

Occupation right agreement

**Licence to occupy
Studio/Apartment #**

**Wensley House
Richmond, Nelson**

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Part 1 – Introduction and execution

1. Introduction

- 1.1. Wensley House is located at 49 Wensley Road, Richmond, Nelson and is owned by Experion Holdings Wensley Limited.
- 1.2. The Resident has applied to become a resident of the Village and the unit (as specified in Schedule 1) and the Operator has accepted the Resident's application.
- 1.3. This Agreement sets out the terms and conditions that apply to the Resident's Occupation Right, including the Operator's obligations to the Resident, and the Resident's obligations to the Operator.
- 1.4. The Resident confirms that the Resident has received a copy of:
 - 1.4.1. The Disclosure Statement;
 - 1.4.2. The Code of Residents' Rights;
 - 1.4.3. The Code of Practice; and
 - 1.4.4. This Agreement.
- 1.5. The Resident confirms that the Resident has received independent legal advice before signing this Agreement, as certified in the attached certification.

2. Execution

- 2.1. Signed by the Operator

Signed for and on behalf of
Experion Holdings Wensley Limited as
Operator by one of its directors

Director

in the presence of

Signature of witness

Full name of witness

Occupation of witness

City/Town of residence of witness

2.2. Signed by the Resident

	Resident 1	Resident 2
Signature of Resident:	_____	_____
Name of Resident:	_____	_____

in the presence of:

Full name of witness_____
Signature of witness_____
Barrister/Solicitor
Occupation of witness_____
City/Town of residence of witness

Date Resident signed the Occupation Right Agreement: _____

Certificate of lawyer advising client

Section 27(5), Retirement Villages Act 2003

Name of Village: Wensley House

Registration number of Village: 1986925

I, _____, certify that—

1. I explained to RVRESIDENTNAMEFULL1 the general effect of the attached Occupation Right Agreement and its implications before he/she/they signed the Occupation Right Agreement; and
2. I gave the explanation in a manner and in language that was appropriate to the age and understanding of RVRESIDENTNAMEFULL1.

Dated: _____

Signed by:

.....
(Full name of barrister/solicitor)

Street address of law firm:

Postal address of law firm:

Email address of barrister/solicitor:

Telephone number of barrister/solicitor:

Part 2 – Occupation right agreement

Dated:

Parties

Experion Holdings Wensley Limited at Nelson, together with its successors and assigns (**Operator**)

RVRESIDENTNAMEFULL1 (**Resident**)

Background

- A. The Operator has established a retirement village complex known as Wensley House at the property located at 49 Wensley Road, Richmond, Nelson (**Village**).
- B. The Resident has applied to the Operator to occupy a Unit at the Village (**Unit**).
- C. The Resident has supplied certain medical and other information to the Operator, and the Resident has undertaken a needs assessment by the relevant District Health Board or the Operator and any other relevant needs assessments.
- D. On the basis of the information provided to the Operator as referred to in clause C above, the Operator has agreed to issue to the Resident a Licence to Occupy the Unit.

Operative part

1. Definitions and interpretation

- 1.1. **Definitions:** Throughout this Agreement, the following terms shall have the given full meanings:
 - 1.1.1. **Accounting Period** means the period ending on the annual balance date of the Operator in each year.
 - 1.1.2. **Act** or **Retirement Villages Act** means the Retirement Villages Act 2003 (as amended, updated or replaced).
 - 1.1.3. **Additional Services** means the additional services provided to the Resident as specified in Schedule 2, subject to the terms of this Agreement.
 - 1.1.4. **Additional Services Fee** means the fees payable by the Resident for Additional Services provided to the Resident from time to time.
 - 1.1.5. **Administration Fee** means the fee payable by the Resident to the Operator upon termination of this Agreement as specified in Schedule 1, subject to the terms of this Agreement.

- 1.1.6. **Admission Agreement** means the agreement entered into between the Resident and Experion Care NZ Limited for the provision of aged related residential care (if applicable).
- 1.1.7. **Agreement** or **Licence to Occupy** or **Occupation Right Agreement** means this Agreement.
- 1.1.8. **Application Form** means the application form provided by the Resident to the Operator prior to execution of this Agreement.
- 1.1.9. **ARRCS Agreement** means the agreement entered into between Experion Care NZ Limited and the relevant District Health Board for the provision of aged related residential care.
- 1.1.10. **Care Facility** means the rest home care facility situated on the same site as the Village which is owned by the Operator and operated by Experion Care NZ Limited.
- 1.1.11. **Care Services** means the care services provided to the Resident at the Service and Care Option selected by the Resident from time to time from the options described in Schedule 6, subject to the terms of this Agreement.
- 1.1.12. **Care Services Fee** means the fee payable by the Resident for the Care Services provided to the Resident at the applicable Service and Care Option from time to time.
- 1.1.13. **Code of Practice** means the code of practice which is applicable from time to time pursuant to the Act.
- 1.1.14. **Code of Residents' Rights** means the code of residents' rights which is applicable from time to time pursuant to the Act, and which at the date of this Agreement as specified in Schedule 3.
- 1.1.15. **Commencement Date** means the date specified in Schedule 1 of this Agreement.
- 1.1.16. **Community Facilities** means those common areas and community facilities of the Village provided by the Operator from time to time.
- 1.1.17. **Deed of Supervision** means the Deed of Supervision between the Operator and the Statutory Supervisor (as amended, updated or replaced).
- 1.1.18. **Disclosure Statement** means the document titled the "Disclosure Statement" containing information about the Village, in accordance with the Act.
- 1.1.19. **Entry Payment** means the payment made by the Resident to obtain an occupation right in the Unit, including any deposits paid prior to or on the Commencement Date as specified in Schedule 1 of this Agreement.
- 1.1.20. **Exit Payment** means the payment made to the Resident following termination of this Agreement, being the Entry Payment less the Village

Contribution Fee and Administration Fee (as calculated in Schedule 1) and less any other outstanding amounts due by the Resident under this Agreement.

- 1.1.21. **Fair wear and tear** means something that occurs through normal use or is the normal change that takes place with the aging of the property, and many include but is not limited to, any chattels provided by the Operator such as curtains and drapes, fixtures and fittings. Fair wear and tear does not include deterioration attributable to smoking, incontinence, and the use of mobility aids.
- 1.1.22. **GST** means goods and services tax pursuant to the Goods and Services Tax Act 1985 (as amended, updated, or replaced).
- 1.1.23. **Occupation Right** means the Licence to Occupy the Unit granted pursuant to this Agreement.
- 1.1.24. **Operator's Chattels** means the chattels belonging to the Operator including those situated in the Unit, including those as specified in Schedule 7.
- 1.1.25. **Registrar** means the registrar of Retirement Villages appointed under section 87 of the Act.
- 1.1.26. **Resident's Chattels** means any personal items, fittings or apparatus situated or installed in the Unit by the Resident.
- 1.1.27. **Retirement Commissioner** means the Retirement Commissioner appointed under the New Zealand Superannuation and Retirement Income Act 2001.
- 1.1.28. **Rules** means the Operator's rules for the Village, which are subject to change in accordance with this Agreement and which, as at the date of this Agreement, as specified in Schedule 4.
- 1.1.29. **Unit** means a Unit (the subject of this Agreement) to which Care Services are provided to the Resident in accordance with the Service and Care Options available from time to time.
- 1.1.30. **Service and Care Options** means the service and care options available from time to time.
- 1.1.31. **Statutory Supervisor** means Anchorage Trustee Services Limited, or any successor or replacement.
- 1.1.32. **Village Contribution Fee** means the Resident's contribution to the overall Village including (without limitation) the ongoing management and operation of the Village and its Community Facilities, administration costs, sale and refurbishment costs and costs of compliance with any statute, regulation or other lawful obligations in respect to the Village, as specified in Schedule 1.

1.1.33. **Village Outgoings Fee** means the fee payable by the Resident in respect of certain costs relating to the Resident's occupation of the Village and in respect of certain basic costs of operating the Village as determined by the Operator from time to time, including those matters specified in Schedule 5.

1.1.34. **Working Day** means a day of the week other than:

1.1.34.1. A Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday and Labour Day; and

1.1.34.2. A day in the period commencing with 25 December in a year and ending with 2 January in the following year; and

1.1.34.3. If 1 January falls on a Friday, the following Monday; and

1.1.34.4. If 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and

1.1.34.5. If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

1.2. **Interpretation:** In this Agreement, unless the context otherwise requires:

1.2.1. Margin headings are for convenience only and are not intended to form part of this Agreement;

1.2.2. Words implying the masculine gender shall include the feminine; and

1.2.3. Words implying the singular number shall include the plural and vice versa.

2. Occupation right

2.1. The Operator grants to the Resident a Licence to Occupy the Unit upon the terms and subject to the conditions contained in this Agreement.

2.2. The Resident shall upon paying the payments required under clause 5 as required from time to time, and duly and punctually observing the covenants, obligations and provisions in this Agreement and the Admission Agreement (if applicable) on the part of the Resident to be observed and performed, be entitled to a Licence to Occupy the Unit for the life of the Resident or, if there shall be more than one Resident signing this Agreement, the survivor of them, or until this Agreement is terminated in accordance with the provisions of this Agreement.

2.3. The rights granted to the Resident are personal contractual rights, and are not transferable. There are no rights of transmission into the names of the Resident's personal representatives on the death of the Resident.

2.4. Where the Occupation Right Agreement was initially granted to two Residents, then such Agreement is held by the Residents jointly. Upon the death of one joint Resident or the earlier permanent vacation of one joint Resident from the Unit, then

their interest in the Unit automatically transfers to the survivor or the remaining joint Resident.

