

Palmerston North Village

**Disclosure
Statement**

Independent Living

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1. Important information for intending residents

This clause is as set out in Schedule 4 of the Retirement Village (General) Regulations 2006.

Decisions about retirement villages are very important. They have long-term personal and financial consequences. You should read this Disclosure Statement carefully. This Disclosure Statement draws your attention to some of the important matters you should consider before deciding to enter a retirement village.

Ask questions.

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

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

- (a) *the kind of legal interest that the resident has in the village:*
- (b) *what happens if the resident wants to terminate:*
- (c) *the fees and charges that apply to entering, moving between units within, and leaving the village:*
- (d) *the ongoing fees and charges.*

It is important that you and your family understand what is involved in entering into an occupation right agreement to join a retirement village. Although in most cases you will have 15 working days to cancel an occupation right agreement after signing it, you should consider the issues carefully before you sign any application form or agreement.

2. Introduction

This Disclosure Statement sets out details about the Village and the rights and obligations you have relating to an **independent living unit** at the Village.

Important information for intending residents can be found in clause 0 above.

Specific details and information relating to your proposed personal interest in the Village can be found in Schedule 1.

Specific details and information relating to details of the Village, including the services and facilities available at the Village, can be found in Schedule 2.

Specific details and information relating to sales at the Village can be found in Schedule 3.

Where any words or phrases are shown with capital first letters, their meanings are set out in clause 13.

3. Directory

Date Disclosure Statement Lodged for Registration	Refer to clause 1 in Schedule 2.
Village Name	Palmerston North Village
Village's Street Address	7 Fitchett Street, Central Palmerston North, Palmerston North, New Zealand
Operator	Metlifecare Palmerston North Limited, a company registered under the Companies Act 1993 under number 595019
Operator's Directors	Earl Gasparich, Hannah Walton, Johanna Sawden, Rebecca Elizabeth Mellish, Justin Fogarty and Jeanie Hughes
Village/Operator's Registered Office, Address for Service and Street Address	110 Carlton Gore Road, Newmarket, Auckland 1023, New Zealand
Operator's Contact Details	Agent: Earl Gasparich, Chief Executive Officer Phone: 09 539 8000 Email: info@metlifecare.co.nz
Manager's Details	Name: Metlifecare Limited Registered Office/Street Address: 110 Carlton Gore Road, Newmarket, Auckland 1023, New Zealand Phone: 09 539 8000 Email: info@metlifecare.co.nz
Statutory Supervisor	Covenant Trustee Services Limited Address: Level 6, 191 Queen Street, Auckland Phone: 09 302 0638 Email: info@covenant.co.nz
Village Manager's Details	Name: Sheryl Tubman Phone: 06 350 6410 Email: sherylt@metlifecare.co.nz

4. Your Occupation Right Agreement and your rights

4.1 Nature of Your Interest and Occupancy Rights

You are offered a contractual licence to occupy your Unit entitling you to reasonable exclusive use and occupation of your Unit and a shared right to use the Common Areas in the Village. That licence is called an Occupation Right Agreement.

The rights granted to you under your Occupation Right Agreement are personal contractual rights only and cannot be registered. The Occupation Right Agreement does not give you any interest in land, ownership right or tenancy in the Village or your Unit.

If your Occupation Right Agreement is for two of you, you both hold the benefits and have obligations jointly. If one of you ceases to live permanently in the Unit for any reason, the interest of that Resident automatically transfers to the other Resident.

Your Occupation Right Agreement is secured by the security in favour of the Statutory Supervisor described in clause 9 below.

4.2 Effect of Marriage or Civil Union on Your Occupation Right Agreement

The Occupation Right Agreement is a personal licence to you to occupy your Unit. As such, if you later marry or enter into a civil union, there is no change to the Occupation Right Agreement, and it remains in your sole name.

If you would like your spouse or partner to live in your Unit with you, you will need to ask us for approval as only you have the right to occupy the Unit. We will consent to your spouse or partner living with you, provided they meet our normal criteria and enter into a Deed of Covenant at their cost. Your spouse or partner will need to vacate the Unit when the Occupation Right Agreement is terminated in the future.

4.3 Varying Occupation Right Agreement

The Occupation Right Agreement can only be varied or amended if you and we both agree to do so. Any such variation will be recorded in writing.

