

**DISCLOSURE DATE: 1 July 2017**

**TAMAHERE EVENTIDE HOME TRUST**

**TAMAHERE RETIREMENT VILLAGE**

**DISCLOSURE STATEMENT**

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

## TABLE OF CONTENTS

1.	CONTACT DETAILS .....	3
2.	DEFINITIONS.....	4
3.	IMPORTANT INFORMATION FOR INTENDING RESIDENTS .....	7
4.	OPERATOR'S STATEMENT .....	8
5.	OPERATOR'S OBJECTIVE.....	8
6.	OPERATOR'S DETAILS .....	8
7.	MANAGEMENT ARRANGEMENTS IN THE VILLAGE .....	8
8.	STATUTORY SUPERVISOR.....	9
9.	OCCUPATION RIGHT AGREEMENT .....	10
10.	AVOIDING OCCUPATION RIGHT AGREEMENT .....	12
11.	RESIDENT'S INTEREST IN THE UNIT .....	13
12.	RULES OF VILLAGE .....	15
13.	VARYING OR REPLACING OCCUPATION RIGHT AGREEMENT.....	16
14.	TERMINATION OF THE OCCUPATION RIGHT AGREEMENT .....	16
15.	UNIT OR VILLAGE FACILITIES DESTROYED OR DAMAGED.....	17
16.	TRANSFER TO ANOTHER UNIT OR MOVING TO OPERATOR'S RESTHOME.....	20
17.	EFFECT OF MARRIAGE OR RELATIONSHIP ON OCCUPATION RIGHT AGREEMENT.....	20
18.	VILLAGE SIZE, CONSTRUCTION AND CONDITION .....	21
19.	OTHER FACILITIES .....	22
20.	OCCUPANCY OF THE VILLAGE .....	22
21.	SALE OF UNIT .....	22
22.	CHARGES PAYABLE ON RESIDENT PERMANENTLY LEAVING UNIT.....	24
23.	OUTGOINGS .....	26
24.	MAINTENANCE .....	26
25.	REFURBISHMENT OF UNITS.....	27
26.	ESTIMATED FINANCIAL RETURN ON DISPOSAL OF A UNIT .....	28
27.	FINANCIAL ACCOUNTS FOR THE VILLAGE.....	28
28.	OWNERSHIP OF LAND ON WHICH VILLAGE IS SITUATED.....	29
29.	SECURITY OVER THE VILLAGE .....	29
30.	FURTHER DEVELOPMENT OF THE VILLAGE.....	30
31.	WESLEY COURTS VILLAGE .....	30
32.	COMPLIANCE WITH CODE OF PRACTICE.....	30
33.	CODE OF RESIDENTS' RIGHTS .....	31
34.	INSURANCE .....	31

SCHEUDLE A – ADDITIONAL SERVICES PROVIDED BY OPERATOR IN VILLAGE AND  
MAINTENANCE DETAILS.

SCHEDULE B – CHARGES FOR SERVICES AND/OR FACILITIES IN THE VILLAGE

SCHEDULE C – SAMPLE SETTLEMENT STATEMENT

SCHEDULE D – FORECAST STATEMENT

SCHEDULE E – ESTIMATED FINANCIAL RETURN ON UNIT DISPOSAL

SCHEDULE F – HOSPITAL DEVELOPMENT

SCHEDULE G – CODE OF RESIDENT'S RIGHTS

## 1. CONTACT DETAILS

### 1.1 Physical Address of Retirement Village:

Tamahere Retirement Village  
621 State Highway 1  
Tamahere  
HAMILTON

### 1.2 Registered Office

621 State Highway 1  
Tamahere  
HAMILTON

### 1.3 Address for Service of Retirement Village:

621 State Highway 1  
R D 3  
HAMILTON 3283

### 1.4 Operator's Name:

Tamahere Eventide Home Trust

### 1.5 Operator's Physical Address:

621 State Highway 1  
Tamahere  
HAMILTON

### 1.6 Operator's Address for Service:

621 State Highway 1  
R D 3  
HAMILTON 3283

Phone: 07 856 5162

Fax: 07 856 9990

Email: [admin@tamahere.co.nz](mailto:admin@tamahere.co.nz)

### 1.7 Contact Person for Operator:

Name: David McGeorge

Designation: Village Manager

Office Hours: Monday to Friday, 9am to 4pm.

Phone: 07 859 1581

Mobile: 021 0289 1213

Fax: 07 856 9990

Email: [gmsupport@tamahere.co.nz](mailto:gmsupport@tamahere.co.nz)

**After Hours Emergency contact: Nurse on Duty**

**Phone: 07 856 5162 extn 835**

**1.8 Statutory Supervisor:**  
Covenant Trustee Services Limited

**1.9 Contact Details for Statutory Supervisor:**  
Physical Address: Covenant Trustee Services Limited  
Level 6  
191 Queen Street  
Auckland 1140  
Postal Address: P O Box 4243, Shortland Street, Auckland 1140  
Telephone: 09 302 8073  
Facsimile: 09 302 1037  
Email: team@covenant.co.nz

**1.10 Auditors:**  
  
BDO Waikato  
Chartered Accountants  
P O Box 187  
Waikato Mail Centre  
Hamilton 3240  
Telephone: 07 839 2106  
Facsimile: 07 839 0509  
Email: waikato@bdo.co.nz

**1.11 Solicitors:**  
Lewis Lawyers  
P O Box 9238  
Hamilton 3247  
Telephone: 07 848 1222  
Facsimile: 07 848 1224  
Email: [hamilton.reception@lewislawyers.co.nz](mailto:hamilton.reception@lewislawyers.co.nz)

**1.12** Registration date under the Act: 29 October 2007

**1.13** Registration Number: 2040343

## 2. DEFINITIONS

**2.1** In this Disclosure Statement unless the context otherwise requires:

- **Accounts** mean the latest audited financial statements of the Tamahere Eventide Home Trust prepared in accordance with the Financial Reporting Act 1993.
- **Act** means the Retirement Villages Act 2003.
- **Agreement Fee** means the capital sum payable by a resident on the issue of an occupation right agreement.
- **Code of Practice** means the Retirement Village Code of Practice approved under section 89 of the Act (as varied under section 90 of the Act from time to time).

- **Code of Residents' Rights** means the Code of Residents' rights as adopted by the operator for the Village.
- **Common Facilities** mean those facilities of a shared or communal kind provided in the Village for the benefit of residents.
- **Date of Disclosure** means the date of this Disclosure Statement.
- **Dispose** includes sell, transfer, or in any manner part with any possession of.
- **Financial Year** means the year commencing 1 July and ending 30 June.
- **Management Fee** means the fee deducted on termination of an occupation right agreement and which is deducted on receipt by the Operator of an agreement fee from an incoming resident on issue of a new occupation right agreement for the unit (also known in the Code of Practice as a "fixed deduction").
- **Occupation Right Agreement** means any written agreement or other documents or combination of documents that confers on any person the right to occupy a unit in the Village and specifies the terms or conditions to which that right is subject. The term occupation right agreement may be abbreviated to ORA.
- **Operator** means the Tamahere Eventide Home Trust established by a Deed of Trust dated 3 November 1998 and administered by the Methodist Church of New Zealand.
- **Outgoings** mean the monthly amount payable by residents towards the costs incurred by the Operator to operate, manage, supervise and maintain the Village.
- **Rest home** means the Tamahere Eventide Home being a Ministry of Health certified rest home for the elderly, situated at 621 State Highway 1, Tamahere and owned and operated by the Operator.
- **Registrar** means the Registrar of Retirement Villages appointed under the Act.
- **Regulations** mean the Retirement Villages General Regulations 2006.
- **Representative** means a person:
  - (a) Acting in the place of or for a resident under a power of attorney or enduring power of attorney that has not been revoked or suspended under the Protection of Personal Rights Act 1988; or
  - (b) Who is a welfare guardian or manager appointed for a resident under the Protection of Personal Rights Act 1988; or

