

**DISCLOSURE STATEMENT**

**THE FALLS ESTATE LIFESTYLE VILLAGE**

**28 February 2022**

## TABLE OF CONTENTS

<b>DETAILS OF VILLAGE AND OPERATOR.....</b>	<b>1</b>
<b>IMPORTANT INFORMATION FOR INTENDING RESIDENTS.....</b>	<b>2</b>
<b>INFORMATION ABOUT AVOIDING OCCUPATION RIGHT AGREEMENT .....</b>	<b>2</b>
<b>COOLING-OFF PERIOD .....</b>	<b>4</b>
<b>OWNERSHIP, MANAGEMENT AND SUPERVISION.....</b>	<b>7</b>
1. <b>OWNERSHIP STRUCTURE AND OCCUPANCY RIGHTS .....</b>	<b>7</b>
2. <b>RESIDENT’S RIGHTS.....</b>	<b>8</b>
3. <b>MANAGEMENT ARRANGEMENTS FOR THE VILLAGE.....</b>	<b>11</b>
4. <b>STATUTORY SUPERVISOR .....</b>	<b>12</b>
<b>STATE OF VILLAGE, SERVICES, CHARGES AND ACCOUNTS .....</b>	<b>13</b>
5. <b>STATE OF THE VILLAGE .....</b>	<b>13</b>
6. <b>SERVICES AND FACILITIES AT THE VILLAGE.....</b>	<b>14</b>
7. <b>CHARGES.....</b>	<b>16</b>
8. <b>MAINTENANCE AND REFURBISHMENT.....</b>	<b>20</b>
9. <b>FINANCIAL ACCOUNTS .....</b>	<b>21</b>
<b>OCCUPATION RIGHT AGREEMENTS, TERMINATIONS, DEDUCTIONS AND ESTIMATED FINANCIAL RETURNS .....</b>	<b>22</b>
10. <b>COOLING-OFF PERIOD AND CANCELLATION OF OCCUPATION RIGHT AGREEMENT .....</b>	<b>22</b>
11. <b>VARYING OCCUPATION RIGHT AGREEMENT.....</b>	<b>22</b>
12. <b>TERMINATION OF OCCUPATION RIGHT AGREEMENT.....</b>	<b>22</b>
13. <b>ESTIMATED FINANCIAL RETURN ON DISPOSAL OF DWELLING ....</b>	<b>23</b>
14. <b>RESPONSIBILITIES FOR INSURANCE .....</b>	<b>23</b>
15. <b>MOVING INTO REST HOME OR HOSPITAL CARE FACILITIES IN VILLAGE .....</b>	<b>24</b>
16. <b>EFFECT OF MARRIAGE OR CIVIL UNION ON OCCUPATION RIGHT AGREEMENT .....</b>	<b>24</b>
17. <b>DOCUMENTS AVAILABLE TO RESIDENTS AND INTENDING RESIDENTS.....</b>	<b>25</b>
<b>GLOSSARY .....</b>	<b>26</b>
<b>SCHEDULE ONE.....</b>	<b>27</b>
<b>SCHEDULE TWO .....</b>	<b>29</b>

# THE FALLS LIFESTYLE ESTATE

## DISCLOSURE STATEMENT

### Pursuant to the Retirement Villages Act 2003 and the Retirement Villages (General) Regulations 2006

This Disclosure Statement sets out details about the Village, The Falls Estate Lifestyle Village, the Operator, The Falls Estate Lifestyle Village Limited Partnership, and the rights and obligations a Resident has relating to a Dwelling at the Village.

Specific details and information relating to a particular Resident's personal interest in the Village can be found in the Schedule attached to this Disclosure Statement.

Capitalised terms used in this Disclosure Statement are explained in the Glossary on page 26.

### DETAILS OF VILLAGE AND OPERATOR

Date of Disclosure Statement:	28 February 2022
Date of Registration:	Lodged for registration on 28 February 2022
Village's Registered Office:	Suite 3, Level 2, 8a Cleveland Road, Parnell, Auckland
Village's Address for Service:	94 Boundary Road, Whangarei
Village's Street Address:	94 Boundary Road, Whangarei
Operator's Registered Office:	Suite 3, Level 2, 8a Cleveland Road, Parnell, Auckland
Operator's Street Address:	94 Boundary Road, Whangarei
Operator's Contact Details:	Phone: 09 437 5844
Operator's Agent:	Guy Eady Director
Operator's Agent's Contact Details:	Phone: 021 798 848 Email: <a href="mailto:guy.eady@thebegroup.co.nz">guy.eady@thebegroup.co.nz</a>
Village Manager:	Marie Annandale Phone: 09 437 5844 Mobile: 021463588 Email: <a href="mailto:marie.annandale@thebegroup.co.nz">marie.annandale@thebegroup.co.nz</a>

## **IMPORTANT INFORMATION FOR INTENDING RESIDENTS**

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

You should read this disclosure statement carefully.

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

Ask questions.

You must obtain advice from a lawyer independent of the Operator of the village before you sign an occupation right agreement (i.e., a document which confers on any person the right to occupy a Dwelling within the village and specifies any terms or conditions to which that right is subject).

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

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

It is important that you and your family understand what is involved in entering into an occupation right agreement to join a retirement village.

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

## **INFORMATION ABOUT AVOIDING OCCUPATION RIGHT AGREEMENT**

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

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

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

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

You should seek legal advice before using the right.