4.4 Your Rights

In addition to the rights you have under the Code of Residents' Rights you have the following rights:

Right	Details, conditions and any limitations
To grant a security interest in the termination proceeds	You need to get our prior written consent to granting a security interest. Any security interest will be subject to our right to deduct any amounts owing by you at termination.
To have a member of your family stay with you in your Unit	You may have friends or members of your family stay with you while you are present for no longer than 90 days in any 12 month period. If you get our prior written consent, you may have guests for longer stays.
To keep a pet in your Unit	You may only keep a pet in your Unit with our prior written consent. Such consent can be withdrawn at any time if, in our opinion, the pet is no longer suitable for the Village or if you are no longer able to adequately care for the pet.

4.5 Rights you do not have

You do not have the following rights:

To mortgage or otherwise borrow against your interest in your Unit.
To sell or market your Unit. Please see clause 8 for further information on how we sell and market the Unit following termination of your Occupation Right Agreement.

To have a person stay with you in the Unit as a companion or carer.
To have a person board with you in your Unit.
To have a person stay in your Unit to mind it for you while you are away.
To let or sub-licence your Unit to another person.

4.6 Limits on living in or using your Unit

You are subject to the following limitations on your use of your Unit:

Alterations	You must not make any alterations or additions to your Unit or modify the Operator's Chattels, install audible burglar alarms, or fit aerials, antennas or other items without our prior written consent. However, if you have a disability you are entitled to alter your Unit if it does not meet your needs. If you wish to make such alterations you must give us written notice and consult with us. We will undertake such alterations at your cost and may require the Unit to be reinstated to its original condition on termination (at your cost).
Personal use and occupation	Your Unit must only be used for your personal use and occupation, subject to any rights to have people stay in your Unit as described above.
Rules	All residents are expected to comply with our Village Rules at all times and ensure their guests are made aware of and comply with the Rules. The Rules may be changed by us provided we first consult with all residents and any changes to the Rules do not detract from your existing rights.
Washing	You must not hang clothes or washing on any balcony, veranda, deck, patio or other external area of the Unit except for any areas designated for that purpose.
Your relationships with others	You must not do anything or allow anything to be done (within your control) which is or could be a nuisance or annoyance or give offence to any person. Under the Code of Practice, you must also 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.
Damage	You must not do anything which damages your Unit. In particular, you must not keep any dangerous or flammable items in the Unit, or do anything which could block drains or water pipes. You must only deposit rubbish in approved receptacles.
Access to your Unit	You will permit us at all reasonable times to enter your Unit for the purpose of carrying out an inspection or to carry out any repairs we consider necessary. In doing so we will give you prior written notice, except in the case of an emergency.

5. Entry and exit payments

5.1 Capital Sum

To secure an interest in a Unit, you must pay us a Capital Sum. A deposit may be payable when you apply for a Unit, with the balance of the Capital Sum payable on the Commencement Date of the Occupation Right Agreement.

The Capital Sum depends on the Unit you are interested in. The amount for the Unit you are interested in is set by us and is shown in Schedule One. The amount of the deposit is agreed between us on application.

5.2 Payments on Exit

After the Occupation Right Agreement is terminated and on the Repayment Date, we will pay you the Repayment Sum, being an amount equal to the Capital Sum, less the following deductions:

- (a) The Membership Fee, which is a maximum amount equal to 30% of the Capital Sum. The Membership Fee accrues to us at the rate of 10% of the Capital Sum per year, calculated on a daily basis from the Commencement Date until the earlier of the Termination Date (or any later date of vacation) or the expiry of three years. The Membership Fee is set by us when you apply for an Occupation Right Agreement;
- (b) The outstanding balance of any payments payable by you to us, such as any unpaid Village Fees, Additional Service Costs, damage or removal costs incurred or any unpaid residential care costs relating to a Metlifecare Care Home.

5.3 Circumstances in which you are entitled to a refund

You are entitled to a refund of your Capital Sum if you exercise your rights during the cooling-off period or under the 90 Day Money Back Guarantee to cancel your Occupation Right Agreement. Please see clause 11 for further details.

You will also be entitled to a refund of your Capital Sum, if you avoid your Occupation Right Agreement under section 31(1) of the RV Act. Please see clause 12 for further details.

If you have paid a deposit but your application does not proceed, you are entitled to a full refund of that deposit along with any interest earned on that deposit.

6. Ongoing charges

You must pay the ongoing charges detailed below. Specific amounts of these charges for the Unit you are interested in are shown in Schedule 1.

6.1 Village Fee

You will pay a Village Fee as a contribution to the cost of the Village Operating Expenses incurred in the operation of the Village. The Occupation Right Agreement sets out details of those expenses. Amounts payable for maintenance (except those costs that are specifically your responsibility), rates and insurance (except for insurance of your personal belongings) are included in the Village Fee.