- (c) The person whom the resident has nominated, subject to the provisions of the Protection of Property Rights Act 1988, provided such person shall not be a member of staff of the Village.
- **Resident** means any of the following:
  - (a) A person who enters into an occupation right agreement with the Operator for a unit (notwithstanding that the cooling off period in the occupation right agreement has yet to expire).
  - (b) A person who under an occupation right agreement is for time being entitled to occupy a unit within the Village.
- **Rules** means the rules attached to the occupation right agreement in the Fifth Schedule of the agreement.
- **Security** means any mortgage, charge or lien granted by the Operator.
- **Statutory Supervisor** means Covenant Trustee Services Limited as statutory supervisor and trustee under a Deed of Supervision dated 29<sup>th</sup> August 2007, a Deed of Variation of Supervision dated 25 January 2012 and a Deed of Retirement from and Accession dated 18 February 2014.
- **Trust** means the Tamahere Eventide Home Trust established by a Deed of Trust dated 3 November 1998.
- **Unit** means:
  - (a) One of the Village's villa style dwellings (including if relevant the garage or carport for the unit) for which a right to occupy has been or will be granted by the Operator to a resident under an occupation right agreement; or
  - (b) The residential dwelling (including if relevant a garage or carport) to be built or completed by the Operator.
- **Village** means the Tamahere Retirement Village.
- **Village Manager** means the person employed by the Operator to manage the daily operation of the Village.

### 3. 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 very carefully.

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

Ask questions.

You must obtain advice from a lawyer independent of the Operator of the Village before you sign an occupation right agreement (ie, a document that confers on any person the right to occupy a residential unit within a village and specifies any terms and conditions to which that right may be 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 families wants to exit an occupation right 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 right agreement to join a retirement village.

Although in most cases you will have fifteen (15) working days to cancel an occupation right agreement after signing it, you should consider the issues carefully before you sign any application form or agreement.

#### **4. OPERATOR'S STATEMENT**

- 4.1** The Village is owned and operated by the Tamahere Eventide Home Trust ("the Operator"). The Operator is a charitable trust administered by the Methodist Church of New Zealand.
- 4.2** The Village is registered under the Retirement Villages Act 2003. The registration number is: 2040343. A Statutory Supervisor is appointed.
- 4.3** The Village Manager who reports to the Operator manages the Village.
- 4.4** Occupation of a unit in the Tamahere Retirement Village is under a right to occupy agreement personal to each resident.

#### **5. OPERATOR'S OBJECTIVE**

- 5.1** The Operator's objective, in response to its Christian Vision, is to extend its experience in the provision and management of rest home facilities for the elderly to the Village, to provide independent retirement village living to persons over the age of fifty-five (55) years.

#### **6. OPERATOR'S DETAILS**

**6.1 Legal Nature of Operator:**

As a charitable trust the Operator is registered under the Charitable Trusts Act 1957, registration no: HN937543 and the Charities Act 2005, registration no: CC21254.

**6.2 Trustees as at the Date of Disclosure are:**

Neville Thomas Jack  
Peter Schaare  
Leeanne Wilson  
William George Diprose  
Shane Vanin  
Rev Ken Olsen  
Beverley Attrill  
Emma Falconer  
John Walsh

- 6.3** The Operator's contact details are in clause 1.0 above.

#### **7. MANAGEMENT ARRANGEMENTS IN THE VILLAGE**

- 7.1** Village Manager: David McGeorge  
Experience: Finance and marketing with over 30 years experience. Aged Care and Retirement Village Management with 5 years experience.  
Qualifications: MBA.  
Duties: All aspects of management of the Village including financial management of the Village, management of



staff, the sale and purchase of units under occupation right agreements, future development of the Village, ensuring ongoing repair and maintenance of units and communicating and consulting with residents and the Statutory supervisor as required.

- 7.2 The Village Manager's contact details including the after hours emergency contact numbers for the nurse on duty are in clause 1.0 above.
- 7.3 The Village Manager is an employee of the Operator and reports to the Operator's Board at its monthly meetings, or more frequently as required
- 7.4 There are no ownership links or a management agreement between the Operator and the Village Manager.
- 7.5 The Operator employs such other staff as are necessary for the proper running of the Village. The staff reports to the Village Manager and at the date of this Disclosure Statement are:

<b>Name</b>	<b>Position</b>	<b>Contact Details</b>
Sue Pollock	General Manager Care Services	07 859 1583
Dary Poa	Caretaker	07 856 5162 extn 832

- 7.6 The Village has a Residents Committee. The Residents Committee meets regularly with the Village Manager, usually monthly. The Residents Committee is a forum for residents to discuss suggestions or concerns that they may have amongst themselves or with the Village Manager. The Village Manager also shares with residents any changes or proposals that may affect them and receives comment and feedback from residents.

## **8. STATUTORY SUPERVISOR**

- 8.1 The Operator appointed Covenant Trustee Services Limited as Statutory Supervisor.
- 8.2 The core duties of a Statutory Supervisor are to:
  - (a) Provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the Village;
  - (b) Monitor the financial position of the Village;
  - (c) Report annually to the Registrar of Retirement Villages and residents on the performance of its duties and the exercise of its powers; and
  - (d) Perform any other duties that are imposed by the Act or any other Act, any regulations made under the Act and any documents of appointment.

**8.3** No exemption has been applied for or issued by the Registrar of Retirement Village.

**8.4** The contact details for the Statutory Supervisor are in clause 1.0 above.

## **9. OCCUPATION RIGHT AGREEMENT**

**9.1** Occupation of a unit in the Village is under occupation right agreement, which will grant the Resident the right to occupy a unit until such time as the right to occupy is terminated either by the Resident or the Operator in accordance with the terms and conditions of the occupation right agreement.

**9.2** Residents are entitled to use and enjoy the common facilities from the commencement date of the occupation right agreement.

**9.3** The Resident's right to occupy a unit and use and enjoy the common facilities will be secured by payment to the Operator of the agreement fee specified in the occupation right agreement. The Resident must also pay monthly outgoings.

**9.4** The right to occupy granted under the occupation right agreement is a contractual right only and does not create any interest in the Operator's land.

**9.5** An incoming resident shall pay a deposit, the amount of which will be a maximum of 10% of the current market price for an occupation right agreement for the unit at the time the incoming resident's application is received by the Operator. The Operator may in its discretion elect not to require a deposit.

**9.6** All deposits paid by residents will be held by the Statutory Supervisor in accordance with the provisions of section 29 of the Act (Deposits and other Payments must be Independently Held).

**9.7** The occupation right agreement contains the following cooling off period in accordance with section 28 of the Act (Cooling off Period and Cancellation for Delay):

(a) A fifteen (15) working day cooling off period where an incoming resident may cancel without reason;

(b) For a unit to be built or completed where the unit is not finished to a point of practical completion within six (6) months after the proposed date of completion.

**9.8** If an incoming resident exercises his or her right to cancel the occupation right agreement during the cooling off period any deposit paid by the incoming resident will be refunded in accordance with section 28 of the Act. The full text of section 28 is set out on the next page.

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

- (1) An occupation right agreement must contain a provision allowing a resident (other than a person who is a resident solely because of 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 of the unit, by notice given at any time after the expiry of the 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 agreement, 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 the 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).

## 10. AVOIDING OCCUPATION RIGHT AGREEMENT

Residents have a right to avoid an occupation right agreement, but only if the Resident enters into the agreement in the circumstances described in the table below and the circumstances involve:

- (a) A significant detriment to the Resident; or
- (b) A material (not merely technical or minor) breach of the Act; or
- (c) Deliberate misconduct by the operator of the Village.

The right to avoid the agreement is in section 31 of the Act. The Resident can use the right only by giving written notice to the Operator and the Statutory Supervisor of the Village within the described period in the relevant row of the table below.

<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 end 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 end first.
The agreement did not contain, in clear 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 end 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 end first.
Before entering into the agreement you did not receive a Disclosure Statement that complied with the Act, the Resident's Code of Rights or the Code of Practice.	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.

