

**THE GROVE OREWA
OCCUPATION LICENCE**

Resident:

Residential Unit: []

TABLE OF CONTENTS

PART A	1
1. INTRODUCTION.....	1
2. OUR AGREEMENTS.....	1
EXECUTION.....	3
LAWYER'S CERTIFICATE.....	4
PART B	5
3. OCCUPATION LICENCE DETAILS.....	5
4. RIGHTS OF CANCELLATION – COOLING OFF	7
PART C	8
DEFINITIONS.....	8
5. DEFINITIONS AND INTERPRETATION.....	8
OCCUPANCY RIGHTS.....	11
6. GRANT OF OCCUPATION RIGHT	11
7. JOINT OWNERS	11
8. USE OF RESIDENTIAL UNIT	11
9. USE OF OPERATOR'S CHATTELS.....	11
10. USE OF COMMUNITY FACILITIES.....	11
YOUR PAYMENTS	12
11. YOUR ENTRY PAYMENT	12
12. YOUR VILLAGE CONTRIBUTION.....	12
13. YOUR VILLAGE OUTGOINGS PAYMENT.....	12
14. YOUR ADDITIONAL SERVICES COSTS.....	12
15. YOUR DIRECT DEBIT AUTHORITY.....	13
16. YOUR UTILITY CHARGES	13
17. YOUR LEGAL AND OTHER COSTS.....	13
18. TERMINATION PAYMENTS	13
19. YOUR ADMINISTRATION FEE.....	14
20. DEFAULT INTEREST.....	14
21. GST.....	14
OUR CONSULTATION, REPORTING AND NOTICE OBLIGATIONS	15
22. WE WILL CONSULT WITH YOU	15
23. WE WILL NOTIFY YOU.....	15
YOUR GENERAL OBLIGATIONS.....	16
24. PERMITTED USE OF RESIDENTIAL UNIT.....	16
25. PARKING.....	16
26. DEALING WITH RESIDENTIAL UNIT	16
27. CARE OF RESIDENTIAL UNIT AND COMMUNITY FACILITIES	16
28. NO ALTERATIONS WITHOUT PRIOR CONSENT	17

29.	INSURANCE OF YOUR BELONGINGS (INCLUDING VEHICLES).....	17
30.	COMPLIANCE WITH RULES.....	17
31.	INDEMNIFICATION OF OWNER	18
32.	YOUR RELATIONSHIPS WITH OTHERS	18
33.	ENDURING POWERS OF ATTORNEY	18
34.	PRIVACY AUTHORISATION	18
35.	REPRESENTATIONS.....	19
36.	WILL AND NEXT OF KIN.....	19
37.	ALTERNATIVE ACCOMMODATION.....	19
	OUR GENERAL OBLIGATIONS	20
38.	MANAGEMENT OF VILLAGE	20
39.	CODE OF PRACTICE	20
40.	POLICIES AND PROCEDURES	20
41.	PROVISION OF UTILITIES AND MAINTENANCE OF VILLAGE	20
42.	INSURANCE OF VILLAGE	21
43.	PROVISION OF ADDITIONAL SERVICES.....	21
44.	PAYMENT OF VILLAGE OUTGOINGS	21
45.	COMMUNICATION POLICIES	21
46.	CODE OF RESIDENTS' RIGHTS.....	21
47.	RIGHTS TO COURTESY AND NON-EXPLOITATION	22
	OUR OBLIGATIONS IN RELATION TO FINANCIAL STATEMENTS.....	23
48.	YOUR RIGHT TO COPY OF FINANCIAL STATEMENTS.....	23
	GENERAL RIGHTS AND OBLIGATIONS OF BOTH OF US	24
49.	CHANGES TO VILLAGE FACILITIES	24
50.	MAINTENANCE OF INTERIOR OF RESIDENTIAL UNIT	24
51.	OPERATOR'S RIGHT TO ENTER RESIDENTIAL UNIT.....	25
52.	FURTHER DEVELOPMENT OF THE VILLAGE.....	25
53.	DISPOSE OF/SUBCONTRACT OUR RIGHTS.....	25
54.	DEPOSIT HOLDER	26
55.	RESIDENTS WITH DISABILITIES	26
56.	YOUR DEFAULT	27
	TRANSFER	28
57.	WE WILL ENDEAVOUR TO EFFECT TRANSFER.....	28
58.	CONDITIONS OF TRANSFER.....	28
59.	OWNER'S DISCRETION REGARDING TERMS AND CONDITIONS OF TRANSFER.....	28
	TERMINATION.....	29
60.	TERMINATION EVENT	29
61.	DEPARTURE FROM RESIDENTIAL UNIT	31
62.	FIND NEW RESIDENT	31
63.	OUR EXIT PAYMENT TO YOU.....	32

64. YOUR PAYMENTS TO US ON TERMINATION	33
DAMAGE OR DESTRUCTION OF THE RESIDENTIAL UNIT.....	34
65. DAMAGE OR DESTRUCTION.....	34
66. CONSULTATION.....	34
67. REPAIR OR REPLACEMENT OF RESIDENTIAL UNIT	34
68. TERMINATION OF LICENCE	35
69. TRANSFER TO ANOTHER RESIDENTIAL UNIT	36
COMPLAINTS FACILITY AND DISPUTES RESOLUTION	37
70. DISPUTE RESOLUTION (EXCEPT A DISPUTE REGARDING DISPOSAL OF RESIDENTIAL UNIT).....	37
71. DISPUTE RESOLUTION FOR DISPUTE REGARDING DISPOSAL OF RESIDENTIAL UNIT	37
MEETINGS.....	38
72. RESIDENTS' MEETINGS.....	38
GENERAL	40
73. GENERAL PROVISIONS	40
SCHEDULE ONE - VILLAGE OUTGOINGS	42
SCHEDULE TWO - OPERATOR'S CHATTELS	44
SCHEDULE THREE - SPECIAL OBLIGATIONS.....	45
SCHEDULE FOUR - RULES	46

PART A

THIS LICENCE comprises parts A, B and C.

1. INTRODUCTION

- 1.1 We own a retirement village known as The Grove Orewa at 8 Milton Road Orewa.
- 1.2 You have applied to become a resident of the Village and the Residential Unit and we have accepted your application.
- 1.3 This Licence sets out the terms and conditions that apply to your Occupation Right, including our obligations to you, and your obligations to us.
- 1.4 The Occupation Right granted to you by this Licence is a licence to occupy your Residential Unit.

