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DISCLOSURE STATEMENT  
ANTHONY WILDING RETIREMENT  
VILLAGE

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## Disclosure Statement

### Anthony Wilding Retirement Village

*Section 30(1)(a), Retirement Villages Act 2003*

Disclosure date:	28 September 2022
Retirement village name:	Anthony Wilding Retirement Village
Retirement village street address:	5 Corbett Crescent, Christchurch
Retirement village registered office:	Airport Business Park, 92 Russley Road, Christchurch
Retirement village address for service:	Airport Business Park, 92 Russley Road, Christchurch
Operator name:	Anthony Wilding Retirement Village Ltd
Operator street address:	5 Corbett Crescent, Christchurch
Operator registered office:	Airport Business Park, 92 Russley Road, Christchurch
Contact details:	
• Contact Person	Susie Alayne
• Phone (landline)	03 338 7696
• Fax	03 338 5825
• Email	<a href="mailto:Susie.Alayne@anthonywildingrv.co.nz">Susie.Alayne@anthonywildingrv.co.nz</a>
Retirement village registration date:	20 September 2007 (number 1988501)

## **INTRODUCTORY STATEMENT OF INFORMATION**

### ***Important information for intending residents***

*Decisions about retirement villages are very important. They have long-term personal and financial consequences.*

*You should read this disclosure statement carefully.*

*This disclosure statement draws your attention to some of the important matters you should consider before deciding to enter a retirement village.*

*Ask questions.*

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

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

- *the kind of legal interest that the resident has in the village;*
- *what happens if the resident or their family wants to exit an Occupation Agreement;*
- *the fees and charges that apply to entering, moving between units within, and leaving the village;*
- *the ongoing fees and charges.*

*It is important that you and your family understand what is involved in entering into an Occupation Agreement to join a retirement village.*

*Although in most cases you will have 15 working days to cancel an Occupation Agreement after signing it, you should consider the issues carefully before you sign any application form or agreement.*

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## **SUMMARY OF KEY TERMS OF OCCUPATION RIGHTS**

The Anthony Wilding Retirement Village is owned by Anthony Wilding Retirement Village Limited which is a wholly owned subsidiary of Ryman Healthcare Limited (*Ryman*).

Taking possession and ownership of a retirement village unit is different to ordinary home ownership, and it is important that you fully understand the nature of your ownership interest. It is therefore important that you and your legal advisor review fully this disclosure statement, the Occupation Agreement and the information pack provided.

When you acquire the occupation rights to a Ryman retirement village unit you are granted a lifetime occupation right pursuant to an occupation agreement. This is supported by a mortgage in favour of the statutory supervisor.

At the time we grant you your occupation right, you make an interest free advance to us, known as an Occupancy Advance. In a Ryman village, repayment of your advance is secured by way of the mortgage in favour of the statutory supervisor.

You must also agree to pay a deferred management fee once your Occupation Agreement is terminated. This fee is paid by way of an offset against our repayment to you of the Occupancy Advance. The deferred management fee is 20% of the Occupancy Advance, though it will be reduced where you have occupied your unit for less than 4 years (for an independent townhouse or an independent apartment) or 3 years (for a serviced apartment).

When you terminate the Occupation Agreement, we then sell the occupation rights to the unit to a prospective resident on a similar basis. Once a sale has occurred and settled, you receive back the amount of your advance less the deferred management fee. In over 30 years, a Ryman resident has never waited more than six months for repayment of their Occupancy Advance. You do not obtain any capital gain, nor do you incur any capital loss on the transaction, unless you elect to resell the occupation rights in the circumstances outlined in sections 2.3(b) and 3.4 below.

While you are a resident you will pay to us a weekly fee, payable monthly in advance, which is calculated according to the level of services you select. The base weekly fee is fixed for the entire period that you occupy your unit and will never be varied regardless of any increases to the operating costs of the village. This gives you assurance that your base weekly fee will never be increased. In over 30 years a Ryman resident has never experienced an increase in their base weekly fees.

In addition to enjoying the lifetime occupation right and the use of the community facilities a Ryman resident also gains peace of mind from knowing that there is 24 hour backup care available from our care facility, if ever the need arises.

A Ryman village provides a continuum of care, including assisted living, and rest home care. As the occupant of a Ryman retirement village unit you have the comfort of knowing that you gain priority access to the care facilities if ever the need arises.

Please read this disclosure statement carefully, and do ask questions, if you have any queries or concerns.

## 1 THE VILLAGE

### 1.1 Ownership and management of the village

#### (a) The operator

We – Anthony Wilding Retirement Village Limited – are the owner and operator of the Anthony Wilding Retirement Village. We are a wholly-owned subsidiary of Ryman Healthcare Limited and are a company registered under the Companies Act 1993.

Our directors are:

- Gregory Shane Campbell, MBA(Dist) FNZIM, the Chair of Ryman.
- Joanne Maree Appleyard, LLB (Hons), Director of Ryman.
- Richard Brook Umbers, MSc, GAICD, the Group Chief Executive of Ryman.
- David Michael Bennett, B.Com (Hons), C.A., the Group Chief Financial Officer of Ryman.

#### (b) Interests affecting the operator

The *statutory supervisor* holds, or will hold:

- **for independent and serviced unit residents such as you:** a first-ranking mortgage 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 the care and community facilities) – to protect your interests as an independent or serviced unit resident;
- **for applicable care suite residents:** a first-ranking mortgage over the care facilities at the village – to protect applicable care suite residents at the village.

Where the care facilities and the village land form part of the same title, this will be the same mortgage.

Where the care facilities and the village land are on separate titles, these mortgages will be separated.

In addition, a memorial will be registered on the title to the land on which your unit is situated. This memorial provides you with legislative protection under the Retirement Villages Act for your lifetime occupation right and your right to enjoy the community facilities.

*New Zealand Permanent Trustees Limited as security trustee for the lenders to the Ryman group (NZPT)* holds or will hold:

- a second ranking mortgage (behind the statutory supervisor mortgage) over the land at the village on which *care facilities* are located – where the care facilities are in a separate title or combined only with the community facilities;
- a first-ranking mortgage over the land at the village on which *community facilities* are located – where the community facilities are in a separate title; and
- a general security agreement over the assets and undertakings of the operator.

None of these will affect your rights to use the community facilities nor will it affect your residential unit.

The maximum amount able to be secured under NZPT's interests is \$500 million.

