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# **HOKIANGA MASONIC VILLAGE**

## **Disclosure Statement**

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# Retirement Villages Disclosure Statement

*Section 30(1)(a), Retirement Villages Act 2003*

Disclosure date:	29 October 2025
Retirement Village name:	Hokianga Masonic Village
Retirement Village street address:	87 Hokianga Rd, Dargaville
Retirement Village registered office:	Level 6, 15 Daly St, Lower Hutt 5010
Retirement Village address for service:	PO Box 31 568, Lower Hutt 5010
Operator name:	Masonic Villages Ltd
Operator street address:	Level 6, 15 Daly Street, Lower Hutt 5010
Operator registered office:	Level 6, 15 Daly Street, Lower Hutt 5010
Contact details: <ul style="list-style-type: none"> <li>• Phone (landline)</li> <li>• Fax</li> <li>• Mobile</li> <li>• Email</li> </ul>	(04) 569 8512 Fax (04) 569 3307 N/A <a href="mailto:warick.dunn@masonicvillages.co.nz">warick.dunn@masonicvillages.co.nz</a> <a href="mailto:trust@masonicvillages.co.nz">trust@masonicvillages.co.nz</a>
Contact details of agent (if the Operator is not a natural person): <ul style="list-style-type: none"> <li>• Name</li> <li>• Designation</li> <li>• Phone (landline), fax, mobile and email *</li> </ul>	Warick Dunn Chief Executive Officer Ph. (04) 569 8512 Fax. (04) 569 3307 <a href="mailto:warick.dunn@masonicvillages.co.nz">warick.dunn@masonicvillages.co.nz</a> <a href="mailto:trust@masonicvillages.co.nz">trust@masonicvillages.co.nz</a>
Retirement village registration date:	5 November 2007 No. 2053041

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## INTRODUCTORY STATEMENT OF INFORMATION

### Important information for intending residents

*(below is a copy of the full text of Schedule 4 of the Retirement Villages (General) Regulations 2006)*

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

You should read this disclosure statement carefully.

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

Ask questions.

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

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

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

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

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

### Information about avoiding Occupation Right Agreement

*(below is a copy of the full text of Schedule 5 of the Retirement Villages (General) Regulations 2006)*

**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 residential unit in a retirement village, but only if you enter into the agreement in the circumstances described in a row of the table below and the circumstances involve—

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

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

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

You should seek legal advice before using the right.

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

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

## COOLING-OFF PERIOD AND CANCELLATION FOR DELAY

### Cooling-off period and cancellation for delay

(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 residential unit to be built or completed at a later date and the residential 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 residential unit or any facilities in the retirement village for which the resident is responsible before the cancellation takes effect.

(5) Despite subsection (1), an occupation right agreement may contain a cancellation provision of the kind referred to in subsection (1) that is more favourable to the resident than the provision referred to in subsection (1), but, if the agreement fails to contain any provision of the kind referred to in subsection (1) or contains a provision that is less favourable to the resident than that provision, the agreement is deemed to contain the provision referred to in subsection (1).

### Definitions

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

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

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

- (a) confers on any person the right to occupy a residential 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 residential 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 de facto 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.



## PART 1 – OWNERSHIP, MANAGEMENT AND SUPERVISION

### 1(a) Ownership structure and occupancy rights

Legal nature of the operator:	Masonic Villages Ltd is a Charitable Company incorporated under the provisions of the Companies Act 1993 (No. 1932781), and registered with Charities Services (CC44458).				
Further operator details (where not a natural person) are: Directors	Private Company:	N/A			
	Charitable Company:	G.J. McGregor S.A. Hannan I.Reuvecamp J. Watt T. Wellington			
What underlying freehold or other tenure interests (if any) in the village is retained by the operator?	Freehold interest in Records of Title NA61C/767 and NA859/207.				
The nature and extent of any registered or unregistered encumbrances, mortgages, or security interests retained by the operator is shown opposite:	Nature:	Registered/ Unregistered:	Security given:	Amount secured:	Maximum secured:
	<b>Mortgage (first ranking)</b> in favour of Trustees Executors Ltd as Statutory Supervisor	Registered No. 11463706.3 against RT NA61C/767 and NA859/207	Registered on all titles.	\$nil	\$nil
	Retirement Village Notice of Registration	Registered No. 7619793.1	N/A		
	<b>Mortgage (second ranking)</b> in favour of ASB Bank Limited	Registered No. 11463706.4 against RT NA61C/767 and NA859/207	Registered second mortgage over the village		
	<b>Security Interest:</b> first ranking General Security Deed from Masonic Villages Ltd in favour of ASB Bank Limited.	On PPSR	First-ranking General Security Deed over all present and after-acquired property.	\$100 million plus interest	\$100 million plus interest
	Type of tenure:	Separate title available:	Is the tenure secured:		