2. OUR AGREEMENTS

- 2.1 We and you agree as follows:
 - (a) We grant to you the Occupation Right in accordance with clauses 6 - 10.
 - (b) You agree to make the payments set out in clauses 11 - 21.
 - (c) We agree to abide by our consultation and notice obligations set out in clauses 22 and 23.
 - (d) You agree to abide by your general obligations set out in clauses 24 - 37.
 - (e) We agree to abide by our general obligations set out in clauses 38 - 47.
 - (f) We agree to abide by our obligations in relation to financial statements set out in clause 48.
 - (g) We both agree to abide by the general obligations set out in clauses 49 - 55.
 - (h) You agree to abide by the provisions relating to default set out in clause 56.
 - (i) We both agree that if you transfer to another Residential Unit, the provisions of clauses 57 - 59 will apply.
 - (j) We both agree that on termination of this Licence, the provisions of clauses 60 to 64 will apply.
 - (k) We both agree that if the Residential Unit or Village is damaged or destroyed, the provisions of clauses 65 to 69 will apply.

- (l) We both agree clauses 70 - 71 will apply in relation to disputes and complaints.
- (m) We both agree that the provisions of clause 72 will apply to meetings with Village residents.
- (n) We both agree that the general provisions set out in clause 73 apply to this Licence.
- (o) We both agree to abide by the special provisions set out in Schedule Three (if any).

2.2 You confirm that you have received a copy of:

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

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

EXECUTION

Your signing of this Licence:

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

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

Date you signed this Licence:

Our signing of this Licence:

Signature of Operator:

Name of Operator:

_____ **Aegis Orewa Limited**

Date of signing by the Operator

LAWYER'S CERTIFICATE

Name of Village: The Grove Orewa

Registration number of village: 2059535

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

- (a) I explained to _____ the general effect of the attached licence and its implications before he or she signed the licence; and
- (b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of _____.

Dated: _____

Signed: _____ *[signature of lawyer]*Name: _____ *[name of signatory]*

Street address: _____

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

Postal address: _____

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

Email address: _____

[insert email address of lawyer]

Telephone number: _____

[insert telephone number of lawyer]

Fax number (optional): _____

[insert fax number for lawyer, if desired]

PART B

IMPORTANT INFORMATION

3. OCCUPATION LICENCE DETAILS

3.1 Date of this Licence:

3.2 Parties

Operator: **Aegis Orewa Limited**, described in this Licence as us, we or the Operator and including our successors and assigns.

Resident: **[Name of Resident(s)]**, described in this Licence as you or the Resident.

3.3 Residential Unit

Dwelling: Unit number [] or such new unit that you move to as set out in Schedule 3 Special Obligations.

3.4 Commencement and Termination of the Occupation Right

The Commencement Date is: **[insert date]**
[] Working Days after we notify you that the Residential Unit is complete].

The Proposed Date for Completion of the Residential Unit is: **[insert date]**

The Termination Date is: The date your right to occupy the Residential Unit ends, as set out in clauses 60 and 68.2 of this Licence.

3.5 Entry and Exit Payments

On the Commencement Date you will pay us an Entry Payment of **[insert amount]** (clause 11).

On the Exit Payment Date, we will pay you an amount calculated as follows:

the Exit Payment comprising an amount equal to the Entry Payment (clause 63.1)

Minus:

- (a) Your Village Contribution: The maximum Village Contribution payable by you is \$[], being an amount equal to **25%** of the Entry Payment (clause 12.1).

The Village Contribution will accrue to us on a daily basis at a rate equal to 1/48th of the maximum Village Contribution per month. The Village Contribution will be calculated from the Commencement Date/[**other date**] until the earlier of:

- the expiry of **4** years from the Commencement Date; or
- Exit Payment Date.

- (b) Any balance of the payments or other amounts you owe to us as set out in clause 64.

- (c) An Administration Fee equal to 1.5% of the Entry Payment.

(The Exit Payment Date is set out in clause 63.2.)

3.6 Further Payments

In addition to the Entry Payment and Village Contribution, you will also make the following payments during the term of this Occupation Right:

A Village Outgoings

Your Village Outgoings Payment is: **[insert amount]** \$ (clause 13).

Your Village Outgoings Payment is payable on: **First day** of each month.

Your Village Outgoings Payment ceases to be payable: As set out in clause 13.4.

B Additional Services

Any additional payments or amounts payable by you to us:

- 3.7 **Default Interest Rate:** 4% above the overdraft rate charged to the Operator by its bankers (clause 20).

3.8 **Statutory Supervisor:** Covenant Trustee Services Limited including its successors.

4. RIGHTS OF CANCELLATION – COOLING OFF

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

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

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

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

4.5 The notice of cancellation must be given to

(a) us; or

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

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

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

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

(a) services, if we provided you with services while you were living in the Village; and

(b) damage, if you are responsible for any damage to your Residential Unit or to any facilities in the Village.

PART C

DEFINITIONS

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

5. DEFINITIONS AND INTERPRETATION

Definitions

Throughout this Licence, the following terms with capitalised first letters have the given full meanings:

- 5.1 “**Accounting Period**” means the period ending on our annual balance date in each year.
- 5.2 “**Additional Services**” means the services we make available from time to time for you to use at your discretion, subject to change in accordance with this Licence.
- 5.3 “**Additional Services Costs**” means the costs of the Additional Services payable in accordance with clause 14.
- 5.4 “**Administration Fee**” means the fee payable by you under clause 19.
- 5.5 “**Code of Practice**” means the Code of Practice approved under the Retirement Villages Act, as updated, amended or replaced from time to time.
- 5.6 “**Code of Residents’ Rights**” means the code of residents’ rights which is applicable from time to time pursuant to the Retirement Villages Act.
- 5.7 “**Community Facilities**” means the common areas and community facilities of the Village provided by the Operator from time to time.
- 5.8 “**Deed of Supervision**” means the deed that we have entered into appointing the Statutory Supervisor as required by the Retirement Villages Act and as may be amended from time to time.
- 5.9 “**Deposit Holder**” means the Statutory Supervisor.
- 5.10 “**Disclosure Statement**” means the written document titled the disclosure statement containing information about this Village, in accordance with the Retirement Villages Act.

- 5.11 “**Entry Payment**” means the payment made by you on entering the Occupation Licence in exchange for the right to receive the Exit Payment as set out in clause 3.5.
- 5.12 “**Exit Payment**” means an amount equal to the Entry Payment.
- 5.13 “**Fair Wear and Tear**” means something that occurs through normal use or is the normal change that takes place with the aging of the property, and may include but is not limited to, any chattels provided by the Operator such as curtains and drapes, fixtures and fittings. Fair Wear and Tear does not include deterioration attributable to smoking, incontinence and the use of mobility aids.
- 5.14 “**Licence**” means this Occupation Licence comprising parts A, B and C and the Schedules.
- 5.15 “**Occupation Right**” means your right to occupy a residential unit under this Licence.
- 5.16 “**Operator’s Chattels**” means the chattels belonging to us set out in Schedule Two.
- 5.17 “**Resident’s Chattels**” means any personal items kept or installed in the Residential Unit by the Resident.
- 5.18 “**Retirement Villages Act**” means the Retirement Villages Act 2003 and its Regulations as updated, amended or replaced from time to time.
- 5.19 “**Rules**” means the Operator’s rules for the Village, which are subject to change in accordance with this Licence and which, as at the date of this Licence are set out in Schedule Four.
- 5.20 “**Village Contribution**” means the payment made by you as described in clause 3.5 in exchange for the supply of accommodation and the supply of Community Facilities.
- 5.21 “**Village Outgoings**” means the outgoings of the Village set out in Schedule One.
- 5.22 “**Village Outgoings Payment**” means the periodic payment described in clause 3.6 paid by you in exchange for the supply of accommodation and Community Facilities.
- 5.23 “**Working Day**” means any day of the week other than:
- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday and Labour Day;
 - (b) A day in the period commencing on 25 December in any year and ending on 2 January in the following year, inclusive;

- (c) If 1 January falls on a Friday, the following Monday, and if 1 January falls on a Saturday or Sunday, the following Monday and Tuesday.

