

**NORTHBRIDGE
OCCUPATION LICENCE**

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PART A

THIS LICENCE comprises parts A, B and C.

1. INTRODUCTION

- 1.1 We own a retirement village known as **Northbridge Lifecare Trust**, 45 Akoranga Drive, Northcote.
- 1.2 You have applied to become a resident of the Village and the Residential Unit and we have accepted your application.
- 1.3 This Licence sets out the terms and conditions that apply to your Occupation Right, including our obligations to you, and your obligations to us.
- 1.4 The Occupation Right granted to you by this Licence is a licence to occupy your Residential Unit.

2. OUR AGREEMENTS

- 2.1 We and you agree as follows:
 - (a) We grant to you the Occupation Right in accordance with clauses 6 - 10.
 - (b) You agree to make the payments set out in clauses 12 - 22.
 - (c) We agree to abide by our consultation and notice obligations set out in clauses 23 and 24.
 - (d) You agree to abide by your general obligations set out in clauses 25 - 37.
 - (e) We agree to abide by our general obligations set out in clauses 40 - 51.
 - (f) We agree to abide by our obligations in relation to financial statements set out in clause 52.
 - (g) We both agree to abide by the general obligations set out in clauses 53 -60.
 - (h) You agree to abide by the provisions relating to default set out in clause 61.
 - (i) We both agree that if you transfer to another Residential Unit, the provisions of clauses 62 - 64 will apply.
 - (j) We both agree that on termination of this Licence, the provisions of clauses 65 to 69 will apply.
 - (k) We both agree that if the Residential Unit or Village is damaged or destroyed, the provisions of clauses 70 to 75 will apply.

- (l) We both agree clauses 76 - 77 will apply in relation to disputes and complaints.
- (m) We both agree that the provisions of clause 78 will apply to meetings with Village residents.
- (n) We both agree that the general provisions set out in clause 79 apply to this Licence.
- (o) We both agree to abide by the special conditions set out in Schedule Four (if any).

2.2 You confirm that you have received a copy of:

- (a) the Disclosure Statement;
- (b) the Code of Residents' Rights; and
- (c) this Licence.

2.3 You confirm that you have received independent legal advice before signing this Licence, as certified below.

EXECUTION

Your signing of this Licence:

	Resident 1	Resident 2
Signature of Resident:		
Name of Resident:	_____	_____
	_____	_____
Witness signature: *	_____	_____
Name:	_____	_____
Address:	_____	_____
Occupation:	_____	_____
	_____	_____

* To be witnessed by the lawyer who certifies this Licence.

Date you signed this Licence: _____

The Common Seal of Northbridge Lifecare Trust was affixed in the presence of: _____

LAWYER'S CERTIFICATE

Lawyer's certification

Name of Village: Northbridge Lifecare Trust

Registration number of village: 2101806

I, *[insert name of lawyer]*, certify that:

- (a) I explained to *[insert name of intending resident or person treated by section 27(7) of the Act as the intending resident]* the general effect of the attached licence and its implications before he or she signed the licence; and
- (b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of *[insert name of intending resident or person treated by section 27(7) of the Act as the intending resident]*.

Dated: *[insert date]*.

Signed: *[insert signature of lawyer]*.

Name: *[insert name of signatory]*.

Street address: *[insert street address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works]*.

Postal address: *[insert postal address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works]*.

Email address: *[insert email address of lawyer]*.

Telephone number: *[insert telephone number of lawyer]*.

Fax number (optional): *[insert fax number for lawyer, if desired]*.

The Lifecare Contribution will be calculated on a daily basis from the Commencement Date until the earlier of:

- the expiry of 50 months; or
- the Exit Payment Date.

Parking Fee (if \$ applicable):

On the Exit Payment Date, we will pay you the Exit Payment (clause 68.1) comprising an amount equal to the Licence Fee.

Plus:

- (a) Any unaccrued portion of your Lifecare Contribution. After 50 months of occupancy no refund of the Lifecare Contribution will apply.
- (b) The Parking Fee (if applicable and not previously repaid).

Minus:

- (c) Any balance of your payments or other amounts you owe to us, in accordance with clause 69.

(The Exit Payment Date is set out in clauses 68.2, 68.3 and 68.5).

3.6 Further Payments

In addition to the Licence Fee and the Lifecare Contribution, you will also make the following payments during the term of this Occupation Right:

Your Monthly Fee is: \$ (clause 14). (This amount is subject to change in accordance with clause 14.3.)

Your Monthly Fee is payable on: The first day of each month in advance.

Your Monthly Fee ceases to be payable: On vacant possession of your Residential Unit.

Your Assisted Living Payment is: **[insert amount]** (clause 15). (This amount is subject to change in accordance with clauses 15.2 and 15.3.)

Your Assisted Living Payment is payable on: The first day of each month, in advance.

Your Assisted Living Payment ceases to be payable: At the time set out in clause 15.4.

Any additional payments or amounts payable by you to us:

- 3.7 **Default Interest Rate:** 3% above the overdraft bank rate charged by the Operator's bank (clause 21).
- 3.8 **Statutory Supervisor:** Trustees Executors Limited including its successors.

4. RIGHTS OF CANCELLATION – COOLING OFF

4.1 You may cancel this Licence, under section 28(1) of the Retirement Villages Act, without having to give any reason. You can do this, by notice given not later than 15 Working Days after you sign this Licence

4.2 Where this Licence relates to a Residential Unit which is to be built or completed after the date you sign this Licence, then, if the Residential Unit is not finished within 6 months after the Proposed Date for Completion referred to in clause 3.4, you may cancel this Licence under section 28(1) of the Retirement Villages Act. You can do this by giving notice to us at any time after the expiry of that 6-month period.

4.3 Your notice of cancellation must be in writing and must clearly indicate your intention to cancel this Licence.

4.4 Your notice may be given on your behalf by a person authorised in writing by you.

4.5 The notice of cancellation must be given to

- (a) us; or
- (b) the person who dealt with you on our behalf when you signed this Licence (unless we have notified you that such person has ceased to act on our behalf); or

(c) any other person who we have notified to you is a person authorised to receive communications on our behalf.

4.6 If you exercise your rights under clauses 4.1 or 4.2 you are entitled to a refund of any deposit, progress payment and any other payments made by you for the grant of the Occupation Right. This refund will be without deduction and will include any interest earned in the Deposit Holder's account (but less any tax). You are entitled to receive this refund within 10 Working Days after your request.

4.7 If you exercise your rights under clause 4.1, we are entitled to reasonable compensation for:

- (a) services, if we provided you with services while you were living in the Village; and
- (b) damage, if you are responsible for any damage to your Residential Unit or to any facilities in the Village.

PART C

DEFINITIONS

We have produced this Licence as a plain English document, and using as little legal terminology as possible, consistent with properly recording the rights and obligations of both parties. To assist you to be able to read and understand the Licence some terms used in the Licence have been defined. These terms, and the full meanings they have in this Licence are set out in clause 5. Wherever a defined term is used in this Licence it is shown with a capitalised first letter, so that you will be aware that this is a term which, for legal purposes, has a fuller meaning than the term on its own may suggest.