The nature of resident's tenure in the village is shown opposite:	A contractual licence to occupy that does not grant the resident any interest in land or the residential unit.	No.	No
1(b) Resident's interests in residential unit			
Details of rights of a resident in relation to residential unit are shown opposite:  Residents have the rights marked with a <input checked="" type="checkbox"/> (however conditions or limits may apply).  Rights marked with an X are those that the resident does NOT have.	Right:	Conditions / limits (e.g. consent of the operator):	
	X There is no right to sell or market the residential unit		
	X There is no right to mortgage or otherwise borrow against the resident's interest in the unit		
	X There is no right to grant a security interest over the termination proceeds		
	X There is no right to let the unit to another person		
	X have a member of the resident's family (including a de facto partner of the resident) stay with the resident in the unit	Only with the prior written consent of the Operator.	
	X There is no right to have a person board with the resident in the unit		
	X There is no right to have a person stay with the resident in the unit as a companion or carer for the resident	Only with the prior written consent of the Operator.	
	X There is no right to have a person stay in the unit to mind it for the resident while the resident is away		
X There is no right to keep a pet in the unit	This may be permitted but the Operator's prior written consent must in each case be obtained. Requests should be made to the Village Manager. The Operator's consent may be withdrawn at any time.		
Details of any rules applying specifically to the village that affect the resident in living in or using the residential unit are:	The Village Rules are the Resident's ORA.  The Operator may change the Village Rules from time to time. If the Operator wishes to change the rules it will consult with the residents and notify them of any changes before requiring residents to comply with them.		
Details of other limits (if any), there are on the resident living in or using	<ul style="list-style-type: none"><li>The Unit must be used only for the Resident's personal use and occupation.</li><li>If the Resident wishes to change a Unit's decor or fittings the Operator's</li></ul>		

the unit, including limits on the resident making changes to the décor or fittings are:	<p>written consent must first be obtained.</p> <ul style="list-style-type: none"> <li>• A Resident may not make any structural alterations or additions to any Unit, or fit aerials or other appurtenances without the Operator's prior written consent.</li> <li>• Where alterations are required to a Unit because of a Resident's particular disability, they may be carried out with the Operator's written consent, subject always to the Operator's right to require that the Unit be restored and made good to the state it was in at the Commencement Date (at the Resident's cost).</li> <li>• A Resident must not do, or permit or suffer to be done, anything (within the Resident's control) which is or could be a nuisance or annoyance to other residents and/or the Operator.</li> <li>• A Resident must not do anything which damages the Unit and/or vitiates or avoids the Operator's insurance.</li> </ul>	
Does the operator control the sale or marketing of the unit?	The Operator controls and is solely responsible for the sale and marketing of the residential unit in accordance with the terms of the Occupation Right Agreement.	
If "yes" to the above question, details are shown opposite:	Procedures and costs to the resident for selling or marketing:	Right(s) if any, for the resident if there is a delay in the sale of a unit:
	<p>The Operator will take all reasonable steps to obtain a new Resident for the Unit.</p> <p>The Resident does not in any way control the sale/marketing process, but is entitled to introduce a prospective new resident.</p> <p>The Operator will consult with and keep the Resident informed in accordance with the ORA. A Termination Administration Fee will be payable to cover costs incurred by the Operator in the sale/marketing process.</p>	<p>If a new ORA has not been granted within three (3) months, then the Operator shall report in writing to the Resident on progress and continue to provide monthly reports stating the steps the Operator has taken and the progress that has been made.</p> <p>After six (6) months from the Termination Date, if a new ORA has not been granted, the Operator will at its cost obtain a valuation of the Unit from an independent registered valuer experienced in valuing retirement village units. The Operator will market the Unit at this price.</p> <p>The Resident may obtain a second valuation from a separate independent registered valuer, at the Resident's expense. The Operator will consider the valuation obtained by the Resident when setting the price.</p> <p>If the Unit is not sold after nine (9) months of the Unit becoming available for re-occupation, the Resident may file a dispute notice.</p>
Does the operator have a right to sell or buy the unit?	Yes	
If "yes" to the above question, details are	Procedures and costs to the resident for buying the	Right(s) if any, for the resident if there is a delay in the sale of a unit:

shown opposite:	unit:	Not applicable (Operator will be purchasing the Unit).
	<p>The Operator may agree in writing to buy a Resident’s interest in the Unit.</p> <p>Settlement is to take place within twenty (20) Working Days from the date of the agreement.</p> <p>The price will be determined in accordance with the Resident’s ORA, or otherwise as agreed between the Operator and the Resident.</p>	
Details of the circumstances the resident is entitled to a refund of a capital sum paid are:	Once an Occupation Right Agreement has been entered into and payment for this received by the Operator, and having allowed for the fifteen (15) day Cooling off Period, the repayment of the capital sum paid for the ORA is governed by the terms of the ORA and termination process.	
Details of how the refund of a capital sum to the resident is calculated are:	<p>The Resident is entitled to a refund of the Capital Sum Advance, less the Deferred Management Fee and any other moneys owing to the Operator as at the Termination Date (this final sum to be refunded to the Resident being termed the Capital Repayment Sum).</p> <ul style="list-style-type: none"><li>• The Deferred Management Fee is calculated at a fixed rate each year from the Commencement Date until the Termination Date, being nine percent (9.0%) for the first 12-month period, and eight percent (8.0%) for each of the next 12-month periods (in each case adjusted proportionally on a per day basis in the case of any incomplete year), up to a maximum of twenty-five percent (25.0%) of the Capital Sum Advance.</li><li>• However, where the ORA is terminated due to damage to or destruction of the Unit no Deferred Management Fee will be charged (refer clause 11.7 of the ORA).</li></ul>	
1(c) Management arrangements for retirement village		
Name of manager of the village?	Chris Mason	
Street address of manager:	127 Bank St, Whangarei	
Contact details of the manager: <ul style="list-style-type: none"><li>• Phone (landline)</li><li>• Fax</li><li>• Mobile</li><li>• Email</li></ul>	<p>(09) 438 3109</p> <p>Fax (09) 430 0706</p> <p>N/A</p> <p><a href="mailto:warick.dunn@masonicvillages.co.nz">warick.dunn@masonicvillages.co.nz</a></p> <p><a href="mailto:trust@masonicvillages.co.nz">trust@masonicvillages.co.nz</a></p>	