The amount of the Village Fee is determined by us and advised to you. The Village Fee will increase each year on 1 April. The annual increase will be based on the percentage increase to the Consumer Price Index for the previous 12-month period from 1 January to 31 December and will be advised to you before 1 April each year. We may set different Village Fees for different residents.

The Village Fee is payable by you on the 15th of each month by direct debit from the Commencement Date to the Termination Date or any later vacation date.

6.2 Additional Service Costs

If we provide you with any Additional Services not included in the Village Operating Expenses, you must pay us an Additional Service Costs which we use to cover our costs of providing the Additional Services.

The amount of the Additional Service Costs are determined by us and advised to you when you apply for the Additional Services. We may change the Additional Service Costs where there is a change in the Additional Services provided to you or 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.

Additional Service Costs are payable by you by on the 15th of each month by direct debit from the date we start providing Additional Services to you, and continue until the earlier of the date you stop receiving the Additional Services or the date you stop permanently living in your Unit.

6.3 Additional Services Package for Serviced Apartments

Residents occupying a Serviced Apartment (if available at the Village) are required to purchase a minimum Additional Services Package set out in Schedule 2, in exchange for payment of the Additional Service Costs (and the above clause 6.2 applies to such costs).

6.4 Other Costs

You are liable to pay all your utility costs relating to your Unit directly to the relevant provider, including, but not limited to, all associated usage, rental, tolls, line, connection, installation and administration charges. Where any utility is supplied by us, you will pay all charges associated with provision of the utility to the Unit, at the reasonable rate set by us from time to time. In certain cases, utilities may be included in a separate services package offered by us.

Default interest may be payable for late payment of moneys due under the Occupation Right Agreement.

We do not anticipate introducing any new ongoing charges, or changing the existing ongoing charges, except as disclosed above.

7. Maintenance, refurbishment and insurance

7.1 Our Maintenance Responsibilities

We are responsible for:

- (a) The provision and installation of the Operator's Chattels and the repair, maintenance and replacement of the Operator's Chattels as we consider necessary; and
- (b) The maintenance and repair of the buildings, plant and equipment in the Village, the Unit and the Common Areas (including the pathways and grounds surrounding the buildings, the gardens, trees and shrubs).

We endeavour to ensure that the Village meets residents' current needs by maintaining the Village in good order and condition. We cannot ensure that the Village meets your changing needs but we do offer access to a Metlifecare Care Home as set out in clause 8.7.

7.2 Maintenance or Sinking Fund

There is no sinking fund for the Village.

7.3 Your Maintenance Responsibilities

You are responsible for keeping your Unit and its surrounds, together with the Operator's Chattels, in a tidy, clean and proper condition.

You are also responsible for the cost of repairing any loss or damage to the interior of the Unit, Village or the Operator's Chattels caused by you or your guests (beyond fair wear and tear).

7.4 Our Insurance Responsibilities

We are responsible for maintaining a comprehensive insurance policy for loss or damage or destruction caused by fire, accident or natural disaster for the Village (including the Units), for its full replacement value. Such insurance must be to the Statutory Supervisor's satisfaction.

We hold the following insurance policies:

- (a) Comprehensive full replacement insurance in respect of all retirement village property;
- (b) Business interruption insurance;
- (c) Motor vehicle insurance;
- (d) Public and general liability insurance;
- (e) Statutory liability insurance;
- (f) Employers' liability insurance;
- (g) Professional indemnity insurance;
- (h) Directors' and officers' liability insurance;
- (i) Cyber insurance;
- (j) Medical malpractice insurance; and
- (k) Contract works insurance on construction contracts.

All policies are subject to excesses.

7.5 Your Insurance Responsibilities

You are strongly recommended to (but are not required to) insure your personal belongings for loss and damage under an appropriate policy. You are required to insure any vehicle that you keep at the Village. We are not responsible for any loss or damage to your belongings or vehicle except where we or our staff have caused such loss or damage.

If we suffer any loss or damage as a result of your, or your visitors', actions, carelessness or negligence, you must upon demand:

- (a) reimburse us for any insurance policy excess up to a maximum amount of \$1,000, where such loss or damage is covered by our insurance.
- (b) compensate and reimburse us in full, where such loss or damage is not covered by our insurance.

7.6 Damage or Destruction of your Unit

The following provisions apply if your Unit is damaged or destroyed by fire, accident, natural disaster or any other risks ("**Damage Event**").

