

www.retirementvillages.govt.nz | 0800 268 269

Post your completed form to: Registrar of Retirement Villages, Private Bag 92061, Victoria Street West, Auckland 1142
or email it to: retirementvillages@companies.govt.nz

Change of circumstances

Section 17(1) and (2)(b) Retirement Villages Act 2003

› Use this form to notify changes in the village name or details of the operator, statutory supervisor, registered documents or land. To notify other changes (for example, village address changes) please use **Form RV6**.

Name of village

Aparangi Village

Registration number

2041404

Part 1 — Change of the village name

The new name of the village will be:

With effect from (date of change):

Part 2 — Operator details

This is to advise the Registrar of the following change or changes in circumstances for this village.

Note — Please tick the boxes to indicate **all** the changes that apply.

A change to the name or address of any **operator** of the village — List details of change.

The date of this change is or was:

A change of any operator of the village (whether as a result of the sale or other disposal of the village or otherwise) List details of change.

The date of this change is or was:

A change of the controlling interests in any operator of the village (whether as a result of the sale of shares in the operator or otherwise) - List details of change.

The date of this change is or was:

Name of village

Aparangi Village

Registration number

2041404

Part 3 — Registered document details

This is to advise the Registrar of the following change or changes in circumstances for this village:

NOTE — Please tick the boxes to indicate **all** the changes that apply and detail any other documents not listed below.



A material change to any of the registered documents.

List document(s) and describe the change(s).



Occupation Right Agreement



Supervision Deed



Disclosure Document

Please see attached pages showing all material changes in mark-up.

The date of this change is or was:

31 March 2023



A material change to the information contained in any registered document.

List document(s) and describe the change(s).

The date of this change is or was:



A change of circumstances that makes any registered document likely to be misleading or deceptive to any resident, any intending resident, or the public.

List document(s) and describe the change(s).

The date of this change is or was:

Name of village

Aparangi Village

Registration number

2041404

Part 4 — Land details

This is to advise the Registrar of the following change or changes in circumstances for this village:

NOTES — Please tick the boxes to indicate all the changes that apply.

To avoid delays in the processing of this form please ensure that the description of the change is accurate and complete, as this information will be used to notify LINZ.

[] The change affects/changes affect† the description of the village mentioned in section 10(2)(b) of the Retirement Villages Act 2003 as follows: Describe the change(s) in terms of which computer registers and/or certificates of title become or cease to be relevant to the description.

[Empty text box for describing changes to the village description]

[] The change involves/changes involve† a person holding a security interest as follows: List the names and addresses of each person involved, and describe how each person is involved (e.g. by starting or ceasing to hold the security interest).

[Empty text box for describing security interests]

† Delete whichever of these does not apply.

[] Up-to-date copies of the affected certificates of title are attached.

NOTE — Fees may apply (Complete payment details on page 5)

Name of village

Aparangi Village

Registration number

2041404

Part 5 — Change of statutory supervisor

The details of the new statutory supervisor are as follows:

Name:

Address:

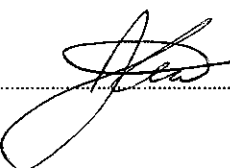
The date of this change is or was:

NOTE — Attach a copy of the new deed of supervision and the prior approval of the Registrar to remove the existing supervisor and appoint a new one. A signed consent is also required.

Name, date and signature of each operator of the village

Name of operator:

Te Kauwhata Retirement Trust Board

Signed: 

Dated: 31 March 2023

Name of operator:

Signed:

Dated:

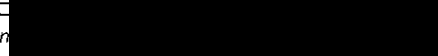
Continue on a separate sheet if necessary.

Contact details of person completing this form:

Name: Te Kauwhata Retirement Trust Board

Address:
C/- Anthony Harper
PO Box 2646
Auckland 1140

Email address: 

Telephone number: 

Fax number (optional):

1.2 Details of Operator

The Trustees of the Operator are Neil Frank Bateup, Brya Castles, John William Cunningham (Chairman), Ben Barton Hitchcock, Glen Beal, Debbie Sim and Tim Searle (Vice Chairman).