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

- 5.24 “**You**” means you the Resident as named in this Licence. If there are two of you, this term includes you both jointly and severally. This term also includes, where the meaning of the provisions allow, your personal representatives.
- 5.25 Those terms included in Parts A and B with capitalised first letters have the full meanings given to them in the relevant Part.

OCCUPANCY RIGHTS

6. GRANT OF OCCUPATION RIGHT

- 6.1 We grant to you, and you accept, the Occupation Right for your Residential Unit under this Licence.
- 6.2 The rights we are granting to you in this Licence are personal contractual rights only. Nothing in this Licence gives you any ownership right or interest in the Village or the Residential Unit. This Licence does not give you any tenancy or leasehold rights to the Residential Unit.
- 6.3 You agree not to require registration of the Occupation Right and not to caveat or otherwise encumber our title to the Village.
- 6.4 You are entitled to take up occupation of your Residential Unit on the Commencement Date, subject to clause 11.2.

7. JOINT OWNERS

- 7.1 If the Occupation Right was initially granted to two of you, then you both will hold the benefits and have obligations under the Occupation Right jointly. Upon the death of one of you, the interest of that person will automatically transfer to the survivor of you.
- 7.2 No transfer of the Occupation Right into the name of your personal representative (following death) will be allowed.

8. USE OF RESIDENTIAL UNIT

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

9. USE OF OPERATOR'S CHATTELS

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

10. USE OF COMMUNITY FACILITIES

- 10.1 You are entitled to enjoy the Community Facilities. Your rights to enjoy the Community Facilities are not exclusive and must be exercised in common with all other residents and any other persons to whom we may, in our discretion, grant similar rights at any time.

YOUR PAYMENTS

11. YOUR ENTRY PAYMENT

- 11.1 On or before the Commencement Date you must pay us the Entry Payment.
- 11.2 You will not be entitled to occupy your Residential Unit until you have paid the Entry Payment, even though this Licence may have been completed and the Commencement Date may have arrived, unless otherwise agreed by us.

12. YOUR VILLAGE CONTRIBUTION

- 12.1 You agree to pay us the Village Contribution calculated in the manner set out in clause 3.5.
- 12.2 Calculation of your Village Contribution will be suspended if clause 67.4 applies.

13. YOUR VILLAGE OUTGOINGS PAYMENT

- 13.1 You agree to pay us the Village Outgoings Payment in the manner and at the times set out in clause 3.6.
- 13.2 The Village Outgoings Payment is your contribution to the cost of the Village Outgoings.
- 13.3 Your Village Outgoings Payment will not increase during the term of this Licence.
- 13.4 Your obligation to pay us the Village Outgoings Payment will cease:
 - (a) on the Exit Payment Date; or
 - (b) six months after the Termination Date, if the Exit Payment Date has not occurred by such date; or
 - (c) from any later date that you stop living in your Residential Unit and remove all your possessions from the Residential Unit; or
 - (d) on the date that you vacate your Residential Unit, if this Licence is terminated under clause 68.
- 13.5 Payment of your Village Outgoings Payment will be suspended if clause 67.3 applies.

14. YOUR ADDITIONAL SERVICES COSTS

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

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

15. YOUR DIRECT DEBIT AUTHORITY

- 15.1 You agree to sign and deliver to us an authority permitting us to deduct Village Outgoings Payment as it falls due by direct debit from your bank account.
- 15.2 We will give you 10 Working Days written notice of the amount of the proposed Village Outgoings Payment prior to deducting such amount from your bank account.

16. YOUR UTILITY CHARGES

- 16.1 You are solely liable to pay all charges for utilities consumed in respect of your Residential Unit, including electricity, gas, telephone/tolls and water charges and waste water charge, and we will have no responsibility to meet any of these charges on your behalf.
- 16.2 If we purchase any of these utility services in bulk, we will supply them to you and ensure that you receive a share of any benefit.
- 16.3 If any of these utilities are not separately metered to you, we may at our sole discretion decide to include the cost of provision of such utilities in the Village Outgoings.
- 16.4 If we provide you with any utility services directly, we will invoice you for such services at the end of each month and you must pay us no later than the 20th of the month following the date of invoice.
- 16.5 You will continue to be solely liable to pay all charges for utilities consumed in respect of your Residential Unit following the Termination Date until the earlier of:
- (a) the commencement date of a new occupation licence, entered into by us and a new resident, in respect of the Residential Unit;
 - (b) the occupation of your vacated Residential Unit by a new resident; or
 - (c) such other date as you and we may agree.

17. YOUR LEGAL AND OTHER COSTS

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

18. TERMINATION PAYMENTS

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

19. YOUR ADMINISTRATION FEE

19.1 You agree to pay us the Administration Fee at the time set out in Part B.

20. DEFAULT INTEREST

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

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

21. GST

21.1 Where we must pay GST on the cost of goods and services that we purchase (including but not limited to the Village Outgoings), and we are not able to recover some or all of that GST from the Inland Revenue Department, you must reimburse us for such GST on demand.

21.2 Where we are required to account for GST on any amounts you pay to us, (except for the amounts specified in clause 21.3) you must pay us the amount of that GST on demand.

21.3 The Entry Payment, Village Contribution and Administration Fee are GST inclusive.

OUR CONSULTATION, REPORTING AND NOTICE OBLIGATIONS

22. WE WILL CONSULT WITH YOU

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

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

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

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

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

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

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

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

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

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

23. WE WILL NOTIFY YOU

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

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

YOUR GENERAL OBLIGATIONS

24. PERMITTED USE OF RESIDENTIAL UNIT

- 24.1 You will use the Residential Unit only for your own personal use and occupation.
- 24.2 You may have friends or relatives or other persons to stay with you in the Residential Unit for periods not exceeding one month at any one time. You may have friends or relatives or other persons to stay with you in the Residential Unit for longer periods with our prior consent. However, we reserve the right to curtail any such arrangement where we consider it is interfering with the quiet enjoyment of other residents in the Village.
- 24.3 You will not smoke in the Residential Unit, the Community Facilities or in any buildings at the Village and you must ensure that any of your guests also refrain from smoking in the Residential Unit, the Community Facilities or in any buildings at the Village.

