



## **Disclosure Statement**

### **Disclosure date:**

This Disclosure Statement is issued as at 5 September 2016.

### **Village name and street address:**

St Andrew's Village is owned and operated by Auckland Presbyterian Hospital Trustees (Incorporated). St Andrew's Village is located at 207 Riddell Road, Glendowie, Auckland 1071.

The Registered Office and address for service is as above.

### **Contact details:**

- Elizabeth Hunter, Independent Village Manager in normal business hours on (09) 585 4020
- Fax: (09) 575 3216
- Email: [admissions@standrewsvillage.co.nz](mailto:admissions@standrewsvillage.co.nz)

**Retirement Village registration date:** 8<sup>th</sup> May 2007

**Registration Number:** 1937271

*This Disclosure Statement has been prepared in accordance with Schedule 2 of the Retirement Villages Act 2003, and the Retirement Villages (General) Regulations 2006, clauses 14-38 (incl), and Schedules 3, 4 and 5.*

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## **Introduction**

### **Important information for intending residents**

*Do not be afraid to ask questions.*

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.

You must obtain advice from a lawyer independent of the operator of the Village before you sign an occupation licence.

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 licence;
- the fees and charges that apply to entering, moving between Units within, and leaving the Village; and
- the on-going fees and charges.

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

Although in most cases you will have 15 working days to cancel an occupation licence 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 unit in a retirement village, but only if you enter into the agreement in the circumstances described 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 to avoid the agreement only by giving written notice to the operator (St Andrew's), and the statutory supervisor (if there is one) of the Village at St Andrew's, within the period described in each case.

<u>Circumstances</u>	<u>Period</u>
The Village was not registered, but was required to be registered	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 to avoid an agreement.

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 and cancellation for delay**

Your occupation licence gives you the right to cancel your licence without having to give any reason no later than 15 working days after you have signed the occupation licence. If your licence relates to a Unit to be built or completed at a later date, and the Unit is not finished to the point of practical completion within 6 months after the proposed date for completion of the Unit, you may also cancel your licence at any time after the expiry of that 6 month period.

If you cancel your licence then you are entitled to receive repayment in full of any monies paid by you.

St Andrew's is entitled to reasonable compensation for services provided to you under the occupation licence, and for any damage to your Unit or facilities in the Village caused by you or your guests before the cancellation has been effected.

You must give written notice of your wish to cancel and it must be in a form that indicates your intention to cancel your licence. A person authorised in writing by you may act on your behalf.

The notice may be given to St Andrew's, or the real estate agent or other person who dealt with you on behalf of St Andrew's when you entered the licence, unless St Andrew's has notified you that that person has stopped acting on behalf of St Andrew's. You may also give the notice to any person we have advised you is entitled to receive communications on behalf of St Andrew's.

### ***Set out below is a copy of the full text 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 Unit to be built or completed at a later date and the Unit 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 Unit or any facilities in the Village for which the resident is responsible before the cancellation takes effect.

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 Unit 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 Unit 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 defacto partner of the person referred to in paragraph (b) who is occupying the residential unit with that person, or after that person's death or departure from the retirement village.

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

**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.

Your occupation licence does not contain more favourable cooling-off and cancellation provisions than contained in section 28(1) of the Retirement Villages Act 2003.



## **Part 1 – Ownership, Management and Supervision**

### **Ownership structure and occupancy rights**

#### *Legal nature of St Andrew's:*

Auckland Presbyterian Hospital Trustees (Incorporated) (the "Trust") was established in 1957 and operates the Village through the trading name of St Andrew's Village. The Trust is an independent charitable trust registered under the Charitable Trusts Act 1957. The objectives and governance of the Trust are set out in a Trust Deed (as varied by Deeds of Variation dated 27 October 1990, 4 July 1991, 4 March 1995, 23 September 1998, 10 July 2000, 15 August 2001, 29 May 2008 and 26 November 2015).

When referring to the Village, the term "St Andrew's" is used rather than "the Trust".

A Board of Trustees is responsible for the functions of St Andrew's and employs an appropriately qualified and experienced management team with delegated authority to manage its operations.

#### St Andrew's Trustees are:

Ernst Sansom  
Howard Waterfall  
John Lusk  
Paul Keeling  
Peter Goodfellow  
Sarah Hipkiss  
Paul Owen  
Barry Wright  
Matthew Ensor

#### *Freehold interest*

The Trust owns the freehold interest in the land and buildings at 207 Riddell Road, Glendowie, Auckland (certificate of title NA8A/695 North Auckland Land Registration District). It operates a rest home and hospital as well as the Village at this address.

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

Two encumbrances in favour of the Auckland Council are registered over the Village land.

- The first encumbrance, registered in 2006, records the presence of a stormwater detention pond. The purpose of this encumbrance is to make any future owner aware of the maintenance requirements associated with the pond. This encumbrance has a rent charge of 5 cents per annum. Registration, discharge and enforcement costs are also secured by this encumbrance.
- The second encumbrance, registered in 2012, also relates to the stormwater detention pond and ensures that it is maintained and monitored as required by the Auckland Council. This encumbrance has a rent charge of 20 dollars per annum. Registration, discharge and enforcement costs are also secured by this encumbrance.

An encumbrance in favour of the Statutory Supervisor has also been registered over the Village land. The encumbrance secures the Operator's obligations to 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.

A general security agreement has also been granted by the Operator in favour of the Statutory Supervisor and registered on the Personal Property Securities Register.

### *Nature of tenure – occupancy right*

St Andrew's is offering you an occupation licence that entitles you to personal use and occupation of the Unit. The rights under the occupation licence are personal contractual rights only. You must not use or allow your Unit to be used for any purpose other than your personal use and occupation as a residence.

The occupation licence does not grant you any interest in the land on which the Unit is built.

Your rights under the occupation licence are not secured, other than by the Statutory Supervisor's securities described above.

### **Resident's interest in Unit**

#### *Your rights under your occupation licence*

You are not permitted to have more than two residents staying permanently in the unit.

