

# MCRAE & KNOWLER

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**PROPERTY BROCHURE**

245 SOUTHFIELD DRIVE, LINCOLN







# 245 SOUTHFIELD DRIVE, LINCOLN

Deadline Sale Thursday 2nd October at 2pm  
(unless sold prior)

## SOMETHING SPECIAL ON SOUTHFIELD

 4  2  2  262 m<sup>2</sup>  1225 m<sup>2</sup>

Welcome to 245 Southfield Drive – a substantial family home set on a generous 1225sqm section, designed with both everyday living and effortless entertaining in mind.

At the heart of the home lies a superbly appointed kitchen featuring a walk-in pantry, 90cm gas stove/oven, and an expansive island bench that naturally draws family and friends together. Flowing seamlessly from here, the open-plan living area and separate lounge open out to the private, established backyard – the ideal setting for summer BBQs, birthday celebrations, or simply unwinding in your own sanctuary.

The master suite is a true retreat, complete with a freshly renovated tiled ensuite and walk-in robe. Three further bedrooms are all generously sized with excellent storage, while the family bathroom offers a touch of indulgence with its spa bath, complemented by a separate toilet for convenience.

Practical features add to the appeal, including a large office, separate laundry, an internal-access double garage, a gas fire, ducted heating, and beautifully landscaped grounds with established fruit trees and a greenhouse. Timeless red-brick construction and a highly sought-after Lincoln location make this home a standout choice for families looking to settle in style.

A home like this is a rare find – a true classic, ready to host years of cherished memories. Contact us today for more information or visit us at the open home.



SCAN TO DOWNLOAD  
REPORTS AND SALE  
PARTICULARS



## LEGALS

Land area	1225 sqm
Floor area	262 sqm
Tenure	Freehold
Rateable value	\$950,000
Land value	\$490,000
Improvements value	\$460,000
Rates	\$4,992.85
Council zone	Residential Zone A
Technical category	TC1

## ENERGY

Heating	Ducted Heating, Gas Fire
Insulation	Walls & Roof
Windows	Aluminium, Double Glazed
Water heating	Gas
Ventilation	Extractor Fans

## CONSTRUCTION

Year built	2008
Exterior	Brick
Roof	Tile
EQ repairs	CLM/2011/222706, CLM/2010/054011

## EDUCATION

Early childhood	Best Start
Primary	Ararira Springs Primary School
Secondary	Lincoln High School

## CHATTELS

Auto Garage Door Opener & 2 Remotes, Blinds/Drapes, Clothesline, Dishwasher, Gas Cooktop, Gas Fire, Greenhouse, Extractor Fans, Fixed Floor Coverings, Heated Towel Rails, Heat Pump & Remote, Ducted Heating, Light Fittings, Patio Garden Pots, Range hood, Alarm System, Smoke Detectors, Waste Disposal





**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** **260797**  
**Land Registration District** **Canterbury**  
**Date Issued** 31 January 2006

**Prior References**  
222518

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**Estate** Fee Simple  
**Area** 1255 square metres more or less  
**Legal Description** Lot 51 Deposited Plan 364100

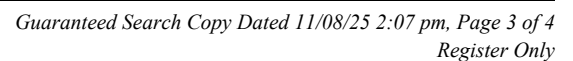
**Registered Owners**  
Anthony Mark McNally and Diane Jane McNally

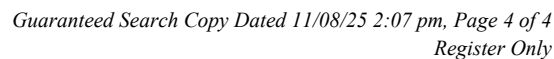
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**Interests**  
Land Covenant in Easement Instrument 6734822.14 - 31.1.2006 at 9:00 am  
Fencing Covenant in Transfer 6773565.1 - 3.3.2006 at 9:00 am  
7667725.1 Mortgage to ANZ National Bank Limited - 17.1.2008 at 9:05 am

[illegible]







**Easement instrument to grant easement or *profit à prendre*, or create land covenant**  
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Canterbury

**EI 6734822.14 Easeme**

Cpy - 01/01, Pgs - 007, 10/02/08, 09:28



DocID: 211642802

Grantor

Surname(s)

**BRIAN GILLMAN LIMITED**

Grantee

Surname(s) must be underlined

**BRIAN GILLMAN LIMITED**

**Grant\* of easement or *profit à prendre* or creation of covenant**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this


