

# PROPERTY INFORMATION

A

+ S

**AMY + SHAR**

021 077 9945 / 027 555 0654

[amy@asrealestate.co.nz](mailto:amy@asrealestate.co.nz)

[shar@asrealestate.co.nz](mailto:shar@asrealestate.co.nz)

# STATEMENT OF PASSING OVER

This information has been supplied by the vendor or third party. A+S (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice.

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**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1041494**  
**Land Registration District** **Canterbury**  
**Date Issued** 26 April 2022

**Prior References**  
1020483

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**Estate** Fee Simple  
**Area** 2100 square metres more or less  
**Legal Description** Lot 130 Deposited Plan 572849  
**Registered Owners**  
James Stanley Alan Cass and Robyn Louise Winger

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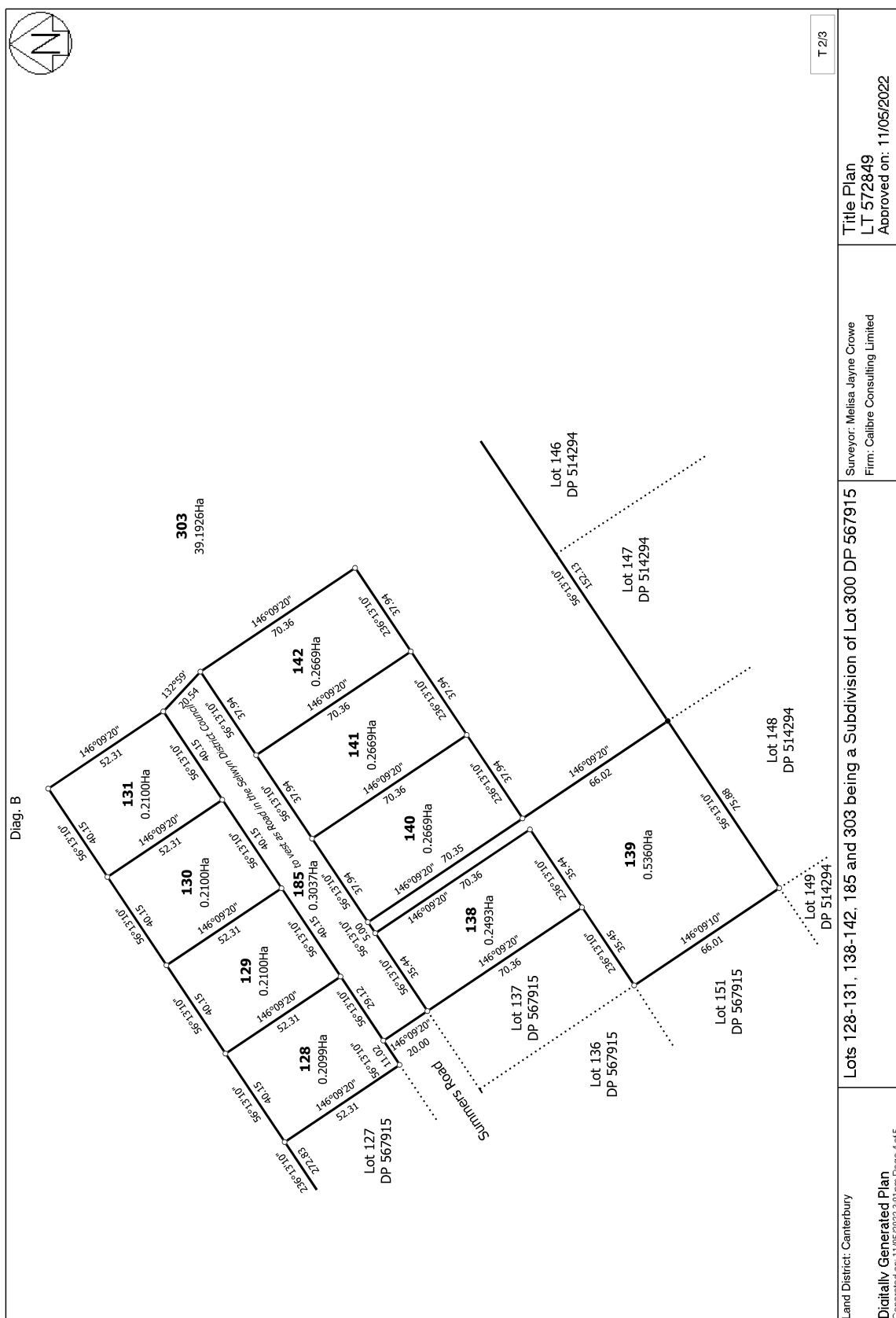
**Interests**

Appurtenant hereto is a right of way, right to convey water, electric power and telephonic communications specified in Easement Certificate 795871.10 - 30.3.1989 at 10:06 am

The easements specified in Easement Certificate 795871.10 are subject to Section 309 (1) (a) Local Government Act 1974 12394808.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 26.4.2022 at 12:41 pm

Land Covenant in Covenant Instrument 12394808.6 - 26.4.2022 at 12:41 pm

12503950.1 Mortgage to Westpac New Zealand Limited - 13.7.2022 at 9:39 am



**EASEMENT CERTIFICATE****795871.10 EC**

Canterbury

Land Registry Office

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

**XX** ROBERT REID & SONS LIMITED a duly incorporated company having its registered office at Christchurch

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Christchurch on the day of 19 under No. 53747 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

**SCHEDULE 'A'**

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
27K/1217	Right of Way, Right to convey water electric power and telephonic communi- cations	4	A	2

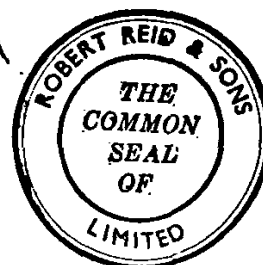
1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 21<sup>st</sup> day of March

1989

Signed by the above-named ROBERT REID & SONS LIMITED  
in the presence of



Witness

Director

Occupation

Director/Secretary

Address

Correct for the purposes of the Land Transfer Act

*[Signature]*  
Solicitor for the Registered Proprietor

## SCHEDULE 'B'

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

### 1. Rights and Powers:

In addition to the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 the full, free, uninterrupted and unrestricted rights, liberty and privilege for the Grantee and his tenants (in common with the Grantor, his tenants and any other person lawfully entitled so to do) from time to time and at all times to convey electric power and telephonic communication across the land over which the easement is granted or created together with the full free uninterrupted and unrestricted right, liberty and privilege for the grantee and his tenants (in common with the Grantor his tenants and any other personal lawfully entitled so to do) for the purposes aforesaid:

- (a) To us any electric power cables and supply wires of all descriptions already laid or any electric power cables and supply wires as aforesaid in replacement or in substitution for all or any of such electric power cables and supply wire aforesaid.
- (b) Where no such electric power cables and supply wires as aforesaid exist to lay, place, maintain, construct and erect or to have laid, placed, maintained constructed or erected such electric power cables and supply wires as aforesaid as may be respectively required for such of the aforesaid purposes under the surface of the land over which the easement is granted or created and along such line as may be defined for such purpose or purposes.
- (c) In order to construct or maintain the efficiency of any such electric power cables and supply wires as aforesaid the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, his tenants, servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspecting, repairing, maintaining and renewing such electric power cables and supply wires as aforesaid or any part thereof and of opening up the soil of that land to such an extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

Ry.B.L.  
A.A.

**SCHEDULE 'C'**

**2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:**

- ITW
- (a) THE cost and expenses of maintaining, inspecting, renewing, replacing or repairing the rights of way ~~sewage pipes~~, water pipes, power cables and supply wires shall be borne by the registered proprietor or registered proprietors of the tenements using the same in the proportion which such rights are used by each of the registered proprietor or registered proprietors and so that no registered proprietor shall bear the cost of any such part which is not used by him.
  - (b) IF the need for such maintenance, inspection, repairing, renewing or replacing becomes necessary through the omission, neglect or default of any one or more of the registered proprietor or registered proprietors then such registered proprietor shall bear the whole of the cost of such repair or maintenance.
  - (c) IF any dispute shall arise between any one or more of the registered proprietors as to the cost or type of formation of the said rights of way, sewage pipes, water pipes, power cables and supply wires or otherwise arising out of or touching or concerning these presents then such dispute shall be referred to arbitration under the provisions of the Arbitration Act 1908 and its amendments or statutory re-enactment.

