

POWERED BY

**Ownly**

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move.

# Agency Agreement



**Property Description** Residential & Lifestyle Property

Listing Salesperson/people Darrell Paterson; Riley Blair

Legal Property Owner (from title) Ridgewood Developments Limited

Address 458 Carrington Street, Vogeltown

Is the Property owned in a Trust ? If Y Name of Trust No Yes in a Family Trust

**Client 1 Details**

Full name (inc title) Amos Thomas

Phone 021 192 0364

Email Address amos.thomas@waterworks.nz.co.nz

**Client 2 Details**

Full name (inc title) Ashley Thomas

Phone 021 196 2461

Email Address

**Client 3 Details**

Full name (inc title) Sheldon Thomas

Phone 021 228 2075

Email Address

**Preferred Primary Contact person**Client 1 ☒ Client 2 ☐ Client 3 ☐ All ☐

Sensitive arrangement

**Solicitor Details**

Company C &amp; M Legal

Name Nik Marinovich

Email njm@candmlegal.co.nz

**Method Of Sale**☒ Offers/Enquiries over \$685,000

- ☐ Fixed Price \$
- ☐ By Negotiation
- ☐ Auction
- ☐ Tender
- ☐ Deadline Sale
- ☐ Mortgagee Auction /Mortgagee
- ☐ Tender Inclusive of GST (if any)
- ☐ Plus gst (if any)

Notes

Sellers Price expectations 700,000

Preferred Settlement date ASAP

Open homes? Yes ☒ No ☐

Search price for portals when using no price marketing (will not be visible) but determines where and when listing appears in searches. \$

Auction/Tender/Deadline Date

Time

Agreed Vendor Funded Marketing Costs \$3,125.00

**Appraisal**

Appraisal Range from \$650,000 to \$680,000

Appraisal Date 29/02/2024

**Access/Tenancy**☐ Owner Occupied☐ Tenanted☒ Vacant☐ Fixed term Tenancy☐ Periodic Tenancy☐ Fixed Term until

Tenant's Phone/s

Rent P/W \$

Managed By

Access Notes

Bond \$

Tenancy Agreement Attached ☐ No ☐ Yes**Viewing Instructions**☒ Key☐ Lock Box☐ Other☐ Alarm Code In☐ Alarm Code Out☐ Monitored

Access Notes: Darrell to collect key from Amos



**Property Description Residential & Lifestyle - Property Details**

<input checked="" type="checkbox"/> House	<input type="checkbox"/> Apartment	<input type="checkbox"/> Section	<input type="checkbox"/> Home and Income
<input type="checkbox"/> Unit	<input type="checkbox"/> Townhouse	<input type="checkbox"/> Lifestyle with Dwelling	<input type="checkbox"/> Lifestyle - Bareland m <sup>2</sup>
<input type="checkbox"/> New Build	Year Built <input type="text" value="1961"/>	Floor Area <input type="text" value="118m2"/>	Land Area <input type="text" value="336m2"/> ha <input type="text"/> m <sup>2</sup> <input type="text"/>
Bedrooms <input type="text" value="3"/>	Garaging <input type="text"/>	Internal Access Yes <input type="text"/> No <input type="text"/>	Carports <input type="text"/>
Living Areas and notes <input type="text" value="1"/>			
Total Bathrooms (inc ensuite) <input type="text" value="1"/>		Ensuite <input type="text"/>	Sep Toilets <input type="text" value="1"/> Notes <input type="text"/>

**Legal Description**

<input checked="" type="checkbox"/> Freehold	<input type="checkbox"/> Cross Lease (Freehold)	<input type="checkbox"/> Leasehold	<input type="checkbox"/> Cross Lease (Leasehold) Term <input type="text"/> Lease amount <input type="text"/>
<input type="checkbox"/> Stratum (in Freehold)	<input type="checkbox"/> Stratum (in Leasehold)		
Lot <input type="text" value="1"/>	DP <input type="text" value="593599"/>	CT <input type="text" value="1142208"/>	
Extra/Other Legal <input type="text"/>			
<input type="text"/>			
RV <input type="text" value="660,000"/>	LV <input type="text" value="310,000"/>	IV <input type="text" value="350,000"/>	Date <input type="text" value="28 February 2024"/>
District <input type="text" value="3,382.68"/>	Regional <input type="text" value="333.05"/>	Total <input type="text" value="3,715.73"/>	
Rates Notes <input type="text"/>			

