



RYMAN HEALTHCARE

Yvette Williams Retirement Village Occupation Agreement

Yvette Williams Retirement Village Limited

Owner

[Resident full name]

Resident

Occupation agreement

Yvette Williams Retirement Village

Date:

Parties

Yvette Williams Retirement Village Limited (*we, us, our*)

[Resident] (*you, your*)

Background

- A We have established the retirement village known as the Yvette Williams Retirement Village located at 383 Highgate, Roslyn, Dunedin (the *Village*). The Village includes independent units and serviced units, a care centre, and community facilities.
- B Under this agreement we grant you:
- (i) the occupation rights to an independent unit or serviced unit in the Village;
 - (ii) if applicable, the occupation rights to a car park, car port or garage in the Village; and
 - (iii) the right to use the community facilities at the Village.

Terms

1 Specific descriptions and other information

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

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Deferred Management Fee:	See clause 7 for full details. In short, this is: <ul style="list-style-type: none"> • 20% of your Occupancy Advance, but reduced where you have occupied an independent unit for less than 4 years or a serviced unit for less than 3 years (as relevant to your Unit); • only payable on termination of this agreement; • not payable at all where we don't provide you the Unit for life (or for a shorter period as determined by you) e.g. if your Unit is destroyed and we do not rebuild.
Fixed Base Weekly Fee:	\$(insert) per week
Additional Service Fee (if applicable):	\$(insert) per week
Name of current statutory supervisor (the <i>Statutory Supervisor</i>):	Anchorage Trustee Services Limited

2 Occupation right

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

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3 Our commitment

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

Execution

Yvette Williams Retirement Village Limited by:

[Insert name]
Authorised signatory

Signed by [resident name]

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

Date of signing: _____ 20__

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Certificate of execution by lawyer

Name of Village: Yvette Williams Retirement Village

Registration number of Village: 2433888

I, _____, of _____, solicitor, certify that:

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

Dated: _____

Signed: _____

(A Solicitor of the High Court of New Zealand)

Name: _____

Street address: _____

Postal address: _____

Email address: _____

Telephone: _____

Facsimile (optional): _____

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Schedule 1

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1 Your rights

1.1 Occupy the Unit for life

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

1.2 Use of community facilities

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

1.3 Pets

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

1.4 Cancellation of agreement

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

1.5 Termination of agreement

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

1.6 Alterations where you suffer a disability

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

2 Your obligations

2.1 Charges and costs

(a) *Payment of charges*

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

(i) **Weekly fee:**

- (A) The weekly fee is made up of the Fixed Base Weekly Fee and the Additional Service Fee.
- (B) The Fixed Base Weekly Fee covers basic outgoings and services at the Village. We guarantee that this will not be increased during your time in the Unit.
- (C) The Additional Service Fee covers additional services you have requested us to provide to you.
- (D) The weekly fee is paid by you monthly in advance, starting on the Occupation Date. You are to continue paying the weekly fee until you permanently vacate your Unit and remove all your possessions. The amount payable will be adjusted proportionately for any part-weeks.

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

In addition to the weekly fee you will pay for:

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

(iii) **Deferred Management Fee:**

The Deferred Management Fee is equal to 20% of the Occupancy Advance. However, it is reduced where you have occupied an independent unit for less than 4 years or a serviced unit for less than 3 years (as relevant to your Unit). The reduction formulas in clause 7.4 are used to calculate any reduction.

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

- (b) If you don't make any payment by seven days after the due date, we can charge you interest from the due date until you pay what is owing. The interest rate is 3% per annum above our bank's normal overdraft rate as at the due date for payment.

2.2 Responsibilities

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

You can only use the Unit as a place to live (i.e. you can't rent it out). You shall not do anything that interferes with any other resident of the Village, or any other neighbours.