TU/317

RGR  
R.R.

.....1...16...187...





# View Instrument Details



<b>Instrument No</b>	12394808.5
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	26 April 2022 12:41
<b>Lodged By</b>	Hansen, Tessa Christine
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991



**Toitū Te Whenua**  
**Land Information**  
**New Zealand**

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<b>Affected Records of Title</b>	<b>Land District</b>
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1041492	Canterbury
1041493	Canterbury
1041494	Canterbury
1041495	Canterbury
1041496	Canterbury
1041497	Canterbury
1041498	Canterbury
1041499	Canterbury
1041500	Canterbury

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**Annexure Schedule** Contains 1 Pages.

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## Signature

Signed by Christine Darling as Territorial Authority Representative on 14/04/2022 10:44 AM

**\*\*\* End of Report \*\*\***



www.selwyn.govt.nz

IN THE MATTER of the Resource Management  
Act 1991

AND

IN THE MATTER of Resource Consent 175060,  
175541, 215058 & 215827 and  
Deposited Plan 572849

**CONSENT NOTICE PURSUANT TO S.221 RESOURCE MANAGEMENT ACT 1991**

To: The District Land Registrar  
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

*"That this allotment is subject to a restricted water supply of 3.5m<sup>3</sup>/day. This will require the installation of an appropriately sized water storage tank at building consent stage."*

AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

**DESCRIPTION OF LAND**

All those pieces of land being Lots 128 – 131 and 138 – 142 DP 572849 as held in Records of Title 1041492 – 1041500.

DATED this 3rd day of March 2022

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'M. J. [unclear]'. The signature is written over a horizontal line.

\_\_\_\_\_  
Authorised Officer

# View Instrument Details



**Instrument No** 12394808.6  
**Status** Registered  
**Date & Time Lodged** 26 April 2022 12:41  
**Lodged By** Hansen, Tessa Christine  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
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1041492	Canterbury
1041493	Canterbury
1041494	Canterbury
1041495	Canterbury
1041496	Canterbury
1041497	Canterbury
1041498	Canterbury
1041499	Canterbury
1041500	Canterbury

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**Annexure Schedule** Contains 5 Pages.

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## Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Christine Darling as Covenantor Representative on 14/04/2022 10:44 AM

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## Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Christine Darling as Covenantee Representative on 14/04/2022 10:44 AM

\*\*\* End of Report \*\*\*

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Ascot Park Limited

Covenantee

Ascot Park Limited

Grant of Covenant

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A  
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 572849	1041492, 1041493, 1041494, 1041495, 1041496, 1041497, 1041498, 1041499, 1041500	1041492, 1041493, 1041494, 1041495, 1041496, 1041497, 1041498, 1041499, 1041500

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Covenant rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required.*

*Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1].

## Form L

## Annexure Schedule 1

Page 1 of 3 pages

*Insert instrument type***Land Covenant**

It is the Covenantor's intention to create for the benefit of the Benefited Land, the covenants over the Burdened Land as described in this Annexure Schedule 1. The Burdened Land shall be bound by the covenants and conditions set out in this Annexure Schedule 1 so that the covenants and conditions run with the Burdened Land for the benefit of the Benefited Land.

**1 Land Covenants**

1.1 The Covenantor for itself and its successors in title hereby covenants and agrees with the Covenantee and its successors in title for the benefit of the Benefited Land that:

1.1.1 The Covenantor shall not erect (or permit or suffer to be erected) on the Burdened Land:

- (a) Any building or structure unless the building plans (including the site plan and specifications) have first been approved in writing by Ascot Park Limited or its nominee whose decision in the matter shall be final.
- (b) Any re-locatable, pre-built or kit-set building or any building containing second-hand materials (other than second-hand recycled bricks).
- (c) Any building with external cladding (except cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanized steel or similar materials.
- (d) Any building with unfinished exterior walls or doors (except where cedar cladding or decorative brick/stone are used).
- (e) Any fence or boundary wall containing cement board sheets or panels, corrugated iron or metal sheeting.
- (f) Any building roof of any material other than tiles (clay, ceramic, concrete decramastic or pre-coated steel) or pre-painted long run pressed steel, or exterior cladding or material other than clay bricks, stained timber weatherboard, concrete block masonry, stone, stucco, solid plaster or glazing or a combination of the above.
- (g) Any dwelling house including garage having a covered-in floor area of 185m<sup>2</sup> unless a dwelling house of a smaller area has been approved in writing by Ascot Park Limited or its nominee whose decision in the matter shall be final.

1.1.2 The Covenantor shall not:

- (a) Subdivide or permit to be subdivided the Burdened Land unless such subdivision has been approved in writing by Ascot Park Limited or its nominee whose decision in the matter shall be final. For the purposes of this clause "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991 provided however that any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
- (b) Permit or suffer the Burdened Land to be occupied or used as a residence by either the erection of temporary structures or the placing on the Burdened

## Form L

## Annexure Schedule 1

Page 2 of 3 pages

*Insert instrument type*

Land Covenant

Land of caravans and/or vehicles used for residential purposes.

- (c) Use the Burdened Land as a residence before the dwelling house has been substantially completed in accordance with the terms of this Land Covenant and the requirements of the Selwyn District Council.
- (d) Permit or suffer any rubbish, noxious substances, noxious animals and or birds or animals likely to cause a nuisance or annoyance to the neighbouring occupiers to accumulate and/or be placed upon the Burdened Land, or permit grass and/or other vegetation to grow to excess such as to become unsightly.
- (e) Place, permit to be placed or store any shipping container on the Burdened Land PROVIDED THAT the Covenantor shall be permitted to place a shipping container on the Burdened Land (for storage purposes only) for the duration of the build of the dwelling on the basis that any shipping container must be removed from the Burdened Land within 3 months of the date of practical completion of the dwelling or 12 months from the date of commencement of the building of the dwelling, whichever is earliest.
- (f) Permit the keeping of any pigs or the keeping of more than ten (10) fowls on the Burdened Land.
- (g) Permit any construction unless the building site complies with the Health and Safety at Work Act 2015, at all times.

## 2 Fencing

- 2.1 The Covenantor will not call on Ascot Park Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any two Burdened Land properties provided that this covenant will not continue for the benefit of any subsequent registered owner of any adjoining Burdened Land properties.

## 3 Default

- 3.1 If there shall be any breach or non-observance on the Covenantor's part of the covenants contained in this Covenant Instrument (and without prejudice to any other liability which the Covenantor may have to the Covenantor or any other person having the benefit of these covenants) the Covenantor will upon written demand being made by Ascot Park Limited or their nominee or any of the registered proprietors of the Benefited Land:
  - 3.1.1 Pay to each Covenantor (or other person having the benefit of these covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day that such breach or non-observance of the covenants contained in this Covenant Instrument continues after the date upon which written demand has been made;
  - 3.1.2 Immediately remove or cause to be removed any building fence or other structure or thing erected or placed on the Burdened Land in breach or non-observance of the foregoing covenants; and

## Form L

## Annexure Schedule 1

Page 3 of 3 pages

*Insert instrument type***Land Covenant**

3.1.3 Replace any building materials so as to comply with these covenants.

3.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the covenants which occur while they are registered as the proprietor of the Burdened Land.

3.3 The Covenantor will not have any claim in damages against Ascot Park Limited on account of any refusal to grant or the grant of any approval under this Covenant Instrument or for transferring or assigning of its interest and right to grant or withhold approvals as provided herein and such transferee or assignee fails to observe those obligations.