**Chattels included in the sale** (must be unencumbered and delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of an Agreement for Sale and Purchase of Real Estate)

<input type="checkbox"/> Auto garage door opener( <input type="text"/> ) and <input type="text"/> remotes	<input checked="" type="checkbox"/> Infinity Water Heating System
<input type="checkbox"/> Window Treatments	<input type="checkbox"/> Heat Transfer System
<input type="checkbox"/> Central vacuum	<input checked="" type="checkbox"/> Light fittings
<input type="checkbox"/> Clothesline	<input type="checkbox"/> Night store heater
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Range hood
<input type="checkbox"/> Electric Oven <input checked="" type="checkbox"/> Electric Stove	<input checked="" type="checkbox"/> Refrigerator
<input type="checkbox"/> Hob/Cooktop <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Induction	<input type="checkbox"/> Security system ( <input type="checkbox"/> monitored <input type="checkbox"/> unmonitored )
<input checked="" type="checkbox"/> Extractor fan( <input type="text" value="1"/> ) Bathroom	<input type="checkbox"/> Smoke detector(s)( <input type="text"/> )
<input checked="" type="checkbox"/> Fixed floor coverings	<input type="checkbox"/> TV brackets
<input checked="" type="checkbox"/> Garden shed( <input type="text" value="1"/> )	<input type="checkbox"/> Ventilation System
<input checked="" type="checkbox"/> Heated towel rail(s) ( <input type="text" value="1"/> )	<input type="checkbox"/> Waste disposal
<input type="checkbox"/> Heat pumps( <input type="text"/> ) and <input type="text"/> remotes	

Other: Excluded: **Unit Titles**

The Client has provided a signed, dated and completed pre-contract disclosure (required)

☐ N/A ☐ No ☐ Yes ☐ Ordered**Goods & Services Tax (GST)**☐ No ☒ Yes

For the purposes of this transaction the Client is registered for Goods and Services Tax (GST).

GST Number

## Property Description Residential & Lifestyle Property

Cladding

Foundation

Roof

Age of Roof (if known)

Joinery ☐ Aluminum ☐ Double-Glazing ☒ Timber

### Water Heating

☒ Gas ☐ Solar ☒ Infinity System

☐ Electric ☐ Wetback ☐ Mains

Gas ☐ Pump

☒ Reticulated ☐ Bottled

☐ Gas Mains ☒ Connected ☐ Disconnected

Insulation

Water Tank Supply (if appl)

Septic tank location (if appl)

Hot water cylinder location

Access location for under house

Access location for roof space

Internet type & provider?

Fibre Supplier ?

Power Supplier?

Insurance Insured with

Health And Safety Are there any known Health and safety concerns with the property?

☐ Yes

☒ No

Details

Additional Property Information (include notes for further detail)



## Property Description Lifestyle Property ONLY

### Property Physical Details

Total Area (ha)  Effective Area (ha)  Average Rainfall (mm)  Altitude (m)   
Contour, etc.   
Soil types, etc.   
  
Zoning

### Stock Water & Fencing

Source and reticulation   
Pumps  Age  Inground/Surface  Kilowatts   
Paddocks Main  Holding  Other   
Access/Laneways   
Fencing Types Internal  Boundary   
Electric Fence Units (No)   
Shelter/shelter belts

### Buildings & Infrastructure

### Extra Chattels Included

### Chattels Excluded

### Septic Tank

Type  Consent No.  Age   
Maintenance Contracts  Charges   
Last Emptied Date  Working Properly ☐ No ☐ Yes  
Notes

### Irrigation

System of Application  Average Power Cost   
Supply Company  Number of Shares   
Irrigation Supply Consent No. Litres/sec Volumetric  
     
Pump details

### Checklist

<input type="checkbox"/> Property Services	<input type="checkbox"/> Legal Description/Rating Info	<input type="checkbox"/> Rates	<input type="checkbox"/> Land Area
<input type="checkbox"/> LIM	<input type="checkbox"/> Water Supply	<input type="checkbox"/> Sewage	<input type="checkbox"/> Define boundaries (i.e. river)
<input type="checkbox"/> Land Condition	<input type="checkbox"/> Farm Chattels	<input type="checkbox"/> GST Registered No.	