(c) **Ownership structure**

- The village is owned by us (or, for some parts of the village, by a separate unit title body corporate that we control), except for life interests held by residents in respect of their units.
- You as a resident have the exclusive right to occupy your unit for life. Your rights will be secured by the statutory supervisor, who will hold a mortgage 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).

(d) **Management arrangements**

We are responsible for the management of the village, as well as being the operator, with support services being provided by our parent company, Ryman.

Our contact details are listed at the front of this disclosure statement.

The key management personnel at the village (and their contact details) are:

- Village Manager 03 338 5820
- Clinical Manager 03 338 5820
- Village Co-ordinator 03 338 5820
- Sales Advisor 03 338 7696

The village will be staffed 24 hours a day, seven days a week. One of the management personnel will always be on call in cases of emergency.

Our parent company, Ryman, is an NZX listed company which has built and operates over thirty retirement villages across New Zealand over a period of more than thirty years.

There is currently no committee of residents of the village. The owner of the village currently meets, or intends to meet, with all the residents on a bi-monthly basis.

(e) **Statutory supervisor**

Under the Retirement Villages Act 2003, the operator of a retirement village must appoint a statutory supervisor for the village unless the Registrar of Retirement Villages grants the operator an exemption.

The core duties of a statutory supervisor are to:

- provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the retirement village; and
- monitor the financial position of the retirement village; and
- report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and
- perform any other duties that are imposed by the Act or any other Act, any regulations made under the Act, and any documents of appointment.

The statutory supervisor (and its contact details) for the village is:

Anchorage Trustee Services Limited  
C/- Duncan Cotterill  
148 Victoria Street  
Christchurch 8013

Richard McLoughlin or Bridget McCormick  
Phone: 0800 888 093  
Fax: 03 379 2430  
Email: [r.mcloughlin@anchorage trustees.co.nz](mailto:r.mcloughlin@anchorage trustees.co.nz)  
[b.mccormick@anchorage trustees.co.nz](mailto:b.mccormick@anchorage trustees.co.nz)

Anchorage is statutory supervisor for the village under a deed of supervision. Anchorage has been granted a licence to act as a statutory supervisor by the Financial Markets Authority, pursuant to the Financial Markets Supervisors Act 2011.

## 1.2 Features of the village

### (a) State of the village

The village commenced operations in December 2006 with the opening of the care facility, offering resthome and hospital services. The remainder of the village was completed and opened on a staged basis, with the village centre and serviced apartment block having opened in September 2007, and a care centre extension (which includes dementia level aged care) having opened in November 2011.

The village centre is being re-developed and there is a temporary village centre with limited facilities until completion of the village centre re-development, due to be completed on a staged basis from March 2023.

The village currently comprises a single storey care facility building surrounding an internal courtyard, with a two storey block adjoining the care facility housing 50 serviced apartments and the village centre.

Surrounding the central facilities are 110 semi-detached, single storey independent townhouses.

The buildings are all of brick and tile construction, and are complemented by asphalt driveways and roadways, professionally landscaped gardens, pathways and street lighting. Heating appliances are or will be fitted within all buildings.

The serviced apartments and independent townhouses are fitted with an emergency call alarm system which is monitored by staff on-site 24 hours per day. The independent townhouses are also fitted with a never alone monitoring system.

There may be future development of care facilities and/or retirement village units, however no commitment has been made as yet. The number of retirement village units and or care facilities which might be built in the future has not yet been determined, and you should be aware that the community facilities are to be shared with the occupiers of any new units built.

All the completed buildings and facilities are well maintained.

As at the date of this disclosure statement there were 110 completed independent townhouses (1 of which are unoccupied) and 50 serviced apartments (3 of which are unoccupied).

In the twelve months preceding the date of this disclosure statement we sold occupation rights to the following residential units:

Resale (Previously Occupied) Units

- Serviced Units – 7 sold with time taken to sell each unit ranging from 3 to 46 days with an average of 17 days;

Actual days to sell were: 5 (unit AWS117), 46 (unit AWS119), 3 (unit AWS203), 18 (unit AWS204), 7 (unit AWS208), 7 (unit AWS212), 34 (unit AWS219).

- Independent Units – 7 sold with time taken to sell each unit ranging from 0 to 21 days with an average of 6 days;

Actual days to sell were: 0 (unit AWI039), 6 (unit AWI045), 0 (unit AWI063), 16 (unit AWI066), 21 (unit AWI071A), 0 (unit AWI080), 0 (unit AWI090).

New (Previously Unoccupied) Units: Nil

(b) **Facilities in the village**

<p>You may refer to the village compendium (which is provided to you on taking up occupation at the village) for more information on the facilities and their availability. The facilities are for the shared use of the residents only, and the availability may change from time to time as advised by the Village Manager.</p>		
	Facility:	Limits on Availability:
✓	dining facilities	at the nominated times for breakfast, lunch and tea
✓	lounge or television room	no limits
✓	laundry	for use of serviced apartment residents only
✓	gymnasium	by way of keycode access only, the Village Manager reserves the right to request a GP assessment prior to issuing the access code
✓	spa pool	as for the gymnasium
X	health clinic	
✓	swimming pool	as for the gymnasium
X	tennis court	
X	petanque court	
✓	bowling green	no limits
✓	library	no limits
	Other:	Limits on Availability:
✓	shop	open at nominated times during the week
✓	pool / billiards table (in bar area)	no limits
✓	bar	no limits
✓	Chapel/reflection room	no limits
✓	chip and putt course	no limits
✓	outside courtyard	no limits
✓	scooter bay	no limits
✓	beauty therapy	beauty therapy hours are provided in the compendium. Appointments are made directly with the beauty therapist.