- | | | | |
|-----------|---|-------------|---|
| 5. | DEFINITIONS AND INTERPRETATION | 5.5 | “Code of Residents’ Rights” means the code of residents’ rights which is applicable from time to time pursuant to the Retirement Villages Act. |
| | Definitions | | |
| | Throughout this Licence, the following terms with capitalised first letters have the given full meanings: | 5.6 | “Code of Practice” means the Code of Practice approved under the Retirement Villages Act, as updated, amended or replaced from time to time. |
| 5.1 | “Accounting Period” means the period ending on our annual balance date in each year. | 5.7 | “Community Facilities” means the common areas and community facilities of the Village provided by the Operator from time to time. |
| 5.2 | “Additional Services” means the services we make available for you to use at your discretion, subject to change in accordance with this Licence. | 5.8 | “Deed of Supervision” means the deed that we have entered into appointing the Statutory Supervisor as required by the Retirement Villages Act and as may be amended from time to time. |
| 5.3 | “Additional Services Costs” means the costs of the Additional Services payable in accordance with clause 16. | 5.9 | “Deposit Holder” means the Statutory Supervisor. |
| 5.4 | “Assisted Living Services” means the services we make available for Residents of Serviced Apartments in the Village, at our discretion, as set out in Schedule Two, subject to change in accordance with this Licence. | 5.10 | “Disclosure Statement” means the written document titled the disclosure statement containing information about this Village, in accordance with the Retirement Villages Act. |

- 5.11 “**Exit Payment**” means an amount equal to the Licence Fee.
- 5.12 “**Licence**” means this Occupation Licence comprising parts A, B and C and the Schedules.
- 5.13 “**Licence Fee**” means the payment made by you on entering the Occupation Licence in exchange for the right to receive the Exit Payment as set out in clause 3.5.
- 5.14 “**Lifecare Contribution**” means the payment made by you as described in clause 3.5 in exchange for the supply of accommodation and the supply of Community Facilities.
- 5.15 “**Monthly Fee**” means the periodic payment described in clause 3.6 paid by you in exchange for the supply of accommodation and Community Facilities.
- 5.16 “**Occupation Right**” means your right to occupy a Residential Unit under this Licence.
- 5.17 “**Operator’s Chattels**” means the chattels belonging to us set out in Schedule Three.
- 5.18 “**Parking Fee**” means, if applicable, the payment made by you on entering the Occupation Licence in respect of a parking facility and in exchange for the right to receive an amount equal to the that fee as set out in clause 3.5.
- 5.19 “**Redevelopment**” means:
- (a) demolishing your Residential Unit and/or Parking Facility as part of the redevelopment of the building of which your Residential Unit and/or Parking Facility forms part; and/or
 - (b) carrying out substantial alterations, additions or renovations to your Residential Unit and/or Parking Facility.
- 5.20 “**Resident’s Chattels**” means any personal items kept or installed in the Residential Unit by the Resident.
- 5.21 “**Retirement Villages Act**” means the Retirement Villages Act 2003 and its Regulations as updated, amended or replaced from time to time.
- 5.22 “**Rules**” means the Operator’s rules for the Village established from time to time, which are subject to change in accordance with this Licence.
- 5.23 “**Special Conditions**” means the special obligations set out in Schedule Four, if any.
- 5.24 “**Village Outgoings**” means the outgoings of the Village set out in Schedule One.
- 5.25 “**Working Day**” means any day of the week other than:
- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday and Labour Day;

- (b) A day in the period commencing on 25 December in any year and ending on 2 January in the following year, inclusive;
- (c) If 1 January falls on a Friday, the following Monday, and if 1 January falls on a Saturday or Sunday, the following Monday and Tuesday.

A Working Day will be deemed to commence at 9am and end at 5pm. Any act done pursuant to this Licence by a party after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed to have been done at 9am on the next succeeding Working Day.

5.26 “**You**” means you the Resident as named in this Licence. If there are two of you, this term includes you both jointly and severally. This term also includes, where the meaning of the provisions allow, your personal representatives.

5.27 Those terms included in Parts A and B with capitalised first letters have the full meanings given to them in the relevant Part.

OCCUPANCY RIGHTS

6. GRANT OF OCCUPATION RIGHT

6.1 We grant to you, and you accept, the Occupation Right for your Residential Unit, under this Licence.

6.2 The rights we are granting to you in this Licence are personal contractual rights only. Nothing in this Licence gives you any ownership right or interest in the Village or the Residential Unit. This Licence does not give you any tenancy or leasehold rights to the Residential Unit.

6.3 You agree not to require registration of the Occupation Right and not to caveat or otherwise encumber our title to the Village.

6.4 The Commencement Date will be the earlier of the date set out in clause 3.4 or six weeks after the signing of this Licence.

6.5 You are entitled to take up occupation of your Residential Unit on the Commencement Date.

7. JOINT OWNERS

7.1 If the Occupation Right was initially granted to two of you, then you both will hold the benefits and have obligations under the Occupation Right jointly. Upon the death of one of you, the interest of that person will automatically transfer to the survivor of you.

7.2 No transfer of the Occupation Right into the name of your personal representative (following death) will be allowed.

8. USE OF RESIDENTIAL UNIT AND PARKING FACILITY

8.1 You are entitled to reasonable exclusive use and occupation of your Residential Unit and Parking Facility, free from our unnecessary interruption.

8.2 You agree to surrender to us your Parking Facility if you cease to drive. In addition we acknowledge that for other reasons you may wish to surrender the Parking Facility prior to the Termination Date. We will accept a surrender of the Parking Facility and if you paid a Parking Fee, we will refund it to you one month following the surrender of the Parking Facility or at such earlier time as we in our discretion may elect.

9. USE OF OPERATOR'S CHATELS

9.1 We will provide and install the Operator's Chattels in your Residential Unit.

9.2 You are entitled to reasonable exclusive use of the Operator's Chattels, free from our unnecessary interruption.

10. USE OF COMMUNITY FACILITIES

10.1 You are entitled to enjoy the Community Facilities. Your rights to enjoy the Community Facilities are not exclusive and must be exercised in common

with all other residents and any other persons to whom we may, in our discretion, grant similar rights at any time.

REDEVELOPMENT

11. REDEVELOPMENT

- 11.1 We have the right to redevelop your Residential Unit and/or Parking Facility.
- 11.2 If we decide to undertake Redevelopment, we must give you notice of that decision. The notice must specify:
- (a) the nature of the Redevelopment including a plan and specifications of the Residential Unit and/or Parking Facility which will replace your Residential Unit and/or Parking Facility;
 - (b) the date that we require to take vacant possession of your Residential Unit and/or Parking Facility to carry out the Redevelopment, which must be not less than two months after the date of notice.
- 11.3 We will re-house you temporarily in another residential unit and/or supply another parking facility for your use from the date specified in the notice we give you while the Redevelopment is being completed. The temporary residential unit and/or parking facility must be generally at least of an equal standard to your Residential Unit and/or Parking Facility, although we have the right finally to determine that issue if it is disputed. We will make that final determination in good faith, and only after discussion with you. We will arrange at our cost for your furniture and personal effects to be moved safely and in a timely way from your Residential Unit and/or Parking Facility to the temporary residential unit and/or parking facility.
- 11.4 The terms of this Licence will continue to apply to the temporary residential unit and/or parking facility. You will not be required to pay any more than the amounts payable under clauses 14 to 16 of this Licence.
- 11.5 We will carry out and complete the Redevelopment without unnecessary delay, and will give you reasonable notice of when we expect the Redevelopment to be completed so you are able to move back to your redeveloped Residential Unit and/or Parking Facility. When we are satisfied that it is completed and fully inhabitable as intended, we will arrange at our cost for your furniture and personal effects to be moved safely and in a timely way back to your Residential Unit and/or Parking Facility.
- 11.6 We will not increase any amounts payable under clauses 14 to 16 of this Licence as a result of any extra value of the redeveloped Residential Unit and/or Parking Facility.

YOUR PAYMENTS

12. YOUR LICENCE FEE AND PARKING FEE

- 12.1 On or before the Commencement Date you must pay us the Licence Fee and Parking Fee (if any).
- 12.2 You will not be entitled to occupy your Residential Unit or other benefits under this Licence until you have paid the Licence Fee in full, even though this Licence may have been completed and the Commencement Date may have arrived, unless otherwise agreed by us.

13. YOUR LIFECARE CONTRIBUTION

- 13.1 On or before the Commencement Date you must pay the Lifecare Contribution. You agree that the Lifecare Contribution will accrue to us in the manner set out in Part B.
- 13.2 The accrual of your Lifecare Contribution will be suspended if clause 72.4 applies.