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

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

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

- (i) You must keep the Unit and its surrounds clean and tidy, and in proper condition and working order. This includes the chattels provided by us in your Unit.
- (ii) You will tell us about any damage to your Unit or surrounds (including any of the chattels provided by us in your Unit) or leak in your Unit straight away.
- (iii) You will be responsible for the cost of refurbishing your Unit, or the maintenance or replacement of any chattels provided by us in your Unit, where we reasonably believe you or your guests deliberately or carelessly caused the damage or loss. We will consult with you if we think this is the case.

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- (iv) If you cause any damage or loss to the Unit or Village, and you have an insurance policy that covers this damage or loss, you agree to make a claim and to pay the proceeds from this claim to us, to reimburse us for repairing the Unit or Village. If you did not deliberately or carelessly cause the loss or damage we will not pursue you for any loss or damage above the proceeds received from your claim.

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

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

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

- (i) the additional chattels/modifications will be recorded in the document you signed to agree to their installation and will be at your cost;
- (i) we will be responsible for maintaining the additional chattels/modifications;
- (ii) if the additional chattels/modifications need to be replaced, it will be your choice whether or not to replace them at your cost; and

no amounts are payable to you for the additional chattels/modifications when you leave your Unit.

(e) **Replacement of items:**

When they wear out or break, you will replace any mirrors, light shades and light bulbs. Replacements must be of at least the same quality and the same power. These become our property once installed.

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

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

(g) **Village rules:**

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

(h) **Powers of attorney:**

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

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

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

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

During any pandemic or health event such as a virus or disease outbreak (or similar) in the community we may set additional rules relating to living in the village. These could include restrictions on accessing some or all of the community facilities and services. Different rules may apply depending on whether or not you are vaccinated against the relevant virus/disease. You will comply with these **rules**, and also use reasonable efforts to ensure your guests also comply.

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- (j) **Personal possessions and insurance:**
You are responsible for all your personal possessions and for insuring those possessions. We're not responsible for any damage or loss relating to your possessions. Accordingly, we strongly recommend you take out insurance for your possessions.
- (k) **Keep a will:**
Before you arrive at the Unit you agree to have made a legal will. You shall keep a legal will in place while you occupy the Unit.
- (l) **Expenses arising from your death or departure:**
You will pay for all expenses relating to your death or your departure from the Unit. We will send you or your personal representative an invoice for any of these amounts.
- (m) **Removal of your possessions:**
When you permanently vacate your Unit you must remove all your possessions. You need to ensure your Unit and its surrounds are left clean and tidy, and in the same condition as at the Occupation Date (other than fair wear and tear, which you're not responsible for).

2.3 Prohibitions

- (a) **No transfer of the rights to your Unit:**
You are not allowed to transfer your rights to the Unit or any of our property or grant these as security to any potential lender of money to you.
- (b) **Guests:**
We need to know if you have anybody else to stay in the Unit. Guests may only stay for up to two weeks unless we agree otherwise. We will act reasonably in considering any request for a guest to stay longer than two weeks.
- (c) **Obstructions / rubbish bins:**
Your rubbish bin must be kept in the designated place. You also must not leave any item lying around that might cause an obstruction anywhere in the Village.
- (d) **Use of balcony / patio:**
You can't place any personal items on any balcony or patio to your Unit (including drying or airing clothes), other than pot plants and outdoor furniture that we've approved.
- (e) **Alterations to the Unit:**
You can't alter the Unit in any way unless we have given you permission to do so. This doesn't affect your right to ask for alterations to be made if you suffer a disability (see clause 1.6(a)).
- (f) **No smoking:**
The Village is currently transitioning to being a smoke-free area. This means you can't smoke anywhere in the Village (including in or around the Unit) and you must ensure that any person visiting you also complies with this. This includes cigarettes, cigars, e-cigarettes, vapes, electronic nicotine delivery systems and any other tobacco products or similar items. For clarity, any reference to smoking and being smoke-free includes all tobacco products or similar items.