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

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

## COOLING-OFF PERIOD

A resident also has certain rights during their cooling-off period. Please see paragraph 10 below for further details. Following is a copy of Section 28 of the Retirement Villages Act 2003:

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

## Definitions

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

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

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

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

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

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

**resident** means any of the following:

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

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

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

- (a) gardening, repair or maintenance services;
- (b) nursing or medical services;
- (c) the provision of meals;

- (d) shops and other services for the provision of goods;
- (e) laundry services (not being the provision of facilities for residents to carry out their own laundry);
- (f) services (for example, hairdressing services) for the personal care of residents;
- (g) transport services;
- (h) services for recreation or entertainment;
- (i) security services;
- (j) other services for the care or benefit of residents.

## **OWNERSHIP, MANAGEMENT AND SUPERVISION**

### **1. OWNERSHIP STRUCTURE AND OCCUPANCY RIGHTS**

#### **Legal Nature of Operator**

The Operator, The Falls Estate Lifestyle Village Limited Partnership is a limited partnership registered under the Limited Partnerships Act 2008 under number 50066148 (NZBN 9429049377675).

The General Partner for the Operator is The Falls Estate Lifestyle GP Limited.

#### **Details of General Partner**

The directors of the General Partner are Olaf Guy Eady, Brett Meyer and Angela Kneeshaw.

#### **Operator's Interest in the Village**

The Operator owns the underlying freehold interest in the Village land, which is registered as certificate of title numbers NA97D/400 and NA121C/939 (North Auckland Land Registration District).

#### **Charges over or Interests in the Operator's Interest**

- (a) As at the date of this Disclosure Statement, the Operator has granted a guarantee of the obligations of BeGroup Investments LP (the parent company of the Operator) in favour of ASB Bank Limited as Security Trustee. The guarantee is secured by a mortgage over the Village land and a general security agreement over the Operator, each in favour of the Security Trustee. BeGroup Investments LP facilities with the Security Trustee have a maximum limit of \$58,500,000. The sum of \$40,042,500 has been drawn down at the date of this Disclosure Statement.
- (b) The Village land is also subject to a first ranking encumbrance in favour of the Statutory Supervisor. The encumbrance secures the Operator's obligations to the Residents, including the obligation to pay the Exit Payment in accordance with the terms of the Residents' Occupation Licences. There is no maximum sum secured by the encumbrance. The Operator has also granted a second ranking general security agreement in favour of the Statutory Supervisor to secure the above obligations to the Residents.

#### **Nature of Resident's Interest and Occupancy Rights**

A Resident has no interest in the Village land.

Residents at the Village are offered a contractual licence to occupy their Dwelling that does not grant the Resident any interest in the land relating to that Dwelling. That Occupation Licence constitutes an Occupation Right Agreement and is secured by the mortgage in favour of the Statutory Supervisor described above.

## 2. RESIDENT'S RIGHTS

### Rights the Resident has

A Resident has the following rights:

<b>Right</b>	<b>Details, conditions and limitations</b>
To grant a security interest in the termination proceeds	Only with the Operator's prior written consent.
To have friends or family stay in the Dwelling	A Resident may have friends or relatives stay in the Dwelling provided the Resident has the prior written consent of the Village manager. Such friends or relatives must comply with the Village rules and cannot stay in the Dwelling for a period totalling more than 90 days in a calendar year.
To have a spouse, civil union partner or de-facto partner of the Resident stay with the Resident in the Dwelling	Such spouse, civil union partner or de facto partner must: <ul style="list-style-type: none"> <li>• comply with the Village Rules;</li> <li>• satisfy the Operator's usual entry criteria for the granting of an Occupation Right Agreement; and</li> <li>• sign a deed, at the cost of the Resident, agreeing to be bound by the provisions of the Resident's Occupation Right Agreement; or</li> <li>• if the Resident wishes the spouse, civil union partner or de-facto partner to have the right to live in the Dwelling after the Resident's death the parties must enter into a new Occupation Right Agreement at the cost of the Resident</li> </ul>
To keep a pet in the Dwelling	Only with the Operator's prior consent. Such consent can be withdrawn at any time if the pet disturbs other Residents or causes any damage or nuisance.

### **Rights the Resident does not have**

A Resident does not have the following rights:

- To sell or market the Dwelling. See the section below "Marketing of Dwelling" for further information on selling and marketing the Dwelling.
- To mortgage or otherwise borrow against the Resident's interest in the Dwelling.
- To have a person board with the Resident in the Dwelling.
- To have a person stay in the Dwelling to mind it for the Resident whilst the Resident is away.
- To let or sub-let the Dwelling to another person.
- To have a person stay in the Dwelling as a companion or carer for the resident.

### **Rules**

A Resident must comply with the Operator's rules for the Village. Residents must also ensure that all of their guests comply with the Operator's rules as a term of the Occupation Right Agreement. A copy of the rules is attached to the Resident's Occupation Right Agreement but those rules may be changed by the Operator from time to time. If the Operator wishes to change the rules it will consult with the Residents and notify them of any changes before requiring Residents to comply with them. A copy of the current Rules is available from the Operator on request.

### **Limits on living in or using the Dwelling**

#### ***Alterations***

A Resident may not make any alterations or additions to the Dwelling or modify the Operator's Chattels, or fit aerials or other appurtenances without the Operator's prior written consent.

However, if the Resident has a disability they are entitled to alter their Dwelling if it does not meet their needs. If a Resident wishes to make such alterations they must give the Operator written notice and consult with the Operator. The Operator will undertake such alterations at the Resident's cost and may require the Dwelling to be reinstated to its original condition on termination (at the Resident's cost).

#### ***Personal Use and Occupation***

The Dwelling must only be used for the Resident's personal use and occupation, subject to any rights to have people stay in the Dwelling as described in the section headed "Rights the Resident has" above.