- 2.5. The Resident is entitled to occupation of the Unit and the use of any Operator's Chattels installed in the Unit including those as specified in Schedule 7 during the term of this Agreement.
- 2.6. The Resident shall have the use (in common with other residents of the Village and all other persons who are authorised by the Operator) of any Community Facilities and services as shall be available within the Village on the terms and conditions as set out in this Agreement.
- 2.7. The rights of the Resident pursuant to this Agreement shall be secured under the first ranking registered Memorandum of Encumbrance held in the name of the Statutory Supervisor on behalf of the Resident and all other occupiers of the units at the Village.
- 2.8. An essential term of this Agreement is that the Resident must select one of the Service and Care Options as specified in Schedule 6 of this Agreement.

3. Commencement and termination of the occupation right

- 3.1. The Commencement Date of the Resident's Occupation Right is as specified in Schedule 1 (unless the Resident has previously terminated this Agreement).
- 3.2. Occupation of the Unit by the Resident shall commence on the Commencement Date provided the Resident has executed this Agreement, an Admission Agreement (if applicable), and paid the Entry Payment (unless otherwise agreed by the Operator).
- 3.3. The termination date for this Occupation Right is the date the Resident's right to occupy the Unit ends, in accordance with clauses 14 and 15 of this Agreement.

4. Rights of cancellation – cooling-off period

- 4.1. The Resident acknowledges that the Resident may cancel this Agreement either:
 - 4.1.1. Without having to give any reason by notice in writing in accordance with the Act, given to the Operator not later than 15 Working Days after the Resident has signed this Agreement; or
 - 4.1.2. If this Agreement relates to a Unit to be built or under construction and to be completed after the date the Resident signs this Agreement, then if the Unit is not finished to the point of practical completion within a period of six months after the proposed date of completion of the Unit (specified in Schedule 1), by the Resident giving notice at any time after the expiry of the six month period.
- 4.2. The notice of cancellation under clause 4.1 must be in writing and must clearly indicate the Resident's intention to cancel this Agreement. Such notice may be given by the Resident or any person authorised to act on behalf of the Resident.
- 4.3. The notice of cancellation must be given to:

- 4.3.1. The Operator;
 - 4.3.2. The salesperson or other person who dealt with the Resident on the Operator's behalf when the Resident signed this Agreement (unless the Operator has notified the Resident that such person has ceased to act on the Operator's behalf);
 - 4.3.3. The Operator's solicitor; or
 - 4.3.4. Any other person who the Operator has notified the Resident is a person authorised to receive communications on the Operator's behalf.
- 4.4. In the event that the Resident has cancelled this Agreement pursuant to clause 4.1, then the Operator will repay the full Entry Payment as specified in Schedule 1 and any other payments made by the Resident for the grant of the Occupation Right. This refund will include any interest earned (less Resident Withholding Tax). The Resident is entitled to receive such refund within 10 Working Days after the date the Operator receives the Resident's notice of cancellation in writing.
- 4.5. If the Resident cancels this Agreement under this clause 4, then the Operator is entitled to reasonable compensation for services provided to the Resident before the cancellation takes effect, and for damage to any unit or facilities in the Village for which the Resident is responsible, and such amounts will be deducted where possible from the amount payable by the Operator to the Resident in respect of the cancellation.

5. Payments – resident's obligations

- 5.1. **Payment of Entry Payment:** The Resident will pay:
- 5.1.1. On signing an Application Form a deposit as specified by the Operator; and
 - 5.1.2. Prior to or on the Commencement Date, the balance of the Entry Payment as specified in Schedule 1 of this Agreement;
- both payments to be upon the terms and conditions set out in this Agreement (and subject to clause 4) and for application by the Operator in such manner as the Operator thinks fit.
- 5.2. **Village outgoings fee:** The Resident shall pay a Village Outgoings Fee to the Operator:
- 5.2.1. The Village Outgoings Fee payable by the Resident shall be notified to the Resident upon execution of this Agreement and as specified in Schedule 1.
 - 5.2.2. The Village Outgoings Fee is payable weekly or fortnightly in advance by automatic payment or at such times and in such manner as the Operator shall from time to time direct. The first of such payments shall be made on the Commencement Date.

- 5.2.3. The Village Outgoings Fee is in respect of certain costs relating to the Resident's occupation as determined by the Operator from time to time, including those matters specified in Schedule 5.
- 5.2.4. The Village Outgoings Fee charged to residents of the Village may be varied by the Operator from time to time subject to prior consultation by the Operator with the residents and the Statutory Supervisor pursuant to the Deed of Supervision.
- 5.2.5. Subject to clause 15 (damage or destruction), the Village Outgoings Fee continues to be payable for the duration of the Agreement. Following termination of this Agreement the Village Outgoings Fee continues to be payable until settlement of a new Occupation Right Agreement in respect of the Unit provided however that the Village Outgoings Fee shall be reduced by 50% if no new Occupation Right Agreement has been entered into for the Unit by the date that is six months after either the termination date or the date the Resident stops living in the Unit and removes all their possessions, whichever is the later.
- 5.2.6. If following termination of this Agreement the Village uses the Unit for its own purposes (including temporary accommodation of an independent third party) then the Resident shall not be liable to pay the Village Outgoings Fee during this period. For the sake of clarity, it is acknowledged that the Operator shall be entitled to rental (if any) received during this period.
- 5.3. **Care services fee:** The Resident shall pay to the Operator a Care Services Fee:
 - 5.3.1. Upon signing an Application Form, the Resident must select one of the Service and Care Options as specified in Schedule 6.
 - 5.3.2. If the initial Care Services provided by the Operator to the Resident form part of the ARRCs Agreement, the Resident must execute an Admission Agreement prior to the Commencement Date of this Agreement.
 - 5.3.3. The initial Service and Care Option selected by the Resident is specified in Schedule 1. Upon signing an Application Form, the Operator will notify the Resident of the initial Care Services Fee payable. Where the Occupation Right Agreement is initially granted to two Residents, the Care Services Fee payable by the Residents shall be at such rate as shall be notified by the Operator, in consultation with the Resident.
 - 5.3.4. The Resident shall pay to the Operator the Care Services Fee in consideration for the provision of the Care Services by the Operator to the Resident. The Care Services Fee is payable weekly or fortnightly in advance by automatic payment or at such times and in such manner as the Operator shall from time to time direct.
 - 5.3.5. The Care Services Fee payable by the Resident (as specified in Schedule 1 of this Agreement) may be varied by the Operator from during the term of this Agreement, taking into account the costs of providing such care services to the Resident) by giving the Resident at least one calendar

month's notice in writing, or in accordance with the review procedures contained in the ARRCs Agreement (if applicable).

- 5.3.6. The Resident may in consultation with the Operator at any time request a change to the Service and Care Option being provided to the Resident. The Operator will confirm the applicable Care Services Fee to the Resident at the time the request is made by the Resident. The Operator may vary the level of care made available to the Resident during the term of this Agreement. The Resident agrees that the Operator may consult with the Resident's regular medical practitioner in determining the level of care to be made available to the Resident.
- 5.3.7. The Operator will consult with the Resident prior to any change in the Care Services Fee or the level of care provided to the Resident and in accordance with the Code of Practice and the review procedures contained in the ARRCs Agreement (if applicable).
- 5.3.8. If any change in the Service and Care Option amounts to Care Services being provided by the Operator to the Resident which form part of the ARRCs Agreement, the Resident must execute an Admission Agreement within 5 working days following the change to the Care Services being provided to the Resident. The Admission Agreement will not replace this Agreement and this Agreement will prevail in the event of a conflict between this Agreement and the Admission Agreement.
- 5.3.9. Subject to clause 15 (damage or destruction), the Care Services Fee continues to be payable for the duration of this Agreement. The Care Services Fee continues to be payable by the Resident to the Operator until the date the Resident has permanently vacated the Unit.
- 5.4. **Additional services fee:** The Resident shall pay to the Operator an Additional Services Fee provided:
 - 5.4.1. In addition to any other payment under this Agreement, the Resident shall pay to the Operator fees relating to any Additional Services provided to the Resident (as specified in Schedule 2) being services which are not included in the Village Outgoings Fee or Service and Care Option selected by the Resident from time to time. The fee for such Additional Services may vary during the term of this Agreement and shall be made available by the Operator to the Resident from time to time upon request.
 - 5.4.2. The Resident shall pay the Operator such Additional Services Fee upon receipt of an invoice from the Operator.
 - 5.4.3. The Operator shall only charge the Resident for any Additional Services for any Additional Services provided up to the date the Resident has permanently vacated the Unit
- 5.5. **Village contribution fee – payment following termination:** The Village Contribution Fee is the Resident's contribution to the overall Village including (without limitation) the ongoing management and operation of the Village and its

Community Facilities, administration costs, sale and refurbishment costs and costs of compliance with any statute, regulation or other lawful obligations in respect to the Village. Subject to clause 15.10, on termination of this Agreement, the Resident shall pay to the Operator the Village Contribution Fee calculated in the manner specified in Schedule 1.