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3 Our rights

3.1 Transfer to a healthcare facility

- (a) If we think it is appropriate, we can appoint an independent medical professional to assess whether your health allows you to continue to live at the Village safely without impacting on other residents. This will be at your cost. You will allow us to access and obtain copies of your medical records for this purpose. You agree to willingly take part in the assessment.
- (b) We will act reasonably in deciding whether you require an assessment. We will also consult with you (or your family or representatives) before this type of assessment begins.
- (c) The independent medical professional will make a final decision after the assessment has been made. They must consider what services we can provide you at the Village, and what services can be obtained from outside the Village.
- (d) If you disagree with the decision, you can seek a second opinion from another medical professional who is independent from you and us. This will be at your cost. We will consider that opinion in good faith.
- (e) After this process, we may decide that your health does not allow you to continue to live at the Village safely. If that's the case, we will use all reasonable endeavours to transfer you to an appropriate healthcare facility, after consulting with you and your representatives. This agreement will end at the time you transfer.

3.2 Our right of set-off

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

3.3 Ending this agreement

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

3.4 Your personal possessions

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

4 Our obligations

4.1 Providing care to you

- (a) **Provide services (serviced units):**
If your Unit is a serviced unit, we'll provide you the services that you and we have agreed on. The services are those set out in your application form, as well as any others agreed on later.
- (b) **Your safety and personal security:**
We will have systems in place to keep you safe and secure at the Village. We will also provide suitable fire protection and emergency management for the Village and residents.
- (c) **Rest home, hospital or dementia care:**
 - (i) If you or we think it's necessary, we'll arrange for you to receive appropriate care in a rest home, hospital or dementia care unit or care suite in a Ryman village. You will be responsible for the costs of this transfer, including the costs of third parties involved in the transfer.

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- (ii) In our care centre we offer care suites, in which rest home, hospital or dementia care is provided. These are offered under a separate occupation agreement.
 - (iii) If we agree to your move, you will have priority over non-residents of the Village to shift into a rest home, hospital or dementia care unit or care suite at the Village or if one is not available at the Village, then at another Ryman Village, as long as there's a vacancy.
 - (iv) At the time of your transfer we'll give you a copy of the terms on which we provide care to you in the rest home, hospital or dementia care unit or care suite, including fees payable by you for your care. These terms will be the standard terms in place at that time.
 - (v) If you move to a care suite, you will need to enter into a new occupation agreement for your care suite. This will be our standard occupation agreement for care suites in place at the time of your transfer. The occupation agreement will outline the pricing structure and any other fees payable by you for your care suite.
 - (vi) Your Fixed Base Weekly Fee will continue to apply until you permanently vacate your Unit and remove all your possessions. However, while you're in the rest home, hospital or dementia care unit you will only be charged an Additional Service Fee for services you continue to receive from us. This is in addition to any other care fees payable, although you won't be charged twice for the same services.
- (d) ***Transfer from independent unit to serviced unit:***
- (i) If you or we think it's necessary for your wellbeing, we'll transfer you from an independent unit to a serviced unit at the Village. You will have priority over non-residents of the Village to shift into a serviced unit at the Village, as long as there's a vacancy.
 - (ii) If you transfer to a serviced unit, this agreement will end. You will need to enter into a new occupation agreement for your new unit. This will be on terms and conditions in place at that time.
 - (iii) The new occupation agreement will require you to pay a new occupancy advance and a new fixed base weekly fee. Clause 7.5 sets out what the deferred management fee relating to your new unit will be.
 - (iv) You will be responsible for the costs of this transfer, including the costs of third parties involved in the transfer (e.g. your lawyer's costs and your removal company's costs).

4.2 Management of the Village

(a) ***Conduct Village affairs properly and efficiently:***

We will use reasonable care and skill in:

- (i) ensuring that the affairs of the Village are conducted properly and efficiently; and
- (ii) the exercise and performance of our powers, functions and duties.

(b) ***Keep Village in good condition:***

We will keep the Village in good condition and order.