#### ***Nuisance or Annoyance***

A Resident must not do anything or allow anything to be done (within the Resident's control) which is or could be a nuisance or annoyance to other Residents or to the Operator.

#### ***Damage***

A Resident must not do anything which damages the Dwelling or vitiates or avoids the Operator's insurance.

## **Marketing of the Dwelling**

The Operator controls the sale and marketing of the Dwelling when a Resident's Occupation Right Agreement terminates. Following termination, the Operator will take all reasonable steps to obtain a new Resident for the Dwelling. The Resident does not have any control over the selling and marketing process but is entitled to introduce a new Resident. No commission is payable for such an introduction.

A new Resident must be suitable for the Village (in the Operator's opinion) and must be prepared to enter into an Occupation Right Agreement on the Operator's then standard terms and conditions and for the best price reasonably obtainable.

The Operator will consult with the Resident about when the Dwelling goes on the market and the general nature of the marketing plan. The Operator will keep the Resident informed of the marketing progress on a monthly basis.

If a new Occupation Right Agreement is not entered into within three months of termination, the Operator will let the Resident know in writing and will then provide monthly written reports on the process, stating the steps the Operator has taken and the progress that has been made.

If a new Occupation Right Agreement is not entered into within six months of termination, the Operator will obtain a valuation (at its cost) of the Dwelling by an independent registered valuer with experience in valuing retirement village units, to establish a suitable price for marketing the Dwelling. The Operator will market the Dwelling at this price. If the Resident does not agree with the valuation, they have the right to obtain a second valuation performed by an independent registered valuer, at the Resident's cost. If a second valuation is obtained, the Operator will consider it when setting the price.

If a new Occupation Right Agreement is not entered into within nine months of the Dwelling becoming available for re-occupation, the Resident may be able to give a Dispute Notice.

The Operator may agree in writing to buy a Resident's interest in the Dwelling. Settlement of such agreement will be within 20 Working Days of the agreement and will be at a price determined in accordance with the Resident's Occupation Right Agreement or such lower price as agreed by the Operator and the Resident.

The Resident is required to pay the Operator an amount equal to 3% plus GST (if any) of the Entry Payment on the Exit Payment Date. This is consideration for any expenses and services provided by the Operator in undertaking the re-licensing of the Dwelling for the Resident upon their exit from the Dwelling.

## **Circumstances in which a Resident is entitled to a Refund**

A Resident is entitled to a refund of their Entry Payment plus interest if they exercise their rights pursuant to the Cooling-off Period. Please see paragraph 10 below for further details.

A Resident will also be entitled to a refund of their Entry Payment plus interest, if they avoid their Occupation Right Agreement under section 31(1) of the Retirement Villages Act 2003.

If an intending Resident has paid a deposit upon applying for an Occupation Right Agreement but that application does not proceed and no Occupation Right

Agreement has been entered into, the Resident is entitled to a refund of that deposit but is not entitled to any interest earned on that deposit.

### **3. MANAGEMENT ARRANGEMENTS FOR THE VILLAGE**

#### **Details of Manager**

The Operator has not appointed a separate company or other entity as Manager of the Village and is responsible for the operation and management of the Village itself.

#### **Key Management Personnel at the Village and Availability**

Marie Annandale is the Manager and Sales Manager of the Village

Key management personnel are available during usual business hours.

#### **Times when the Village Manager is at the Village and can be Contacted and Contact Details**

The Village Manager will be at the Village during usual business hours. The Village Manager will appoint a substitute for any period which the Village Manager is away from the Village during usual business hours.

The Village Manager can be contacted at the Village office during usual business hours. (See page 1 for contact details).

#### **Experience and Core Duties of the Manager and the Village Manager**

The Operator is ultimately wholly owned by BeGroup Investments LP which operates one other retirement in Auckland. The managing director of BeGroup is Guy Eady, who has over 25 years' experience in managing and operating aged care facilities and retirement villages in New Zealand.

The Village Manager is an employee of the Operator and has held this role at the Village since August 2019, prior to this she held the role of Village Administration Manager at the Village. The core duties of the Village Manager are to administer the day to day affairs of the Village, to arrange the provision of services, staff supervision and property management.

#### **Legal Relationship Between Manager and Operator**

The Operator is the Manager of the Village and employs the Village Manager. The Operator will consult Residents if it wishes to appoint another company or entity as Manager of the Village but will not consult with Residents if it employs a person in the role of Village Manager.

#### **Residents' Committee**

A Residents' committee of eight persons is established at the Village. Seven members are elected by Residents and one member is appointed by the Operator. The person appointed by the Operator has no voting rights. The Operator is not bound to incur any expenditure by any decision of the Residents' committee. Subject to the Operator's need to operate the Village without undue interference and to provide services for the benefit of all Residents, the committee enables Residents to express their views collectively to the Operator.

#### **4. STATUTORY SUPERVISOR**

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

The core duties of a statutory supervisor are to:

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

#### **Details of Statutory Supervisor**

Covenant Trustee Services Limited

191 Queen Street  
Auckland  
PO Box 4243  
Shortland Street  
Auckland 1140

Phone: 09 302 0638  
Email: team@covenant.co.nz

## **STATE OF VILLAGE, SERVICES, CHARGES AND ACCOUNTS**

### **5. STATE OF THE VILLAGE**

#### **Details of Village**

The Village was opened in 1996. Dwellings were constructed from 1996 to 2008, with the Community Centre being completed in 1996, the Palms Apartments being completed in 2005 and the Boundary Apartments being completed in 2008. The Village is predominantly of a brick and weatherboard construction. The Village and its facilities, paths, driveways, roads, grounds, street lighting and security features (the external boundary fence and security entry gates) are in a good condition and standard of maintenance.

