



## **Disclosure Statement**

### **Disclosure date:**

This Disclosure Statement is issued as at 23 December 2020.

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

St Andrew's Village is owned and operated by St Andrew's Village Trust (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:**

- Judy Armour, Retirement Living Village Manager in normal business hours on (09) 585 4020
- Email: judy@sav.co.nz

**Retirement Village registration date:** 8 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 right agreement.

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; and
- the on-going 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 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 right agreement gives you the right to cancel your right agreement without having to give any reason no later than 15 working days after you have signed the occupation right agreement. If your 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, you may also cancel your agreement at any time after the expiry of that 6 month period.

If you cancel your agreement 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 right agreement, 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 agreement. 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 agreement, 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 right agreement 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:*

St Andrew's Village Trust (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 the Deed of Variation and Consolidation of the Terms of the Trust dated 6 May 2016.

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:

Jane Davel (Chairman)  
Sarah Hipkiss (Vice Chairman)  
Matthew Ensor  
Peter Goodfellow  
Belinda Sellars  
Dr Paul Owen  
Dr Jill Waters  
Peter Mence

#### *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 same 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 Right Agreements. There is no maximum sum secured by the encumbrance.

A mortgage in favour of ANZ has been registered over the Village land. This mortgage is second ranking, behind the encumbrance to the Statutory Supervisor. The mortgage secures all amounts payable to ANZ, including the amounts payable to a loan facility with a current limit of \$1,000,000. As at the date of this Disclosure Statement no funds are drawn down pursuant to this facility.

A second ranking general security agreement has been granted by the Operator in favour of the Statutory Supervisor and a first ranking general security agreement (apart for interests in land) has been granted in favour of ANZ. Each of these are 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 right agreement does not grant you any interest in the land on which the Unit is built.

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

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

##### *Your rights under your occupation right agreement*

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

Under the occupation right agreement 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 right agreement, 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 right agreement, give any mortgage or charge over your interest in the occupation right agreement 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 and may only be replaced with the Operator's consent.

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

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

### *Relocation Rights*

The current occupation right agreement grants St Andrew's the right to require Residents of Glen Macky, Glenmore or Strathmore clusters to relocate either temporarily or permanently to facilitate development or redevelopment of the Village. If St Andrew's exercises this right, St Andrew's will:

- (a) consult with the Resident;
- (b) ensure that the new unit is at least of an equal standard as the Unit in respect of which the Resident entered into an occupation right agreement; and
- (c) be responsible for all costs associated with the relocation.

### *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 right agreement.

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. Treating each other with courtesy and respect along with simply being considerate of others in the Village, as with any community, goes 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. Where management have granted consent to a pet, that consent may be withdrawn at any time in the management's discretion.
- Pets, excluding disability assist dogs, will not be permitted in community dining or lounge areas at any time and dogs must be on a lead in other communal areas. Disability assist dogs assisting residents or their visitors are welcome in all common areas of the Village when accompanying their owner, provided their presence does not interfere with the rights of other residents. Disability assist dogs must be on a leash when in communal areas.
- Smoking is not permitted in The Terraces, including inside apartments.
- Please respect the quiet enjoyment of other residents at all times. Adults must properly supervise young children visiting the Village. 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 from Residents.

#### *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 10.

Throughout the term of the occupation right agreement 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.

Smoking is not permitted in The Irwin Miller Centre, on The Irwin Miller Centre deck, or in the part of the Village known as St Andrew's Terraces, including inside Units in St Andrew's Terraces. Residents must also ensure their guests comply with the no-smoking rules.

### *Sale of Unit*

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

St Andrew's must promptly meet the following requirements:

- (a) start the process of entering into a new occupation right agreement for your Unit in accordance with your occupation right agreement;
- (b) take all reasonable steps to enter into a new occupation right agreement 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 right agreement 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 right agreement 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 right agreement 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 right agreement 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 right agreement you have the right to introduce a new resident at any time in accordance with the terms of your occupation right agreement. 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 right agreement 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 right agreement 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

Email: sales@standrewsvillage.co.nz

**Key staff and their relevant experience are:**

**NAME**

**POSITION: CORE FUNCTION AND EXPERIENCE**

**Andrew Joyce**

**Chief Executive** - Responsible for overall management of the Trust's business and implementing the strategic directions set by the Board. Qualified as an accountant with the Association of Chartered Certified Accountants (ACCA) in 1996 and became a Fellow of that institute in 2001.