✓	hair salon	the salon hours are displayed in the salon and are provided in the compendium. Appointments are made directly with the hairdresser.
✓	Wi-Fi internet	Wi-Fi access available in the village centre
✓	ATM	ATM available in the village centre

(c) **Services available at the village**

<p>You may refer to the village compendium (which is provided to you on taking up occupation at the village) for more information on the services available. The services (and the cost of those services) offered may change from time to time as advised by the Village Manager.</p>		
	<b>Service:</b>	<b>Nature, extent and frequency:</b>
✓	gardening	permanent staff are employed at the village on weekdays to maintain the gardens
✓	lawnmowing	as for gardens
✓	repair and maintenance	as for gardens
✓	nursing and medical services	there are staff on-site 24 hours a day to respond to matters requiring urgent attention. Regular nursing services will be provided on request, at the discretion of the Village Manager.
✓	provision of meals	meals are available each day in the dining room and a sample menu has been provided in your information pack. The menu and meal serving times are provided in the compendium.
✓	shops and other services for the provision of goods	the shop hours are displayed in the shop window and are provided in the compendium.
✓	laundry services (other than facilities to do own laundry)	available on a continuing basis on request to the Village Manager.
✓	hairdressing and other personal care services	the salon hours are displayed in the salon and are provided in the compendium. Appointments are made directly with the hairdresser.
✓	transport services	the activities programme includes scheduled visits to the shops and outings. A sample activities programme is provided in your information pack.
✓	recreation and entertainment services	as for transport
✓	security services	there are staff on-site 24 hours per day plus there are regular patrols conducted by a security company at night.
	<b>Other:</b>	<b>Nature, extent and frequency:</b>
✓	Wi-Fi internet	Wi-Fi access available in the village centre
✓	ATM	ATM available in the village centre

The village also offers resthome, hospital and dementia level care in the care facility, to which the retirement village residents enjoy priority access.

## 2 YOUR RIGHTS, INTERESTS AND RESPONSIBILITIES

### 2.1 Before securing a residential unit

#### (a) Charges to secure an interest in a residential unit

An *initial deposit* of part of the Occupancy Advance must be paid when your application has been accepted by us and approved by your solicitor. **The amount of the deposit will be advised to you before you complete your application.**

The *balance of the Occupancy Advance* is payable following your entry into the Occupation Agreement with us, and on taking possession of your unit. The amount of the Occupancy Advance is determined by us (taking into account market factors) and is agreed by you in writing by entering into the Occupation Agreement.

Any of these payments you make to us will be held by the statutory supervisor until settlement under the Occupation Agreement.

If you cancel your Occupation Agreement in accordance with the cooling-off provision (as provided by section 28 of the Retirement Villages Act 2003), any moneys paid to us will be returned to you.

In addition, we will refund the Occupancy Advance in full, with no deduction for deferred management fees if you advise us in writing within 5 working days at the expiry of 90 days after the possession date of the Unit that you are unhappy with your unit and wish to make arrangements to leave the village. This right may only be exercised if you have fully paid the Occupancy Advance and taken possession of your unit with the express intention of permanently residing in the unit.

In the event that this right is exercised, we will refund the Occupancy Advance no later than 30 days after you have permanently vacated your Unit, removed all your possessions and completed and returned all the paperwork we need from you on termination of this agreement. For the avoidance of doubt, the weekly fees will remain payable until you permanently vacate your Unit and remove all your possessions.

### 2.2 While occupying your residential unit

#### (a) Your rights in relation to your residential unit

As a resident, you will have the following rights in relation to your residential unit:

- To grant a security interest in the termination proceeds in your unit
- To have a guest stay with you temporarily for up to two weeks, with prior notice to us. We will act reasonably in considering any request for a guest to stay longer than two weeks.
- To keep a pet in the unit, subject to our approval

(b) **Prohibitions in relation to your residential unit**

As a resident, you are prohibited from doing the following in relation to your residential unit without our consent, in our absolute discretion:

- Letting the unit to another person
- Having a member of your family (including a de facto partner) stay with you on a permanent or long-term basis
- Having a person stay with you as a companion or carer for you
- Having a person board with you in your unit
- Having a person stay in the unit to mind it while you are away

(c) **Responsibilities when living in or using your residential unit**

As a resident, you will be responsible for the following matters in relation to your residential unit:

- You may only use your unit for your personal occupation and must not be responsible for anything which causes disturbance, nuisance or annoyance to other residents or those occupying neighbouring properties.
- You may not undertake any alterations or additions to your unit without our prior consent, which we may withhold in our sole discretion.
- If your unit is an independent unit, or a serviced unit where we do not provide laundry, cleaning or other care facilities for you, you must at all times keep your unit, its surrounds, and our fixtures and fittings:
  - tidy and clean;
  - in working order; and
  - in like state of repair and condition as what they were in at the start of your occupancy, subject to fair wear and tear.
- You may only use your balcony or patio for placement of pots and approved outdoor furniture. For the avoidance of doubt, you may not place laundry in these locations.
- You will replace at your cost (with replacements of at least the same quality and power) all the following when they wear out, break, or become unserviceable:
  - Mirrors;

- Light shades; and
- Electric light globes.
- You will permit us (or persons authorised by us) to enter your unit, causing as little disturbance as possible to you, in order to do the following:
  - inspect your unit;
  - give care and assistance to you; and
  - carry out any repairs or alterations (either needed or desired).
- The village is transitioning to be a smoke-free area along with all other Ryman villages. As an incoming resident you must not smoke anywhere in the village (including in or around your unit) and you must ensure that any person visiting you also refrains from smoking anywhere in the village. This includes cigarettes, cigars, e-cigarettes, vapes, electronic nicotine delivery systems and any other tobacco products or similar items. For existing residents who currently smoke, Ryman is offering assistance to help them quit.
- 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.

(d) **Charges to pay**

There are ongoing charges while you are a resident of the village.

***Deferred management fee***

The deferred management fee is a fee for your right to occupy your unit and enjoy the village facilities. However, no payment in relation to this fee is due during the time in which you occupy your unit. Instead, this fee is payable by way of deduction from your Occupancy Advance *when it is due to be repaid*. Full details of the fee are set out in section 2.3(c).

***Weekly fee***

During your occupancy there is a *weekly fee* which you are required to pay monthly in advance. The amount payable will be adjusted proportionately for any part-weeks. The amount of this weekly fee is initially set by us (taking into account all relevant factors including our overhead costs) at the time you enter into your Occupation Agreement with us. Residents and intending residents have no direct role in the setting of the weekly fee.

The total amount of the weekly fee varies from resident to resident because the fee is broken down into a fixed *base weekly fee* and a variable *additional service fee*, as set out below. The total weekly fee payable by you, taking into account the additional services you have expressed interest in, is set out in Part A of the Schedule.

***Fixed base weekly fee***

The base weekly fee is a fixed amount payable by all residents of the village. It is inclusive of any body corporate charges. The amount of the base weekly fee is fixed for your entire period of occupancy of your unit and will not be increased.