#### **Completion of Village**

As at the date of this Disclosure Statement, the Village is not fully complete. The estimated completion date is 2030.

A resource consent has been issued for 6 apartments which will be built above the Community Centre. An adjacent property known as 90 Boundary Road is owned by an entity related to the Operator. This entity has obtained resource consent and is investigating the feasibility of constructing a care facility on this site together with 6 residential units. If this project proceeds the units are intended to form part of the Village.

The effect of the further development on existing Residents may be that some inconvenience, traffic and noise is associated with construction. However the Operator intends to minimise any adverse effect on existing Residents. The development will not have any effect on the periodic charges payable by existing Residents, other than increases as described in paragraph 7.

#### **Dwellings at the Village**

As at the date of this Disclosure Statement, there are 153 completed Dwellings, being 121 Units and 32 Apartments. There are currently 2 unoccupied Apartments and 1 unoccupied Unit. There are also 7 independent garages at the Village. These are available to Residents on request to the Operator and subject to availability as part of their Occupation Right Agreement. Priority will be given to Residents of Palms Apartments.

#### **Disposals in the last 12 Months**

See Schedule Two for details.

## 6. SERVICES AND FACILITIES AT THE VILLAGE

### Services Offered at the Village

The following services are offered at the Village:

<b>Service</b>	<b>Details, including frequency and charges</b>
Gardening	Gardening of the common areas of the Village is carried out by the Operator continuously throughout the year. The costs of this service are included in the Village Fee.
Lawn mowing	Lawn mowing and edges of the common areas of the Village is carried out by the Operator as required. The costs of this service are included in the Village Fee.
Repair and maintenance	Repairs and maintenance of the common areas of the Village and the Dwellings is carried out by the Operator as required and as set out in the long term maintenance plan. Some of the costs of this service are included in the Village Fee. Some costs are invoiced to residents as set out in section 8 below.
Provision of meals	Meals are available for purchase by a Resident on a weekly basis when the restaurant operates at the Village Restaurant/Café. If the Resident uses this service they pay the caterer directly.
Shops and other services for the provision of goods	There is a Village shop from which Residents can purchase goods including a wide range of frozen meals.
Hairdressing and other personal care services	A hairdresser visits the Village on a weekly basis. If a Resident uses this service they pay the hairdresser directly.
Transport services	The Operator provides transport services for group outings and individual medical trips. In some cases a fee will apply.
Recreation and entertainment services	The Village Manager and the Residents' committee arrange recreational and entertainment services. Some services may be free but a fee may be payable for other services as and when the service is used.
Security Services	An emergency call system is available in all Dwellings. This is monitored 24 hours a day. Any calls resulting in external providers providing non-emergency services will be paid directly by the Resident.

<b>Service</b>	<b>Details, including frequency and charges</b>
Podiatry	A podiatrist is currently available twice a month on a user pays basis.
Drycleaning	Drycleaning can be dropped at reception is collected up to 3 times a week. This service is provided on a user pays basis.

The services are for the shared use of the residents only, and the availability may change from time to time.

### **Services Not Offered at the Village**

The following services are not offered at the Village: laundry services and nursing and medical services.

### **Facilities Offered at the Village**

The following facilities are offered at the Village:

<b>Facilities</b>	<b>Details, including limits on availability and charges</b>
Dining Facilities	A restaurant / café is located in the Community Centre. Open to provide meals twice weekly on Tuesdays and Fridays on a user pays basis.
Lounge or television room	Located in the Community Centre and available as required.
Gymnasium	Located in the Community Centre and available as required.
Spa pool and swimming pool	Located in the Community Centre and available as required.
Indoor Bowls	Available as required without additional charge. This consists of two raised mats and two floor mats for indoor bowls.
Library	Located in the Community Centre and available as required.
Workshop	A woodworking and engineering workshop is available to all Residents on completion of appropriate induction by the Tool Shed organising committee.
Billiard table	Located in the Community Centre and available as required.

<b>Facilities</b>	<b>Details, including limits on availability and charges</b>
Village bar	Located in the Community Centre and available to all Residents for Tuesday and Friday happy hours when the restaurant is open. Available at other times by negotiation with the Residents Committee. Run on a user pays basis.
Movie theatre, DVD and video library	Located in the Community Centre and available as required.
BBQ	Located outside the Community Centre and available as required.
Craft Room	Located adjacent to the Community Centre and available to Residents as required
Table tennis	Located in the Community Centre is available when the Centre is open.
Petanque Court	Located outside the tool shed.

The cost of providing these facilities is included in the Village Fee (unless otherwise specified above). The facilities are for the shared use of the residents only, and the availability may change from time to time.

### **Facilities Not Offered at the Village**

The following facilities are not offered at the Village: health clinic, external bowling green, laundry, tennis court and campervan parking.

### **Planned Services and Facilities**

The Operator does not plan to make any further services or facilities available.

## **7. CHARGES**

### **Entry Payment**

To secure an interest in a Dwelling, the Resident must pay the Operator an Entry Payment which is shown in the Schedule attached to this Disclosure Statement. A deposit is payable when a Resident applies for the Dwelling with the balance of the Entry Payment payable on settlement of the Occupation Right Agreement. The amount of the deposit is agreed between the Operator and the Resident on application.

The Entry Payment depends on the Dwelling the Resident is interested in and is set by the Operator and reflects the market price of an Occupation Right Agreement for that Dwelling (in the Operator's opinion).

