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THIS AGREEMENT is dated the day of 20

PARTIES

- (1) **THE OPERATOR** (as described in the Second Schedule)
- (2) **THE RESIDENT** (as described in the Second Schedule)

RECITALS

- A. The Operator has agreed to grant an occupation licence to the Resident for the Dwelling in the Village.
- B. The Operator and the Resident have entered this Occupation Right Agreement setting out their respective rights, agreements and obligations.



IT IS AGREED between the parties that the following terms and conditions will apply:

1. INTERPRETATION

- 1.2 This Occupation Right Agreement will be governed by and construed in accordance with the laws of New Zealand.
- 1.3 In this Occupation Right Agreement, unless the context requires otherwise:

“Code of Practice” means the code of practice published by the Department of Building and Housing pursuant to the RVA, as amended, varied or replaced from time to time;

“Code of Residents Rights” means the code of residents’ rights applicable from time to time pursuant to the RVA;

“Commencement Date” means the date set out in the Second Schedule;

“Common Areas” means those parts of the Village provided from time to time for common use by Residents;

“Damage Event” means an event where the Dwelling is damaged or destroyed by fire, accident, natural disaster or any other risk;

"Deposit" means the interest free sum of money paid by the Resident to the Operator on the issue of this Occupation Right Agreement, being the amount set out in the Second Schedule. This payment by the Resident being in consideration of the supply of accommodation, the supply of Common Areas and the Resident's right to receive a payment of an equivalent amount on the termination of this Occupation Right Agreement;

"Deed of Supervision" means the deed of supervision entered into between the Operator and the Statutory Supervisor which contains the terms on which Occupation Right Agreements for the dwellings in the Village are administered and as may be amended from time to time and includes any replacement deed;



"Disclosure Statement" means in relation to the Village, the written document that contains all of the information required pursuant to the RVA titled "Disclosure Statement";

"Dwelling" means an apartment, villa or other accommodation provided to the Resident by this Occupation Right Agreement, as identified in the Second Schedule;

"Facilities Fee" means that sum of money paid by the Resident to the Operator on the issue of this Occupation Right Agreement, as identified and being in the amount set out in the Second Schedule. This payment by the Resident is partly in consideration of the supply of accommodation and use of Common Areas (as to 75%) and partly in consideration of the supply of the Village's community centre and facilities (as to 25%);

"Insurance Proceeds" means that part of any insurance proceeds paid to the Operator or the Statutory Supervisor upon damage to the Dwelling which are, in the opinion of the Operator and the Statutory Supervisor, fairly attributable to the Dwelling;

"Land" means the land described in the Second Schedule and includes any lesser or greater area of land used for the Village from time to time;

"Operator" means that person named in the Second Schedule and its successors or assigns;

"Occupation Right Agreement" means this agreement which is in the form of an occupation licence;

"Operating Expenses" means those expenses of the Village as defined in clause 1.1 of the First Schedule;

"Repayment Sum" means an amount equal to:

- (a) the Deposit; and
- (b) the unamortised portion of the Facilities Fee;

"Resident" means that person named in the Second Schedule and where there is more than one person named as Resident then each of them jointly and severally and to the extent appropriate includes the executors, administrators and personal representatives of the Resident;

"Resident's Fittings" means those fixtures and fittings identified in the Second Schedule and paid for by the Resident and installed in the Dwelling;

"RVA" means the Retirement Villages Act 2003;

"Staffing Policy" means that policy set out in clause 8;

"Statutory Supervisor" means the person named as such in the Second Schedule and any successor;

"Termination Date" means the date on which this Occupation Right Agreement terminates;

"Termination Notice" means a notice given by the Operator pursuant to clause 20.4;

"Village" means the residential development named in the Second Schedule and operated as a retirement village on the Land;

"Village Outgoings" means the regular fee payable by the Resident to the Operator, which includes:

- (a) the Resident's proportion of Operating Expenses, as determined in accordance with clause 3.8; and
- (b) payment for the supply of services to the Resident by or on behalf of the Operator, as provided in clause 1.2 of the First Schedule.

1.4 Clause headings appear as a matter of convenience and will not affect the construction of this Occupation Right Agreement.

1.5 In this Occupation Right Agreement where the context requires or admits:

- (a) the plural number includes the singular number and vice versa, and words importing any gender includes the other gender;
- (b) references to a statute include amendments to that statute and a statute passed in substitution for that statute and regulations passed under that statute;
- (c) a reference to "written" or "in writing" includes facsimile and electronic mail communications;
- (d) references to clauses, sections and schedules are to those contained in this Occupation Right Agreement;



- (e) any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally; and
- (f) any reference to a "person" includes an individual, firm, company, corporation or unincorporated body or persons, organisation or trust, and any state, government or governmental agency, in each case whether or not having a separate legal personality.

2. GRANT OF LICENCE

- 2.1 The Operator grants to the Resident and the Resident accepts a personal, non-transferable licence to occupy the Dwelling commencing on the Commencement Date.
- 2.2 The Operator will not unnecessarily interrupt the Resident's personal use of the Dwelling while the Resident duly and punctually observes and performs the covenants and obligations of the Resident under this Occupation Right Agreement.
- 2.3 The Resident will not assign, encumber, sub-licence or otherwise deal with this Occupation Right Agreement.
- 2.4 The Operator will recognise a transmission of this Occupation Right Agreement on the death of a joint Resident into the name of the other joint Resident.
- 2.5 The Operator does not recognise tenancies in common. This Occupation Right Agreement is personal to the named Resident(s). If two Residents are named, the benefits and obligations under this Occupation Right Agreement are held jointly.
- 2.6 This Occupation Right Agreement does not confer on the Resident any proprietary right in the Land or the buildings comprising the Village. The rights granted under this Occupation Right Agreement rest in contract only and do not create any lease or tenancy of any nature whatsoever in or to the Dwelling or the Land.
- 2.7 The Resident acknowledges that the Resident is not entitled to and will not register or attempt to register a caveat or in any way encumber the title to the Land.

3. PAYMENTS

- 3.1 Upon the issue of this Occupation Right Agreement (or at such other time or times as the Operator may specify) a Resident will pay the Deposit and Facilities Fee in the amounts specified in the Second Schedule to the Statutory Supervisor for the account of the Operator.
- 3.2 Subject to clause 3.13, no interest will be payable to the Resident in respect of the Deposit or Facilities Fee.

- 3.3 The Facilities Fee will amortise at the rate specified in the Second Schedule over the period specified in the Second Schedule. The period over which the Facilities Fee amortises commences on the Commencement Date or such other date specified in the Second Schedule and ends on the earlier of the due date for payment of the Repayment Sum or the expiry of the period specified in the Second Schedule.
- 3.4 The Operator will pay the Repayment Sum to the Resident upon the termination of this Occupation Right Agreement as provided in clause 23 and subject to clause 21 and any deductions as provided in clause 3.5.
- 3.5 Except where clause 21.3 applies, on the Repayment Sum falling due for payment as provided in clause 23.1, the Resident is liable to pay the Operator the amounts referred to in clause 23.2. The Operator may set off any or all such amounts against the Repayment Sum. The Resident will not be responsible for any capital loss, nor will the Resident share in any capital gain on the relicensing of the Dwelling.
- 3.6 The Operator will invoice the Resident monthly and the Resident will pay the Village Outgoings in the manner required by the Operator without demand and free of all deductions in the amount notified to the Resident from time to time by the Operator and at the time provided for in the Second Schedule. The Village Outgoings may vary in accordance with the type of accommodation provided and the level of services provided. Each Village Outgoings invoice will record whether each item charged is for services or Operating Expenses, what each charge covers, the date the charge was incurred. The invoice must also include the total amount to pay, when payment is due, what the Resident does if they wish to query a charge, how the invoice may be paid and whether the invoice will be paid by direct debit or other form of automatic payment.
- 3.7 Payment of the Village Outgoings will be suspended if clause 29.3 applies.
- 3.8 The Resident will pay such proportion of the Operating Expenses as the Operator and Statutory Supervisor at their sole discretion determines is fair and reasonable. It is expressly acknowledged that, without limiting the above, the Operator may allocate the Operating Expenses to a greater or lesser extent to different categories of accommodation within the Village to ensure that each resident bears that proportion of Operating Expenses which is fair and reasonable.
- 3.9 The Operator will give to the Resident as soon as convenient upon the expiry of each financial year an audited statement of the Operating Expenses for the preceding year.

