

DISCLOSURE DATE: 1 November 2022

**TAMAHERE EVENTIDE HOME TRUST
ATAWHAI ASSISI HOME AND RETIREMENT VIILLAGE**

DISCLOSURE STATEMENT

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

IMPORTANT INFORMATION FOR INTENDING RESIDENTS

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

As an incoming resident, you must obtain advice from a lawyer independent of the Operator of the Village before you sign an occupation right agreement (i.e., 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 a resident and their family understand what is involved in entering into an occupation right agreement to join a retirement village.

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

This Disclosure Statement is for ATAWHAI ASSISI HOME AND RETIREMENT VILLAGE	
CONTACT DETAILS	
Physical Address of the Retirement Village	158 Matangi Road, Tamahere Hamilton 3284
Operator	Tamahere Eventide Home Trust
Operator's Physical Address Registered Office and Address for Service for the Operator and the Retirement Village	Tamahere Eventide Home Trust 61 Bollard Road Tamahere Hamilton 3283 Phone: 07 856 5162 Email: admin@tamahere.co.nz Website: www.tamahere.co.nz
Contract Person for Operator	Name: David McGeorge Designation: Village Manager Office hours: Monday to Friday, 9.00am to 4pm. Phone: 07 859 1581 Mobile: 021 0289 1213 Email: gmsupport@tamahere.co.nz
Contact Details Atawhai Assisi Home and Retirement Village	Address: 158 Matangi Road, R D 4 Hamilton 3284 Phone: 07 856 3019 Email: admin@assisi.co.nz
After Hours Emergency Contact	Nurse on Duty: 027 910 5373 or 027 627 4263
Registration Date of Village under Retirement Villages Act 2003	19 August 2022
Registration Number of Village	2750914
Statutory Supervisor	Covenant Trustee Services Limited Level 6/191 Queen Street Auckland 1140 Postal Address: P O Box 4243, Auckland 1140 Phone: 09 302 8073 Email: team@covenant.co.nz
Lawyers	Lewis Lawyers P O Box 9238 Hamilton 3247 Phone: 07 848 1222 Email: hamilton.reception@lewislawyers.co.nz
Auditors	PKF Hamilton Chartered Accountants P O Box 187 Hamilton 2340 Phone: 07 839 2106 Email: office@pkfh.co.nz

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1. DEFINITIONS

1.1 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 Retirement Villages Act 2003.

Act means the Retirement Villages Act 2003.

Agreement means an occupation right agreement.

Agreement Fee means the capital sum payable to the Operator by the resident on the issue of an occupation right agreement.

Care Facility means the Atawhai Assisi Home and Hospital, being a Ministry of Health certified rest home for the elderly, situated at 158 Matangi Road, Tamahere.

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 the residents.

Date of Disclosure means the date of this disclosure statement.

Financial Year means the year commencing 1 July and ending 30 June.

Management Fee means the fee deducted on termination of the resident's occupation right agreement, 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 the agreement between the Operator and the resident for the unit granting the resident a right to occupy the unit on the terms and conditions set out in the agreement and includes any variation of the agreement.

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.

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 the resident under a power of attorney or enduring power of attorney that has not been revoked or suspended under the Protection of Personal and Property Rights Act 1988; or
- (b) Who is a welfare guardian or manager appointed for the resident under the Protection of Personal and Property Rights Act 1988; or
- (c) The person whom the resident has nominated, subject to the provisions of the Protection of Personal and Property Rights Act 1988, provided such person shall not be a member of the Operator's staff.

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.

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.

Retirement Village Property means units, buildings, plant and equipment that are owned by the Operator (including assets, amenities, and utilities within the Village boundary).

Rules are the rules attached to the Fifth Schedule of the occupation right agreement.

Security means any mortgage, charge or lien granted by the Operator.

Statutory Supervisor means Covenant Trustee Services Limited or its successors.

Trust means the Tamahere Eventide Home Trust established by a Deed of Trust dated 3 November 1998.

Village means the Atawhai Assisi Home and Retirement Village.

Village Manager means the person employed by the Operator to manage the daily operation of the Village.

2. OPERATOR'S STATEMENT

2.1 The Operator has started stage one of the development of the retirement village at Atawhai Assisi Home and Retirement Village, 158 Matangi Road, Tamahere, Hamilton.

2.2 The stages for construction of the Village are:

Stages	Building Work	Anticipated Completion Date
One	17 Units (known as Villas) <ul style="list-style-type: none">• 11 two bedroom Villas• 6 three bedroom Villas	10 Villas to be completed November 2022 7 Villas to be completed December 2022
Two	20 Units <ul style="list-style-type: none">• 15 two bedroom Villas• 5 three bedroom Villas	2023
Three	20 Units <ul style="list-style-type: none">• 13 two bedroom Villas• 7 three bedroom Villas	2024
Four	5 two bedroom Units 9 Apartments Community Centre	2025

2.3 The Village is owned and operated by the Tamahere Eventide Home Trust.

2.4 The Village Manager who reports to the Operator will manage the Village.

2.5 The right to live in a unit in the Village is under an occupation right agreement personal to each resident.

2.6 The Operator's care facility is situated on the same site as the Village.

2.7 The Operator has two other facilities. Tamahere Eventide Home and Retirement Village is situated at 61 Bollard Road, Tamahere, Hamilton. The Operator has care facilities at this site and the retirement village has 108 units, 37 apartments (occupied under occupation right agreement) and 8 rental units. The Operator also owns and operates the Wesley Courts Retirement Village in Thames, a 9-unit retirement village. There are no care facilities at the Wesley Court Retirement Village.