- 5.6. **Administration fee – payment following termination:** Subject to clause 15.10, on termination of this Agreement, the Resident shall pay to the Operator an Administration Fee calculated in the manner specified in Schedule 1.
- 5.7. **Resident outgoings and utility charges:** The Resident shall be responsible for the following outgoings and utility charges in respect of the Unit (except where those charges are included in the Village Outgoings Fee, Care Services Fee and Additional Services Fee):
 - 5.7.1. The payment for all charges for electricity and other utilities or services separately metered for the Unit;
 - 5.7.2. The payment of all charges for the telephone in the Unit including installation, toll charges and hire charges payable in respect of the telephone;
 - 5.7.3. The payment of all utility charges relating to the Resident's individual television broadcasting charges, satellite, cable TV, and charges relating to internet communications in the Unit;
 - 5.7.4. The payment of all insurance premiums and other payments and for doing all things required to maintain insurance cover in respect of the Resident's Chattels and the Resident's vehicle (if any); and
 - 5.7.5. Doctor's charges, prescription charges and other medical and pharmaceutical charges rendered to the Resident.
- 5.8. **Resident's legal and other costs:** Each party shall pay their own costs (including legal costs) in relation to the preparation and execution of this Agreement, the termination of this Agreement and the transactions contemplated in this Agreement provided however that the Resident shall pay the Operator's costs of and incidental to the enforcement or attempted enforcement of the Operator's rights remedies and powers under this Agreement.
- 5.9. **GST:** All charges for Services provided to the Resident are GST inclusive (unless otherwise stated).
- 5.10. **Continuing obligation and default interest:** The Resident shall duly and promptly pay to the Operator each and every payment required to be made under this Agreement provided that, if default is made in payment of such amount for seven days after the same is due, interest shall be payable on such amount from the due date as provided in clause 20 of this Agreement.
- 5.11. **Government subsidy payments:** In the event that the Resident is (or becomes) entitled to assistance by a Government subsidy payment, then the Operator may agree in its discretion to accept the Government subsidy in respect to any of the

payments due by the Resident to the Operator. The Operator shall at all times comply with the provisions of the ARRCs Agreement (if applicable). The Operator shall not charge the Resident for services covered by part or all of the Village Contribution Fee, Administration Fee, Village Outgoings Fee or Care Services Fee to the extent that they are also covered by the Government subsidy payment, provided however that the Operator is entitled to charge the Resident for costs relating to the Resident's accommodation that are not covered by the Government subsidy payment.

6. Privacy authorisation

- 6.1. In order to check the Resident's continued suitability to occupy the Unit and for Village administration purposes, the Operator will need to collect and hold relevant personal information about the Resident and, in particular, relating to the Resident's physical and mental health.
- 6.2. The Resident hereby authorises the Operator to collect the relevant personal information about the Resident from any relevant agencies, in particular any health agencies who possess health information relating to the Resident, and the Resident authorises any agency to disclose such relevant information, in accordance with the provisions of the Privacy Act 1993 and the Health Information Privacy Code 1994. For the purposes of this clause, "health agency" and "health information" shall have the meaning given to those terms in clause 3 of the Health Information Privacy Code 1994.
- 6.3. During normal business hours, the Resident shall have the right to access the Resident's personal information held by the Operator and to require the Operator to correct any errors in that personal information.

7. Representations

- 7.1. If the Resident has supplied the Operator with reports and/or information in connection with their application to enter into this Occupation Right Agreement, the Operator has agreed to enter into this Agreement with the Resident on the basis of such reports and/or information.
- 7.2. The Resident warrants that all statements made by the Resident in such reports and/or information are correct.
- 7.3. The Resident acknowledges that their age and health statements are the basis of this Agreement and any material omission or misrepresentation made by the Resident is a material breach of this Agreement to which clause 14.1.3 shall apply.

8. Resident's covenants and obligations

- 8.1. The Resident hereby covenants and agrees with the Operator as follows:
 - 8.1.1. **Use of the Unit:** To use the Unit for the purposes of a residence for the Resident, subject to the Operator's right to access the Unit in accordance with clause 8.1.13. The rights of the Resident under this Agreement are personal to the Resident and are of a contractual nature only.

- 8.1.2. **Not to charge or mortgage:** This Agreement does not entitle the Resident to any proprietary interest in or charge over the Unit or the properties or assets of the Operator nor does this Agreement constitute an interest in land nor a lease. The Resident is not entitled to register a caveat or mortgage or otherwise encumber the underlying titles to the Village. The Resident may not grant a security interest over the Exit Payment due to the Resident on termination of this Agreement.
- 8.1.3. **No alterations:** Not to alter or cause or permit to be altered the Unit or any part of the Unit without the prior written consent of the Operator and not to erect or construct over the Unit any radio or TV aerial, antennae or satellite dish without the prior written consent of the Operator (subject to clause 9.5 (alterations for resident with disabilities)).
- 8.1.4. **Consider other residents:** To have at all times consideration for other residents in the Village and not to do or permit or suffer to be done any act which may be or grow to be a nuisance or annoyance or disturbance to other residents in the Village or to the Operator and its agents. The Resident also agrees to comply with the Resident's obligations under the Code of Residents Rights (specified in Schedule 3 or its replacement or amendment).
- 8.1.5. **Care of the Unit and operator's chattels:** To ensure care of the Unit and the Operator's Chattels as follows:
- 8.1.5.1. The Resident shall at all times keep and maintain the interior of the Unit and the fixtures, fittings and apparatus and the Operator's Chattels contained in the Unit in a proper tidy, clean and sanitary and (where appropriate) working order and condition. At the termination of this Agreement the Resident shall leave the Unit and the Operator's Chattels in the like repair, order and condition it was at the Commencement Date of this Agreement (fair wear and tear and damage by fire, tempest and earthquake, inevitable accident or act of God excepted);
 - 8.1.5.2. The Resident shall not effect such repairs nor use the services of any tradesperson or other person to maintain or repair the Unit without the prior written consent of the Operator. The Operator may make arrangements for all such repairs and maintenance to be carried out and will charge the Resident accordingly unless the cost is properly payable by some other person. The costs of any internal repairs, painting or redecoration (excluding fair wear and tear) required as a result of any damage, loss or injury caused to the Unit by the Resident including negligent use or omission may be recovered by the Operator from the Resident;
 - 8.1.5.3. The Resident shall replace at the cost of the Resident all batteries, mirrors, light shades and power elements in the Unit as reasonably required; and

- 8.1.5.4. On termination of this Agreement and following vacation of the Unit and removal of the Resident's Chattels and all of the Resident's belongings, the Operator may in its discretion arrange, at its cost, for a person suitably qualified with building experience to carry out an assessment of the Resident's liability under this Agreement for maintenance and repair work to the interior of the Unit and the Operator's Chattels. The Operator will consult with the Resident on the extent and cost of any required maintenance and repairs (excluding fair wear and tear) and will arrange for a contractor to carry out such work in a prompt and efficient manner. If the Resident does not approve the extent and/or cost of any required maintenance and repairs, the Operator will engage an appropriate contractor to make a determination on the issue in dispute, and the cost of engaging such person will be borne by the Resident. The Resident will permit the Operator and its contractor to enter the Unit to carry out the work and the cost of such work (as approved by the Resident or determined as aforesaid) shall be deducted from the Exit Payment payable by the Operator to the Resident.
- 8.1.6. **Laundry:** Not to hang any clothes, washing, bedding, towels or other items outside, or from a balcony of a Unit or any common property other than on parts of the common property designated by the Operator as washing line areas.
- 8.1.7. **No dangerous, heavy or unsuitable equipment:** The Resident shall not bring into the Unit (or the buildings of which the Unit forms part):
- 8.1.7.1. Any unsuitable furniture, electrical or electronic equipment, liquid or other substances which may in the opinion of the Operator be injurious to the safety, health or convenience of other residents in the Village and the Operator may at any time require the Resident to remove any such unsuitable furniture, electrical or electronic equipment, liquid or other substances notwithstanding any previous approval that may have been given by the Operator; and
- 8.1.7.2. Any dangerous weapons or firearms without the prior written consent of the Operator whose consent may be granted, refused or withdrawn in the Operator's sole discretion.
- 8.1.8. **No assignment:** Not to assign, sublet or part with possession or occupation of the Unit or any part thereof or of the Operator's Chattels without the prior written consent of the Operator, whose consent may be granted, refused or withdrawn in the Operator's sole discretion.
- 8.1.9. **No other persons in unit:** Not to permit any other person or persons to reside in the Unit without the prior written consent of the Operator, whose consent may be granted, refused or withdrawn in the Operator's sole discretion.

- 8.1.10. **Carer:** Not to have a person stay in the Unit with the Resident as a caregiver or carer for the Resident without the prior written consent of the Operator, whose consent may be granted, refused or withdrawn in the Operator's sole discretion.
- 8.1.11. **Animals or birds:** Not to keep or permit to be kept any animal or caged bird in or about the Unit or Village without the prior written consent of the Operator whose consent may be granted, refused or withdrawn in the Operator's sole discretion.
- 8.1.12. **Rubbish:** Not to deposit any refuse or rubbish on any part of any buildings on the land or grounds of the Village except in proper containers and in the area set aside for that purpose by the Operator.
- 8.1.13. **Access by operator:** The Resident will permit the Operator access to the Unit as follows:
- 8.1.13.1. To permit the Operator at all times, together with its agents servants and invitees, unrestricted access to enter upon the Unit for the purpose of giving assistance or care to the Resident; and
 - 8.1.13.2. To permit the Operator at all reasonable times, together with its agents, servants and invitees, to enter upon the Unit for the purpose of inspecting the Unit, or of carrying out any necessary or (in the Operator's opinion) desirable repairs or alterations but in so doing the Operator shall cause as little disturbance as possible to the Resident. Wherever practicable the Operator shall give to the Resident 24 hours prior written notice of its intention to enter upon the Unit for such inspections, repairs or alterations.
- 8.1.14. **Not void insurance:** Not to do, permit or suffer at any time while the Resident occupies the Unit any act, matter or thing whereby any insurances in respect to the Village or to the Unit may be vitiated or rendered void or voidable or (except with the approval in writing of the Operator) where the rate of premium of any insurance shall be liable to be increased.
- 8.1.15. **Update information:** To keep the Operator informed of the name, address and telephone number of the Resident's legal representative or next of kin.
- 8.1.16. **No smoking:** Not to smoke in the Unit or any of the Community Facilities of the Village.
- 8.1.17. **Rules of village:** To agree and abide by the Rules (if any) and such other rules or regulations as may from time to time be adopted or established by the Operator for the proper management of the Village or as required by the Act or any legislation and to agree to and abide by such reasonable amendments modifications and changes of such Rules and/or regulations as may be adopted or established by the Operator provided however that:

8.1.17.1. Such Rules shall not detract from the rights of the Resident under this Agreement; and

8.1.17.2. The Rules and any changes to the Rules will be notified to the Resident before the Resident is obliged to observe them.