Zoning



## Real Estate Agency Agreement Residential & Lifestyle Property

### ownly Complaints Policy

All real estate agents are required to have a formal complaints policy. This is ours: ownly, the agency that oversees your listing salesperson would prefer any complaint to be in writing and delivered promptly to the Compliance officer Keith Ward 027 288 8813 supervision@ownly.nz (However, if you have a complaint we want to know about it whether it be in writing or advised by some other means. It will be attended to fairly and promptly.

Our clients are not restricted to making a complaint to the company. Every real estate client has the right to make their complaint direct to the Real Estate Authority (REA). The REA is a government body charged with overseeing and regulating the real estate industry. They can be contacted by calling 0800 367 7322 or emailing info@rea.govt.nz.

### Agent's statement relating to rebates, discounts and commissions

The agent, confirms that in relation to any expenses for or in connection with any real estate agency work carried out by the Agent for the Client in connection with the transaction covered by this agency agreement, the Agent will not solicit, receive, and is not entitled to receive, any rebates, discounts or commissions. NB: 'powered by ownly' does not solicit rebates or discounts from its suppliers, nor does it expect to be offered any. If any are offered and accepted or given, ownly reserves the right to decide if they will be retained or passed on to any other party or parties.

### Terms and conditions of this agreement:

The Client agrees to and accepts the following:

That this is an Agency Agreement with ownly Limited (hereinafter 'powered by ownly' or 'the Company' or 'Agent')



#### 1.1 Sole Agency:

The Client appoints the Agent as sole agent. The agency commences on 15/3/2024 (commencement date) and continues until midnight on; 15/06/2024 or if no end date is provided, 90 days from the Commencement Date.

This sole agency may be terminated by the Client, by written notice to the Agent by 5.00pm on the first working day after the day on which a copy of this agreement is given to the Client.

**Note:** Any party to a sole agency agreement that relates to residential property and is for a term longer than 90 days may, at any time after the expiry of the period of 90 days after the agreement is signed, cancel the agreement by written notice to the other party or parties.

OR



#### 1.2 General Agency:

The Client appoints the Agent as general agent. The agency commences on unless cancelled by either party giving seven (7) days' written notice to the other party; or if no end date is provided, until cancelled by either party by giving seven (7) days' written notice to the other party.

### 2.0 Prior Agency (Choose either 2.1 or 2.2 - select one)

- 2.1 The Client has not appointed any other real estate agent to sell the Property prior to signing this agreement.  
2.2 The Client has appointed the following real estate agent/s prior to signing this agreement

Name of Agent Period of agency  
Name of Agent Period of agency

**Note:** If a sale is effected by or through the instrumentality of any other real estate agent authorised by the Client, then the Client may be liable to pay full commission to more than one agent.

### 3.0 Additional Authorities - Sale Method

If the Client does not complete these Additional Authorities then these Additional Authorities do not apply to this agreement.

#### 3.1 Auction Authority:

The Client appoints the Agent to offer the Property for sale by public auction on the Auction Date or as otherwise agreed. If the Property for sale by auction is subject to a reserve price, this must be notified to the Agent in writing prior to the auction. If the Property is sold by public auction the Client authorises the Agent to sign on its behalf the agreement that forms part of the particulars and conditions of sale used by the Agent for conducting the sale by auction.

#### 3.2 Tender Authority:

The Client appoints the Agent to offer the Property for sale by public tender with the public tender closing on the Tender Date or as otherwise agreed.

### Additional Notes: (if required)



## Real Estate Agency Agreement Residential & Lifestyle Property

### 4.0 Payment of Commission and Expenses for 1.1 or 1.2

#### 4.1 Payment of Commission:

The Client must pay the Agent the commission, on the terms set out in this agreement, if:

- 4.1.1 in the case of a sole agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency and the agreement is or becomes unconditional (whether during or after the term of the agency); or
- 4.1.2 in the case of a general agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency, through the instrumentality of the Agent or to a purchaser introduced by the Agent and the agreement is or becomes unconditional (whether during or after the term of the agency); or
- 4.1.3 in the case of either a sole or general agency, the Client enters into a private agreement to sell or exchange the Property (or part of it) within a period of 6 months following the date of expiry, cancellation or termination of the agency, through the instrumentality of the Agent or to a purchaser introduced by the Agent, and the agreement is or becomes unconditional (whether during or after the 6 months period). In this subclause 'private agreement' means any agreement to sell or exchange the Property (or part of it) in the absence of any effective agency agreement between the Client and a real estate agent holding a licence under the Real Estate Agents Act 2008.