The Entry Payment is refundable if the Resident exercises their rights under the Cooling-off Period (see paragraph 10 below for further details), or if the Resident avoids the Occupation Right Agreement (see paragraph 2 above).

### **Exit Payment**

After the Occupation Right Agreement is terminated, the Operator pays to the Resident an Exit Payment, which is an amount equal to the Entry Payment. At the same time the Resident will pay the Operator a Deferred Management Fee, determined as set out below:

### **Deductions from Exit Payment**

The Operator will be entitled to make the following deductions from the Exit Payment:

- (a) The Deferred Management Fee, which the Resident must pay to the Operator, up to a maximum amount equal to 30% of the Entry Payment.

The Deferred Management Fee is calculated on a daily basis at a rate equal to 10% of the Entry Payment per year.

Calculation of the Deferred Management Fee stops on the earlier of:

- the expiry of three years from the Commencement Date; or
- The date on which the Resident has terminated their Occupation Right Agreement, vacated the Dwelling and removed all of their possessions.

The Deferred Management Fee is set by the Operator when the Resident applies for an Occupation Right Agreement is consideration for the right to occupy the Dwelling for the entire period of the Licence.

While the Deferred Management Fee is calculated over an agreed period, the Deferred Management Fee is consideration for providing you with accommodation over the entire period of the Licence.

The Deferred Management Fee is payable on the Exit Payment Date and cannot be demanded or invoiced before then.

- (b) Any capital loss upon disposal of the Dwelling. See paragraph 12 below for details of how this is calculated;
- (c) Any costs of reinstating or repairing any damage over and above fair wear and tear if the Resident causes it or allows it to be caused to the Dwelling. These costs are set by the Operator in its sole discretion upon inspection of the Dwelling when the Resident leaves it;
- (d) The cost of removing any alterations or additions made to the Dwelling due to a disability of the Resident;
- (e) An administration fee equal to 3% plus GST (if any) of the Entry Payment.

The administration fee is consideration for any expenses and services provided by the Operator in undertaking the re-licensing of the Dwelling for the Resident upon their exit from the Dwelling.

The administration fee is payable on the Exit Payment Date and cannot be demanded or invoiced before then.

- (f) The outstanding balance of any payments due to the Operator under the Occupation Right Agreement.

Where the Occupation Right Agreement is terminated upon damage or destruction of the Dwelling, the above payments will be adjusted as required in accordance with paragraph 14 below.

### **Exit Payment Date**

The Operator is obliged to pay the Resident the Exit Payment minus the deductions listed above not later than five Working Days after the Operator receives full settlement of a new Resident's Entry Payment for the Dwelling.

However, in some circumstances the payment will be made on a different date, as set out in the Occupation Right Agreement.

### **Interest on Exit Payment**

If a new Resident has not entered into an Occupation Right Agreement for the Dwelling within 9 months of the Termination Date then the Resident will be entitled to receive interest at the ASB Bank 30 day term deposit rate on the Exit Payment (less the deductions listed at 7). Such interest will be paid to the Resident monthly.

### **Transfer Payments**

The Operator will consider a request of a Resident to transfer to another Dwelling within the Village. We will endeavour to accommodate your requirement and any transfer will be subject to:

- (a) The approval of the Operator (in its sole discretion);
- (b) The availability of another Dwelling;
- (c) The Operator being satisfied that the alternate Dwelling will be suitable for the Resident; and
- (d) The terms and conditions set out below.

Any transfer to a new Dwelling will be subject to the following terms and conditions:

- (a) At the Operator's option, a new Resident entering an Occupation Right Agreement in respect of the first Dwelling and making full payment for that Occupation Right Agreement to the Operator;
- (b) Receipt by the Operator of an acknowledgement of termination of the Occupation Right Agreement signed by the exiting Resident;
- (c) On termination of the Occupation Right Agreement the Resident will receive the Exit Payment less the amounts set out in section 7, to be applied towards the Entry Payment for the new Dwelling;

- (d) The Resident signing an Occupation Right Agreement for the new Dwelling on the Operator's then standard terms and conditions; and
- (e) Payment by the Resident of an Entry Payment for the new Dwelling. If this is higher than the net amount payable to the Resident under clauses (c) and (d), the resident must pay the Operator the difference upon transfer.
- (f) The Resident will be required to pay a transfer fee being an amount equal to 15% of the Entry Payment for the new Dwelling or such lesser sum as the Operator may determine in its sole discretion.

The Resident will only be required to pay one Deferred Management Fee in respect of both the first Dwelling and the new Dwelling. The Deferred Management Fee for the new Dwelling will be calculated at the usual rate for the highest Entry Payment of the two Dwellings. The amount of the Deferred Management Fee paid for the first Dwelling will be credited against the Deferred Management Fee for the new Dwelling. The calculation of any additional portion of the Deferred Management Fee for the new Dwelling is at the Operator's discretion.

A Resident will be responsible for all costs associated with physically moving to a new Dwelling and payment of his or her legal costs associated with the transfer. A resident will also be responsible for the Operator's legal and administrative costs associated with transfer.

### **Periodic Charges**

When a Resident enters into an Occupation Right Agreement for a Dwelling, they are liable to pay the periodic charges detailed below. Specific amounts of these charges (where applicable to a particular Resident in relation to the Dwelling they are interested in) are shown in the Schedule attached to this Disclosure Statement, as at the date shown in that Schedule.

### ***Village Fee***

The Village covers the cost of a proportion of the Village Outgoings that the Operator incurs in the operation of the Village. The Resident's Occupation Right Agreement sets out details of those Village Outgoings.