If a resident uses the right to avoid the occupation right agreement he or she is entitled to a refund of some of the amounts paid by the Resident for the right to occupy the unit, and for the services or facilities that were not provided, interest on those amounts and

actual and reasonable costs associated with exercising the right (such as legal expenses and removal costs).

The Operator may dispute a resident's right to avoid the occupation right agreement and may refer the matter to a Disputes Panel under the Act.

## **11. RESIDENT'S INTEREST IN THE UNIT**

**11.1** Details of the rights affecting a resident's interest in a unit are summarised in the table below. Full details of the rights and obligations affecting a resident are set out in the Operator's occupation right agreement.

<b>Resident's Right</b>	<b>Conditions/Limits (for example consent of the operator)</b>
To sell or market the unit	<p>The Resident may introduce a purchaser for the unit but there is no express right permitting a resident to directly sell or market a right to occupy the unit. Any purchaser must be approved by the Operator as meeting the Operator's criteria for residency in the Village.</p> <p>The Operator is responsible for marketing and sale of an occupation right in unit. The Operator controls the sales process.</p> <p>The Operator maintains a waiting list. A fee of \$2000.00 plus GST is charged for this service if a sale is achieved with an incoming resident on the waiting list.</p> <p>If no sale is achieved the Operator will advertise the unit for sale on its website and in the local newspaper.</p> <p>Full details on the sales process, including the Operator's obligations to market and keep the Resident informed during the sales process are set out in the occupation right agreement. The Operator's practice is for the Resident and Operator to agree a price (a valuation is usually obtained) and a marketing plan, including all costs associated with the sale. The Operator will inform the Resident in writing each month on the sales progress of the Resident's unit.</p> <p>If the Resident wishes to sell or market the unit directly, the Resident must obtain the prior approval of the Operator, which shall be at the Operator's discretion.</p> <p>The Operator may purchase the unit at an agreed value, but such value may not be lower than the fair market value price for the unit as determined by an</p>

independent registered valuer. Payment by the Operator to the Resident will be on the same terms as if a third party purchased the unit as set out in the occupation right agreement.

To mortgage or otherwise borrow against the Resident's interest in the unit?

No, not permitted.

To grant a security interest in the termination proceeds.

No, not permitted.

To let the unit to another person.

No, not permitted.

To have a member of the Resident's family, including a de facto partner of the Resident stay with the Resident in the unit.

Yes, subject to the terms and conditions in the occupation right agreement on visitors.

To have a person board with the Resident in the unit.

No, not permitted.

To have a person stay with the Resident in the unit as a companion or carer for the Resident.

Yes, subject to the terms and conditions of the occupation right agreement on visitors. For carers staying in the unit, the approval of the Operator will need to be sought prior to any such arrangement being put in place and approval is at the discretion of the Operator.

To have a person stay in the unit to mind it for the Resident while the Resident is away.

Yes, subject to the terms and conditions in the occupation right agreement on visitors.

To keep a pet in the unit.

The Resident shall not keep any pet without the prior approval of the Operator. Such consent shall be at the discretion of the Operator and may be withdrawn at any time.

## 12. RULES OF VILLAGE

**12.1** The occupation right agreement provides the Operator may make such rules as are necessary for the management and operation of the Village and the common facilities in the Village.

**12.2** The Rules are set out in the Fifth Schedule of the Operator's occupation right agreement. The Rules should be read by an incoming resident prior to entry into the occupation right agreement.

**12.3** The Rules affecting use of a unit in the Village are summarised as follows:

### **Right**

Use of unit

### **Limitation**

The occupation right agreement grants the Resident the right to quiet enjoyment and use of the unit subject to the terms and conditions in the agreement including those in the Rules.

The limits on use of a resident's unit in the include:

- Not to create any noise in the unit which is likely to interfere with the peaceful enjoyment of the other residents in the Village;
- Not to interfere with the peaceful enjoyment of the other residents in the Village of their unit or cause a nuisance or annoyance to other residents.

Decorate unit and change fittings

The occupation right agreement and rules contain limits on a resident's right to decorate a unit, change fittings and fixtures, hang paintings or other wall hangings or ornaments. The limits affect the type of curtains or drapes hung in the unit, painting or other changes to décor in the unit (including floor coverings), alterations and refurbishment of unit.

The consent of the Operator is required prior to any decorative changes and to all repairs, maintenance and refurbishment of the unit. Only tradesmen or contractors authorised by the Operator are permitted to carry out repairs, maintenance and refurbishment.

### **13. VARYING OR REPLACING OCCUPATION RIGHT AGREEMENT**

**13.1** The Operator may vary or replace the occupation right agreement for the purpose of:

- (a) Incorporating a material change to the information contained in the agreement which has become apparent or necessary from:
  - (i) A change in circumstances of the Operator;
  - (ii) A change in the law including any change required in the Code of Practice; or
  - (iii) On the request of the Statutory Supervisor.
- (b) To remedy a mistake or error in the occupation right agreement.

**13.2** The Operator shall comply with the procedure for variation of the occupation right agreement as set out in the agreement.

### **14. TERMINATION OF THE OCCUPATION RIGHT AGREEMENT**

**14.1** The occupation right agreement may be terminated by either the Resident or the Operator. The relevant provisions of the occupation right agreement are:

- (a) Damage or Destruction of Unit (clause 29) where a unit has been damaged or destroyed and it is not practicable for the unit to be repaired or replaced.
- (b) Termination of Agreement by the Operator (clause 30) on the following grounds:
  - (i) Medical grounds;
  - (ii) Breach or default of terms or conditions of the occupation right agreement by a resident;
  - (iii) Serious harm or damage by a resident to a unit, the common facilities or the operator's rest home;
  - (iv) Serious harm or damage by a resident to an employee of the operator or any other resident;
  - (v) A resident abandoning unit.
- (c) Notice of Termination by the Operator (clause 31);
- (d) Termination on death or permanent care (clause 32);



- (e) Termination of the occupation right agreement by a resident (clause 33).

**14.2** If a person other than a resident (for example a caregiver) is living in the unit on termination that person must immediately vacate the unit.

**15. UNIT OR VILLAGE FACILITIES DESTROYED OR DAMAGED**

**15.1** If a unit (or building of which it forms part) or facilities in the Village are so destroyed so as to make a resident's unit uninhabitable, the Operator is not required under the occupation right agreement to provide the Resident with temporary accommodation while the unit is being repaired or replaced.

**15.2** If the Operator has a unit available that is suitable temporary accommodation for the Resident, or accommodation within its rest home the Operator may offer this temporary accommodation to the Resident, subject to the Resident:

- (a) Accepting such temporary accommodation;
- (b) Paying a rental to be advised by the Operator for the temporary accommodation;
- (c) Paying all moving costs;
- (d) Paying the outgoings and service charges under the Resident's occupation right agreement;
- (e) Agreeing to the management fee under the occupation right agreement continuing to accrue in accordance with the terms of that agreement.

**15.3** The Operator shall advise the Resident within five working days of an event damaging or destroying a unit if temporary accommodation is available.

**15.4** Any offer of temporary accommodation will be on the basis that the accommodation is only available to the Resident while their unit is being repaired or reinstated and the accommodation will be promptly vacated when the Operator advises the Resident that their unit is available for re-occupation.

**15.5** If on completion of repairs to the unit the Resident does not wish to return to the unit, the Resident will only be permitted to remain in the temporary accommodation if:

- (a) The accommodation is assessed by the Operator as being suitable long term for the Resident.
- (b) There is a transfer from one unit to another under clause 28 (Transfer to Another Unit) of the occupation right agreement.

**15.6** If the Operator does not agree to the Resident transferring to the temporary accommodation on a permanent basis and the Resident fails to return to their

unit, the termination provisions in clause 30 of the occupation right agreement will apply.

**15.7** A resident may (but is not required to) take out their own insurance policy to provide for temporary accommodation.