- 3.10 Where the Village or any part is under construction, the proportion of Operating Expenses payable by the Resident will be that proportion which is fair and reasonable in all circumstances and is approved by the Statutory Supervisor.
- 3.11 The Resident will pay to the Operator on demand all costs incurred by the Operator in respect of the repair and maintenance of the interior of the Dwelling, fair wear and tear excepted, including without limitation, the repair and maintenance of the stove, garage doors, plumbing and electrical fixtures and fittings and any other Operator's chattels, fixtures, fittings and utilities.
- 3.12 Where GST is payable by the Operator on a GST rated activity (including but not limited to the Village Outgoings) the Resident will pay such GST to the Operator upon demand.
- 3.13 If this Occupation Right Agreement is cancelled by the Resident pursuant to clause 36 (cooling off period or delay in completion) the Deposit together with any net accrued interest (being the Deposit plus interest less any tax deduction) will be returned to the Resident within 10 working days after the Resident requests the refund.

4. RESIDENT'S GENERAL COVENANTS

- 4.1 The Resident will pay the Resident's accounts for the supply of all electricity, telephone and other services and utilities to and from the Dwelling not included in the Village Outgoings.
- 4.2 The Resident will not use or permit the Dwelling to be used for any purpose other than that of a private dwelling for the personal use of the Resident unless written consent is given by the Operator.
- 4.3 Notwithstanding the provisions of clause 4.2, the Resident may permit guests to stay with the Resident in the Dwelling for not more than three months at a time in any consecutive twelve month period, provided that the number of guests at any one time does not exceed two unless the Resident first obtains the written consent of the Operator.
- 4.4 The Resident will not leave the Dwelling vacant for more than six months in total in any consecutive twelve month period unless the Resident first obtains the written consent of the Operator.
- 4.5 The Resident will not do or permit to be done any act or omission in or about the Dwelling or the Village which shall be or become a nuisance or annoyance to or cause distress to other residents of the Village or occupiers of other dwellings in the Village or the Operator.

- 4.6 The Resident will take all reasonable care of the Dwelling. The Resident will take all reasonable steps not do or permit to be done any act or omission which may cause damage to the Dwelling or the Village or any services or service conduits provided to the Dwelling or the Village.
- 4.7 The Resident indemnifies the Operator against and will reimburse the Operator for any loss or damages suffered by the Operator as a result of the carelessness or negligence of the Resident or the Resident's invitees whether in respect of any accident or damage to property or death or injury of any person, but only to the extent that the Operator is not fully indemnified under any policy of insurance provided always that the Resident will be liable for payment of any insurance excess incurred by the Operator in such cases.
- 4.8 Subject to clause 19 (alterations for disabilities), the Resident acknowledges that the Resident is not entitled to make any alteration or addition to the structure or the interior or the exterior of the Dwelling unless the Resident first obtains the written consent of the Operator.
- 4.9 The Resident will keep the interior of the Dwelling and the Operator's chattels, fixtures and fittings and utilities in a good, operative, clean and tidy condition (except where damage is caused by fire, earthquake or other accident). The Resident will not be required to undertake the maintenance or repair of the exterior of the Dwelling but will be liable to pay for the costs of maintenance and repair to the interior of the Dwelling and the Operator's chattels, fixtures, fittings and utilities as provided in clause 3.11 during the term of this Occupation Right Agreement and for the costs of repairing damage beyond fair wear and tear and cleaning of the Dwelling following termination of this Occupation Right Agreement. This liability is in addition to the Resident's liability to pay Village Outgoings.
- 4.10 The Resident will give the Operator prompt notice of any accident to or defect or want of repair to the Dwelling and to the Operator's chattels, fixtures and fittings or utilities in the Dwelling of which the Resident is aware and of any circumstance likely to be or cause any danger, risk or hazard to the Dwelling or any person in the Dwelling.
- 4.11 The Resident acknowledges that the Operator and the Operator's employees, agents or contractors may enter the Dwelling at all reasonable times to inspect the interior and to repair, install and maintain the Dwelling, the Operator's chattels, fixtures, fittings and utilities or any other services provided to the Dwelling.
- 4.12 The Resident will keep the Resident's Fittings in a good clean and tidy condition. The Resident will be responsible for the maintenance and repair of the Resident's Fittings and be liable to pay for the costs of maintenance and repair to the Resident's Fittings.

- 4.13 The Operator may allocate a separate garage to the Resident for their use (in such case the garage allocated will be set out in the Second Schedule or as recorded in writing at a later date). The Resident's right to continue use of any such separate garage will be conditional on the Resident holding a valid driver's licence and owning a registered motor vehicle with a current warrant of fitness. Should the Resident cease to meet these conditions then the Operator may (in its sole discretion) revoke the Resident's use of the separate garage. In such case the Resident shall not be entitled to any compensation, it being acknowledged by the Resident that the use of the separate garage is provided by the Operator on a discretionary basis and at no additional cost to the Resident.
- 4.14 The Resident must take out and maintain a comprehensive insurance policy for the Resident's vehicles kept at the Village (if any) and the Operator strongly recommends that the Resident also maintain insurance for their personal belongings. The Resident acknowledges that the Operator will have no liability for any loss or damage arising in respect of the Resident's belongings, including any vehicle(s).
- 4.15 The Resident will provide to the Operator upon the issue of this Occupation Right Agreement a copy of properly executed enduring powers of attorney for both personal care and welfare and property together with relevant contact details of the appointed attorney. The Resident will advise the Operator of any change to the powers of attorney or contact details. The Resident acknowledges that the Operator will be entitled to rely on the most recent information supplied in writing by the Resident to the Operator.
- 4.16 The Resident authorises the Operator to have access to health information relating to the Resident in the manner and to the extent set out in the Third Schedule.
- 4.17 The Resident will immediately notify the Operator of any change or expected change in the Resident's financial circumstances, in particular, the Resident must immediately advise the Operator if the funds available to the Resident are insufficient to meet the following month's anticipated Village Outgoings.
- 4.18 The Resident will, if required under this Occupation Right Agreement or the RVA, co-operate with the Operator in undertaking any medical assessment of the Resident and provide the Operator or medical practitioner with all records and information as may be reasonably required to carry out any medical assessment of the Resident.

5. OPERATOR'S GENERAL COVENANTS

- 5.1 The Operator will keep the exterior of the Dwelling in a sound and habitable state of repair and condition, the cost of such being met from the Village Outgoings.

- 5.2 The Operator will provide the services covered by the Village Outgoings to the Resident and such other services as the Operator and the Resident agree from time to time.
- 5.3 The Operator will comply with the terms of the Deed of Supervision.
- 5.4 The Operator will:
- (a) use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently;
 - (b) keep the Village in good condition and order;
 - (c) make and adhere to a long-term plan for maintaining and refurbishing the Village and its facilities;
 - (d) use reasonable care and skill in the exercise and performance of the Operator's powers, functions, and duties;
 - (e) use reasonable care and skill to ensure that it, the people who work at the Village and people who provide services at the Village, treat the residents of the Village with courtesy, respect the rights of the residents and do not exploit the residents.