(c) ***Maintenance plan:***

We will prepare a long-term plan for maintaining and refurbishing the Village and its facilities, and we will follow this plan.

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- (d) **Staffing:**
We will provide all staff needed for the management and operation of the Village.
- (e) **Insurance, outgoings and maintenance:**
We will:
- (i) insure the Village property for its full replacement value to the satisfaction of the Statutory Supervisor, if full replacement cover is available (note: this doesn't cover chattels or your personal possessions);
 - (ii) arrange for our insurer to confirm that it won't bring a claim against you if you cause the loss or damage (in legal language, to waive its right of subrogation) and ensure the insurances over the Village assets comply with clause 22 of the Code of Practice;
 - (iii) not charge you for any excess we have agreed with our insurer in relation to our insurance policies, unless you have deliberately caused the damage;
 - (iv) in circumstances where you have caused damage to our property at the Village and you have insurance cover you will claim for the cost of this damage under your policy. We agree we will only hold you liable to the extent of your insurance cover, unless you have deliberately or carelessly caused the damage;
 - (v) maintain the chattels provided to you in your Unit, and replace these when we reasonably believe they have reached the end of their useful life;
 - (vi) pay the outgoings of the Village that you have contributed to through your Fixed Base Weekly Fee; and
 - (vii) prepare and review on a continuing basis, a long-term plan for maintaining the Village and its facilities, and we will follow this plan so as to maintain all our property at the Village.
- (f) **Consult with residents:**
In addition to other times where we have stated that we will consult with you, we will consult with residents of the Village when required to do so by law. We will follow the Code of Practice requirements when consulting with residents.

4.3 Administration of the Village

- (a) **Other responsibilities:**
Appendix A of this agreement lists a range of matters that are referred to in Schedule 3 of the Retirement Villages Act. These include matters where we must consult with residents about certain changes at the Village. We will comply with these matters.
- (b) **Call and hold meetings of residents:**
Appendix B of this agreement refers to meetings between us and the residents of the Village. We will call and hold meetings in the way described in Appendix B.
- (c) **Make financial statements available to you:**
You can ask us for a copy of our audited financial statements (and those of Ryman Healthcare Limited, our parent company) at any time up to when we repay your Occupancy Advance. We will give this to you free of charge. Other information about Ryman Healthcare Limited is available online at www.rymanhealthcare.co.nz.

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(d) ***Prepare financial forecasts:***

At the start of each of our accounting periods we will prepare a statement which forecasts for the period:

- (i) the operating expenditure relating to the Village;
- (ii) all expenditure relating to the Village (including amounts repayable to residents, former residents, and their estates);
- (iii) all income relating to the Village; and
- (iv) the amount of the operating expenditure that must be met by the residents of the Village.

We will give a copy of this statement to you within three months of the start of the accounting period.

(e) ***Arrange substitute statutory supervisor:***

If the Statutory Supervisor stops acting as the statutory supervisor for the Village, we will do everything possible to enable a substitute statutory supervisor to be appointed.

4.4 On your departure from the Unit

(a) ***Market and resell the occupation rights after you leave:***

After you permanently vacate your Unit and remove all your possessions we will take all reasonable steps to market and resell the occupation rights to the Unit for the best price reasonably obtainable. We'll comply with the Code of Practice in doing this. You have the right to control the sale of the occupation rights to the Unit in the circumstances set out in clause 4.5 where we haven't repaid your Occupancy Advance to you within 12 months of you permanently vacating your Unit and removing your possessions.

(b) ***Use all reasonable efforts to find new resident:***

After this agreement ends:

- (i) we will make all reasonable efforts to find a new resident for the Unit; and
- (ii) we will not give preference to finding residents for units in the Village which have not previously been occupied by a resident under an occupation agreement.

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

(c) ***You can introduce a prospective resident:***

You can introduce a prospective resident to us, any time after you permanently vacate your Unit.