**4 Disputes**

4.1 If a dispute arises in relation to this Covenant Instrument:

4.1.1 The party initiating the dispute must provide full written particulars of the dispute to the other party;

4.1.2 The parties must promptly meet and in good faith try to resolve the dispute;

4.1.3 Subject to clause 4.2 if the dispute is not resolved within 10 days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Canterbury Westland Branch of the New Zealand Law Society.

4.2 Notwithstanding clause 4.1.3 if any dispute arises in relation to this Land Covenant including as to what may constitute a breach or as to matters of interpretation of this Land Covenant whilst Ascot Park Limited is the owner of any Benefited Land then the same shall be referred to Ascot Park Limited for resolution whose decision shall be final.

**5 No Termination**

5.1 The Covenantor may not determine this Land Covenant for breach of any provision in this instrument (whether express or implied) or for any other cause, it being the intention of the parties that the covenants created herein shall subsist for all time unless they become obsolete or are surrendered.



# Land Information Memorandum **L251465**

## Application

A + S Real Estate Limited  
41E South terrace  
Darfield 7510

<b>No.</b>	L251465
<b>Application date</b>	30/06/2025
<b>Issue date</b>	10/07/2025
<b>Phone</b>	02040801668

## Property

<b>Valuation No.</b>	2420011038
<b>Location</b>	56 Summers Road
<b>Legal Description</b>	LOT 130 DP 572849
<b>Owner</b>	Winger Robyn Louise and Cass James Stanley Alan
<b>Area (hectares)</b>	0.2100

The certificate of title submitted with this application, shows easements, covenants, encumbrances or caveats registered on the title, for further information a copy of these can be obtained from Land Information New Zealand 112 Tuam Street.

## Rates

### Rateable Value

The date of Selwyn's last General Revaluation was 1/09/24. For further information please contact Council's Rates Department.

<b>Revaluation Year</b>	2024
<b>Land</b>	\$ 340,000
<b>Capital Value</b>	\$ 1,200,000
<b>Improvements</b>	\$ 860,000

### Current Rates Year 2025 to 2026

<b>Annual Rates</b>	\$ 8,656.80
<b>Current Instalment</b>	\$ 2,164.20
<b>Current Year - Outstanding Rates</b>	\$ 2,164.21
<b>Arrears for Previous Years</b>	\$ 0.01
<b>Next Instalment Due</b>	15/09/25

Next Revaluation Due 2027.

The rates listed for this property are correct as at the date of this report being issued.

If this property is vacant land, and the applicant intends building a house or making other improvements, additional rates and charges will be added. Such rates and charges are for the operation of the District libraries, local community centre and recreation reserves, sewerage and water systems and refuse collections and recycling.

If a ratepayer in the district purchases additional properties, that ratepayer maybe eligible for certain rating exemptions due to multiple ownership. The exemptions would only apply to uniform library charges on bare land blocks and an exemption from the uniform annual general charge if contiguous or same use land is purchased.

Please contact the Councils rates team if you require clarification on 0800 SELWYN (735 996).

Note: Rates are charged in four equal instalments for the period commencing 1 July and ending 30 June each year.

## **Planning/Resource Management**

### **Partially Operative District Plan: LLRZ**

#### **Operative District Plan Zoning: Darfield Living 2**

The Council has undertaken a review of the Operative District Plan and through this process it has developed a New District Plan ('The Partially Operative District Plan') which provides clear objectives, policies and rules to manage the effects of land use activities on the environment, but also sets a clear direction for our district's development and reflects our communities' needs and expectations. It also incorporates any changes in legislation, national and regional policy statements, environmental standards and other regulations.

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 6<sup>th</sup> of October 2023 and the Council released the Appeals Version of the Partially Operative District Plan on 27<sup>th</sup> November 2023. Many provisions in Partially Operative District Plan are now beyond challenge and are operative/treated as operative (pursuant cl 103 of Schedule 1 and s86F of the Resource Management Act (1991)). The Operative District Plan now only applies where a relevant provision in the Partially Operative District Plan remains subject to appeal. For more information visit <https://www.selwyn.govt.nz/property-And-building/planning/strategies-and-plans/selwyn-district-plan/selwyn-district-plan-review>

15/03/24	<p>Resource Consent 245158</p> <p>To Change Condition 2 Of Rc225353 To Change Staging Boundaries, Services And To Reflect Changes To The Zoning</p> <p>Decision Notified 29/04/24</p> <p>Granted By Independent Commissioner(S) 29/04/24</p>
20/05/22	<p>Resource Consent 225353</p> <p>To Undertake A 221 Lot Residential Subdivision In Stages (Replacing Rc175060)</p> <p>Section 224 Issued 6/06/25</p> <p>Granted By Local Authority Officer 22/09/22</p>
24/03/22	<p>Resource Consent 225340</p> <p>Global Resource Consent For Sewer Connections Within The Ascot Park Subdivision</p> <p>Decision Notified 16/05/22</p> <p>Granted By Local Authority Officer 16/05/22</p>
15/10/21	<p>Resource Consent 215827</p> <p>Variation - To Change Conditions 33 And 36 Of Rc175060 As Varied By Rc215058</p> <p>Decision Notified 17/11/21</p> <p>Granted By Local Authority Officer 17/11/21</p>
2/02/21	<p>Resource Consent 215058</p> <p>Variation - To Change Condition 2 Of Resource Consent Rc175060 Relating To Staging</p> <p>Decision Notified 3/06/21</p> <p>Granted By Local Authority Officer 3/06/21</p>
22/09/17	<p>Resource Consent 175541</p> <p>Variation To Change Conditions Amending Condition 35 Of 175060.</p> <p>Section 224 Issued 11/12/17</p> <p>Granted By Local Authority Officer 5/10/17</p>

7/02/17	Resource Consent 175060 Replacement Of Rc155026 . To Undertake A Subdivision To Create 171 Residential And 1 Business Lot. Section 223 Approval 27/06/23 Granted By Local Authority Officer 15/03/17
19/01/15	Resource Consent 155026 To Carry Out 171 Lot Subdivision In 7 Stages. Ascot Park. See L/U 155027. Lapsed 3/03/20 Granted By Local Authority Officer 16/02/15
19/01/15	Resource Consent 155027 To Undertake Earthworks Associated With S/D 155026. Ascot Park. Decision Notified 16/02/15 Granted By Local Authority Officer 16/02/15

## Planning Notes

The information provided on this LIM has come from the information lodged against the property file/information and GIS at the time of processing. Please note that the resource consents, fill certificates and other relevant property files listed are based on what is available on our general property information, and that there may be other documents for the property which have not yet been added to the property record.

Resource Consents often contain a multitude of information and reports that are not ordinarily separately referenced or included in the LIM itself. Information identifying each (if any) special feature or characteristic of the land concerned, including but not limited to potential erosion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants.

Preliminary Site Investigation Reports, Detailed Investigation Site Reports and Geotechnical Reports are submitted as part of the subdivision Resource Consent Process it is not likely to be currently of relevance in relation to the "land concerned", otherwise it would be elsewhere noted on the LIM to the extent any issues still apply following subdivision).

Any resource applications or consents that may contain information relating to the land which is not otherwise included in the LIM, including Geotechnical, Environmental and other expert reports, can be obtained via Selwyn District Council Information Management team on [information.management@selwyn.govt.nz](mailto:information.management@selwyn.govt.nz)

DEV-DA1: This property has been identified in the Partially Operative District Plan as being located within a Development Area which spatially identifies and manages an area where additional place-based provisions may apply to subdivision and development. For further information visit <https://eplan.selwyn.govt.nz/review> or contact the duty planner on 0800 SELWYN (0800735996)

There is a consent notice on the Record of Title to this property. This records a condition/s of a subdivision consent which must be complied on an ongoing basis.