#### 4.2 Unless otherwise stated the commission is payable upon the contract for the sale of the Property becoming unconditional. How Commission is calculated and agreed to as follows:

- ☒ 4.2.1 A Fixed Fee of \$ 15,000 plus gst \$ 2,500 = Total \$ 17,250
- ☐ or 4.2.2 A Fixed percentage of   % of the final sale price + gst.  
Estimated fee based on highest appraised price of \$   = \$   inc gst ☐ ex gst ☐
- ☐ or 4.2.3 A Fixed percentage of   % up to \$   then   % on the remainder of the final sale price + gst.  
Estimated fee based on highest appraised price of \$   = \$   inc gst ☐ ex gst ☐
- ☐ or 4.2.3 Other
- ☐ Plus Administration fee of \$   plus gst

### 5.0 There is a 'Cool Down' period allowing cancellation of a Sole Agency without penalty

that a 'cool down' period applies during which we may cancel this Agency Agreement (if it is a Sole Agency) for any reason and without any penalty at any time up to 5pm on the first working day after a copy of the signed agreement is given to us. Such cancellation advice must be in writing and be received by the agent before the stated deadline.

### 6.0 The Client has the authority to sign the Agency Agreement

that we have the authority to sign this listing agreement as owner(s), as directors of the owner, as agent of the owner(s), on behalf of the owner(s) or as Trustee(s) and that no other signatures or authorities are required.

### 7.0 Other agency selling arrangements, current buyer interest

that there are no other sole or general agencies or private sale or other marketing arrangements (including private website placement e.g. Trade Me) in place or intended of which we have not made ownly aware in writing. Further, if this is a Sole Agency, we accept the responsibility of immediately ending any current or previous marketing or purchaser interest from any other parties unless we have advised ownly in writing of their continuing interest and that is acceptable to the agent. We will provide to ownly, immediately and in writing, the names and contact details of any buyer parties who have prior and/or continuing interest in the property. We are aware that our failure to supply such details in writing may result in us being exposed to the risk of paying multiple real estate agency selling fees. Further, any information relating to those people visiting or enquiring about our property remains the sole property of the ownly sale consultant and need not be disclosed to us or any party unless the agent intends to charge us a selling fee in relation to that party.

### 8.0 You give us permission to collect and use any information

The agent is collecting and disseminating information about our property and us and/ or the occupants from a variety of sources (including the Title, LIM, Builders and other professional reports and neighbours) for marketing, statistical and general disclosure purposes. Further, for any marketing purposes we authorise (and will so advise affected parties) the agent to use photos, videos and other media that might publicly display the property and its neighbourhood and owners', occupiers' or tenants' possessions and other items. The agent has our permission on behalf of others to use all such information freely and publicly, including information subsequently discovered and including post-confirmation sale detail.

### 9.0 The Client has disclosed, or will disclose, all pertinent information

That any information about any aspect of the property and/ or its general environment arising at any time that is known to the client and that may be of concern or interest to a purchaser (including any drug contamination) has been noted on the Vendor Disclosure supporting this agreement. All or any information subsequently discovered that may be of similar concern or interest to a purchaser will be advised in writing to the Agent as soon as it becomes known by the Client.



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### 10.0 Signage

The Client will immediately notify the Company of any interference or damage to the signage and authorises a 'sold' sign being displayed from confirmation date until settlement date.

### 11.0 The Client has full responsibility for setting the advertised price

That any price or price indicator used is at the Client's instruction and is to be advertised as shown on this listing authority or otherwise as subsequently instructed in writing by the Client. The client acknowledges that if a price is displayed in marketing the client is prepared to accept unconditional offers at that level and seriously consider conditional offers at that level (with the proviso that for the latter the client can take into account the effect of any special conditions).

### 12.0 Deposit: The Client agrees to the Agent's retention of fees from the deposit before disbursement

12.1.1 New Zealand Real Estate Trust, an independent trust account service provided by SafeKiwi (New Zealand) Limited, will be used for payment. Public Trust is the custodian for the deposit who will receive, hold and disburse monies on behalf of vendors and purchasers. Terms of Use can be viewed at [www.realestatetrust.co.nz/termsfuse](http://www.realestatetrust.co.nz/termsfuse)

12.1.2 the Agent is entitled to deduct its commission and expenses from the deposit held by Public Trust. Where the Property being sold is a unit title the Client agrees that this deduction will be delayed until completion of the obligations under sections 147 and 148 of the Unit Titles Act 2010; and

12.1.3 if the deposit is not received by Public Trust, the Client will pay the Agent immediately on receipt of an invoice in accordance with clauses 14.1 - 14.4 (as applicable).