4.5 Your rights if we have not repaid the Occupancy Advance

If we haven't repaid your Occupancy Advance during the 12 month period after you vacate your Unit, you can choose to sell the occupation rights to your Unit directly.

To do this, you need to give us one month's written notice. If you choose to do this:

- (i) You can sell the occupation rights to the Unit to a person we have approved (the new resident). The new resident must enter into an occupation agreement with us, on the then-current terms being offered by us plus any other terms we require at that time.

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- (ii) You can set the amount of the occupancy advance for the new resident’s occupation rights. Where the new resident’s occupancy advance is less than your Occupancy Advance (before your Deferred Management Fee is set off) you will bear this loss. However, you will receive the benefit where the new resident’s occupancy advance is more than your Occupancy Advance (before your Deferred Management Fee is set off). This differs from where we sell the occupation rights to your Unit.
- (iii) You must pay us all amounts you owe to us by the time the new resident’s occupation commences. This includes your Deferred Management Fee.
- (iv) You will be responsible for all marketing and other costs connected with the sale, including any refurbishment costs for your Unit above the level we normally provide as part of a sale of new occupation rights.
- (v) However, we will be responsible for providing the documentation for the new resident’s occupation rights to the Unit. This will be at our cost.
- (vi) You will sign any document we reasonably provide to you, to enable settlement of the new resident’s occupation to occur and all your interest in your Unit to end.
- (vii) Interest on your Occupancy Advance will stop accruing one month after you give notice to us under this clause 4.5.

5 Ending this agreement

5.1 Your right to end this agreement

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

5.2 Our right to end this agreement

- (a) We can only end this agreement in certain circumstances. One of the events in the table below has to have occurred before we can do so. We will then follow the steps set out below the table.

Event	When this event happens...
Material breach	You have: <ul style="list-style-type: none"> (a) materially breached this agreement; and (b) not fixed this breach by the deadline we have given you in writing (the deadline can’t be less than one month after we write to you).
Abandonment	You have: <ul style="list-style-type: none"> (a) abandoned the Unit (and we’ve made reasonable enquiries about this); and (b) not moved back into the Unit by the deadline we have given you in writing (the deadline can’t be less than one month after we write to you).

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Medical grounds	<p>You have:</p> <ul style="list-style-type: none"> (a) been certified by a medical practitioner as not being able to live at the Village safely without impacting on other residents (and we’ve complied with our obligations under the Code of Practice); and (b) been given notice of our intention to end this agreement (which can’t end earlier than one month after we write to you).
Serious damage/harm	<p>You have:</p> <ul style="list-style-type: none"> (a) caused serious damage to the Unit or other property at the Village, or serious harm to another person, or are likely to do so; and (b) not fixed this damage or harm, and any things that lead to this damage or harm, by the deadline we have given you in writing (the deadline must give you a reasonable period of time).

- (b) If we want to end this agreement because one of these events has occurred, we have to take the following steps:
 - (i) We will first write to you about the particular event. This notice is referred to in the table above, next to each event.
 - (ii) If you haven’t done what the notice says you must do by the deadline, we will write to you again confirming that this agreement has ended.
- (c) Any notice we give you will comply with the Code of Practice.

5.3 When this agreement ends automatically

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

A Destructive Event is an event that destroys or damages your Unit, such as a fire, earthquake, storm, flood, landslide, or other similar natural or manmade event.

- (b) If a Destructive Event occurs, then:
 - (i) We will decide whether or not to rebuild your Unit within a reasonable timeframe following the Destructive Event based on whether in our opinion it is practical to rebuild. We will consult with you before making our decision. Our decision will also depend on what our insurance company says, and whether our insurance payout and any regulatory authority allows us to rebuild.
 - (ii) If we choose to rebuild your Unit, we’ll use all reasonable endeavours to provide you with temporary accommodation. This temporary accommodation won’t cost you any more than the Weekly Fee you are paying at that time.