## Building

29/06/23	Building Consent 230976 Construction Of Outbuilding – 2 Bay Pole Shed Code Compliance Certificate Issued 17/10/23
8/06/22	Building Consent 220461 Construction Of Detached Dwelling- Single Storey With 4 Bedrooms, Study And Attached Garage, And A 2 Bedroom Minor Dwelling With Attached Garage Code Compliance Certificate Issued 18/04/23

Buildings erected prior to 1965 may not have a building permit record or had inspections carried out.

All building products and materials have a designed life, and must be maintained in accordance with the manufacturer's specifications.

In the case of building permits and building consents no further inspections have been carried out by the council since these structures were completed.

Any concerns of this nature should be referred to an organization that carries out property checks or the product manufacturers.

## Schedule 1 Exempt Building Work

Under section 42A of the Building Act 2004 building owners can carry out certain types of building work specified in Schedule 1 of the Building Act 2004 without need to obtain building consent approval. Where Council holds any information provided by a property owner in relation to exempt works undertaken on the property it is important to note that Council do not check or review the documentation for compliance, it is simply filed for record keeping purposes and not to satisfy any statutory obligation. Any information held of this nature has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

## Services

### Water

Council water scheme is available and connected.

This property has a restricted water supply connected to the Darfield Water Supply Scheme. For any further information, please contact [water.services@selwyn.govt.nz](mailto:water.services@selwyn.govt.nz).

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at <http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws>

The water supply for this property is restricted and rated at 3.5 Units. As a restricted supply you are required to have a minimum of 3 days on property tank storage. i.e. if you receive 2 units your minimum tank size will be 6000 litres.

Commercial properties are required to have an RPZ backflow device. This must be installed just inside the boundary of the property at the point of water supply – this backflow device will be owned by the property owner and will be maintained under the building compliance schedule in addition to any other on-site backflow devices deemed necessary by the building department.

If, during a Civil Defence emergency event the water supply is not operational, Council's immediate focus for its staff and resources will be to bring the supply back into operation. Depending on the size and scale of the event, it may be difficult to meet everyone's needs so property owners are asked to take personal responsibility for drinking water.

As a precaution, the Council would also recommend from a drinking water perspective that a property owner also has bottled water available to meet their immediate drinking water needs of all individuals living on the property for a 72hr period (the recommended amount is 4 litres of water per person per 24hrs).

For those properties not connected to a Council reticulated water supply, it is encouraged that the quality of the domestic water supply be regularly tested to ensure that it is to a potable standard. If the same water supply is also used for irrigation or stock water, check that there is a backflow protection device to prevent any contamination of water supply.

### Sewer

Council sewer scheme is available and connected.

### Stormwater

Stormwater to soak hole

This property may be located within an area covered by Environment Canterbury stormwater consent. It is the responsibility of the property owner to contact Environment Canterbury customer services to ensure that any activity undertaken on site complies with the relevant consent conditions.

Note – the above describes the current roof water disposal type and does not reflect the future situation, which should be determined as part of the subdivision (if applicable). For more information please contact Council.

**Copy of drainage plan attached.**

*If you have any questions about the Water, Sewage or Stormwater information above please contact the Selwyn District Council Water Department at 0800 SELWYN or [contactus@selwyn.govt.nz](mailto:contactus@selwyn.govt.nz)*

**Kerbside Waste Collections**

Council refuse, organic and recycling collection available on Thursday.

The Council provides refuse and recycling collection services for most residential and rural residential properties where these properties occur alongside maintained public roads. Private roads and Right of Ways (as maybe referenced in the Transportation Notes pertaining to this LIM) will not be directly serviced as these access ways are not usually of a sufficient standard to be used safely and efficiently by the collection vehicles. This could also apply to other public roads or streets that are narrow and/or have a lack of vehicle turning facilities. Rural and high country areas and settlements are not covered by regular collection services however localised refuse drop off facilities maybe available for use in specific areas. For further details and advice on refuse collection and recycling services as they may pertain to the property please phone the Council's Asset department on phone 3472 800.

**[Selwyn District Council - Collection Days & Routes](#)**

If your address shows “no results found”, this means

- your property is not serviced directly by kerbside collections, OR
- you have a new property and either:
  - o you have requested for your property to be added to the route and it is in the process of being added, OR
  - o you have not yet requested for your property to be added to the route, OR

Please contact Council for further detail.

## Land and Building Classifications

### Energy Infrastructure and Transport

None known

### Hazard and Risk

Reference: Plains Flood Management Overlay

This property is identified in the Partially Operative District Plan as being located within a Natural Hazard Overlay. For further information visit

<https://apps.canterburymaps.govt.nz/SelwynNaturalHazards/> or contact the duty planner on 0800SELWYN (0800735996)

Reference: Liquefaction Unlikely Overlay

This property is identified in the Partially Operative District Plan as being located within a Natural Hazard Overlay. For further information visit <http://eplan.selwyn.govt.nz/review> or contact the duty planner on 0800SELWYN (0800735996)

### Culture and Heritage

None known

### Natural Environment

None known

### District-wide matters

None known

### Area-specific matters

None known

### Land Notes

Land Notes: Central Plains Water Trust holds various resource consents to convey and apply irrigation water to land and to construct and operate a distribution network for the Central Plains Water Enhancement Scheme. Although this property is within the command area of the Scheme, it will not be directly affected by the distribution network.



Land Notes: For further information on the Central Plains Water Enhancement Scheme including relevant maps, please contact Selwyn District Council and/or Central Plains Water Limited.

Property owners can contact Central Plains Water Limited (CPW) to update their details on (03) 928 2960.

Land Notes: Council holds the following reports:

- 02/04/22 – Soil Bearing Investigation Report – Constructure Structural Engineering

Please contact our Information Management Team at [Information.Management@selwyn.govt.nz](mailto:Information.Management@selwyn.govt.nz) for further information.

### Listed Land Use Register (LLUR):

Hazardous activities and industries involve the use, storage or disposal of hazardous substances. These substances can sometimes contaminate the soil. Environment Canterbury identifies land that is used or has been used for hazardous activities and industries. This information is held on a publicly available database administered by Environment Canterbury called the Listed Land Use Register (LLUR). The Selwyn District Council may not hold information that is held on the LLUR, therefore, it is recommended that you check Environment Canterbury's online database at [www.llur.ecan.govt.nz](http://www.llur.ecan.govt.nz).

### Residential Swimming Pool

No pool registered to this property.

### Land Transport Requirement

Summers Road is a formed and sealed local road maintained by Selwyn District Council.

### Special Land Features

	NZS3604:2011	AS/NZS1170:2002
<b>Wind Region</b>	A	A7
<b>Snow Zone</b>	N4	N4 Sub-alpine
<b>Earthquake</b>	Zone: 2	Z Factor: 0.3
<b>Approximate Altitude (Amsl)</b>	190m	-
<b>Exposure Zone</b>	B	-

#### *Exposure Zone Descriptions*

Zone B: Low

Inland areas with little risk from wind blown sea-spray salt deposits

**Zone C: Medium**

Inland coastal areas with medium risk from wind blown sea-spray salt deposits. This zone covers mainly coastal areas relatively low salinity. The extent of the affected area varies significantly with factors such as winds, topography and vegetation.

**Zone D: High**

Coastal areas with high risk wind blown sea-spray salt deposits. This is defined as within 500 m of the sea including harbours, or 100 m from tidal estuaries and sheltered inlets.

**Flooding**

None known

**Alluvion**

None known

**Avulsion**

None known

**Erosion**

None known

**Land Fill**

None known

**Slippage**

None known

**Ground Water Level**

Not known

**Soil Type**

Lismore shallow silt loam

**Liquefaction and Subsidence**

None known

## Licences/Environmental Health

Vehicle Crossing VX230277

VX - Final Surfacing 4/04/23

## Network Utility Operators

Information related to the availability of supply, authorisations etc. (e.g. electricity or gas) can be obtained from the relevant Network Utility Operator.

## Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:

- a) Discharge consents.
- b) Well permits.
- c) Consents to take water.
- d) The existence of contamination and/or hazardous sites.
- e) Flooding.
- f) Clean air discharge compliance.