3. OPERATOR'S OBJECTIVE

3.1 The Operator's objective, in response to its Christian Vision, is to extend its experience in the provision and management of the care facilities for the elderly

to the Village, to provide independent retirement village living to persons over the age of fifty-five (55) years.

4. OPERATOR'S DETAILS

4.1 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.

4.2 Trustees as at the Date of Disclosure are:

Jason Jack
Peter Schaare
Leeanne Wilson
Paul Bennett
Shane Vanin
Jennifer Campbell
Emma Falconer
John Walsh
Carol Fleming
Lesila Halauafu

4.3 The Operator's contact details are on page 3 of this document.

5. MANAGEMENT ARRANGEMENTS IN THE VILLAGE

5.1 Village Manager: David McGeorge
Experience: Finance and marketing with over 30 years experience. Aged Care and Retirement Village Management with more than 8 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.

5.2 The Village Manager's contact details including the after-hours emergency contact numbers for the nurse on duty are on page 3 of this document.

5.3 The Village Manager is an employee of the Operator and reports each month at the Operator's monthly board meetings, or more frequently as required.

5.4 There are no ownership links or a management agreement between the Operator and the Village Manager.

- 5.5** The Operator will employ such other staff as are necessary for the proper running of the Village. The staff will be employed nearer the completion date of the Village, which is currently under construction.
- 5.6** The Operator intends to support the formation of a Residents Committee once residents enter the Village. The Operator's expectation is that the Residents Committee will meet regularly with the Village Manager, usually monthly. The Residents Committee will be a forum for residents to discuss suggestions or concerns that they may have amongst themselves or with the Village Manager. The Village Manager will share with residents any changes or proposals that may affect them and receives comment and feedback from residents.

6. STATUTORY SUPERVISOR

- 6.1** The Operator has appointed Covenant Trustee Services Limited as Statutory Supervisor.
- 6.2** 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.
- 6.3** No exemption has been applied for or issued by the Registrar of Retirement Village.

7. OCCUPATION RIGHT AGREEMENT

- 7.1** Occupation of a unit in the Village is under occupation right agreement. The occupation right agreement grants the resident the right to live in 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.
- 7.2** Residents are entitled to use and enjoy the common facilities (if any) from the commencement date of the occupation right agreement.
- 7.3** The resident's right to live in the unit and use and enjoy the common facilities is secured by payment to the Operator of the agreement fee (as specified in the occupation right agreement) and the ongoing payment by the resident of monthly outgoings fees, which contribute to the cost of the common facilities.

- 7.4** The occupation right agreement is a contractual right only and does not create any interest in the Operator's land.
- 7.5** An incoming resident shall pay a deposit, the amount of which will be a maximum of 10% of the agreement fee payable 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.
- 7.6** All deposits paid are held by the Statutory Supervisor in accordance with the provisions of section 29 of the Act (Deposits and other Payments must be Independently Held).
- 7.7** The occupation right agreement contains the following cooling off periods 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.
- 7.8** 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).

8. 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 occupation right 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.

Circumstances	Period
The Village was not registered but was required to be.	3 years after the resident entered into the agreement or 6 months after the resident knew, or ought to have known, the circumstances existed when the resident 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 the resident entered into the agreement or 6 months after the resident knew, or ought to have known, the circumstances existed when the resident entered into the agreement, whichever end first.
The occupation right agreement did not contain, in clear unambiguous form, the material it was required by the Act to contain.	1 year after the resident entered into the agreement or 6 months after the resident knew, or ought to have known, the circumstances existed when the resident entered into the agreement, whichever end first.
The resident did not receive independent legal advice before entering into the occupation right agreement.	1 year after the resident entered into the agreement or 6 months after the resident knew, or ought to have known, the circumstances existed when the resident entered into the agreement, whichever end first.
Before entering into the agreement the resident did not receive a disclosure statement that complied with the Act, the Resident's Code of Rights, the Code of Practice or a statement when the Code would come into force, and a copy of the occupation right agreement.	1 year after the resident entered into the agreement or 6 months after the resident knew, or ought to have known, the circumstances existed when the resident entered into the agreement, whichever ends first.

If the 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 the resident's right to avoid the occupation right agreement and may refer the matter to a disputes panel under the Act.

9. RESIDENT'S INTEREST IN THE UNIT

9.1 Details of the rights affecting the resident's interest in a unit are summarised in the table below. Full details of the rights and obligations affecting the resident are set out in the Operator's standard occupation right agreement. Resident includes the resident's representative.

Resident's Right	Conditions/Limits (for example consent of the Operator)
To sell or market the Unit	<p>The resident may introduce a purchaser for the unit but there is no express right permitting the 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 the unit. The Operator controls the sales process.</p> <p>The Operator maintains a waiting list. A fee of \$3,000.00 plus GST is charged for the service which includes liaising with potential residents on the waiting list, arranging viewing of the unit and completing an application form for an occupation right agreement for the unit. The fee will be charged if a sale is achieved with a person 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 informed the resident 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 unit.</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.