1.3 Operator's Interest in the Village

The Operator owns the underlying freehold interest in the Village land, which is registered as records of title SA42B/674, SA1205/116 and SA1205/142 (South Auckland District Land Registry).

1.4 Charges over or Interests in the Operator's Interest

The Village land is subject to the following charges:

- (a) A Memorandum of Encumbrance registered over the Village land in favour of the Statutory Supervisor to protect the Operator's obligations to the Residents, with an annual rent charge of \$1 (first-ranking charge) ~~(note that an encumbrance over the land in SA1205/142 will be registered before any Occupation Licences are issued to Residents);~~
- (b) A general security agreement dated 21 April 2010 in favour of Bank of New Zealand ("BNZ") to secure BNZ facilities with an aggregate maximum amount available to the Operator of ~~\$1,676,300~~ 1,930,000, perfected by a mortgage registered over records of title SA42B/674 and SA1205/116. As at the date of this disclosure statement, ~~\$1,198,455.30~~ 1,776,165 of these facilities were drawn down.

1.5 Nature of Resident's Interest and Occupancy Rights

A Resident has no interest in the Village land.

Residents at the Village are offered a contractual licence to occupy their Residential Dwelling and Site that does not grant the Resident any interest in the land relating to that Residential Dwelling or the Site. That Occupation Licence constitutes an Occupation Right Agreement.

If the Occupation Right Agreement relates to a Resident New Build, the Resident is also granted a contractual licence to construct an Independent Dwelling on the Site, in accordance with the terms of the Occupation Right Agreement and is secured by the encumbrance in favour of the Statutory Supervisor described in paragraph 1.4 above.

3.2 Key Management Personnel and Staff at the Village

The Operator has employed Andrew Kerr as the General Manager of the Village and Residential Care Unit.

3.3 Times when the Manager or its Staff are at the Village

The General Manager or the Operator's staff are usually at the Village between 8.30am and 4.00pm Monday to Friday (except public holidays).

3.4 Other Times the Manager can be Contacted

The Operator's agent is contactable for emergencies only after hours by cell phone.

3.5 Contact Details of Manager and Staff at Village

The contact details of the Operator's agent are set on page 7.

3.6 Experience and Core Duties of Manager

The Operator has been providing accommodation to elderly residents of Te Kauwhata since 1972.

The General Manager has more than 25 years' experience running large businesses in New Zealand and overseas and is responsible for overseeing the smooth day-to-day running of the Village and Residential Care Unit to the expectation of the Board and Residents.

3.7 Legal Relationship Between Manager and Operator

Not applicable.

3.8 Residents' Committee

A Residents' Association was established in the Village in 2018 [and a new steering group was formed in 2022](#). The Residents' Association enables Residents to express their views collectively and engage management regarding the operation of the Village. ~~The As at the date of this Disclosure Statement the Residents' Association meets with the Wellness Committee, made up of three board members and the General Manager, to discuss opportunities to improve amenities in the Village in a way that will contribute to the wellbeing of Residents~~ [is in recess until May 2023](#). The Operator is not bound to incur any expenditure by any decision of the Residents' Association.

are in a good and operable condition and standard of maintenance.

Residents of Independent Dwellings are responsible for their own maintenance.

5.2 Completion of Village

The Village is currently complete, however, the Operator is considering further development at the Village, which may include development of a small number of additional dwellings.

The effect of any further development on existing Residents may be that some inconvenience, traffic and noise is associated with construction. However, the Operator will use its best endeavours to liaise with the Residents and contractors constructing new Independent Dwellings with the aim of minimising any adverse effect on existing Residents. The development will not have any effect on the periodic charges payable by existing Residents, other than increases as described in paragraph 7.4.

5.3 Residential Dwellings at the Village

As at the date of this Disclosure Statement, there are ~~120~~119 completed Residential Dwellings, being 118 Independent Dwellings and ~~2~~1 Serviced ~~Apartments~~Apartment. ~~Nine~~Eight Independent Dwellings are currently unoccupied, the remaining dwellings are occupied.