25. PARKING

- 25.1 You may park only in your garage or carpark.
- 25.2 You are not to allow any guest or visitor to park a vehicle anywhere in the Village other than in the designated areas set aside for guest or visitor parking.
- 25.3 We may refuse to permit you to bring to the Residential Unit or the Village any caravan, boat, camper van, trailer or similar item. If we grant you permission, we may require you to comply with our directions as to where such item is parked. Further, we may require you to remove such item, despite any previous approval. You must comply with such refusal or requirement.

26. DEALING WITH RESIDENTIAL UNIT

- 26.1 You are not entitled to transfer this Licence or any legal or equitable interest you may have in your Residential Unit, give any mortgage or charge over your interest in this Licence, sublet or allow any person to have possession or occupancy of the Residential Unit.
- 26.2 You may not grant a security interest over your right to the Exit Payment.

27. CARE OF RESIDENTIAL UNIT AND COMMUNITY FACILITIES

- 27.1 You will at all times keep your Residential Unit and its surrounds, together with the Operator's Chattels, in a proper, tidy, clean and sanitary condition and (where appropriate) working order.

- 27.2 You will replace at your cost all mirrors, light shades, light bulbs, power elements, plumbing fittings, window security stays and electrical fittings in the Residential Unit as and when they wear out or are broken or become unserviceable. The replacement items must be of at least the same quality and power as those installed at the Commencement Date.
- 27.3 You must advise us of any damage caused to the Residential Unit or Operator's Chattels by you or your guests as soon as you become aware of it.
- 27.4 You are responsible for the cost of remedying any breach of your obligations under clauses 27.1 and 27.2 and the cost of repair of any damage caused as set out under clause 27.3. You will pay us the cost of remedying any such damage or repairs in the manner set out in clause 50.4.
- 27.5 You will ensure that you always use the Community Facilities with care and consideration for others.

28. NO ALTERATIONS WITHOUT PRIOR CONSENT

- 28.1 You must not make any alterations or additions to your Residential Unit, or modify the Operator's Chattels, or fit television aerials, radio aerials or other appurtenances to your Residential Unit, without our prior consent, except where clause 55.1 applies. We can give or withhold consent at our sole discretion.

29. INSURANCE OF YOUR BELONGINGS (INCLUDING VEHICLES)

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

30. COMPLIANCE WITH RULES

- 30.1 You must, at all times, observe and comply with the Rules, and not do anything in contravention of the Rules.
- 30.2 You must ensure that all guests or visitors you invite into the Village are aware of the Rules and comply with those Rules in all respects.
- 30.3 We are entitled from time to time to establish, review and amend the Rules at our sole discretion, after consultation as provided in clause 22.4, provided that any establishment, review or amendment to the Rules does not affect or detract from your existing rights under this Licence.
- 30.4 If there is any inconsistency between this Licence and the Rules, the provisions of this Licence will override the Rules.

31. INDEMNIFICATION OF OWNER

- 31.1 If we suffer any loss or damage as a result of your, or your visitors', carelessness or negligence, you must upon our demand:
- (a) reimburse us for any insurance policy excess, where such loss or damage is covered by our insurance; or
 - (b) compensate and reimburse us in full, where such loss or damage is not covered by our insurance.

32. YOUR RELATIONSHIPS WITH OTHERS

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

33. ENDURING POWERS OF ATTORNEY

- 33.1 On or before the Commencement Date you must give us a copy of properly executed enduring powers of attorney given by you in respect of your property and in respect of your personal care and welfare. These powers of attorney must remain valid in the case of mental incapacity. You must also keep us informed of the current contact details of your attorneys.
- 33.2 Where there are two of you as the Resident, clause 33.1 applies to each of you. If the powers of attorney of one of you appoint the other as attorney, you must ensure that the powers of attorney name another person as a successor attorney in the event that the appointment of the first attorney ceases for any reason.

34. PRIVACY AUTHORISATION

- 34.1 In order to check your continued suitability to occupy the Residential Unit and for Village administration purposes, we will need to collect and hold relevant personal information about you and in particular relating to your physical or mental health.
- 34.2 You authorise:
- (a) us to collect the relevant personal information about you from any relevant agencies, in particular any health agencies who possess information relating to your physical and mental health;
 - (b) any agency to disclose such relevant information, and in particular, any health agency to disclose information relating to your health to us; and
 - (c) us to release any such relevant information to any independent medical practitioner who is required to make an assessment under clause 60.1 or any health or governmental agency.

- 34.3 During normal business hours, you have the right to access your personal information held by us and to require us to correct any errors in that personal information.

35. REPRESENTATIONS

- 35.1 If you have supplied us with reports and/or information in connection with your application for the Occupation Right, we have agreed to enter into this Licence with you on the basis of such reports/information.
- 35.2 All statements made by you in such reports/information must be correct.

36. WILL AND NEXT OF KIN

- 36.1 You will provide for the final disposal of all property and possessions and the payment of funeral expenses by the execution of a valid last will and testament on or before the Commencement Date.
- 36.2 You will keep us informed of the name, address and telephone number of your legal personal representative or next of kin.

37. ALTERNATIVE ACCOMMODATION

- 37.1 For the purposes of this clause 37 the word "Certificate" means a certificate given by an independent medical practitioner certifying that the physical or mental health of one of you (where there are two of you as the Resident) is such that:
- (a) the person to whom the Certificate relates cannot live safely in his/her Residential Unit; or
 - (b) other residents, cannot live safely in their residential units.
- 37.2 If a Certificate is given in respect of one of you, you both agree that you will arrange alternative accommodation and suitable care (which may be outside the Village) for the person to whom the Certificate relates as soon as practicable.
- 37.3 Any Certificate will be based on a medical assessment obtained by us at our cost. If we require such an assessment we will consult you, your family or appointed representative as appropriate. You agree to cooperate with us in obtaining this assessment. You may obtain a second opinion at your cost and present this to us.

OUR GENERAL OBLIGATIONS

38. MANAGEMENT OF VILLAGE

- 38.1 We will use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently.
- 38.2 We will use reasonable care and skill in the exercise and performance of our powers, functions and duties.
- 38.3 We will undertake the day to day management of the Village ourselves, or we may appoint a manager to do so.

39. CODE OF PRACTICE

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

40. POLICIES AND PROCEDURES

- 40.1 We have and will maintain written policies and procedures in respect of the following matters:
- (a) Staffing of Village;
 - (b) Safety and personal security of residents;
 - (c) Fire protection and emergency management (including access for people with disabilities);
 - (d) Transfer of residents within the Village;
 - (e) Meetings of residents with us and resident involvement;
 - (f) Dealing with complaints by Village residents;
 - (g) Accounts;
 - (h) Maintenance and upgrading;
 - (i) Termination of this Licence; and
 - (j) Communication with residents.