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 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.

10. RULES OF VILLAGE

10.1 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. The Operator will consult with residents prior to any change to the Rules.

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

10.3 The Rules affecting the resident and their use of the unit are summarised as follows:

Right

Use of the 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 the unit 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 of the Operator's Care Facility or cause nuisance or annoyance to other residents.
- Not to interfere with the peaceful enjoyment and use by the other residents in the Village of their unit or cause a nuisance or annoyance to other residents.

Decorate the unit and change fittings

The occupation right agreement and rules contain limits on the resident's right to decorate the unit, to 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 the 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 of the unit.

11. VARYING OR REPLACING OCCUPATION RIGHT AGREEMENT

11.1 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 occupation right 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;
 - (iii) Agreement with the resident; or
 - (iv) On the request of the Statutory Supervisor.
- (b) To remedy a mistake or error in the occupation right agreement.

11.2 Clause 48 of the occupation right agreement sets out the procedure for variation or replacement of the agreement.

12. TERMINATION OF THE OCCUPATION RIGHT AGREEMENT

12.1 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 the 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 the resident.
 - (iii) Serious harm or damage by the resident to the unit, the common facilities or the care facility.
 - (iv) Serious harm or damage by the resident to an employee or other resident.

- (v) Abandonment of the unit by the resident.
- (c) Notice of Termination by the Operator (clause 31).
- (d) Termination on Death or Permanent Care (clause 32).
- (e) Termination by the Resident (clause 33).

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

13. UNIT OR VILLAGE FACILITIES DESTROYED OR DAMAGED

13.1 If the unit (or building of which it forms part) or facilities in the Village are destroyed and the unit is uninhabitable, the Operator is not required under the occupation right agreement to provide the resident with temporary accommodation whilst the unit is being repaired or replaced.

13.2 If the Operator has a unit available that is suitable temporary accommodation for the resident, or accommodation within its care facility 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 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.

13.3 The Operator shall advise the resident within five working days of an event damaging or destroying the unit if temporary accommodation is available.

13.4 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 the unit is available for re-occupation.

13.5 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.
- 13.6** 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 Operator may terminate the occupation right agreement on the grounds that the resident is in breach or default of the terms and conditions of the occupation right agreement (refer clause 30 of the Occupation Right Agreement). Notice must be given to the resident by the Operator and this process is detailed in clause 31 of the occupation right agreement.
- 13.7** The resident may (but is not required to) take out their own insurance policy to provide for temporary accommodation.
- 13.8** If the 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.
- 13.9** The Operator has an obligation to repair or replace the unit if it is practicable to do so. Matters that may make it impracticable to repair or replace the unit and other retirement village property include:
 - (a) The Operator's insurance claim being declined.
 - (b) The cost of repairing or replacing the unit and other retirement village property exceeds the sum the Operator will receive under its insurance policy.
 - (c) The extent of the damage to the retirement village property and the land on which the Village it is built is such that the Operator determines the land is no longer a suitable site for a retirement village.
 - (d) The Operator cannot obtain all necessary consents in a reasonable time to repair or replace the retirement village property from the relevant territorial authorities.
- 13.10** The Operator will consult with the resident to decide if it is practicable to repair or replace the unit. Such consultation shall be in accordance with the Code of

Practice. Should the 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. If relevant information is not initially available, the Operator may arrange to meet with the resident as 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 occupation right agreement will be terminated will be given, along with the amount to be repaid on termination.
- (d) However, if the Operator can 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.

13.11 Should the Operator determine it is not practicable to rebuild or replace either individual units or the Village (either wholly or in part), after consultation with the 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.

13.12 If the resident gives notice of termination but the 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.

13.13 The Operator must work with the Statutory Supervisor and consult with the resident in accordance with the Code of Practice if the unit is destroyed or damaged, or in the event of substantial damage to the Village.

14. TRANSFER TO ANOTHER UNIT OR MOVING TO OPERATOR'S CARE FACILITIES

14.1 The resident may transfer to another unit within the Village subject to:

- (a) Availability of a suitable unit.
- (b) The Operator holding an unconditional occupation right agreement for the unit that the resident is transferring from.
- (c) The resident providing the Operator with a surrender of their occupation right agreement for the unit the resident is transferring from and paying the management fee due under that agreement.
- (d) The resident entering into an occupation right agreement for the unit the resident is transferring to (the new unit) and making payment of the agreement fee under that agreement.
- (e) 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.

14.2 The occupation right agreement does not contain an automatic right for residents to move into the Operator's care facility. If a suitable room or bed is available in the care facility, 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. Subject to availability, residents receive preferential admissions to the Operator's care facility.

14.3 The Operator does not provide a higher level of residential care into the units in the Village. Residential care is only provided in the Operator's care facilities. The occupation right agreement will terminate on a resident entering the Operator's care facility. A registered nurse is on site at Atawhai Assisi Home and Retirement Village and is available to residents 24 hours a day for emergency response.

14.4 The Operator has no plans to offer serviced units in the Village.

14.5 The following services are offered at the care facility at Atawhai Home and Retirement Village:

- (a) Rest home care with 37 standard single-bedded rooms and 3 premium private rooms.
- (b) Hospital care with 30 standard single-bedded rooms and 16 premium rooms available.
- (c) Respite and Day Care Programmes.