14. YOUR MONTHLY FEE

- 14.1 You agree to pay us the Monthly Fee in the manner and at the times set out in Part B.
- 14.2 The Monthly Fee Payment is calculated as an apportionment of the cost of the Village Outgoings. Your portion of the Village Outgoings will be determined by us in our sole discretion.
- 14.3 We are entitled to change the Monthly Fee at any time in

accordance with changes in the outgoings of the Village. Any such change to the Monthly Fee will take effect no earlier than one calendar month following our notice.

- 14.4 Your Monthly Fee will not include any outgoings of the Village payable by us in respect of:
- (a) any part of the Village which is under construction;
 - (b) any construction works.
- 14.5 Your obligation to pay us the Monthly Fee will cease on the date set out in Part B.

- 14.6 Payment of your Monthly Fee will be suspended if clause 72.3 applies.

15. YOUR ASSISTED LIVING PAYMENT

- 15.1 If this Licence is for a Serviced Apartment, you agree to pay us the Assisted Living Payment in the manner set out in Part B, in consideration for our provision of the Assisted Living Services.
- 15.2 We are entitled to change the Assisted Living Payment at any time in accordance with changes in the costs of providing your Assisted Living Services. Changes to the cost of providing your Assisted Living Services will take effect no earlier than one calendar month following our notice.
- 15.3 In the absence of any increased level of Assisted Living Services, any increase

in the Assisted Living Payment shall be determined in accordance with the requirements of the Code of Practice, and shall be determined by us in our sole discretion.

15.4 The Assisted Living Payment will cease to be payable on the date you stop living in the Residential Unit.

15.5 Payment of your Assisted Living Payment will be suspended if clause 72.3 applies.

16. YOUR ADDITIONAL SERVICES COSTS

16.1 In addition to any other payment under this Licence, you will pay us the cost of any Additional Services provided at your request, being services not included in the Village Outgoings.

16.2 We will invoice you for Additional Services Costs at the end of each month, and you must pay us no later than the 20th of the month following the date of invoice.

17. YOUR AUTOMATIC PAYMENT AUTHORITY

17.1 You agree to sign and deliver to us an automatic bank payment authority addressed to us for amount of the Monthly Fee and Assisted Living Payment.

17.2 We will give you 10 Working Days written notice of the amount of the proposed Monthly Fee prior to such

amount being debited from your bank account; and

17.3 Any Village Outgoing that we have not taken into account in determining the instalments or which has not been paid by automatic payment, will be payable by you on demand.

18. YOUR UTILITY CHARGES

18.1 You are solely liable to pay all charges for utilities consumed in respect of your Residential Unit, including electricity, gas and telephone/tolls, and we will have no responsibility to meet any of these charges on your behalf.

18.2 If we purchase any of these utility services in bulk, we will supply them to you and pass on your proportionate share of any savings.

18.3 If we provide you with any utility services directly, we will invoice you for such services at the end of each month and you must pay us no later than the 20th of the month following the date of invoice.

18.4 You will continue to be solely liable to pay all charges for utilities consumed in respect of your Residential Unit until the date of vacant possession.

19. YOUR LEGAL AND OTHER COSTS

19.1 You must pay all your own legal and other costs associated with your application for entry into and termination of this Licence.

20. TERMINATION PAYMENTS

20.1 Each of us agrees to make certain payments as set out in Part B on or around the Exit Payment Date.

21. DEFAULT INTEREST

21.1 You must duly and promptly pay us each and every payment required to be made by you in this Licence. If you fail to pay the Licence Fee and Lifecare Contribution on the Commencement Date or such other date that you and we may agree, or if you fail to make any other such payment for 5 Working Days after the payment is due, you must pay default interest at the Default Interest Rate on the payment, from the due date until the day we receive payment.

21.2 Our entitlement to charge default interest under this clause does not limit or replace any other rights available to us in respect of your default.

22. GST

22.1 Where we must pay GST on the cost of goods and services that we purchase (including but not limited to the Monthly Fee), and we are not able to recover some or all of that GST from the Inland Revenue Department the unrecovered GST is built into the Monthly Fee that we charge you.

22.2 Where we are required to account for GST on any amounts you pay to us, (except for the amounts specified in clause 22.3) you

must pay us the amount of that GST on demand.

22.3 The Licence Fee, Lifecare Contribution and Parking Fee are inclusive of GST (if any) and there is no additional GST on these amounts.

OUR CONSULTATION, REPORTING AND NOTICE OBLIGATIONS

23. WE WILL CONSULT WITH YOU

23.1 We will consult with you about any proposed changes in:

- (a) the services and benefits we provide;
- (b) your payments,

that will or might have a material impact on your occupancy or your ability to pay for the services and benefits we provide.

23.2 If we decide to sell or dispose of our interest in the Village, we will consult with the Village residents and ensure that any purchaser consults with the Village residents before we sell or dispose of our interest in the Village. Our consultation with Village residents will take place:

- (a) at a time directed by the Statutory Supervisor; or
- (b) if there is no Statutory Supervisor, at an appropriate time that is a reasonable time before settlement of the transaction.

23.3 We will consult with Village residents before appointing a new manager.

23.4 We will consult with you about the marketing of your Residential Unit. In particular, we will consult with you about:

- (a) when the Residential Unit goes on the market;

(b) the general nature of the marketing plan for the Residential Unit; and

(c) the actual charges relating to the marketing and sale of the Residential Unit that you are liable to pay (if any).

We will continue to keep you informed on a monthly basis about progress with marketing.

23.5 If a new occupation licence for the Residential Unit has not been entered into within three months of the Termination Date, we will report in writing to you and then provide monthly written reports until a new occupation licence is entered into. We will ensure that our report sets out the steps that we have taken to market your Residential Unit and the progress that has been made towards finding a new resident.

24. WE WILL NOTIFY YOU

24.1 We will promptly notify you about any matter that would or might have a material impact on:

- (a) your Occupation Right, or your rights to quiet enjoyment.
- (b) your payments in consideration of your Occupation Right or your right to services or and facilities within the Village.

YOUR GENERAL OBLIGATIONS

25. PERMITTED USE OF RESIDENTIAL UNIT

- 25.1 You will use the Residential Unit only for your own personal use and occupation.
- 25.2 You may have friends or relatives or other persons to stay with you in the Residential Unit for periods not exceeding three weeks at any one time. You may have friends or relatives or other persons to stay with you in the Residential Unit for longer periods with our prior consent. However, we reserve the right to curtail any such arrangement where we consider it is interfering with the quiet enjoyment of other residents in the Village.
- 25.3 We may refuse to permit you to bring to the Residential Unit or the Village any caravan, boat, camper van, trailer or similar item. We may require you to remove such item, despite any previous approval. You must comply with such refusal or requirement.
- 25.4 You may keep a pet bird in the Village with our prior consent, which shall be at our sole discretion. Any approval we give under this clause may be withdrawn by us at any time. Except for the foregoing, you may not keep any pet in the Village.

26. DEALING WITH RESIDENTIAL UNIT

- 26.1 You are not entitled to transfer this Licence or any legal or equitable interest you may

have in your Residential Unit, give any mortgage or charge over your interest in this Licence, sublet or allow any person to have possession or occupancy of the Residential Unit.

- 26.2 You may not grant a security interest over your right to the Exit Payment.

27. CARE OF RESIDENTIAL UNIT AND COMMUNITY FACILITIES

- 27.1 You will at all times keep your Residential Unit and its surrounds, together with the Operator's Chattels, in a proper, tidy, clean and, sanitary condition and (where appropriate) working order.
- 27.2 You must advise us of any damage caused to the Residential Unit or Operator's Chattels by you or your guests as soon as you become aware of it.
- 27.3 You are responsible for the cost of remedying any breach of your obligations under clause 27.1 and the cost of repair of any damage caused as set out under clause 27.2. You will pay us the cost of remedying any such damage or repairs in the manner set out in clause 55.4.
- 27.4 You will ensure that you always use the Community Facilities with care and consideration for others.