Andrew originally commenced work with St Andrew's Village as the accountant in May 2005 and took over as CEO in December 2011.

**Judy Armour**

**Retirement Living Village Manager** – Responsible for the day to day operations of the Retirement Living operations. Judy oversees the Village nurses and also the event/activity co-ordinators. She is also responsible for all sales/resales of new developments and existing Units.

Judy has an extensive background in sales, and was contracted to St Andrew's from 2006 onwards to handle the initial sell down of the staged Hill development. She became an employee of St Andrew's staff in 2016 following the completion of the Hill development.

**Diane Newcombe**

**Quality Risk & Audit Manager** - Responsible for setting up and overseeing the Quality Management Framework for St Andrew's Village, including audit and monitoring, risk management, policy development, complaint management and the linkages between.

Diane has a background as a qualified occupational therapist with more than 20 years' experience in health management and quality management.

Masters of Health Science.

**NAME**

**POSITION: CORE FUNCTION AND EXPERIENCE**

**Tom Wang**

**Finance and IT Manager** - Responsible for all financial and accounting operations within the Village, as well as overseeing the planning and implementation of our IT infrastructure

A qualified CPA with 10 years' experience within a variety of finance roles.

**Brent Knowles**

**Facilities Manager** - Responsible for general maintenance of all grounds and buildings, planning and co-ordinating installations and refurbishments, overseeing maintenance team/team leaders and sub-contractors, ensuring compliance with health and safety and building warrants of fitness.

Prior experience as an Operations Manager with Eco Maintenance (9 Years). Responsible for general maintenance of council facilities in the streetscape environment including parks and gardens, overseeing various teams and contractors and compliance with health and safety requirements.

Qualifications – National Diploma in Horticulture.

**Lloyd Lewis**

**Hospitality Manager** - Responsible for The Terraces café/restaurant and bar functions, plus all events and activities in both The Terraces and The Irwin Miller Centre. This role will also oversee all future domestic service packages to residents and will oversee external contractors offering services on our site (e.g. hairdressers, physio, etc).

30 plus years prior experience in the hospitality, food and beverage and events industries at all levels, up to and including starting a chain of restaurants from scratch in Hong Kong.

**Carmen Stadler-Hanekom**

**Director of Care** – Responsible for Clinical Governance and oversight of all clinical operations within both the Care Centre and Retirement Village, and contributes to the future planning and design of buildings and services to residents and families.

A registered nurse with over 30 years' experience, with the last 12 years within the Aged Care sector.

**NAME****POSITION: CORE FUNCTION AND EXPERIENCE****Village nurse team**

A Village nurse is on-site Monday to Friday 8.30am to 5pm specifically to assist retirement living residents. The Village nurse can be called after hours for general advice, but for emergencies, medical call points are situated within each unit that are externally monitored 24/7.

There are three Village Nurses – Shirley Guigit (Registered Nurse) and Susan Huxtable (Enrolled Nurse) and Holly Smith (Registered Nurse)

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

The Village Manager is not otherwise contactable directly outside of these hours but is contactable in an emergency through the on-call Village Support staff who are on call 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.

There is no management agreement as the Trust is the manager.

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 right agreements 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 right agreements, 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  
Level 6  
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. St Andrew's has carried out these activities since 1962.

At the date of this Disclosure Statement, St Andrew's is comprised of 188 licence to occupy Units (104 Villas, 36 Hill Apartments and 48 Terraces Apartments) in housing clusters within the Village known as Strathmore, Glen Macky, Glenmore, St Andrew's Hill and The Terraces. The Operator intends to develop 21 Care Suites which will be built in two stages commencing in 2021. The Operator also intends to develop the Care Centre at the Village to include a further 57 dementia level care rooms which will be built in one or two stages commencing in 2021.

The 6 Strathmore Units are all two bedroom Villas set in landscaped grounds. Each Villa has a secure access garage with an automatic garage door opener and remote control. The Villas are either stand-alone or semi-detached in clusters of two.