Under the occupation licence you may have up to 2 guests stay in the Unit for a period not exceeding 4 consecutive weeks per calendar year; any situation where the number of guests would exceed 2 or the length of stay would exceed 4 consecutive weeks in a calendar year would require the consent of St Andrew's which may or may not be given. This will also apply if you have a person staying in the Unit to mind it for you while you are away. With the exception of new marriage or de facto partners acknowledged by St Andrew's, any long term residency of a guest, including a family member not named in the occupation licence, will not be permitted. The rules as to conduct of residents will extend to your guests during their stay and their conduct will be your responsibility.

You are not permitted to sell or market the Unit, transfer the occupation licence, give any mortgage or charge over your interest in the occupation licence including granting another person a security interest in the termination proceeds, or sublet or allow any other person to have possession or occupancy of your Unit. You may not have someone board with you or carers or companions live with you in your Unit.

With the prior consent of St Andrew's an existing pet owned by you on entry to the Village may be permitted to stay with you in the Unit but pets may not be replaced.

The occupation licence is for your lifetime (or, if there are initially two of you as joint residents, for the survivor's lifetime), unless the occupation licence is terminated earlier.

The maximum number of residents staying permanently in the Unit will be restricted to two persons.

### *Village Rules*

St Andrew's has established some rules for the Village and its use, occupation and operation. These are set out below. You must at all times observe and comply with the rules and not do anything contrary to them. Failure to do so will constitute a breach of the occupation licence.

If St Andrew's intends to make any amendments to the rules, St Andrew's will first consult with the residents of the Village. St Andrew's will give to you a copy of those amended rules.

It is the wish of St Andrew's that all residents enjoy their experience of living in the Village. As with any community, showing courtesy and respect for each other along with simply being considerate of others in the Village should go a long way to ensuring we all have a happy and harmonious Village environment.

Given the above, it is not intended that St Andrew's should need to establish a long list of rules for the Village but there are a small number of points that St Andrews asks residents to observe:

- Pets may be allowed at the discretion of management if they are existing pets on entry to the Village but shall not be replaced.
- Pets will not be permitted in community dining or lounge areas at any time and dogs must be on a lead in other communal areas.
- Pet droppings must be collected and disposed of properly in their own rubbish by the owner.
- Please respect the quiet enjoyment of other residents at all times. Young children visiting the Village must be properly supervised by adults. Older children visiting the Village will be expected to behave in a manner that recognises the rights of Village residents.
- Please be 'neighbourly aware', not in a way that could annoy or bother your Village neighbours but just in a way that should you become genuinely concerned about their welfare for some specific reason please let the Village management know.
- Please remember that our staff are instructed not to receive gratuities or gifts.

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

You may not make any structural alteration or addition to the Unit, or change the décor of the Unit.

However, if you have a disability, you are entitled to alter your Unit if it does not meet your needs. If you wish to make any alterations you must give St Andrew's written notice and consult with St Andrew's. St Andrew's will undertake any alterations at your cost and may require the Unit to be reinstated at your cost to its original condition on termination.

You must only use the Unit for your personal use and occupation, although you are entitled to have people to stay with you as set out on page 7.

Throughout the term of the occupation licence you are required to keep the interior of the Unit and St Andrew's fixtures and fittings in a clean and tidy condition and take all reasonable care to ensure that no damage is caused to the Unit or St Andrew's fixtures and fittings by you or your guests. You must keep the internal and external surfaces of the windows of the Unit clean and keep the garden area immediately adjacent to the Unit neat and tidy.

You are not entitled to erect or place on or outside the Unit any radio or television aerial, or erect any structure on the Village Land, without the prior written consent of St Andrew's. The exterior decks or courtyard areas and any spaces adjacent to external walls of the unit should not be used to store items or implements in a manner that detracts from the visual appearance of the unit or the village.

You may not at any time permit, omit or allow to be done, any act, matter or thing in the Unit or the Common Areas, or bring or keep anything in the Unit or the Common Areas, which would cause any insurance policy held by St Andrew's to be rendered void or voidable or whereby the rate of premium on such insurance would be liable to be increased by the insurer.

### *Sale of Unit*

St Andrew's will be responsible for arranging the sale of the Unit when your licence has terminated. You will be responsible for paying St Andrew's costs and charges relating to the termination by way of deduction from the licence fee to be repaid to you.

St Andrew's must promptly meet the following requirements:

- (a) start the process of entering into a new occupation licence for your Unit in accordance with your occupation licence;
- (b) take all reasonable steps to enter into a new occupation licence for your Unit in a timely manner and for the best price reasonably obtainable;
- (c) take proper steps to market the Unit;
- (d) respond to all enquiries about the Unit in a timely and helpful way.

These obligations do not apply once you have been paid all sums due to you on termination.

### *Consultation on marketing of the Unit*

St Andrew's must consult with you about the marketing of your Unit. As a minimum St Andrew's must consult you about:

- (a) when the Unit goes on the market;
- (b) the general nature of the marketing plan for the Unit;
- (c) the actual charges relating to marketing and sale of the Unit that you are liable to pay.

St Andrew's will keep you informed on a monthly basis, at least, about progress with the marketing.

### *Report after 3 months*

If a new occupation licence for your former Unit has not been entered into within 3 months of the termination date, St Andrew's must report in writing to you and then provide monthly reports until a new occupation licence is entered into. St Andrew's report must state the steps taken to market the Unit and the progress made towards finding a new resident.

### *Valuation after 6 months*

If a new occupation licence for your former Unit has not been entered into within 6 months of the termination date, St Andrew's must obtain, at its expense, a valuation of the Unit to establish a suitable price at which to market the Unit. The valuation must be carried out by an independent registered valuer who is experienced in valuing retirement village Units, and be written.

If you do not agree with the valuation, you may obtain a second valuation, which must also be performed by an independent registered valuer. You must pay the cost of the second valuation.

St Andrew's must market the Unit at the price established by the valuation, unless you obtain a second valuation. If you have done so, then St Andrew's is not required to use the second valuation in determining a suitable price but it must be considered in reaching a decision about setting a suitable price.