The following services are provided to all residents of independent and serviced units, and are covered by the fixed base weekly fee:

- rates(including water rates);
- building insurance;
- gardening and ground maintenance;
- maintaining and operating the community amenities
- exterior maintenance of the unit, including inside and outside window cleaning;
- security – never alone monitoring system (independent units only) and emergency call alarms monitored 24 hours a day by our own staff; or
- Optional Never Alone electronic alarm system (independent units only)
- Call bells monitored 24 hours a day by on-site staff
- social time at weekly happy hour;
- Engage activities programme;
- scheduled transport services and outings;
- Triple A exercise programme.
- Village management and administration

In addition, residents of serviced units receive the following services, which form part of their fixed base weekly fee:

- electricity & heating;
- housekeeping;

- ongoing health assessment and monitoring;
- linen changed weekly – or as needed;
- fresh towels delivered daily;
- daily main meal in the dining room;
- daily morning and afternoon tea.

The base weekly fee for a serviced apartment resident is set at a level which is less than the current rate of NZ Superannuation for a single person living alone.

### ***Additional service fee***

The additional service fee is a variable amount depending on which additional services you choose to have provided over and above those services which form part of the fixed base weekly fee. At the time you enter your Occupation Agreement with us, both parties will agree the level and provision of additional services required by you and the charges applicable in respect of them. In all cases you will agree to the provision of services and the charges payable for them in advance.

Details of the additional services are available on request to the Village Manager.

Details of the additional services which you have expressed an interest in receiving, and the applicable charges, are set out in Part A of the Schedule. Where any services are provided to you by an external provider (e.g. an external hairdresser or phone/internet services), the amount payable for those services will be paid directly to the external provider and the charge will be determined by the external provider.

A serviced apartment resident has the option of deferring payment of any additional charges (over and above the base weekly fee) so that the weekly fees can be met from your NZ Superannuation payments. The payments deferred do attract an interest charge, which is also deferred. These deferred charges are collected by us when you are repaid at the end of your occupation of the unit.

### **(e) Insurance**

We hold full replacement insurance for your unit and for its fixtures and fittings. In addition, our insurers have waived their right (of subrogation) to make any claims against you. Insurances carried by Ryman Healthcare Limited on behalf of the Operator include Business Interruption, Professional Indemnity, General Liability, Directors and Officers Liability, Statutory Liability & Employers Liability.

We will use our reasonable endeavours to provide temporary accommodation if your unit is damaged and your unit is unable to be occupied during repair.

You are responsible for your belongings and the chattels in your unit. It is your responsibility to effect contents insurance in respect of your possessions and your chattels.

If the village was totally destroyed and we choose not to rebuild your unit (for example, in the case of severe earthquake damage) then:

- No deferred management fee would be charged to you;
- You would receive your full Occupancy Advance; and
- Any surplus insurance proceeds from land and buildings indemnity payments (from our insurers and EQC) would be paid to you to the extent that they relate to your unit.

(f) **Maintenance and refurbishment**

We are responsible for undertaking all maintenance in respect of the village dwellings and community facilities.

We are responsible for refurbishment of the interior of your unit following termination of your Occupation Agreement. You will be responsible for the cost of refurbishing the unit, or the maintenance or replacement of any chattels provided by us in the unit, where we reasonably believe you or your guests deliberately or carelessly caused the damage or loss.

We will 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. If you choose to replace items in your unit which we think remain in working order (such as carpets or curtains) replacement will be at your cost and will be subject to our approval.

You can ask for additional chattels or modifications to be installed in the unit that are not offered by us as a standard feature. We need to agree to your request. We will be responsible for maintaining the additional chattels/modifications. If the additional chattels/modifications need to be replaced, it will be your choice whether or not to replace them at your cost. No amounts are payable to you for the additional chattels/modifications when you leave the unit.

Note that there is no separate maintenance or sinking fund for the village.

(g) **Your changing needs – alterations and disabilities**

If you have a disability you have the right, where practicable, to alter the unit if it does not meet your needs under the following conditions:

- the alterations do not disturb the quiet enjoyment of the village by other residents, or unreasonably harm or alter the aesthetics of the village;

- such alterations must be approved by us in advance;
- the works must be arranged or undertaken by us;
- the cost of such alterations will be to your account;
- we have the right to reinstate the alterations when you vacate the unit (prior to the unit being reoffered); and
- any such costs of reinstatement will be to your account (and deducted from your Occupancy Advance on repayment).

Subject to the above, you may by mutual agreement with us arrange for us to undertake alterations to your unit to meet your needs.

There may be a situation where it is impractical to make alterations, or it is unsafe for you to remain in your unit, at which point we will offer you priority access to other units which are suitable or to the care facility.

The community facilities have all been developed in accordance with NZS 4121 and your unit has been built in accordance with the general requirements for a residential dwelling under the Building Code.

We maintain a register of residents with physical disabilities, so that in the event of an evacuation the staff on-site are able to identify and assist those residents who need assistance to evacuate the building.

(h) **Access to financial accounts and other documents**

Under the Retirement Villages Act 2003 we are obligated to prepare financial statements relating to us. These financial statements will be audited by our auditors as required under the Act, and the annual financial statements will be filed with the Registrar of Retirement Villages and as otherwise required by law. We will also provide a copy to the statutory supervisor.

Our most recent audited financial statements are available to you (or your personal representative) free of charge.

The base weekly fees are not established on a cost pool basis but are intended to contribute to the cost to us of providing the services. Because your base weekly fee is fixed, there will be no need to provide financial information or forecasts to support any cost increases.

The village has adopted policies and procedures which, together with the Occupation Agreement and disclosure statement, address fully the provisions of the Code of Practice. A copy of the village's safety and personal security policy and a description of the complaints procedure is attached as Appendix B. The village's full fire protection and emergency management policy and evacuation procedure will be provided in your

compendium when you take up residence. In addition, you may request a copy of the evacuation scheme and the fire and evacuation drill records at any time. A copy of the Code of Practice is attached as Appendix D.

(i) **Miscellaneous issues arising during your occupancy**

**(i) Moving into another unit**

In the event you are offered occupation rights to another unit within the village:

- you will be required to pay the deferred management fee in respect of your existing unit/occupation agreement;
- you will be responsible for the payment of any other incidental costs (including third party costs) arising from you moving from your unit into another unit;
- a new Occupancy Advance will be payable in respect of the new unit/occupation agreement;
- occupation rights to the new unit will be offered to you on the terms and conditions, including price, applying to that unit at the time of the offer;
- these payments may be made by way of set off as determined by us.