**15.8** If a resident's unit is damaged or destroyed due to no fault (for example due to natural disaster) the Operator shall from the date of damage or destruction of the unit until the unit is available for reoccupation by the Resident (which shall be the date of practicable completion for repairs or replacement of the unit):

(a) stop charging the resident for outgoings and services charges for the unit; and

(b) the accrual of the management fee shall cease for that period of time;

except if the temporary accommodation is provided by the Operator under clause 29.2 of the occupation right agreement, the outgoings and service fees will continue to be payable by the Resident and the management fee will continue to accrue.

**15.9** The Operator has an obligation to repair or replace a unit if it is practicable to do so. It shall not be practicable to repair or replace a unit if:

(a) The Operator's insurance claim is declined by its insurer;

(b) The cost of repairing or replacing the unit and other facilities in the Village (including infrastructure) exceeds the sum the Operator will receive under its insurance policy (notwithstanding that the policy is for full replacement);

(c) The extent of the damage to the land and buildings, or the risk of further damage to the land on which the Village is situated or to the infrastructure in the Village is such that the Operator determines that the land is no longer a suitable site for a retirement village; or

(d) The Operator cannot obtain all necessary consents from the relevant territorial authorities; and

(e) Will include any other matter that makes it impracticable to repair or replace a unit or the Village (as the case may be).

**15.10** The Operator will consult with the Resident to decide if it is practicable to repair or replace a unit. Such consultation shall be in accordance with the Code of Practice. Should a unit be destroyed or damaged through no fault (for example by an earthquake) the provisions in clause 29.10 and clause 29.14 of the occupation right agreement will apply. Points to note are:

(a) The Operator will consult with the Resident and the outcome of the consultation will be confirmed in writing by the Operator. The time

frame for consultation is sixty working days provided all necessary information is available to the Operator. If such information is not available the Operator may have an initial meeting with the Resident and then a further meeting once such information is received.

- (b) If the decision is to repair or replace the unit an indication of when the work will be commenced will be provided when available.
- (c) If the decision is not to repair or replace the unit, notice by the Operator that the Resident's occupation right agreement will be terminated will be given, along with the amount to be repaid on termination.
- (d) However, if the Operator is able to offer the Resident the option of transferring to another unit in the Village (which may be an existing unit or one to be constructed) then the Resident will be advised of this offer and its terms.
- (e) If the decision is not to repair or replace the unit and the occupation right agreement is to terminate, the amount to be paid by the Operator will be:
  - (i) The agreement fee paid by the Resident on entry into the occupation right agreement less any outstanding outgoings; and
  - (ii) No deduction of the management fee will be made from the amount payable to the Resident; provided
  - (iii) If an offer to transfer to another unit has been made by the Operator and has not been accepted by the Resident, the Resident shall be deemed to have terminated his or her occupation right agreement and payment on termination will be in accordance with clause 36 of the occupation right agreement, with deduction of the management fee being made in accordance with that clause.

**15.11** Should damage and destruction occur in the Village, the Operator may determine it is not practicable to rebuild or replace either individual units or the Village (either wholly or in part). After consultation with residents, the Operator may give notice of termination to affected residents and payment shall be made in accordance with clause 29 (Damage or Destruction of Unit) of the occupation right agreement.

**15.12** If a resident gives notice of termination but their unit is not damaged or destroyed due to a no fault event, the termination provisions of clause 33 (Termination By Resident ) of the occupation right agreement will apply.

**15.13** The Operator must work with the Statutory Supervisor and consult with the Resident in accordance with the Code of Practice.

## **16. TRANSFER TO ANOTHER UNIT OR MOVING TO OPERATOR'S RESTHOME**

**16.1** The Resident may transfer to another unit within the Village subject to:

- (a) Availability of another unit;
- (b) Suitability of the unit for the Resident;
- (c) The Operator holding an unconditional agreement from an occupation right agreement for the unit;
- (d) The Resident providing the Operator with a surrender of the Resident's occupation right agreement;
- (e) The Resident entering into a new occupation right agreement for the new unit and making payment of the agreement fee for the new unit calculated in accordance with clause 28.2 of the occupation right agreement; and
- (f) The Resident paying all Statutory Supervisor costs, the Operator's legal costs and all other costs associated with the transfer from one unit to another unit, including but not limited to moving costs.

**16.2** The occupation right agreement does not contain an automatic right for a resident to leave their unit and move into the Operator's rest home. If a room or bed (as the case may be) is available in the Operator's rest home the Operator will endeavour to accommodate the Resident subject to an assessment by the operator that the type and level of care offered is suitable for the Resident.

## **17. EFFECT OF MARRIAGE OR RELATIONSHIP ON OCCUPATION RIGHT AGREEMENT**

**17.1** If after the commencement date of an occupation right agreement, a resident marries, enters into a de facto relationship or civil union, the Resident's spouse or partner will not by reason of this marriage, relationship or civil union be or become entitled to receive the benefit of the rights under the occupation right agreement. The Operator will have no obligation of a contractual or any other nature to the Resident's spouse or partner.

**17.2** The Resident's spouse or partner may live with the Resident in the unit subject to the Operator's prior consent being obtained and compliance with the rules of the Village. On the termination of the occupation right agreement, the spouse or partner must immediately vacate the unit.

**17.3** If the Resident wishes their spouse to become a resident under occupation right agreement, the Operator will require the original occupation right agreement to be terminated and replaced with a new agreement. The Operator reserves the right to charge its usual fees and make the usual deductions on termination of an occupation right agreement.

## 18. VILLAGE SIZE, CONSTRUCTION AND CONDITION

- 18.1** The Village is an architecturally designed complex of 108 villas situated on land adjacent to the Tamahere Eventide Home. The first 34 units in the Village were built in April 1998. Since August 2013 the Operator has undertaken an expansion programme and has completed construction of a further 74 villas.
- 18.2** The 108 villas are brick exterior, tile roof with aluminium joinery windows. Each unit has a heat pump. The condition of the 108 units, at the date of this Disclosure Statement, is excellent.
- 18.3** All units are offered to incoming residents in a partially furnished condition with carpets and vinyl floor coverings, light fittings, drapes and blinds, stove, heat pump, call bell system and secure single garages that are attached to each unit with internal access to the unit.
- 18.4** Additional improvements at the Village include:
- (a) Community Centre including bowling green, café and workshop.
  - (b) Common facilities including all paths, driveways, access roads and gardens;
  - (c) External lighting; and
  - (d) Fire protection and management systems.
- 18.5** The Operator is committed to providing facilities, ground and common areas that meet the requirements of the national standards for access and mobility (NZS 4121:2001). For this purpose the Operator provides clear access routes and footpaths, ramps, lifts, hand rails and accessible toilets where necessary as required under the Code of Practice.
- 18.6** Access to each unit in the Village is from Cherry Lane, which adjoins State Highway One.
- 18.7** The Improvements and Maintenance Schedule is as follows:

<b>Improvements available in Village</b>	<b>Condition at date of disclosure</b>	<b>Maintained by Operator</b>
Common Facilities	Excellent	Monthly
Paths	Excellent	Annually
Driveways	Excellent	Annually
Roads	Excellent	Annually
Grounds	Excellent	Continuously
Lighting	Excellent	Monthly
Heating	Excellent	Six monthly
Bowling Green	Excellent	Monthly
Community Centre	Excellent	As required.

**18.8** Additional services provided by the Operator and maintenance details for the Village are set out in Schedule A. The charges payable by a resident for the services or facilities provided by the Operator are set out in Schedule B. The Operator reviews the charges in Schedule B on an annual basis at the end of each financial year. The Residents are not involved in this review process but will be advised at the annual general meeting or as soon as practicable thereafter of any increase in the fees. The Operator’s expected return on services provided is 10% on the cost of the service to the Operator.

**19. OTHER FACILITIES**

**19.1** The Operator maintains a common garden area and a suitable area within the Village will be made available to a resident on request for personal gardening.