The Operator may change the Village Fee at any time to cover any increased costs of the Village Outgoings. Any change in the Village Fee will only take effect no earlier than one month after the Operator has given the Resident notice of the change.

The Village Fee will not include any outgoings of the Village payable by the Operator for any part of the Village which is under construction or any construction works.

The Village Fee is payable from the Commencement Date until the later of the Termination Date or the Resident vacating the Dwelling and removing all of their possessions.

The Operator retains the Village Fees it receives to cover the costs of the Village Outgoings.

### ***Additional Services Costs***

If a Resident requests the Operator to provide any additional services not included in the Village Fee, the Resident will pay the actual cost of providing such service.

The Operator will invoice such costs to the Resident at the end of the month and they are payable no later than the 20<sup>th</sup> of the following month.

**Other Costs**

A Resident is liable to pay their utility costs relating to the Dwelling including (if separately charged) electricity, gas, telephone connection, rental and tolls, television subscription and connection fees and all other systems and services connected to the Dwelling directly to the provider. If any periodic charge is not paid on the due date, the Operator is entitled to charge default interest on the outstanding amount at the overdraft rate charged by the Operator's bankers plus an additional 2% per annum, until the amount is paid in full.

As at the date of this disclosure statement, the Operator does not anticipate introducing:

- (a) any new periodic charges; or
- (b) changing the existing periodic charges,

except as discussed above.

In some circumstances a Resident may be liable to pay the Operator's insurance excess as detailed in paragraph 14 below.

**Amounts Payable for Maintenance, Rates and Insurance**

Amounts payable for maintenance, rates and insurance are included in the Village Fee detailed above. Details of these payments are available on request.

**Maintenance or Sinking Fund**

There is no maintenance or sinking fund at the Village.

**8. MAINTENANCE AND REFURBISHMENT**

**Operator's Maintenance Responsibilities**

The Operator is responsible for maintaining the exterior of the Dwelling and common areas and buildings of the Village and keeping them in good order and condition.

Upon written notice of any damage, defect or want of repair of the exterior of the Dwelling the Operator will within a reasonable time take reasonable steps to repair and make good such damage.

The Operator will supply and maintain connections for electricity, telephone and water to the Dwelling and will make and adhere to a long term plan for the maintenance and refurbishment of the Village.

The Operator endeavours to ensure that the Village meets Residents' current needs by maintaining the Village in good order and condition. The Operator cannot ensure that the Village meets Residents' changing needs.

The Village (including the Dwellings, facilities, grounds and common areas) meets the requirements of the national standards identified in NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities).

### **Resident's Maintenance Responsibilities**

The Resident is responsible for keeping and maintaining the interior of the Dwelling and the Operator's Chattels in a proper, tidy, clean and sanitary condition and working order.

The Resident is responsible for the cost of keeping the interior of the Dwelling and the Operator's Chattels, in a proper, tidy, clean and sanitary condition and (where appropriate) working order.

The Resident is responsible for replacing (at their cost with equivalent items) all mirrors, lightshades, light bulbs, power elements, plumbing fittings, window security stays and electrical fittings in the Dwelling as when they wear out or are broken or become unserviceable.

The Resident is also responsible for paying the following Operator's costs, upon invoice:

- (a) Costs of remedying any breach by the Resident of their maintenance responsibilities; and
- (b) Costs of repairing any damage to the Dwelling or the Operator's Chattels caused by the Resident or their guests unless an insurance policy of the Operator will cover the cost; and
- (c) Costs of any repairs, maintenance or replacements to the interior of the Dwelling or the Operator's Chattels.

## **9. FINANCIAL ACCOUNTS**

### **Accounts Required by Legislation**

The Retirement Villages Act requires the Operator to prepare and register audited financial statements of the Operator, but not of the Village. These financial statements are prepared by the Operator and audited by Ernst and Young.

### **Other Accounts**

The Statutory Supervisor does not require the Operator to prepare financial statements relating to the Village.

### **Availability of Accounts**

The Operator's audited financial statements are available by searching the Village's file on the Retirement Villages Register. This can be accessed on the Companies Office website at [www.companiesoffice.govt.nz](http://www.companiesoffice.govt.nz) under "All Registers". The financial statements are an attachment to the annual return. They are also available to all Residents and intending Residents upon request made to the Operator or the Operator's staff or agents.

## **OCCUPATION RIGHT AGREEMENTS, TERMINATIONS, DEDUCTIONS AND ESTIMATED FINANCIAL RETURNS**

### **10. COOLING-OFF PERIOD AND CANCELLATION OF OCCUPATION RIGHT AGREEMENT**

#### **Section 28 of Retirement Villages Act 2003**

The full text of section 28 of the Retirement Villages Act 2003 is found on page 4 of this Disclosure Statement.

#### **Cancellation Provisions in Occupation Right Agreement**

The cancellation provisions in the Occupation Right Agreement offered to Residents for Dwellings in the Village are the same as those described in section 28(1) of the Retirement Villages Act 2003 and are not of the kind described in section 28(5) of the Retirement Villages Act 2003.

Accordingly, a Resident has fifteen working days from the date they sign the Occupation Right Agreement in which to give written notice to cancel the Occupation Right Agreement without giving a reason.

If the Dwelling is not complete, and is not completed to the point of practical completion within six months after the proposed date of completion of the Dwelling, the Resident may cancel the Occupation Right Agreement by written notice without giving a reason after the expiry of that six month period. The Resident will then be entitled to a full refund of any deposit together with interest.