#### *Delay in selling the Unit*

If there is a delay in the sale of the Unit, and a new occupation licence for your former Unit has not been entered into within 9 months of the Unit becoming available for re-occupation (or disposal), you may be able to give a dispute notice under the Retirement Villages Act 2003.

#### *Introduction of new resident*

Following termination of your occupation licence you have the right to introduce a new resident at any time in accordance with the terms of your occupation licence. St Andrew's is not obliged to accept any prospective resident who does not meet the normal entry criteria for the Village or whose offer to buy does not meet market value or conditions.

If you introduce a prospective new resident who then enters into an occupation licence for the Unit, the sales costs charged to you must be the actual costs incurred, and we must inform you that the new resident has entered into the occupation licence and the amount of the costs.

### **Management arrangements for Village**

The Trust is responsible for the management of the Village and employs a manager to assist it in fulfilling its obligations to manage the rest home, hospital and the Village.

The Trust will consult with Residents if it decides to appoint a management company. However, the Trust will not consult with Residents when it employs new staff members in managerial roles.

#### *Contact details of the Village Manager*

St Andrew's Village  
207 Riddell Road  
Glendowie  
Auckland 1071

St Andrew's Village, PO Box 18 376, Glen Innes, Auckland 1743  
Phone: (09) 585 4020 Fax: (09) 575 3216  
Email: [admissions@standrewsvillage.co.nz](mailto:admissions@standrewsvillage.co.nz)

## Key staff and their relevant experience are:

<u>NAME</u>	<u>POSITION: CORE FUNCTION AND EXPERIENCE</u>
<b>Andrew Joyce</b>	<b>Chief Executive</b> - responsible for overall management of the Trust's business and implementing the strategic directions set by the Board. Qualified accountant, experience in financial accounting and management.
<b>Elizabeth Hunter</b>	<b>Independent Village Manager</b>
<b>Diane Newcombe</b>	<b>Quality Risk &amp; Audit Manager</b>
<b>Brent Knowles</b>	<b>Facilities Manager</b> (oversees Maintenance and Grounds)
<b>Village nurse</b>	A Village nurse is on-site Monday to Friday 8.30am to 5pm specifically to assist Independent Residents. The Village nurse can be called after hours for general advice, but for emergency situations, medical call points are situated within each unit which are externally monitored 24/7.

The personnel listed above are generally available from Monday to Friday during normal business hours.

The manager is not otherwise contacted directly outside of these hours but may be contacted in an emergency through the staff who are on-site working in the rest home and hospital areas, 24 hours, 7 days per week. In addition to the above positions St Andrew's has a fully staffed residential care facility and there are registered nurses, enrolled nurses and health care assistants on site staffing the rest home and hospital areas 24 hours 7 days per week. Maintenance and grounds functions are dealt with through a team on site who use external contract assistance as required. A Duty Manager can be contacted outside normal business hours in the case of St Andrew's owned property related issues needing urgent attention.

There are no ownership links between the manager and St Andrew's, nor is there a management agreement.

A Residents' committee was established in March 2012 and has agreed its own constitution and operating rules. The committee consists of 6 residents who are formally elected. The committee calls its own meetings and sets its own agenda. Aside from the Residents' Committee, St Andrew's holds a meeting every month (except for January) with all Village residents to discuss any matters of interest or concern.

## **Statutory Supervisor**

Under the Retirement Villages Act 2003, the operator of a retirement village must appoint a statutory supervisor for the retirement 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 licences or uncompleted Units 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.

*Covenant Trustee Services Limited*

Covenant Trustee Services Limited has been appointed by St Andrew's as Statutory Supervisor of the Village in accordance with the requirements of the Retirement Villages Act 2003. The Statutory Supervisor monitors St Andrew's compliance with the terms of the Deed of Supervision and the terms of the offer of occupation licences, but does not guarantee the repayment of any money paid by you.

St Andrew's does not have an exemption from the requirement to appoint a statutory supervisor.

*Contact details for Covenant Trustee Services Limited:*

Covenant Trustee Services Limited  
191 Queen Street  
Auckland 1140

Contact      [team@covenant.co.nz](mailto:team@covenant.co.nz)

## Part 2 – State of Village, services, charges, and accounts

### State of Village

St Andrew's principal activities relate to operating residential aged care facilities and the management of the Village. These activities have been carried out by St Andrew's since 1962.

At the date of this Disclosure Statement, St Andrew's comprises 140 licence to occupy homes (104 houses and 36 apartments) in housing clusters within the Village known as Strathmore, Glen Macky, Glenmore and St Andrew's Hill. Further development is intended for the Village. A concept plan is being prepared to model future development for the full site. At the date of this Disclosure Statement no plans have been finalised apart from the construction of 42 apartments.

The 6 Strathmore Units are all two bedroom Units. There are fully landscaped grounds in the immediate surrounds. Each Unit has a secure access garage with an automatic garage door opener and remote control. The Units are either stand-alone or semi-detached in clusters of two.

8 of the Glen Macky Units are single bedroom Units, set in landscaped surrounds, and semi-detached in clusters of two, linked by carports. The remaining 4 are detached two bedroom Units with a secure garage with internal access.

The 6 Glenmore Units are all two bedroom Units. The Units are semi-detached in clusters of two linked by secure single garages.

The 116 St Andrew's Hill Units completed at the date of this Disclosure Statement are varied and range from 1 to 3 bedrooms, some on two levels and some on a single level.

All Units are provided with stoves and domestic smoke alarms.