8.1.18. **Enduring powers of attorney:** To execute and keep in force an Enduring Power of Attorney for Property and an Enduring Power of Attorney for Personal Care and Welfare (as defined by the Protection of Personal and Property Rights Act 1988 as amended, updated or replaced) prior to the Commencement Date.

8.1.19. **Current will:** To make provision for the final disposal by the Resident's executor of all furniture and possessions and for payment of funeral expenses in a legal will to be made before the Commencement Date.

8.1.20. **Resident's personal necessities:** The Resident shall provide suitable and sufficient clothing and personal necessities at the Resident's own expense.

8.1.21. **Services when resident absent:** If the Operator is required by this Agreement to furnish, supply or give the Resident support, Care Services, meals, or Additional Services, then such obligation shall not apply while the Resident is absent from the Village.

8.1.22. **No third party provider:** To use the services provided by the Operator for the Resident (including Care Services and Additional Services) and the Resident further covenants that they will not use any services from any third party provider unless, firstly, the Operator is unable to arrange to provide the Resident with the service required by the Resident, and secondly, unless the Operator has consented in writing to the provision of such service.

8.1.23. **Resident's insurance:** The Resident is not required to hold their own contents insurance policies, however the Operator recommends that the Resident obtains and maintains such an insurance policy to cover risks of loss or damage of the Resident's Chattels and belongings. The Resident shall arrange insurance cover for their vehicles (if any). The Resident may also wish (but is not obliged) to include in their insurance policy provision for temporary accommodation and facilities in the event of damage or destruction of the Unit.

Irrespective of cause, the Operator will have no responsibility, under any circumstances, for loss or damage to any of the Resident's Chattels, belongings or vehicles.

8.1.24. **Insurance excess:** The Resident agrees to reimburse the Operator for the excess payable on any insurance claims made against the Operator's insurance policies held by the Operator in relation to the Unit, the Operator's Chattels or any part of the Village, where such insurance claim arises out of negligent, deliberate or wilful damage by the Resident or their invitees to the Unit, the Operator's Chattels or any other part of the Village,

and shall also upon request, reimburse the Operator in full where such loss or damage is not covered by the Operator's insurance.

- 8.1.25. **Material changes:** Disclose material changes to Resident's health or circumstances to the Operator during the term of this Agreement.

9. **Obligations of the operator**

- 9.1. **General – operation of the village:** The Operator hereby covenants and agrees with the Resident as follows:

- 9.1.1. To undertake the day to day management of the Village; however, the Operator may contract with third parties to manage the Village and to provide services (including Care Services and Additional Services) to residents of the Village;
- 9.1.2. To use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently and in the performance of the Operator's powers, functions and duties;
- 9.1.3. To provide those services the subject of the Village Outgoings Fee to the Resident, while the Resident remains in the Unit and
- 9.1.4. To provide any Additional Services that the Operator has agreed to provide to the Resident in accordance with this Agreement provided however that the Operator may withdraw or change Additional Services upon reasonable notice to the Resident.

- 9.2. **Village maintenance and provision of utilities:** The Operator hereby covenants and agrees with the Resident as follows:

- 9.2.1. To supply the Unit with standard connections for water, telephone, television, electricity and/or gas provided however that the Operator shall not be responsible for any failure in the provision or maintenance of utility services for any reason. The Resident shall pay for the actual costs of usage as indicated in clause 5.7 of this Agreement (where separately metered);
- 9.2.2. To maintain and keep in good and respectable tidy operational order and condition the Community Facilities including gardens, trees and shrubs of the Village;
- 9.2.3. That the Operator will, in respect of the Village as a whole, including the Unit, arrange and maintain a comprehensive replacement insurance policy covering the Village for usual risks, including damage or destruction by fire, accident or natural disaster, and covering any other insurable risk which the Operator may consider desirable, in its interests or in the interests of residents of the Village. Such insurance shall be to the satisfaction of the Statutory Supervisor. The Operator shall ensure that the insurance valuation of the Village is updated as often as required by the insurance policy. The Operator shall pay all related insurance premiums provided however that the Operator shall not be required to arrange insurance cover in respect to the Resident's Chattels and vehicle (if any), as referred to in

clause 8.1.23 of this Agreement. The Village insurance policy shall at all times comply with the Code of Practice and Deed of Supervision. The Operator shall provide a copy of the Village insurance certificate of currency upon request to the Resident;

- 9.2.4. To duly and punctually pay all rates, taxes and maintenance costs in respect of the land and buildings of the Village;
- 9.2.5. To maintain, repair and paint the exterior of the Unit when reasonably required;
- 9.2.6. To make and adhere to a long term plan for maintaining and refurbishment of the Village and the Community Facilities;
- 9.2.7. To keep the exterior and interior of all buildings (except the interior of the Units) situated within the Village together with the Community Facilities and grounds of the Village in a good and proper state of repair, order and condition;
- 9.2.8. To maintain all carpets, floor coverings, fixtures, fittings and apparatus provided by the Operator in the Village (except where the Resident is responsible for interior maintenance of the Unit pursuant to clause 8.1.5);
- 9.2.9. To provide full and appropriately qualified and experienced staff for the operation of the Village;
- 9.2.10. To have and maintain a process for reviewing the safety and personal security of residents in the Village;
- 9.2.11. To have and maintain an adequate fire protection and emergency management policy and systems for the residents; and
- 9.2.12. To comply with the provisions of the Code of Practice concerning maintenance of the Village.
- 9.3. **Provision of service and care options:** To provide to the Resident such Care Services in accordance with the Service and Care Option agreed between the Operator and the Resident during this Agreement (subject to clause 5.3). The Operator is not required to provide such Care Services in the event the Resident is absent from the Village.
- 9.4. **Right to courtesy/code of residents' rights:** To comply with the Code of Residents' Rights and to treat the Resident with respect and courtesy and not to exploit the Resident.
- 9.5. **Alteration of unit for resident with disabilities:** If a Resident suffers from a disability after taking possession of the Unit to the extent that alterations need to be made to the interior of the Unit to meet the Resident's needs, then the Resident has the right to request that the Operator carry out such alterations on the basis of the following:

- 9.5.1. The prior written consent of the Operator has been given to the alterations on such terms in the Operator's sole discretion as the Operator will advise the Resident;
- 9.5.2. Such alterations shall comply with all applicable Statutes and Local Authority requirements;
- 9.5.3. That the alterations can be carried out so as to cause minimal disturbance to other residents of the Village;
- 9.5.4. All costs associated with the alterations are payable by the Resident;
- 9.5.5. On termination of this Agreement, the Operator reserves the ability to reinstate the Unit to its original condition and all costs of such reinstatement (including costs of Statutory and Local Authority Compliance) shall be payable by the Resident; and
- 9.5.6. The Operator can decide not to reinstate the Unit and in such case, the Resident shall not be entitled to any compensation for such alterations, and the Resident may be required by the Operator to make a payment to reflect any reduction in the value of the Unit by such alterations.

9.6. **Financial reporting:** The Operator hereby covenants:

- 9.6.1. On request by the Resident, to give to the Resident, free of charge, a copy of the audited financial statements of the Operator or the Village under the Financial Reporting Act 2013 (as amended, updated or replaced).

It is acknowledged that this clause 9.6.1 shall survive termination of this Agreement to apply in relation to a former resident until such former resident is paid the Exit Payment (less the deductions (if any) for which this Agreement provides).

- 9.6.2. The Operator shall, at the start of each Accounting Period prepare a statement forecasting for the period:

- 9.6.2.1. The operating expenditure relating to the Village;
- 9.6.2.2. All expenditure relating to the Village (including amounts repayable to residents, former residents, and their estates);
- 9.6.2.3. All income relating to the Village;
- 9.6.2.4. The amounts of the operating expenditure that must be met by the residents of the Village; and

the Operator shall give a copy of the statement to each resident of the Village within three months of the start of the Accounting Period.

9.7. **Meetings of residents:** The Operator shall call a meeting of the residents of the Village in the circumstances and for the purposes as described below:

Item	Circumstances	Purpose
1	Within six months after the end of an Accounting Period for which financial statements must be prepared for the Operator or the Village.	Considering the financial statements.
2	There is a Statutory Supervisor of the Village and the meeting has been requested by the Statutory Supervisor or by at least 10% of the residents of the Village.	Giving the Statutory Supervisor the residents' opinions or directions relating to the exercise of the Statutory Supervisor's powers.
3	There is not a Statutory Supervisor of the Village and the meeting has been requested by at least 10% of the residents of the Village.	Giving the Operator the residents' opinions or directions.
9.7.1.	All meetings shall be called by way of written notice to the residents of the Village in accordance with section 106 of the Act which shall be given to the residents at least 10 Working Days prior to the meetings;	
9.7.2.	The meetings must be chaired by a person appointed by the Statutory Supervisor, or appointed by the majority of the residents of the Village who are at the meeting if there is no appointed Statutory Supervisor; and	
9.7.3.	The Operator at the meeting must give the Resident, orally or in writing, information that relates to the affairs of the Village and has been requested with reasonable notice by a resident of the Village.	