6. COMMON AREAS

- 6.1 The Operator acknowledges that the Resident has the right to use the Common Areas together with all other residents and other persons entitled to the use of the Common Areas.
- 6.2 The Operator will keep and maintain the Common Areas in a sound and useable state of repair and condition.
- 6.3 The Operator may close off from time to time for any period of time any part or parts of the Common Areas. During any such closure the Operator will ensure that the Resident has access to and from the Dwelling at all times.
- 6.4 The Operator has an obligation to take reasonable steps to ensure the safety of those in the Village. The Resident agrees to comply with all reasonable requests and directions of the Operator relating to the use of their motor vehicle within the Village.

7. RULES AND CONSULTATION

- 7.1 The Operator has established rules relating to the operation of the Village. These are set out at the Fourth Schedule. The Operator may amend, cancel, add to or suspend all or any of the rules in consultation with the residents of the Village from time to time, in accordance with the Code of Practice. The rules will not detract from the rights of the Resident as expressed in this Occupation Right Agreement.

- 7.2 The Resident will be bound by these rules and their amendment, variation, suspension or addition upon being notified of the same by the Operator.
- 7.3 If there is any inconsistency between the provisions of this Occupation Right Agreement and the rules or any amendments or additions to the rules the provisions of this Occupation Right Agreement will prevail.
- 7.4 The Operator will not be liable for any loss or damage arising out of any non-enforcement of the rules.
- 7.5 The Operator will consult with the residents on and in accordance with those matters and procedures as set out in the Code of Practice.
- 7.6 The Manger will supply the Resident and every intending resident with information relevant to the occupancy of the Dwelling as required by the RVA.

8. STAFFING

- 8.1 The Operator will maintain written policies, processes and procedures for staff selection, training and ongoing supervision which will be known as the Staffing Policy.
- 8.2 The Staffing Policy will set out the:
 - (a) appropriate qualifications and experience needed for staff employed for specific positions;
 - (b) requirement for a recognised first aid qualification in particular staffing positions.
- 8.3 The Operator will inform all residents and intending residents about staff at the Village including:
 - (a) Their names and positions;
 - (b) Their relevant qualifications and experience;
 - (c) Their specific qualifications or training relating to residents with particular needs;
 - (d) Their skills in communicating with residents with limited ability to communicate;
 - (e) Their skills in communicating with residents who speak languages other than English; and
 - (f) Whether the staff are on site, and if they are, when they are at the Village.

- 8.4 The Operator will:
- (a) Use an appropriate process to select staff;
 - (b) Take reasonable steps to make sure that a new staff member is suitable for their position at the Village;
 - (c) Check a prospective employee's references and past employment.
- 8.5 The Operator will provide staff with an induction process to familiarise staff with the Code of Practice and provide ongoing training and supervision.

9. SAFETY AND PERSONAL SECURITY OF RESIDENTS

- 9.1 The Operator will maintain written policies setting out how the physical environment, codes of behaviour and management practices at the Village maintain and enhance the safety and personal security of the residents which will be known as the Safety and Security Policy.
- 9.2 The Operator shall provide to each resident and intending resident a copy of the Safety and Security Policy.
- 9.3 The Operator must have and maintain the following processes, procedures and systems to maintain and enhance the safety security of residents:
- (a) A process for reviewing the safety and personal security of residents in the Village;
 - (b) A process for responding to all safety and security issues raised by residents;
 - (c) A system for residents and others to report accidents, incidents hazards in the Village;
 - (d) A policy which provides for personal security of residents in all dwellings;
 - (e) Systems and procedures for security if no staff members are present (or a full number of staff is not present) at the Village;
 - (f) Lighting in the Village that is appropriate to the size, location and layout of the Village including its grounds, facilities, common areas and dwellings;
 - (g) Heating systems in all habitable places as required by the Building Code.

10. FIRE PROTECTION AND EMERGENCY MANAGEMENT

- 10.1 The Operator will maintain a written policy relating to fire protection and emergency management that sets out and meets the requirements of Code of Practice and all applicable statutory requirements, including the following:
- (a) Building Act 2004;
 - (b) Building Code;
 - (c) Fire Service Act 1975 and associated regulations.
- 10.2 The Operator will give the residents a written copy of the fire protection and emergency management policy and inform intending residents that they have a right to be provided with this information.
- 10.3 The Operator will have an induction process to familiarise residents and staff with the Village's fire protection and emergency management policy and associated systems and procedures. All staff will take part in this process.

11. PROTECTION OF DWELLINGS AND RETIREMENT VILLAGE FACILITIES FROM FIRE

- 11.1 The Operator will have measures and systems in place to protect the Dwellings, facilities and indoor areas in the Village from fire.
- 11.2 Any building in the Village with a specified system will have a compliance schedule and an annual warrant of fitness that states the inspection, maintenance and reporting procedures for that system under the Building Act 2004 and associated regulations.
- 11.3 The Operator will consult the New Zealand Fire Service:
- (a) During the building design phase of any new buildings in the Village;
 - (b) When making alterations to existing Dwellings, facilities and common areas of the Village which require building consents.

Smoke Alarms

- 11.4 The Operator will make sure that every Dwelling, facility and indoor area in the Village is fitted with at least one smoke alarm that meets the requirements of the Building Code.
- 11.5 In new Dwellings, facilities and indoor areas, the Operator will use smoke alarms approved by the building consent authority. For existing Dwellings, facilities and indoor areas, the Operator will use smoke alarms recommended by the New Zealand Fire Service.

Maintenance of Smoke Alarms

- 11.6 The Operator will supply, install and maintain smoke alarms which meet the following requirements:
- (a) Check the working order of interconnected smoke detection systems as often as required by the compliance schedule approved by the building consent authority;
 - (b) Check the working order of other smoke alarms in accordance with the manufacturer's guidelines or as recommended by the New Zealand Fire Service.

12. PLANS, INSTRUCTIONS AND EQUIPMENT FOR DEALING WITH FIRE AND OTHER EMERGENCIES

Fire-Fighting Equipment

- 12.1 The Operator will make sure that:
- (a) It has in place equipment for dealing with fire and other emergencies at the Village as required by the Fire Safety and Evacuation of Buildings Regulations 2006;
 - (b) Fire equipment is checked and maintained as required by the regulations.

Evacuation Scheme or Procedure

- 12.2 The Operator will have an operative evacuation scheme or procedure (as required) for the safe, prompt and efficient evacuation of buildings from the scene of a fire or other emergency, as required by the Fire Safety and Evacuation of Buildings Regulations 2006. The Operator will make sure that:
- (a) Staff are trained and aware of their responsibilities for the operation of the evacuation scheme;
 - (b) Fire and evacuation drills are carried out regularly;
 - (c) A written record is made of each fire and evacuation drill and all such records are kept at the Village.
- 12.3 The Operator will:
- (a) Give residents a written copy of the evacuation scheme or procedure;
 - (b) Give residents a copy of the fire and evacuation drill records on request;

- (c) Inform intending residents of their right to be given this information;
- (d) Regularly check and review the evacuation scheme or procedure.

Emergency Response Procedure

12.4 The Operator will have and maintain a written procedure setting out how emergencies in the Village are dealt with. The procedure must include the following details:

- (a) The emergency response systems (including call and alarm systems) in the Village, including how and when the systems are monitored;
- (b) Emergencies covered, for example, fire, earthquakes, floods, medical emergencies, damage to units or facilities and security issues;
- (c) Written instructions for residents on how to use the emergency procedure wherever they are in the Village and what to do while waiting for help;
- (d) Who responds in an emergency, and how they are qualified to manage an emergency situation;
- (e) Expected response time;
- (f) Any charges to the residents for example security firm callouts.

13. RESIDENTS MEETINGS

13.1 The Operator is required to call meetings of the residents of the Village, for the reasons provided in clause 13.4 below, by providing 10 working days written notice to each resident of the Village prior to a meeting.