<u>Units</u>	<u>Year built</u>	<u>Age</u>	<u>Construction materials</u>	<u>Condition of buildings</u>
Strathmore	1992	24 years	brick exterior walls and tiled roofs	Very good
Glen Macky	1986 (8 Units); 2000 (4 Units)	30 years  16 years	8 have permanent board panel external walls and dimondek roofs; the other 4 have brick façade exterior walls and shingle roofs	Good
Glenmore	1981	35 years	brick exterior walls and tile roofs	Good



<u>Units</u>	<u>Year built</u>	<u>Age</u>	<u>Construction materials</u>	<u>Condition of buildings</u>
St Andrew's Hill	Stage 1: 2007; Stage 2: 2008 Stage 3: 2010/11 Stage 4: 2012/13 Stage 5: 2013 Stage 6: 2014 Stage 7: 2015	0-9 years	plastered brick veneer exterior walls with Italian clay tile & profiled metal tray roofs and aluminium joinery	Excellent

Buildings are maintained on a continual basis with programmed maintenance including exterior walls and guttering being cleaned and interior refurbishment as required of paint surfaces, carpets, drapes and fittings at the conclusion of each occupancy as well as reactive maintenance where a problem is identified.

#### *Other improvements.*

<u>Improvement</u>	<u>Condition</u>	<u>Maintenance</u>
Community Centre	Excellent	Cleaned and maintained as required
Paths	Good	Water blasted annually and maintained as required
Driveways	Very good	Maintained as required
Roads	Good to Excellent	Maintained as required
Grounds	Excellent	Maintained weekly
Lighting	Very good	Maintained on annual check and also as required
Heating	Very good	Maintained on annual check and also as required

#### *Security features*

Residents entering St Andrew's will be provided with a copy of the following policies:

- Safety and Personal Security policy
- Fire Protection and Emergency Management policy

These are contained within the A to Z Information booklet. As an intending resident you have a right to be provided with this information.

Each Unit is fitted with a smart caller telephone system supplied by St Andrew's which can be used like any regular telephone. In the case of personal emergency it will be activated by pressing any of the alarm functions connected to it and establish a two way voice connection with an external monitoring centre. Staff at the external monitoring centre will then respond in accordance with an emergency process.

Each night an external security company conducts drive through mobile patrols three times during the night.

Every Unit is fitted with a smoke alarm.

### **Details of status of Unit occupation and completion**

#### *Number of Units occupied and unoccupied*

<u>Unit type</u>	<u>Number occupied</u>	<u>Number unoccupied</u>
House	104	0
Apartment	36	0

#### *New residential Units planned*

<u>Unit type</u>	<u>Number</u>	<u>Location</u>	<u>Size</u>	<u>Estimated completion date</u>
'Serviced' Apartments	48	Central location on site, adjacent to the Main Care Facility	Smaller 1 and 2 bedroom apartments in the region of 80m <sup>2</sup> to 100m <sup>2</sup> . These apartments will have the ability to have domestic services supplied to them (if required).	Still in planning stage. Intention is to start building late 2016 with an anticipated build time of approximately 2 years.

The anticipated effect for existing residents of the planned new apartments in the Village will be to increase the circle of social contact available to all residents by having an increased number of residents.

The planned 'Serviced' Apartments will also allow existing residents a greater opportunity to transfer within the village and downsize to a smaller apartment in which they will have the ability to receive domestic service packages such as catering, cleaning and laundry.

The effect of the further development on existing Residents may be that some inconvenience, traffic and noise is associated with construction. However St Andrew's intends to minimise any adverse effect on existing Residents. The development will not have any effect on the periodic charges payable by existing Residents.

#### *Units disposed of in the last 12 months that were occupied prior to disposal*

<u>Occupied Unit type</u>	<u>Unit number</u>	<u>Time taken to dispose (days)</u>
Unit	8	204

Unit	9	216
Unit	14	199
Unit	38	49
Unit	55	87
Unit	504	170
Unit	506	51

Based on the above table the average time taken to dispose of an occupied Unit was 139 days.

The time taken to dispose of an occupied Unit is calculated from the date the Unit becomes available to St Andrew's until the commencement date of a new occupation licence.

*Units disposed of in the last 12 months that were unoccupied prior to disposal*

<u>Unoccupied Unit type</u>	<u>Unit number</u>	<u>Time taken to dispose (days)</u>
Apartment	St Andrew's Hill 109	203

The time taken to dispose of an unoccupied Unit is calculated from the date of practical completion until the commencement date for the first occupation licence.

The average time taken to dispose of an unoccupied Apartment was 203 days.

The averages above do not include any time taken to dispose of any Residential Units which are currently on the market and have not yet settled. Inclusion of disposal times for these Residential Units may significantly alter the average times given.

**Services and facilities at St Andrew's**

*Details of the services available:*

<u>Service</u>	<u>Nature</u>	<u>Extent</u>	<u>Frequency</u>
Gardening	Maintaining flower beds in common areas	All common areas but where the resident wishes to have a garden for personal interest excluding the garden immediately adjacent to the Unit	Weekly or as required
Lawn mowing	Mowing lawns	All common areas	Frequencies varied between spring and summer months and autumn and winter months

<u>Service</u>	<u>Nature</u>	<u>Extent</u>	<u>Frequency</u>
Repair & maintenance	Maintain St Andrew's property	External and interior as stipulated in the occupation licence	Planned and reactive
Nursing & medical services	Village nurse available.	Nurse to liaise with resident over appointments or needs as required; medical services are for the resident to organise	8.30am to 5pm – Monday to Friday
Provision of meals	Lunchtime	A lunchtime meal is available to all Village residents every Friday at the Community Centre.	Weekly
	Evening	Evening meals can be ordered and delivered to your individual unit if required.	As required
Shops and other services for the provision of goods	Small residents' shop in the main care facility	Limited selection of personal items and snack foods	Open 10.30 to 11.30 am Monday to Friday
Laundry services (other than facilities to do own laundry)	None	n/a	n/a
Hairdressing and other personal care services	Hairdressing and massage services	Available on site for a charge	By appointment direct with service provider
Transport services (solely within the village)	Minivan, car and electric cart	As available	As required
Recreation and entertainment services	Activities published	As per published programme	Weekly
Security services	Mobile patrol at night	Through Village	Three times each night

*Details of the facilities available to residents*

<u>Facility</u>	<u>Limits / restrictions on availability</u>
Lounge and library	Within the community centre
Media room (television and movies)	Within the community centre