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

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

There are 116 St Andrew's Hill Units being 36 Apartments and 80 Villas which are varied and range from 1 to 3 bedrooms, some on two levels and some on a single level.

The 48 St Andrew's Terraces Apartments consist of 1 and 2 bedroom apartments.

<u>Units</u>	<u>Year built</u>	<u>Age</u>	<u>Construction materials</u>	<u>Condition of buildings</u>
Strathmore	1992	28 years	brick exterior walls and tiled roofs	Good
Glen Macky	1986 (8 Units); 2000 (4 Units)	34 years  20 years	8 have permanent board panel external walls and diamondek roofs; the other 4 have brick façade exterior walls and shingle roofs	Good
Glenmore	1981	39 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	5-13 years	plastered brick veneer exterior walls with Italian clay tile & profiled metal tray roofs and aluminium joinery	Excellent
The Terraces	2019 - 2020	1 years	A mixture of pre-cast concrete panels with a membrane warm roof system for the apartments plus a blockwork construction and coloursteel roof for the communal areas.	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>
The Irwin Miller 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
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### *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 Retirement Living Village Handbook. As an intending resident you have a right to be provided with this information.

Each Unit is fitted with an emergency telephone system supplied by St Andrew's and 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 establishing 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>
Villa	104	6
Hill Apartment	36	0
The Terraces	48	0

#### *New residential Units planned*

<u>Unit type</u>	<u>Number</u>	<u>Location</u>	<u>Size</u>	<u>Estimated completion date</u>
Care Suites	21	Care Centre		

The anticipated effect for existing residents of the planned Care Suites development is that all residents will have greater options for accommodation within the Village should they require residential care in the future.

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 of Care Suites and any future developments 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>
Apartment	442 Argyll Terrace	37
Villa	10	177
Villa	100 St Andrews Hill	170
Villa	109 St Andrews Hill	83
Villa	111 St Andrews Hill	0
Villa	12A St Andrews Hill	9
Villa	15 St Andrews Hill	365
Villa	25 St Andrews Hill	54
Villa	28 St Andrews Hill	109
Villa	29 St Andrews Hill	58
Villa	37 St Andrews Hill	90
Villa	49 St Andrews Hill	151
Villa	52 St Andrews Hill	449
Villa	55 St Andrews Hill	21
Villa	82 St Andrews Hill	139
Villa	87 St Andrews Hill	0

Based on the above table the average time taken to dispose of an occupied unit was:

- Villas is 125 days
- Terrace Apartments is 37 days

The average time to sell all types of Units at the Village was 119.5 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 right agreement.

*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>
<u>The Terraces</u>	431 Inverness	222
<u>The Terraces</u>	411 Dundee	227
<u>The Terraces</u>	428 Inverness	229
<u>The Terraces</u>	429 Inverness	243
<u>The Terraces</u>	410 Inverness	282
<u>The Terraces</u>	426 Inverness	283
<u>The Terraces</u>	403 Dundee	284
<u>The Terraces</u>	412 Dundee	295
<u>The Terraces</u>	420 Inverness	297
<u>The Terraces</u>	438 Argyll	297
<u>The Terraces</u>	432 Inverness	304
<u>The Terraces</u>	435 Inverness	305
<u>The Terraces</u>	436 Inverness	305
<u>The Terraces</u>	402 Dundee	318
<u>The Terraces</u>	408 Dundee	318

The average time taken to dispose of a previously unoccupied Residential Unit, all being The Terraces Apartments, was 210.16 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 excludes where the resident wishes to have a garden for personal interest in the garden immediately adjacent to their Unit	As required
Lawn mowing	Mowing lawns	All common areas	Frequencies varied between seasons as required.
Repair & maintenance	Maintain St Andrew's property	External and interior as stipulated in the occupation right agreement	Planned and reactive
Handyman services	Home handyman assistance	Provided on a user pays basis for assistance with minor household tasks that are not the responsibility of St Andrew's including assembling furniture, hanging pictures, specific gardening tasks etc.	As required
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	Restaurant	Residents may purchase meals from the restaurant in The Terraces. Meals may also be delivered to residents' homes.	During the advertised opening hours
Shops and other services for the provision of goods	Small residents' shop at the Main Care Centre reception	Limited selection of personal items and snack foods	Open 9.00am to 4pm am Monday to Friday