13.2 The meetings are to be chaired by a person either:

- (a) appointed by the Statutory Supervisor of the Village; or
- (b) appointed in accordance with the conditions of an exemption of the Operator from appointing a Statutory Supervisor; or
- (c) appointed by the majority of the Residents of the Village who are at the meeting if an appointment has not been made under clauses 13.3(a) and 13.3(b).

13.3 The Operator shall give to the Residents at a meeting, orally or in writing, information that:

- (a) relates to the affairs of the Village; and

- (b) has been requested with reasonable notice by a Resident of the Village.

13.4 Circumstances and purposes of meetings:

Item	Circumstances	Purpose
1	Within 6 months after the end of an accounting period for which financial statement must be prepared for the Operator or the 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 direction 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.

14. AGM AND SPECIAL GENERAL MEETINGS

14.1 The Operator will call an annual general meeting at the Village with the residents to consider the Village's financial statements, the Statutory Supervisor's report, the maintenance report and any other matters. The annual general meeting must be held within 6 months of the retirement Village's most recently completed financial year.

14.2 The Operator will call a special general meeting with the residents if:

- (a) The RVA, regulations or Code of Practice requires the Operator to obtain the consent of the residents;
- (b) Other enactments, this Occupation Right Agreement or other such documents require the Operator to get the residents' collective consent.

14.3 The Operator will call a special general meeting to enable residents to give their opinions or directions if asked, in writing by:

- (a) The Statutory Supervisor (if there is one);
- (b) Not less than 10% of the residents of the Village.

14.4 The Operator may, from time to time, call informal meetings to discuss the residents' matters relating to the Village.

- 14.5 The Operator will inform every resident and the Statutory Supervisor (if there is one) of the meeting by written notice specifying the time, place and agenda of the meeting. The notice must be given no less than 10 working days before the date of the meeting and the agenda and all papers to be considered at the meeting must be attached.
- 14.6 If a matter is to be decided by a vote of residents at the meeting, the notice of the meeting must:
- (a) State the number of residents that need to attend to meet the quorum requirements;
 - (b) Confirm and set out the residents' right to:
 - (i) Vote;
 - (ii) Use a representative;
 - (iii) Cast proxy votes.
 - (c) Confirm and set out the voting rights of representatives voting on behalf of a resident, including the representative's right to cast proxy votes.
- 14.7 The meeting must be chaired by a person appointed by the Statutory Supervisor or, if there is no Statutory Supervisor, by a person appointed by the majority of the residents who are at the meeting.
- 14.8 Before the start of the meeting, the Operator must provide the chairperson (if appointed before the meeting) with a list of the names and addresses of all residents.
- 14.9 The general business part of the special general meeting must allow the Operator, Statutory Supervisor (if there is one) and residents to raise and discuss any matters about the Village.
- 14.10 The Operator must make sure that:
- (a) Minutes of the meeting are made and kept at the Village and made available on request;
 - (b) All residents are provided with copies of the minutes within 30 working days.

15. COMMUNICATION WITH RESIDENTS

- 15.1 The Operator must have and maintain written policies for communicating with residents or intending residents who speak English as a second language or who have a limited ability to communicate. These policies shall be known as the Communication Policy and the Operator cannot pass onto the Resident the cost of meeting the requirements of this Communication Policy.

- 15.2 The Operator's policy must cover how the physical environment and management practices at the Village make it possible and easy to communicate with all residents.
- 15.3 The Operator must set up a system for informal, regular communication with the residents.
- 15.4 If a Resident or an intending resident is not able to easily communicate in English the Operator must – at all times when the rights and obligations of the Resident may be affected by the Operator – use an interpreter who is fluent in both English and the Resident's preferred language. The Operator must not charge the Resident for the cost, if any, of an interpreter.
- 15.5 If the Operator is aware that a Resident or intending resident has limited ability to communicate, the Operator must – at any time if the rights and obligations of the Resident may be affected by the Operator – inform the Resident of their right to use a support person or representation.
- 15.6 The Operator or a staff member may provide support, if appropriate, but may not act as a representative of the Resident.

16. FINANCIAL STATEMENTS

- 16.1 The Operator will:
 - (a) prepare, at the start of each accounting period (as defined in the Financial Reporting Act 1993) for the Operator, a statement forecasting for the period:
 - (i) the operating expenditure relating to the Village; and
 - (ii) all expenditure relating to the Village (including amounts repayable to residents, former residents, and their estates); and
 - (iii) all income relating to the Village; and
 - (iv) the amounts of the operating expenditure that must be met by the residents of the Village
 - (b) give a copy of the statement as described in 16.1.1 above to each resident of the Village within 3 months of the start of the accounting period.
- 16.2 The Operator will, on request, give to the Resident free of charge a copy of the most recent audited financial statements prepared by the Operator under the RVA.

16.3 The obligation described in clause 16.2 above will survive the termination of this Occupation Right Agreement until that date that the Resident is paid the Repayment Sum (together with any additional amount or less any deductions referred to in clauses 3.3 and 3.5 and in Clause 23).

17. TRANSFER TO ANOTHER DWELLING

17.1 The Resident has the right to transfer at any time to an apartment or other villa in the Village subject to the availability of such an apartment or villa and subject to the following:

- (a) at the Operator's option, the grant of an occupation right agreement to a new resident in respect of the Dwelling (being vacated) and receipt of payment in respect of that occupation right agreement;
- (b) receipt by the Operator of an acknowledgement of termination of this Occupation Right Agreement signed by or on behalf of the Resident;
- (c) the Resident signing an occupation right agreement for the new dwelling and payment by the Resident of a deposit and facilities fee for the new dwelling; and
- (d) payment by the Resident to the Operator of a transfer fee of \$15,000 (plus GST if any).

17.2 The Resident will receive, on termination of this Occupation Right Agreement, the Repayment Sum calculated in accordance with the provisions of this Occupation Right Agreement and subject to any deductions as provided for in clause 3.5.

17.3 The amount the Resident will be required to pay for an occupation right agreement for the new dwelling will be the aggregate of:

- (a) the current market deposit for that new dwelling; and
- (b) the current market facility fee for that new dwelling, less the amount of the amortised Facility Fee paid by the Resident for the Dwelling under this Occupation Right Agreement.

17.4 For the avoidance of doubt, the Operator and the Resident acknowledge that if the amortised Facility Fee is greater than the current market facility fee for the new dwelling, no facility fee will be payable by the Resident for the new dwelling.

17.5 The period over which the facilities fee for the new dwelling amortises will be the shorter of:

- (a) the unexpired amortisation period of the Facilities Fee for the Dwelling; and

- (b) the usual amortisation period applied by the Operator to new dwellings in the Village at the time the Resident moves into the new dwelling.

17.6 The Resident will be responsible for:

- (a) all costs associated with physically moving to a new dwelling; and
- (b) payment of his or her legal costs associated with the transfer.

18. TRANSFER TO ANOTHER DWELLING AFTER A DAMAGE EVENT

18.1 If the Operator decides not to repair or replace the Dwelling, the Operator may offer the Resident the option to transfer to an alternative similar dwelling (either pre-existing or yet to be constructed) in the Village.

18.2 If the Operator offers the Resident the option in clause 18.1 above the deposit and facilities fee for the alternative dwelling will be no more than the Deposit and Facilities Fee for the Dwelling and the aggregate facilities fee in relation to both dwellings will not exceed the amount set out in the Second Schedule and its total amortisation period will not exceed the period set out in the Second Schedule.

18.3 If the Operator offers the Resident the option in clause 18.1 to transfer to an alternative similar dwelling and the Resident does not accept this option, then this Occupation Right Agreement will be deemed terminated by the Resident and the Repayment Sum and Repayment Sum provisions in clause 23 will apply. For the avoidance of doubt, the amortised portion of the Facilities Fee will not be repaid to the Resident.

18.4 In addition to clause 18.1, if the Operator decides not to repair or replace the Dwelling, the Operator may offer the Resident the option to transfer to larger or better situated dwelling (either pre-existing or yet to be constructed) in the Village.