- (a) If your Unit becomes uninhabitable following a Damage Event the accrual of the Membership Fee and payment of the Village Fee and any Additional Service Costs will be suspended from the date of the Damage Event (unless we are providing temporary accommodation to you, in which case the accrual/payment shall continue) until your Unit or its replacement is ready for occupation by you following repair or replacement.
- (b) If, following a Damage Event, we decide it is not practicable to repair or replace your Unit the Occupation Right Agreement is automatically terminated (unless paragraph (c) below applies), and we will repay you the Capital Sum without deducting any Membership Fee, but we will be entitled to deduct any other amounts due to us.
- (c) If, following a decision not to repair or replace your Unit as set out in paragraph (b) above, we offer you an option to transfer to another Unit (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by us which is in reasonable proximity to

the Village and you do not accept such offer, the usual repayment provisions will apply including deduction of the Membership Fee.

8. Termination of Occupation Right Agreement

8.1 Repayment Date

We will pay you the Repayment Sum on the earlier of:

- (a) The date that is no later than five working days after the date that we receive payment in full under a new occupation right agreement in respect of the Unit with a new resident; and
- (b) The date that is 12 months following the Termination Date, (“**Repayment Date**”).

However, in some circumstances the payment will be made on a different date, as set out in the Occupation Right Agreement.

8.2 Ongoing Charges Payable after Termination

No ongoing charges will continue to be payable after termination as long as you have stopped living in the Unit, vacated it and removed your belongings (including from all storage units and/or carparks/garages if applicable).

8.3 Capital Gain and Capital Loss

You are not entitled to any capital gain when a new resident enters into an occupation right agreement for the Unit. You are not liable for any capital loss when a new resident enters into an occupation right agreement for the Unit.

8.4 Effect of Termination on Other Persons Living in Unit

Any persons living or staying with you who are not named as a resident in the Occupation Right Agreement must vacate the Unit by the date of termination of the Occupation Right Agreement, unless we agree otherwise.

8.5 Marketing of the Unit

We control the sale and marketing of the Unit when your Occupation Right Agreement terminates. Following termination, we will take all reasonable steps to obtain a new resident for the Unit. You do not have any control over the selling and marketing process but are entitled to introduce a new resident to us. We are not obliged to accept any prospective resident who we consider as unsuitable for the Unit or the Village.

We will consult with you about when the Unit goes on the market and the general nature of the marketing plan. We will keep you informed of the marketing progress on a monthly basis. You are not required to pay directly any costs incurred by us in the selling or marketing process.

If a new occupation right agreement is not entered into within three months of termination, we will let you know in writing and will then provide monthly written reports on the process, stating the steps we have taken and the progress that has been made.

If a new occupation right agreement is not entered into within six months of termination, we will obtain a valuation (at our cost) of the Unit by an independent registered valuer with experience in valuing retirement village units, to establish a suitable price for marketing the Unit. We will market the Unit at this price. If you do not agree with the valuation, you have the right to obtain a second valuation performed by an independent registered valuer, at your cost. If a second valuation is obtained, we will consider it when setting the price.

If a new occupation right agreement is not entered into within nine months of the Unit becoming available for re-occupation, you may be able to give a Dispute Notice if you have grounds to do so under the RV Act.

8.6 Transfer Payments

We acknowledge that you may wish to move to another Unit within the Village. While all transfers are at our discretion, we will try to enable a transfer subject to the availability of another Unit and our being satisfied that the Unit will be suitable for you, and subject to you being able to meet the financial terms of transfer. The following financial terms of transfer will apply:

<p>Transfer to a Serviced Apartment</p>	<ul style="list-style-type: none"> • You will need to fund the capital sum for the Serviced Apartment. • Your Village Fee will commence at the same rate, and will be subject to adjustment with the terms of the new occupation right agreement. • If your Membership Fee is fully accrued, you will not need to pay any further Membership Fee. If your Membership Fee is partially accrued, the outstanding percentage will continue to accrue at a rate of 10% per year (calculated on a daily basis) of the capital sum for the Serviced Apartment.
<p>Transfer for Preference</p>	<ul style="list-style-type: none"> • You will need to fund the capital sum for the new unit. • Your Village Fee will commence at the same rate, and will be subject to adjustment with the terms of the new occupation right agreement. • You will need to pay a total Membership Fee across both units calculated as 30% of the higher of the capital sum for the original unit and the capital sum for the new unit. If we agree to you transferring for preference more than once, a further membership fee will be payable on our terms. • You will need to pay a transfer fee of 2% (plus GST if any) of the capital sum for the new unit. This is a contribution to our direct and indirect costs associated with the transfer.
<p>Transfer to a Care Suite</p>	<ul style="list-style-type: none"> • You will need to fund the capital sum for the Care Suite. • You will need to enter into a new occupation right agreement (and pay a new membership fee structure) and an admission agreement. • You will need to pay the daily care fee for your care services. • See also clause 5 in Schedule 2.