41. PROVISION OF UTILITIES AND MAINTENANCE OF VILLAGE

- 41.1 We will:
- (a) supply the Residential Unit with standard connections for water, telephone, television and electricity.

- (b) maintain and keep in good condition and order the common areas, pathways and grounds surrounding the buildings including the gardens and trees and shrubs.
- (c) maintain and keep maintained in good condition and order all buildings and car park areas in the Village.
- (d) maintain and keep maintained in clean and safe working order, suitable for their intended use, all buildings, plant and equipment.

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

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

42. INSURANCE OF VILLAGE

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

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

43. PROVISION OF ADDITIONAL SERVICES

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

44. PAYMENT OF VILLAGE OUTGOINGS

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

45. COMMUNICATION POLICIES

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

46. CODE OF RESIDENTS' RIGHTS

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

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

47. RIGHTS TO COURTESY AND NON-EXPLOITATION

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

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

OUR OBLIGATIONS IN RELATION TO FINANCIAL STATEMENTS

48. YOUR RIGHT TO COPY OF FINANCIAL STATEMENTS

- 48.1 We will give to you, when you request, free of charge, a copy of our or the Village's financial statements, being the most recent audited financial statements prepared by us under the Retirement Villages Act.
- 48.2 Our obligation under clause 48.1 will apply, regardless of termination of this Licence, until you have received your Exit Payment.
- 48.3 We will prepare, at the start of each Accounting Period, a statement forecasting for that period:
- (a) the operating expenditure relating to the Village; and
 - (b) all expenditure relating to the Village (including amounts repayable to residents, former residents and their estates); and
 - (c) all income relating to the Village; and
 - (d) the amounts of the operating expenditure that must be met by the residents of the Village.
- 48.4 We will give a copy of the statement prepared under clause 48.3 to you and to all the other residents of the Village within three months of the start of each Accounting Period.

GENERAL RIGHTS AND OBLIGATIONS OF BOTH OF US

49. CHANGES TO VILLAGE FACILITIES

- 49.1 We are entitled periodically to provide additional buildings, areas or amenities as part of the Community Facilities, or to remove buildings, areas or amenities from the Community Facilities permanently or temporarily.
- 49.2 Our ongoing costs and expenses of providing and maintaining the Community Facilities fall within the Village Outgoings, and are met by residents.

50. MAINTENANCE OF INTERIOR OF RESIDENTIAL UNIT

- 50.1 You will give us prompt notice of any defect in or want of repair of the Residential Unit or the Operator's Chattels of which you are aware.
- 50.2 We will make all necessary arrangements for any repairs, maintenance or replacements:
- (a) that you notify us of in accordance with clause 27.3 or 50.1 or;
 - (b) that we think are necessary or desirable after inspecting the Residential Unit, whether or not you have notified us of them in accordance with clauses 27.3 and 50.1;

to be carried out as soon as reasonably practicable.

- 50.3 We will consult you about any repairs, maintenance or replacement to be carried out under clause 50.2.
- 50.4 We will invoice you for the costs of such repairs, maintenance or replacement at the end of each month. You must pay us no later than the 20th of the month following the date of invoice, unless your Licence has terminated. In this case, you must pay us in the manner set out in clause 63.1. Where the Residential Unit is new, we will ensure that the benefit of any warranties is taken into account.
- 50.5 You are not responsible for the cost of remedying any defect to the Residential Unit or the Operator's Chattels.
- 50.6 We will not be liable for any loss or inconvenience suffered by you arising from any defect or want of repair to your Residential Unit or the Operator's Chattels unless you have advised us in writing of any such defect or want of repair and we have failed within a reasonable time to take reasonable steps to repair and make good the defect or want of repair.

51. OPERATOR'S RIGHT TO ENTER RESIDENTIAL UNIT

- 51.1 You agree to permit us at all reasonable times to enter your Residential Unit for the purpose of inspecting the Residential Unit, giving care and assistance to you and carrying out any necessary or (in our opinion) desirable repairs or alterations. In doing so we will cause as little disturbance as possible to you.
- 51.2 Wherever practicable we will give you 24 hours prior written notice of our intention to enter your Residential Unit in accordance with clause 51.1.

52. FURTHER DEVELOPMENT OF THE VILLAGE

- 52.1 We are entitled, as set out in the Deed of Supervision, to improve, extend, add to, reduce or alter the Village or in any manner whatsoever alter or deal with the Village. In undertaking such further development, we will use our best endeavours to cause as little inconvenience to you as is practical in the circumstances.
- 52.2 You are not entitled to make any objection or claim compensation in respect of any further development or building works we undertake. You will, if we require, sign all consents and other documents as may be required to give effect to such further development.
- 52.3 You agree that we are entitled to sell any part of the Village which has not been developed and which we deem to be surplus to our needs.

53. DISPOSE OF/SUBCONTRACT OUR RIGHTS

- 53.1 We are entitled to market, sell, assign or dispose of our interest under this Licence. If we do so, we recognise our obligation to consult with you as set out in clause 22.2.
- 53.2 With effect from the date of sale, assignment, or disposal, all our rights and obligations under this Licence will pass to the replacement operator, and we will have no further rights and no further obligations to you under this Licence. You agree to continue to observe and perform all your obligations under this Licence for the benefit of the replacement operator.
- 53.3 You agree to sign a deed of novation of this Licence in favour of the new operator of the Village and such deed will be in the form provided by us.
- 53.4 We are entitled at any time without restriction to subcontract our operation rights and obligations to another suitably qualified operator. No such subcontracting will change the basic relationship between us and you, and we will continue to be obliged to perform and observe the terms of this Licence. If we do subcontract our rights and obligations for any period under this Licence, then the subcontracted operator will be our representative for all purposes under this Licence, and you will comply with all instructions, notices, directions and decisions of the subcontracted operator as if we had issued them directly.

54. DEPOSIT HOLDER

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

55. RESIDENTS WITH DISABILITIES

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

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

(a) advising that you need alterations; and

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

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

55.4 We will undertake the alterations. You will be responsible for the costs of those alterations. We will invoice you upon completion of the alterations and you must pay us at the time and in the manner set out in clause 50.4.

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

DEFAULT

56. YOUR DEFAULT

- 56.1 If you default at any time in the observance or performance of your obligations under this Licence we may, without prejudice to any of our rights, powers or remedies, at your cost, pay money and do things in our opinion reasonably necessary for the performance of your obligations.
- (a) We will consult you before paying such money or doing such things.
 - (b) You will immediately pay us all money we paid and the costs of us doing such things. Until we receive such payment, the money we paid and costs we incurred will be treated as an advance by us and you must pay interest on that advance at the Default Interest Rate.
- 56.2 Alternatively, upon such default, if the default is significant or becomes significant because it continues, we may terminate this Licence in accordance with clause 60.