Further information may be obtained from Environment Canterbury by requesting a Land Information Request (LIR). To find out more contact the Environment Canterbury on 0800 ECINFO (0800 324 636) or at <http://www.ecan.govt.nz/>

2. The following further information is supplied on the basis set out in note 2 below.

## Notes

1. The information supplied in the sections of this report, other than 'Other Information', is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM document based on our current records we would appreciate your response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).
2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:
  - a) The information may be relevant to the purposes for which this report is obtained;
  - b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.

3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

Building owners can carry out certain types of building work without needing to obtain a building consent. This exempt building work is listed in Schedule 1 of the Building Act 2004.

It is the owners' responsibility to ensure that any exempt building work done complies with the Building Code and fits within the provisions of the schedule before they carry out the work.

Please note that Council do not check or review documentation for compliance where information on exempt work has been provided by a property owner to Council. This information is simply filed for record keeping purposes and not to meet any statutory obligation.

Any information of this nature held by Council has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.
6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.
7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.

Information Management Team

Date: 10 July 2025

# LIM Report Legend

## Base Layers

### Road

— Road

### Railway

—+— Railway

### District Boundary

--- District Boundary

### Township Boundary

--- Township Boundary

### Ratepayer Information

Ratepayer Information

### Parcels

Parcels

## PODP - Zones and Precincts

### Precincts

Commercial Precincts

Industrial Precincts

Airfield Precincts

Rural Precincts

## Zones

- Large lot residential zone
- Low density residential zone
- General residential zone
- Medium density residential zone
- Settlement zone
- General rural zone
- Neighbourhood centre zone
- Local centre zone
- Large format retail zone
- Town centre zone
- General industrial zone
- Special purpose zone

## Zone and Water Services

### Water\_pt

- EQUIPMENT - BORE
- EQUIPMENT \_ GENERATOR
- EQUIPMENT - SAMPLE TAP
- EQUIPMENT - OTHER
- FACILITY
- FIRE PLANT
- HYDRANT
- IRRIGATION
- NODE
- OBSOLETE
- SUPPLY POINT
- TANK
- VALVE

## Water\_In

- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE - TREATED
- PIPE - UNTREATED
- PIPE - SEWER
- SITE\_BOUNDARY

### Sewer\_pt

- CHAMBER
- EQUIPMENT
- FACILITY
- MANHOLE
- NODE
- VALVE

### Sewer\_In

- OUTLINE
- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE\_GRAVITY
- PIPE\_RISINGMAIN
- SITE\_BOUNDARY

## Storm\_pt

- CHAMBER
- EQUIPMENT
- FACILITY
- INLET/OUTLET
- MANAGEMENT
- MANHOLE
- NODE
- SOAKHOLE
- SUMP
- VALVE

### Storm\_In

- CHANNEL
- DIM LINE
- MANAGEMENT
- NON SDC SERICE
- OBSOLETE
- OUTLINE
- PIPE
- SITE\_BOUNDARY
- Soakhole w/Hoz Soakage
- StopBank

### Storm\_py

- CATCHMENTS
- CONSENT AREA
- GROUNDWATER LESS 6M
- OUTLINE OF BASIN
- RATED AREA

## Stormwater Management Area

- Stormwater Management Area

## West Melton Observatory Zone

- West Melton Observatory Zone

## Planning Zones

- High Country
- Port Hills
- Existing Development Area
- Living 1
- Living 2
- Living 3
- Living X
- Living West Melton (North)
- Living Z
- Deferred Living
- Business 1
- Business 2
- Business 3
- Inner Plains
- Outer Plains
- Malvern Hills
- Key Activity Centre
- Living West Melton (South)

## Liquefaction Drains and Water Race

- GATE
- Site
- WEIR

### CDrain\_pt

- GATE
- Site
- WEIR

## CDrain\_In

- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

### WRace\_pt

- DISCHARGE
- DIVIDE
- EQUIPMENT
- GATE
- GRILL
- HEADWALL
- MANHOLE
- NODE
- POND
- SHAFT
- SOAKHOLE

### WRace\_In

- AQUEDUCT
- CULVERT
- DIM LINE
- EMERGENCY DISCHARGE
- INTAKE
- LATERAL
- LOCAL
- MAIN
- OBSOLETE
- OUTLINE
- SIPHON
- TUNNEL

## SDC Cleaned

- SDC Cleaned

## Project Extent

- Project Extent

## Boundary Between Liquefaction Assessment Zones

- Boundary Between Liquefaction Assessment Zones

## Liquefaction Susceptibility

- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

## Ecan River Protection Scheme

- Properties Beside Rivers
- Halswell Staff Gauges
- Halswell Floodgates
- Halswell Drainage

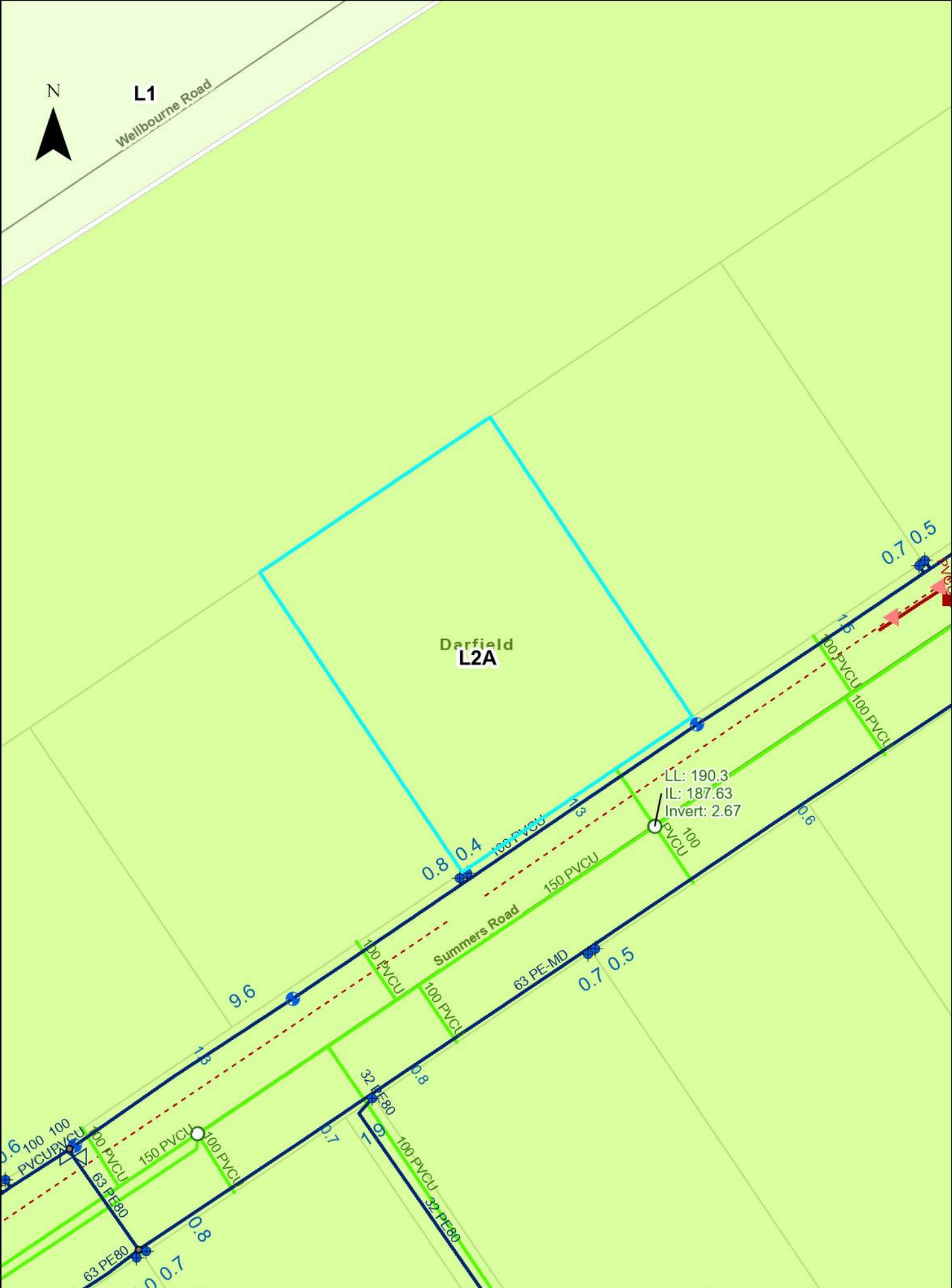
## Greendale Fault

- Greendale Fault 50m Buffer
- Fault Lines (GNS 2013)
- Folds (GNS 2013)

## Biodiversity

- Canterbury Plains SDC AB and C Classes
- Endangered Flora and Fauna
- Potentially Significant Sites
- Confirmed SNA Sites
- Significant Natural Areas (Final 115)

LIM REPORT - Zone and Water Services





## RESOURCE CONSENT INFORMATION

This document is one of three pages titled “Resource Consent Information” which should be read together.