18.5 If the Operator offers the Resident the option in clause 18.4 above, the Operator may require the Resident to pay the difference between the market value of the licence for the Dwelling prior to the damage or destruction event and the market value of the licence for the dwelling offered in clause 18.4.

18.6 If the Operator makes an offer to the Resident as set out in clause 18.4 and the Resident does not accept this option, then this Occupation Right Agreement will be deemed terminated and the payment provisions in clause 21.3 will apply.

- 18.7 If the Resident accepts the option in clause 18.1 or 18.4 the Resident will be responsible for moving themselves and all of the Resident's belongings at the Resident's cost as well as the Resident's legal costs in relation to entering into a new occupation right agreement for the alternative dwelling on the Operator's then standard terms.

19. RESIDENTS WITH DISABILITIES

- 19.1 If a Resident has a disability, the Resident has the right to alter the Dwelling if it does not meet their needs.
- 19.2 Prior to any alterations being commenced, the Resident must first give notice in writing to the Operator:
- (a) identifying why the Resident needs alterations; and
 - (b) identifying what alterations are required.
- 19.3 The Resident and the Operator must then consult and reach agreement as to what alterations will be made.
- 19.4 The Operator will undertake the alterations. The Resident is responsible for the costs of those alterations. The Operator will invoice the Resident upon completion of the alterations and the Resident must pay the invoice on the terms provided.
- 19.5 The Operator may require the Resident to reinstate the Dwelling to its original condition upon termination of this Occupation Right Agreement. The Resident is responsible for the cost of such reinstatement. However, if the Operator and Resident agree, the Resident can make payment to the Operator to reflect any reduction in value of the Dwelling caused by the alterations and no reinstatement will then be required.

20. TERMINATION

- 20.1 The Resident may terminate this Occupation Right Agreement for any reason and at any time provided the Resident first gives the Operator 1 month's notice in writing of the termination.
- 20.2 This Occupation Right Agreement will automatically terminate upon the occurrence of any of the following events:
- (a) the death of the Resident or the last surviving Resident;
 - (b) by agreement between the Operator and the Resident;
 - (c) if the Resident's Dwelling or the Village is destroyed or damaged and the Operator decides not to repair or replace the Dwelling in accordance with clause 21.2.

- 20.3 The Operator may terminate this Occupation Right Agreement upon the occurrence of any of the following:
- (a) medical grounds where in accordance with the Code of Practice an independent medical practitioner, after assessing the Resident, certifies the Resident's physical or mental health is such that the Resident or other residents cannot live safely in the Village;
 - (b) the expiry of a Termination Notice given pursuant to the provisions of clause 20.4 for a significant breach of this Occupation Right Agreement by the Resident and before any required breach has been rectified;
 - (c) abandonment of the Dwelling by the Resident;
 - (d) the expiry of a Termination Notice given pursuant to the provisions of clause 20.4 if the Resident, intentionally or recklessly, has caused or allowed, or is highly likely to cause or allow serious damage to the Dwelling or Village or serious injury or harm to the staff of the Village or any other resident or guest of the Village and the Resident has failed to remedy the damage, injury or harm.
- 20.4 The Operator must give to the Resident a Termination Notice in accordance with the Code of Practice, to take effect 1 month after the Termination Notice is served on the Resident, if it wishes to terminate this Occupation Right Agreement upon the occurrence of the events described in clauses 20.3(a) to 20.3(c). If the Operator wishes to terminate this Occupation Right Agreement pursuant to clause 20.3(d) then it will give as much notice in writing as is reasonable in the circumstances.
- 20.5 The Resident is liable to continue paying the Village Outgoings until the earlier of:
- (a) a new occupation right agreement being issued for the Dwelling;
 - (b) thirty days after the later of the Termination Date, or date the Resident stops living in the Dwelling and removes all of their possessions; or
 - (c) such other date that is considered reasonable by the Operator.

21. TERMINATION DUE TO A DAMAGE EVENT

- 21.1 Following a Damage Event and after consultation with the Resident under clause 28, the Operator may (in its sole discretion) decide it is not practicable to repair or replace the Dwelling in the following circumstances:
- (a) repair or replacement of the Dwelling is not practicable due to the nature or extent of the damage or destruction;

- (b) the Operator is unable to obtain the necessary building consents to repair or replace;
 - (c) the insurance money the Operator will receive or has received is not adequate to meet the cost of repairing or replacing the Dwelling; or
 - (d) the Operator receives no insurance money.
- 21.2 If the Operator decides not to repair or replace the Dwelling under clause 21.1, this Occupation Right Agreement will automatically terminate on the date the Operator writes to the Resident notifying the Resident of its decision.
- 21.3 If this Occupation Right Agreement is terminated pursuant to clause 21.2, (termination due to a damage event) the Operator will pay the Resident the original Deposit and Facilities Fee instead of the Repayment Sum and will be entitled to deduct any amounts due to the Operator under clause 23.2.
- 21.4 If this Occupation Right Agreement is terminated pursuant to clause 21.2 the amount set out in clause 21.3 will be paid no later than 10 Working Days after the date the Operator or the Statutory Supervisor receives full payment from the Operator's insurers for the loss or damage.
- 21.5 If the Operator does not receive full payment from its insurers, it must still pay the Resident the amount set out in clause 21.3.

22. DEPARTURE FROM THE DWELLING

- 22.1 The Resident, any spouse or partner of the Resident or any other person living in the Dwelling must leave the Dwelling on the Termination Date unless clause 22.2 applies.
- 22.2 Where a person who is not party to this Occupation Right Agreement, was living with the Resident in the Dwelling, with the Operator's consent, at the time of the Resident's death, that person must vacate the Dwelling no later than 3 weeks from the date of the Resident's death..
- 22.3 The Resident or the Resident's personal representatives must remove all chattels, personal belongings, effects and vehicles from the Dwelling and the Village on or before the Termination Date, or where termination occurs as a result of the death of the Resident, no more than 3 weeks after the Termination Date. The Resident must make good any damage caused to the Dwelling or Village in removing these items.

- 22.4 Any items not removed by the required date may be removed by the Operator and stored at the Resident's expense and cost. If the Resident has not taken possession of these items within 90 days of removal, the Operator may sell the items and, after deducting expenses of removal, storage and sale, pay the proceeds to the Resident.

23. REPAYMENT

- 23.1 Except where this Occupation Right Agreement is terminated pursuant to clause 21, the Operator is required to pay the Repayment Sum to the Resident (together with any additional amount or less any deductions referred to in clauses 3.3 and 3.5 and in this clause 23) no later than 5 working days after the date the Operator receives payment in full from a new resident.

- 23.2 The Operator will be entitled to charge to the Resident for and set off against the Repayment Sum:

- (a) any outstanding Village Outgoings;
- (b) any other moneys properly due and owing to the Operator by the Resident or deceased Resident;
- (c) any actual costs of repairing any damage caused to the Dwelling (including the Operator's Chattels) which is not attributable to fair wear and tear;
- (d) the costs of cleaning the Dwelling.

The amounts referred to in this clause are payable regardless of whether the Resident has introduced a new resident as provided in clause 24.2 or the new resident is transferring within the Village.

24. RELICENSING OF THE DWELLING

- 24.1 When this Occupation Right Agreement is terminated and the Dwelling is vacated, then the Operator will:

- (a) take all reasonable steps to find a new resident for the Dwelling; and
- (b) not give preference to finding residents for the vacant Dwelling that have not previously been occupied by a resident under an occupation right agreement.

- 24.2 The Resident has the right to introduce a new resident at any time to the Operator provided always that the Operator is not obliged to accept any proposed prospective resident who does not meet the Operator's normal entry criteria for the Village or whose offer to buy does not meet market value or conditions.