<u>Facility</u>	<u>Limits / restrictions on availability</u>
Gymnasium	Within the community centre
Pétanque court	Near the community centre
BBQ area	At the community centre
Small functions area	Subject to availability and no clashes with other organised activities, a small area in the community centre can be hired for private functions hosted by residents

*Details of services currently unavailable and facilities that are planned to be made available:*

<u>Unavailable service or facility</u>	<u>Expected availability date</u>	<u>Effect on residents</u>
Laundry	Not provided	Use own laundry
Dining Facility	Not provided	Meals are available, see the "Provision of Meals" section on page 21
Spa pool	No plans yet	No facility available
Health clinic	No plans yet	No facility available
Swimming pool	No plans yet	No facility available
Tennis court	No plans yet	No facility available
Bowling green	No plans yet	No facility available

## **Charges**

*Details of the charge, or basis for charging for each of the services and facilities available*

<u>Service or facility</u>	<u>Payable when</u>	<u>Charge or basis for charging</u>
Gardening	Monthly account	The costs of this service are included in the Village Levy.
Lawn mowing	Monthly account	The costs of this service are included in the Village Levy.
Repair and maintenance	Monthly account	The costs of this service are included in the Village Levy.
Recreation and entertainment services	Monthly account	Some services may be free, but a fee may be payable for other services as and when the service is used.

<u>Service or facility</u>	<u>Payable when</u>	<u>Charge or basis for charging</u>
Security Services	Monthly account	The cost is included in the Village Levy.
Nursing and medical services	Monthly account	As per price schedule available on request
Labelling of clothes	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Hairdresser	Monthly account	Residents are charged directly by the service provider at the current rate.
Podiatry – ambulant	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Podiatry – bedridden	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Physiotherapy – 1st visit	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Physiotherapy – subsequent visits	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Meals – Dinner incl dessert	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Meals – lunch	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Meals – delivery	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service

Service and facility charges are reviewable from time to time on the basis of changes in the cost of provision of the services and can be changed on 1 month's notice to residents.

Where they will or might have a material impact on the resident's occupancy or ability to pay for the services and benefits provided St Andrew's must consult with residents in relation to any proposed changes in the services and benefits provided to residents, or the charges that residents pay.

In most cases charges made for services provided by St Andrew's are set on a cost recovery basis with little margin added. Charges for services provided by contractors to St Andrew's are not controlled by St Andrew's and are set by the contractor.

#### *Amounts to secure an interest in a Unit*

You must pay a Licence Fee for the occupation licence. There are no entry charges or other costs of acquiring the occupation licence other than the Licence Fee. The details relating to the Unit in which you are interested are set out in the Schedule to this Disclosure Statement.

You are required to pay an initial deposit of \$5,000 when submitting your application for the Unit. This initial deposit will be credited against the Licence Fee if your application is accepted. If your application is not accepted, St Andrew's will arrange the refund to you of the initial deposit, together with net interest accrued (if any), when notifying you of the non-acceptance.

As covered in the section "*Cooling off period and cancellation of occupation licence*" on page 3 you have the right to withdraw your application by written cancellation within 15 working days of signing the occupation licence. If your licence relates to a Unit to be built or completed at a later date and it is not finished to the point of practical completion within 6 months after the proposed date for completion, you may also cancel your licence at any time after the expiry of that 6 month period. Should you do this then the initial deposit together with net interest accrued (if any) will be refunded to you.

However, should you have your application accepted along with the payment of your deposit and subsequently decide **after** the expiration of the 15 working days cooling off period from the date of signing the occupation licence that you wish to withdraw from the purchase of a Licence Fee then your deposit will be forfeited.

#### *Exit Payment on termination*

Following termination of your occupation licence and relicensing of your unit, St Andrew's will pay an Exit Payment to you or your representative. The Exit Payment is an amount that is equal to the Licence Fee after deduction of the Capital Levy and any other amounts properly deductible in the terms of your occupation licence. St Andrews will pay the Exit Payment to you within 5 working days after the date St Andrew's receives payment in full from the new resident.

There is a risk that lack of demand may delay the relicensing of your Unit and therefore the payment of the Exit Payment to you.

#### *Charges for a resident permanently leaving*

When you leave the Village permanently, in determining the Exit Payment, St Andrew's is entitled to deduct the following amounts:

- (a) a Capital Levy for villas and apartments, accruing as follows:
  - (i) 10% of the Licence Fee accruing on the Commencement Date; and
  - (ii) 5% per annum of the Licence Fee accruing on a daily basis from the Commencement Date until the earlier of the date on which St Andrew's is required to pay the Exit Payment or the expiry of 4 years from the Commencement Date,in total, to a maximum of 30% of the Licence Fee;
- (b) a Transfer Fee (if applicable);

- (c) St Andrew's costs and charges relating to the termination of this occupation licence;
- (d) any Operating Costs Contribution; and
- (e) any other monies properly due and owing to St Andrew's by you.

The Transfer Fee is an amount equal to 5% of the Licence Fee and is payable only if the Resident is transferring from the Unit to another unit in the Village.

The Capital Levy is payable by you for a maximum period of 4 years. If you occupy only one Unit during your first 4 years at the Village, then the Capital Levy will be calculated as a percentage of that Unit's Licence Fee. If you occupy multiple villas or apartments (excluding a serviced apartment) during your first 4 years at the Village, then the part of the Capital Levy referred to at paragraph (a)(ii) above will be calculated, for so long as you occupy each Unit, as a percentage of that Unit's Licence Fee.

The principles supporting these charges cannot be changed retrospectively once the occupation licence has been signed. The principles may be reviewed from time to time in respect of future occupation licences yet to be entered into. The basis for such a review will have regard to the financial requirements of operating the Village, any statutory requirements that may have been introduced and market related trends prevalent at the time.

With regard to St Andrew's costs and charges relating to the termination of the occupation licence, the amount charged to the resident will reflect the actual costs incurred by St Andrew's without any margin being applied.