TRANSFER

57. WE WILL ENDEAVOUR TO EFFECT TRANSFER

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

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

we will endeavour to accommodate your requirements.

58. CONDITIONS OF TRANSFER

58.1 Your right to transfer will be subject to the following:

- (a) At our option, a resident entering an occupation licence in respect of your Residential Unit that you are vacating and making full payment to us for that occupation licence;
- (b) Receipt by us of an acknowledgement of termination of this Licence signed by or on behalf of you; and
- (c) Your signing an occupation licence for the new Residential Unit and payment by you of an entry payment.

58.2 You will receive on termination of this Licence, the Exit Payment minus the amounts set out in Part B.

58.3 You must arrange for the moving of yourself and your belongings at your own cost.

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

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

TERMINATION

60. TERMINATION EVENT

Termination by Operator

Health

- 60.1 We may terminate this Licence if, based on a medical assessment obtained by us at our cost under clause 60.2, an independent medical practitioner has certified that your physical or mental health is such that you cannot live safely in your Residential Unit or other residents in the Village cannot live safely in their residential units.
- 60.2 Should we wish to obtain a medical assessment as set out in clause 60.1, then:
- (a) we will give you not less than 14 days' notice of our intention to require you to have a medical assessment;
 - (b) we will consult with you, your family or appointed representative where appropriate;
 - (c) you agree to co-operate with us in obtaining this assessment;
 - (d) if there are two of you, and clause 60.1 applies to only one of you, we will not terminate this Licence for this reason provided you comply with clause 37.2;
 - (e) you may obtain a second opinion at your cost and present this to us within 7 days of your being advised of the assessment we have obtained as provided for in clause 60.1.
- 60.3 If we have complied with our obligations in clauses 60.1 and 60.2 and the circumstances giving rise to our right to terminate have not changed, then we will give you not less than one month's written notice of termination.

Serious Damage, Injury, Harm or Distress

- 60.4 We may terminate this Licence if you have intentionally or recklessly caused or permitted, or you are highly likely to cause or permit:
- (a) serious damage to the Residential Unit or Community Facilities;
 - (b) damage to the Residential Unit or Community Facilities which is not of itself of a serious nature but which is made so by its continuous nature;
or
 - (c) serious injury, harm or distress to us or to another resident or any of our employees or visitors or any of your visitors.

- 60.5 Should we wish to terminate this Licence under clause 60.4, then we will give you as much initial written notice as is reasonable in the circumstances that we intend to terminate this Licence unless the default is remedied. When determining the period of notice required to remedy the default, we will take into account the nature and extent of the damage, injury, harm or distress concerned.
- 60.6 If we have complied with our obligations in clause 60.5 and the circumstances giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Licence, then we will give you as much final written notice as is reasonable in the circumstances.

Permanent Abandonment or Breach of Licence

- 60.7 We may terminate this Licence if:
- (a) you have permanently abandoned the Residential Unit; or
 - (b) you have breached this Licence in a material way.
- 60.8 Should we wish to terminate this Licence under clause 60.7, then we will give you not less than one month's initial written notice that we intend to terminate this Licence unless the breach or circumstances are remedied.
- 60.9 If we have complied with our obligations in clause 60.8 and the breach or circumstances giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Licence, then we will give you not less than one month's final written notice of termination.

General

- 60.10 The Termination Date will be the first Working Day after the expiry of the applicable notice period set out in clause 60.3, 60.6 or 60.9.

Termination by Resident

- 60.11 You may terminate this Licence, at your option, at any time.
- 60.12 Should you wish to terminate this Licence then you must give us one calendar month's notice in writing that you intend to terminate this Licence. If there are two of you in joint occupation then the notice must be signed by both of you.
- 60.13 The Termination Date will be the first Working Day after the expiry of that notice period.

Automatic termination

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

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

61. DEPARTURE FROM RESIDENTIAL UNIT

61.1 You must leave the Residential Unit:

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

61.2 In particular, you must remove all the Resident's Chattels, personal belongings, effects and vehicles from the Residential Unit and the Village on or before the Termination Date or, where termination occurs under clause 60.14, seven days after the Termination Date. You must make good any damage caused to the Residential Unit or Village in removing these items.

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

62. FIND NEW RESIDENT

62.1 Subject to clause 62.3, after the Termination Date, we will take all reasonable steps to obtain a new resident for the Residential Unit who we consider suitable as a resident of the Village and who is prepared to enter into an occupation licence on our then standard terms and conditions and for the best price reasonably obtainable, with an entry payment and village contribution that are consistent with the proportions generally adopted by us at that time for marketing of residential units in the Village.

62.2 You may introduce a prospective new resident for the Residential Unit to us at any time prior to us entering into a new occupation licence for the Residential Unit. We are not obliged to accept any prospective new resident who we consider unsuitable as a resident of the Village and/or who does not comply with clause 62.1.

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

- (a) this Licence terminates under clause 68.2; or
- (b) we decide we do not want a new resident occupying the Residential Unit.

- 62.4 We will not give preference to finding residents for residential units in the Village that have not previously been occupied by residents under an Occupation Right Agreement ahead of this Residential Unit.
- 62.5 We will consult with you regarding the marketing of the Residential Unit as set out in clause 22.5.
- 62.6 If a new occupation licence for the Residential Unit has not been entered into within three months of the Termination Date, we will report in writing to you and then provide monthly written reports until a new occupation licence is entered into. We will ensure that our report sets out the steps that we have taken to market your Residential Unit and the progress that has been made towards finding a new resident.
- 62.7 If we have not entered into a new occupation licence for the Residential Unit within six months of the Termination Date, we will obtain a valuation of the Residential Unit at our cost by an independent registered valuer who is experienced in valuing retirement village units to establish a suitable price at which to market the Residential Unit. We will show you this valuation. If you do not agree with it, you may obtain a second valuation performed by an independent registered valuer who also is experienced in valuing retirement village units, at your cost.
- 62.8 We will market the Residential Unit at the price established by the valuation which we have obtained. If however, you have obtained a second valuation then we will consider that second valuation when determining a suitable price at which to market the Residential Unit.

63. OUR EXIT PAYMENT TO YOU

- 63.1 Except where clause 68 applies, on or before the Exit Payment Date, we will pay you the Exit Payment minus the amounts set out in clauses 3.5 and 3.6 in accordance with the following provisions of clause 63.