If you agree to the offer you will enter into a new Occupation Agreement in respect of the new unit. However, the cumulative deferred management fee percentage will be 20% in respect of both units.

For example, if a deferred management fee of 8% of the Occupancy Advance is charged in respect of your first unit then the deferred management fee charge is 12% in respect of the Occupancy Advance for the new unit (also refer section 2.3 (c) for further details for the deferred management fee).

**(ii) Moving into a rest home, hospital or special care facility within your retirement village**

Because the retirement village shares premises with a rest home and hospital, under your Occupation Agreement you have priority access to these care facilities.

The terms on which we provide that care will be the terms being offered by us at the time of your move into the care facility. If it is a temporary period of care, then the base weekly fee will continue to be payable in respect of your residential unit.

**(iii) Effect of marriage etc. on your agreement**

If you marry or enter into a civil union (irrespective of whether you were in another marriage or civil union when your Occupation Agreement was made) your Occupation Agreement is not affected. However, your new spouse or civil union

partner will need to apply to become a resident if the spouse or partner wishes to reside at the village. Our usual terms and conditions will apply in respect of that application.

(j) **Expectations regarding serviced units**

Where your unit is a serviced unit, you should note that a serviced unit does not provide a fully self-contained home and includes elements of communal living and dining within the same building which we will maintain and use our best endeavours to keep safe.

Your Occupation Agreement for a serviced unit includes an undertaking from you that you will engage us to provide all services required by you within the village (and offered by us at that time) and to not engage external agencies or contractors to provide such services.

## 2.3 After leaving your residential unit

### (a) The sale of your residential unit by us

We control the sale of the occupation rights to your unit (subject to your rights to sell or market it, as set out in section 2.3(b) below).

We undertake the sale and marketing of occupation rights to your unit on the termination of your Occupation Agreement.

If we have not repaid your Occupancy Advance (less the deferred management fee) within 6 months from the date you vacated your unit, interest will accrue on the balance of the Occupancy Advance owing to you (less the deferred management fee) 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.

### (b) Your right to sell or market the occupation rights to the unit

- To sell or market the occupation rights to the unit:
  - Note that in over 30 years a Ryman resident has never waited more than six months after vacating their unit for repayment of their Occupancy Advance.
  - If we have not repaid your Occupancy Advance (less the deferred management fee) within 12 months from the date you vacate your unit, then you may give us one month's written notice that you will be selling the occupation rights to your unit to a replacement resident.
  - The conditions applying to this right are set out in the Occupation Agreement.

### (c) Charges for a resident leaving permanently

- *Weekly fee:* As an outgoing resident you are required to continue to pay the base weekly fee until the end of the day on which you permanently vacate your unit and remove all your possessions.
- *Selling and marketing costs:*
  - *When sale controlled by us:* No costs will be payable by you
  - *When you elect to control the sale:* You will be liable for all marketing and other costs in connection with the sale, plus any difference in value where the replacement resident's Occupancy Advance is less than your original Occupancy Advance (before the deferred management fee is set off).
- *Deferred management fee:* The deferred management fee is a fee for your right to occupy your unit and enjoy the village facilities.

The amount of the deferred management fee is determined by us prior to you entering into your Occupation Agreement with us. Residents and intending residents have no direct role in the setting of the deferred management fee. It is inclusive of GST (if any) and is 20% of your Occupancy Advance. However, it is reduced where you have occupied your unit for less than 4 years (for an independent townhouse or an independent apartment) or 3 years (for a serviced apartment). The reduction is calculated as follows.

- Independent townhouses/apartments – if your occupation ends before four years, then the DMF is reduced by 4% of the Occupancy Advance for each full year of the shortfall, and by a pro rata portion of 4% for each additional full month of the shortfall.
- Serviced apartments – if your occupation ends before three years, then the DMF is reduced by 5% of the Occupancy Advance for each full year of the shortfall, and by a pro rata portion of 5% for each additional full month of the shortfall.

Any shortfall is calculated from when you have permanently vacated your unit and you have removed all your possessions.

By way of example:

- if your unit is an independent unit and your occupation ends 2 years and 3 months prior to the 4-year anniversary, your deferred management fee will be reduced from 20% of your Occupancy Advance to 11% of your Occupancy Advance;
- if your unit is a serviced apartment and your occupation ends 1 year and 6 months prior to the 3-year anniversary, your deferred management fee will be reduced from 20% of your Occupancy Advance to 12.5% of your Occupancy Advance.

Payment for this is by way of a deduction through being set off against the Occupancy Advance at the time of repayment.

Calculation of the deferred management fee for residents who transition between units at the village is outlined in section 2.2(i)(i).

(d) **Relevant deductions and refunds**

- *Refund of Occupancy Advance (less deferred management fee)*: You are entitled to a refund of the Occupancy Advance (less deferred management fee) following the termination of your Occupation Agreement and the entry into, and settlement of, a new Occupation Agreement by a replacement resident.

Note that the replacement resident may move into the unit before their cooling-off period of 15 days has expired. In this situation your Occupancy Advance will be repaid upon the expiry of such cooling-off period.

We reserve the right in our absolute discretion to repay your Occupancy Advance (less deferred management fee) at any time prior to settlement with a new resident under an Occupation Agreement.

- *Deduction of the deferred management fee:* The deferred management fee is inclusive of GST (if any) and is deducted from the Occupancy Advance at the time the Occupancy Advance is repaid to you. Full details of the fee are set out in section 2.3(c) above.

(e) **Estimated financial return on the refund of your Occupancy Advance**

The estimated financial return that you can expect to receive on the refund of your occupancy advance is set out in Appendix One which has been provided to you along with your application form. Appendix One also includes a summary of some further key terms applying to the occupation of your residential unit, which is based on the Retirement Villages Association standard key terms summary. This appendix should be read in conjunction with and forms part of this disclosure statement.

The capital amount payable on termination is equal to the Occupancy Advance paid by the resident less the deferred management fee. Full details of the deferred management fee are set out in section 2.3(c) above.

Accordingly, the estimated financial return will reduce for each of:

- Independent townhouses/apartments - the first four years of occupation and will remain the same from the end of year four until termination;
- Serviced apartments - the first three years of occupation and will remain the same from the end of year three until termination.