14.6 The following services are offered at Tamahere Eventide Home and Retirement Village:

- (a) Rest home care with 33 standard single-bedded rooms and 7 private premium ensuite rooms.
- (b) Dementia care with 43 standard single-bedded rooms.
- (c) Hospital care with 24 private ensuite rooms.
- (d) Respite and Day Care Programmes.

14.7 There are no care facilities, respite care or day care programmes at the Wesley Courts Retirement Village.

15. EFFECT OF MARRIAGE OR RELATIONSHIP ON OCCUPATION RIGHT AGREEMENT

15.1 If after the commencement of an occupation right agreement, the 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 (the spouse or partner).

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

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

16. VILLAGE CONSTRUCTION AND CONDITION

16.1 The Village is currently under construction with stage one underway and construction of the first 10 Units (known as villas) anticipated to be completed in November 2022.

16.2 The Village is architecturally designed to achieve a sense of balance, elegance and community. All buildings in the Village are designed in a classic style with interiors that are intended to reflect an ambience of peacefulness and light. The landscaping of grounds and plantings are designed to create private sun filled garden areas.

- 16.3** Upon completion, the Village will comprise 62 villas and 9 apartments. A Community Centre and Bowling Green will be built.
- 16.4** Within the Village there will be a mixture of designs for the 62 villas. All villas are single level residential dwellings and have a single garage with internal access. Seven villas within the Village will have a double garage with internal access. The construction and finish of the villas is to a high standard and details are as follows:
- (a) Exterior of the villas
- Cladding is brick.
 - Roof is long run colour steel.
 - Aluminium window joinery, colour to match roofing.
 - Window are tinted grey, all glass to New Zealand Safety Standards.
 - Insulation in roof/ceiling and walls.
 - For duplex units, inter tenancy walls by specialist fire and acoustic design.
 - Driveways, non-slip hard surface.
 - Decking, kwila timber.
 - Service courts, paved hard surface and screened with slate aluminium fence.
 - Pathways, non-slip concrete mix.
 - Garden internal fencing (maximum height 1.5m high)
- (b) Interior of the villas:
- Smoke detectors and alarm systems.
 - Call bell system.
 - Electric hot water.
 - Heat pumps in the lounge and main bedroom.
 - Fitted carpets in the living and bedroom areas.
 - Bathrooms are tiled with under floor heating (one setup for disabilities)
 - Laminate flooring in the kitchen areas.
 - Modern light fittings.
 - Drapes
 - Blinds in the kitchen
 - Bosch appliances (oven, induction cook top and range hood).
 - Bosch Dishwasher
 - Bosch Washing machine and dryer (combination)
 - Automatic garage door opener.
 - Telephone, internet and TV aerial system.
- 16.5** Construction on the apartments is not due to start until 2024/2025. The apartments will be constructed with the same design parameters and style as the villas. The internal fitout for the apartments will be finalised nearer the start date of construction, but will be similar to and of the same standard as the interior fitout of the villas.

16.6 Units are offered to residents in a partially furnished condition with oven, induction cook top, range hood, dishwasher, washing machine and dryer (combination), drapes and blinds, carpet and laminate floor coverings, light fittings, heat pump (x2) and call bell system. The chattels in the units provided by the Operator are the property of the Operator and are listed in the Seventh Schedule of the occupation right agreement.

16.7 The schedule for completion of the construction of the Village is as follows:

Stages	Building Work	Anticipated Completion Date
One	17 Units (known as villas) <ul style="list-style-type: none"> • 11 two bedroom villas • 6 three bedroom villas 	10 villas to be completed October 2022 7 villas to be completed December 2022
Two	20 Units <ul style="list-style-type: none"> • 15 two bedroom villas • 5 three bedroom villas 	2023
Three	20 Units <ul style="list-style-type: none"> • 13 two bedroom villas • 7 three bedroom villas 	2024
Four	5 two bedroom units 9 apartments Community Centre Bowling Green	2025

16.8 Additional improvements to be constructed at the Village as part of the development include:

- (a) A Community Centre.
- (b) Bowling Green.
- (c) External lighting.
- (d) Fire protection and management systems.

16.9 The Operator completed as part of the development of Atawhai Assisi Care Facility a new covered entrance and reception area and a new sitting room within the Care Facility. Additional offices for the Chapel are planned for 2025.

16.10 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.

- 16.11** The Operator will complete an Improvements and Maintenance Schedule for the Village when Stage One of the development is nearing completion. The Operator's usual Improvements and Maintenance Schedule is for such work to be regularly undertaken either on a continuous basis as required (for example, for grounds) monthly or annually.
- 16.12** The Operator has health and safety policies for the use of the common facilities by residents and these will be displayed in the clearly displayed in the facility.
- 16.13** Additional services provided by the Operator and maintenance details for the Village are set out in Schedule A. The charges payable by the 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.

17. OTHER FACILITIES IN THE VILLAGE

- 17.1** In addition to the Care Facility on site at 158 Matangi Road, there is a Chapel for use by residents.
- 17.2** The Operator maintains common garden areas and a suitable area within the Village will be made available to a resident on request for personal gardening.
- 17.3** The Operator will build a Common Centre and Bowling for the Village, completion date anticipated in 2025.