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- (iii) If we choose not to rebuild your Unit, this agreement ends on the date the Destructive Event occurs. We will at the time we make the decision notify you in writing after consulting with you as required above. You won't be required to pay any Weekly Fee from that time and you will receive the full amount of your Occupancy Advance back in accordance with clause 6. In addition, if the insurance proceeds relating to your Unit are more than your Occupancy Advance, we will pay the difference between those amounts to you as well. There will be no Deferred Management Fee charged on termination unless clause 5.3(b)(vi) applies.
 - (iv) Your Unit might be part of a larger building. If this is the case, and a Destructive Event makes it impractical for us to repair the building overall, we can choose to demolish the building and end this agreement. This might occur even if your Unit is not damaged or not badly damaged compared to the rest of the building.
 - (v) If your Unit is damaged by a Destructive Event, but you are able to continue living in it, we will repair the damage as soon as possible. Until the damage is repaired the Weekly Fees you pay will be reduced in proportion to the damage to your Unit.
 - (vi) If the Unit is damaged by a Destructive Event and we have elected not to rebuild, we may offer to transfer you to a unit in another Ryman village on the same terms. If that village is in reasonable proximity to the Village, but you decline our offer, then on termination of this agreement the Deferred Management Fee will be payable by you, with the 'End Date' for any reduction to the Deferred Management Fee under clause 7.4 being the date of the Destructive Event.
- (c) When this agreement ends you will permanently vacate your Unit and remove all your possessions.

6 Repayment of your occupancy advance

- 6.1 After this agreement ends we will repay your Occupancy Advance to you as set out below.
- 6.2 We will only pay your Occupancy Advance to you once you have:
- (a) completed and returned all the paperwork we need from you on termination of this agreement; and
 - (b) permanently vacated your Unit and removed all your possessions.
- 6.3 We will then pay your Occupancy Advance to you:
- (a) within 5 working days of this agreement ending, if we end this agreement;
 - (b) within 5 working days of us receiving our insurance payout, if this agreement ends due to a Destructive Event;
 - (c) within 5 working days after a new occupation agreement for your Unit has been entered into and the new occupancy advance has been received, if this agreement ends in any other way,
- but in any event no later than 3 years after you permanently vacate your Unit and remove all your possessions. If on termination you are being charged a Deferred Management Fee, this will be set off against the amount paid to you in repayment of the Occupancy Advance.

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- 6.4 If we haven't repaid your Occupancy Advance during the 6 month period after you vacate your Unit, we will pay interest to you on your Occupancy Advance (less your Deferred Management Fee and any other amounts you owe to us) from the date that is 6 months after you vacate your Unit until the date on which we repay your Occupancy Advance. Interest will be:
- (a) calculated quarterly at 11:00am on the first business days of January, April, July and October of each year;
 - (b) at a rate equal to 3% per annum above our bank's normal overdraft rate as at the end of the 6 month period referred to above.

7 Deferred management fee

7.1 **Overview and time for payment:**

The Deferred Management Fee is a fee for us providing the Unit to you for life (or such shorter period as you determine) together with the right to use the community facilities. There is no liability for the Deferred Management Fee until this agreement ends (i.e. we have completed the provision of this service to you). This Deferred Management Fee is payable by set off from the Occupancy Advance we repay to you.

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

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

- (a) if this agreement ends automatically after a Destructive Event damages or destroys your Unit or the building in which your unit is located and we elect not to rebuild; or
- (b) where you end this agreement under clause 5.1(b) due to our material breach,

because in those circumstances we have not provided the Unit to you for life (or such earlier time as you determine). The Deferred Management Fee applies in all other cases.

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

Your Deferred Management Fee is equal to 20% of your Occupancy Advance. It may, however, be reduced under clause 7.4 below.

7.4 **Reductions:**

Where you have occupied an independent unit for less than 4 years or a serviced unit for less than 3 years (as relevant to your Unit), the Deferred Management Fee will be reduced based on a reduction formula. A reduction formula only applies in these circumstances. There is a different reduction formula for independent units and serviced units.