The estimated financial return is not directly affected by the termination of the Occupation Agreement arising out of a breach of this agreement by a resident or a decision of the resident to terminate the agreement voluntarily.

### 3 **YOUR OCCUPATION AGREEMENT**

#### 3.1 **Your right to cancel the agreement (cooling-off period)**

In certain circumstances you are entitled to cancel your Occupation Agreement.

- As a resident you are entitled to cancel within 15 working days of signing your agreement (this period being known as the "cooling-off period").
- You are also entitled to cancel your agreement if it relates to a residential unit to be built or completed at a later date and the residential unit is not finished to the point of practical completion within 6 months after the proposed date for completion of the unit.

This right is given by section 28 of the Retirement Villages Act 2003, which is set out in full in Part B of the Schedule and should be referred to in detail if you are intending to cancel your agreement.

Note that your Occupation Agreement does not contain more favourable cooling-off and cancellation provisions than section 28.

#### 3.2 **Avoiding the agreement**

In certain circumstances you may be entitled to avoid your Occupation Agreement, including if the circumstances involve:

- you having entered the agreement with a significant detriment to you;
- a material breach of the Retirement Villages Act 2003; and/or
- deliberate misconduct by us.

Schedule 5 of the Retirement Villages Act 2003 is set out in full in Part C of the Schedule and should be referred to in detail if you are intending to avoid your agreement. You should also seek legal advice before using the right.

#### 3.3 **Varying your agreement**

Your Occupation Agreement with us may only be amended by the written agreement of us and you.

#### 3.4 **Terminating your agreement**

- If your Occupation Agreement is terminated, the effect on any person living with you at the time of termination is that the person is entitled to remain in your unit if that person is a resident and is a party to the agreement.
- Details of charges which continue to be payable by you after the termination of your agreement are set out in section 2.3(c).

- Details of the process to be followed in finding a new resident for your vacated residential unit are set out in sections 2.3(a) and (b).
- You are not exposed to any capital gain or capital loss on termination of your agreement, except if you elect to arrange the sale of the new occupation right (i.e. if we have failed to sell within 12 months) as set out in section 2.3(b), in which case you will be exposed to any capital gain or loss on sale.
- Irrespective of whether we or you control the sale of your vacated unit, a former resident or the estate of a former resident has no entitlement to, or in respect of, the purchase price paid by the replacement resident.

## 4 SCHEDULES

### **SCHEDULE PART A: Section 28 Retirement Villages Act 2003 (cancellation of your Occupation Agreement)**

#### **Cooling-off period and cancellation for delay**

*(below is a copy of the full text of section 28 of the Retirement Villages Act 2003)*

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

than the provision referred to in subsection (1), but, if the agreement fails to contain any provision of the kind referred to in subsection (1) or contains a provision that is less favourable to the resident than that provision, the agreement is deemed to contain the provision referred to in subsection (1).

## **Definitions**

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

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

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

- (a) confers on any person the right to occupy a residential unit within a retirement village; and
- (b) specifies any terms or conditions to which that right is subject.

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

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

*resident* means any of the following:

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

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

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

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

## **SCHEDULE PART B: Schedule 5 Retirement Villages Act 2003 (avoiding your Occupation Agreement)**

### **Information about avoiding occupation rights agreement**

*(below is a copy of the full text of Schedule 5 of the Retirement Villages (General) Regulations 2006)*

Section 31 of the Retirement Villages Act 2003 gives you the right to avoid an agreement that you enter into for the right to occupy a residential unit in a retirement village, but only if you enter into the agreement in the circumstances described in a row of the table below and the circumstances involve -

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

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

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

<b>Circumstances</b>	<b>Period</b>
Before entering into the agreement, you did not receive a disclosure statement that complied with the Act, the residents' code of rights, the code of practice or a statement when the code would come into force, and a copy of the agreement	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first

You should seek legal advice before using the right.

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

The operator may dispute your use of the right, refer the dispute to a disputes panel under the Retirement Villages Act 2003, and refuse to pay the refund while the dispute is unresolved.

## 5 REGULATORY INDEX

The Retirement Villages (General) Regulations 2006 require certain disclosures to be made in disclosure statements. These are set out as follows, with reference to their location within this disclosure statement.

<b>Regulation</b>	<b>Section</b>	<b>Page</b>
14. Ownership structure and occupancy rights	1.1(a), (b), (c)	2, 2, 3
15. Resident's interest in residual unit		
• 15(2)(a) – (e)	2.2(a), (b), (c) 2.3(b)	11, 12, 12 20
• 15(2)(f)	2.3(a), (b), (c)	20, 20, 20
• 15(2)(g)	2.3(d)	21
16. Management arrangements for retirement village	1.1(d)	3
17. Statutory supervisor	1.1(e)	4
18. State of retirement village	1.2(a)	5
19. Services and facilities at retirement village	1.2(b), (c)	7, 9
20. Charges		
• 20(2)(a)	Appendix One	Separately Attached
• 20(2)(b)	2.1(a)	11
• 20(2)(c)	2.2(i) 2.3(c) 3.4	18 20 23
• 20(2)(d)	2.2(i)	18
• 20(2)(e)	2.2(d)	13
• 20(2)(f)(g)	2.2(e), (f)	15, 16
• 20(2)(h)	2.2(d)	13
21. Maintenance and refurbishment	2.2(f)	16

<b>Regulation</b>	<b>Section</b>	<b>Page</b>
22. Financial accounts for retirement village	2.2(h)	17
23. Cooling-off period and cancellation of occupation right agreement	3.1 Schedule, Part A	23 25
24. Varying occupation right agreement	3.3	23
25. Termination of occupation right agreement	3.4	23
26. Deductions from payments by and to residents	2.2(d) 2.2(f) 2.3(d)	13 16 21
27. Estimated financial return on disposal of residential unit	2.3(e)	22
28. Exemption from requirement to comply with Code of Practice	N/A	
29. Formal matters <ul style="list-style-type: none"> <li>• 29(1)(a) – (f)</li> <li>• 29(1)(g)</li> </ul>	Front  3.2 Schedule, Part B	  23 28
30. Responsibilities for insurance	2.2(e)	15
31. Moving into rest home or hospital care institution in retirement village	2.2(i)	18
32. Effect of marriage, etc, on occupation right a Services and other benefits	2.2(i)	18
33. Financial assistance	N/A	
34. Basis for working out prospective financial information	N/A	
35. Details relating to certain security interests	N/A	

## 6 APPENDICES

### Appendix A: Resident Code of Rights

#### Services and other benefits

- You have the right to services and other benefits promised to you in your occupation right agreement.