Exit Payment Date

- 63.2 Subject to clauses 63.3 to 63.6 and clause 68.4, the Exit Payment Date is any date within five Working Days after we receive full settlement of the total amount payable by any new resident for the Residential Unit.
- 63.3 If we agree with you in writing to pay you the Exit Payment prior to finding a new resident to enter into an occupation licence for your Residential Unit, the Exit Payment Date is the date 20 Working Days after we reach agreement.
- 63.4 If we decide we do not want a new resident occupying the Residential Unit under clause 62.3(b), the Exit Payment Date is 20 Working Days after we notify you of our decision.
- 63.5 If we have initiated termination under clause 60.1, 60.4 or 60.7, then the Exit Payment Date is five Working Days after the date of expiry of the applicable notice period as set out in clause 60.3, 60.6 or 60.9.

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

64. YOUR PAYMENTS TO US ON TERMINATION

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

- (a) any outstanding Village Outgoings Payment;
- (b) any outstanding Additional Services Payment;
- (c) any utility charges;
- (d) the costs of cleaning the Residential Unit;
- (e) any other money due or that will be due from you under this Licence.

DAMAGE OR DESTRUCTION OF THE RESIDENTIAL UNIT

65. DAMAGE OR DESTRUCTION

- 65.1 If your Residential Unit is damaged or destroyed by fire, accident, natural disaster or any other risk ("Damage Event") the following provisions in clauses 65 to 69 apply.
- 65.2 You and we both acknowledge that if a Damage Event occurs, the time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend on circumstances outside our control. Accordingly the phrase "as soon as reasonably practicable" shall mean taking all relevant circumstances into account.

66. CONSULTATION

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

67. REPAIR OR REPLACEMENT OF RESIDENTIAL UNIT

- 67.1 If we have decided it is practicable to repair and replace your Residential Unit, we will fully repair or replace your Residential Unit as soon as practicable. However, we are not bound to expend any more money than the actual amount of the insurance money we receive.
- 67.2 Subject to clause 67.1 above, if we have decided to replace your Residential Unit we will endeavour to ensure that it is replaced to a design we consider appropriate and to a standard at least equal to that of your Residential Unit prior to the Damage Event, subject to us receiving the necessary building consents to do so.

Suspensions of Payments during Repair or Replacement

- 67.3 If your Residential Unit becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors', acts or omissions, your requirement to pay the Village Outgoings Payment, and any Additional Services Costs will be suspended from the date of the Damage Event to the date your Residential Unit (or its replacement) is ready for occupation by you following repair or replacement.
- 67.4 Unless clause 67.8 applies, if your Residential Unit becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors', acts or omissions, the accrual of the Village Contribution will be suspended from the date of the Damage Event until the date your Residential Unit (or its replacement) is ready for occupation by you following repair or replacement. Your Village Contribution will not exceed the amount set out in clause 3.5 and its total period of calculation shall be extended by no more than the length of time of such suspension.

Temporary Accommodation

- 67.5 Following the Damage Event we will use our best endeavours to provide alternative temporary accommodation for you while your Residential Unit is being repaired or replaced until this Licence is terminated or until the insurance funds we have received in relation to the provision of temporary accommodation have been fully utilised. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.
- 67.6 We will endeavour, where possible to cover the cost of providing such accommodation to you from any insurance proceeds we receive to cover such costs.
- 67.7 You must pay us any outgoings relating to such accommodation and any charges for personal services provided to you whilst you are staying in temporary accommodation.
- 67.8 The Village Contribution will continue to accrue to us whilst we are providing you with temporary accommodation.
- 67.9 If a facility in the Village is being repaired or replaced following an insured event, we will use our reasonable endeavours to provide alternative facilities at our cost as soon as reasonably practicable.

68. TERMINATION OF LICENCE

- 68.1 Following a Damage Event and after consultation with you under clause 66, we may (in our sole discretion) decide it is not practicable to repair or replace your Residential Unit in the following circumstances:
- (a) repair or replacement of the Residential Unit is not practicable due to the nature or extent of the damage or destruction;
 - (b) we are unable to obtain the necessary building consents to repair or replace;
 - (c) the insurance money we receive is not adequate to meet the cost of repairing or replacing the Residential Unit;
 - (d) we receive no insurance money.
- 68.2 If we decide not to repair or replace the Residential Unit under clause 68.1, this Licence will automatically terminate on the date we write to you notifying you of our decision, unless clause 69 applies.

- 68.3 If this Licence terminates under clause 68.2, we will pay you the Exit Payment without deducting any Village Contribution but we will be entitled to deduct any other amounts due to us under clauses 3.5 and 64. Clause 63.6 applies to such payment.
- 68.4 If this Licence terminates under clause 68.2 the Exit Payment Date is 10 Working Days after the date we or the Statutory Supervisor receives full payment from our insurers for the loss or damage.
- 68.5 If we do not receive full payment from our insurers, we must still pay you the Exit Payment as set out in clause 68.3.

69. TRANSFER TO ANOTHER RESIDENTIAL UNIT

- 69.1 If we decide not to repair or replace the Residential Unit, we may offer you an option to transfer to an alternative residential unit (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by us which is in reasonable proximity to the Village, with regard to the circumstances giving rise to the Damage Event.
- 69.2 If you accept such option you will be responsible for moving yourself and your belongings at your own cost and your legal costs in relation to entering into a new occupation licence for the alternative residential unit on our then standard terms.
- 69.3 If we offer you an option to transfer to an alternative residential unit and you do not accept such option, this Licence will be deemed terminated by you and the Exit Payment and Exit Payment Date provisions in clause 63 will apply. For the avoidance of doubt, the Village Contribution will be payable by you.

COMPLAINTS FACILITY AND DISPUTES RESOLUTION

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

70.1 Notwithstanding any other provision in this Licence, any complaint or dispute (except a dispute regarding the disposal of your Residential Unit) shall be dealt with in accordance with this clause 70.

Your complaint

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

70.3 20 Working Days after you referred the complaint to us, you may require the matter to be resolved by a disputes panel established under the Retirement Villages Act 2003 by giving us and/or any other party a dispute notice.

Our complaint

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

70.5 20 Working Days after we notified you of the complaint, we may require the matter to be resolved by a disputes panel by giving you and any other party a dispute notice.

71. DISPUTE RESOLUTION FOR DISPUTE REGARDING DISPOSAL OF RESIDENTIAL UNIT

71.1 Notwithstanding any other provision in this Licence, a dispute regarding the disposal of your Residential Unit will be dealt with in accordance with this clause 71.