#### *Periodic charges payable by the resident*

During the term of the occupation licence, you must pay an **Operating Costs Contribution**. This consists of a compulsory **Village Levy**, which is charged on a per Unit basis, and an optional **Service Charge** where you have utilised services offered by St Andrew's. You must also pay those utility charges incurred in respect of your Unit which are separately metered or are separately charged to you by the utility supplier.

Under Inland Revenue Department policy current at the date of this Disclosure Statement, GST is only payable on the Service Charge component (if any) of the Operating Costs Contribution and the Village Levy component is exempt from GST. As at the date of this Disclosure Statement, St Andrew's has been advised that no GST is payable on the Transfer Fee (if applicable).

The **Village Levy** is a fixed amount advised to the Resident prior to entry in to the licence, and will not change during the term of the licence (unless additional taxes become payable on that amount). As at the date of this disclosure statement, the amount of the **Village Levy** is recorded in the Schedule.

The **Village Levy** relates to costs, charges, expenses, fees and other outgoings paid or payable by St Andrew's in operating, maintaining, managing, supervising and cleaning the Village (excluding costs separately payable by the resident). Such costs include the costs of rates, insurance premiums, electricity used for common areas, water supply charges and waste water disposal charges, gardening and landscaping, and management and security costs.

A **Service Charge** is charged by St Andrew's when the resident makes use of additional services provided by St Andrew's, such as (but not limited to) meals, medical, nursing, and



allied health services (including supplies) and are generally set on a cost recovery basis but to the extent that they reflect charges made by third party providers to St Andrew's there may be a profit margin to the credit of the third party provider, the quantum of which would not be known by St Andrew's.

The amount of the meal charge component of the **Service Charge** will depend on whether meals are provided in the communal dining facilities or delivered to the resident's Unit.

The **Service Charge** will be subject to change from time to time to take into account changes in both the level of services provided to you and our cost structure. We will first consult with residents where proposed changes will or might have a material impact on the resident's occupancy or ability to pay for the services and benefits provided. The period of notice after which any change would take effect will not be less than 1 month.

The **Operating Costs Contribution** is payable by you by the 20th day of the month following the date of invoice.

Your liability for the **Service Charge** ceases completely on the date you stop living in the Unit. Your liability for the **Village Levy** ceases completely on the earlier of the date that a new occupation licence is issued for the Unit you have vacated on termination of your occupancy or the expiry of 3 months from the date you stop living in the Unit.

From time to time other services may be offered to residents by external service providers, the cost of which will not form part of the service charge component of the Operating Costs Contribution. The charges for these services will be set by the providers of the services and will be payable directly to them.

You must also pay electricity, telephone and other utility charges incurred in respect of your Unit when these are separately metered or are separately invoiced direct to you by the utility supplier.

Where the occupation licence is terminated upon damage or destruction of the Unit, the above payments will be adjusted as detailed in the section "Damage or destruction of the Unit" on page 27.

### *Maintenance, Rates and Insurance*

You are not required to make additional payments for maintenance, rates and insurance in respect of the land and the exterior of the buildings comprising the Village as these costs are paid by the Operator and are included as part of the operating expenses of the Village.

### *New or changed charges*

At the date of this Disclosure Statement there are no new or changed charges being contemplated by St Andrew's.

## **Maintenance and refurbishment**

### *St Andrew's responsibility*

St Andrew's will be responsible for maintaining the common areas in the Village, and for maintaining in good order, repair and condition, the interior and exterior of the Unit (except for cleaning windows) and the connections for utility services to the Unit. St Andrew's will also replace any furnishings or equipment within the Unit (except for the replacement of light bulbs which shall be done by the resident) where these are owned by St Andrew's.

### *Your responsibility*

It is your responsibility to keep the interior of the Unit and St Andrew's fixtures and fittings in a clean and tidy condition taking all reasonable care to ensure that no damage is caused to the Unit or St Andrew's fixtures and fittings by yourself or your guests. You are responsible for keeping the internal and external surfaces of the windows of the Unit clean and for replacing light bulbs within the Unit. You must inform St Andrew's as soon as practicable of any damage to, or disrepair of, the Unit, or any of St Andrew's fixtures and fittings, to enable St Andrew's to comply with its obligations and of any circumstances likely to be, or to cause, any danger, risk or hazard to the Unit or any person resident in or visiting the Unit.

You will be responsible for paying St Andrew's costs of repairing or renovating any damage to the Unit caused by the you or your guests, but only to the extent that St Andrew's is not fully indemnified under any policy of insurance (provided that if St Andrew's makes a claim under a policy of insurance in respect of such costs, you must reimburse St Andrew's for any insurance policy excess).

Unless expressly excluded by St Andrew's, all the grounds in which your Unit is located are common areas and St Andrew's is responsible for them. However St Andrew's finds that many residents enjoy doing gardening and prefer to have a small area of garden that they can look after themselves. With this in mind and to provide for this, for those Units which have a garden immediately next to the Unit and separate from the general landscaping, the garden area immediately adjacent to the Unit will be kept neat and tidy by you.

Where Units do not have gardens that are separately identifiable from the general landscaping around the village homes but where you as the occupant wish to have your own small garden St Andrew's will assist you to establish a separate garden for you.

For those who have a separate garden immediately adjacent to the Unit but do not wish to have your own garden you may ask for it to be maintained by St Andrew's in which case it may be put into lawn or easy care garden at the discretion of St Andrew's.

There is no maintenance or sinking fund for repairs, maintenance, refurbishment and capital replacement works associated with the Village.

### **Financial accounts for Village**

The Trust is obliged by section 35B of the Retirement Villages Act to prepare and have audited the financial statements relating to the Trust. The Trust keeps adequate accounting records which fully set out all money received and disbursed in relation to the Village, and produce at the end of every financial year a profit and loss account and a balance sheet relating to the affairs of the Trust, which are fully audited and available to all residents on request prior to the annual general meeting. The Trust is not required to prepare separate financial statements for the Village.

The Operator's audited financial statements are available by searching St Andrew's file on the Retirement Villages Register. This can be accessed on the Companies Office website at [www.business.govt.nz](http://www.business.govt.nz) under "Search Other 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 St Andrew's.