**19.2** The Operator also offers the following common facilities to residents:

<b>Facility</b>	<b>Limit/Restriction on Availability</b>
Lounge/Television Room	None
Gymnasium	10am to 3pm
Health Clinic	By appointment
Petanque Court	None
Library	None
Bowling Green	8am to 6pm
Community Centre	10am to 4pm

**20. OCCUPANCY OF THE VILLAGE**

**20.1** At the date of this Disclosure Statement all units in the Village are occupied under either licences to occupy (being the licence form in use prior to the Retirement Villages Act 2003) or occupation right agreement.

**21. SALE OF UNIT**

**21.1** The details of units sold in the Village in the 12 months prior to the date of disclosure are as follows:

(a) The average time taken to sell an occupied unit in the Village was 19 days. A breakdown of these details is set out in the table below. All units in the table were occupied villas.

<b>Unit Number</b>	<b>Number of Days Taken</b>
1	14
2	21
13	10
15	14
29	21
40	25
69	10
73	35 *

\*Villa 73 was sold through auction by family members. The remaining units were sold to persons on the Operator's waiting list with the time taken for the sale being the time to obtain a valuation of the unit.

**21.2** The sales process is set out in the occupation right agreement and the relevant clauses of the occupation right agreement are:

(a) Refurbishment of Interior of Unit on Termination (clause 34).

Points to Note:

- the refurbishment for the unit will be assessed as set out in clause 34;
- refurbishment will be completed by the operator or its contractors;
- the Resident must pay for the cost of any refurbishment required, but shall not be required to pay for fair wear and tear;
- the cost of refurbishment will be deducted when payment is received from an incoming resident for a new occupation right agreement for the unit (unless otherwise agreed with the Operator).

(b) Sale Process: Sale of Occupation Right Agreement (clause 35).

Points to Note:

- the Operator is responsible for the sale of the unit;
- the sale price will be determined by valuation;
- the Operator may purchase the unit at an agreed value;
- the Resident may introduce a new resident subject to the Operator's approval;
- the outgoings payable by the resident will reduce by 50% after the later of six months from the date of termination or the date a resident vacates the unit;
- if a new occupation right agreement has not been entered into within nine months of termination the resident has rights under the Act to issue a disputes notice.

(b) Payment on Termination of Occupation Right Agreement (clause 36).

(c) Removal of Personal Belongings (clause 37).

**21.3** Payment to a resident on termination of an occupation right agreement is dependent on the Operator issuing a new occupation right agreement to an incoming resident. This may take time and may be affected by the property market and New Zealand economy at the time of sale.

**21.4** If the amount an incoming resident is prepared to pay is less than the agreement fee paid by an outgoing resident on entry, the outgoing resident will only receive the agreement fee paid by the incoming resident less the deductions stated in clause 22 below. If an incoming resident is prepared to pay more than the agreement fee paid by an outgoing resident, the outgoing resident will receive the benefit of this increase, less the deductions stated in clause 22 below.

## **22. CHARGES PAYABLE ON RESIDENT PERMANENTLY LEAVING UNIT**

- 22.1** On a resident permanently leaving the unit and on the receipt of an agreement fee (being the money paid by an incoming resident), the Operator under a new occupation right agreement for the unit, the Operator shall pay to the outgoing resident an amount equal to the agreement fee less:
- (a) A management fee. The management fee is calculated at a daily rate from the commencement date of a resident's occupation right agreement for the first five (5) years of the resident's occupation right agreement at a rate of 4% per annum of the agreement fee paid by an incoming resident for an occupation right agreement for the unit.
  - (b) The Operator's sales administration fee, legal fees and the Statutory Supervisor's fees;
  - (c) Half of the valuation fee for the unit;
  - (d) Any real estate sales commission;
  - (e) Any marketing costs including advertising costs charged by a real estate agent in the sale of the unit;
  - (f) Any outstanding Outgoings or Service Charges (less any reduction in these charges under the occupation right agreement);
  - (g) Any cleaning costs for the unit incurred by the Operator;
  - (h) Any refurbishment costs that the Operator is entitled to recover;
  - (i) The cost of a replacement security pendant if not returned by the resident to the Operator; and
  - (j) The cost of alterations to the unit that the Operator is entitled to recover from the resident.
- 22.2** The Village Manager will prepare a settlement statement and provide this to the Resident. A sample settlement statement is attached as Schedule C.
- 22.3** The Management Fee is the percentage specified in occupation right agreement and is not reviewable during the term of the occupation right agreement.
- 22.4** The charges itemised in clause 22.1(b) to (j) are reviewable annually to allow the Operator to recoup increases in costs. At the date of this Disclosure Statement, the costs in clause 22.1(b) are:



<b>Fee (inclusive of GST of 15%)</b>		<b>Payee</b>
<b>Statutory Supervisor's Fee</b>	\$287.50 issue of ORA	Incoming Resident
	\$115.00 for refund of a deposit	Incoming Resident
	\$172.50 for termination of an ORA	Incoming Resident
	\$115 for cancellation of an ORA	Incoming Resident
<b>Operator's Legal Fees</b>	\$970.00 on issue of an ORA.	Incoming Resident
	\$835.00 on surrender of an ORA	Outgoing Resident
<b>Operator's Administration Fee</b>	\$2,300.00	Outgoing Resident

- 22.5** Apart from the deductions listed in clause 22.1, a resident will receive the benefit of any increase in the value of the unit. If the unit has decreased in value the deductions itemised in clause 22.1 will still be made by the Operator and the outgoing resident will bear the cost of any decrease in value of the unit.
- 22.6** The charges listed in clause 22.1 will apply when a resident transfers from one unit to another within the Village. The occupation right agreement stipulates that the agreement fee for the replacement unit will be the difference between the total incoming agreement fee achieved for the Resident's present unit, less the deductions itemised in clause 22.1 and the registered valuation for the replacement unit or the agreement fee
- 22.7** If a resident introduces a new resident for the unit, the Resident will only be charged the actual sale costs incurred by the Operator on the sale of the unit.
- 22.8** In the event of damage or destruction of a resident's unit and a decision not to repair or replace the unit, the Operator will pay the Resident on termination in accordance with clause 29 (Damage or Destruction of Unit) of the occupation right agreement. Details of clause 29 are summarised in clause 15 of this Disclosure Statement.
- 22.9** Payments on termination of an occupation right agreement will be made in accordance with the time frames specified in the Code of Practice. Details of the payment procedure are set out in clause 36 of the occupation right agreement. Payment will only be made if the resident has provided the Operator with:
- (a) An acknowledgement of termination of the occupation right agreement in the form required by the Operator; or
  - (b) A copy of the probate, letters of administration or a certified copy of the Resident's last will.

## **23. OUTGOINGS**

**23.1** Residents are responsible for payment of the Outgoings listed in the First Schedule of the occupation right agreement.

**23.2** The Operator will send a monthly account to the resident for their share of the Outgoings. The current monthly fee is (inclusive of GST):

- (a) Two-bedroom unit: \$393.00
- (b) Three-bedroom unit: \$426.00

The weekly cost is (inclusive of GST):

- (a) Two-bedroom unit: \$90.69
- (b) Three-bedroom unit: \$98.31

**23.3** A Forecast of Outgoings is attached as Schedule D to this Disclosure Statement. The Forecast of Outgoings is based on actual costs incurred by the Operator for Outgoings, with a 3% inflation adjustment in each year for maintenance provision. The Operator in consultation with the Statutory Supervisor will review the forecast each year. The forecast of outgoings is presented to the residents at the Village Annual General Meeting.

**23.4** As soon as practicable at the end of each financial year, the Operator gives the Resident a statement from a chartered accountant certifying that the Operator has applied monies paid by the Resident for Outgoings for the Village together with reasonable particulars of actual outgoings for the year or period ended. Any overpayment shall be credited to the resident and the Operator shall give notice of any deficiency which will be payable by the Resident on demand.