8.7 Moving into a Metlifecare Care Home

Details of whether or not there is a Care Home situated at the Village can be found in clause 5 of Schedule 2. If there is a Care Home situated at the Village, further detail about the aged residential care provided can also be found in clause 5 of Schedule 2. If the Village does not include a Care Home, you have the right to transfer to another Metlifecare Care Home.

Before moving to a Metlifecare Care Home, we will require you to be assessed by an independent needs assessor or a geriatrician at your cost. If you have been assessed as requiring long-term aged residential care, we will give you priority access to a Metlifecare Care Home over applicants who are not residents of a Metlifecare Village. This is subject to your request, and the availability of suitable facilities.

If you move into a Metlifecare Care Home, the costs of any such care are payable by you including any costs of additional services and any premium room charges, being a daily Premium Accommodation Charge. Alternatively, where the room is sold as a Care Suite under an occupation right agreement, a new membership fee structure is payable following termination, and no daily Premium Accommodation Charge is payable.

You may be eligible for a residential care subsidy from the government in respect of aged residential care services (but not premium room charges) if you meet the requirements of a needs assessment and a WINZ assessment of assets and means.

9. Ownership, management and supervision of the Village

9.1 Our Interest in the Village

As the operator of the Village, we are responsible for meeting all the obligations to you under your Occupation Right Agreement. Further details of our ownership interest in the Village can be found in Schedule 2.

We have granted a first ranking mortgage over part of the village land and a first ranking encumbrance over the remaining part in favour of the Statutory Supervisor. The amount secured by these charges cannot be ascertained at the date of this Disclosure Statement because the charges secure performance by us of all our obligations under the Deed of Supervision.

We have also granted security in favour of Metlifecare Limited as security trustee comprising a second ranking mortgage over the village land and a General Security Agreement over all of its assets. The mortgage and the General Security Agreement (granted in favour of Metlifecare Limited as security trustee) secure all amounts owing from time to time by us to Metlifecare Limited and Palmerston North Māori Reserve Corporate Trustee Limited including under the following loan arrangements:

- (a) Shareholder loan from Metlifecare Limited to us of \$2.226m; and
- (b) Shareholder loan from Palmerston North Māori Reserve Corporate Trustee Limited to us of \$2.226m.

9.2 Management Arrangements for the Village

We have appointed Metlifecare Limited as the Manager to carry out the day to day management of the Village including the provision of core IT and financial systems pursuant to the terms of a Management Agreement, a copy of which is available upon request. The Manager owns a large group of retirement villages and holds a 50% interest in Metlifecare Palmerston North Limited.

We pay the Manager a management fee which is, at the date of this Disclosure Statement, ~\$395,000 (excluding GST) per year. The Management Agreement does not have a fixed end date.

The Manager prepares its own audited financial statements which can be viewed publicly on the New Zealand Companies Register by searching Metlifecare Limited.

We will consult with residents if we decide to appoint a new entity as manager of the Village. However, we will not consult with residents if we or the Manager decide to employ new staff members in managerial roles.

9.3 Key Staff at the Village

We have appointed a Village Manager with suitable previous work experience whose primary duty is to oversee the running of the Village. The Village Manager will usually be available at the Village during normal business hours, Monday to Friday. In an emergency, the Village Manager can be contacted on their phone number which is listed in clause 3.

9.4 Residents' Committee

A residents' committee is established at the Village. We are not bound to incur any expenditure by any decision of the residents' committee. Subject to our need to operate the Village without undue interference and to provide services for the benefit of all residents, the committee enables residents to express their views collectively and engage with management regarding the operation of the Village.

9.5 Supervision of the Village

We have appointed a Statutory Supervisor for the Village. Its contact details are in clause 3.

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

The core duties of a statutory supervisor are to:

- (a) Provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the retirement village; and
- (b) Monitor the financial position of the retirement village; and
- (c) Report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and
- (d) Perform any other duties that are imposed by the RV Act or any other Act, any regulations made under the RV Act, and any documents of appointment (being the Deed of Supervision).

10. Documents available

10.1 Documents available on request

Copies of the following documents are available to residents or intending residents upon request. Requests can be made to us or our staff:

- (a) Our audited financial statements;
- (b) Sample of the Occupation Right Agreement;
- (c) Rules relating to the Village;
- (d) The Deed of Supervision between us and the Statutory Supervisor.

10.2 Financial accounts

The RV Act requires us to prepare and register our audited financial statements. These financial statements are prepared by us and audited by PwC. Our audited financial statements are available by searching the Village's file on the Retirement Villages Register. This can be accessed on the Companies Office website at www.companiesoffice.govt.nz under "All Registers".