### **11. VARYING OCCUPATION RIGHT AGREEMENT**

The Operator and the Resident may only vary the Occupation Right Agreement by mutual agreement.

### **12. TERMINATION OF OCCUPATION RIGHT AGREEMENT**

#### **Effect of Termination on Persons Living in Dwelling with Resident**

Any persons living or staying with the Resident must vacate the Dwelling by the date of termination of the Occupation Right Agreement.

#### **Charges Payable after Termination**

The Resident is liable to pay the Deferred Management Fee and other deductions after termination, as detailed in paragraph 7 at the section headed "Deductions from Exit Payment" above.

The periodic charges that will continue to be payable after termination will be any Additional Services Costs (only if the Resident remains living in the Dwelling after termination) and the Village Fee. Each of these charges is further detailed in paragraph 7 above.

## **Capital Gain and Capital Loss**

### ***Capital Gain***

A Resident is not entitled to any capital gain when a new Resident enters into an Occupation Right Agreement for the Dwelling.

### ***Capital Loss***

If the amount the Operator received from a new Resident for the Dwelling is less than the old Resident's Entry Payment, the old Resident will pay the Operator an amount equal to such difference. If the Exit Payment is due to be paid before a new Occupation Right Agreement has been entered into in respect of the Dwelling, the capital loss that would have been realised is assessed by an independent registered valuer.

## **13. ESTIMATED FINANCIAL RETURN ON DISPOSAL OF DWELLING**

The estimated financial return for a particular Resident in relation to the Dwelling they are interested in is set out in the Schedule attached to this Disclosure Statement.

## **14. RESPONSIBILITIES FOR INSURANCE**

### **Operator's Insurance Responsibilities**

The Operator is responsible for maintaining a comprehensive insurance policy for loss or damage or destruction caused by fire, accident or natural disaster for the Village (including the Dwellings), for its full replacement value. Such insurance must be to the Statutory Supervisor's satisfaction.

The Operator holds the following insurance policies:

- Comprehensive full replacement insurance in respect of all retirement village property, capital improvements and additional fittings provided by Residents up to the amount set out in the current insurance valuation of the property;
- Motor vehicle insurance at market value;
- Broadform (public liability) cover;
- Fines and defence legal costs;
- Employers' liability cover;
- Contract works cover on construction contracts.

All policies are subject to excesses.

### **Resident's Insurance Responsibilities**

The Resident is strongly recommended to (but is not required to) insure their personal belongings for loss and damage under an appropriate policy. The Resident is required to insure any vehicle they keep at the Village under an appropriate policy. Regardless of whether the Resident holds such insurance, the Operator is not responsible for any loss or damage to the Resident's belongings or vehicle.

If the Operator suffers any loss or damage as a result of the Resident's, or their visitors', carelessness or negligence, the Resident must upon demand:

- (a) reimburse the Operator for any insurance policy excess, where such loss or damage is covered by the Operator's insurance. As at the date of this Disclosure Statement the excess is between \$150 and \$500.
- (b) compensate and reimburse the Operator in full, where such loss or damage is not covered by the Operator's insurance.

### **Damage or destruction of the Dwelling**

The following provisions apply if the Dwelling is damaged or destroyed by fire, accident, natural disaster or any other risks ("Damage Event").

- (a) If the Dwelling becomes uninhabitable following a Damage Event which is not as a result of any of the Resident's, or their visitors', acts or omissions, the calculation of the Deferred Management Fee will be suspended from the date of the Damage Event (unless the Operator is providing temporary accommodation to the Resident, in which case the accrual shall continue) until the Dwelling or its replacement is ready for occupation by the Resident following repair or replacement.
- (b) If the Dwelling becomes uninhabitable following a Damage Event which is not as a result of any of the Resident's, or their visitors', acts or omissions, the Village Fee will be suspended from the date of the Damage Event until the Dwelling or its replacement is ready for occupation by the Resident following repair or replacement. If the Operator is providing temporary accommodation to the Resident, the Resident will pay the actual cost of personal services and outgoings relating to that temporary accommodation.
- (c) If, following a Damage Event, the Operator decides it is not practicable to repair or replace the Dwelling the Occupation Right Agreement is automatically terminated (unless paragraph (d) below applies), and the Operator will pay the Resident the Exit Payment without deducting any Deferred Management Fee or administration fee, but the Operator will be entitled to deduct any amounts due to the Operator (see paragraph 7 at the section headed "Deductions from Exit Payment" above ).
- (d) If, following a decision not to repair or replace the Dwelling as set out in paragraph (c) above, the Operator offers the Resident an option to transfer to another Dwelling (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by the Operator which is in reasonable proximity to the Village and the Resident does not accept such offer, the usual Exit Payment provisions and deductions as set out in paragraph 7 will apply. For the avoidance of doubt this means the Deferred Management Fee will be deducted.

## **15. MOVING INTO REST HOME OR HOSPITAL CARE FACILITIES IN VILLAGE**

There are no rest home or hospital facilities at the Village.

## **16. EFFECT OF MARRIAGE OR CIVIL UNION ON OCCUPATION RIGHT AGREEMENT**

The Occupation Right Agreement is a personal licence to the Resident to occupy the Dwelling. As such, if the Resident marries or enters into a civil union, there is

no change to the Occupation Right Agreement and it remains in the name of the original Resident. The spouse, civil union partner or de-facto partner of the Resident will be entitled to reside in the Dwelling with the Resident as long as they comply with the terms set out in section 2 of this Disclosure Statement.