### 13.0 The marketing and advertising the Client orders has terms and conditions

The Client accepts the terms of supply as noted on the supplementary Marketing order sheet the Client has signed and will pay for any agreed marketing costs in advance of the website launch.

### 14.0 The Client agrees to the Agent's requirements for the payment of fees, costs and charges

14.1 To pay all fees, charges and costs, the Company considers due as invoiced and immediately on demand. The selling fee is payable when the property is confirmed as sold by the Client's solicitor or when there is general understanding that the property is 'sold'.

14.2 That in the event of another agency or party brokering the sale of the property under a conjunctional or similar agreement with the Agent, the commission fee will be agreed in advance and in writing between the Client and the Agent and the other agency or party.

14.3 That if a sales agreement is signed and/or executed with a private or other party (including any of the owners) or through another agency during the term of this agreement the Client will pay the Agent immediately on demand the agreed selling fee plus any other incurred costs that have been or will be invoiced to the client by the Agent that the Agent considers due.

14.4 The Client accepts responsibility for and will pay in full (plus GST) all or any costs including judicial, attendance and preparation expenses incurred by the Agent in collecting or protecting monies the Agent considers due and any costs incurred in enforcing the Clients contract compliance.

### 15.0 What the Client agrees to do immediately and before the marketing starts

The Client shall do the following or will instruct his/her Solicitor and/ or Property Manager to supply or do (at their own cost, if any) the following as and if requested by the Agent;

**For any property:** supply adult occupants' names and contact details and an access key, access key or remotes to all external buildings on the property, security alarm details (including codes). We authorise the Agent to obtain any information the Agent considers relevant relating to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and associated legislation from any source.

**For a tenanted property:** the client will immediately advise the tenant(s) in writing that the property is to be sold and provide the Agent with a copy of the tenancy/ lease agreement (or a landlord-written version) clearly stating all the terms of the tenancy. If a Periodic Tenancy, the client will authorise the Agent to give the tenant appropriate notice of the end of the tenancy when an unconditional contract stipulating vacant possession is in place. If a Fixed Term tenancy, the client will give the tenant written notice of the tenancy ending between 90 and 21 days before the tenancy's end date. The client will instruct their property manager (if one is engaged) to not give the tenant notice nor to release the bond nor agree to a rental reduction unless authorised in writing by the client.

**For a Company Share property:** supply all relevant documents e.g. the Company, accounts, AGM meeting minutes and a pro forma Sale and Purchase Agreement including the appropriate special conditions fully prepared by our solicitor.

**For a Unit Title property:** supply Unit Titles Act requirements (including pre-contract and pre-settlement disclosures), Insurance and Maintenance details and full details of Levies and what they cover and any other documents that a prospective purchaser may be reasonably entitled to.

**For a Body Corporate:** the name and contact details of the Body Corporate chairperson, a copy of Body Corporate rules and accounts and AGM meeting minutes, pre-contract/ settlement disclosure statements and any other documents to which a prospective purchaser may be entitled.

**For a property likely to have special Tax/ GST status:** We understand that for such property (e.g. but not limited to Lifestyle, Investment or Commercial etc) we have been advised to seek professional advice on all tax matters. *Tax and GST issues must be considered carefully when signing this agreement, when advertising the property for sale and when completing a Sale and Purchase Agreement. You are strongly advised to seek advice from your lawyer and/ or accountant before instructing us. This includes, but is not limited to, your GST registration for this transaction, curtilage, selling price and how it is displayed and offers made for the property and whether they are GST inclusive or exclusive.*



## **Real Estate Agency Agreement Residential & Lifestyle Property**

### **16.0 All offers must be directed to the Agent through the hands of the Listing Salesperson**

That if this is an exclusive listing, during its term the Client will only consider offers managed by and presented to the client by the Agent's listing salesperson or an Agent-approved representation) and the client will not consider any offers delivered direct to the Client's solicitor or to any other party from any other source. The Client will deliver any offers received from any other source to the Agent's listing salesperson directly and immediately upon receipt and instruct the client's solicitor and any other party likely to receive an offer to do likewise.

### **17.0 Indemnity**

- 17.1 The Client (and if more than one, jointly and severally) indemnifies the Agent, the Licensees and any of their respective employees, agents or contractors against losses, damages, claims or other liability arising from any inaccurate information provided by the Client or any material omissions by the Client in this agreement.