11. Cooling-off period

11.1 Cooling-off period

The cancellation provisions in the Occupation Right Agreement offered to residents for Units in the Village are the same as those described in section 28(1) of the RV Act.

Accordingly, you have fifteen working days from the date you sign the Occupation Right Agreement in which to give written notice to cancel the Occupation Right Agreement without giving a reason.

If the Unit is not complete and is not completed to the point of practical completion within six months after the proposed date of completion of the Unit, you may cancel the Occupation Right Agreement by written notice without giving a reason after the expiry of that six month period.

A resident has certain rights during their cooling-off period. Following is a copy of section 28 of the RV Act:

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

Definitions relation to cooling-off period

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

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

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

- (a) *confers on any person the right to occupy a residential unit within a retirement village; and*

(b) *specifies any terms or conditions to which that right is subject.*

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

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

resident means any of the following:

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

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

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

- (a) *gardening, repair or maintenance services;*
- (b) *nursing or medical services;*
- (c) *the provision of meals;*
- (d) *shops and other services for the provision of goods;*
- (e) *laundry services (not being the provision of facilities for residents to carry out their own laundry);*
- (f) *services (for example, hairdressing services) for the personal care of residents;*
- (g) *transport services;*
- (h) *services for recreation or entertainment;*
- (i) *security services;*
- (j) *other services for the care or benefit of residents.*

11.2 90-day Money Back Period

If you change your mind once you have moved in, you may cancel your Occupation Right Agreement 90 days after the Commencement Date if:

- (a) you are unhappy with your decision to move into the Village and you decide that you wish to leave the Village;

- (b) you moved into the Village with the intention of permanently living in the Unit; and
- (c) you have paid the Capital Sum in full prior to the date that is 90 days after the Commencement Date.

If you wish to cancel your Occupation Right Agreement in this way, you must notify us in writing of such cancellation within five working days after the 90 day period ends.

We will then refund the Capital Sum within 20 working days of the cancellation, less any payments due under the Occupation Right Agreement, without any deduction of the Membership Fee.

You are not entitled to cancel your Occupation Right Agreement in this way if:

- (d) you have transferred to your Unit from another Metlifecare unit;
- (e) you die; or
- (f) you need to leave your Unit due to health reasons, including if you transfer to a Care Suite.

12. Information about avoiding an Occupation Right Agreement

This clause is as set out in Schedule Five of the RV Regulations.

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

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

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

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

<i>with the Act, the residents' code of rights, the code of practice or a statement when the code would come into force, and a copy of the agreement</i>	<i>circumstances existed when you entered into the agreement, whichever ends first</i>
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You should seek legal advice before using the right.

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

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

13. Glossary

Set out below is a list of terms that are used throughout this Disclosure Statement, with an explanation of their meanings. Terms not explained here have the same meaning as in the Occupation Right Agreement.

Term	Meaning
Occupation Right Agreement	The contract which sets out your right to occupy a Unit at the Village. It also specifies the terms and conditions that apply to that occupation right.
Operator's Chattels	Any chattels installed in your Unit by us that are listed as "Operator's Chattels" in your Occupation Right Agreement.
Repayment Date	The date on which we are required to pay you the Repayment Sum, as described in clause 8.1.
Repayment Sum	An amount equal to the Capital Sum less the deductions set out in clause 5.2.
Resident	A person or persons who has been granted the right to occupy a Unit under an Occupation Right Agreement.
RV Act	The Retirement Villages Act 2003, including any amendments to it.
RV Regulations	The Retirement Villages (General) Regulations 2006, including any amendments.
Unit	A unit at the Village which is used for the accommodation of a resident.
Village	The retirement village known as Palmerston North Village, including the Units and all communal areas and facilities used by residents.

Schedule 1 | Essential information for you

1. Information regarding the Unit you are interested in

The information in this schedule is prepared solely for you as at [].

Resident (“you”)	
Unit	
Capital Sum	\$[]
Membership Fee	Maximum amount of 30% of the Capital Sum
Village Fee (initial amount)	\$[] per month (payable in advance)

2. Estimated financial return

Set out below is an example of the estimated financial return that the Licensee could expect to receive following termination of the Occupation Right Agreement:

Term	Capital Sum	Membership Fee	Estimated Financial Return
Two years	\$[]	\$[]	\$[]
Five years	\$[]	\$[]	\$[]
Ten years	\$[]	\$[]	\$[]

Assumptions

The estimated financial return is calculated on the following assumptions:

- (a) your Capital Sum is as set out above;
- (b) the Membership Fee is calculated in accordance with the Occupation Right Agreement and there has been no damage caused to the Unit; and
- (c) no deductions from the refund are required, except for the Membership Fee.