#### Information

- You have the right to information relating to any matters affecting, or likely to affect, the **terms** or conditions of your residency.

#### Consultation

- You have the right to be consulted by the owner about any proposed changes in the services and benefits provided or the charges that you pay that will or might **have** a material impact on your:
  - occupancy; or
  - ability to pay for the services and benefits provided.

#### Right to complain

- You have the right to complain to the owner and to receive a response within a reasonable time.

#### Disputes

- You have the right to a speedy and efficient process for resolving disputes between you **and** the owner or between you and other residents of the village.

#### Use of support person or representative

- You have the right, in your dealings with the owner or other residents of the village, to **involve** a support person or a person to represent you. The cost of involving a support person or person to represent you must be met by you.

#### Right to be treated with courtesy and have rights respected

- You have the right to be treated with courtesy and have your rights respected by the owner, the people who work at the village, and the people who provide services at the village.

**Right not to be exploited**

- You have the right not to be exploited by the owner, the people who work at the village, **and** the people who provide services at the village.

**Your obligations to others**

- Your rights exist alongside the rights of other residents and the rights of the owner, the people who work at the village, and the people who provide services at the village. In the same way that these people are expected to respect your rights, it is expected that you in return will respect their rights and treat them with courtesy.

**Operator's contact person**

- If you want more information about your rights or wish to make a complaint **against** the owner or another resident, the owner's contact person is The Village Manager, 03 338 5820.

**Other contact persons**

- Other **contact** persons, if you want to make a complaint about a breach of your rights, are:
  - the statutory supervisor
  - the Registrar of Retirement Villages
  - the Retirement Commissioner

## **Appendix B: Policies**

### **Safety and Personal Security**

The security of residents is paramount at all times, as is the safety of staff and the safe keeping of personal effects and property.

The Village has a challenge policy whereby staff should greet people entering or wandering through the facility and ask if they can assist them. The staff member is to find out who the visitor is there to see and if the visitor is new to the complex the person is to be escorted to the room of the resident they are there to visit.

The challenge policy is not confrontational but rather a way to welcome people and to ensure that they are bona fide visitors.

All staff must wear their name badge whilst at work so that residents can identify them and visiting trades people are to sign in at reception and be escorted as necessary by a staff member.

Regular security checks are undertaken by staff (internal) and a contracted security company undertakes random external security checks at night.

Retirement village residents are encouraged to ring their emergency call bell if they have any concerns regarding security. The Village operates a neighbourhood watch scheme. Memos go out twice per year encouraging residents to be mindful of their neighbours, etc.

A "call system" is available to summon assistance when required that is easily identifiable, accessible and appropriate to the needs of the resident group and the service setting. The system is easily used by the resident or staff to summon assistance if required.

All residents and staff have access to and receive appropriate information, training and equipment to respond to identified emergency and security situations.

Staff are trained in order to provide a level of first aid and emergency treatment appropriate for the degree of risk associated with the provision of the service.

### **Complaints Procedure**

To ensure the highest standard of care and service is offered to our residents living within this village, a clear and accessible complaints policy is available. This can be obtained from the village website through [www.rymanhealthcare.com](http://www.rymanhealthcare.com) or from the village reception. The policy sets out details of the particular steps involved in resolving a formal complaint.

We encourage you, your relatives and visitors to feel confident to voice concerns or compliments regarding the care and services offered within this facility to appropriate personnel. We believe that any complaints or issues you may have should be actively acknowledged and we are committed to resolving them.

Every person has the right to complain and a complaint does not necessarily need to be made in writing. Your complaints may be made anonymously, but in this situation, it cannot be responded to individually. We are genuinely committed to ensuring that all complaints or suggestions are documented, viewed seriously, investigated and followed up promptly.

### ***Making a complaint or suggestion***

You and your family must feel secure that you will not be adversely affected by exercising your right to question the service being provided. Therefore, our village gives you absolute assurance that the continuity of service will be maintained during the facilitation and resolution of any concern or complaint.

Always feel welcome to approach or contact the Manager or the senior person on duty directly to discuss any issue pertaining to care and services. The Manager is generally available within working hours during weekdays, but to ensure availability it is recommended you make a mutually convenient appointment time by contacting the village reception. You should feel free to bring a support person or advocate.

Some issues or concerns are genuine misunderstandings or minor and can be immediately attended to and rectified to each person's satisfaction. In this case a formal complaint process may not need to be instituted in full.

You should feel free at any time to ask the Manager for information about your rights as a resident. The Retirement Commissioner has also published information about your rights, and the complaints and disputes procedure.

### ***Commitment***

At all times we are committed to ensuring open and effective dialogue with you, your relatives and visitors and we make every effort to ensure a timely, positive and satisfactory outcome and resolution to all complaints received by our management team.

### ***Other Options Available***

In the first instance we recommend and encourage you to approach the Manager of your village with your complaint or concern, so it can be investigated and resolved at the village. In the event that a satisfactory outcome is not achieved with the Manager or through the complaints policy then there are other options available to you.

You may engage the assistance of the following people:

- o The Chief Executive, Ryman Healthcare, PO Box 771 Christchurch, Phone 0800 588 222
- o The Statutory Supervisor, Anchorage Trustee Services Ltd, PO Box 5 Christchurch, Phone 0800 888 093
- o The Executive Director, Retirement Village Association, PO Box 25 022, Panama Street, Wellington, Phone: 04 499 7090

**Retirement Villages Act 2003 – Section 53 – Types of Dispute for which resident may give dispute notice**

1. A resident may give a dispute notice for the resolution of a dispute concerning any of the operator's decisions –
  - (a) affecting the resident's occupation right or right to access services or facilities; or
  - (b) relating to changes to charges for outgoings or access to services or facilities imposed or payable under the resident's occupation right agreement; or
  - (c) relating to the charges or deductions imposed as a result of the resident's occupation right coming to an end for any reason or relating to money due to the resident under the resident's occupation right agreement following termination or avoidance under section 31 of the resident's occupation right agreement; or
  - (d) relating to an alleged breach of a right referred to in the code of resident's rights or in the code of practice.
2. Nothing in subsection 1 enables a resident to give a dispute notice concerning any health services or disability services, or any facilities to which the Code of health and Disability Services Consumers' Rights under the Health and Disability Commissioner Act 1994 applies.
3. A resident may give a dispute notice for resolution of a dispute concerning the operator's breach of the resident's occupation right agreement or code of practice in disposing of a residential unit in a retirement village formerly occupied by the resident.
4. A resident may give notice for the resolution of a dispute affecting the resident's occupation right between the resident and any other person who is
  - (a) another resident of the retirement village; or
  - (b) in another resident's residential unit with that other resident's permission.