### **18.0 Disclosure of Information**

- 18.1 The Client acknowledges that the Agent is required under the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 to disclose known defects to purchasers or potential purchasers and not to withhold information that should by law or in fairness be provided to purchasers or potential purchasers. The Client also acknowledges that where it would appear likely that the Property may be subject to hidden or underlying defects, then the Agent is required to either: 18.1.1 obtain confirmation from the Client, supported by evidence or expert advice, that the Property is not subject to defect; or 18.1.2 ensure that purchasers or potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose.
- 18.2 If the Agent is unable to obtain confirmation under clause 18.1.1, the Agent will inform purchasers or potential purchasers of any significant potential risk identified by the Agent consistent with rule 10.7(b) of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012.
- 18.3 If at any time during the term of the agency the Client directs the Agent not to disclose to purchasers or potential purchasers any known defects or any significant potential risks for hidden or underlying defects identified by the Agent contrary to the terms of this agreement or to the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, the Agent may then cancel this agreement by written notice.

### **19.0 Confidentiality**

- 19.1 Except as otherwise provided in this agreement or as agreed between the parties, neither party may disclose any information contained in this agreement to a third party other than:
- 19.1.1 as required by law;
  - 19.1.2 in good faith and in proper furtherance of the objects of this agreement;
  - 19.1.3 to those of its employees, officers, professional or financial advisers and bankers as reasonably necessary but only on a strictly confidential basis;
  - 19.1.4 to enforce a party's rights or to defend any claim or action under this agreement; or
  - 19.1.5 where the information is already in the public domain.

### **20.0 Health & Safety**

- 20.1 The Client acknowledges and understands that the Agent has obligations under the Health and Safety at Work Act 2015 to ensure the health and safety of workers (including employees, contractors, and employees of contractors) and the general public while undertaking work in relation to the sale and purchase of the Property in accordance with this Agreement.
- 20.2 The Client shall give the Agent all reasonable assistance and information to ensure that no hazards or risks at, or arising from, the Property affect the health and safety of any person while the Agent is performing its role under this Agreement, including by:
- 20.2.1 promptly providing to the Agent information about any and all hazards or risks at the Property which are known to the Client; and
  - 20.2.2 complying with any reasonable instructions given by the Agent about actions required to be taken to address any identified hazards or risks at the Property in order to ensure the health and safety of people visiting the Property at the request or invitation of the Agent.
- 20.3 In circumstances where the Client is a 'person conducting a business or undertaking' (as that term is defined in the Health and Safety at Work Act 2015) it must:
- 20.3.1 comply with its obligations under the Health and Safety at Work Act 2015 (and supporting Regulations) at all times during the term of the Agreement; and
  - 20.3.2 consult, cooperate, and coordinate activities with the Agent and any other relevant party in respect of any work undertaken in relation to the sale and purchase of the Property so as to ensure that all parties understand the nature of the work, the risks arising from the work, and the controls to be implemented to mitigate those risks, and to enable the Client and the Agent to verify that the risks are being controlled and the work is being performed safely and in accordance with this Agreement.



## Real Estate Agency Agreement Residential & Lifestyle Property

### 21.0 Client Due Diligence

- 21.1 The Anti - Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act) applies to the Agent and all other New Zealand real estate agents. The AML/CFT Act requires the Agent to assess the money laundering and terrorist financing risk that the Agent may face in its business and to identify and report potentially suspicious activity. In order to make that assessment, the Agent is required to carry out customer due diligence if the Client has not engaged the Agent previously. In certain circumstances the Agent may be required to carry out customer due diligence even if the Client has previously engaged the Agent.
- The Client acknowledges and agrees that:**
- 21.2 The Agent may collect information about the Client to undertake customer due diligence and take any other steps that may be necessary to comply with the AML/CFT Act;
- 21.3 They are authorised to provide the personal details recorded in this agency authority and consent to their information being passed to, and checked with, the document issuer, official record holder, a credit bureau, and authorised third parties for the purpose of verifying their identity and address for AML Customer Due Diligence purposes (information will be checked against databases such as DIA, NZTA, Companies Office, Centrix etc).
- 21.4 This agreement is not effective and a business relationship for the purposes of the AML/CFT Act is not formed until customer due diligence has been completed. Until customer due diligence has been completed the Agent is not able to perform any of its obligations under this agreement.
- 21.5 If the Client does not provide the necessary information or documents required to complete customer due diligence or the Agent at any stage suspects that the business relationship or transaction is unusual or otherwise breaches the AML/CFT Act, the Agent may: a) refuse to proceed with this agreement, suspend its obligations under this agreement, or terminate this agreement; b) delay, block, or refuse to process a transaction; and c) report a transaction.