- Because of the large number of resource consents only consents which fall within the red buffer as identified on the map have been included with this report.
- If further information is required please contact the Council’s Planning Department – Phone Direct 03 3472 868.
- Every effort is made by the Council to identify resource consent in proximity to the property subject to this LIM application. However, it is suggested that a site inspection be undertaken by prospective purchasers to identify any land uses of interest. These may include uses which have existing use rights or other uses which are permitted under the Council’s District Plan.

### Resource Consent Status Codes:

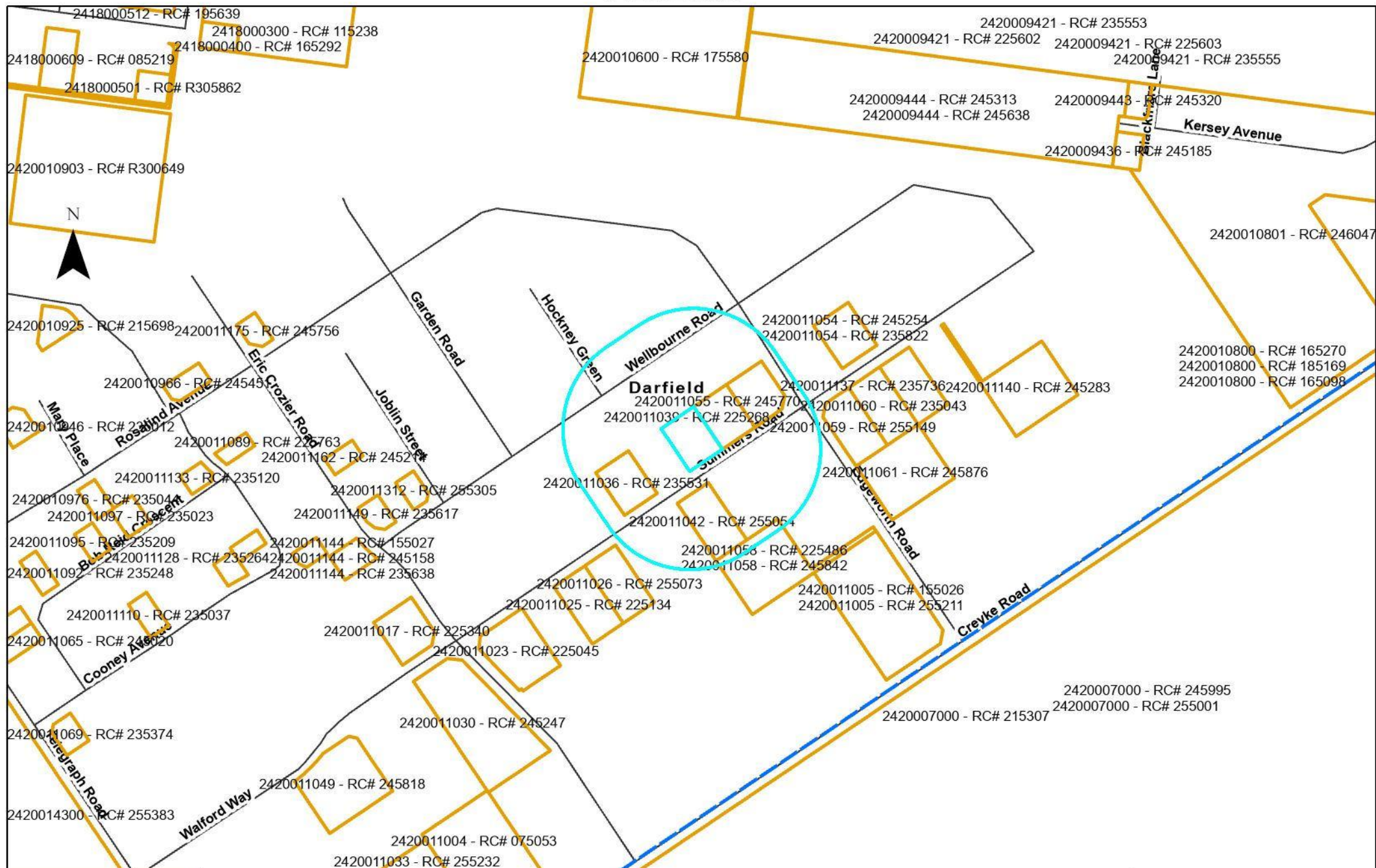
GHP	Granted by Hearing
GEC	Granted by Environment Court
GDEL	Granted by Delegation
GCOM	Granted by Commissioner
DCOM	Declined by Commissioner
DHP	Declined by Hearing
WD	Withdrawn application
AP	Approved
DC	Declined
Blank	No decision issued
DN	Decision Notified



ADN	Appeal Decision Notified
AE	Appeal expiry
AEC	Appeal Heard by Environment
AN	Abatement Notice
AR	Appeal received
ARI	Application returned incomplete
AWD	Appeal withdrawn
CC	Cancelled
CCI	Certificate Compliance Issued
D37	Deferred under s.37
D37E	s.37 deferral ends
D91	Deferred under s.91
D91E	s.91 deferral ends
ECDN	Environment Court Decision notified
FI	Further Information
FICR	Further Information request - no clock restart
FR	Formally received
HD	Hearing Date
HH	Hearing held
INV	Invoiced
IR	Information received
LAPS	Lapsed
LD	Lodged
LN	Limited Notified
LS	Lapsed
ODN	Objection decision notified
OH	On Hold
OR	Objection received

PA	Pre- application
PN	Publically notified
PS	Process suspended
RAD	Recommendation adopted by Council
RRA	Recommendation to required authority
S223	Section 223
S224	Section 224
SC	submissions closed
WAR	Written Approval Requested
WARE	Written Approvals Received

2420011038



Assessment_ID	RC Number	Proposal	Decision Date
2420011036	235531	To erect a shed with a non-complying road boundary setback	2023-12-15
2420011039	225268	To construct a vehicle crossing with a non-complying width	2022-05-10
2420011042	255054	DPBA - To erect a shed with a non-complying internal boundary setback.	2025-01-30
2420011055	245770	The application proposes to locate a structure (30,000L potable water tank not connected to the roof drainage system of the residential unit) within the minimum required internal boundary setback.	2024-10-11
2420011058	245842	To erect a residential unit with an attached minor residential unit over 70sqm	
2420011058	225486	To construct a dwelling and barn breaching maximum site coverage.	