28. NO ALTERATIONS WITHOUT PRIOR CONSENT

- 28.1 You must not make any alterations or additions to your Residential Unit, or modify the Operator's Chattels, or fit television aerials, radio aerials or other appurtenances to your Residential Unit, without our prior consent, except where clause 60.1 applies. We can give or withhold consent at our sole discretion.

29. INSURANCE OF YOUR BELONGINGS (INCLUDING VEHICLES)

- 29.1 We strongly recommend that you maintain your own insurance policy to cover risks of loss or damage to your own possessions in your Residential Unit. You must maintain cover for your motor vehicle(s) under an appropriate motor vehicle insurance policy. Irrespective of cause, we will have no responsibility, under any circumstances for loss of or damage to any of your property or vehicles.

30. COMPLIANCE WITH RULES

- 30.1 You must, at all times, observe and comply with the Rules, and not do anything in contravention of the Rules.
- 30.2 You must ensure that all guests or visitors you invite into the Village are aware of the Rules and comply with those Rules in all respects.
- 30.3 We are entitled from time to time to establish, review and amend the Rules at our sole discretion, after consultation as

provided in clause 30.4, provided that any establishment, review or amendment to the Rules does not affect or detract from your existing rights under this Licence.

- 30.4 If we make changes to the Rules, we will first consult with Village residents and will notify you of the changes before you are obliged to observe them.

- 30.5 If there is any inconsistency between this Licence and the Rules, the provisions of this Licence will override the Rules.

31. INDEMNIFICATION OF OWNER

- 31.1 If we suffer any loss or damage as a result of your, or your visitors', carelessness or negligence, you must upon our demand:

- (a) reimburse us for any insurance policy excess, where such loss or damage is covered by our insurance; or
- (b) compensate and reimburse us in full, where such loss or damage is not covered by our insurance.

- 31.2 We will advise you, upon your request, of the current amount of any insurance policy excess for which you may be required to reimburse us under clause 31.1(a).

32. YOUR RELATIONSHIP WITH OTHERS

- 32.1 You are not to do anything or allow anything to be done, within your control, which is or could be a nuisance or annoyance to, or cause distress to, other residents or to us.
- 32.2 You agree to abide by your obligations under the Code of Residents' Rights.

33. PARKING

- 33.1 You may park only in the designated carparks or your Parking Facility.
- 33.2 You are not to allow any guest or visitor to park a vehicle anywhere in the Village other than in the designated parking areas.
- 33.3 You may only use the Parking Facility for parking your car. The Parking Facility may not be used for parking caravans, boats, trailers, motor homes or similar.

34. ENDURING POWERS OF ATTORNEY

- 34.1 On or before the Commencement Date you must give us a copy of properly executed enduring powers of attorney given by you in respect of your property and in respect of your personal care and welfare. These powers of attorney must remain valid in the case of mental incapacity. You must also keep us informed of the current contact details of your attorneys.

35. PRIVACY AUTHORISATION

- 35.1 In order to check your continued suitability to occupy the Residential Unit and for Village administration purposes, we will need to collect and hold relevant personal information about you and in particular relating to your physical or mental health.
- 35.2 You authorise:
- (a) us to collect the relevant personal information about you from any relevant agencies, in particular any health agencies who possess information relating to your physical and mental health;
 - (b) any agency to disclose such relevant information, and in particular, any health agency to disclose information relating to your health to us; and
 - (c) us to release any such relevant information to any independent medical practitioner who is required to make an assessment under clause 65.1 or any health or governmental agency.
- 35.3 During normal business hours, you have the right to access your personal information held by us and to require us to correct any errors in that personal information.

36. REPRESENTATIONS

36.1 If you have supplied us with reports and/or information in connection with your application for the Occupation Right, we have agreed to enter into this Licence with you on the basis of such reports/information.

36.2 All statements made by you in such reports/information must be correct.

37. WILL AND NEXT OF KIN

37.1 You will provide for the final disposal of all property and possessions and the payment of funeral expenses by the execution of a valid last will and testament on or before the Commencement Date.

37.2 You will keep us informed of the name, address and telephone number of your legal personal representative or next of kin.

38. ALTERNATIVE ACCOMMODATION

38.1 For the purposes of this clause 38 the word "Certificate" means a certificate given by an independent medical practitioner certifying that the physical or mental health of one of you (where there are two of you as the Resident) is such that:

(a) the person to whom the Certificate relates cannot live safely in his/her Residential Unit; or

(b) other residents, cannot live safely in their residential units.

38.2 If a Certificate is given in respect of one of you, you both agree that you will arrange alternative accommodation and suitable care (which may be outside the Village) for the person to whom the Certificate relates as soon as practicable.

38.3 Any Certificate will be based on a medical assessment obtained by us at our cost. If we require such an assessment we will consult you, your family or appointed representative as appropriate. You agree to cooperate with us in obtaining this assessment. You may obtain a second opinion at your cost and present this to us.

39. FURNISHINGS

39.1 Except for the Operator's Chattels provided in your Residential Unit, you must provide all necessary equipment, furnishing and furniture for the Residential Unit. We may at our discretion prohibit you from bringing into the Residential Unit or require you to remove from the Residential Unit on the grounds of safety or health any unsuitable furniture, electrical or electronic equipment.

OUR GENERAL OBLIGATIONS

40. MANAGEMENT OF VILLAGE

40.1 We will use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently.

40.2 We will use reasonable care and skill in the exercise and performance of our powers, functions and duties.

40.3 We will manage the Village but reserve the right to appoint a manager to undertake the day-to-day management of the Village.

41. CODE OF PRACTICE

41.1 We will meet all requirements of the Code of Practice (subject to any exemptions we may obtain).

42. POLICIES AND PROCEDURES

42.1 We have and will maintain written policies and procedures in respect of the following matters:

- (a) Staffing of Village;
- (b) Safety and personal security of residents;
- (c) Fire protection and emergency management (including access for people with disabilities);
- (d) Transfer of residents within the Village;
- (e) Meetings of residents with us and resident involvement;

(f) Dealing with complaints by the Village residents;

(g) Accounts;

(h) Maintenance and upgrading;

(i) Termination of this Licence; and

(j) Communication with residents.

43. PROVISION OF UTILITIES AND MAINTENANCE OF VILLAGE

43.1 We will:

(a) supply the Residential Unit with standard connections for water, telephone, television and electricity.

(b) maintain and keep in good condition and order the common areas, pathways and grounds surrounding the buildings including the gardens and trees and shrubs.

(c) maintain and keep maintained in good condition and order all buildings and carpark areas in the Village.

(d) maintain and keep maintained in clean and safe working order, suitable for their intended use, all buildings, plant and equipment.

43.2 We will make and adhere to a long-term plan for maintaining and refurbishing the Village.

43.3 We will not be responsible for any failure in the provision or maintenance of utility services, such as electricity, gas, telephones, tolls and water for any reason at all.

44. INSURANCE OF VILLAGE

44.1 We will, in respect of the Village as a whole, including the Residential Unit, Operator's Chattels, capital improvements, and additional fittings provided by residents (other than any Resident's Chattels), arrange and maintain a comprehensive insurance policy covering the Village for its full replacement value in respect of all usual risks including damage or destruction by fire, accident and natural disaster, and covering any other insurable risk which we may consider desirable, in our interests or in the interests of residents.

44.2 We will ensure that the insurance which we have arranged is to the satisfaction of the Statutory Supervisor.

45. PROVISION OF ASSISTED LIVING SERVICES

45.1 If you are a resident of a Serviced Apartment we will provide you with Assisted Living Services. However, we are not obliged to provide you with the Assisted Living Services while you are absent from the Village.

46. RESIDENTIAL HOME - HOSPITAL CARE

46.1 At your request, and if we consider it necessary and if we have suitable residential home facilities available, we will ensure you receive appropriate short-term residential home care, as required.