<u>Service</u>	<u>Nature</u>	<u>Extent</u>	<u>Frequency</u>
Domestic Services	Domestic services, including laundry services, are available to Residents of The Terraces on request.	Residents pay an additional charge for these services.	As agreed
Hairdressing and other personal care services	Hairdressing services	Available on site for a charge.	By appointment
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
Podiatrist		Available on site for a fee	Weekly
Physiotherapist		Available on site for a fee	Twice weekly

*Details of the facilities available to residents*

<u>Facility</u>	<u>Limits / restrictions on availability</u>
Lounge and library	Within The Irwin Miller Centre
Media room (television and movies)	Within The Irwin Miller Centre
Cinema	Within The Terraces
Gymnasium	Within The Irwin Miller Centre
Pétanque court	Near The Irwin Miller Centre
BBQ area	At The Irwin Miller Centre

<u>Facility</u>	<u>Limits / restrictions on availability</u>
Dining facility (café, restaurant and bar)	Within The Terraces
Small functions area	Subject to availability and no clashes with other organised activities, a small area in The Irwin Miller Centre can be hired for private functions hosted by residents
Health clinic	Within The Terraces

*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>
Spa pool	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 (as defined in the ORA contract)</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.
Home handyman service	Monthly account	Residents are charged as per the Operator's current rate for the provision of this service
Meals	Monthly account	As per menu pricing

<u>Service or facility (as defined in the ORA contract)</u>	<u>Payable when</u>	<u>Charge or basis for charging</u>
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.
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 at the current rate, the scheduled prices are available on request

Service and facility charges (which are not included in the Village Levy) 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 months' 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 independently set by the contractor.

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

You must pay an Entry Payment for the occupation right agreement. There are no entry charges or other costs of acquiring the occupation right agreement other than the Entry Payment. 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 is credited against the Entry Payment 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 6 you have the right to withdraw your application by written cancellation within 15 working days of signing the occupation right agreement. If your agreement 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 agreement 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 right agreement that you wish to withdraw from the purchase of an Entry Payment then your deposit will be forfeited.

#### *Exit Payment on termination*

Following termination of your occupation right agreement and relicensing of your Unit, St Andrew's will pay an Exit Payment to you or your representative after deducting the Deferred Management Fee and any other amounts properly deductible in the terms of your occupation right agreement. The Exit Payment is an amount that is equal to the Entry Payment. St Andrews will pay the Exit Payment (after making the deductions referred to below) 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, St Andrew's is entitled to deduct the following amounts from the Exit Payment:

(a) a Deferred Management Fee, accruing as follows:

For The Terraces development:

- (i) 9% of the Entry Payment accruing on the Commencement Date; and
- (ii) 7% per annum of the Entry Payment 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 3 years from the Commencement Date,

in total, to a maximum of 30% of the Entry Payment.

For all other Units apart from The Terraces:

- (i) 10% of the Entry Payment accruing on the Commencement Date; and
- (ii) 5% per annum of the Entry Payment 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,

- (b) in total, to a maximum of 30% of the Entry Payment;
- (c) a Transfer Fee (if applicable);
- (d) St Andrew's costs and charges relating to the termination of this occupation right agreement; 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 Entry Payment in respect of the first Unit and is payable only if the Resident is transferring from the Unit to another unit in the Village.

The Deferred Management Fee is payable by you for a maximum period of 3 years for The Terraces development or 4 years for all other Units in the Village. If you occupy only one Unit during your first 3 or 4 years at the Village (as applicable), then the Deferred Management Fee will be calculated as a percentage of that Unit's Entry Payment. If you occupy multiple units during your first 3 or 4 years at the Village (as applicable), then the part of the Deferred Management Fee referred to at paragraphs (a)(ii) above will be calculated, for so long as you occupy each Unit, as a percentage of that Unit's Entry Payment.