**23.5** At the date of this Disclosure Statement no new or additional Outgoings are anticipated.

**23.6** A resident must continue paying the Outgoings until the Operator has received payment of the agreement fee from an incoming resident. However, if a new occupation right agreement has not been entered into within six (6) months of the termination date the outgoings payable by a resident shall reduce by 50%.

## **24. MAINTENANCE**

**24.1** The Operator is responsible for carrying out the following maintenance:

- Common facilities (including the community centre);
- Pathways;
- Roads within Village;
- Grounds surrounding buildings in the Village;
- Gardens in the Village, except garden areas attributable to any unit and for the benefit of individual residents;
- The external maintenance of all units;
- Security systems;

- Fire protection and management systems.

**24.2** Residents are responsible for carrying out the following maintenance:

- Interior of their own unit and this includes refurbishment of the interior of the unit;
- The fixtures and fittings in their own unit;
- The Operator's chattels in the unit.

**24.3** The cost of maintenance carried out by the Operator is recovered from residents either as an outgoing (the annual maintenance contribution) or as a direct service charge. For example, a service charge will be payable by a resident if the Operator has arranged for plumbing repairs at a resident's unit for the sole benefit of the resident due to a blockage caused by a resident.

**24.4** The Operator has a maintenance plan for the Village. A copy of the maintenance plan and a schedule setting out the basis for calculating the contribution payable by residents for the maintenance is available from the Village Manager on request free of charge. The maintenance plan is prepared by Total Building & Construction Services and is for the period 2001 to 2020. Residents pay the maintenance contribution as part of their Outgoings. This maintenance contribution is based on the Maintenance Plan prepared by Total Building & Construction Services.

**24.5** The Maintenance Plan makes provision for a 3% inflation adjustment each year for the maintenance contribution paid by residents. Details of the maintenance contribution are set out in the forecast of outgoings attached as Schedule D.

**24.6** The maintenance contribution is paid into a maintenance fund established by the Operator. The fund is used by the Operator to meet the cost of carrying out maintenance in accordance with the maintenance plan. The balance of the maintenance fund is available from the Operator on request (free of charge).

**24.7** The Operator will consult with residents at the annual general meeting or, if necessary, a special general meeting before decisions are made on major expenditure from the maintenance fund.

**24.8** A resident is not entitled on termination of an occupation right agreement to a refund or credit from the maintenance fund.

## **25. REFURBISHMENT OF UNITS**

**25.1** The cost of internal refurbishment of a unit either during the term of the occupation right agreement or on termination of an occupation right agreement is paid by the resident. The maintenance fund established by the Operator cannot be used for the purpose of refurbishing a unit.

**25.2** The Resident has an obligation in the occupation right agreement to maintain and where necessary refurbish the unit. If a resident fails to do so, the Operator is entitled to enter the unit and carry out maintenance and refurbishment of the

unit. All such maintenance and refurbishment will be at the cost of the Resident in the form of a service charge.

**25.3** On termination of the occupation right agreement, any refurbishment costs incurred by the Operator and that the Operator is entitled to recover will be deducted as set out in clause 36 of the occupation right agreement.

**25.4** Clause 34 of the occupation right agreement sets out the procedure for refurbishment of the unit on termination of the occupation right agreement.

## **26. ESTIMATED FINANCIAL RETURN ON DISPOSAL OF A UNIT**

**26.1** The estimated financial return on disposal of a unit is set out in Schedule E attached to this Disclosure Statement. The estimated financial return is based on the market conditions at the date of this Disclosure Statement and sales data held by the Operator.

**26.2** The manner in which the occupation right agreement is terminated will not affect the rate of return, except if termination is due to a unit not being repaired or reinstated under clause 29 (Damage or Destruction of Unit) of the occupation right agreement, as the management fee will not be deducted on payment to the outgoing resident.

**26.3** The rate of return will be affected by the period of time a resident has lived in the unit as the management fee when deducted on termination is calculated at a daily rate of 4% of the agreement fee paid by an incoming resident for a period of 5 years.

## **27. FINANCIAL ACCOUNTS FOR THE VILLAGE**

**27.1** At the beginning of each financial year the Operator will prepare a forecast statement for the Village that shall include:

- (a) The operating expenditure of the Village;
- (b) All expenditure of the Village (including amounts repayable to residents and former residents or their estates);
- (c) All income for the Village; and
- (d) The amounts the operating expenditure must be met by residents of the Village.

**27.2** The forecast statement will be prepared in consultation with the Statutory Supervisor and copies provided to residents within three (3) months of the start of each financial year.

**27.3** In addition:

- (a) The Village Manager prepares monthly statements for the Operator's monthly meetings.
- (b) Quarterly reports on the Village are prepared and forwarded to the Statutory Supervisor.
- (c) The Operator prepares audited annual financial statements for the Tamahere Eventide Home Trust under the Financial Reporting Act 1993. From the audited financial statements, summary extracts are prepared for the Village.

**27.4** The financial statements are provided to the Statutory Supervisor and are available to residents and intending residents free of charge. Audited copies of the financial statements for the Village are also available on the website for the Charities Commission, [www.charities.govt.nz](http://www.charities.govt.nz).

**27.5** The financial statements for the Village are submitted to residents for approval at the Annual General Meeting in November of each year.

## **28. OWNERSHIP OF LAND ON WHICH VILLAGE IS SITUATED**

**28.1** The Operator owns the land on which the Village is situated.

**28.2** The Operator's Rest Home is also situated on this land.

**28.3** The land is contained in certificates of titles SA69D/562, SA69D/563 and SA1231/66.

## **29. SECURITY OVER THE VILLAGE**

**29.1** The Operator has granted the following security interests over the land in certificates of title SA69D/562, SA69D/563 and SA1231/66:

- (a) Memorial under sections 21 and 22 of the Act granting priority to residents of the Village ahead of any other security holder on certificates of title SA69D/562, SA69D/563 and SA1231/66; and
- (b) Encumbrance in favour of the Statutory Supervisor under section 24 of the Act on certificates of title SA69D/562, SA69D/563 and SA1231/66.

**29.2** The Operator has granted a security in the form of a General Security Agreement to the Statutory Supervisor to secure to the Statutory Supervisor (for itself and on behalf of residents) the performance by the Operator of its obligations under the Deed of Supervision entered into for the Village by the Operator and the Statutory Supervisor.

### **30. FURTHER DEVELOPMENT OF THE VILLAGE**

- 30.1** The Operator has resource consent for construction of an aged care hospital and is currently in the process of obtaining building consent for this development. The aged care hospital will be constructed on land at the front of the existing rest home and aged care facility. It is not expected construction of the hospital facility will impact on the Village, as the construction site is in an area separate from the Village and access to this site will be from Cambridge Road. A schedule setting out details of the proposed development is attached as Schedule F.
- 30.2** If required, the Operator will arrange funding for the aged care hospital through the Methodist Church. The Statutory Supervisor will be involved in the approval process for any loan and security arrangements between the Operator and the Methodist Church. Any mortgage security will rank after the encumbrances registered for the benefit of residents and referred to in clause 29.1 above.
- 30.3** The Operator acquired land at 597 Cambridge Road, contained in certificate of title SA1231/66, on 29 April 2016. A motel is currently situated on this land. The Operator intends to redevelop the land with the construction of an additional 20 retirement village units. However, the timing of this development is subject to resource and building consents on terms acceptable to the Operator and work is not expected to commence until 2020.
- 30.4** When construction work is undertaken by the Operator it takes all practical steps to ensure that the construction work does not directly affect existing residents of the Village. There may be some incidental construction noise and increased construction traffic from construction work and the Operator endeavours to ensure any such noise or traffic increase is as far as practicable kept to a minimum.