18. OCCUPANCY OF THE VILLAGE

- 18.1** All units in the Village will be occupied under occupation right agreement.
- 18.2** No units are occupied at the date of this disclosure statement.

19. SALE OF UNITS

- 19.1** Details of units sold in the Village in the 12 months prior to the date of disclosure: Nil.
- 19.2** The sales process is in the occupation right agreement, relevant clauses 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 will pay for the cost of any refurbishment required but is not 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 a resident will reduce by 50% after the later of six months from the date of termination or the date a resident vacates.
 - 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.
- (c) Payment on Termination of Occupation Right Agreement (clause 36).
- (d) Removal of Personal Belongings (clause 37).

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

19.4 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 20 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 20 below.

20. CHARGES PAYABLE ON RESIDENT PERMANENTLY LEAVING UNIT

20.1 On the resident permanently leaving the unit and on payment of the agreement fee under a new occupation right agreement for the unit by an incoming resident, the Operator shall pay to the resident an amount equal to the agreement fee less:

- (a) The management fee. The management fee is calculated from the commencement date of the resident's occupation right agreement for the first five (5) years of the resident's occupation right agreement, on a daily basis at a rate of 4% per annum of the agreement fee paid by an incoming resident under the incoming resident's occupation right agreement for the unit.

By way of example:

- i. If the outgoing resident has lived in the Unit for five (5) years or more the management fee will be calculated by multiplying the agreement fee paid by the incoming resident by 20%.
 - ii. If the outgoing resident has lived in the unit for less than 5 years the management fee will be calculated by multiplying the agreement fee paid by the incoming resident by 4% for each full year of occupancy and then by 4% on a daily basis for each part or uncompleted year.
- (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.
 - (j) The cost of any alterations to the unit that the Operator is entitled to recover.

20.2 The Village Manager will prepare a settlement statement and provide this to the resident. A sample settlement statement is attached as Schedule C.

20.3 The management fee is the percentage specified in occupation right agreement and is not reviewable by the Operator or the resident during the term of the occupation right agreement.

20.4 The charges itemised in clause 20.1(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 20.1(b) are:

Fee (inclusive of GST of 15%)		Payee
Statutory Fees	Supervisor's \$320.00 issue of ORA	Incoming resident
	\$121.00 for refund of a deposit	Incoming resident
	\$205.00 for termination of an ORA	Incoming resident

	\$121.00 for cancellation of an ORA	Incoming resident
Operator's Legal Fees	\$1,500.00 plus GST on issue of an ORA.	Incoming resident
	\$1,000.00 plus GST on surrender of an ORA	Outgoing resident
Operator's Administration Fee	\$3,450.00	Outgoing resident

- 20.5** Apart from the deductions listed in clause 20.1, the resident receives the benefit of any increase in the value of the unit. If the unit has decreased in value, the deductions itemised in clause 20.1 will still be made by the Operator and the cost of any decrease in value of the unit will belong to the resident.
- 20.6** The charges listed in clause 20.1 will apply when the resident transfers from one unit to another within the Village. The agreement fee payable by the transferring resident for the new unit is the difference between the agreement fee paid by an incoming resident for the transferring resident's unit, less the deductions itemised in clause 20.1 and the registered valuation for the replacement unit or the agreement fee to be paid by an incoming resident.
- 20.7** If the resident introduces a new resident to the Operator for the unit and this person is accepted by the Operator, the resident will only be charged the actual sale costs incurred by the Operator on the sale of the unit.
- 20.8** In the event of damage or destruction of the 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 14 of this disclosure statement.
- 20.9** Payments on termination of the 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; and
 - (b) A copy of the probate, letters of administration or a certified copy of the resident's last will.

21. OUTGOINGS

- 21.1** The resident is responsible for payment of the outgoings listed in the First Schedule of the occupation right agreement.
- 21.2** The Operator will send a monthly account to the resident for their share of the outgoings. The monthly fees (inclusive of GST) are:

- (a) Two-bedroom villa: \$553.00
- (b) Three-bedroom villa: \$601.00

The weekly cost is (inclusive of GST):

- (a) Two-bedroom villa: \$127.62
- (b) Three-bedroom villa: \$138.69

- 21.3** A forecast of the outgoings is attached as Schedule D. The forecast of outgoings is based on actual costs incurred by the Operator for outgoings, with a 6% 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.
- 21.4** 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.
- 21.5** At the date of this disclosure statement, the anticipated outgoings are those set out in the First Schedule of the occupation right agreement.
- 21.6** The 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 the resident shall reduce by 50%.

22. MAINTENANCE

- 22.1** The Operator is responsible for carrying out the following maintenance in the Village:
 - Common Facilities (including the Community Centre and Bowling Green when built).
 - 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.
- 22.2** Residents are responsible for carrying out the following maintenance:
 - Interior of the unit and this includes refurbishment of the interior of the unit.
 - The fixtures and fittings in the unit.

- The Operator's chattels in the unit.