24.3 The Operator will also follow the procedures as described in clause 50 of the Code of Practice relating to the sale or disposal of a Dwelling.

25. DEFAULT

25.1 The Operator may charge interest on any payment not made by the Resident on the due date at the rate set out in the Second Schedule under the heading "Default Interest Rate" calculated on a daily basis on the amount remaining unpaid from the due date until the payment is made in full.

25.2 The Operator may pay any money or do anything as if it were the Resident where the Resident neglects to pay any money or do or effect anything which the Resident has covenanted to pay, do or effect under this Occupation Right Agreement. The Resident will pay interest at the rate set out in the Second Schedule under the heading "Default Interest Rate" calculated on a daily basis on the amount remaining unpaid from the due date for payment on any moneys paid by the Operator pursuant to this clause until the payment of such moneys in full.

25.3 Demand for or acceptance of the Village Outgoings or other money due by a Resident to the Operator after default by the Resident or any steps taken or interest charged by the Operator pursuant to clause 25.1 will not affect any other rights and remedies which the Operator may have in respect of any default by the Resident.

26. COMPLAINTS AND DISPUTE RESOLUTION

26.1 Any dispute or question which may arise between the Resident and any other resident of the Village or between the Resident and the Operator (or vice versa) will be dealt with in accordance with the Operator's written procedure for dealing with complaints. A copy of which is available to every resident from the Operator.

26.2 The Operator's policies and procedures for resolving complaints will attempt to resolve such complaints simply, fairly and quickly. In the event that the Resident has made a complaint to the Operator in accordance with the Operator's policies and procedures and the complaint has not been resolved within 20 working days, the Resident has the right to refer the complaint to the disputes panel established under the RVA.

26.3 Any dispute regarding the disposal of the Dwelling where a new occupation right agreement has not been entered into for the Dwelling within 9 months after the Termination Date may be dealt with pursuant to the RVA.

27. INSURANCE

- 27.1 The Operator will insure and keep insured the Dwelling and the Village under a comprehensive insurance policy for full replacement to the satisfaction of the Statutory Supervisor. This insurance will cover loss or damage to, or destruction caused by, fire, accident or natural disaster of all Village property, capital improvements and additional fittings owned by Residents (other than any Resident's chattels) and any other insurable risk which the Operator may consider desirable, in its interests or in the interests of residents.
- 27.2 The Resident will not do anything or permit to be done anything or omit to do anything which would cause the insurance policy held by the Operator to become void or voidable or to increase the rate of premium payable in respect of any insurance policy held by the Operator.

28. CONSULTATION

- 28.1 Following a Damage Event the Operator will consult with the Resident to decide whether it is practicable to repair or replace the Dwelling. The Operator will endeavour to consult with the Resident and notify the Resident of the Operator's decision as soon as reasonably practicable after the Damage Event. Following consultation the Operator will notify the Resident of its decision in writing.
- 28.2 The Operator and the Resident both acknowledge that if a Damage Event occurs, time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend on circumstances outside the Operator's control. Accordingly the phrase "as soon as reasonably practicable" shall mean taking all relevant circumstances into account.

29. REPAIR OR REPLACEMENT OF DWELLING

- 29.1 If the Operator has decided it is practicable to repair and replace the Dwelling, it will fully repair or replace the Dwelling as soon as practicable. However, the Operator is not bound to expend any more money than the actual amount of the insurance money it receives.
- 29.2 Subject to clause 29.1 above, if the Operator has decided to replace the Dwelling then the Operator will endeavour to ensure that it is replaced to a design which the Operator considers appropriate and to a standard comparable to that of the Dwelling prior to the Damage Event, subject to the Operator receiving the necessary building consents to do so.

Suspensions of Payments during Repair or Replacement

- 29.3 Subject to clause 29.8, if the Dwelling becomes uninhabitable following a Damage Event, which is not as a result of any act, omission, of the Resident or Resident's visitors, the Resident's obligation to pay the Village Outgoings will be suspended from the date of the Damage Event to the date the Dwelling (or its replacement) is ready for occupation by the Resident following repair or replacement.
- 29.4 Unless clause 29.8 applies, if the Dwelling becomes uninhabitable following a Damage Event, which is not as a result of any act, omission, of the Resident or Resident's visitors, the amortisation of the Facilities Fee will be suspended from the date of the Damage Event until the date the Dwelling (or its replacement) is ready for occupation by the Resident following repair or replacement. The Resident's Facilities Fee will not exceed the amount set out in the Second Schedule and the total period of amortisation will not exceed the period set out the Second Schedule as a result of any repair or replacement.

Temporary Accommodation

- 29.5 Following a Damage Event the Operator will use its reasonable endeavours to provide temporary accommodation for the Resident while the Dwelling is being repaired or replaced or until this Occupation Right Agreement is terminated. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.
- 29.6 The Operator will be responsible for the cost of providing such accommodation to the Resident to the extent and for the time period that the Operator receives adequate amounts from the insurer for such costs.
- 29.7 The relevant provisions of this Occupation Right Agreement will apply in respect of temporary accommodation, except to the extent modified by this section 29.
- 29.8 The Resident must pay the Operator any outgoings relating to temporary accommodation provided by the Operator and any charges for personal services provided to the Resident while staying in the temporary accommodation.
- 29.9 The Facilities Fee will continue to amortise whilst the Resident is staying in temporary accommodation while the Operator is paying costs of the temporary accommodation.
- 29.10 If a facility in the Village is being repaired or replaced following an insured event, the Operator will use reasonable endeavours to provide alternative facilities at its cost as soon as reasonably practicable.

30. DAMAGE OR DESTRUCTION OF PART OF THE VILLAGE

- 30.1 If a substantial part of the Village is damaged or destroyed, even if the Dwelling is not damaged, the Operator will consult with the Resident to decide whether it is practicable to repair or replace such part of the Village. If the Resident decides to terminate this Occupation Right Agreement in these circumstances, the Repayment Sum provisions in clause 23 will apply. For the avoidance of doubt, the amortised portion of the Facilities Fee will not be repaid to the Resident.

31. SCOPE & CONSTRUCTION OF THE VILLAGE

- 31.1 The Resident acknowledges that the Operator will be entitled from time to time to improve, extend, add to, reduce or alter the Village in any manner whatsoever:

- (a) where there is no significant material change to the Village; and
- (b) otherwise with the consent of the Statutory Supervisor, which consent the Statutory Supervisor is not entitled to unreasonably withhold.

- 31.2 In exercising such right the Operator will endeavour to cause as little inconvenience to the Resident as is practicable in the circumstances.

- 31.3 The Operator will not without the consent of the Statutory Supervisor, which consent the Statutory Supervisor is not entitled to unreasonably withhold, materially alter the basic scope and nature of the facilities provided as part of the Village.

- 31.4 The Resident acknowledges that the Resident will not be entitled to make any requisition objection or claim for compensation in respect of any improvement, extension, addition or alteration to or reduction of the Village or alteration to the facilities and will if required by the Operator sign all such consents and surrenders as may be required by the Operator to give effect to such improvement, extension, addition or alteration to or reduction of the Village or alteration to the facilities.

- 31.5 The Resident will not object either to the building operations associated with the construction and completion of apartments or other buildings or improvements in the Village or to any dust noise or other discomforts which may arise from the building operations. The Resident will not institute or prosecute any action or proceedings for injunction or damages arising out of or consequent upon any such building operations.

32. STATUTORY SUPERVISOR

32.1 The Resident indemnifies the Statutory Supervisor for the time being of the Scheme and every attorney, agent or other person appointed by the Statutory Supervisor pursuant to the Deed of Supervision:

- (a) in respect of all expenses and liabilities reasonably incurred by the Statutory Supervisor acting in good faith in the execution or purported execution of the duties of the Statutory Supervisor pursuant to the Deed of Supervision or any powers, trusts, authorities, or discretions vested in it pursuant to the Deed of Supervision; and
- (b) against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted relating to the Deed of Supervision, other than a claim arising of a wilful or negligent default or breach of trust,

in the manner and to the extent set out in the Deed of Supervision.