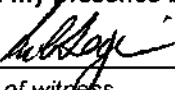
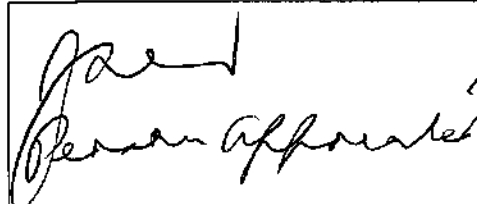
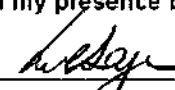
27

day of

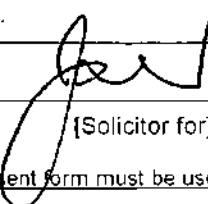
January

20 06

**Attestation**

 Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	Witness name Margaret Anne Seguin Occupation Secretary Christchurch Address
 Signature [common seal] of Grantee	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	Witness name Margaret Anne Seguin Occupation Secretary Christchurch Address

**Certified correct** for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.



**Annexure Schedule 1**

Easement instrument

Dated

**27**

January 2006

Page

**2**

of

**7**

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) D.P. 364100	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	N.A.	Lots 26-32 and 34-66 CTs 260773-260812	260773-260812

**Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

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

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

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 155A of the Land Transfer Act 1952].

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

**Annexure Schedule 2**

Insert type of Instrument  
 "Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 27 January 2006

Page 3 of 7 pages

(Continue in additional Annexure Schedule, if required.)

**A The Grantor shall not:**

1. Permit any works to be carried out on the land (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with Clause 11 below. The berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, letterbox, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Erect or permit to be erected or placed on the land any dwellinghouse:
  - (a) on lots of 750m<sup>2</sup> or more having a floor area of less than 220m<sup>2</sup> (including garage) under one roof;
  - (b) on lots of 700m<sup>2</sup> to 749m<sup>2</sup>, having a floor area of less than 200m<sup>2</sup> (including garage) under one roof;
  - (c) on lots of 600m<sup>2</sup> to 699m<sup>2</sup>, having a floor area of less than 190m<sup>2</sup> (including garage) under one roof;
  - (d) on lots of 550m<sup>2</sup> to 599m<sup>2</sup>, having a floor area of less than 180m<sup>2</sup> (including garage) under one roof;
  - (e) on lots of 500m<sup>2</sup> to 549m<sup>2</sup>, having a floor area of less than 170m<sup>2</sup> (including garage) under one roof;
  - (f) on lots of 499m<sup>2</sup> or less having a floor area of less than 160m<sup>2</sup> (including garage) under one roof;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



**Annexure Schedule 2**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 27 January 2006

Page 4 of 7 pages

(Continue in additional Annexure Schedule, if required.)

- (g) with garage facilities for less than two vehicles (minimum floor area of 30m<sup>2</sup>);
- (h) greater than two storeys on Lots 28, 33, 40, 41, 50 and 53 (optional single or two-storey lots);
- (i) less than two storeys on Lots 47, 61 and 66 (mandatory two-storey lots as a minimum);
- (j) greater than one storey on all Lots except for those listed in Clauses 3 (h) and 3 (i) above;
- (k) erect any building within 5.0m of Lot 12 D.P. 78578 (Millstream Drive).

Floor area measurements referred to in this Clause shall be based on the outside slab dimensions. The Lot areas stated are net areas exclusive of the area of access lots, rights of way or driveways shared with any other Lot or any area that is not zoned for residential purposes.

- 4. Further subdivide or build more than one dwelling unit on any Lot. This Clause shall expire and be of no further effect on 31 December 2010.
- 5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted /Zincalume long-run pressed steel with less than a 28 degree roof pitch. The Grantee shall have the right to approve alternative roofing materials and roof pitch to those specified if in its opinion those materials and roof pitch will not adversely affect the development. This Clause shall expire and be of no further effect on 31 December 2010.
- 6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. The Grantee shall have the right to approve alternative exterior cladding materials to those specified if in its opinion those materials will not adversely affect the development. This Clause shall expire and be of no further effect on 31 December 2010.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

LINCLCOV

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



**Annexure Schedule** 2

Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 27 January 2006

Page 5 of 7 pages

(Continue in additional Annexure Schedule, if required.)