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

MEETINGS

72. RESIDENTS' MEETINGS

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

Circumstances	Purpose
An annual general meeting within 6 months after the end of an accounting period for which financial statements must be prepared for the operator or the retirement village	Considering the financial statements, a report from the statutory supervisor (if any), a report on maintenance and any other matters
There is a statutory supervisor of the village and the meeting has been requested by the statutory supervisor or by at least 10% of the residents of the village	Giving the statutory supervisor the residents' opinions or directions relating to the exercise of the statutory supervisor's powers
There is not a statutory supervisor of the village and the meeting has been requested by at least 10% of the residents of the village	Giving the operator the residents' opinions or directions
Where the Act, Regulations or the Code of Practice require us to obtain the consent of residents of the village	To obtain the consent of residents of the Village
Where other enactments, the resident's Occupation Licence or other such documents require us to obtain the residents' collective consent	To obtain the residents' collective consent

72.2 We will provide written notice of the meeting to you and each resident of the Village in the manner set out in clauses 73.2 and 73.3 at least 10 Working Days before the meeting. The notice will specify the time, place and agenda of the meeting, and all papers to be considered at the meeting will be attached.

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

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

- 72.4 We will give to you and the other residents attending the meeting, either orally or in writing, the information that:
- (a) relates to the affairs of the Village; and
 - (b) has been requested with reasonable notice by a resident of the Village.

GENERAL

73. GENERAL PROVISIONS

No waiver

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

Notices

- 73.2 All notices may be given by delivering such notice either personally or by leaving it at, or sending it to, the person's last known or usual place of residence or business.
- 73.3 If a notice addressed to a person at the person's last known or usual place of residence or business is posted, it is deemed, in the absence of evidence to the contrary, to have been received at the time when it would in the ordinary course of post be delivered.

Our consent

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

In writing

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

Non-merger

- 73.6 Our and your obligations set out in the following provisions of this Licence will continue until the specific terms of the provision have been complied with or on any later date upon which we have paid you the Exit Payment:
- (a) Clauses 12 to 21 inclusive;
 - (b) Clauses 24 to 32 inclusive;
 - (c) Clause 48.1;
 - (d) Clauses 62 to 64 inclusive; and
 - (e) Clauses 68.3 to 68.5 inclusive.

Procedure if there ceases to be a statutory supervisor

- 73.7 If the Statutory Supervisor at the Commencement Date, or any replacement statutory supervisor, ceases to be the Statutory Supervisor of the Village, then we will promptly appoint a new statutory supervisor with the required qualifications to act as statutory supervisor of the Village in accordance with the procedures set out in the Retirement Villages Act and the Deed of Supervision.
- 73.8 If we and the residents of the Village by extraordinary resolution passed at a meeting held in accordance with the Deed of Supervision decide that there shall be no statutory supervisor for the Village, then we will make application to the Registrar of Retirement Villages under the Retirement Villages Act for an exemption from having a statutory supervisor for the Village. If the exemption is approved, then we will abide by all the conditions required by the Registrar of Retirement Villages.

SCHEDULE ONE - VILLAGE OUTGOINGS

The Village Outgoings include (without limitation):

- (a) all taxes (except income tax or capital taxes in respect of our income or profits) in respect of the Village and the Land;
- (b) all rates, levies, charges, assessments and fees payable to any government, territorial or local authority in respect of the Village and the Land;
- (c) the cost of compliance with any statute, regulation, bylaw or other lawful obligation in respect of the Village;
- (d) the charges for water, gas, electricity, fuel, telephone and tolls, sewerage and equipment leases and other utilities, services or requirements furnished or supplied to us for the Village and its residents, in respect of common areas and facilities and not specifically the responsibility of a resident;
- (e) the costs of operating, supplying, maintaining, inspecting, testing and repairing all services from time to time provided by us, including electrical and plumbing services, emergency or other alarm services or systems (if any), television network system (if any), and plant and equipment required for any such services;
- (f) all NZ Fire Service charges or the maintenance charges for all fire detection and fire fighting equipment;
- (g) insurance premiums relating to all buildings, the Community Facilities (but excluding your personal belongings and vehicle(s)) and any associated valuation fees;
- (h) salaries, wages, fees, other remuneration, Accident Compensation Corporation charges, superannuation payments and other employment related expenses for persons engaged in the administration, management and operation of the Village;
- (i) a reasonable annual management fee in respect of the management services we provide;
- (j) the costs of providing security, rubbish collection, cleaning, gardening, lawn mowing and other services as deemed necessary by the Operator for the good operation of the Village;
- (k) the costs of maintaining and repairing all buildings, Community Facilities and the Village generally but excluding any maintenance, repair and replacement costs payable by you pursuant to the provisions of your Licence;
- (l) a reasonable allowance for depreciation of the chattels in the Community Facilities;

- (m) appropriate fees and expenses of the Statutory Supervisor and all other accounting, audit and legal costs incurred in the administration of the Village, and including all costs relating to maintaining Village registration under the Retirement Villages Act;
- (n) registration fees, accreditation costs and levies relating to our membership of the Retirement Villages Association of New Zealand (Incorporated) or any similar association.

**SCHEDULE TWO -
OPERATOR'S CHATTELS**

[to be inserted]

SCHEDULE THREE - SPECIAL OBLIGATIONS

Development Plans

1. You acknowledge that we are intending to redevelop the Village and this will result in a Village with a number of apartment buildings with extensive common amenities. These new apartments will provide a higher quality and standard of accommodation than the original Village buildings. At the time of your entry into this Licence we have disclosed to you our intended development plans. It is possible that these plans may be further altered as the development process proceeds and we will consult with you about any changes to our plans. Original Village units (being those dwellings constructed prior to 2016) may be affected by our development plans ("original Village units").

Temporary Units

2. If this Licence relates to one of the original Village units we are granting you a temporary licence to occupy the Residential Unit as we may need your Residential Unit so we can undertake our development plans. In particular we may need to demolish your Residential Unit or your Residential Unit may be detrimentally affected by our development work. We will transfer you permanently to a new residential unit ("New Unit") if we need relocate you or demolish your Residential Unit in order to progress our development plans.
3. Prior to us transferring you to a New Unit we will consult with you about the transfer and the timing of your transfer.
4. The transfer to the New Unit will be at no additional cost to you and we will assist you in arranging the removal and transfer of your belongings at our cost.
5. We will make sure that your New Unit is at least of the same quality and size as your temporary Residential Unit. When you move to your New Unit this Agreement will remain in place between you and us and will relate to the New Unit that you move to with no changes to the terms and conditions.

SCHEDULE FOUR - RULES

No blockages, rubbish, obstructions

- (a) You are not to do anything or allow anything within your control to occur, which could cause any blockage of storm water drains or sewage outlets servicing the Residential Unit or the Village.
- (b) You are not to deposit rubbish other than in approved receptacles or defile any part of the land or buildings on or in the Village.
- (c) You are not to leave or place in the pathways corridors driveways or parking area or in the grounds or communal facilities of the Village any receptacles or obstructions whatsoever.

Restriction on domestic pets

- (d) You are not to keep any cat, dog, bird or other pet or animal in the Village without our prior approval which shall be at our sole discretion. Any approval we give under this clause maybe withdrawn by us at any time.

Restrictions on noise making devices

- (e) You are not to erect, install or place on or outside any Residential Unit any audible burglar alarms without our prior consent.