32.2 The Resident acknowledges and agrees that the indemnity above is intended to confer a benefit on the Statutory Supervisor pursuant to the provisions of the Contracts and Commercial Law Act 2017.

32.3 If the Statutory Supervisor ceases to be the Statutory Supervisor of the Village, then the Operator will promptly appoint a new statutory supervisor in accordance with the RVA.

33. GENERAL

33.1 No waiver by the Operator of a breach of any express or implied covenant in this Occupation Right Agreement shall operate as a waiver of another breach of the same or of any other covenant expressed or implied in this Occupation Right Agreement.

33.2 The Resident will pay the Resident's own legal, consultant or similar costs in respect of this Occupation Right Agreement.

33.3 The Resident will pay the Operator's legal, consultant or similar costs and any duties, fees, charges and expenses of or incidental to:

- (a) any application for the consent of the Operator under this Occupation Right Agreement;
- (b) any and every breach or default by the Resident under this Occupation Right Agreement;
- (c) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Operator under or by virtue of this Occupation Right Agreement;

(d) the fees of professional consultants properly incurred by the Operator in consequence of or in connection with any breach or default by the Resident under this Occupation Right Agreement.

33.4 All demands, requisitions, consents, elections, approvals or notices to be given by either the Operator or the Resident under this Occupation Right Agreement must be in writing and may be given to or served upon the Operator by delivery to the Operator at the Village office during normal business hours and in the case of a notice to be given to the Resident by leaving the notice at the Dwelling or by being posted to the Resident at the Dwelling or such other address as the Resident may from time to time notify the Operator. Any such demand, requisition, consent, election or notice if posted will be deemed to be received on the date it would have been received in the ordinary course of posting.

33.5 In any case where pursuant to this Occupation Right Agreement the doing or execution of any matter or thing by the Resident is dependent upon the consent or approval of the Operator, such consent must be in writing and such consent or approval may be given conditionally or unconditionally or withheld by the Operator in its absolute uncontrolled discretion unless otherwise provided in this Occupation Right Agreement.

33.6 Any notice under this Act may be given to any person by delivering it to that person either personally or by leaving it at, or sending it to the person's last known or usual place of residence or business.

33.7 If a notice addressed to a person at the person's last known or usual place of residence or business is posted, it is deemed in the absence of the evidence to the contrary, to have been received at the time when it would in the ordinary course of post be delivered.

33.8 If any provision of this Occupation Right Agreement is declared illegal, invalid or unenforceable this Occupation Right Agreement shall be read as if such provision were not contained in it. The Operator and the Resident shall endeavour in good faith negotiations to replace any such illegal, invalid or unenforceable provisions.

34. TRANSFER OF VILLAGE

34.1 The Resident acknowledges that the Operator and any successor of the Operator is entitled to sell or dispose of the Village as provided in the Deed of Supervision. In that event, the Resident agrees to sign a deed of novation of this Occupation Right Agreement in favour of the new operator or owner of the Village. The Resident further acknowledges that such deed of novation will release the Operator from any ongoing obligation to the Resident but the new Operator or owner will be obliged to fulfil the obligations of the Operator in its place.

- 34.2 To give better and further effect to the provisions of clause 34.1 and in consideration of the grant of this Occupation Right Agreement by the Operator to the Resident, the Resident (and if more than one, then each of them jointly and severally) irrevocably appoints the Statutory Supervisor or its principal officer, to be its attorney to execute such deed of novation. The Resident ratifies any such execution by the Statutory Supervisor. The Resident will sign a separate power of attorney making such appointment at the request of the Operator.

35. CODE OF PRACTICE & CODE OF RESIDENTS RIGHTS

- 35.1 This Occupation Right Agreement gives effect to the Code of Practice and the Code of Residents' Rights. A copy of the Code of Practice and Code of Residents' Rights is available to every resident from the Operator.

- 35.2 The Resident agrees to comply with their obligations under the Code of Residents' Rights.

36. COOLING OFF PERIOD & CANCELLATION FOR DELAY

- 36.1 The Resident may cancel this Occupation Right Agreement without having to give any reason, by giving the Operator notice within 15 working days after this Occupation Right Agreement is signed by the Resident.

- 36.2 Notice of the cancellation must be in writing and in a form indicating the intention of the Resident to cancel and must be given by the Resident or any person authorised to act on the Resident's behalf.

- 36.3 If this Occupation Right Agreement relates to a Dwelling to be built or completed at a later date and the Dwelling is not finished to the point of practical completion within 6 months after the proposed date for completion of the Dwelling (as recorded in Schedule 2), the Resident may give notice of cancellation at any time after the expiry of the 6 month period.

- 36.4 The notice of cancellation may be given to:

- (a) the Operator;
- (b) the real estate agent or other person who dealt with the Resident on behalf of the Operator when the Resident acquired this Occupation Right Agreement, unless the Operator has notified the Resident that the person has ceased to act on behalf of the Operator;
- (c) any person who the Operator has notified the Resident as a person authorised to receive communications on behalf of the Operator.

- 36.5 If the Resident exercises its right to terminate this Occupation Right Agreement under this clause 36, the Operator is entitled to reasonable compensation for services provided to the Resident under this Occupation Right Agreement and for damage to the Dwelling or any facilities in the Village for which the Resident is responsible before the cancellation takes effect.

**FIRST SCHEDULE
VILLAGE OUTGOINGS AND SERVICES**

1. The Village Outgoings payable by a Resident will include:
 - 1.1 A proportion of all costs, charges, expenses, wages, salaries, fees and other outgoings paid or payable by or to the Operator in consideration of the provision of goods and services associated with the management, supervision and operation of the Village, referred to in this Schedule as "Operating Expenses" including but without limiting the foregoing:
 - (a) all governmental, semi-governmental, territorial authority, local body levies rates, taxes (except capital gains and income tax), charges assessments duties and fees in respect of the Village and the Land;
 - (b) insurance premiums;
 - (c) costs of compliance with governmental, semi-governmental, territorial authority and local government statutes, regulations, and by-laws;
 - (d) the cost of provision of security, utilities, cleaning, servicing, gardening and the operating cost of all services and facilities provided by the Operator for the general use and enjoyment of Residents of and visitors to the Village;
 - (e) all reasonable management overhead costs including accident compensation levies, superannuation payments, accountancy, audit and legal fees whether incurred by the Operator in respect of the Village at the Village or elsewhere including a management fee in respect of management services provided by the Operator;
 - (f) all fees and expenses of the Statutory Supervisor;
 - (g) the cost of maintenance and repairs to all buildings, Common Areas and the Village severally including maintenance of roading, water supply, stormwater systems, sewerage, power reticulation, external painting and landscaping;
 - (h) the replacement of minor capital items;
 - (i) a reasonable sum in each financial year as determined by the Operator in its sole discretion as a contribution to a reserve fund to cover the cost of Village repairs, maintenance, renovations and replacements (including items of a capital nature) of a substantial but infrequent or irregular nature.

- 1.2 Payment for such services provided to or for the Resident, not being Operating Expenses, as may be agreed between the Operator and the Resident from time to time. The services available to each Resident include:
- (a) heated swimming pool;
 - (b) spa bath;
 - (c) hairdressers salon;
 - (d) gymnasium;
 - (e) library;
 - (f) craft room;
 - (g) indoor bowls area;
 - (h) on-site doctor's room;
 - (i) a prescription delivery service and appropriately qualified nurses who are on duty or emergency call 24 hours per day.
2. The Village Outgoings do not cover such items as housekeeping, doctor's visits, nursing care, hairdressing, physiotherapy which are available on a user-pays basis. Each Resident will be responsible for their own line rental and other telephones charges. Those Residents living in a villa will also meet their own separately metered power. Each Resident shall also arrange and pay for insurance for their own personal belongings, and motor vehicle(s).