### 22.0 Notices

- 22.1 Any notices given under or relating to this agreement may be served or given by hand, mail, fax or email. If there is more than one set of contact details for the Client, then a copy of this agreement and any notices may be sent to any one of them and notice to any person that is listed as a Client will be notice to all of them. Notices to the Client may also be sent to the Client's lawyer unless otherwise instructed.
- 22.2 This agreement and notices under it will be deemed to have been received:
- 22.2.1 when delivered in person, at the time of delivery;
  - 22.2.2 if sent by mail, 3 working days after being mailed;
  - 22.2.3 if sent by fax, when the sender receives a transmission report showing the transmission has been satisfactorily completed; or
  - 22.2.4 if sent by email, when the email enters the recipient's information system.

### 23.0 Methamphetamine (Initial next to applicable statement - ONLY ONE)

The Client:

Initials:

agrees to have the Property tested for methamphetamine and further acknowledges and agrees that the Agent will disclose the reading to any potential purchaser of the Property; or

Initials:

confirms that the Property has recently been tested for methamphetamine and shall provide such results immediately to the Agent and acknowledge and agrees that the Agent will disclose the reading to any potential purchaser of the Property; or

Initials:

AYT

confirms that the client has not tested the Property for methamphetamine.

### 24.1 General

- 24.1 The termination of this agreement for any reason is without prejudice to any rights, powers, authorities or remedies of the parties including the Agent's right to commission and reimbursement of the agreed marketing costs and/or expenses.



**We recommend that, before signing,**

1. You carefully read: this entire listing agreement and the supplied REA information booklet 'Residential Property Agency Agreement Guide' or at least do so before the cool down period expires (at 5pm on the next working day after you receive a signed copy of the agreement).
2. You should seek advice from your solicitor and/or accountant if you are in any doubt about any matter whatsoever.
3. You should seek technical and other advice or information on any matter you consider necessary.
4. You may contact the Supervising agent at anytime on 0272 88 8813

**Vendor Declaration**

We have received, read and understand the listing details, the various methods of sale, selling and marketing fees, listing conditions, a written market appraisal of the property's value (or a written explanation as to why that is not available).

We have been given the REA sellers' guide (New Zealand Residential Property Agency Agreement Guide) and other general advice regarding all the procedures relating to listing and marketing the property and know that we can seek impartial information from the Government authority at [www.rea.govt.nz](http://www.rea.govt.nz).

We are aware that ownly has a complaints procedure documented on its website ([ownly.nz](http://ownly.nz)) and as part of this listing agreement.

We have been made aware that the Client may access the Real Estate Authority's complaints process without first using the Agent's in-house procedures and that any use of the in-house procedures does not preclude the making of a complaint to the Real Estate Authority.

We have given our permission for ownly's use of professionals' reports, neighbourhood information and other items including post-confirmation sale detail for marketing purposes and public disclosure.

We declare that this agency agreement and the supporting form entitled 'Property Information and Disclosure' have been accurately, honestly and correctly completed by us in all respects and that the contents of both documents can be freely disclosed to interested parties.

We have been given a copy of the ownly agency agreement thus enabling us or our solicitor adequate time to consider the terms and conditions prior to the expiry of the cool down period and/or the listing period starting. We understand that if this is an exclusive agency agreement we cannot work with other real estate agencies while it is in force unless agreed otherwise in writing with ownly.

We have not given consents to any neighbour for any proposed work, we do not know of any Council requisitions affecting this property, we have not withheld any known material information about the property and we are not aware of any non-declared defects in or on the property, above or below ground that would affect its weather tightness, durability or habitability (including drug contamination)

We have been recommended that the Client can, and may need to, seek technical or other advice and information and a reasonable opportunity to do so was provided.

We have been advised and have had an explanation of the circumstances in which the Client could be liable to pay full commission to more than one Agent in the event a transaction is concluded.

We have been advised when this agency agreement comes to an end.

We made aware of the Agent's disclosure obligations as set out in clause 18

We acknowledge that we have been recommended to seek professional advice (tax and legal advice) before entering into any negotiations, regarding the tax treatment of a transaction so that we understand the tax and legal consequences of any proposed allocation.