Details of key management personnel and staff of manager are shown opposite:	Name:	Position:	Contact details:
	Warick Dunn	Chief Executive Officer	See above
	Chris Mason	Village Site Manager	northland@masonicvillages.co.nz
Details of the times that the manager will be available at the village are:	Normal Office Hours Monday to Friday.		
Outside of the above time, the manager can also be contacted at the following times:	Outside of these times, contact may be made through the 24 hour emergency phone number.		
Details of the experience and core duties of the manager are:	The Operator’s sole shareholder has been operating retirement villages since 1965. It will ensure the Village continues to be maintained to a high standard and will, over time, examine ways to improve facilities and services.		
Details of the legal relationship between the manager and the operator are:	The same entity.		
Are there any ownership links between the manager and the operator?	The same entity.		
If “yes” to the above question, details are:	The same entity.		
Is there a management agreement between the manager and the operator?	Not applicable.		
1(d) and (e) Statutory Supervisor			
Under the <i>Retirement Villages Act 2003</i> , the operator of a retirement village must appoint a statutory supervisor for the village unless the Registrar of Retirement Villages grants the operator an exemption.			
The core duties of a statutory supervisor are to:			
<ul style="list-style-type: none"><li>• provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the retirement village; and</li><li>• monitor the financial position of the retirement village; and</li></ul>			

<ul style="list-style-type: none"> <li>report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and</li> <li>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.</li> </ul>	
Is there a statutory supervisor for the village?	Yes.
The statutory supervisor is:	Trustees Executors Ltd
Contacts details of the statutory supervisor: <ul style="list-style-type: none"> <li>Phone</li> <li>Email</li> </ul>	Trustees Executors Ltd, Level 11, 51 Shortland Street P.O. Box 4197 Auckland 1140  0800 878 783 enquiries@trustees.co.nz

PART 2 – STATE OF VILLAGE, SERVICES, CHARGES, AND ACCOUNTS				
2(a) State of retirement village				
Is the village fully or partially completed, or still to be built?	The village is fully complete. There are currently no new units or facilities under construction, however the Operator may construct units on new sites that it acquires and/or new Village facilities.			
Detail particulars of construction and the buildings are shown opposite:	Year constructed:	Age:	Construction materials:	Condition of buildings:
	Units 1-16 built 1980's. Units 17-19 built 2008.	25-30 years and 13 years	Brick veneer, tile roofs, aluminium joinery and concrete floors	Good standard
Details particulars of building maintenance are:	Building maintenance takes place on a continuous basis against the maintenance plan in place.			
Details of other improvements available and their condition are shown opposite:  <i>The improvements marked <input checked="" type="checkbox"/> are available.</i>	Improvement:	Condition:	Maintained:	
	<input checked="" type="checkbox"/> facilities	Good	As needed to maintain a good condition	
	<input checked="" type="checkbox"/> paths	Good	As needed to maintain a good condition	
	<input checked="" type="checkbox"/> driveways	Good	As needed to maintain a good condition	
	<input checked="" type="checkbox"/> roads (if any)	Good	As needed to maintain a good condition	
	<input checked="" type="checkbox"/> grounds	Good	As needed to maintain a	

			good condition		
	<input checked="" type="checkbox"/> lighting	Good	As needed to maintain a good condition		
	<input checked="" type="checkbox"/> heating	Good	As needed to maintain a good condition		
Details of any security features are:					
Details of the number of units occupied and unoccupied in the village are shown opposite:	Unit type:	Number occupied:		Number unoccupied:	
	House	N/A		N/A	
	Flat	N/A		N/A	
	Townhouse	N/A		N/A	
	Unit	16		0	
	Serviced units	N/A		N/A	
	Apartment	N/A		N/A	
	Villa	N/A			
	Other (specify)	N/A		N/A	
Details of unfinished residential units are shown opposite:	Unit type:	Number unfinished:		Expected completion date:	
	House	N/A		N/A	
	Flat	N/A		N/A	
	Townhouse	N/A		N/A	
	Unit	N/A		N/A	
	Serviced units	N/A		N/A	
	Apartment	N/A		N/A	
	Villa	N/A		N/A	
	Other (specify)	N/A		N/A	
Details of any new residential units planned are shown opposite:	Unit type:	Number:	Location:	Size:	Estimated completion date:
	House	N/A	N/A	N/A	N/A
	Flat	N/A	N/A	N/A	N/A
	Townhouse	N/A	N/A	N/A	N/A
	Unit	N/A	N/A	N/A	N/A
	Serviced unit	N/A	N/A	N/A	N/A
	Apartment	N/A	N/A	N/A	N/A
	Villa	N/A	N/A	N/A	N/A
What is the effect on existing residents of	N/A				