The method of calculating the above information is in accordance with the details set out in clause 5.2(a) and the Occupation Right Agreement.

The estimated financial return is not affected by a termination arising from a breach by you or by your voluntary decision to terminate the Occupation Right Agreement.

Schedule 2 | Details of the Village

Palmerston North Village

1. Date Disclosure Statement lodged for registration

1 May 2026.

2. State of the Village

This information is current as at the date the Disclosure Statement was lodged for registration.

The original Village buildings were completed between 1994 and 2003. The buildings are predominantly constructed from brick, plaster, and cedar weatherboard with metal tile roofing and concrete roof tiles and butynol. Their condition and state of maintenance (together with the state of the paths, driveways, roadways, grounds, lighting and heating arrangements and the security arrangements) is reasonable.

The development of 43 new villas located at Carroll Street and Ngata Street has been completed. The first stage, comprising 23 villas, was completed in April 2023. The second stage, comprising a further 20 villas, was completed in June 2024.

We have completed work to modernise the Community Centre building, the serviced apartment area and the Care Home. We have also recently converted 17 serviced apartments into care suites within the Care Home.

The units, facilities, grounds, and common areas of the Village may not meet the requirements of the national standards identified in NZS 4121:2001 Design for Access and Mobility: Buildings and Associated Facilities.

The number and type of Units at the Village, along with information on the number of sales in the last 12 months is set out in Schedule 3.

3. Services offered at the Village

The following services are offered at the Village at the date of this Disclosure Statement.

Unless specified below, the costs of providing the following services are included in the Village Fee or Membership Fee.

Service	Available	Nature, extent, and frequency and charges
Gardening	Available	Maintenance of all common garden areas will be arranged by us on a regular basis.
Lawn mowing	Available	Lawn mowing of all common garden areas will be arranged by us on a regular basis.
Repairs and maintenance	Available	Maintenance and repair of buildings, plant, and equipment in the Village, Unit, and Common Areas as set out in clause 7.1.
Nursing and medical services	Not available	As an independent living resident, the responsibility for monitoring your health needs remains with your GP. However, the Wellness Centre offers the following services:

		<ul style="list-style-type: none"> • Providing information and advice to residents and their families about the types of home-based support and care services that are available, and facilitating access to the external providers of these services; • Education around maintaining brain health; • A Registered or Enrolled Nurse for dressing simple wounds, checking blood pressure, oxygen saturation and body weight. Residents will be charged for consumable items.
Provision of meals	Available	<p>Meals are available on a user-pays basis.</p> <p>For serviced apartment residents, a daily main meal is included in the Additional Services Package.</p>
Shops and other services for goods	Not available	Not available.
Laundry services	Available for serviced apartment residents	Laundry of sheets and towels is available to serviced apartment residents only on a user pays basis.
Hairdressing services	Available	An external provider offers hairdressing services based on Village demand, available by appointment on a user pays basis
Personal care services	Not available	Not offered for independent living residents. Wellness Centre will provide information and advice to residents and their families about the types of funded or private home-based support.
Transport services	Available	Regular transport is offered at the Village. Occasionally there may be a user pays charge.
Recreation and entertainment services	Available	Recreation activities are available at the Village. Occasional user-pays charges may apply.
Security and emergency call services	Available	An emergency call button will be provided within all units which will be monitored either by the village

		or by an external alarm monitoring company. If the call button is activated, a first responder with basic first aid training will respond 24 hours a day, 7 days a week.
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Additional Services Package for Serviced Apartments

Residents occupying a Serviced Apartment are required to purchase a minimum Additional Services Package as set out below, in exchange for payment of the Additional Service Costs:

- Daily main meal & dessert served in dining area.
- Electricity / hot water / heating.
- Use of resident laundry facilities (washer/dryer).
- Fortnightly housekeeping including bed linen change, up to 30 minutes.

4. Facilities offered at the Village

The following facilities are available at the Village for all independent living and serviced apartment residents.

Residents may use the facilities during reasonable hours set by us from time to time and in accordance with the Village's rules. The cost of providing these facilities is included in the Village Fee (unless otherwise specified below).