46.2 At your request and if we consider it necessary and if we have suitable hospital facilities available, we will ensure you receive appropriate short-term hospital care, as required.

46.3 If we consider it advisable, we will initiate a process to have you assessed by an independent geriatrician for long-term residential care. Your right to receive appropriate residential home care or hospital care from us may depend on the result of this assessment.

46.4 If you have been assessed as requiring long-term residential home care or hospital care as provided in clause 46.3, then we will use our best endeavours to give you priority over applicants who are not residents of the Village and should we not have a suitable bed available for you we will use our best endeavours to provide you with a place in another hospital or rest home.

46.5 You will be responsible for the costs and expenses incurred or to be incurred in connection with such arrangements described in this Section.

46.6 Where we provide the residential home or hospital care you will be charged our usual fee. We will invoice you for such costs and expenses at the end of each month and you must pay us no later than the 20th of the month following the date of invoice.

46.7 We will ensure that you are provided with information on all available options relating to your increased need for care. We will ensure that we consult with you about any such proposed move, along with your family or representative.

47. PROVISION OF ADDITIONAL SERVICES

We will provide you with such Additional Services as we may agree with you from time to time. However, we are not obliged to provide you with the Additional Services while you are absent from the Village.

48. PAYMENT OF VILLAGE OUTGOINGS

48.1 We will ensure that all outgoings in respect of the Village are paid within a reasonable period after they become due and payable.

49. COMMUNICATION POLICIES

49.1 We have and will maintain written policies and procedures for communicating with residents who speak English as a second language or who have a limited ability to communicate. These policies and procedures will be available to a Resident on request.

50. CODE OF RESIDENTS' RIGHTS

50.1 We have adopted a Code of Residents' Rights and this has been handed to you prior to your signing this Licence.

50.2 You are entitled to further copies of the Code of Residents' Rights at any time on request.

51. RIGHTS TO COURTESY AND NON-EXPLOITATION

51.1 We will ensure that we, all of our staff and all people who provide services at the Village, treat Village residents with courtesy and respect their rights.

51.2 We will ensure that we, all of our staff and all people who provide services at the Village do not exploit Village residents.

OUR OBLIGATIONS IN RELATION TO FINANCIAL STATEMENTS

52. YOUR RIGHT TO COPY OF FINANCIAL STATEMENTS

52.1 We will give to you, when you request, free of charge:

- (a) a copy of our or the Village's financial statements, being those audited financial statements that we have most recently delivered under section 18 of the Financial Reporting Act 1993; or
- (b) a copy of the most recent audited financial statements prepared by us under section 35B of the Retirement Villages Act or under an Act referred to in section 35F of the Retirement Villages Act and a copy of the most recent audited financial statements prepared by us under section 35C of the Retirement Villages Act (if any), once such provisions apply to us

52.2 Our obligation under clause 52.1 will apply, regardless of termination of this Licence, until you have received your Exit Payment.

52.3 We will prepare, at the start of each Accounting Period, a statement forecasting for that period:

- (a) the operating expenditure relating to the Village; and

(b) all expenditure relating to the Village (including amounts repayable to residents, former residents and their estates); and

(c) all income relating to the Village; and

(d) the amounts of the operating expenditure that must be met by the residents of the Village.

52.4 We will give a copy of the statement prepared under clause 52.3 to you and to all the other residents of the Village within three months of the start of each Accounting Period.

GENERAL RIGHTS AND OBLIGATIONS OF BOTH OF US

53. CHANGES TO ASSISTED LIVING SERVICES

53.1 We are entitled periodically to change the availability of the Assisted Living Services provided to the Village residents by adding further Assisted Living Services, deleting existing Assisted Living Services, or modifying the terms of access to Assisted Living Services at our discretion.

53.2 If there is a change in the Assisted Living Services, we may change the Assisted Living Services Payment in accordance with clause 15.2.

54. CHANGES TO VILLAGE FACILITIES

54.1 We are entitled periodically to provide additional buildings, areas or amenities as part of the Community Facilities, or to remove buildings, areas or amenities from the Community Facilities permanently or temporarily.

54.2 Our ongoing costs and expenses of providing and maintaining the Community Facilities fall within the Monthly Fee, and are met by residents.

55. MAINTENANCE OF INTERIOR OF RESIDENTIAL UNIT

55.1 You will give us prompt notice of any defect in or want of repair of the Residential Unit or the Operator's Chattels of which you are aware.

55.2 We will make all necessary arrangements for any repairs, maintenance or replacements:

(a) that you notify us of in accordance with clauses 27.2 or 55.1 or;

(b) that we think are necessary or desirable after inspecting the Residential Unit, whether or not you have notified us of them in accordance with clauses 27.2 and 55.1;

to be carried out as soon as reasonably practicable.

55.3 We will consult you about any repairs, maintenance or replacement to be carried out under clause 55.2.

55.4 We will invoice you for the costs of such repairs, maintenance or replacement at the end of each month. You must pay us no later than the 20th of the month following the date of invoice, unless your Licence has terminated. In this case, you must pay us in the manner set out in clause 68.1. Where the Residential Unit is new, we will ensure that the benefit of any warranties is taken into account.

55.5 You are not responsible for the cost of remedying any defect to the Residential Unit or the Operator's Chattels.

55.6 We will not be liable for any loss or inconvenience suffered by you arising from any defect or want of repair to your Residential Unit or the Operator's Chattels unless you

have advised us in writing of any such defect or want of repair and we have failed within a reasonable time to take reasonable steps to repair and make good the defect or want of repair.

56. OPERATOR'S RIGHT TO ENTER RESIDENTIAL UNIT

56.1 You agree to permit us at all reasonable times to enter your Residential Unit for the purpose of inspecting the Residential Unit, giving care and assistance to you and carrying out any necessary or (in our opinion) desirable repairs or alterations. In doing so we will cause as little disturbance as possible to you.

56.2 Wherever practicable we will give you 24 hours prior written notice of our intention to enter your Residential Unit in accordance with clause 56.1.

57. FURTHER DEVELOPMENT OF THE VILLAGE

57.1 We are entitled, as set out in the Deed of Supervision, to improve, extend, add to, reduce or alter the Village or in any manner whatsoever alter or deal with the Village. In undertaking such further development, we will use our best endeavours to cause as little inconvenience to you as is practical in the circumstances.

57.2 You are not entitled to make any objection or claim compensation in respect of any further development or building works we undertake. You will, if we require, sign all consents and other documents as may

be required to give effect to such further development.

57.3 You agree that we are entitled to sell any part of the Village which has not been developed and which we deem to be surplus to our needs.

58. DISPOSE OF/SUBCONTRACT OUR RIGHTS

58.1 We are entitled to market, sell, assign or dispose of our interest under this Licence. If we do so, we recognise our obligation to consult with you as set out in clause 23.2.

58.2 With effect from the date of sale, assignment, or disposal, all our rights and obligations under this Licence will pass to the replacement operator, and we will have no further rights and no further obligations to you under this Licence. You agree to continue to observe and perform all your obligations under this Licence for the benefit of the replacement operator.

58.3 You agree to sign a deed of novation of this Licence in favour of the new operator of the Village and such deed will be in the form provided by us.

58.4 We are entitled at any time without restriction to subcontract our operation rights and obligations to another suitably qualified operator. No such subcontracting will change the basic relationship between us and you, and we will continue to be obliged to perform and observe the terms of this

Licence. If we do subcontract our rights and obligations for any period under this Licence, then the subcontracted operator will be our representative for all purposes under this Licence, and you will comply with all instructions, notices, directions and decisions of the subcontracted operator as if we had issued them directly.

59. DEPOSIT HOLDER

59.1 We and you each appoint the Statutory Supervisor as the Deposit Holder (called the Stakeholder under the Deed of Supervision) and we agree that we will be bound by the provisions of the Deed of Supervision.

