flagpole, flag or notice on any part of the outside of any building or structure forming part of the Village.
- 3.3 Erect any awning, blind, shades, television aerial or antennae on the exterior of any buildings forming part of the Village.

- 3.4 Park or stand any motor or other vehicle, trailer or caravan upon the Common Areas except one motor vehicle in approved car parking areas.
- 3.5 Use or store in your Home or upon the Common Areas any flammable chemical liquid, gases or other flammable material, other than small quantities of chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**4. We may in our absolute discretion:**

- 4.1 Permit any resident to keep in their home any bird or animal, but will be entitled to withdraw any consent so granted if, in our opinion, the bird or animal disturbs other residents or causes any damage to the home or any part of the Village.
- 4.2 Close the Village centre, or any part of the Village centre, and prevent and prohibit any person (residents) from entering or remaining there between the hours of 10.00pm and 5.00am. Without affecting the preceding provisions of this rule we may close, lock off or otherwise control the Common Areas or any part from time to time, and may take all such actions as we deem necessary for this purpose and, in particular, may take such actions as we deem necessary to prevent unauthorised persons from using any part of the Village. We will not take any action under this rule inconsistent with the right of residents to have access to their homes.

### Schedule 3: Weekly Levy

The Weekly Levy payable by you includes:

1. A proportion of all costs, charges, expenses, wages, salaries, fees and other outgoings paid or payable by or to us in consideration of the provision of goods and services associated with the management, supervision and operation of the Village referred to in this Schedule as "Operating Expenses" including but without limiting the foregoing:
  - a. all governmental, semi-governmental, territorial authority, local body levies rates, taxes (except capital gains and income tax), charges assessments duties and fees in respect of the Village and the Land;
  - b. insurance premiums;
  - c. costs of compliance with governmental, semi-governmental, territorial authority and local government statutes, regulations, and by-laws;
  - d. the cost of provision of security, utilities, cleaning, servicing, gardening and the operating cost of all services and facilities provided by the Operator for the general use and enjoyment of Residents of and visitors to the Village;
  - e. all reasonable management overhead costs including accident compensation levies, superannuation payments, accountancy, audit and legal fees whether incurred by the Operator in respect of the Village at the Village or elsewhere including a management fee in respect of management services provided by the Operator;
  - f. all fees and expenses of the Statutory Supervisor;
  - g. the cost of maintenance and repairs to all buildings, Common Areas and the Village severally including maintenance of roading, water supply, stormwater systems, sewerage, power reticulation, external painting and landscaping;
  - h. the replacement of minor capital items;
2. The cost of providing such services and facilities to or for residents as may be agreed or varied from time to time in accordance with this Agreement. The services and facilities available to each resident include:
  - a. Heated swimming pool;
  - b. Spa bath;
  - c. Hairdressers salon;
  - d. Gymnasium;

- e. Library;
- f. Craft room;
- g. Indoor bowls area;
- h. On-site doctor's room;
- i. A prescription delivery service and staff who are on duty or emergency call 24 hours a day.

The Weekly Levy does not include items such as housekeeping, doctor's visits, nursing care, hairdressing or physiotherapy which are available on a user-pays basis as additional services. Each resident is responsible for their own line rental and other telephone charges. Those residents whose home is a villa will meet their own separately metred power costs.