The principles supporting these charges cannot be changed retrospectively once the occupation right agreement has been signed. The principles may be reviewed from time to time in respect of future occupation right agreements 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 right agreement, 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 right agreement, you must pay a **Monthly Fee**. This consists of a compulsory **Village Levy**, which is charged on a per Unit basis, and an optional **Service Charge** where you have utilised additional 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 Monthly Fee 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 agreement, and will not change during the term of the agreement (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 wastewater 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 **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 **Monthly Fee** 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 right agreement 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 Monthly Fee. 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 right agreement 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 35.

#### *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.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 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 right agreements, terminations, deductions, and estimated financial returns**

### **Varying occupation right agreement**

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

### **Termination of occupation right agreement**

Once your occupation right agreement 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 13.

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 13. 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 13.

The effect on any person(s) living with a resident (at the time of termination), if the occupation right agreement is terminated and the person is not a party to the occupation right agreement 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 right agreement 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 agreement of the Unit for which they held an occupation right agreement. Capital losses, should they occur, will be met by St Andrew's. Should a capital gain occur on the issuing a new agreement of a Unit after termination then St Andrew's will retain this gain.

*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 below:

<u>Village area</u>	<u>Length of time</u>	<u>Indicative Entry Payment</u> \$	<u>Estimated Deductions</u> \$	<u>Estimated Financial Return</u> \$
Strathmore	2 years	1,150,000	230,000	920,000
Strathmore	5 years	1,150,000	345,000	805,000
Strathmore	10 years	1,150,000	345,000	805,000
Glen Macky	2 years	700,000	140,000	560,000
Glen Macky	5 years	700,000	210,000	490,000
Glen Macky	10 years	700,000	210,000	490,000
Glenmore	2 years	875,000	175,000	700,000
Glenmore	5 years	875,000	262,500	612,500
Glenmore	10 years	875,000	262,500	612,500
St Andrew's Hill	2 years	1,500,000	300,000	1,200,000
St Andrew's Hill	5 years	1,500,000	450,000	1,050,000
St Andrew's Hill	10 years	1,500,000	450,000	1,050,000
The Terraces Apartments	2 years	1,300,000	299,000	1,001,000
The Terraces Apartments	5 years	1,300,000	390,000	910,000
The Terraces Apartments	10 years	1,300,000	390,000	910,000

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 3 or 4 years (as specified in your occupation right agreement, depending on your Unit) as you are required to pay a Deferred Management Fee that accrues over this time. The Deferred Management Fee is deducted from the 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 Entry Payment paid after deductions have been made.

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

### *Taxation*

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

## **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 Deferred Management Fee 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 right agreement is automatically terminated (unless paragraph (d), below, applies), and we will pay you the Exit Payment without deducting any Deferred Management Fee, but we will be entitled to deduct any other amounts due to us (see the section "Charges for a resident permanently leaving" on page 28).
- (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 28) 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 12 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 the care Centre 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 right agreement which could result in the termination of your agreement.

As at the date of this Disclosure Statement St Andrew's has a total of 173 care beds in its care facility. Of these, 20 provide rest home level care, 91 provide hospital level care and 42 provide dementia level care. The final 20 beds can be used for either rest home or hospital level care. These care beds are a mixture of standard rooms and premium rooms for which premium room charges are payable. St Andrew's does not currently offer occupation right agreements for care rooms but intends to in the future.

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 of the correct level being available in the care centre. The care centre 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. If you choose to move into a premium room you will also be liable for the premium room charges as disclosed on St Andrew's website from time to time.

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 right agreement*

If during the term of the occupation right agreement, 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 right agreement or recognised as a new licensee. When the occupation right agreement terminates for any of the reasons set out in your occupation right agreement, 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 right agreement 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 right agreement, 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 11);
- (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 /Hill Apartment / The Terraces  
Apartment / Glenmore / Glen Macky /  
Strathmore

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

**Entry Payment:** \$

**Maximum Deferred Management Fee:** \$

**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 Entry Payment</b>	<b>Estimated Deferred Management Fee</b>	<b>Estimated Refund</b>	<b>Estimated Financial Return</b>
Two years	\$	[20%/23%] of Entry Payment	[80%/77%] of Entry Payment	\$
Five years	\$	30% of Entry Payment	70% of Entry Payment	\$
Ten years	\$	30% of Entry Payment	70% 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 in the occupation right agreement 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 35); and
- c. No deductions from the Entry Payment 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 28.