planned new units in the village?				
<p>Details of units disposed of in the last 12 months that were occupied before their disposal are shown opposite:</p> <p><i>Details should be broken down to individual units and not just unit type.</i></p>	Occupied unit type:	Unit number:	Number of disposals:	Time taken to dispose (days):
	House	N/A	N/A	N/A
	Flat	N/A	N/A	N/A
	Townhouse	N/A	N/A	N/A
	Unit	N/A	N/A	N/A
	Serviced unit	N/A	N/A	N/A
	Apartment	N/A	N/A	N/A
	Villas	N/A	N/A	N/A
What is the average time taken to dispose of an occupied unit (based on the table above)?				
<p>Details of units disposed of in the last 12 months that were unoccupied before their disposal are shown opposite:</p> <p><i>Note: details should be broken down to individual units and not just unit type</i></p>	Unoccupied unit type:	Unit number:	Number of disposals:	Time taken to dispose (days):
	House	N/A	N/A	N/A
	Flat	N/A	N/A	N/A
	Townhouse	N/A	N/A	N/A
	Unit	N/A	N/A	N/A
	Serviced unit	N/A	N/A	N/A
	Apartment	N/A	N/A	N/A
	Villa	N/A	N/A	N/A
What is the average time taken to dispose of an unoccupied unit (based on the table above)?	N/A			
<b>2(b) Services and facilities at retirement village</b>				
<p>Details of the services available are shown opposite:</p> <p><i>The services, marked <input checked="" type="checkbox"/>, are available to residents. The nature, extent and frequency of the</i></p>	Service:	Nature:	Extent:	Frequency:
	<input checked="" type="checkbox"/> gardening		The Resident must maintain the private garden outside of their villa at their expense.	As needed to maintain a tidy and well kept standard
	<input checked="" type="checkbox"/> lawnmowing	All lawns in the Village	All lawns	As seasonally needed to



services are as specified.				maintain them to a neat and tidy look
	<input checked="" type="checkbox"/> repair and maintenance	Operator maintenance and resident 'handyman'	Minor repairs and maintenance	Operator maintenance to planned schedule, other as requested.
	<input checked="" type="checkbox"/> nursing and medical services			
	<input checked="" type="checkbox"/> provision of meals			
	<input checked="" type="checkbox"/> shops and other services for the provision of goods			
	<input checked="" type="checkbox"/> laundry services (other than facilities to do own laundry)			
	<input checked="" type="checkbox"/> hairdressing and other personal care services			
	<input checked="" type="checkbox"/> transport services			
	<input checked="" type="checkbox"/> recreation and entertainment services			
	<input checked="" type="checkbox"/> security services			
<p>Details of the facilities available to residents are shown opposite:</p> <p><i>The facilities marked <input checked="" type="checkbox"/>, are available to residents. Any limits or restrictions are also detailed.</i></p>	Facility:	Limits / Restrictions on Availability:		
	x cafe			
	x lounge or television room			
	x laundry	None, each Villa has its own laundry		
	x gymnasium	None		
	x spa pool	None		
	x health clinic	None		
	x swimming pool	None		
	x tennis court	None		
	x pétanque court	None		
	x bowling green	None		

	x library	None	
	x Meeting room	None	
	X Community Hall	None	
Details of services currently unavailable and facilities that are planned to be made available are shown opposite:	Unavailable service or facility:	Expected availability date:	Effect on residents:
	N/A	N/A	N/A
<b>2(c) Charges</b>			
<b><i>Service and facility charges</i></b>			
Details of the charge, or basis for charging for each of the services and facilities available are shown opposite:	Service	Payable:	Charge or basis for charging:
	<input checked="" type="checkbox"/> gardening	No additional charge for communal gardens.	Communal gardening included in the ORA Service Charge.
	<input checked="" type="checkbox"/> lawnmowing	No additional charge	Included in the ORA Service Charge
	<input checked="" type="checkbox"/> repair and maintenance	No additional charge for operator planned maintenance. Resident requested maintenance charged at an hourly rate	Operator maintenance included in the ORA Service Charge. Resident requested on charged.
	X nursing and medical services		
	X provision of meals		
	X shops and other services for the provision of goods		
	X laundry services (other than facilities to do own laundry)		
	X hairdressing and other personal care services		
	X transport services		
	x recreation and entertainment services		
	X security services		