10. Mutual covenants

10.1. The Operator and the Resident hereby mutually covenant and agree:

- 10.1.1. In the event of the death or relocation of the Resident the expense thereof shall be paid by the Resident or his or her executor or other representative. The Resident's Chattels and belongings must be removed from the Unit in accordance with clause 14.2.2. If the Resident's Chattels and belongings are not removed by the required date, the Operator shall thereafter use reasonable care in safeguarding the Resident's Chattels and belongings and shall have the right to remove and store it at the Resident's cost.
- 10.1.2. The Operator shall not be liable to the Resident or any other person for any water damage caused either by the overflow of water supplied to any part of the Village or to any Unit or for rainwater entering the Unit unless, in the case of rainwater damage, the Operator has received prior written notice of any defect or want of repair in the roof of the Unit and has failed to remedy the same within seven days of such notice.
- 10.1.3. The Resident will and does hereby indemnify the Operator from and against all actions, claims, demands, losses, damages, costs and expenses for which the Operator shall or may be or become liable in respect of or arising from:

- 10.1.3.1. Negligent use, misuse, waste, abuse, or omission by the Resident or any agent, or any other person claiming through or under the Resident of the water, gas, electricity, lighting and other services and facilities of the Unit;
- 10.1.3.2. Overflow or leakage of water (including rain water) in or from the Unit but having origin within the Unit caused or contributed to by any act or omission on the part of the Resident or the Resident's agents or other persons as aforesaid;
- 10.1.3.3. Loss, damage or injury from any cause whatsoever to property caused or contributed to by the use of the Unit by the Resident or any of the Resident's agents or other person as aforesaid;
- 10.1.3.4. Loss, damage or injury from any cause whatsoever to property within or without the Unit occasioned or contributed to by any act, omission, neglect, breach or default of the Resident or Resident's agents or other persons as aforesaid; or
- 10.1.3.5. Actions commenced by or against the Resident to which the Operator shall without any fault on its own part be made a party.
- 10.1.4. No waiver by the Operator of one breach of any covenant, obligation or provision in this Agreement contained or implied shall operate as a waiver of another breach or of any other covenant, obligation or provision in this Agreement.
- 10.1.5. Arrangements and authorities regarding the admission of other residents of the Village and the termination of their occupancies and the adjustment of their Village Outgoings Fee, Care Services Fee and Additional Services Fee and accommodation shall be vested in the Operator, and the Resident shall not have the right to object to such admission, terms of occupancy or termination of occupancy of any other Village resident.

11. Consultation and notification

11.1. Consultation: The Operator will consult with the residents of the Village:

- 11.1.1. Regarding any proposed changes in:
 - 11.1.1.1. The services and benefits the Operator provides;
 - 11.1.1.2. The payments made by the residents; and
 - 11.1.1.3. The Rules of the Village or any other matters that will or might have a material impact on the residents' occupancy or ability to pay for the services and benefits the Operator provides.
- 11.1.2. Before selling or disposing of its interest in the Village, and such consultation will take place at a time directed by the Statutory Supervisor or if there is no Statutory Supervisor then a reasonable time before completion of the transaction.

11.1.3. Before appointing a new manager.

11.2. **Notification:** The Operator will promptly notify:

11.2.1. The Resident regarding any matter that would or might have a material impact on the Resident's:

11.2.1.1. Occupation Right, or rights to quiet enjoyment; or

11.2.1.2. Payments in consideration of the Resident's Occupation Right or rights to services and/or facilities within the Village.

11.2.2. The Statutory Supervisor and (if the Statutory Supervisor directs) the Resident, subject to the terms of the Deed of Supervision, of:

11.2.2.1. Any proposal by the Operator to develop or redevelop any part of the land on which the Village is situated or to acquire any nearby land for development;

11.2.2.2. Any notice the Operator receives from the Registrar suspending the registration of the Village;

11.2.2.3. Any request by the Operator to the Registrar for cancellation of the registration of the Village;

11.2.2.4. Any decision by the Registrar to exempt the Operator from the requirement to appoint a Statutory Supervisor;

11.2.2.5. The appointment of a new Statutory Supervisor;

11.2.2.6. Any decision by the Registrar to exempt the Operator from the requirement to comply with a provision of the Code of Practice;

11.2.2.7. Any proposal by the Operator to increase its borrowings or liabilities secured over any part of the Village;

11.2.2.8. Any actual or threatened action by a creditor, mortgagee, or charge holder in respect of the Village against the Operator in respect of that person's security or any sum over \$1,000.00;

11.2.2.9. Any decision by an insurer to refuse to insure the Village or any part of it;

11.2.2.10. Any actual or threatened legal proceedings against the Village that affect the Resident's interests; or

11.2.2.11. Any action by a creditor to put the Operator or the Village in receivership or liquidation.

12. Code of practice

- 12.1. The Operator will meet the requirements of the Code of Practice applicable to the Village. The Operator will have and maintain written policies and procedures in regard to the following matters:
 - 12.1.1. Staffing of Village;
 - 12.1.2. Safety and personal security of residents;
 - 12.1.3. Fire protection and emergency management (including access for people with disabilities);
 - 12.1.4. Transfer of residents within the Village;
 - 12.1.5. Meetings of residents with the Operator;
 - 12.1.6. The Village complaints facility;
 - 12.1.7. Accounts;
 - 12.1.8. Maintenance and upgrading;
 - 12.1.9. Termination of this Agreement; and
 - 12.1.10. Communication in the event that English is a second language to the Resident or if the Resident's ability to communicate is limited.
- 12.2. The Operator will comply with the Code of Practice as applicable, in providing to the Resident copies of the following:
 - 12.2.1. The written policies and procedures in relation to the "safety and security of residents" and the "fire protection and emergency management";
 - 12.2.2. The evacuation procedure;
 - 12.2.3. The minutes of all Village's annual general meetings and special general meetings; and
 - 12.2.4. The Village complaints procedure.
- 12.3. Upon request, the Operator will provide the Resident with copies of the written policies referred to in clause 12.2.1, the fire and evacuation drill records, a certificate of currency relating to the Village insurance policy, and a current version of the Village Rules (if any).

13. Dispute resolution, complaints facility

- 13.1. The Operator will operate a complaints process in accordance with the Act and the Code of Practice for dealing with issues and complaints by residents and shall ensure clear access by the residents to the Operator and to the Statutory Supervisor.
- 13.2. The Operator shall operate and make known to the residents of the Village a written process to be followed when dealing with complaints about the Operator or about

other residents in the Village. The Operator and the residents shall comply with the dispute resolution process set out in the Act and the Code of Practice.

14. Termination

14.1. This Agreement shall terminate on the occurrence of any of the following:

14.1.1. **Termination by resident:** The Resident may terminate this Agreement for any reason and at any time by giving a minimum of one calendar month's prior notice in writing to the Operator advising of the Resident's intention to vacate the Unit and terminate this Agreement.

14.1.2. **Resident's health:** The Operator may terminate this Agreement by written notice if based on a medical assessment:

14.1.2.1. The Resident has become so physically or mentally ill or enfeebled that the Resident or other residents cannot live safely in the Village; or

14.1.2.2. The Resident has become affected with a condition or a dangerous infectious or contagious disease for which the Operator is not permitted or equipped to provide care.

The medical assessment will be obtained by the Operator (provided that the medical practitioner in the first instance shall be the Resident's regular medical practitioner or otherwise may be another medical practitioner appointed by the Operator who is independent of the Operator) and such practitioner shall have certified that the Resident's physical or mental health is such that the Resident cannot live safely in the Unit or other residents cannot live safely in the Village.

The medical practitioner shall take account of the care and facilities offered by the Village. All costs and expenses so incurred shall be the sole responsibility of the Resident.

The Operator agrees:

- (a) To give the Resident 14 days' notice of its intention to require the Resident to have a medical assessment;
- (b) To consult with the Resident, their family or appointed representative where appropriate; and
- (c) To allow the Resident to obtain a second opinion at their cost and present this to the Operator within seven days of the Resident being advised of the assessment obtained (as referred to above);

provided that the Operator has complied with obligations in this clause 14.1.2 and the circumstances giving rise to the right to terminate have not changed, then the Operator can, at its option, give not less than one month's written notice of termination.

14.1.3. **Breach of agreement by resident:** The Operator may terminate this Agreement by written notice in the event that:

14.1.3.1. **Breach:** The Resident is in breach of any one or more of the Resident's obligations under this Agreement, such breach by the Resident to be a material breach (or has become a material breach because it continues) and the Operator has notified the Resident in writing of its intention to terminate the Agreement unless the breach is remedied within at least one month of such notice having regard to the nature and extent of the breach and the Resident has failed to remedy the breach; or

14.1.3.2. **Resident abandons the unit:** The Operator has made reasonable enquiries and determined that the Resident has permanently abandoned the Unit and the Operator has given the Resident notice in writing of its intention to terminate the Agreement unless the Resident reoccupies the Unit within one month of such notice and the Resident has failed to reoccupy the Unit in that time.

14.1.4. **Death of resident:** This Agreement is automatically terminated on the death of the Resident, or if there shall be more than one Resident signing this Agreement, the survivor of them.

14.1.5. **Serious harm to unit, community facilities or other persons:** The Operator may terminate this Agreement by written notice if the Resident has caused or permitted or is highly likely to cause or permit:

14.1.5.1. Serious damage to the Unit or Community Facilities or damage which becomes serious because it continues;

14.1.5.2. Serious injury or harm to the Operator or another Resident, or an employee or guest of the Operator or the Resident; and

the Operator has taken into account the nature and extent of the damage, injury or harm, and the Operator has notified the Resident of the Operator's intention to terminate the Agreement unless such damage, injury or harm is remedied in a specified time (that is reasonable in the circumstances), and the Resident has failed to remedy the damage, injury or harm within the time specified by the Operator.

14.1.6. **Damage or destruction:** In the event of damage or destruction of Unit or Village then clause 15 shall apply.

14.2. Upon the termination of this Agreement:

14.2.1. The Resident shall vacate the Unit upon termination of this Agreement. The Resident shall have no further rights to the Unit or the Village from the date of termination (other than payment of the Exit Payment as specified in Schedule 1).