The Operator is in the process of buying back the Serviced Apartments as Residents leave the Village. Once bought back the Serviced Apartments will no longer be offered for occupation under an Occupation Licence and will be removed from the Village. The Operator has previously offered a small number of care studios for occupation under an ~~Occupation~~Occupation Licence, however, the Operator has bought back all care studios and these are currently only available for occupation under an Admission Agreement as a premium care room. These studios do not currently form part of the Village.

5.4 Disposals in the last 12 Months

Listed below are details of Residential Dwellings which were disposed of in the twelve months prior to the date of this Disclosure Statement and which were occupied/licensed prior to their disposal:

Residential Dwelling	Time Taken to Dispose of (in days)
Independent Dwelling 10 Homestead Rise Rise	149 148
Independent Dwelling 5 Willowdale 16 Homestead Rise	110 98
Independent Dwelling 1 The Knoll 22 Eastfield	222 234
Independent Dwelling 13 Aparangi Drive 4 The Knoll	176 164
Independent Dwelling 18 10 Eastfield	69 144
Independent Dwelling 2 Limestone 4 Eastfield	99 263
Independent Dwelling 26 Northerest 10 Willowdale	106 372
Independent Dwelling 25 Northcrest	178
Independent Dwelling 15 Eastfield	339
Independent Dwelling 15 Pioneer Way	79
Studio Unit 15 12	110 178
Studio Unit 12A	222
Serviced Apartment 10	38

The average time taken to dispose of previously occupied Residential Units was ~~130~~[200](#) days. The average time taken to dispose of previously occupied Independent Dwellings was ~~133~~[202](#) days. The average time taken to dispose of previously

occupied Studio Units was ~~166 days. The average time to dispose of previously occupied Serviced Apartments was 38 days.~~ 178 days.

The time taken to dispose of an occupied Residential Dwelling is calculated from the date ~~of termination of the~~ the resident asks for the unit to be marketed until the date a new Occupation Right Agreement ~~(or any later date of vacation) to the date on which a new Occupation Right Agreement is entered into for the Residential Dwelling, or the Residential Dwelling has been bought back by the Operator~~ settles, noting that the resident may remain in occupation of the unit during marketing.

There were no previously unoccupied dwellings disposed of in the previous twelve months.

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

6. SERVICES AND FACILITIES AT THE VILLAGE

6.1 Services Offered at the Village

The following services are offered at the Village:

Service	Details, including frequency and charges
Gardening	Gardening of the common areas of the Village is carried out by the Operator as required. The costs of this service are included in the Village Outgoings Payment.
Lawn mowing	Lawn mowing of the common areas of the Village is carried out by the Operator as required. The costs of this service are included in the Village Outgoings Payment.
Repair and maintenance	<ul style="list-style-type: none"> Repairs and maintenance of the common areas of the Village are carried out by the Operator as required. The costs of this service are included in the Village Outgoings Payment. The Operator is not responsible for any repairs or maintenance of the Independent Dwellings. This must be

Service	Details, including frequency and charges
	carried out by each Resident at their cost.
Provision of meals	The Operator can provide meals which are charged at market rates and separately invoiced to the Residents of Independent Dwellings and Serviced Apartments as Additional Service Costs.
Hairdressing and other personal care services	<ul style="list-style-type: none"> • A hairdresser visits the Village usually on a weekly basis. If a Resident uses this service they pay the hairdresser directly. • A podiatrist visits the Village usually on a six weekly basis. If a Resident uses this service it is invoiced as an Additional Service Cost.

6.2 Services Not Offered at the Village

The following services are not offered at the Village: shops, laundry services, transport services, nursing and medical services, recreation and entertainment services and security services.

6.3 Facilities Offered at the Village

Facilities	Details, including limits on availability and charges
Dining facilities	Available in the Residential Care Unit on an at cost basis.
Bowling green	The Te Kauwhata Bowling Club is situated in <u>adjacent to</u> the Village grounds. <u>Residents' must register as a playing member to use the bowling green.</u> Fees are payable to the Bowling Club.