Are the service and facility charges reviewable? And if so, on what basis?	The Service Charge is fixed for life, whilst other purchased services may be subject to review as input costs vary.			
What are the roles of the operator and resident in working out the service and facility charges detailed above?	Any charges for these services are determined by the Operator.			
What is the relationship between the above service and facility charges and the actual costs?	Charges are based on cost plus a margin for administration of 15.0%.			
<b>Amounts to secure an interest in a residential unit</b>				
Must an amount be paid to secure an interest in a residential unit in the retirement village? And if so, when is it payable?	<div>1. A Site Payment Fee is payable to secure your interest in an Occupation Right Agreement for a dwelling in the Village. It must be paid at the time of settlement for the Occupation Right Agreement.</div> <div>2. A deposit is payable to the statutory supervisor at the time of completing the application form for the unit.</div> <div>3. An Occupation Right Agreement Fee to cover standard costs and expenses of the Operator is payable on commencement of an ORA.</div> <div>4. The balance of the Capital Sum Advance is payable at the time of settlement.</div>			
If “yes” to the above question, details shown opposite:	What is the amount?	Itemised breakdown	Is it refundable?	If refundable, when and how much?
	1. \$10,000.00 for the Site Payment	N/A	No	If the Resident decides not to proceed with the purchase of the ORA
	2. \$5,000.00 for the deposit	N/A	Yes	
	3. \$1,000.00 for the Occupation Right Agreement Fee.	N/A	No	
	3. The price range of units as at the date of this Disclosure Statement, dependent			

	upon choice is between \$280,000 and \$500,000 for Villas.			
Are the amounts to secure an interest reviewable? And if so, on what basis?	Yes – on an ongoing basis, by the Operator, as any new or released unit comes on the market.			
What are the roles of the operator and resident in working out the entry amount detailed above?	The entry amounts are decided by the Operator alone.			
What is the relationship between the above charges and the actual costs?	The Site Payment Fee is to supplement the general funds of the Operator, and recognise past investment by the Operator in building the Village and its amenities.			
<b><i>Charges for a resident permanently leaving</i></b>				
Charges for a resident permanently leaving a residential unit in the village for any reason are shown opposite:	Reason:	Charge:	When payable:	
	Termination of Occupation Right Agreement	<p>On termination, the Resident is entitled to a refund of the Capital Sum Advance, less amounts deducted in accordance with the Resident’s ORA.</p> <p>Deductions from the Capital Sum Advance will include the Deferred Management Fee and, where appropriate:</p> <ul style="list-style-type: none"><li>the outstanding balance of any payments due to the Operator under the ORA;</li><li>the Termination Administration Fee (\$1,500.00);</li><li>any actual costs of reinstating or repairing any damage over and above fair wear and tear if the Resident causes it</li></ul>	The Operator is obliged to pay the Resident the Capital Repayment Sum listed not later than five (5) Working Days after the Operator receives full settlement of a new Resident’s Capital Sum Advance for the Unit.	

		or allows it to be caused to the Unit. These costs are set by the Operator (in its sole discretion) upon inspection of the Unit after the Resident has vacated it.		
	Death	As above	On issue of the new ORA to the incoming resident	
	Moving to another Unit within the Village	As above	As above	
	Leaving the Village (for another village)	As above.	As above.	
How are the charges incurred for a resident permanently leaving worked out?	The Operator will calculate the Deferred Management Fee and Capital Repayment Sum according to the formulas set out in the Occupation Right Agreement and in 3(E) of this Disclosure Statement. The \$1,500.00 Termination Administration Fee covers administration costs.			
Are any of the charges (for a resident permanently leaving) reviewable? and if so, on what basis?	No, except that the ORA gives the Operator the right to vary the terms of the ORA contained within the ORA with the Resident’s consent, subject to the Operator confirming that there has been prior consultation with the Statutory Supervisor).			
What is the relationship between the above charges and the actual costs?	N/A			
<b>Periodic charges payable by the resident</b>				
A table of periodic charges payable by the resident to the operator is detailed below:				
Description of periodical charge:	Amount:	What the does amount cover:	Percentage retained by the operator (if any):	Percentage paid by the operator to a related party:
ORA Service Charge	\$189 per week fixed.	All costs, charges, expenses, wages, salaries, fees and other outgoings paid by the operator in supply of general services to the residents, and in the management, supervision and	100%	None

		operation of the Village		
Additional services purchased by the resident	Determined by what is purchased	Purchased good and services	From nil to 15%	None
Details of any anticipated new or changed charges are shown opposite:	New or changed charges:		How much or how will they be worked out?	
	The fixed fee charged to any new Resident will be reviewed annually.		To be determined by operating cost movements.	
Must a resident continue to pay the charges after vacating the unit? and if so, for what period?	No. Upon termination of this Agreement, the Operator will cease to charge the Resident for the Service Charge, with effect from the expiry of the one-month notice period in the Operator’s Notice of Termination, or when the keys to the Unit are returned to the Operator, whichever is the later.			
Details of amounts payable for maintenance, rates, and insurance are shown opposite:	Type of charge:	Amount:	Payable when:	
	Maintenance	Included in the Service Charge (specific amounts available on request).	In the monthly Service Charge.	
	Rates			
	Insurance			
How are the periodic charges worked out?	N/A (the Service Charge is fixed).			
Are any of the periodic charges reviewable? And if so, on what basis?	N/A			
What are the roles of the operator and resident in working out the periodic charges detailed above?	The Service Charge is fixed.			
What is the relationship between the above periodic charges and the actual costs?	15.0% is added to actual costs.			
<b><i>Maintenance and sinking fund contributions</i></b>				
Is it possible that the maintenance or sinking fund (for repairs, maintenance, refurbishment, and capital replacement works associated with	The Operator does not currently have a maintenance or sinking fund.			