60. RESIDENTS WITH DISABILITIES

60.1 If you have a disability, you have the right to alter your Residential Unit if it does not meet your needs.

60.2 If you wish to alter your Residential Unit to meet your needs, you must give us notice in writing:

(a) advising that you need alterations; and

(b) identifying what alterations that you consider you need.

60.3 We will consult with you and reach agreement with you as to what alterations you might need.

60.4 We will undertake the alterations. You will be

responsible for the costs of those alterations. We will invoice you upon completion of the alterations and you must pay us at the time and in the manner set out in clause 55.4.

60.5 We may require you to reinstate your Residential Unit to its original condition upon termination of this Licence. If we do so, then you will be responsible for the cost of the reinstatement. However, if you and we agree, we may decide not to require you to reinstate your Residential Unit. If this is the case, you will not be entitled to any compensation for such alterations and you may be required to make a payment to us to reflect any reduction in value of your Residential Unit caused by the alterations.

DEFAULT

61. YOUR DEFAULT

61.1 If you default at any time in the observance or performance of your obligations under this Licence we may, without prejudice to any of our rights, powers or remedies, at your cost, pay money and do things in our opinion reasonably necessary for the performance of your obligations.

(a) We will consult you before paying such money or doing such things.

(b) You will immediately pay us all money we paid and the costs of us doing such things. Until we receive such payment, the money we paid and costs we incurred will be treated as an advance by us and you must pay interest on that advance at the Default Interest Rate.

61.2 Alternatively, upon such default, if the default is significant or becomes significant because it continues, we may terminate this Licence in accordance with clause 65.

TRANSFER

62. WE WILL ENDEAVOUR TO EFFECT TRANSFER

62.1 We acknowledge that you may wish to move to another residential unit within the Village. Where possible, at our discretion, and subject to:

- (a) the availability of another residential unit;
- (b) our being satisfied that the alternate residential unit will be suitable for you; and
- (c) our finding a new resident to enter an occupation licence for your Residential Unit,

we will endeavour to accommodate your requirements.

63. CONDITIONS OF TRANSFER

If you transfer to another residential unit within the Village, this Licence will terminate and you will enter into a new agreement with us in respect of the other residential unit.

64. OWNER'S DISCRETION REGARDING TERMS AND CONDITIONS OF TRANSFER

64.1 Subject to the requirements of the Code of Practice, the terms and conditions that will apply to your transfer to another residential unit within the Village will be at our sole discretion.

TERMINATION

65. TERMINATION EVENT

Termination by Operator

Health

65.1 We may terminate this Licence if, based on a medical assessment obtained by us, at our cost, under clause 65.2 an independent medical practitioner has certified that your physical or mental health is such that you cannot live safely in your Residential Unit or other residents in the Village cannot live safely in their residential units.

65.2 Should we wish to obtain a medical assessment as set out in clause 65.1, then:

- (a) we will give you not less than 14 days' notice of our intention to require you to have a medical assessment;
- (b) we will consult with you, your family or appointed representative where appropriate;
- (c) you agree to co-operate with us in obtaining this assessment;
- (d) if there are two of you, and clause 65.1 applies to only one of you, we will not terminate this Licence for this reason provided you comply with clause 38.2;
- (e) you may obtain a second opinion at your cost and present this to us within 7 days of your being

advised of the assessment we have obtained as provided for in clause 65.1.

65.3 If we have complied with our obligations in clauses 65.1 and 65.2 and the circumstances giving rise to our right to terminate have not changed, then we will give you not less than one month's written notice of termination.

Serious Damage, Injury, Harm or Distress

65.4 We may terminate this Licence if you

(a) have intentionally or recklessly caused or permitted, or you are highly likely to cause or permit:

(i) serious damage to the Residential Unit or Community Facilities;

(ii) damage to the Residential Unit or Community Facilities which is not of itself of a serious nature but which is made so by its continuous nature; or

(iii) serious injury harm or distress to us or to another resident or any of our employees or visitors or any of your visitors.

65.5 Should we wish to terminate this Licence under clause 65.4,

then we will give you as much initial written notice as is reasonable in the circumstances that we intend to terminate this Licence unless the default is remedied. When determining the period of notice required to remedy the default, we will take into account the nature and extent of the damage, injury, harm or distress concerned.

If we have complied with our obligations in clause 65.5 and the circumstances giving rise to our right to terminate have not changed or been remedied and we still wish to terminate this Licence, then we will give, as much final written notice as is reasonable in the circumstances.

Permanent Abandonment or Breach of Licence

65.6 We may terminate this Licence if:

- (a) you have permanently abandoned the Residential Unit; or
- (b) you have breached this Licence in a material way.

65.7 Should we wish to terminate this Licence under clause 65.6, then we will give you not less than one month's initial written notice that we intend to terminate this Licence unless the breach or circumstances are remedied.

65.8 If we have complied with our obligations in clause 65.7 and the breach or circumstances giving rise to our right to terminate have not changed or

been remedied, and we still wish to terminate this Licence, then we will give you not less than one month's final written notice of termination.

General

65.9 The Termination Date will be the first Working Day after the expiry of the applicable notice period set out in clause 65.8 .

Termination by Resident

65.10 You may terminate this Licence, at your option, at any time.

65.11 Should you wish to terminate this Licence then you must give us one calendar month's notice in writing that you intend to terminate this Licence. If there are two of you in joint occupation then the notice must be signed by both of you.

65.12 The Termination Date will be the first Working Day after the expiry of that notice period.

Automatic termination

65.13 This Licence will automatically terminate on the day that you die, or, where two of you have jointly signed this Licence, the surviving Resident dies (as the case may be). This day will be the Termination Date.

65.14 This Licence will automatically terminate as set out in any written agreement between you and us for the automatic termination of this Licence. The day stipulated in that agreement will be the Termination Date.

66. DEPARTURE FROM RESIDENTIAL UNIT

66.1 You must leave the Residential Unit:

- (a) on the Termination Date; and
- (b) in similar repair, order and condition as it was at the Commencement Date, except for fair wear and tear or any damage by fire, earthquake, tempest, enemy action or other inevitable accident.

66.2 In particular, you must remove all the Resident's Chattels, personal belongings, effects and vehicles from the Residential Unit and the Village on or before the Termination Date or where termination occurs under clause 65.13, seven days after the Termination Date. You must make good any damage caused to the Residential Unit or Village in removing these items.

66.3 If you do not remove these items by the required date then we may remove them and store them at your expense and cost. If you have not taken possession of these items within a further one month we may sell the items and, after deducting our expenses of removal, storage and sale, pay the proceeds to you.

67. FIND NEW RESIDENT

67.1 Subject to clause 67.3, after the Termination Date, we will use our best endeavours to

obtain a new resident for the Residential Unit who we consider suitable as a resident of the Village and who is prepared to enter into an occupation licence on our then standard terms and conditions and with a licence fee and lifecare contribution that are consistent with the proportions generally adopted by us at that time for marketing of residential units in the Village.

67.2 You may introduce a prospective new resident for the Residential Unit to us who we consider suitable as a resident of the Village and who otherwise complies with clause 67.1. Your right to introduce a new resident is subject to us not within a reasonable period of time being able to find someone suitable to take an occupation licence of the Residential Unit from our waiting list of potential residents.

67.3 We do not have to obtain a new resident if:

- (a) this Licence terminates under clause 73.2; or
- (b) we decide we do not want a new resident occupying the Residential Unit.

67.4 We will not give preference to finding residents for residential units in the Village that have not previously been occupied by residents under an Occupation Right Agreement ahead of this Residential Unit.

67.5 We will consult with you regarding the marketing of the

Residential Unit as set out in clauses 23.4 and 23.5.

67.6 If we have not entered into a new occupation licence for the Residential Unit within six months of the Termination Date, we will obtain a valuation of the Residential Unit at our cost by an independent registered valuer who is experienced in valuing retirement village units to establish a suitable price at which to market the Residential Unit. We will show you this valuation. If you do not agree with it, you may obtain a second valuation performed by an independent registered valuer who also is experienced in valuing retirement village units, at your cost.