Facility	Availability
Dining Facilities	Available
Lounge and Television Room	Available
Gymnasium	Not available
Spa Pool	Available
Health Clinic (Wellness Centre)	Available - a regular Wellness Centre is available for residents by appointment, offering the services listed above
Swimming Pool	Available
Library	Available
Communal Laundry Facilities	Available for serviced apartment residents only.
Tennis Court	Not available
Bowling Green	Not available
Pétanque Court	Not available
Other facilities:	
Chapel	Available
Billiards	Available

As at the date of the Disclosure Statement, other than as described above, no changes to the services or facilities (including further services or facilities) are planned

5. Metlifecare Care Home

There is a Care Home situated at the Village, providing aged residential care as follows:

Level of care	Number of rooms
Dual-certified for Rest Home and Hospital	55

6. Our Interest in the Village

We own the underlying freehold interest in the Village land, which is registered as follows:

Record of title	WN12D/513, WN12D/514, WN12D/724, WN12D/725, WN12D/726, WN13A/1290, WN15C/54, WN20A/553, WN20A/955, WN20A/1131, WN20A/1220, WN20A/1254, WN20A/1270, WN20A/1309, WN20A/1405, WN20A/1457, WN20D/411, WN20D/412, WN23D/713, WN28A/692 WN45A/956, WN11C/845, WN11C/844, WN11C/843, WN11C/842, WN11C/1274, WN12A/740, WN12A/950, WN12A/949, WN12A/948, WN12A/742, WN12A/743, WN12B/32, WN12B/485, WN15D/659, WN20A/552, WN41B/149, WN11C/1271 and WN12A/680
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Schedule 3 | Village sales information

1. Units at the Village

As at 1 May 2026, there are the following Units in the Village:

Type of Unit	Completed	Vacant	Occupied	To be Completed
Villa	92	1	91	0
Serviced Apartment	33	1	32	0
Care Suite	16	1	15	0
TOTAL	141	3	138	0

2. Disposals (sales) of previously unoccupied Units in the last 12 months

Listed below are details of Units which were disposed of (sold) in the 12 months prior to 1 May 2026 which have not previously been occupied (i.e. no ORA has previously been issued to a resident for this Unit):

Villa	Time Taken to Dispose of (in days)
PAN - Villa - Unit 88	650
PAN - Villa - Unit 75	349
PAN - Villa - Unit 84	349
PAN - Villa - Unit 77	494
PAN - Villa - Unit 73	517
PAN - Villa - Unit 86	482
PAN - Villa - Unit 51	852
PAN - Villa - Unit 56	879
PAN - Villa - Unit 89	433
PAN - Villa - Unit 90	608
PAN - Villa - Unit 85	594

Serviced Apartment	Time Taken to Dispose of (in days)
-	-

Care Suite	Time Taken to Dispose of (in days)
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PAN - Care Suite - Care Suite 039 A	22
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The average time taken to dispose of previously unoccupied Units was:

- Villas – 564 days.
- Serviced Apartments – nil.
- Care Suites – 22 days.

The time taken to dispose of a previously unoccupied Unit is calculated from the date the Unit is available for occupation until the date we settle an Occupation Right Agreement for the Unit.

3. Disposals (resales) of previously occupied Units in the last 12 months

Listed below are details of Units which were disposed of (resold) in the 12 months prior to 1 May 2026 which have been previously occupied:

Villa	Time Taken to Dispose of (in days)
PAN - Villa - Unit 19	231
PAN - Villa - Unit 54	585
PAN - Villa - Unit 92	112
PAN - Villa - Unit 18	148
PAN - Villa - Unit 42	116
PAN - Villa - Unit 10	273
PAN - Villa - Unit 11	0
PAN - Villa - Unit 26	332
PAN - Villa - Unit 48	593
PAN - Villa - Unit 32	141

Serviced Apartment	Time Taken to Dispose of (in days)
PAN - Serviced Apartment - Serviced Apartment 16	135
PAN - Serviced Apartment - Serviced Apartment 26	102
PAN - Serviced Apartment - Serviced Apartment 03	56
PAN - Serviced Apartment - Serviced Apartment 08	433
PAN - Serviced Apartment - Serviced Apartment 21	118

PAN - Serviced Apartment - Serviced Apartment 12 A	175
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Care Suite	Time Taken to Dispose of (in days)
PAN - Care Suite - Care Suite 046 A	77
PAN - Care Suite - Care Suite 040 A	66
PAN - Care Suite - Care Suite 050 A	148
PAN - Care Suite - Care Suite 037 A	76

The average time taken to dispose of previously occupied Units was:

- Villas – 281 days.
- Serviced Apartments – 170 days.
- Care Suites – 92 days.

The time taken to dispose of a previously occupied Unit is calculated from the date the prior resident leaves the Unit until the date we settle an Occupation Right Agreement for the Unit to a new resident.

These averages do not include any time taken to dispose of Units which are currently on the market and have not yet settled. Inclusion of the disposal times for these Units may significantly alter the average time given.