the village), may need to be added to with further contributions from residents if expenditure from the fund exceeds reserves? If so, details of the basis in which they will be added are:	
<b>2(d) Maintenance and refurbishment</b>	
Details of maintenance the operator of the village is responsible are:	<p>The Operator endeavours to ensure that the Village meets Residents' current needs by maintaining the Village in good order and condition.</p> <p>Interior fixtures and fittings provided by the Operator will also be maintained by the Operator (other than those itemised below).</p>
Details of maintenance for which the Resident of a Residential Unit is responsible are:	<p>The Resident is responsible:</p> <p>Keeping the Unit together with the fixtures, fittings and equipment which the Operator supplies to the Unit, in a proper, tidy, clean and sanitary condition and (where appropriate) in working order; and</p> <p>If the Operator incurs any of the following costs, the Resident is responsible for payment, as and when invoiced (with invoices payable by the 20th of the month following the month in which the invoice is issued):</p> <p>(a) Costs of remedying any breach by the Resident of the Resident's maintenance responsibilities;</p> <p>Costs of repairing any damage to the Apartment or the Operator-provided fixtures, fittings, or equipment caused by the Resident or guests of the Resident.</p>
Is there a sinking fund for repairs, maintenance, refurbishment, and capital replacement works associated with the village (including its facilities)?	No.
<b>2(e) Financial accounts for retirement village</b>	
Details of the obligations on the operator under the Financial Reporting Act 2013 (FRA) are shown opposite:	<input checked="" type="checkbox"/> financial statements relating to the operator
<i>The obligation marked <input checked="" type="checkbox"/>, applies to the operator</i>	<input type="checkbox"/> financial statements relating to both the operator and the village

The process for preparing, auditing, and disclosing financial statements is:	The Auditor is appointed by the Operator on an annual basis and the audit of the financial statements is conducted within three (3) months of the end of the financial year. Audited financial statements are then filed with the Statutory Supervisor and available to existing and intending residents.			
Details of the circumstances a resident is entitled to the financial statements of the village (including at what cost) are:	<p>Audited financial statements are available on request by a resident, and they are tabled at the Annual General Meeting of residents at no cost.</p> <p>The Operator's audited financial statements are also publicly available via the Retirement Villages Register. This can be accessed on the Companies Office website at <a href="http://www.companiesoffice.govt.nz/all-registers/search-other-registers/">www.companiesoffice.govt.nz/all-registers/search-other-registers/</a> ("Search Other Registers"). The financial statements are an attachment to the annual return.</p>			
Details of other accounts or financial statements (apart from those required by the FRA) prepared in relation to the operation of the village, and charges to residents of the village, are shown opposite:	What is covered by the accounts or financial statements?	How are they dealt with?	Are they audited?	Are they available to residents?
	A forecasting statement	As required by reg 9(3) of the <i>Retirement Villages (General) Regulations 2006</i> .	No	Yes. A copy is available from the Operator within 3 months of the end of the accounting period.
Are accounts prepared for the manager of the village (separately from those required by the FRA from the operator)? And if so, are they available to residents on request?	No.			
If any financial statements are attached to this disclosure statement, do they only relate to the operator or do they relate to both the operator and the village?	Available financial statements relate to the Operator.			
If any financial statements are attached to this disclosure statement, have they been audited?	Yes.			

### PART 3 – OCCUPATION RIGHT AGREEMENTS, TERMINATIONS, DEDUCTIONS, AND ESTIMATED FINANCIAL RETURNS

#### 3(a) Cooling-off period and cancellation of occupation right agreement

The full text of section 28 of the *Retirement Villages Act 2003* is displayed under the heading "Cooling-off and Cancellation for Delay Statement" on page 6 of this Disclosure Statement.

Does the occupation right agreement contain more favourable cooling-off and	No. The cancellation provisions in the Occupation Right Agreement offered to (prospective) Residents in relation to Units in the Village, are the same as those set out in section 28(1) of the <i>Retirement Villages Act 2003</i> . Their terms
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cancellation provisions than contained in section 28(1) of the <i>Retirement Villages Act 2003</i> ?	<p>are not of the kind described in section 28(5) of the <i>Retirement Villages Act 2003</i>.</p> <p>Accordingly, residents have fifteen (15) working days from the date of their signature of an Occupation Right Agreement during which time they may cancel the Occupation Right Agreement, without giving any reason, by written notice.</p> <p>Where a Unit is not complete, and is not brought to the point of practical completion within six (6) months after the proposed completion date, then following the expiry of that period, the Resident may by written notice cancel the Occupation Right Agreement, without giving any reason.</p>
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### 3(b) Varying occupation right agreement

Details of the ability of a party to vary a occupation right agreement (ORA) are shown opposite:	Party:	Circumstances:
	Operator	The Operator has the right to vary the provisions, terms and conditions of the ORA subject to confirmation that the Operator has undertaken prior consultation with the Statutory Supervisor.
	Resident	There is no right of the resident unilaterally to vary the ORA.