## Form 7

### Code compliance certificate

*Section 95, Building Act 2004*

#### The building

Street address of building: 56 Summers Road, Darfield  
 Legal description of land where building is located: LOT 130 DP 572849  
 Building name: N/A  
 Location of building within site/block number: 56 Summers Road  
 Darfield  
 Level/unit number: 0  
 Current, lawfully established, use: 2.0 Housing: 2.0.3 Multi-unit Dwelling  
 Year first constructed: 2022

#### The owner

Name of owner: RL Winger & JSA Cass  
 Contact person: James Cass  
 Mailing address: 4 Asha Close, Rolleston  
 Street address/registered office: N/A  
 Phone number: Landline: N/A Mobile: 0274490811  
 Daytime: Landline: N/A Mobile: 0274490811  
 After hours: Landline: N/A Mobile: 0274490811  
 Facsimile number: No information provided  
 Email address: cass\_j@icloud.com  
 Website: No information provided  
 First point of contact for communications with the council/building consent authority:

#### Building work

Building consent number: BC220461  
 Description: Construction of detached dwelling- single storey with  
 4 bedrooms, study and attached garage, and a 2  
 bedroom minor dwelling with attached garage

Amendment 1: STC56 Acoustic door to a 30/30 fire  
 door. Issued under section 67 of the Building Act  
 2004. Waiver of NZBC provision G6.3.1.  
 Issued by: Selwyn District Council

#### Code compliance

The building consent authority named below is satisfied, on reasonable grounds, that - the building work

complies with the building consent.

Signature: Carl Greening

Position: Building Surveyor Residential Inspection

On behalf of: Selwyn District Council

Date: 18 April 2023

## Form 7

### Code compliance certificate

*Section 95, Building Act 2004*

#### The building

Street address of building: 56 Summers Road, Darfield  
Legal description of land where building is located: LOT 130 DP 572849  
Building name: N/A  
Location of building within site/block number: 56 Summers Road  
Darfield  
Level/unit number: 0  
Current, lawfully established, use: 7.0.1 Outbuildings  
Year first constructed: 2023

#### The owner

Name of owner: JSA Cass & RL Winger  
Contact person: James Cass  
Mailing address: PO Box 86010, Rolleston West, Rolleston  
Street address/registered office: N/A  
Phone number: Landline: N/A Mobile: 0274490811  
Daytime: Landline: N/A Mobile: 0274490811  
After hours: Landline: N/A Mobile: 0274490811  
Facsimile number: No information provided  
Email address: cass\_j@icloud.com  
Website: No information provided  
First point of contact for communications with the council/building consent authority:

#### Building work

Building consent number: BC230976  
Description: Construction of outbuilding – 2 bay pole shed  
  
Amendment 1: Change of orientation & siting  
Issued by: Selwyn District Council

#### Code compliance

The building consent authority named below is satisfied, on reasonable grounds, that - the building work complies with the building consent.

Signature: Carl Petersen

Position: Building Surveyor Commercial Multi

On behalf of: Selwyn District Council

Date: 17 October 2023





DATE: 25/11/22

GRANT WOOSTER REGO # 19643 BCN #

**ADDRESS:**

220461

56 Summers Road Dorfield

## RODDING POINTS

**\*\*NOT TO SCALE\*\***

SEWER

GRADE 1: 100

SEWER DEPTH AT BOUNDARY.

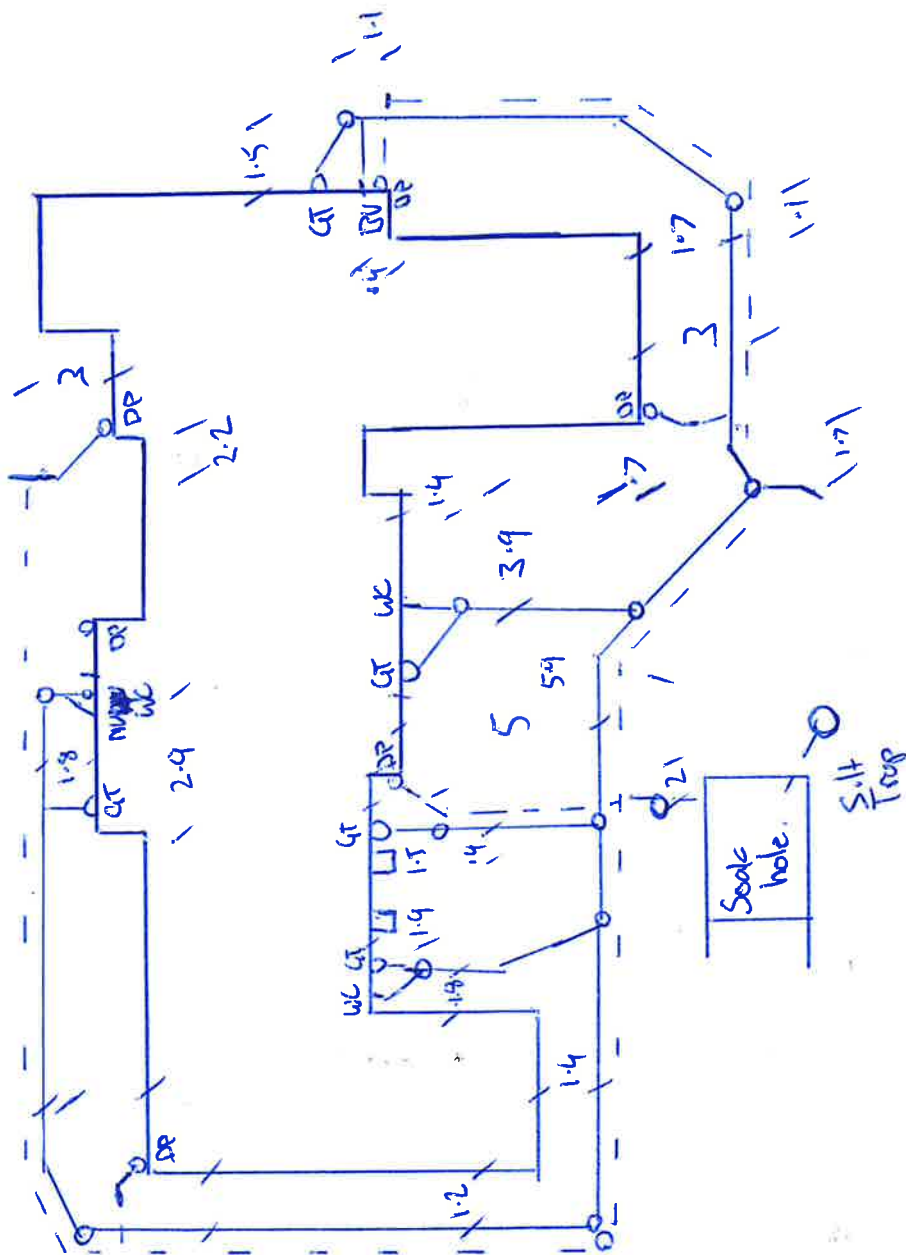
## RODDING POINTS

**\*\*NOT TO SCALE\*\***

## STORMW

GRADE 1: 100

WATER DEPTH AT BOUNDARY:



**KEY**

SEWER

## STORMWATER

## INSPECTION

## RODDING POINTS

**\*\*NOT TO SCALE\*\***

SEWER  
STORMWATER

GRADE 1: 100

SEWER DEPTH AT BOUNDARY  
WATER DEPTH AT BOUNDARY



## **IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS**

### **STREET TREES AND IRRIGATION**

The Selwyn District Council would like to make all new home/land owners and their contractors aware of the process of gaining approval to relocate/remove street trees, or alter Council irrigations systems.

In some areas of the Selwyn District, various types of linked dripper irrigation systems are installed to water establishing street trees. In some cases, the system has not been installed very deep in the ground. It is particularly important that any contractors who are going to be excavating within road berms are aware of this and excavate carefully to locate irrigation lines or drippers, or seek assistance from Council as to their presence/location before excavating. Similarly, care should be taken when excavating near street trees to avoid damage to tree roots.

The developer has put a lot of effort into enhancing the streetscape and providing an attractive environment within your subdivision. It is accepted that in some cases when a new home is built, a planted street tree and associated irrigation system may need to be shifted or removed to facilitate vehicle access to the site. Upon formal request, Council will consider giving approval for such changes to the initial planting plan or irrigation system on a case by case basis, after exploring all alternative options available.