Facilities	Details, including limits on availability and charges
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Bowling club	<p>Residents have use of the bowling club facility when not being used by the Bowling Club. Residents who wish to use this facility must register as either a playing or non-playing member of the bowling club. The Operator meets the cost of Residents' non-playing membership.</p> <p>The bowling club facility contains a television (with Sky TV), indoor bowls, pool table, dart board and table tennis. A licensed bar is also available during advertised hours.</p>
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Laundry	Available for Residents of Serviced Apartments only in the Residential Care Unit on an at cost basis.
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Library	Available in the Simmons Hall at no cost.
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Community hall	A community hall called the Simmons Hall is situated in the Village and is available for use by the general public living in the Te Kauwhata greater area.
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Petanque court	Available at no cost.
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6.4 Facilities Not Offered at the Village

The following facilities are not offered at the Village: lounge or television room, gymnasium, spa pool, health clinic, swimming pool and tennis court.

6.5 Planned Services and Facilities

The Operator does not currently plan to make any further services or facilities available.

However as the Operator continues to redevelop the Residential Care Unit over a period of time there may be some inconvenience to existing Residents with regard to reduced traffic access on Aparangi Drive between Northcrest and Baird Avenue. The upgrading will not have any effect on the periodic charges payable by existing Residents, other than increases as described in paragraph 7.4.

operation of the Village. The Resident's Occupation Right Agreement sets out details of those Village Outgoings.

The Operator may change the Village Outgoings Payment at any time to cover any increased costs of the Village Outgoings. Any change in the Village Outgoings Payment will only take effect no earlier than one month after the Operator has given the Resident notice of the change.

The Village Outgoings Payment will not include any outgoings of the Village payable by the Operator for any part of the Village which is under construction, any construction works or any further development of the Village.

The Village Outgoings Payment is payable from the commencement of the Occupation Right Agreement until the date on which the Relicensing Payment is due to be paid to the Resident. It is payable in advance on the first day of each month by direct debit.

If a Resident is still liable to pay the Village Outgoings Payment six months after the termination date of the Occupation Right Agreement (or such later date if the Resident does not vacate the Residential Dwelling until then), the Village Outgoings Payment reduces by 50%.

Out of the Village Outgoings Payments it receives, the Operator retains a reasonable management fee of 5% (plus GST) of the gross Village Outgoings (excluding the management fee itself) each year. The Operator can review that fee every five years to reflect current market terms, at its sole discretion. The Operator retains to cover its costs of the Village Outgoings.

Additional Services Costs

If a Resident requests the Operator to provide any additional services not included in the Village Outgoings, the Resident will pay the actual cost of providing such service. The Operator will invoice such costs to the Resident at the end of the month and they are payable no later than the 20th of the following month.

The Operator retains the Additional Services Costs it receives to cover its costs of providing the Additional Services.

Insurance Fee

Residents of Serviced Apartments and Independent Dwellings are required to pay an Insurance Fee annually in advance within ten working days of invoice by the Operator. Residents can request to make payment in [ten](#) instalments by direct debit. If

the Operator agrees, it reserves its right to charge a fee for administration and interest costs. As at the date of this Disclosure Statement that fee is calculated as ~~10~~8% of the Insurance Fee.

For Serviced Apartments the Insurance Fee is calculated as a proportion of the Operator's costs of insuring the Serviced Apartments.

For Independent Dwellings the Insurance Fee is the actual cost to the Operator of insuring the Independent Dwelling. The insured sum is set with reference to a valuation but the resident can opt to insure for a greater amount, provided reasonable notice is given to the Operator.

The Operator may change the Insurance Fee annually in accordance with changes in the relevant insurance premium. Any change in the Insurance Fee will take effect no earlier than one month following notice to the Resident.

The Insurance Fee is payable from the commencement of the Occupation Right Agreement until the Exit Payment Date. On the Exit Payment Date the Operator will rebate to the Resident such portion of the Insurance Fee already paid for the period following the Exit Payment Date (unless the Occupation Right Agreement is terminated upon damage or destruction of the Residential Dwelling and paragraph 14.3 applies in which case no rebate will be paid).

The Operator retains the Insurance Fees it receives to cover its costs of providing the insurance.