### 3(c) Termination of occupation right agreement

What is the effect on any person(s) living with a resident (at the time of termination), if the occupation right agreement is terminated?	If the Resident has another person living with them who is not named on the ORA then they must leave the Unit on termination.			
Details of charges that continue to be payable by a former resident after termination are shown opposite:	Description of charge	Periodical:	How the charge is worked out:	How long the charge continues to be payable:
	N/A			
	Additional services purchased by the Resident	Determined by what is purchased.	If a Resident: (a) continues living in the Unit following termination; and (b) incurs costs for additional services, then those costs will continue to be charged.	Until the Resident vacates the Unit (if applicable).

Details of the extent (if any) a former resident is exposed to a capital gain or capital loss arising out of termination are:	<p>The Resident will not be entitled to any capital gain when a new resident enters into an Occupation Right Agreement for the Unit.</p> <p>A Resident is not liable for any capital loss when a new resident enters into an Occupation Right Agreement for the Unit.</p>
Details of the process to be followed in finding a new resident for the vacated residential unit are:	<p>Following termination, the Operator will take all reasonable steps to obtain a new Resident for the Unit. The Resident does not have any control over the selling and marketing process but is entitled to introduce a new Resident.</p> <p>A new Resident must be suitable for the Village (in the Operator's opinion) and must be prepared to enter into an Occupation Right Agreement on the Operator's then standard terms and conditions and for the best price reasonably obtainable.</p> <p>Any waiting list of potential residents is first reviewed for suitable new residents for any vacated unit. If none are available then local and regional marketing and advertising is undertaken.</p>
Details of 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 resident, former resident, or the estate of a former resident in relation to that sum or sums are:	The vacated unit will be marketed by the Operator at a price determined by the operator after taking into account the cost of any remedial work, or refurbishment, and after considering all market factors, including, but not limited to equivalent unit sales in the village and current building replacement costs.

### 3(d) Deductions from payments by and to residents

Details of the deductions from any payments made by or due to residents are shown opposite:	Description of payment:	Deduction:	Refund:
	On entry	None	Not applicable
	On exit	Deferred Management Fee, any outstanding Service Charge, and any other money owing to the Operator.	Not applicable
	Periodical payments	None	Not applicable
	Maintenance, refurbishment, and development	None	Not applicable
	Rates, maintenance and other	None	Not applicable

	outgoings		
<b>3(e) Estimated financial return on disposal of residential unit</b>			
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:			
Length of time:	Estimated capital amount:	Estimated deductions:	Estimated refunds:
Two (2) years	Cost of the ORA less 9.0% for first 12 months, then 8.0% for next 12 months i.e. 17.0%.  <i>Example: Capital Sum Advance of \$300,000.00</i>	Will depend on the cost of the ORA, and duration of residence.  <i>Deductions will be (\$300,000.00 x 0.17) = \$51,000.00</i>	Will be dependent on the cost of the ORA and duration of residence, but assuming 24 months, then 83.0% of the ORA cost less any moneys still owing to the Operator.  <i>Refund will be (\$300,000.00 - \$51,000.00) = \$249,000.00 (less any moneys still owing to the Operator)</i>
Five (5) years	Cost of the ORA less 9.0% for first 12 months, then 8.0% for each of the next 24 months i.e. 25.0% (ceases to accrue after three (3) years).  <i>Example: Capital Sum Advance of \$300,000.00</i>	Will depend on the cost of the ORA, and duration of residence.  <i>Deductions will be (\$300,000.00 x 0.25) = \$75,000.00</i>	Will depend on the cost of the ORA and duration of residence, but assuming 60 months, then 75.0% of the ORA cost less any moneys still owing to the Operator  <i>Refund will be (\$300,000.00 - \$75,000.00) = \$225,000.00 (less any moneys still owing to the Operator)</i>
Ten (10) years	Cost of the ORA less 9.0% for first 12 months, then 8.0% for each of the next 24 months i.e. 25.0% (ceases to accrue after three (3) years).  <i>Example: Capital Sum Advance of \$300,000.00</i>	Will depend on the cost of the ORA, and duration of residence.  <i>Deductions will be (\$300,000.00 x 0.25) = \$75,000.00</i>	Will depend on the cost of the ORA and duration of residence, but assuming 60 months, then 75.0% of the ORA cost less any moneys still owing to the Operator  <i>Refund will be (\$300,000.00 - \$75,000.00) = \$225,000.00 (less any moneys still owing to the Operator)</i>
Details on how the estimated financial return (detailed above) is affected by the duration of the resident's occupation are:		The Deferred Management Fee is calculated at a fixed rate each year from the Commencement Date until the Termination Date, being nine percent (9%) for the first 12	

	month period, and eight percent (8%) for each of the next 24 months (in each case adjusted proportionally on a per day basis in the case of any incomplete year), up to a maximum of twenty five percent (25%) of the Capital Sum Advance. Occupancy beyond 36 months will not incur any higher level of deduction.
Details on how the estimated financial return (detailed above) is affected by a termination of the occupation right agreement arising out of a breach of the agreement by the resident are:	No effect.
Details on how the estimated financial return (detailed above) is affected by the a termination of the occupation right agreement arising out of a decision of the resident to terminate the agreement voluntarily are:	No effect.