We accept and understand the Agency agreement terms and conditions and accept that we are signing a legally binding agreement.

Before we signed this Agency Agreement any questions we raised with the agent were properly addressed to our full satisfaction.



## Real Estate Agency Agreement Residential & Lifestyle Property

### Signatures and details required

If the owner is a Company, all Directors must sign. If the owner is a Trust, all Trustees must sign.

One Director or one Trustee can sign on behalf of the other Director(s) or Trustee(s) if a letter is sighted authorising one specific party to sign for another.

Identification: Photographic and other types of evidence of identification are required for all signatories to this listing agreement and their beneficiaries to enable ownly to meet its legal obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. That information must be collected by the ownly salesperson and will be recorded on another form. The launch of this listing is dependent on seller-provided identification information being received and approved. ownly reserves the right to cancel this agreement and its associated marketing material without notice should identification information acceptance be withdrawn or become doubtful at any time and to advise the authorities as required by the relevant legislation.

	12/03/2024
Signed by the Client(s) or authorised person	Date
Seller / Trustee / Director / Agent	
Amos Thomas	
Full Name	
	12/03/2024
Signed by the Client(s) or authorised person	Date
Seller / Trustee / Director / Agent	
Ashley Thomas	
Full Name	
	12/03/2024
Signed by the Client(s) or authorised person	Date
Seller / Trustee / Director / Agent	
Sheldon Thomas	
Full Name	
	12/03/2024
Signed by the Client(s) or authorised person	Date
Seller / Trustee / Director / Agent	
Daniel Thomas	
Full Name	
	13/3/2024
Signed by the Agent(s) or authorised person	Date



**Marketing Order Form** Residential & Lifestyle Property**Payment of expenses:**

In addition to and separate from the commission, the Client agrees to pay the Agent the sum of: \$ 3,125.00 including gst for optional advertising and marketing of the Property.

This order form is also a GST Invoice:

ownly Limited GST # 134-404-280

Property Address 458 Carrington Street, Vogeltown

**Marketing Package Selection**

Package The move package Cost \$ 3,125.00

**Individual Marketing Items**

Item: <u>NPDC Council File</u>	Cost \$ <u>30.00</u>
Item: <u>Base Marketing Fee</u>	Cost \$ <u>400.00</u>
Item: <u>McK Photos and Video (*Special Darrell Paterson Pricing)</u>	Cost \$ <u>697.00</u>
Item: <u>Properti - Google Display Network Campaign</u>	Cost \$ <u>50.00</u>
Item: <u>Box Brownie Floor Plan</u>	Cost \$ <u>51.00</u>
Item: <u>Property Books - 30 Premium Brochures and 80 DLE cards</u>	Cost \$ <u>90.00</u>
Item: <u>Sign and Installation</u>	Cost \$ <u>50.00</u>
Item: <u>Realestate.co.nz - Silver Package (*Special Darrell Paterson Pricing)</u>	Cost \$ <u>299.00</u>
Item: <u>Trade Me - Platinum Package (*Special Darrell Paterson Pricing)</u>	Cost \$ <u>909.00</u>
Item: <u>Real ID AML Process</u>	Cost \$ <u>109.00</u>
Item: <u>Stuff Homed Full Page Ad</u>	Cost \$ <u>400.00</u>
Item: <u></u>	Cost \$ <u></u>
Item: <u></u>	Cost \$ <u></u>
Item: <u></u>	Cost \$ <u></u>
Item: <u></u>	Cost \$ <u></u>

Total payable via internet banking \$ 3,125.00

If payable via credit card surcharge is 3.2%, multiply above by .032 \$ 100.00

TOTAL payable via credit card \$ 3,225.00

**Account for payment** ownly Limited BNZ : 02-0733-0230882-002

Please note: For easy identification please use your property address as a reference on the payment, Thank you.

**Credit card payments**

Card type Visa ☐ Mastercard ☐ Amex ☐

Card number  Expiry date  CSV

Signed by the Cardholder

Date

Full Name

**Payment arrangements** Unless alternate arrangements are made, listings **cannot be launched** until payment has been received

Arrangement Notes:

Thomas

Signed by the Vendor in agreement

13/03/24

Date



POWERED BY

**Ownly**

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move.



0274 937 134



darrell@bestmove.co.nz



bestmove.co.nz