- 14.2.2. The Resident shall on the termination of this Agreement (including termination due to death of the Resident), within 5 Working Days of termination of this Agreement, remove all the Resident's Chattels and belongings brought by the Resident into the Unit. If the Resident fails to do so in accordance with this timeframe, the Operator may at the expense and risk of the Resident remove the Resident's Chattels and place them into storage.
- 14.2.3. If the Resident does not remove the Resident's Chattels from the Unit or storage within three weeks of termination of this Agreement the Operator may at its option sell the Resident's Chattels and belongings in the Unit and the sale proceeds, after deduction of expenses of removal, storage and sale, shall be paid to the Resident. The Operator shall not exercise the power of sale without first giving to the Resident seven days prior written notice of the Operator's intention to sell. The Operator shall not be liable for any loss or damage incurred in respect of the removal, storage or sale of the Resident's Chattels.
- 14.2.4. The Operator may repair and make good (at the expense of the Resident) all damage which may be done to the Unit by the removal of such Resident's Chattels and belongings.
- 14.2.5. Subject to clause 15, notwithstanding the Resident vacates the Unit, the Resident shall continue to pay the Village Outgoings Fee as specified in clause 5.2.5 and all charges accruing to the date the Unit is vacated by the Resident (and all the Resident's Chattels are removed).
- 14.2.6. In the event of this Agreement being terminated for any reason (except in those circumstances described in clause 15) the Operator shall take all such steps as are necessary to obtain as soon as possible after the date of termination the grant of a new Occupation Right Agreement on such terms and conditions as the Operator shall determine provided however that the Operator shall comply with the requirements of the Act and the Code of Practice.
- 14.2.7. The Resident is entitled to introduce a prospective resident for the Unit at any time during the term of this Agreement or on termination provided however that the Operator is not obliged to accept any prospective resident who does not meet the normal entry criteria and conditions for the Village.
- 14.3. Following termination, the Exit Payment shall be payable to the Resident as follows:
 - 14.3.1. Subject to clause 15 (damage and destruction) the Operator shall pay to the Resident or his or her executor or other representative the Exit Payment due in accordance with the provisions of Schedule 1, less any monies outstanding under this Agreement (including any outstanding Village Outgoings Fee, Care Services Fee, Additional Services Fee and outstanding outgoings and utility charges, any costs of repairs of the Unit (clause 8.1.5) and any other payments due to the Operator pursuant to this Agreement).

- 14.3.2. Payment to the Resident will be no later than five Working Days following the day on which the Operator shall settle the issue of a new Occupation Right Agreement for the Unit and shall have received the new Entry Payment for the Unit in terms of the new Occupation Right Agreement provided however that with the written agreement of the Resident and the Operator, an amount less than that due in accordance with the provisions of Schedule 1 may be repaid to the Resident at such time and upon such conditions as the parties shall mutually agree.
- 14.3.3. The Resident acknowledges and agrees that the Operator will not receive payment for the new Occupation Right Agreement until such payment is released to the Operator by the Statutory Supervisor pursuant to the Deed of Supervision which is subject to the expiration of the cooling off period specified in the Act.
- 14.3.4. Where this Agreement has been granted to two Residents who have both signed this Agreement no repayment shall be made until both such Residents shall have terminated their Agreement with the Operator in accordance with this Agreement. The Operator may at all times deal with the Resident last in occupation or his or her personal representatives or the survivor of such Residents where two Residents have both signed this Agreement, the Operator not being obliged to ascertain or be deemed to have had any notice as to the proportions of the Exit Payment made available to either Resident or such other person in such circumstances.
- 14.3.5. In the event the Operator has terminated this Agreement pursuant to clause 14.1.2, 14.1.3 or 14.1.5, then payment of the Exit Payment (less any applicable outstanding fees) shall be made five Working Days after the date of expiry of the applicable Operator's termination notice.
- 14.3.6. Where this Agreement has been terminated due to an event or damage or destruction then payment to the Resident shall occur in accordance with clause 15.
- 14.3.7. **Operator election on termination to purchase resident's interest in unit:** If the Operator decides it does not wish a new resident to occupy the Unit then the Operator will give the Resident written notice of its decision, and the Operator will enter into an agreement with the Resident, agreeing to pay the Exit Payment within 20 Working Days of the date of such agreement, subject to any deductions made in accordance with this Occupation Right Agreement.

15. Insurance - damage or destruction of unit or village

- 15.1. **Operator to insure the village:** The Operator shall arrange and maintain a comprehensive insurance policy in accordance with clause 9.2.3 of this Agreement and shall at all times comply with the Code of Practice and Deed of Supervision.
- 15.2. **Certificate of currency:** The Operator shall provide a copy of the Village insurance certificate of currency upon request to the Resident.

- 15.3. **Insurance excess:** Subject to the Resident's obligations to pay excess in the circumstances set out in clause 8.1.24 of this Agreement, the Operator shall be responsible for the payment of any excess payable in respect of an insurance claim made under its insurance policies.
- 15.4. **Partial damage:** If the Unit, any building in the Village (of which the Unit forms a part) or the Village itself shall be damaged by fire, accident, natural disaster or any other risk through no fault of the Resident, but not so as to render the Unit, any building in the Village or the Village itself uninhabitable then the Operator shall with all reasonable speed expend all the insurance monies received by the Operator in respect of such damage towards repairing such damage or reinstating the Unit and/or the portion of the Village but the Operator shall not be liable to expend any sum of money greater than the amount of the insurance money it receives.
- 15.5. **Temporary accommodation:** If the Unit, any building in the Village (of which the Unit forms a part) or the Village itself shall be destroyed or damaged by fire, accident, natural disaster or other risk through no fault of the Resident such that, in the opinion of the Operator, the Unit is uninhabitable, then the Operator will use its best endeavours to provide to the Resident temporary accommodation at the cost of the Operator (either in the Village or at another property within a reasonable distance to the Village at the Operator's reasonable discretion) until:
- 15.5.1. The Unit (or an alternative Unit as referred to in clause 15.9 below) is made fit for occupation;
 - 15.5.2. The expiry of reasonable notice given by the Operator to terminate this Agreement pursuant to clause 15.7.4; or
 - 15.5.3. Termination of this Agreement by either the Operator or the Resident pursuant to clause 14.

Where the Operator is providing temporary accommodation to the Resident, the Village Contribution Fee shall continue to accrue. The Resident shall also continue to pay the Village Outgoings Fee and Additional Services Fee and Care Services Fee (if applicable) at the rate applicable to the temporary accommodation provided.

The Resident acknowledges that in extreme events (eg a natural disaster) the Operator may not be able to guarantee that the Operator will be in a position to provide such temporary accommodation. In the event that the Operator notifies the Resident in writing that it is unable to provide temporary accommodation to the Resident, then the Resident acknowledges the Resident may have to arrange the Resident's own temporary accommodation at the Resident's cost until the Operator advises the Resident that the Resident is able to return to the Village. In the event that the Resident has to arrange temporary accommodation, clause 15.6 shall apply.

- 15.6. **Fees:** In relation to the Village Outgoings Fee, Care Services Fee, Additional Services Fees and Village Contribution Fee:
- 15.6.1. The Resident shall not incur the Village Outgoings Fee, Additional Services Fee and Care Services Fee (if applicable) from the date of the damage or destruction to the Unit, until such date as temporary accommodation is

made available by the Operator or the Unit or the alternative Unit (refer clause 15.5 above) is ready for occupation by the Resident; and

- 15.6.2. Accrual of the Village Contribution Fee shall be suspended from the date of damage or destruction to the Unit until such date as temporary accommodation is made available to the Resident by the Operator (refer clause 15.5 above).

- 15.7. **Operator's obligations on damage or destruction rendering unit uninhabitable:** If the Unit, any building in the Village (of which the Unit forms a part) or the Village itself shall be so destroyed or damaged due to fire, accident, natural disaster or other risk through no fault of the Resident:

15.7.1. As to render the Unit uninhabitable; or

15.7.2. In the reasonable opinion of the Operator as to require demolition or reconstruction;

then the following provisions shall apply:

- 15.7.3. **Repair and reinstate:** If it is practicable to do so (in the Operator's reasonable determination, following consultation with the Resident), the Operator shall within a reasonable time repair or reinstate the Unit or building in the Village or the Village itself within, or at a site that is within reasonable proximity of, the site of the Village, with such work to be substantially in accordance with the original design of the Unit any building in the Village or the Village itself or such other design as the Operator may consider desirable, but of a standard and floor area at least equal to that of the original Unit. The Operator shall not be liable to expend any sum greater than the amount of insurance proceeds it receives.

- 15.7.4. **Terminate agreement:** The Operator will give the Resident notice terminating this Agreement and stating that the Operator has determined (in the Operator's reasonable determination, following consultation with the Resident in accordance with clause 15.8) that it is not practicable to:

15.7.4.1. Repair or reinstate the Unit, any building in the Village or the Village itself;

15.7.4.2. Build a reasonably equivalent Unit, any building in the Village or the Village itself within, or at a site that is within reasonable proximity of, the site of the Village; or

15.7.4.3. Obtain any necessary permit or consent, or the insurance monies received by the Operator are inadequate for the repair or reinstatement.

- 15.8. **Consultation with resident:** In the event clauses 15.7.1 or 15.7.2 applies, the Operator agrees to use all reasonable endeavours to consult with the Resident as follows:

- 15.8.1. As soon as reasonably practical following the damage or destruction, the Operator will assess the extent of the damage and obtain any necessary independent advice (including, without limitation engineering, building and legal advice) as to whether it is practical to repair or replace the Unit or the relevant part of the Village.

The assessment will take place within a reasonable timeframe taking into account the extent of the damage and all other reasonable circumstances.

- 15.8.2. Prior to making its decision as to whether the Unit, or such part of the Village will be repaired or replaced following such damage or destruction, the Operator shall first consult with the Resident within 20 Working Days of completion of the assessment undertaken under clause 15.8.1. The Operator will notify the Resident in writing if it is to defer the consultation with the Resident to a later date should the Operator consider it reasonable to do so in the circumstances (taking into account the extent of the damage to the Unit, the Village, any damage to the area in which the Village is situated and any other reasonable circumstances).