Any reduction is determined at the time this agreement has ended, you have permanently vacated your Unit and you have removed all your possessions (the End Date).

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(a) **Independent units**

The Deferred Management Fee is reduced from 20% of the Occupancy Advance by the percentage calculated as follows.

$$\text{Reduction} = 4\% \times (y + m/12)$$

where:

y = the number of full years between the End Date and the 4-year anniversary of the Occupation Date;

m = the number of remaining full calendar months between the End Date and the 4-year anniversary of the Occupation Date, once the full years have been allocated above.

For example, if the End Date is 2 years and 3 months prior to the 4-year anniversary of the Occupation Date, y will be 2 and m will be 3, reducing the Deferred Management Fee from 20% of the Occupancy Advance to 11% of the Occupancy Advance (i.e. a reduction of 45% of the full amount of the Deferred Management Fee).

(b) **Serviced units**

The Deferred Management Fee is reduced from 20% of the Occupancy Advance by the percentage calculated as follows.

$$\text{Reduction} = 5\% \times (y + m/12)$$

where:

y = the number of full years between the End Date and the 3-year anniversary of the Occupation Date;

m = the number of remaining full calendar months between the End Date and the 3-year anniversary of the Occupation Date, once the full years have been allocated above.

For example, if the End Date is 1 year and 6 months prior to the 3-year anniversary of the Occupation Date, y will be 1 and m will be 6, reducing the Deferred Management Fee from 20% of the Occupancy Advance to 12.5% of the Occupancy Advance (i.e. a reduction of 37.50% of the full amount of the Deferred Management Fee).

7.5 Moving into another Ryman unit:

If you move from your Unit into another independent unit or serviced unit at any Ryman village under a new occupation agreement, then your deferred management fee (*DMF*) under this agreement and all other occupation agreements between you and us will not exceed 20% overall. This means that:

- (a) If the DMF for your first unit is **20%** of the Occupancy Advance, i.e. it is not reduced under clause 7.4 above, you will pay the DMF payable under this agreement. You will not, however, then pay a DMF for your second unit or any subsequent units. This occurs where you have occupied an independent unit for at least 4 years or a serviced unit for at least 3 years, and clause 7.2 does not apply.
- (b) If the DMF for your first unit is **less than 20%** of the Occupancy Advance, i.e. it is reduced under clause 7.4 above, you will:
- (i) pay the DMF for your first unit under this agreement in the same manner as usual, in accordance with clause 7.1; and

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- (ii) pay a DMF for your second unit that is no more than 20% of the occupancy advance for the second unit minus the DMF percentage paid for your first unit under this agreement.

As an example, if you paid a DMF of **8%** of the Occupancy Advance for your first unit you would pay a DMF of no more than **12%** of the occupancy advance for your second unit. Note the amount of the occupancy advance for the second unit is likely to differ from the Occupancy Advance under this agreement.

8 Your right to cancel this agreement

8.1 Right to cancel under the Retirement Villages Act

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

8.2 90 day money back guarantee

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

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9 If you don't comply with this agreement

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

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

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

10 General terms

10.1 Statements about your age and health

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

10.2 Development of Village

- (a) You have the right to call, receive notices of, and attend meetings of residents. These rights are set out in the Retirement Villages Act, associated regulations and the Code of Practice.
- (b) We can choose to carry out further work at the Village, or next to the Village. This might include building additional facilities or units. This work won't breach your right to quiet enjoyment of your Unit as long as we take reasonable steps to consult with you and to minimise the effects of this work on you. Accordingly, you will not oppose any application we make for any consent (including resource consent), licence, permit, plan change or other authority in relation to the development, maintenance and operation of the Village including any extension of the Village and the building of additional facilities and units.