67.7 We will market the Residential Unit at the price established by the valuation which we have obtained. If however, you have obtained a second valuation then we will consider that second valuation when determining a suitable price at which to market the Residential Unit.

68. OUR EXIT PAYMENT TO YOU

68.1 Except where clause 73 applies, on or before the Exit Payment Date, we will pay you the Exit Payment plus or minus the amounts set out in clause 3.5 in accordance with the following provisions of clause 68.

Exit Payment Date

68.2 Subject to clauses 68.3 to 68.5 and clause 73.4, the Exit Payment Date is any date within five Working Days after we

(a) receive full settlement of the total amount payable by any new resident for the Residential Unit; and

(b) hold an occupation licence satisfactory to us for the Residential Unit properly signed by the new resident.

68.3 Should the events in clause 68.2 not have occurred within 90 days of the Termination Date, then we may at our absolute discretion and in exercising our discretion we shall have regard to our financial position, pay you out your Exit Payment 90 days after the Termination Date and this date shall then be the Exit Payment Date.

68.4 However, if we decide we do not want a new resident occupying your Residential Unit, the Exit Payment Date is the date one month after the date that we advise you that we do not want a new resident occupying your Residential Unit.

68.5 If we have initiated termination under clauses 65.4 or 65.6 then the Exit Payment Date is five Working Days after the date of expiry of the applicable notice period as set out in clauses 65.3 or 65.8.

68.6 If our payment of the Exit Payment must be made to your personal representative, then we will be entitled to be satisfied that your personal representative holds proper probate of your will, or letters of administration of your estate before making a payment. If there is any delay in meeting our requirements in this regard then we will lodge the money due to your estate on interest bearing deposit, with interest to accrue to the benefit of your estate until our requirements have been met.

69. YOUR PAYMENTS TO US ON TERMINATION

69.1 The amounts to be deducted from any payment made by us to you on termination, are as follows:

- (a) any outstanding Monthly Fee;
- (b) any outstanding Assisted Living Payments;
- (c) any outstanding Additional Services Costs;
- (d) any utility charges;
- (e) the costs of cleaning the Residential Unit;
- (f) any other money due or that will be due from you under this Licence.

DAMAGE OR DESTRUCTION OF THE RESIDENTIAL UNIT

70. DAMAGE OR DESTRUCTION

70.1 If your Residential Unit is damaged or destroyed by fire, accident, natural disaster or any other risk (“Damage Event”) the following provisions in clauses 70 to 74 apply.

70.2 You and we both acknowledge that if a Damage Event occurs, the time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend on circumstances outside our control. Accordingly the phrase “as soon as reasonably practicable” shall mean taking all relevant circumstances into account.

71. CONSULTATION

71.1 Following a Damage Event we will consult with you to decide whether it is practicable to repair or replace your Residential Unit. After we have consulted with you, we will notify you in writing of our decision. We will endeavour to consult with you and notify you of our decision as soon as reasonably practicable after the Damage Event.

72. REPAIR OR REPLACEMENT OF RESIDENTIAL UNIT

72.1 If we have decided it is practicable to repair and replace your Residential Unit, we will fully repair or replace your Residential Unit as soon as practicable. However, we are not bound to expend any

more money than the actual amount of the insurance money we receive.

72.2 Subject to clause 72.1 above, if we have decided to replace your Residential Unit we will endeavour to ensure that it is replaced to a design we consider appropriate and to a standard at least equal to that of your Residential Unit prior to the Damage Event, subject to us receiving the necessary building consents to do so.

Suspensions of Payments during Repair or Replacement

72.3 If your Residential Unit becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors’, acts or omissions, your requirement to pay the Monthly Fee and Assisted Living Payment will be suspended from the date of the Damage Event to the date your Residential Unit (or its replacement) is ready for occupation by you following repair or replacement.

72.4 Unless clause 72.8 applies, if your Residential Unit becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors’, acts or omissions, the accrual of the Lifecare Contribution will be suspended from the date of the Damage Event until the date your Residential Unit (or its replacement) is ready for occupation by you following repair or replacement. Your Lifecare Contribution will not exceed the amount set out in

clause 3.5 and its total period of calculation shall be extended by no more than the length of time of such suspension.

Temporary Accommodation

- 72.5 Following the Damage Event we will use our best endeavours to provide alternative temporary accommodation for you while your Residential Unit is being repaired or replaced or until this Licence is terminated. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.
- 72.6 We will be responsible for the cost of providing such accommodation to you for as long as we receive adequate amounts from our insurer for such costs. If our insurance for such costs is exhausted, you will be responsible for such costs.
- 72.7 You must pay us any outgoings relating to such accommodation and any charges for personal services provided to you whilst you are staying in temporary accommodation.
- 72.8 For so long as you are staying in temporary accommodation paid for by us (pursuant to clause 72.6), the Lifecare Contribution will continue to accrue to us.
- 72.9 If a facility in the Village is being repaired or replaced following an insured event, we will use reasonable

endeavours to provide alternative facilities at our cost as soon as reasonably practicable.

73. TERMINATION OF LICENCE

- 73.1 Following a Damage Event and after consultation with you under clause 71, we may (in our sole discretion) decide it is not practicable to repair or replace your Residential Unit in the following circumstances:
- (a) repair or replacement of the Residential Unit is not practicable due to the nature or extent of the damage or destruction;
 - (b) we are unable to obtain the necessary building consents to repair or replace;
 - (c) the insurance money we receive is not adequate to meet the cost of repairing or replacing the Residential Unit; or
 - (d) we receive no insurance money.
- 73.2 If we decide not to repair or replace the Residential Unit under clause 73.1, this Licence will automatically terminate on the date we write to you notifying you of our decision, unless clause 74 applies.
- 73.3 If this Licence terminates under clause 73.2, we will pay you the Exit Payment and an amount equal to the Parking Fee (if applicable and not repaid earlier), together with an amount equal to the Lifecare Contribution, less any amounts

we are entitled to deduct under clauses 3.5 and 69. Clause 68.6 applies to such payment.

73.4 If this Licence terminates under clause 73.2 the Exit Payment Date is 10 Working Days after the date we or the Statutory Supervisor receives full payment from our insurers for the loss or damage.

73.5 If we do not receive full payment from our insurers, we must still pay you the amounts set out in clause 73.3.

74. TRANSFER TO ANOTHER RESIDENTIAL UNIT

74.1 If we decide not to repair or replace the Residential Unit, we may offer you an option to transfer to an alternative residential unit (either pre-existing or yet to be constructed) in the Village.

74.2 If we offer you such option, the licence fee for the alternative residential unit will be no more than the Licence Fee for your Residential Unit and the lifecare contribution for the alternative residential unit will be no more than the Lifecare Contribution for your Residential Unit.

74.3 If you accept such option you will be responsible for moving yourself and your belongings at your own cost and your legal costs in relation to entering into a new occupation licence for the alternative residential unit on our then standard terms.

74.4 If we offer you an option to transfer to an alternative residential unit and you do not

accept such option, this Licence will be deemed terminated by you and the provisions in clause 68 will apply. For the avoidance of doubt, only any unaccrued portion (if any) of your Lifecare Contribution will be payable to you.

75. DAMAGE OR DESTRUCTION OF PART OF THE VILLAGE

75.1 If a substantial part of the Village is damaged or destroyed, even if the Residential Unit is not damaged, we will consult with you to decide whether it is practicable to repair or replace such part of the Village. If you decide to terminate this Licence in these circumstances, the provisions in clause 68 will apply. For the avoidance of doubt, only any unaccrued portion (if any) of your Lifecare Contribution will be payable to you.