### **31. WESLEY COURTS VILLAGE**

- 31.1** The Operator owns a retirement village in Thames called the Wesley Courts Retirement Village. This is a nine-unit retirement village. Occupation in the Village is under occupation right agreement on similar terms and conditions as the occupation right agreement for the Tamahere Retirement Village.
- 31.2** The Wesley Courts Village is registered under the Retirement Villages Act 2003, registration number 2557483. The Wesley Courts Village operates as a separate village from Tamahere Eventide Home Village, apart from some shared use of resources for cost efficiencies and combined social activities for the residents of both Villages.

### **32. COMPLIANCE WITH CODE OF PRACTICE**

- 32.1** On 2 October 2009 the Code of Practice for Retirement Villages came into force. Since that date, variations have been made to the Code of Practice with the most recent variations to the Code of Practice in April 2017.

**32.2** The Operator agrees the Code of Practice, including any variations, applies to the Village and to the Operator, and that it will meet the requirements of the Code of Practice.

**32.3** The Code of Practice will be enforceable by a resident as a contract and it will prevail over any less favourable terms in the occupation right agreement.

### **33. CODE OF RESIDENTS' RIGHTS**

**33.1** The Operator has adopted a Code of Resident's Rights and a copy is attached as Schedule G to this Disclosure Statement.

### **34. INSURANCE**

**34.1** The Operator must have full replacement insurance for the buildings in the Village (including for the fixtures and fittings in the units). The insurance cover covers loss or damage by destruction caused by fire, accident or natural disaster. At the date of this Disclosure Statement, the Operator holds the following insurance policies:

- (a) Material Damage; and
- (b) Business Interruption.

The Operator's insurance is arranged through the Methodist Church of New Zealand and the underwriter is Concordia Underwriting Agency. A copy of the certificate of currency for the insurance can be provided by the Operator on request.

**34.2** The cost of the insurance policies held by the Operator is paid for by residents as part of the Outgoings for the Village.

**34.3** A resident will not be liable for loss or damage where the loss or damage is covered by an insurance policy held by an Operator provided the policy has not been rendered irrecoverable as a consequence of any act or default by a resident and provided the resident:

- (a) Reimburses the Operator for any insurance excess charged under the Operator's insurance policy up to a sum of \$1,000.00 on a claim due to or arising from the acts or omissions of the Resident; and
- (b) If the Resident has intentionally, recklessly or carelessly damaged the unit or the Operator's chattels or fixtures and fittings, the Resident must pay the cost of remedying such damage as a liquidated debt if required to do so by the Operator where:

- (i) The damage is similar or of a repeat nature and an insurance claim has already been made by the Operator previously for such damage; or
- (ii) The cost of repairing the damage is less than the excess payable on the Operator's insurance policy.

**34.4** The Operator recommends that residents insure their personal belongings and any motor vehicle they may own. Residents should check with their insurer that their insurance policy covers them for:

- (a) Temporary accommodation in the event the unit is not able to be lived in due to damage or destruction; and
- (b) Any legal liability they may have for property damage caused to others as a result of their negligent act.



## SCHEDULE A

### Additional Services Provided by Operator in Village and Maintenance Details

Service provided	Provider	Extent or nature of Service	Frequency
Gardening	Operator's gardener	All garden services to Village.	2 days per week.
Lawn mowing	Contractor	Annual contract.	Weekly adjusted with seasonal changes.
Repairs and Maintenance of Units	Operator's staff member or contractor	Both internal and external repairs and maintenance.	Service available Monday to Friday, 10am to 3pm.
Nursing and Medical Services	Operator's nursing staff	Staff member on duty 24 hours.	7 days a week.  Arrangements may be made with the village manager for occasional nursing care for conditions not deemed to be life threatening or chronic.
Doctor's Clinic	Masters Medical Centre	1 day per month.	Additional visits to doctor's rooms on appointment basis off site in town. Visits will be at the Resident's cost.
Provision of meals	Operator's catering services	Lunch and evening meals delivered to each unit.	Daily, seven days a week.
Shops and other services supply of goods	Bread and milk can be purchased from the rest home.  Grocery Shopping	Delivered at meal times.  Self-Shopping.  Fax order system is available.	Daily, seven days a week.  Wednesday at 1pm, transport offered by the Operator. Ordered Tuesday delivered on Wednesday.
Hairdressing and other personal care services	By contractor at the salon in the rest home.		2 days a week.
Transport	Mini Vans owned by Operator		Available daily between 10am and 3pm by arrangement.
Recreation and Entertainment	Activities programme by Operator's Village Co-ordinator.		Monday to Friday 10.30 to 4pm. Times may vary.

Security Services	Contractor		Twice nightly patrols.
Emergency Call System	Operator	Security pendant issued to each resident and 3 call bell points in each unit.	Monitored 24 hours 7 days a week by the Operator's staff.

**Note: The Operator does not provide laundry services.**

**SCHEDULE B**  
**Charges for Services and/or Facilities in the Village**

The following charges are payable by the resident for the services in Schedule A and may change if there is an increase in costs.

<b>Service or Facility</b>	<b>Amount</b>	<b>Basis for Charging</b>
Lunch	\$12.00	Actual food cost and staff cost, plus 10%.
Morning and Afternoon Tea	\$5.00	As above
Evening Meal	\$10.00	As above
Bread	\$2.00	As above
Milk (1 ltr)	\$3.00	As above
Milk (2 ltr)	\$4.00	As above
Transport Weekly shopping trips <ul style="list-style-type: none"> <li>• Chartwell Square</li> <li>• Hillcrest New World</li> </ul> Individual transport  Shared transport Village outings	No charge No charge \$10.00 per trip, but will vary on length of trip \$5.00 per trip, but vary on length of trip \$3.00/\$4.00	
Medical Treatment	Variable (except as set out below).  Dressings Small/Med/Large \$2/\$5/\$10	Charged on individual basis taking into account fee charge by medical practitioner and time taken.  Based on cost
Hair Dressing Hair cut-  Shampoo and Set Cut, Shampoo and Set Perm	Men \$10.00 Women \$19.00 \$18.00 \$37.00 \$75.00	Based on cost.
Podiatrist	\$34.50	Based on cost.
Exercise Therapy Walkers - per month	\$20.00	Based on cost.
Ear Cleaning/Wax Removal	\$55.00	Based on cost

**SCHEDULE C  
SAMPLE SETTLEMENT STATEMENT**

**RVA Statement**

08/07/2016 3:12:41 p.m.

Residence Name **Villa X**

Client Name **XX**

**Original**

Original Purchase Price \$340,000.00

Purchase Date 02/09/2013

**Valuation**

Recommended Selling Price \$420,000.00

Date of Valuation 07/06/2016

**Deferred Management Fee**

Resale Price \$420,000.00

Rate 4

Number Of Days 1050 (Max 1825)

Resale Settlement Date 18/07/2016

Management Fee \$48,328.77

**Cost Details**

Cost Date	Description	Amount	Completed By/Contractor
09/05/2016	Sales Admin Fee (\$2300)	\$2,300.00	
09/05/2016	Legal Fee - Deed of Termination (\$835.00)	\$835.00	Lewis' Barristers & Solicitors
09/05/2016	Cleaning of Drapes	\$791.00	Amazing Clean
09/05/2016	Paint & Wall Paper Hanger	\$402.50	Brian Williams Painter
09/05/2016	Cleaning of Carpet	\$140.00	Jae Waikato (Hamilton Cleaning Ltd)
09/05/2016	Statutory Supervisor Fee - Termination	\$172.50	Covenant Trustees
09/05/2016	Cleaning of Villa	\$350.00	Brenda Wallace
13/05/2016	Paint & Wallpaper	\$144.93	Resene Paints Ltd
13/05/2016	Valuation Cost 50%	\$316.25	SGHU Valuations

**Total Costs: \$5452.18**

**Settlement Amount**

Resale Price \$420,000.00

Less Total Fees \$ 53780.95

Nett Settlement Amount \$ 366219.05

Owner or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Village Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE D FORECAST FEES