<b>PART 4 – OTHER MATTERS</b>	
<b>4(a) Details relating to certain security interests</b>	
Has a holder of a security interest (to whom section 12(1)(b) of the <i>Retirement Villages Act 2003</i> applies) refused consent to the registration of the retirement village?	No.
<b>4(b) Exemption from requirement to comply with code of practice</b>	
Is there an exemption from the requirement to comply with a provision or provisions of the code of practice?	No.
<b>4(c) Responsibilities for insurance</b>	
Details of the insurance cover for the retirement village the operator is to obtain or has obtained are:	<p>The Operator arranges its insurance cover through brokers, and insurance is provided by a reputable insurer. The insurance cover must be maintained to the Statutory Supervisor's satisfaction.</p> <p>Insurance covers Material Damage to the Village facilities and the Units with full replacement cover arranged for all usual risks. Additional insurance is provided for 'Business Interruption', 'Motor Vehicles', and 'Public Liability'.</p>
The risks relating to the residential unit for which the resident is responsible are:	The Resident is responsible for the cost of insuring personal effects and contents of the Unit not supplied by the Operator. The Resident is also responsible for the cost of any repair of reinstatement, or the excess of any insurance policy of the Operator, out of damage done or

	loss suffered by the Operator and caused by the Resident, or any guest or invitee of the Resident.
<b>4(d) Moving into a rest home or hospital care institution in retirement village</b>	
In this part 4(d):	<b>rest home care</b> has the meaning given by section 4 of the Health and Disability Services (Safety) Act 2001
	<b>hospital care</b> has the meaning given by section 4 of the Health and Disability Services (Safety) Act 2001
If the retirement village shares premises with a rest home or hospital care institution is the resident (under the occupation right agreement) allowed to leave the residential unit and receive either rest home care in the rest home or hospital care in the hospital care institution?	Not Applicable
If “yes” to the above question, details of the terms contained in the occupation right agreement are:	Not Applicable
<b>4(e) Effect of marriage, etc, on occupation right agreement</b>	
Details of the affect on a occupation right agreement if a resident marries or enters into a civil union (irrespective of whether the resident was in another marriage or civil union when the agreement was made) are:	<p>The Occupation Right Agreement is a personal licence to the Resident to occupy the Unit. As such, if the Resident marries or enters into a civil union, there is no change to the Occupation Right Agreement and it remains in the name of the original Resident.</p> <p>If the Resident would like their spouse or partner to become a Resident of the Unit pursuant to an Occupation Right Agreement, the Operator will require the original Occupation Right Agreement to be terminated and replaced with a new Occupation Right Agreement. The Operator may choose not to charge the usual termination amounts, but reserves its right to charge an administration fee and recover its legal or consulting costs in relation to such arrangement.</p>
<b>4(f) Financial assistance</b>	
<p>This part 4(f) only applies where:</p> <ul style="list-style-type: none"> <li>(a) an intending resident is given a disclosure statement relating to a village;</li> <li>(b) in the six (6) months before the disclosure statement is given, an advertisement was published to the public, a section of the public including the intending resident, or the intending resident; and</li> <li>(c) the advertisement indicated that the residents of the village could receive financial assistance from any person in connection with being residents of the village.</li> </ul>	
If this part 4(f) applies, then full details of the nature of the financial assistance and the terms on which residents may receive the assistance are:	Not Applicable

<b>4(g) Basis for working out prospective financial information</b>	
If any financial information is attached to this disclosure statement the principal assumptions and methods used in working out the information are:	Not Applicable
<b>4(h) No statement about entry into occupation right agreement being safe or free from risk.</b>	
Any statement in this disclosure statement is not to be taken or construed so as represent that entry into an occupation right agreement relating to a retirement village is safe or free from risk.	
<b>4(i) Matters required by Deed of Supervision</b>	
Details of any matters required by the Deed of Supervision with the Statutory Supervisor to be disclosed in this disclosure statement are:	The Statutory Supervisor is indemnified by the Operator and the residents in respect of all costs liabilities and expenses incurred by the Statutory Supervisor in the proper discharge of its duties.
<b>4(j) Documents to be made available</b>	
<p>Before an intending resident signs an occupation right agreement, they (or their personal representative) must have the following documents made available to them:</p> <ul style="list-style-type: none"> <li>(a) the most recent audited financial statements of the operator of the village that comply with the Financial Reporting Act 2013 (if that Act applied to the operator during the period to which the statements relate); and</li> <li>(b) if the Financial Reporting Act 2013 requires preparation of financial statements in respect of the village, then the most recent audited financial statements in respect of the village that comply with the Financial Reporting Act 2013.</li> </ul> <p>If there are no audited financial statements relating to the operator and a period during which the operator carried on the business of the village, the operator will provide financial statements that meet the requirements in Schedule 6 of the <i>Retirement Villages (General) Regulations 2006</i>.</p> <p>The operator confirms that the certificate and financial statements do not contain any information that is likely to deceive or mislead.</p> <p>The following documents must also be made available:</p> <ul style="list-style-type: none"> <li>(a) a copy of the rules that apply specifically to the village and affect a resident in living in or using a residential unit in the village;</li> <li>(b) a copy of the agreement (if any) between the operator of the village and the manager of the village for the management of the village; and</li> <li>(c) a copy of the deed of supervision (if any) between the operator of the village and the statutory supervisor.</li> </ul> <p>A sample of the Occupation Right Agreement is also available on request.</p>	