- 22.3** 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 the resident if the Operator has arranged for plumbing repairs at the unit for the sole benefit of the resident due to a blockage caused by the resident.
- 22.4** The Operator is finalising the maintenance plan for the Village. Once finalised, a copy of the maintenance plan and the schedule setting out the basis for calculating the contribution payable by the residents will be available from the Village Manager on request free of charge. The annual maintenance contribution payable by residents as an outgoing will be based on the maintenance plan.
- 22.5** The Operator has a maintenance fund into which the annual maintenance contribution is paid. The fund is used by the Operator to meet the cost of carrying out maintenance in accordance with the maintenance plan.
- 22.6** 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.
- 22.7** The Operator's maintenance plan makes provision for a 3% inflation adjustment each year for the annual maintenance contribution payable by residents. The provision for maintenance is set out in the forecast of outgoings attached as Schedule D.
- 22.8** The resident is not entitled on termination of an occupation right agreement to a refund or credit from the maintenance fund.

23. REFURBISHMENT OF UNITS

- 23.1** The cost of internal refurbishment of the unit either during the term of the occupation right agreement or on termination of the agreement is paid by the resident. The maintenance fund established by the Operator cannot be used for the purpose of refurbishing the unit.
- 23.2** The resident has an obligation in the occupation right agreement to maintain and where necessary refurbish the unit. If the resident fails to do so, the Operator can enter the unit to carry out maintenance and refurbishment of the unit. All such maintenance and refurbishment will be at the resident's cost in the form of a service charge.
- 23.3** 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.
- 23.4** Clause 34 of the occupation right agreement sets out the procedure for refurbishment of the unit on termination of the agreement.

24. ESTIMATED FINANCIAL RETURN ON DISPOSAL OF THE UNIT

- 24.1** The estimated financial return on disposal of the unit is set out in Schedule E. The estimated financial return is based on the market conditions at the date of this disclosure statement and sales data held by the Operator.
- 24.2** The manner in which the occupation right agreement is terminated will not affect the rate of return, except if the termination is due to the unit not being repaired or reinstated under clause 29 (Damage or Destruction of Unit) of the occupation right agreement, as in this case the management fee will not be deducted on payment to the outgoing resident.

25. FINANCIAL ACCOUNTS FOR THE VILLAGE

- 25.1** 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 expenses of the Village (including the common facilities) to be met by residents through payment of outgoings fees.
- 25.2** The forecast statement will be prepared by the Operator within three (3) months of the start of each financial year and a copy provided to the Statutory Supervisor.
- 25.3** 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 Retirement Villages Act 2003. From the audited financial statements, a summary extract is prepared for the Village.
- 25.4** A copy of the financial statements is 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.
- 25.5** The financial statements for the Village are submitted to residents for approval at the Annual General Meeting in November of each year.

26. SECURITIES GRANTED BY OPERATOR

26.1 Statutory Supervisor

The Operator has granted to the Statutory Supervisor the following security interests over the land comprising the Atawhai Assisi Home and Retirement Village, the Tamahere Retirement Village and Wesley Courts Retirement Village.

- (a) First ranking Memorandum of Encumbrance in favour of the Statutory Supervisor. The amount secured by this encumbrance cannot be ascertained at the date of this disclosure statement because it secures the performance by the Operator of its obligations under the Deed of Supervision with the Statutory Supervisor.
- (b) The Operator's land is:
 - i. Atawhai Assisi Home and Retirement Village, record of title SA20A/1259 (to be registered);
 - ii. Tamahere Home and Retirement Village, records of title SA69D/562, SA69D/563 and SA1231/66 ; and
 - iii. Wesley Courts Retirement Village, records of title SA1B/1109 and SA562/256.
- (c) The Operator has granted a second ranking general security agreement in favour of the Statutory Supervisor. As with the Memorandum of Encumbrance, the amount secured cannot be ascertained at the date of this disclosure statement because it secures performance by the Operator of its obligations under the Deed of Supervision with the Statutory Supervisor.

26.2 Christian Savings Limited

The Operator has granted the following securities to Christian Savings Limited for funding of the Operator's development work.

- (a) First registered mortgage with a priority amount of \$15,000,000.00 plus interest and costs over the Operator's land at:
 - i. Atawhai Assisi Home and Retirement Village, record of title SA20A/1259.
 - ii. Tamahere Home and Retirement Village, records of title SA69D/562, SA69D/563 and SA1231/66.
 - iii. Wesley Courts Retirement Village, records of title SA1B/1109 and SA562/256.

(b) A general security agreement over all present and after acquired property of the Operator. A deed of priority will be entered into with the Statutory Supervisor ordering the priority between Christian Savings Limited and the Statutory Supervisor under the Personal Property Securities Act 1999 (PPSA).

26.3 A memorial under section 21 of the Retirement Villages Act 2003 is registered over the Village land in record of title SA20A/1259.

26.4 As at 30 June 2022, the resident interest liability of the Operator under occupation right agreements issued for the Tamahere Eventide Home and Retirement Village and Wesley Courts Retirement Village is \$76,428,889.00. The resident interest liability for Atawhai Assisi Home and Retirement Village is nil.

26.5 Under the Deed of Supervision appointing the Statutory Supervisor all securities granted by the Operator must be approved by the Statutory Supervisor.

26.6 The Operator may grant suppliers specific securities under the PPSA for goods supplied to it for the Village and the Care Facilities.