### TAMAHERE RETIREMENT VILLAGE

Forecast of Maintenance Fees  
2018-2022

Copy to - Covenant Trustees

Cost Increase at 3% per annum from 2018

GST Inclusive Income Number Maintenance Fee Income Total		2 Bed 99 <u>393.00</u>	3 Bed 9 <u>426.00</u>	Calculation 108 <u>512,892</u>	Year ended 30 June				
					Budget 2018 512,892	Forecast 2019 528,279	Forecast 2020 544,127	Forecast 2021 560,451	Forecast 2022 577,264
<b>Expenses</b>									
Audit Fee	BDO	4.00	4.00	5,184	5,184	5,340	5,500	5,665	5,835
Electricity	Trust Power	3.50	4.00	4,590	4,590	4,728	4,870	5,016	5,166
Insurance	(MCNZ)								
	Two Bed	63.00		74,844	74,844	77,089	79,402	81,784	84,238
	Three Bed		73.00	7,884	7,884	8,121	8,364	8,615	8,874
<b>Maintenance - Buildings</b>									
Building Wash	No Fuss Housewash	23.00	26.00	30,132	30,132	31,036	31,967	32,926	33,914
Aircondition Maintenance	Eastside Refrigeration	4.00	4.00	5,184	5,184	5,340	5,500	5,665	5,835
General maintenance	Contractors	17.80	18.50	23,144	23,144	23,839	24,554	25,291	26,049
<b>Future External Maintenance Provision</b>									
Two Bed	paid into maintenance fund	70.00		83,160	83,160	85,655	88,224	90,871	93,597
Three Bed	paid into maintenance fund		78.00	8,424	8,424	8,677	8,937	9,205	9,481
Gardening	Plants & maintenance	6.00	8.00	7,992	7,992	8,232	8,479	8,733	8,995
Staff cost	Village & Maintenance staff	103.88	103.88	134,623	134,623	138,661	142,821	147,106	151,519
Lawn Mowing	Bryan Lawn Mowing	27.50	28.00	35,694	35,694	36,765	37,868	39,004	40,174
WDC	Rates	21.00	24.00	27,540	27,540	28,366	29,217	30,094	30,997
WDC/HCC	Water	10.00	11.00	13,068	13,068	13,460	13,864	14,280	14,708
HCC	Sewerage	0.00	0.00	0	0	0	0	0	0
Waikato Regional Council	Rates	5.00	8.00	6,804	6,804	7,008	7,218	7,435	7,658
Community Facilities	R&M, Ins, cleaning, ph/int, elec	10.00	10.00	12,960	12,960	13,349	13,749	14,162	14,587
RVA Membership	108 Villas	2.60	3.30	3,445	3,445	3,549	3,655	3,765	3,878
Village Registration	Registrar of RV	1.00	1.20	1,318	1,318	1,357	1,398	1,440	1,483
Refuse Collection	Bin Hire	5.00	5.50	6,534	6,534	6,730	6,932	7,140	7,354
Village - Vista & Leaflets	Newsletter & printing	3.50	3.50	4,536	4,536	4,672	4,812	4,957	5,105
Entertainment/Happy Hr	Monthly	4.00	4.00	5,184	5,184	5,340	5,500	5,665	5,835
Security	Specialised Services	2.20	2.20	2,851	2,851	2,937	3,025	3,116	3,209
Statutory Supervisor	Covenant Trustees	5.80	5.80	7,517	7,517	7,742	7,975	8,214	8,460
	*Annual report								
	*AGM & Visit								
	*Quarterly report								
<b>Villa Expenses</b>		<b>392.78</b>	<b>425.88</b>	<b>512,612</b>	<b>512,612</b>	<b>527,890</b>	<b>543,830</b>	<b>560,145</b>	<b>576,949</b>
Surplus/(Deficit)				280	280	289	297	306	315
Maintenance Fee	Two Bed Room	Current	360		393.00	405.00	417.00	430.00	443.00
	Three Bed Room	Current	396		426.00	439.00	452.00	466.00	480.00
Weekly cost	2 Bed room villa				90.69				
	3 Bed room villa				98.31				

**SCHEDULE E**  
**ESTIMATED FINANCIAL RETURN FOR TAMAHERE RETIREMENT VILLAGE**

**Assumptions:**

These assumptions are used to calculate the future selling price

Initial ORA price 2014\$	\$315,000
ORA price at 2016	\$420,000
Increase in price	\$105,000
Period	3 years
Annual rate of increase in price	5%
Increase in cost	3%

			Projected Price		
		Initial purchase price	2 years	5 years	10 years
Selling price		\$ 315,000	\$ 346,500	\$ 398,475	\$ 498,094
Deduction					
	Management fees 4% p/a		\$ 27,720	\$ 79,695	\$ 99,619
	Deed of surrender	\$ 835	\$ 885	\$ 965	\$ 1,254
	Cleaning	\$ 350	\$ 371	\$ 404	\$ 526
	50% Valuation Fee	\$ 350.00	\$ 371	\$ 404	\$ 526
	Sales Admin Fee	\$ 2,300.00	\$ 2,438	\$ 2,657	\$ 3,455
	<b>Total Deductions</b>		<b>\$ 31,785</b>	<b>\$ 84,126</b>	<b>\$ 105,379</b>
Amount due to resident			\$ 314,715	\$ 314,349	\$ 392,715

The projected future selling price is based on actual experience from 2014 to 2016

Purchase was made for \$315,000 and resales made after 2, 5 and 10 years.

Note: The rate of return may vary and may be affected by the wider property market.

**SCHEDULE F**  
**Hospital Development**

The proposed hospital will be developed in two stages.

	Estimated Dates:	
	Commencement	Completion
Stage 1 24 hospital rooms with ensuites and 19 apartments	January 2018	September 2019
Stage 2 25 hospital rooms with ensuites and 15 apartments	January 2021	September 2022

The apartments will be sold under Occupation Right Agreements (ORAs) with the same terms as the current ORAs.

The apartments will be advertised in local media and the Operator's website: [www.tamahere.co.nz](http://www.tamahere.co.nz)

Resource consent for the hospital development has been granted and the Operator is currently in the process of obtaining building consent for the development.

## SCHEDULE G

### TAMAHERE EVENTIDE HOME VILLAGE

#### Code of Residents' Rights

##### Basic rights of residents

This is a summary of the basic rights given by you by the Retirement Villages Act 2003.

##### *Services and other benefits*

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

##### *Information*

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

##### *Consultation*

3. You have the right to be consulted by the Operator about any proposed changes in the services and the benefits provided or the charges that you pay that will or might have a material impact on you:
  - (a) occupancy; or,
  - (b) ability to pay for the services and benefits provided.

##### *Right to complain*

4. You have the right to complain to the Operator and to receive a response within a reasonable time.

##### *Disputes*

5. You have the right to a speedy and efficient process for resolving disputes between you and the Operator or between you and other residents of the Village.

##### *Use of support person or representative*

6. You have the right, in your dealings with the Operator 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*

7. You have the right to be treated with courtesy and have your rights respected by the Operator, the people who work at the Village, and the people who provide services at the Village.

*Right not to be exploited*

8. You have the right not to be exploited by the Operator, 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 operator, 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 Operator or another resident, the Operator's contact person is:

David McGeorge                      07 859 1581  
Village manager

Louis Fick                              07 859 1587  
Chief Executive Officer

**Other contact persons**

Other contact persons, if you want to make a complaint about a breach of your rights, are:

- (a) The Statutory Supervisor: Covenant Trustee Services Limited

Physical Address:	Covenant Trustee Services Limited Level 6 191 Queen Street, Auckland
Postal Address:	P O Box 4243, Shortland Street, Auckland, 1140
Telephone:	09 302 8073
Facsimile:	09 302 1037
Email:	team@covenant.co.nz

- (b) The Registrar of Retirement Villages.  
P O Box 5771  
Wellesley Street  
AUCKLAND

**Information**

The Retirement Commissioner publishes information on the Code of Residents' Rights and Disputes Procedures available under the Retirement Villages Act 2003 that may assist to resolve your complaint.