**SECOND SCHEDULE
OCCUPATION RIGHT AGREEMENT DETAILS**

Village Name:	Acacia Cove Village
Operator:	Vintage Harvest Holdings Limited
Resident:	[Name of Resident(s)]
Dwelling:	[description]
Separate Garage	[insert number OR not applicable]
	(continued use of a separate garage is subject to the conditions in clause 4.13)
Commencement Date:	[insert date]
Deposit:	[insert amount]
Facilities Fee:	[insert amount]
Rate of Amortisation of Facilities Fee:	One third (1/3) of the Facilities Fee will amortise to the Operator immediately upon the Resident's entry into this Occupation Right Agreement. The remaining two thirds (2/3) of the Facilities Fee will amortise on a daily basis.
Period of Amortisation of Facilities Fee:	4 years starting from the Commencement Date
Village Outgoings Payment Intervals:	Monthly
Default Interest Rate:	5% above the 90-day bill bank rate as published by the ANZ National Bank Limited
Statutory Supervisor:	Covenant Trustee Services Limited
Residents Fittings:	[description]

Land:

The land comprised and described in Certificate of Title NA130A/740 (North Auckland Land Registration District) and situated at Wattle Farm Road, Wattle Downs, Auckland

Proposed Completion Date (if Dwelling is being constructed):

[insert date]

**THIRD SCHEDULE
PRIVACY ACT AUTHORISATION**

1. For the sole purpose of determining the continued suitability of the Resident for occupation of the Dwelling by reference to the physical or mental health of the Resident the Resident authorises:
 - 1.1 the Operator to collect health information from any health agency possessing information relevant to the physical and mental health of the Resident; and
 - 1.2 any health agency to disclose relevant health information about the Resident to the Operator to assist determination of the continued suitability of the Resident for occupation of the Dwelling.
2. The Resident shall during office hours have the right to access and correct all personal information held by the Operator about the Resident.
3. For the purposes of this authorisation the terms "health agency" "health information" and "personal information" are to have the meanings prescribed to them under the Privacy Act 1993 and the Health Information Privacy Code 1994.

Acacia Cove Village
127 Wattle Farm Road
Manurewa

Dwelling:

Resident Name 1

Resident Name 2

Date:

This Occupation Right Agreement has been executed on the dates stated below.

SIGNED for and on behalf of)
VINTAGE HARVEST HOLDINGS LIMITED)
by:

Authorised Signatory: _____

Witness: _____
Signature
Full Name:
Occupation:
City/Town of Residence:

Date: _____

SIGNED by)
RESIDENT NAME 1)
in the presence of:)

Witness: _____
Signature
Full Name:
Occupation: Lawyer
City/Town of Residence:

Date: _____

SIGNED by)
RESIDENT NAME 2)
in the presence of:)

Witness: _____
Signature

Full Name:

Occupation: Lawyer

City/Town of Residence:

Date: _____

IMPORTANT NOTE: The Residents' signature(s) must be witnessed by the Lawyer providing the certificate on the following page.

CERTIFICATE BY LAWYER ADVISING INTENDING RESIDENT
Pursuant to Section 27(5), Retirement Villages Act 2003

Name of Village: ACACIA COVE VILLAGE

Registration Number of Village: 1951074

I, [Lawyers name] certify that:

1. I explained to [Insert Residents name or name of Attorney/Welfare Guardian of resident who signs this agreement] the general effect of the attached agreement and its implications before he/she signed the agreement; and
2. I gave the explanation in a manner and in language that was appropriate to the age and understanding of [Residents name/Attorney/Welfare Guardian name].

Dated:

Signed: _____

Name: _____

Street Address: _____

Postal Address: _____

Email Address: _____

Telephone: _____

Facsimile (optional): _____

FOURTH SCHEDULE VILLAGE RULES

- 1. The Resident will:**
- 1.1 Report any property or equipment requiring maintenance to the Village Manager in writing.
- 1.2 Take all practicable steps to prevent infestation of the Dwelling by vermin and/or insects.
- 1.3 Keep any car parking space (including carports) tidy and free of all litter.
- 1.4 Keep clean all glass in windows and doors of the Dwelling and promptly replace with new glass of the kind and weight advised by the Village Manager if broken or cracked as a result of want of care, misuse, or abuse, on the part of the Resident or his or her invitees.
- 1.5 Ensure that all blinds, curtains, shades, awnings and other similar fittings and fixtures installed by the Resident in or upon the Dwelling and visible from the outside of the Dwelling conform to the reasonable requirements and standards of the Village Manager, as to design, quality and appearance.
- 1.6 Comply with the Village Manager's guidelines for disposal of rubbish.
- 1.7 Ensure all water taps in the Resident's Dwelling are promptly turned off after use.
- 1.8 When in the Common Areas be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to other Residents or to any person lawfully using the Common Areas.
- 1.9 Take all reasonable steps to ensure that the Resident's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of other Residents or of any person lawfully using the Common Areas.
- 1.10 Give written notice to the Village Manager if:
 - (a) The Dwelling is to be left vacant for more than seven consecutive days.
 - (b) It is intended that any person other than the Resident is to reside in the Dwelling for more than one month.
 - (c) It is intended that any person under the age of 18 years is to reside in the Dwelling for any period.

- 1.11 In the event of any notifiable infectious disease as defined in the First Schedule of the Health Act 1956 occurring in the Dwelling forthwith give notice to the Village Manager and to proper public authorities and at the expense of the Resident thoroughly fumigate and disinfect the Dwelling to the satisfaction of the Village Manager and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same.
- 1.12 Ensure that the duties and obligations imposed by these rules on the Resident will also be observed by the Resident's invitees.
- 1.13 Use the Common Areas only for the purpose for which the Village Manager determines from time to time.
- 1.14 Smoke only in those parts of the Common Areas designated for smoking (outside common buildings).
- 1.15 Store all possessions in carport cupboards where applicable.
- 2. The Resident will not:**
 - 2.1 Damage any lawn, garden, tree, shrub, plant or flower situated in the Village.
 - 2.2 Burn any rubbish or waste in or about the Dwelling or Common Areas.
 - 2.3 Play any musical instrument or use or permit to be used any radio, record player, tape recorder, television, loudspeaker, screen or other equipment, or like media, in such a manner that it is likely to be heard or seen from outside the Dwelling or likely to cause interference to radio and television reception of other Residents.
 - 2.4 Use or permit, nor suffer to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the Dwelling or the Common Areas for any purposes other than those for which they were constructed or provided.
 - 2.5 Obstruct the lawful use of the Common Areas by any authorised person.
 - 2.6 Carry out or permit any auction or garage sale to be conducted or take place on or about the Dwelling without the consent of the Village Manager.
 - 2.7 Use or permit to be used the Common Areas or any part for any business or commercial purposes.
 - 2.8 Keep clutter or work benches, etc., in carports.
 - 2.9 Keep dogs confined in carports.

3. The Resident will not, except with the written consent of the Village Manager:

- 3.1 Hang any washing, towels, bedding, clothing or other articles in carports or on any part of the Village, other than on lines provided by the Village Manager and then only for a reasonable period.
- 3.2 Inscribe paint, display or affix any sign, advertisement, name, flagpole, flag or notice on any part of the outside of any building or structure forming part of the Village.
- 3.3 Erect any awning, blind, shades, television aerial or antennae on the exterior of any buildings forming part of the Village.
- 3.4 Park or stand any motor or other vehicle, trailer or caravan upon the Common Areas except one motor vehicle in approved car parking areas.
- 3.5 Use or store in the Dwelling or upon the Common Areas any flammable chemical liquid, gases or other flammable material, other than small quantities of chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

4. The Village Management may in its absolute discretion:

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