27. FUNDING FOR DEVELOPMENT

27.1 The Operator has funding arrangements with Christian Savings Limited to enable Stage One of the development of the Atawhai Assisi Home and Retirement Village to be completed. The Development Facility with Christian Savings Limited for Stage One is a floating loan facility up to \$10,050,000.

27.2 The Operator intends to repay the Development Facility from the sale proceeds of occupation right agreements in Stage One of the development of the Village. Further funding will be arranged as required for the subsequent stages of the development.

28. FURTHER DEVELOPMENT BY THE OPERATOR

28.1 The Operator has no further plans to develop the Atawhai Assisi Home and Retirement Village land, except as set out in this Disclosure Statement.

28.2 With regards to the Tamahere Home and Retirement Village, the Operator owns land adjacent this retirement village. A former motel is situated on the land. The Operator intends to develop the land with the construction of an additional 20 units. However, the timing of this development is subject to building consents on terms acceptable to the Operator and work is not expected to commence until 2024 at the earliest.

28.3 The Operator does not intend undertaking any development work at the Wesley Courts Retirement Village other than normal repairs and maintenance.

29. COMPLIANCE WITH CODE OF PRACTICE

- 29.1** 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 in April 2017.
- 29.2** The Operator agrees that the Code of Practice (including any variations) will apply to the Village and to the Operator and that it will meet the requirements of the Code of Practice.
- 29.3** The Code of Practice will be enforceable by the resident as a contract and it will prevail over any less favourable terms in the Operator's occupation right agreement.

30. CODE OF RESIDENTS' RIGHTS

- 30.1** The Operator has adopted a Code of Resident's Rights and a copy is attached as Schedule G.

31. INSURANCE

- 31.1** The Operator must have full replacement insurance for the buildings and all improvements 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 Churches of New Zealand and the underwriter is Concordia Underwriting Agency. A copy of the certificate of currency for the insurance can be provided on request.

- 31.2** The cost of the insurance policies held by the Operator is paid for by the residents as part of the outgoings for the Village.
- 31.3** The 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 the 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.

31.4 The Operator recommends the resident insures personal belongings and any motor vehicle they may own. Residents should check with their insurer that their insurance policy covers the resident 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 the resident may have for property damage caused to others as a result of the resident's negligent acts or omissions.

SCHEDULE A
ADDITIONAL SERVICES PROVIDED BY OPERATOR IN VILLAGE AND MAINTENANCE DETAILS

Service provided	Provider	Extent or nature of Service	Frequency
Chapel		Church services	Weekly
Gardening	Operator's gardeners	All garden services to village.	As required.
Lawn mowing	Operator's gardeners	All lawn mowing to village.	Weekly adjusted with seasonal changes.
Repairs and Maintenance of Units	Operator's staff members 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	Hillcrest Medical Centre	At request.	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 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. Online 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.

Service or Facility	Amount	Basis for Charging
Lunch	\$15.00	Actual food cost and staff cost, plus 10%.
Bread	\$2.20	As above
Milk (1 ltr)	\$3.00	As above
Milk (2 ltr)	\$4.60	As above
Transport Weekly shopping trips <ul style="list-style-type: none"> • Chartwell Square • Hillcrest New World 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 Blow wave Perm	Men \$15.00 Women \$24.00 \$24.00 to \$26.00 \$48.00 to \$50.00 \$75.00	Based on cost.
Podiatrist	\$49.50	Based on cost.
Exercise Therapy Walkers - per month	\$35.00	Based on cost.
Ear Cleaning/Wax Removal	\$65.00	Based on cost

**SCHEDULE C
SAMPLE SETTLEMENT STATEMENT**

Tamahere Eventide Home Trust

Atawhai Assisi Home & Retirement Village

Owner: **Example**
 Villa Number XX
 Proposed Settlement date 31/10/2022

Original

1 Original Purchase Price 760,000
 2 Purchase Date 10/01/2019

Valuation

3 Valuation 880,000
 Date 9/11/2019

Depreciation

4 Resale Price 880,000
 5 Deferred management fee rate 4%
 6 Number of days 1390 (maximum 5 years/ 18
 7 Management Fee 134,049

Settlement Amount

8 Resale Price		\$	
		880,000.00	
Less:		<u>140,589.00</u>	
9 Management Fee	134,049.00		Calculated above
10 Valuation Cost - 50%	400.00		50%
11 Cleaning of villa	150.00		Cleaning contractor
12 Statutory Supervisor - Termination	205.00		Covenant
13 Legal Fee - Deed of Surrender	885.00		Lewis' Barristers & Solicitors
14 Selling Administration	3,450.00		Sale done by Tamahere Eventide Staff
15 Painter & paint	700.00		Contractor
16 Cleaning of drapes	450.00		Contractor
17 Cleaning of blinds	300.00		Contractor

Net settlement amount

739,411.00

The above calculations have been agreed on and for by:

Tamahere Eventide Date:

Resident/EPOA Date:

SCHEDULE D FORECAST STATEMENT

ASSISI VILLA FEES

Copy to - Covenant Trustees

Forecast of Maintenance Fees
2023-2027

Cost Increase at 6% per annum from 2023

GST Inclusive Income		2 Bed	3 Bed	Calculation	Year ended 30 June				
					Budget 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027
Number		11	6	17					
Maintenance Fee	(Rounded)	553.00	601.00		116,268	119,756	123,349	127,049	130,861
Income Total				116,268	116,268	119,756	123,349	127,049	130,861
Expenses									
Audit Fee	PKF	4.00	4.00	816	816	865	917	972	1,030
Electricity	Nova	5.20	5.20	1,061	1,061	1,124	1,192	1,263	1,339
Insurance	(MCNZ)								
	Two Bed	87.00		11,484	11,484	12,173	12,903	13,678	14,498
	Three Bed		103.00	7,416	7,416	7,861	8,333	8,833	9,363
Maintenance - Buildings									
Building Wash	No Fuss Housewash	28.50	30.80	5,965	5,965	6,323	6,702	7,105	7,531
Aircondition Maintenance	included in R&M staff cost	0.00	0.00	0	0	0	0	0	0
General maintenance	Contractors	16.50	17.50	3,438	3,438	3,644	3,863	4,095	4,340
Future External Maintenance Provision									
Two Bed	paid into maintenance fund	75.00		9,900	9,900	10,494	11,124	11,791	12,499
Three Bed	paid into maintenance fund		85.00	6,120	6,120	6,487	6,876	7,289	7,726
Gardening	Plants & maintenance	3.50	4.50	786	786	833	883	936	992
Staff cost	Village & Maintenance staff	102.05	102.05	20,818	20,818	22,067	23,391	24,795	26,283
Lawn Mowing	operating cost of lawnmower	2.50	3.00	546	546	579	613	650	689
WDC	Rates	27.50	30.50	5,826	5,826	6,176	6,546	6,939	7,355
Water Supply	Internal System	14.00	17.00	3,072	3,072	3,256	3,452	3,659	3,878
Innoflow	Sewerage	25.00	35.00	5,820	5,820	6,169	6,539	6,932	7,348
Waikato Regional Council	Rates	3.50	4.00	750	750	795	843	893	947
Community Facilities	not provided yet	0.00	0.00	0	0	0	0	0	0
RVA Membership	17 Villas	2.50	2.50	510	510	541	573	607	644
Internet & Phone	Fixed fee for phone & Internet	132.00	132.00	28,928	28,928	28,544	30,256	32,072	33,996
Village Registration	Registrar of RV	2.00	2.50	444	444	471	499	529	561
Refuse Collection	Bin Hire	5.50	6.00	1,158	1,158	1,227	1,301	1,379	1,462
Printing	Newsletter & notices	4.00	4.00	816	816	865	917	972	1,030
Entertainment/Happy Hr	Monthly	4.00	4.00	816	816	865	917	972	1,030
Security	Specialised Services	2.30	2.30	469	469	497	527	559	592
Statutory Supervisor	Covenant Trustees	6.50	6.50	1,326	1,326	1,406	1,490	1,579	1,674
	*Annual report								
	*AGM & Visit								
	*Quarterly report								
Villa Expenses		553.05	601.15	116,286	116,286	123,263	130,658	138,498	146,808
Surplus/(Deficit)				-18	-18	-3,507	-7,310	-11,449	-15,947
			<u>2021/22</u>						
Maintenance Fee	Two Bed Room		-		\$ 553	570.00	587.00	605.00	623.00
	Three Bed Room		-		\$ 601	619.00	638.00	657.00	677.00
Weekly cost		2 Bed room villa			127.62	131.54	135.46	139.62	143.77
		3 Bed room villa			138.69	142.85	147.23	151.62	156.23

SCHEDULE E
ESTIMATED FINANCIAL RETURN FOR ATAWHAI ASSISI HOME AND RETIREMENT VILLAGE

Initial Purchase Price of \$760,000 (2022)		Projected Price at 3% pa increase		
		2 years	5 years	10 years
Selling Price using 3% pa increase		806,284.00	881,048.35	1,052,017.77
Deductions				
Management Fee of 4% pa for the first 5 years of the occupation right agreement	0.00	64,502.72	176,209.57	176,209.57
Deed of Surrender (Legal Fee)	885.00	938.00	1,078.82	1,402.00
Statutory Supervisors Fee	150.00	159.00	182.85	238.00
Half of Valuation Fee (estimate)	368.00	390.00	448.59	538.00
Operator's Sales Administration Fee	3,450.00	3,657.00	4,205.55	5,467.00
Total Deductions		69,646.00	179,967.74	168,564.57
Amount Due to Resident		\$736,637.28	\$701,080.61	\$883,453.20

- The rate of return will be affected by the property market. The 3% return is an estimate only and the rate of return may be less or even a reduction in the initial purchase price for the occupation right agreement depending on market conditions.
- If there is no increase in the value of the occupation right agreement from the commencement date to the termination date of the occupation right agreement, the management fee will still be deducted by the Operator at the rate of 4% pa for the first 5 years of the occupation right agreement.

**SCHEDULE F
ATAWHAI ASSISI HOME AND RETIREMENT VILLAGE**

Code of Resident's 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 your:
 - (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 / 021 0289 1213
Village manager

Louis Fick 07 859 1587 / 027 737 3038
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) Retirement Commissioner
Auckland Office
Level 3, 108 Quay Street, Auckland 1010
P O Box 106-056
Auckland City 1143
Telephone: 09 356 0052
Email: office@cffc.org.nz
Website: www.cffc.org.nz
- (c) 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.