St Andrew's must prepare at the start of each accounting period a statement forecasting for the accounting period:

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

St Andrew's must give a copy of this statement to each resident within 3 months of the start of the relevant accounting period. This statement is not audited.

## **Part 3 – Occupation licences, terminations, deductions, and estimated financial returns**

### **Varying occupation licence**

The terms and conditions of your occupation licence cannot be altered without your consent.

### **Termination of occupation licence**

Once your occupation licence is terminated, or notice of termination is given, St Andrew's will commence marketing the Unit. Marketing the Unit can include St Andrew's referring to a list of people who have expressed interest in entering the St Andrew's Village and inviting people from that list to view the Unit. For more details on this refer to the section on Sale of Unit on page 9.

The process for determining the sum or sums payable by a new resident for the right to occupy a vacated Unit, and the entitlement of any former resident are described on page 9. The initial market price for the Unit will be set by St Andrew's after considering relevant factors such as the retirement village market at the time of sale. Should the Unit remain unsold after 3 months from termination then the process to be followed from that point on is also set out in the section Sale of Unit starting on page 9.

The effect on any person(s) living with a resident (at the time of termination), if the occupation licence is terminated and the person is not a party to the occupation licence will be that the person(s) will have to move out of the Unit.

After termination you or your estate will continue to be liable to pay the Village Levy. This periodic payment ceases completely on the earlier of the date that a new occupation licence is issued for the Unit or the expiry of 3 months from the date you stop living in the Unit.

St Andrew's regards the application of the reserve fund for supporting refurbishment or capital projects in the Village to be an on-going situation and it is not limited to the period that any individual resident stays in the Village. Residents entering the Village will benefit from the contributions of those in the Village before them in the same way that part or all of their contributions may support the amenities enjoyed by Village residents after they have left.

### *Capital loss or capital gain*

St Andrew's does not require any terminating resident to share in any capital loss sustained on issuing a new licence of the Unit for which they held an occupation licence. Capital losses, should they occur, will be met by St Andrew's. Should a capital gain occur on the issuing a new licence of a Unit after termination then St Andrew's will retain this gain.

### *Deductions from payments by and to residents*

There are no deductions from payments made by a resident. Deductions made from payments to a resident are related to termination of the occupation right and are described in the sections "*Exit Payment on termination*" and "*Charges for a resident permanently leaving*" on page 20.

### *Estimated financial return on disposal of Unit*

The estimated financial return that a resident, former resident, or the estate of a former resident, could expect to receive on the sale or other disposal of a vacant residential Unit is set out in the table overleaf:

<u>Village area</u>	<u>Length of time</u>	<u>Indicative Licence Fee \$</u>	<u>Estimated Deductions \$</u>	<u>Estimated Financial Return \$</u>
Strathmore	2 years	975,000	195,000	780,000
Strathmore	5 years	975,000	292,500	682,500
Strathmore	10 years	975,000	292,500	682,500
Glen Macky	2 years	575,000	115,000	460,000
Glen Macky	5 years	575,000	172,500	402,500
Glen Macky	10 years	575,000	172,500	402,500
Glenmore	2 years	750,000	150,000	600,000
Glenmore	5 years	750,000	225,000	525,000
Glenmore	10 years	750,000	225,000	525,000
St Andrew's Hill	2 years	1,200,000	240,000	960,000
St Andrew's Hill	5 years	1,200,000	360,000	840,000
St Andrew's Hill	10 years	1,200,000	360,000	840,000

We have set out in the Schedule the return you can expect from the Unit you are interested in.

The return to you will decrease over a period of 4 years as you are required to pay a Capital Levy that accrues over this time. The Capital Levy is deducted in determining the amount of Exit Payment.

The return to you is also affected by the duration of your occupancy as any inflation will decrease the real value to you of the refund of Licence Fee paid after deductions have been made.

Except as described above, there is no effect on the return to you if we terminate your occupation licence because you have breached its terms or if you decide voluntarily to terminate your occupation licence.

### *Taxation*

The return you receive, namely the Exit Payment, may be subject to tax. You should seek independent professional advice in relation to taxation and other implications of subscribing for an occupation licence.

### **Responsibilities for insurance**

#### *Our insurance responsibilities*

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

We hold 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 sum insured;
- Business interruption insurance;
- Motor vehicle insurance;
- General liability insurance;
- Professional indemnity insurance;
- Statutory liability / employers liability insurance; and
- Crime insurance.

All policies are subject to excesses. In the case of natural disasters, the excess is \$500 (for residential property) and/or 2.5% of the site deductible (for non-residential property), in any case to a minimum of \$2,500.

#### *Your insurance responsibilities*

You are strongly recommended to (but are not required to) insure your personal belongings for loss and damage under an appropriate policy. You are required to insure any vehicle(s) you keep at the Village under an appropriate policy. Regardless of whether you hold such insurance, we are not responsible for any loss or damage to your belongings or vehicle(s).

If you or your guests cause damage to the Unit or other parts of the Village you will be responsible for the costs of repair but only to the extent that St Andrew's is not fully indemnified under any policy of insurance.

#### *Damage or destruction of the Unit*

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

- (a) If your Unit becomes uninhabitable following a Damage Event which is not as a result of any of your, or your visitors', acts or omissions, the accrual of the Capital Levy will be suspended from the date of the Damage Event (unless we are providing temporary accommodation to you, in which case the accrual shall continue) until your Unit or its replacement is ready for occupation by you following repair or replacement.
- (b) If your Unit becomes uninhabitable following a Damage Event which is not as a result of any of your, or your visitors', acts or omissions, the Village Levy and the Service Charge will each be suspended from the date of the Damage Event until your Unit or its replacement is ready for occupation by you following repair or replacement. If we are providing temporary accommodation to you, you will pay the actual cost of personal services and outgoings relating to that temporary accommodation.
- (c) If, following a Damage Event, we decide it is not practicable to repair or replace your Unit, your occupation licence is automatically terminated (unless paragraph (d), below, applies), and we will pay you the Exit Payment without deducting any Capital Levy, but we will be entitled to deduct any other amounts due to us (see the section "Charges for a resident permanently leaving" on page 20).