10.3 Car Park

- (a) We may agree to make a separate Car Park available to you. This will either be specified in the front section of this agreement, or agreed between us later.
- (b) Your Car Park Advance will be secured by the same Mortgage in favour of the Statutory Supervisor that secures the repayment of your Occupancy Advance.
- (c) Your responsibilities under this agreement relating to your Unit will also apply to the Car Park, and the clauses in this agreement will be read so they make sense for a Car Park.
- (d) If you give up your Car Park before this agreement ends, we'll repay your Car Park Advance to you in the same way as we repay your Occupancy Advance to you (see clause 6). A deferred management fee will also apply to your Car Park Advance, and will be 20% of your Car Park Advance. If applicable, it will be reduced in the same way as the Deferred Management Fee for your Unit is (see clause 7.4).

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10.4 Questions about this agreement

If you have any questions about this agreement you should contact the Village Manager in the first instance.

10.5 No waiver of our rights

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

10.6 Collection of personal information

(a) To enable us to care for you and meet our requirements under this agreement:

- (i) you authorise us to collect personal information about you from any agency, particularly relating to your physical and mental health; and
- (ii) you authorise these agencies to give this information to us.

(b) You have the right to see what personal information about you that we hold, and to have any errors in this information corrected.

10.7 No lease or interest in land

Under this agreement you don't obtain any interest in or charge over any of our property or assets. You also don't obtain a registrable leasehold interest in any of the Village. None of the covenants implied in leases by the Property Law Act 2007 apply to this agreement.

10.8 This agreement overrides other rules

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

10.9 Relationship with Code of Practice

If anything in this agreement is less favourable to you than a right you have under the Code of Practice, this agreement will be considered automatically changed so that you have the more favourable right.

10.10 Disputes

We have a complaints procedure in place for any complaints you have in relation to this agreement, the Unit, the Village, us or other residents. A copy of our complaints procedure is available on request or can be obtained from the Village reception. If the complaints procedure has been followed as required by the Retirement Villages Act, you or we may refer any dispute to a disputes panel under Part 4 of the Act. Part 4 sets out a procedure that you and we will follow to resolve our dispute and is overseen by the Retirement Commissioner.

10.11 Funds provided by another person

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

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

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11 Terminology

In this agreement there are a number of defined terms set out in the front section to this agreement. In addition, the following terms are used throughout this agreement:

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

Retirement Villages Act means the Retirement Villages Act 2003;

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

'you' and 'your' means you jointly and severally, together with your executors and administrators.

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Appendix A: Our further responsibilities Schedule 3, Retirement Villages Act 2003

The matters listed below are those referred to in clause 4.3(a) earlier in this agreement. We will comply with these matters, and all requirements relating to these matters set out in the Code of Practice.

- (a) Hold regular meetings with residents when necessary, and at least every six months.
- (b) Provide accounts setting out the charges residents have agreed for services provided to them and other charges payable by residents.
- (c) Make available a suitable interpreter or liaison person for any resident who needs one. This could be due to language difficulty or lack of communication skills.
- (d) Consult with residents where we are intending to sell or otherwise dispose of our interest in the Village, where we are required by the Act to do so. This consultation will take place at a time specified by the Statutory Supervisor.
- (e) Consult with residents where we intend to appoint an outside party to manage the Village, rather than us managing the Village.
- (f) Consult with residents about any proposed changes in the services and benefits provided to residents, or the charges that residents pay. This applies where the changes will or might have a material impact on residents' occupancy or ability to pay for the services and benefits.
- (g) Ensure that we, all our staff, and other service providers under our control treat residents with courtesy, respect their rights, and do not exploit residents.
- (h) Provide a complaints facility and disputes procedure that complies with the Retirement Villages Act.
- (i) Comply with the Retirement Villages Act, applicable regulations and the Code of Practice (except where we are exempt from having to comply).
- (j) Make available to residents all information relating to residents' rights and the Code of Practice.

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Appendix B: Our responsibility to hold meetings

Regulation 10, Retirement Village (General) Regulations 2006

This appendix is referred to in clause 4.3(b) earlier in this agreement.

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

This information may be given orally or in writing.

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

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