Where it has been qualified that trees can be removed or relocated and/or an irrigation system needs to be shifted, then these works are to be organised by Council and/or the Developer and carried out by one of their approved contractors. All costs associated with these works are to be borne by the requesting land owner.

Please be aware, that in some situations, street trees can be removed and landscaping in a subdivision might still be under the management of the developer. In such cases, Council should still be contacted in the first instance, who will forward the request onto the developer for a response.

The following procedure is to be followed by a land owner who is wanting to request removal or relocation of a street tree and/or associated irrigation systems, in order to facilitate vehicle access to their property.

Requests for the removal or shifting of a tree must be made in writing to the Council Reserves Department stating:

- Street address of the property and the lot number;
- Name of the contact person;
- Contact details;
- Reason for the tree to be removed

On receipt of this formal request, Council staff will assess the following:

- Quality of the tree and whether or not the tree can successfully be moved;
- Whether an irrigation system is present and also needs shifting or decommissioning;
- Any conditions of sale by the developer;
- Any Resource Consent conditions;
- Streetscape theme and amenity value contribution of the tree.

If a tree is not able to be shifted and has to be removed, the landowner may also be required to pay for the cost to plant another tree of the same species and of similar size within the road berm as a replacement.

If an agent of the land owner makes the request to Council, then the agent is deemed to be the person responsible for the payment of all expenses relating to this procedure.

#### CARE FOR ESTABLISHING STREET TREES

Although the Developer and/or Council endeavours to water in newly planted street trees during their initial establishment years, the public is encouraged to assist with watering trees on your road berm. Establishing a tree in an urban environment faces many challenges so give your tree the best chance of reaching its full potential and value.

Council implements an annual programme of street tree inspections and maintenance throughout the district. Street tree maintenance is the responsibility of the Council, who employs a contractor to provide arboricultural services. It is critical that any other tree maintenance required is undertaken by our appointed contractor to ensure consistency in both quality and tree form.

Please contact us by lodging a Service request if your tree requires any tree maintenance.

Thank you for your assistance and co-operation

Reserves Maintenance Staff  
**Selwyn District Council**

# Be water wise



Reducing water use is important as Selwyn households tend to be high users of water. Residential properties connected to a Council supply used an average of 1,470 litres of water per day in 2012/13 and 1,386 litres per day in 2011/12. As a comparison, typical household use in New Zealand is around 675 litres per day.

Part of the reason why Selwyn households have higher water consumption is because properties tend to have large sections and over dry summers water use can increase

significantly. Additional bores can be added to increase the capacity of Council water supplies, but this is costly and unsustainable.

Over summer, demand for water is much higher than in winter, as people use more water to maintain their lawns. When demand for water is very high during dry summers, water restrictions can be introduced if necessary.

Demand is especially high at the peak times of 6–9am in the morning and 4–9pm in the evening, when people

use water for cooking, washing and dishwashers, and often water their lawns at the same time.

We are asking everyone to be careful about how they use water, especially in summer when there is more demand for water. Some areas like Rolleston and Darfield also pay for their water based on metered use so reducing your water consumption will mean you spend less on water bills.

## How much water do you use?

This chart shows the amount of water typically used for different household activities. Once you know where your water is going, you can think about how you could reduce your water use. If your water is metered and billed this will help reduce how much you spend on water.

Kitchen—Activity	Water used	Buckets
Dishwashing by Hand	12 to 15 litres per wash	1–1½
Dishwasher	20 to 60 litres per wash	2–6
Drinking, Cooking, Cleaning	8 litres per person	¾–1
Bathroom—Activity	Water used	Buckets
Toilet	4.5 to 11 litres per flush	½–1
Bath	50 to 120 litres (half full)	5–12
Shower (8 minutes)	70 to 160 litres per 8 minutes	7–16
Handbasin	5 litres	½
Tap Running (Cleaning teeth, washing hands)	5 litres	½
Leaking Tap	200 litres	20
Laundry—Activity	Water used	Buckets
Washing Machine (Front loading)	23 litres per kg of dry clothing	4–5
Washing Machine (Top Loading)	31 litres per kg of dry clothing	5–6
Outside—Activity	Water used	Buckets
Hand Watering by Hose	600 to 900 litres per hour	60–90
Garden Sprinkler	Up to 1500 litres per hour	150
Car Wash with Hose	100 to 300 litres	10–30
Filling Swimming Pool	20,000 to 50,000 litres	2,000–5,000
Leaking Pipe (1.5mm hole)	300 litres per day	30





## Tips for managing your water use

**You can help manage your water consumption wisely by following these tips:**

### Your garden and lawn

- Water your garden and lawn every few days rather than every day. Wetting the soil surface every day encourages roots to develop at the surface, making them more vulnerable to hot dry spells.
- Water your garden and lawn outside of peak water usage hours (avoid 6am–9am, and 4pm–9pm). Watering in the early morning (before 6am) or late evening (after 9pm) will minimise evaporation loss. Also avoid watering in a Nor' West wind as the water will quickly evaporate.
- Using a watering can or hand watering plants by hose often uses far less water than a sprinkler.
- Use a timer to avoid overwatering as it makes plants more susceptible to fungus diseases and will leach out soil nutrients.
- Use mulch or cover the soil with a layer of organic matter to keep the soil moist. Mulches help protect plant roots from drying effects of sun and wind and also reduce weed growth.

- Check if the soil needs watering by digging down with a trowel and having a look. This is a more accurate way to see if watering is needed than looking at the surface.
- Check you have the right head for your sprinkler. Sprinklers should apply water gently so that it seeps into the soil. Some sprinklers apply water faster than the soil can absorb.
- When planting choose drought resistant plants that don't require a lot of water.



### Outdoors

- Wash your car with a bucket of water rather than a hose.
- Use a broom rather than hosing down paths and driveways.
- Inspect hoses and taps both indoors and outdoors to check for leaks which waste water.
- Collect rainwater for use watering gardens and lawns.
- If you have a swimming pool, keep it covered to stop the water evaporating.

### Indoors

- Reduce your water consumption at the peak times of 6-9am and 4-9pm. Easy ways to do this include using your washing machine after 9pm at night, and putting your dishwasher on just before you go to bed.
- Take a short shower instead of a bath.
- Don't switch on the dishwasher or washing machine until you have a full load.
- Use a half flush when using the toilet.

# Buying or selling your property?



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New Zealand Residential Property  
Sale and Purchase Agreement Guide







## This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

### Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on [rea.govt.nz](https://rea.govt.nz) and [settled.govt.nz](https://settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://settled.govt.nz). The guide tells you more about the agreement you sign with the agency helping to sell your property.

**We welcome any feedback you have on this publication.**

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at [rea.govt.nz](https://rea.govt.nz).

# Key things to know about sale and purchase agreements

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- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

## What a sale and purchase agreement is

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A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.





# What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

## Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

## General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

### Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

### Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

## Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



# What happens after you sign the sale and purchase agreement

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Signing the sale and purchase agreement is not the end of the sale or purchase process.

## Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

## An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

## Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

## Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

## The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

## Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

## What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at [info@rea.govt.nz](mailto:info@rea.govt.nz) or visit us online at [rea.govt.nz](http://rea.govt.nz)

## About settled.govt.nz



### Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

**Settled.govt.nz** provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

**Settled.govt.nz** will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

**Settled.govt.nz** is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

### For more information

For more information on home buying and selling, visit [settled.govt.nz](http://settled.govt.nz) or email [info@settled.govt.nz](mailto:info@settled.govt.nz)



# About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

## What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- We provide independent information for people who are buying and selling property through our [settled.govt.nz](https://settled.govt.nz) website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

## For more information

To find out more about  
REA, visit [rea.govt.nz](https://rea.govt.nz),  
call us on **0800 367 7322**  
or email us at  
[info@rea.govt.nz](mailto:info@rea.govt.nz)



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.