**VILLAGE: ANTHONY WILDING RETIREMENT VILLAGE**

**APPENDIX ONE: DISCLOSURE STATEMENT INFORMATION**

**Intending resident specific details**

This appendix forms part of the disclosure statement and should be read in conjunction with the remainder of the disclosure statement. It outlines the specific details related to you and your selected unit.

<b>A1: Details of unit in which you have expressed an interest</b>		
Unit:	Independent Townhouse/Serviced Apartment No:	
Occupancy Advance:	\$	
<b>A2: Details of services in which you have expressed an interest</b>		
Fixed Base Weekly Fee:	Independent Living / Assisted Living	\$ per week (incl GST)
Additional Services:	Support Plus / Full Service / Other	\$ per week (incl GST)
Total Weekly Fees:		\$ per week (incl GST)

**Estimated financial return on the refund of your Occupancy Advance**

The estimated financial return that you can expect to receive on the refund of your occupancy advance is set out in the table below:

Length of time:	Initial capital amount:	Deduction for deferred management fee	Estimated refunds / financial return:
Two (2) years			
Four (5) years & Ten (10) years			

The capital amount payable on termination is equal to the Occupancy Advance paid by the resident less the deferred management fee. Full details of the deferred management fee are set out in section 2.3(c) of the disclosure statement.

Accordingly, the estimated financial return will reduce for each of:

- Independent townhouses/apartments - the first four years of occupation and will remain the same from the end of year four until termination;
- Serviced apartments - the first three years of occupation and will remain the same from the end of year three until termination.

## Summary of further key terms

	Key Term	Details for Resident/Unit				
<b>Fees payable by Resident</b>						
1	Maximum deferred management fee (or equivalent fees) payable by resident for the unit	<p>Maximum total as a percentage of capital sum: 20%</p> <p><i>Method of calculation:</i></p> <p><b>Independent unit</b> (including carspace if applicable) 20% of capital sum, reduced if you occupy your unit for less than 4 years. The reduction is 4% for each full year of the shortfall, and is pro-rated for full months remaining in any part-year.</p> <p><b>Serviced unit</b> (including carspace if applicable) 20% of capital sum, reduced if you occupy your unit for less than 3 years. The reduction is 5% for each full year of the shortfall, and is pro-rated for full months remaining in any part-year.</p>				
2	<p>Weekly fees payable by resident:</p> <ul style="list-style-type: none"> <li>• How much?</li> <li>• Can these be increased by the Operator?</li> <li>• If yes, how often:</li> </ul>	<p>Refer to A2 above.</p> <table> <tr> <td>- Fixed Base Weekly fee</td> <td>No</td> </tr> <tr> <td>- Additional Services</td> <td>Yes</td> </tr> </table> <p>The additional services fee is a variable amount depending on which additional services the resident chooses over and above those services which form part of the fixed base weekly fee.</p>	- Fixed Base Weekly fee	No	- Additional Services	Yes
- Fixed Base Weekly fee	No					
- Additional Services	Yes					

3	Are there any other regular fees payable by the resident to the operator and can these be increased?	No other regular fees
4	Does the resident contribute to long term maintenance through a contribution to a specific village sinking or maintenance account?	No
5	Fees payable on termination (excluding deferred management fee)	Nil
<b>Capital gains / losses</b>		
6	Does the resident share in any capital gain on the sale of the unit? If yes, what share?	No
7	Is the resident exposed to any capital loss on the sale of the unit? If yes, what is the exposure?	No
<b>Leaving the unit</b>		
8	Once the resident has left their unit when do they stop paying weekly fees?	When the resident has permanently vacated the unit and removed all their possessions
9	When does the resident or their estate receive the capital refund (Less deferred management fee and other fees/charges)?	<p>Within 5 working days after the following relevant event:</p> <ul style="list-style-type: none"> <li>• a new occupation agreement for the unit has been entered into by a new resident and the new resident's occupancy advance has been paid; or</li> <li>• the occupation agreement ending – if the operator ends the occupation agreement; or</li> <li>• the operator receives the insurance payout if the agreement ends due to a destructive event (e.g. an earthquake) as set out in the occupation agreement.</li> </ul>
10	Is any compensation payable to a resident if a unit is not promptly relicensed?	No – although we will pay you interest on the amount to be repaid to you if we haven't repaid this amount within six months after you vacate your unit. However, in over 30 years a Ryman resident has never waited more than six months after vacating their unit for repayment of their occupancy advance.

11	When leaving the unit is the resident required to contribute to the refurbishment of the unit, and if so, what amount or formula will be used?	No – unless you have caused damage to your unit which is more than fair wear and tear.  In that unlikely case you may be responsible for up to the full cost of refurbishing your unit.
<b>Transferring between units within the village</b>		
12	Does the resident have priority access over non-residents to transfer to another unit at the village?	Yes
13	For the resident's new unit, is there a credit for any deferred management fee (or equivalent fees) paid by the resident for their earlier unit(s) at the village? If yes, how does the credit work?	Yes. The cumulative deferred management fee percentage will be 20% in respect of all units. For example, if a deferred management fee of 8% of the occupancy advance for the first unit is charged on the first unit, then 12% of the occupancy advance for the second unit will be charged for the second unit.
<b>Current care options at the Village</b>		
14	Is there an aged care facility currently available at the village?  If so, how many rooms are currently available in each care category?	Yes Resthome / Hospital / Special Care (dementia)  35 Resthome 81 Hospital 33 Special Care (dementia)
15	Do you currently offer standard aged care rooms, i.e. where there is no requirement to pay premium room charges or purchase an ORA?	Yes, as available from time to time.
16	Does the resident have priority over non-residents to transfer to the care options outlined above?	Yes

This Summary is a general statement of the key terms of the offer at the Village. For full details refer to the disclosure statement and occupation right agreement for this Village.

\* Different terms apply if the resident leaves the unit due to a damage or destruction event or if the operator has terminated the resident's occupancy.