Other Costs

Residents of Independent Dwellings are liable to pay their utility costs relating to the Residential Dwelling.

Residents of Serviced Apartments are not liable to pay any electricity or heating costs relating to the Residential Dwelling as they are included in their Village Outgoings Payment, but they remain liable to pay their other utility costs relating to the Residential Dwelling.

If any periodic charge is not paid within five working days of the due date, the Operator is entitled to charge default interest on the outstanding amount at a rate of 3% per annum above the overdraft rate charged by the Operator's bank, until the amount is paid in full.

The Operator does not anticipate introducing any new periodic charges or changing the existing periodic charges, except in accordance with this paragraph 7.4.

In some circumstances a Resident may be liable to pay the Operator's insurance excess as detailed in paragraph 14 below.

7.5 Amounts Payable for Maintenance, Rates and Insurance

Amounts payable for maintenance, rates and insurance of common areas and buildings are included in the Village Outgoings Payment. Details of specific amounts are available on request from the Operator.

Insurance of the Residential Dwelling is included in the annual Insurance Fee set out in Schedule One.

7.6 Maintenance or Sinking Fund

The Village has a sinking fund. Residents contribute towards the fund through their Village Outgoings Payment. Any contributions made by a Resident to the fund are not refunded to the Resident when their Occupation Right Agreement is terminated.

As at ~~24⁹~~ March ~~2022~~2023, the balance of the fund was ~~\$245,686.71~~292,717.01.

The fund can be utilised by the Operator for the periodic maintenance, upgrading and the replacement of large communal items of the Village as per the Operator's long term maintenance plan, but cannot be used for refurbishing a Unit vacated because the Occupation Right Agreement for it has been terminated.

As at the date of this Disclosure Statement, in the next twelve months the Operator plans to utilise part of the sinking fund to carry out curbing repairs on Eastfield Street ~~and construct~~construction of a footpath along Aparangi Drive, resurfacing of Limestone Crescent and the carpark and complete road marking throughout the Village.

The Operator will report on how it proposes to pay for the maintenance and periodic upgrading of the Village property to the Residents' Annual General Meeting. If such proposal will have a material impact on the Residents' occupancy or their ability to pay for services and facilities, the Operator must consult with the Residents in writing.

in either case the Operator will be entitled to deduct any amounts due under the Occupation Right Agreement (not including any Administration Fee) (see paragraph 7.2).

- (d) If, following a decision not to repair or replace the Residential Dwelling as set out in paragraph (c) above, the Operator offers the Resident an option to transfer to another residential dwelling (either pre-existing or yet to be constructed) in the Village, and the Resident does not accept such offer, then the usual Relicensing Payment and Exit Payment Date provisions apply (see paragraph 7.2).

15. MOVING INTO REST HOME LEVEL OR HOSPITAL LEVEL CARE IN VILLAGE

The Operator owns and operates the onsite Residential Care Unit which provides rest home and hospital level care but does not offer dementia care. Currently the Residential Care Unit has a total of ~~54~~59 care beds (both standard and premium rooms), of which 21 are certified for rest home level care and 32 are certified for rest home level or hospital level care depending on the resident's needs. One care bed has been designated for respite care.

Residents must be assessed by the DHB needs assessment service as requiring long term rest home or hospital level care before they can be permanently admitted to the Residential Care Unit. If a Resident has been assessed as requiring long-term rest home or hospital care, the Operator will give the Resident priority access to the Residential Care Unit above people who are not Residents of the Village. This priority access is subject to the Resident requesting to move to the Residential Care Unit and the availability of suitable facilities. Care beds are not kept open for Residents, and there is no guarantee that care beds will be available at any given time.

The Resident is responsible for any costs in relation to their stay at the Residential Care Unit including any costs of additional services and/or any premium room charges. A Resident may be eligible for a subsidy in respect of some of these costs if they have been both needs assessed and means assessed and meet the applicable criteria.

16. EFFECT OF MARRIAGE OR CIVIL UNION ON OCCUPATION RIGHT AGREEMENT

The Occupation Right Agreement is a personal licence to the Resident to occupy the Residential Dwelling. As such, if the