COMPLAINTS FACILITY AND DISPUTES RESOLUTION

76. DISPUTE RESOLUTION (EXCEPT A DISPUTE REGARDING DISPOSAL OF RESIDENTIAL UNIT)

76.1 Notwithstanding any other provision in this Licence, any complaint or dispute (except a dispute regarding the disposal of your Residential Unit) shall be dealt with in accordance with this clause 76.

Your complaint

76.2 We have established written complaints policies and procedures for dealing with complaints by Village residents. These policies and procedures are available to you on request.

76.3 If you have a complaint you must first refer the complaint to us as set out in our complaints policies or procedures.

76.4 20 Working Days after you referred the complaint to us, you may require the matter to be resolved by a disputes panel established under the Retirement Villages Act 2003 by giving us and/or any other party a dispute notice.

Our complaint

76.5 If we have a complaint concerning you we must first notify you of that complaint. We must then make reasonable efforts to resolve our complaint with you.

76.6 20 Working Days after we notified you of the complaint, we may require the matter to be resolved by a disputes panel by giving you and any other party a dispute notice.

77. DISPUTE RESOLUTION FOR DISPUTE REGARDING DISPOSAL OF RESIDENTIAL UNIT

77.1 Notwithstanding any other provision in this Licence, a dispute regarding the disposal of your Residential Unit will be dealt with in accordance with this clause 77.

77.2 If you have a complaint because we have not found a new resident for your Residential Unit within nine months after the Residential Unit became available to us for disposal, you may give us a dispute notice as provided in the Retirement Villages Act 2003.

MEETINGS

78. RESIDENTS' MEETINGS

78.1 We will call meetings of residents of the Village in the circumstances and for the purposes set out below:

Circumstances	Purpose
An annual general meeting within 6 months after the end of an accounting period for which financial statements must be prepared for the operator or the retirement village	Considering the financial statements, a report from statutory supervisor (if any), a report on maintenance and other matters
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
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
Where the Act, Regulations or the Code of Practice require us to obtain the consent of residents of the village	To obtain the consent of residents of the Village
Where other enactments, the resident's Occupation Licence or other such documents require us to obtain the resident's collective consent	To obtain the resident's collective consent

78.2 We will provide written notice of the meeting to you and each resident of the Village in the manner set out in clauses 79.2 and 79.3 at least 10 Working Days before the meeting. The notice will specify the time, place and agenda of the meeting, and all papers to be considered at the meeting will be attached.

78.3 You and we agree that the meetings will be chaired by a person:

- (a) appointed by the Statutory Supervisor; or
- (b) appointed in accordance with the conditions (if any) of an exemption (if any) that we may have from appointing a Statutory Supervisor; or
- (c) appointed by the majority of the residents of the Village who are at the meeting if an appointment has not been made under paragraphs (a) or (b) above.

78.4 We will give to you and the other residents attending the meeting, either orally or in writing, the information that:

- (a) relates to the affairs of the Village; and
- (b) has been requested with reasonable notice by a resident of the Village.

GENERAL

79. GENERAL PROVISIONS

No waiver

79.1 Any failure by us to insist upon your strict performance, observance or compliance with any of your obligations under this Licence, or our waiver of your breach of any terms of this Licence shall not be construed to be a waiver or relinquishment by us of our right to insist upon your strict compliance with all or any one or more of the terms of this Licence.

Notices

79.2 All notices may be given by delivering such notice either personally or by leaving it at, or sending it to, the person's last known or usual place of residence or business.

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

Our consent

79.4 If, under this Licence, the doing or execution of any act, matter or thing by you requires our consent or approval, such consent or approval may be given conditionally or unconditionally or withheld by us in our sole discretion.

In writing

79.5 All notices and consents or approvals given under this Occupation Licence must be in writing.

Non-merger

79.6 Our and your obligations set out in the following provisions of this Licence will continue until the specific terms of the provision have been complied with or on any later date upon which we have paid you the Exit Payment:

- (a) Clauses 12 to 22 inclusive;
- (b) Clause 25;
- (c) Clauses 30 to 33 inclusive;
- (d) Clause 52.1; and
- (e) Clauses 73.3 to 73.5 inclusive.

Severability

79.7 If any provision of this Licence is declared illegal, invalid or unenforceable this Licence shall be read as if such provision were not contained in it. You and we shall endeavor in good faith negotiations to replace any such illegal, invalid or unenforceable provisions.

Procedure if there ceases to be a statutory supervisor

79.8 If the Statutory Supervisor at the Commencement Date, or any replacement statutory supervisor, ceases to be the Statutory Supervisor of the Village, then we will promptly

appoint a new statutory supervisor with the required qualifications to act as statutory supervisor of the Village in accordance with the procedures set out in the Retirement Villages Act and the Deed of Supervision.

- 79.9 If we and the residents of the Village by extraordinary resolution passed at a meeting held in accordance with the Deed of Supervision decide that there shall be no statutory supervisor for the Village, then we will make application to the Registrar of Retirement Villages under the Retirement Villages Act for an exemption from having a statutory supervisor for the Village. If the exemption is approved, then we will abide by all the conditions required by the Registrar of Retirement Villages.

SCHEDULE ONE - VILLAGE OUTGOINGS

The Monthly Fee means all costs, charges, expenses, wages, salaries, fees and other outgoings paid or payable in relation to the management, supervision and operation of the Village and include (without limitation):

- (a) all taxes (except income tax or capital taxes in respect of our income or profits) in respect of the Village and the Land;
- (b) all rates, levies, charges, assessments and fees payable to any government, territorial or local authority in respect of the Village and the Land;
- (c) the cost of compliance with any statute, regulation, bylaw or other lawful obligation in respect of the Village;
- (d) the charges for water, gas, electricity, fuel, telephone and tolls, sewerage and equipment leases and other utilities, services or requirements furnished or supplied to us for the general benefit or purpose of the Village and its residents, and not specifically the responsibility of a resident;
- (e) the costs of operating, supplying, maintaining, inspecting, testing and repairing all services from time to time provided by us, including electrical and plumbing services, emergency or other alarm services or systems (if any), television network system (if any), and plant and equipment required for any such services;
- (f) all NZ Fire Service charges or the maintenance charges for all fire detection and fire fighting equipment;
- (g) insurance premiums relating to all buildings, the Community Facilities (but excluding your personal belongings and vehicle(s)) and any associated valuation fees;
- (h) 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;
- (i) a reasonable annual management fee in respect of the management services (if any);
- (j) the costs of providing security, rubbish collection, cleaning, gardening, lawn mowing and other services for the general use and benefit of the residents;
- (k) the cost of replacing minor capital items;
- (l) the costs of maintaining and repairing all buildings, Community Facilities and the Village generally, but excluding the cost of any structural maintenance and repairs able to be funded out of the maintenance reserve fund described in paragraph (n) of this summary, and any maintenance, repair and replacement costs payable by you pursuant to the provisions of your Licence;

- (m) a reasonable allowance for depreciation of the chattels in the Community Facilities;
- (n) a reasonable sum in each financial year of the Village, as we determine, as a contribution to a maintenance reserve fund to cover costs of repairs, maintenance, renovations and replacements to the Village of a substantial but infrequent or irregularly occurring nature;
- (o) appropriate fees and expenses of the Statutory Supervisor and all other accounting, audit and legal costs incurred in the administration of the Village, and including all costs relating to maintaining Village registration under the Retirement Villages Act;
- (p) registration fees, accreditation costs and levies relating to our membership of the Retirement Villages Association of New Zealand (Incorporated) or any similar association.

**SCHEDULE TWO -
ASSISTED LIVING SERVICES**

- Lunch
- Apartment cleaning
- Provision and laundering of linen

SCHEDULE THREE - OPERATOR'S CHATTELS

Residential Apartments

Stove

Clothes Dryer

Rangehood

Bathroom Expelair

Heated towel rail

Dishdrawer

Waste Disposal unit

Net curtains (optional)

Floor coverings

Serviced Apartment

Net curtains (optional)

Floor coverings

Bathroom heater

Heated towel rail

SCHEDULE FOUR -