- (d) If, following a decision not to repair or replace your Unit as set out in paragraph (c) above, we offer you an option to transfer to another Unit (either pre-existing or yet to be constructed) in the Village and you do not accept such offer, the usual Exit Payment provisions and deductions (see the section “Charges for a resident permanently leaving” on page 20) will apply.

### **Meeting residents’ changing needs**

St Andrew’s endeavours to ensure that the Village meets residents’ current needs by maintaining the Village in good order and condition. St Andrew’s cannot ensure that the Village will meet all of a residents’ changing needs but does offer access to rest home and hospital care facilities as set out below.

However, you are entitled to alter your Unit if you have a disability (see page 8 for the circumstances and arrangements relating to this).

The older Units (Glen Macky; Glenmore and Strathmore) within the Village (including the Residential Units, facilities, grounds and common areas) would not meet the requirements of the national standards identified in NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities). The new area of St Andrew’s Hill has been designed to be as accessible as possible in terms of a normal residential home and incorporates doors and turning spaces that can accommodate the needs of wheelchair users. However the design does not meet all the requirements of the national standards identified in NZS 4121:2001 in particular for all door widths, direction of door opening and level access standards.

### *Moving into a rest home or hospital care institution in Village*

Part of the community of care concept of St Andrew’s Village is to provide residents of the Village with the opportunity to move to rest home or hospital residential care if an independent geriatrician has assessed the person as needing that level of care. You may only be admitted to long stay care if you have first been assessed by a geriatrician as requiring that level of care.

If St Andrew’s considers at any time that you require long term rest home or hospital level care, it will initiate, after consultation with you, your medical advisor, and if you request, any family member or representative, a process to have you assessed by an independent geriatrician for long term residential care.

If you have been admitted into a DHB hospital as a result of an incident or a decline in your health which then leads to an assessment being made by a geriatrician that you will require long term rest home or hospital residential care, St Andrew’s will be obliged as part of its responsibility for your safety and security to give due regard to that assessment. Should you wish to try to return to your unit and disregard the assessment for care St Andrew’s may institute its rights under your occupation licence which could result in the termination of your licence.

It is important that residents understand that while St Andrew’s will use its best endeavours to give priority to admissions from Village residents who need residential care, this will depend on a bed being available in the care facility. The care facility services referrals received from throughout Auckland City and the District Health Board regions so a bed cannot be guaranteed at the exact time a Village resident may need it.

If St Andrew’s is unable to accommodate you in residential care at the relevant time, it will, if so requested by you at that time, use its best endeavours to give priority to you over applicants who are not residents of St Andrew’s at a later time when a suitable bed becomes available.

Further information, including eligibility criteria and how to apply for a government subsidy, is available from St Andrew's.

You will be liable for payment of residential care fees from the date of permanent admission to residential care but St Andrew's may, in its sole discretion in the case of hardship, defer payment of such fees until the Unit is licensed to a new resident.

You will be entitled to residential care for short stay respite care or palliative care only where a respite care or palliative care programme has been agreed with you and confirmed by an authorised respite care or palliative care programme manager. You will be liable for payment of residential respite care fees at the rate applicable to the level of care required from the date of admission to respite residential care.

If you suffer an accident or require short term hospital care you will be referred to a public hospital, as St Andrew's hospital does not have appropriate acute care facilities to provide the requisite level of care

#### *Effect of marriage, etc, on occupation licence*

If during the term of the occupation licence, you marry, enter into a civil union or relationship with a de facto partner (irrespective of whether you were in another marriage, civil union or de facto relationship when the agreement was made) St Andrew's, on your request, will recognise your relationship partner as your permanent guest. The new relationship partner will not be named in the occupation licence or recognised as a new licensee. When the occupation licence terminates for any of the reasons set out in your occupation licence, your relationship partner, if still residing in the Unit, will be required to move from the Unit permanently including the removal of possessions as the occupation licence will have come to an end.

#### *Matters required by Deed of Supervision*

The Deed of Supervision is dated 4 May 2007 as varied by a Deed of Removal from and Accession to Deed of Supervision dated 25 September 2012 between St Andrew's and the Statutory Supervisor, Covenant Trustee Services Limited.

#### *Documents to be made available*

Before you sign an occupation licence, St Andrew's must have made available to you at your request, the most recent audited financial statements of St Andrew's..

St Andrew's confirms that the auditor's certificate and financial statements do not contain any information that is likely to deceive or mislead.

The following documents must also be made available:

- (a) a copy of the rules that apply specifically to the Village and affect a resident in living in or using a Unit in the Village (set out on page 7);
- (b) a copy of the Deed of Supervision.



## SCHEDULE

### Specific Information for a Particular Resident

The information in this Schedule is prepared solely for the intending resident named below as at \_\_\_\_\_ [date]

**Resident's Name:**

**Residential Unit Type** Villa/Apartment

**Residential Unit Number:** Unit \_\_\_\_\_

**Licence Fee:** \$

**Maximum Capital Levy:** \$

**Village Levy:** \$ 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 Residential Unit is set out below:

<b>Term</b>	<b>Estimated Licence Fee</b>	<b>Estimated Capital Levy</b>	<b>Estimated Refund</b>	<b>Estimated Financial Return</b>
Two years	\$	20% of Licence Fee	80% of Licence Fee	\$
Five years	\$	30% of Licence Fee	70% of Licence Fee	\$
Ten years	\$	30% of Licence Fee	70% of Licence Fee	\$

The above information is provided on the assumptions that:

- a. The resident's Licence Fee is as set out above;
- b. The Capital Levy in the occupation licence is calculated in accordance with the details given in this Disclosure Statement, and there has been no Damage Event (as detailed in the section "Damage or destruction of the Unit" on page 27); and
- c. No deductions from the Licence Fee are required to be made.

The method of calculating the above information is in accordance with the details set out in paragraph headed "*Charges for a resident permanently leaving*" on page 20.