- 15.8.3. Following the consultation with the Resident, the Operator shall within 20 Working Days or as soon as reasonably practical, notify the Resident in writing of the outcome of its decision (as to whether to repair or replace). The Operator will keep the Resident informed by written notification if the Operator is to extend this timeframe, if the Operator considers it reasonable to do so in the circumstances.

- 15.9. **Resident's option to transfer if unit is not rebuilt:** Where clauses 15.7.1 or 15.7.2 applies and the Unit is not rebuilt, then the Operator may by written notice (**Operator's Notice**) give an option to the Resident to transfer permanently to another alternative Unit (either pre-existing or yet to be constructed) in the Village or at another Village that is owned by the Operator (if any) in reasonable proximity to the Village (**Transfer Option**):

- 15.9.1. The Entry Payment for the alternative Unit will be no more than the Entry Payment the Resident has paid for the Unit pursuant to this Agreement (unless otherwise agreed by the Resident).

- 15.9.2. The Operator shall ensure that should the Resident accept the Transfer Option, the alternative Unit, (whether it is pre-existing or yet to be constructed) shall be substantially in accordance with the original design of the Unit, or such other design as the Operator may consider desirable, but of a standard and floor area at least equal to that of the original Unit.

- 15.9.3. The Operator's Notice shall include a description of the alternative Unit and (if applicable) a plan and proposed building programme.

- 15.9.4. The Resident must respond to the Operator within 10 Working Days of the date of the Operator's Notice as to whether or not the Resident accepts the Transfer Option.

- 15.9.5. If the Resident accepts the Transfer Option, then the Resident shall enter into a new Occupation Right Agreement for the alternative Unit, and the Operator shall apply the Entry Payment paid under this Agreement to the alternative Unit, and the Village Contribution Fee shall continue to accrue from the Commencement Date of this Agreement (provided however that the total Village Contribution Fee for both Units shall be no higher than those calculated in accordance with Schedule 1).
- 15.9.6. The date of commencement of the new Occupation Right Agreement for the alternative Unit shall be contemporaneous with the termination of this Agreement and shall be on the Operator's then standard terms (provided those terms shall be no less favourable to the Resident than the terms contained within this Agreement).
- 15.9.7. If the Resident accepts the Transfer Option, the Resident will be responsible for moving the Resident's Chattels and belongings at the Resident's cost together with the Resident's legal costs in relation to entering into the new Occupation Right Agreement for the alternative Unit.
- 15.9.8. If the Resident does not accept the Transfer Option, or fails to respond to the Operator's Notice, then the Resident shall be deemed to have terminated this Agreement pursuant to clause 14.1.1 (the Resident giving the Operator one calendar months' notice). Where the Operator has provided the Resident temporary accommodation following the date of damage (subject to clause 15.5 above), the Village Contribution Fee shall accrue to the Operator to the date of expiry of the Resident's notice.
- 15.9.9. If clause 15.9.8 applies, the Operator shall pay the Exit Payment calculated pursuant to Schedule 1 to the Resident no later than 10 Working Days after receipt by the Operator or the Statutory Supervisor of the full insurance proceeds in respect of the Unit and the Village to enable repayment to occur. (In addition to the Village Contribution Fee and Administration Fee, the Resident acknowledges that in such circumstances, the Resident shall pay to the Operator any other outstanding fees owing, including any outstanding Village Outgoings Fee, Care Services Fee and Additional Services Fee).
- 15.10. **Operator to repay full entry payment without village contribution fee and administration fee deductions where Unit not rebuilt and transfer option not made available to the resident:** Where the Operator does not rebuild the Unit and a Transfer Option is not offered to the Resident, then this Agreement will terminate on expiry of such reasonable notice given by the Operator to the Resident (pursuant to clause 15.7.4) and the Operator will pay to the Resident the Entry Payment, free and clear of any deduction for the amount of the Village Contribution Fee and Administration Fee otherwise payable under this Agreement, no later than 10 Working Days after receipt by the Operator or the Statutory Supervisor of the full insurance proceeds in respect of the Unit and the Village to enable repayment to occur. (The Resident acknowledges that in such circumstances, the Resident shall pay to the Operator any other outstanding fees owing, including any outstanding Village Outgoings Fee, Care Services Fee and Additional Services Fee).

- 15.11. **Damage or destruction of village – resident may terminate agreement at any time:** For the sake of clarity, it is recorded that if the whole or a part of the Village is damaged or destroyed and the Operator has determined it will be repaired or reinstated (even if the Unit is not damaged or destroyed), the Resident may decide to terminate this Occupation Right Agreement under clause 14.1.1. In this case, the Resident will be entitled to an amount equal to the Resident's Entry Payment less any accrued Village Contribution Fee and Administration Fee as calculated pursuant to Schedule 1, and repaid in accordance with clause 14.3.2 and 14.3.3.
- 15.12. **Termination by written agreement:** Notwithstanding any other provision in this clause 15, this Agreement may be terminated upon written agreement between the Resident and the Operator.

16. Notices

- 16.1. Any notices required to be served under this Agreement shall be sufficiently served on the Resident if served personally or left addressed to the Resident at the Unit or forwarded to the Resident by pre-paid post to the last known place of abode of the Resident and shall be sufficiently served on the Operator if served personally or if addressed to the Operator and left at or sent by pre-paid post to the Operator's registered office for the time being or last known place of business or abode and a notice sent by pre-paid post shall be deemed to be served on the day two days after the date of posting.

17. Transfer by resident to another unit in the village

- 17.1. The Resident may apply to transfer to another unit in the Village subject to availability and to the terms and conditions as specified by the Operator. Subject to any requirements of the Act and the Code of Practice, the terms and conditions of the transfer will be specified by the Operator in its sole discretion and will be advised by the Operator to the Resident in writing upon request by the Resident, including the Resident completing a care needs assessment.
- 17.2. Should the Resident wish to transfer to another unit, the Resident acknowledges that payment for the replacement unit shall be effected by way of a termination of this Agreement and the execution of a new Occupation Right Agreement in respect of the replacement unit. The Resident shall pay to the Operator such additional sum as may be required to satisfy the Entry Payment payable for the replacement unit as fixed by the Operator from time to time.
- 17.3. The Resident shall also be responsible for payment to the Operator of the Operator's reasonable administration costs in facilitating the transfer, and a contribution towards the Operator's legal costs in facilitating the transfer (such cost shall be notified to the Resident upon application for a transfer). The Resident shall also be responsible for any other transfer costs incurred by the Resident.
- 17.4. Should the Resident transfer from the Unit to another unit, the termination of this Agreement will result in payment by the Resident of an Administration Fee as specified in Schedule 1 (also refer clause 5.6) which shall be deducted from the Entry

Payment of the first Unit. For the avoidance of doubt, upon termination of the Occupation Right Agreement of the replacement unit, a further Administration Fee calculated in accordance with the Occupation Right Agreement of the replacement unit shall also be payable by the Resident.

- 17.5. For the sake of clarity, it is acknowledged that this clause 17 shall not apply in circumstances where the transfer to another unit is due to the damage and destruction of the Unit in which case clause 15 shall apply.

18. Transition to care facility

- 18.1. **Limit on level of care in a unit:** The Resident acknowledges that the Operator provides rest home care in a Unit.
- 18.2. **Care facility vacancy:** If requested by the Resident, the Operator covenants to use its best endeavours to procure a vacancy for the Resident in the Care Facility, provided that the Resident complies with the conditions for entry into the Care Facility. This includes but is not limited to a comprehensive assessment of the Resident's care needs being completed by an approved agency.

19. Changes to village / further development

- 19.1. It is hereby acknowledged by the Resident that subject to the requirements of the Deed of Supervision and clause 11.2.2.1 the Operator reserves the right to construct further units and to alter or extend the Village in any way whatsoever provided that in doing so it will use its best endeavours to cause as little inconvenience to the Resident as is practical in the circumstances. The Resident shall not be entitled to make any objection or claim any compensation in respect to any further development and shall if requested by the Operator sign all consents and other documents as may be required to give effect to such change.

20. Default

- 20.1. In case of default by the Resident at any time in the observance or performance of any of the covenants and restrictions in this Agreement or the Rules of the Village, it shall be lawful for but not obligatory upon the Operator (but without prejudice to any of the other rights, powers or remedies of the Operator) at the cost and expense of the Resident in all things:

20.1.1. To pay all or any monies and to do or perform all or any acts or things in the opinion of the Operator reasonably necessary for the full or partial performance or observance of any covenants, conditions or restrictions or any of them; and

20.1.2. If necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Operator, to enter by servants, agents, contractors or work persons upon the Unit or any part of it;

and the Resident will immediately on demand pay to the Operator all monies so paid by the Operator and the costs, charges and expenses of each performance and observance by the Operator and until such payment the same shall be treated as an advance to the Resident by the Operator and shall bear interest at the rate equal to

the residential mortgage floating interest rate charged by the Operator's bank then current plus 5% per annum calculated with monthly rests, computed from the date or respective dates of such money being expended until payment thereof to the Operator.

- 20.2. If the Resident's default is significant or becomes significant then without prejudice to clause 20.1, the Operator may terminate this Agreement in accordance with clause 14 of this Agreement.

21. Statutory supervisor

- 21.1. The Operator and the Resident each agree to be bound by the terms of the Deed of Supervision.
- 21.2. In the event that the Statutory Supervisor of the Village for any reason ceases to be the Statutory Supervisor of the Village, the Operator will take all necessary steps to replace such Statutory Supervisor or may seek an exemption under the Act.

22. Appointment of manager

- 22.1. The Operator is entitled to appoint a manager or delegate or subcontract its rights and obligations to operate the Village to another suitably qualified person (subject to the provisions of clause 11). The Operator will continue to be obliged to perform and observe the terms of this Agreement. In the event of such appointment for any period under this Agreement, then the appointed manager will be the Operator's representative for all purposes under this Agreement and the Resident shall comply with all instructions, notices, directions and decisions of the appointed manager as if the Operator had issued them directly.