If the Resident would like their spouse or partner to become a Resident of the Dwelling pursuant to an Occupation Right Agreement, the Operator will require the original Occupation Right Agreement to be terminated and replaced with a new Occupation Right Agreement. The Operator may choose not to charge the usual termination amounts but reserves its right to charge an administration fee and recover its legal or consulting costs in relation to such arrangement.

#### **17. DOCUMENTS AVAILABLE TO RESIDENTS AND INTENDING RESIDENTS**

Copies of the following documents are available to Residents or intending Residents upon request. Requests can be made to the Operator or the Operator's staff or agents.

- (a) Audited financial statements of the Operator;
- (b) The Retirement Villages Code of Practice 2008(as varied);
- (c) The Code of Residents' Rights;
- (d) A certificate of currency for any insurance policies affecting the Village;
- (e) Sample of the Occupation Right Agreement, including the rules relating to the Village;
- (f) Deed of Supervision between the Operator and the Statutory Supervisor dated 9 April 2008, including the Deed of Retirement and Accession dated 12 August 2016 which varies the Deed of Supervision and as amended, novated or acceded to from time to time.

## GLOSSARY

Following is a list of terms that are used throughout this Disclosure Statement, with an explanation of their meanings. Terms not explained here have the same meaning as in the Occupation Right Agreement.

<b>Term</b>	<b>Meaning</b>
<i>Cooling-off Period</i>	The period in which a Resident is entitled to cancel the Occupation Right Agreement and receive a full refund. See paragraph 10 for further details.
<i>Dwelling</i>	Any home at the Village which is used for the accommodation of a Resident and includes any appurtenances or improvements usually enjoyed with the Dwelling.
<i>Occupation Right Agreement</i>	The document which sets out a Resident's right to occupy a Dwelling at the Village. It also specifies the terms and conditions of to which that occupation right is subject. In relation to this Village, the Occupation Right Agreement is in the form of an Occupation Licence.
<i>Operator</i>	The Falls Estate Lifestyle Village Limited Partnership being the entity liable to fulfil the obligations under the Occupation Right Agreements to Residents.
<i>Operator's Chattels</i>	Those chattels identified as such in the Resident's Occupation Right Agreement or otherwise identified as such to the Resident.
<i>Resident</i>	A person or persons who have entered into an Occupation Right Agreement in respect of a Dwelling at the Village.
<i>Statutory Supervisor</i>	Covenant Trustee Services Limited. Further details of the Statutory Supervisor's role are provided at paragraph 4 above.
<i>Village</i>	The retirement village known as The Falls Estate Lifestyle Village, including the Dwellings and all communal areas and facilities used by the Residents.

**SCHEDULE ONE****Specific Information for a Particular Resident**

The information in this Schedule is prepared solely for the intending Resident named below as at \_\_\_\_\_.

**Resident's Name:** \_\_\_\_\_  
and \_\_\_\_\_

**Dwelling Number:** \_\_\_\_\_

**Garage Number:** \_\_\_\_\_

**Deposit:** \$ \_\_\_\_\_

**Entry Payment:** \$ \_\_\_\_\_

**Maximum – Deferred Management Fee:** \$ \_\_\_\_\_

**Village Fee:** \$ \_\_\_\_\_ per month

Examples of the estimated financial return that the above named Resident, or the estate of the Resident, could expect to receive on the disposal of their vacant Dwelling is set out below:

<b>Term</b>	<b>Entry Payment</b>	<b>Deferred Management Fee</b>	<b>Administration Fee</b>	<b>Estimated Financial Return</b>
Two years	\$ _____	20% of Entry Payment	3% plus GST (if any) of Entry Payment	\$ _____
Five years	\$ _____	30% of Entry Payment	3% plus GST (if any) of Entry Payment	\$ _____
Ten years	\$ _____	30% of Entry Payment	3% plus GST (if any) of Entry Payment	\$ _____

The above information is provided on the assumptions that:

- (a) the Resident's Entry Payment is as set out above;
- (b) the Deferred Management Fee is calculated in accordance with the Occupation Right Agreement and there has been no Damage Event (as detailed in paragraph 14);
- (c) no capital loss (as calculated in accordance with the Occupation Right Agreement) is incurred upon the disposal of the Dwelling;

- (d) no deductions from the Exit Payment (as detailed in paragraph 7 above and as calculated in accordance with the Occupation Right Agreement) are required to be made; and
- (e) an administration fee calculated in accordance with the Occupation Right Agreement and there has been no Damage Event (as detailed in paragraph 14).

The method of calculating the above information is in accordance with the details set out in paragraph 7 above and in accordance with the Occupation Right Agreement.

**SCHEDULE TWO**

Listed below are details of Dwellings which were disposed of in the twelve months prior to the date of this Disclosure Statement and which were occupied prior to their disposal:

<b>Dwelling</b>	<b>Time Taken to Dispose of (days)</b>
Apartment 089	159
Unit 039	58
Unit 061	245
Unit 000	48
Apartment 084	115
Apartment 100	280
Unit 002	56
Apartment 00Q	103
Unit 030	57
Unit 033	76
Unit 131	245
Apartment 108	81
Apartment 78	102
Unit 006	67
Unit 007	63
Unit 00B	44
Unit 133	53
Unit 65B	80
Unit 037	106
Unit 041	138
Unit 129	59

The average time taken to dispose of occupied Dwellings was 106 days.

The average time to dispose of occupied Units was 94 days.

The average time take to dispose of occupied Apartments was 147 days.

The time taken to dispose of an occupied Dwelling is calculated from the later of the Termination Date or the date the Dwelling became vacant until the date on which a new Occupation Right Agreement for the Dwelling is settled.