23. Assignment by operator – sale of operator's interest in the village

- 23.1. The Operator shall be entitled to market, sell, dispose of or assign this Agreement and/or its interest in the Village (**Village Scheme**) to any person or operator (**Assignee**), subject to obtaining the prior written approval of the Statutory Supervisor and subject to prior consultation with the residents at a time advised by the Statutory Supervisor.
- 23.2. The Statutory Supervisor is hereby authorised by the Resident to execute on behalf of the Resident any Deed of Assignment and Novation or any other consent document as reasonably required by the Operator relating to any assignment of the Village Scheme, granting the Resident's consent to such assignment. Upon request by the Operator, the Resident agrees to sign a Deed of Assignment and Novation in favour of the Assignee and new operator of the Village in the form provided by the Operator.
- 23.3. The Resident promises the Assignee that the Resident will observe and perform the obligations and covenants contained in this Agreement.
- 23.4. The Operator promises the Resident that it will ensure that the Assignee agrees to observe and perform the obligations and covenants contained in this Agreement.

Schedule 1 – Summary of main terms of agreement

1. **Unit Number:** RVPROPERTYNOASSIGNED1
2. **Commencement Date:**

Option A: _____ (*insert date here*); or

Option B: The date being the 16th Working Day following execution of this Agreement by the Resident or such earlier or later date at the discretion of the Operator.
3. **Entry Payment:** \$A?
4. **Initial Village Outgoings Fee:** \$A? Subject to change in accordance with this Agreement
(*This amount is payable monthly in advance*)
5. **Initial Additional Services Fee:** (if any) \$A?
(*This amount is payable on invoice issued by the Operator to the Resident*)
6. **Maximum Village Contribution Fee:** \$A?
7. **Administration Fee:** \$A?
8. **Exit Payment:**
 - 8.1. The Village Contribution Fee shall accrue during the term of the Agreement until the termination date (or to such later date that the Unit is vacated and all the Resident's belongings have been removed). The Village Contribution Fee which accrues during the term of this Agreement shall be deducted from the Entry Payment on the termination date (or on such later date that the Unit is vacated and all the Resident's belongings have been removed). The Village Contribution Fee accrues as follows:
 - 8.1.1. On Commencement Date 8% of the Entry Payment shall accrue to the Operator; plus
 - 8.1.2. 8% of the Entry Payment accruing to the Operator for each completed 12 month period from the Commencement Date of the Occupation Right Agreement for a period not exceeding two years provided that if termination of the Occupation Right Agreement occurs within the first two years from Commencement Date, then the amount payable by the Resident under this clause 8.1.2 shall be pro-rated on a daily basis from Commencement Date until the termination date

Calculation as follows:

Entry Payment: \$A?

Village Contribution Fee:
(percentages refer to that % of the Entry Payment)

- | | | |
|------|---|------|
| | 1. Commencement Date 8%; | \$A? |
| plus | 2. First year anniversary of Commencement Date 8%; | \$A? |
| plus | 3. Second year anniversary of Commencement Date 8%; | \$A? |
-

Maximum Total Village Contribution Fee:
(24% of the Entry Payment) \$A?

- 8.2. An Administration Fee equal to 4% of the Entry Payment is payable upon termination of this Agreement and shall be deducted from the Entry Payment upon the termination date.
- 8.3. The Exit Payment, being the Entry Payment less the Village Contribution Fee, less the Administration Fee and less any other outstanding amounts due by the Resident to the Operator under this Agreement, shall be paid to the Resident. The amount payable by the Operator to the Resident under this clause 8 shall be paid either:
- 8.3.1. In accordance with clause 14 (Termination); or
- 8.3.2. In accordance with clause 15 (Damage or destruction of Unit and/or Village) (following receipt of full insurance proceeds).
- 8.4. No capital gain shall accrue to the Resident on the issue of a new Occupation Right Agreement of the Unit following termination of this Occupation Right Agreement (except with the written agreement of both the Operator and the Resident).

9. **Service and Care Option:**

- 9.1. The Resident has selected the following Service and Care Option on the Commencement Date:
- ☐ Light Care Option;
☐ Medium Care Option;
☐ High Care Option (Rest Home level care);
- 9.2. Initial Care Services Fee is \$A? per week. (This amount is subject to change in accordance with this Agreement. This amount is payable fortnightly in advance by automatic payment.

10. **Any other matters specific to this agreement:**

- 10.1.

Schedule 2 – Additional services

Residents are able to select, from time to time, one of a number of optional Additional Services, the provision of which is to be arranged by the Operator, subject to the guidance by and discretion of the Operator or the Village Manager and on payment of an Additional Services Fee by the Resident.

1. Provision of meals.
2. Transport services for individual purposes.
3. Medical and pharmaceutical services.
4. Handyman.
5. Bus trips.
6. Special Village activities.
7. Cleaning, washing and other household services.
8. Shopping.
9. Social and emotional counselling.
10. Social activities off-site (including transportation, food and admission costs).
11. Consultancy services (including hairdressers, doctor, podiatrist, physiotherapists);
12. Such other services as the Village may at its discretion provide.

In addition, one or more of the following services are also available in so far as they have not been selected as part of the Resident's selected Service and Care Option:

13. Bed made daily;
14. Individual care plan monitored by a registered nurse;
15. Assistance with setting up and supervising of showering and dressing up to 3 times per week;
16. Supervising delivery of medication;
17. 24 hour nursing care equivalent to Rest Home Care needs level 1 and 2;
18. Ensuite cleaning and removal of rubbish daily;
19. Arranging health professional appointments, medications etc.
20. Such other services as the Village may at its discretion provide.

The Additional Services Fee charged for Additional Services are assessed on a user pays

basis and are subject to the review of the Operator from time to time. Such Additional Services Fee is charged to the Resident are published from time to time to the Residents by the Operator.

Schedule 3 – Code of resident’s rights

Services and other benefits

You have the right to services and other benefits promised to you in your Occupation Right Agreement.

Information

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

Consultation

You have the right to be consulted by the Operator about any proposed changes in the services and benefits provided or the charges that you pay that will or might have a material impact on your:

- Occupancy; or
- Ability to pay for the services and benefits provided.

Right to complain

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

Disputes

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

Use of support person or representative

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

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

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 the Village Manager.

Other contact persons

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

- The Statutory Supervisor;
- The Registrar of Retirement Villages; or
- The Retirement Commissioner.

Schedule 4 – Village rules

(As at the date of this Agreement)

A policies and procedures manual is available to the Resident upon request from the Village Manager.

Schedule 5 – Village outgoings fee

(As at the date of this Agreement)

The Village Outgoings Fee payable by the Resident shall include an allowance for the operation of the Village including (without limitation) the following:

1. All maintenance of Village grounds;
2. Use of the Community Facilities and Operator's Chattels (including upkeep);
3. Costs associated with the operation and management of the Village;
4. Administrative costs (including appropriate accountancy, legal, statutory supervisor, advertising and audit expenses and the cost of continuing registration of the Village);
5. Maintenance and operation of all services provided by the Operator including the emergency nurse call system, electrical, water and sewerage and plumbing services, television network systems (if any) and plant and equipment required for such services;
6. Building and Community Facilities insurance;
7. Rubbish collection;
8. An accumulation fund to meet infrequent but recurring items of repairs and maintenance expenditure;
9. Costs of compliance with any statute, regulation, by-law or other lawful obligation in respect of the Village;
10. All taxes (except income tax in respect of the Operator's income or profits) in respect of the Village;
11. All rates, levies, charges, assessments and fees payable to any government, territorial or local authority in respect of the Village;
12. The charges for water, gas, electricity, fuel, telephone and other utilities, services or requirements furnished or supplied to the Operator for the Village and its Residents (and not specifically the responsibility of a particular Resident);
13. Salaries, wages, fees, other remuneration, Accident Compensation Corporation charges, superannuation payments and other employment related expenses for persons engaged in the administration, management and operation of the Village;
14. The costs of cleaning, gardening, lawn mowing and other services for the general use and benefit of the Residents;
15. The cost of replacing minor capital items;
16. The costs of maintaining and repairing all buildings, the Community Facilities (once constructed) and the Village generally, but excluding any maintenance, repair and

replacement costs payable by the Resident pursuant to the provisions of the Resident's Occupation Right Agreement; and

17. A reasonable allowance for depreciation of the chattels in the Community Facilities once constructed.

The amount of the Village Outgoings Fee is subject to the review of the Operator from time to time in consultation with the Statutory Supervisor.

Schedule 6 – Service and care options

Light Care Option

1. Weekly cleaning of the unit;
2. Weekly laundering of bed linen;
3. Clean towels in the unit twice per week;
4. Provision of all meals being breakfast, lunch and dinner;
5. Weekly shopping service on one day per week; and
6. Weekly outing one day per week.

Medium Care Option

1. All of those Care Services in the Light Care Option;
2. Bed made up to 3 times per week;
3. Individual care plan monitored by a registered nurse;
4. Assistance with setting up and supervising of showering and dressing up to three times per week;
5. Supervising delivery of medication;
6. Ensuite cleaning and removal of rubbish daily; and
7. Arranging health professional appointments, medications etc.

High Care Option (Rest Home Level Care)

1. All of those services included in the Medium Care Option ;
2. 24 hour nursing care equivalent to Rest Home Care Needs levels 1 and 2;
3. Full assistance with all care throughout the day;
4. Assistance or supervision with mobility;
5. Administration and supervision of medication;
6. Registered nurse input; and
7. All other services included in the Admission Agreement.

The Resident must select one of the Service and Care Options as described in this Schedule.

Schedule 7 – Operator's chattels

1. Carpet;
2. Vinyl;
3. Drapes;
4. Light fittings;
5. Ensuite bathroom facilities;
6. Refrigerator;
7. Microwave;
8. Such other chattels as the parties may agree in writing.