7. Erect any building other than a dwellinghouse and ancillary buildings in accordance with plans (including site plan, landscape plan, letterbox plan and external colour scheme) which have been approved by the Grantee in its sole discretion prior to the commencement of building. In considering plans for approval the Grantee shall take into account architectural merit, colours and visual appearance. This Clause shall expire and be of no further effect on 31 December 2010.
8. Construct a driveway of materials other than fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.5 metres and should be offset 0.75 metres from the side boundary to allow for landscaping. Such driveway is to be completed in accordance with Clause 2 hereof. Where a swale or other feature exists between the road and the lot, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantee and/or the Selwyn District Council. Where the Grantee has constructed a sealed driveway to the Lot this access point must be used by the Grantor as the primary driveway entry. This entry point may not be removed or relocated prior to 31 December 2010.
9. Attach to the front (or the side within ten metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to television or radio aerials, satellite dishes and/or solar panels that in the Grantee's sole discretion are obtrusive.
10. Permit storage of gas or the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling.
11. Erect or permit to be erected on the land any fence or boundary wall:
  - (a) within 3.0 metres of the legal road boundary except on lots fronting an access lot or right of way or lots which have frontage to two public roads where fencing on the secondary road frontage may be permitted on the boundary. Street front fencing on such lots shall be of similar materials to the dwelling and may include "piers" with infill timber panels. Where the secondary road frontage is fenced on the boundary, such fencing shall be finished at least 1.0 metre behind the main building line. All road frontage and access lot/right of way frontage fence designs shall be consistent with the design and exterior

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LINCLOV

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

**Annexure Schedule 2**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 27 January 2006

Page 6 of 7 pages

*(Continue in additional Annexure Schedule, if required.)*

materials of the dwelling. Approval of fence design may be declined in the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision. The Grantee retains the right to approve fencing within 3 metres of the legal road frontage due to the irregular shape, size or orientation of the lot.

- (b) on boundaries fronting a public reserve or waterway that has not received specific design approval of the Grantee. Approval of fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting public reserves shall be of "open" style for a minimum of 50% of the reserve boundary.
- (c) on the internal boundaries of a height greater than 2m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed in the form of a paling fence with timber palings on the same side of the rails as the posts and timber capping unless otherwise approved by the Grantee.

However the Grantee retains the right at all times to erect boundary fencing on the main road boundary of any lot where access is restricted by a link strip or other device as shown on the Subdivision Application Plan and any right of way boundary of any lot.

- 12. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the lot. Should damage occur, the Grantor shall immediately repair such damage. If such damage is not immediately repaired, the Grantee shall have the right to rectify such damage with reasonable costs being passed on to the Grantor.
- 13. Remove or relocate any tree or shrub from the property that is within 2.0 metres of the legal road frontage without the prior written consent of the Grantee. This Clause shall expire and be of no further effect on 31 December 2010.
- 14. Permit any rubbish including builders' waste materials to accumulate or to be placed upon the land or permit grass or weeds to grow to a height exceeding 150mm. The Grantee shall have the right to remove any building materials from the site or any

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**Annexure Schedule 2**

Insert type of instrument

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Easement Instrument

Dated 27 January 2006

Page 7 of 7 pages

(Continue in additional Annexure Schedule, if required.)

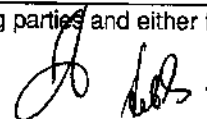
adjoining site that in its sole discretion may be detrimental to the subdivision with reasonable costs to be met by the Grantor.

15. Permit the erection of any sign on the property other than a professionally signwritten and installed sign marketing the dwelling or section for sale. The erection of signage indicating a business will only be permitted by the Grantee if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign which in its sole discretion is unacceptable without prior warning.

**B**

1. In the event that the Grantor disagrees with an exercise of discretion by the Grantee under clause 7 above then the matter shall be referred to an architect nominated by the Grantee. The consent of the Grantee shall be deemed to be given if such Architect certifies that the proposed buildings and improvements on the land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
2. The Grantee shall not be required to enforce the above Covenants unless in its sole discretion it chooses to do so.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.





**Transfer instrument**  
Section 90, Land Transfer Act 1952



**T 6773565.1 Transfer**

Cpy - 01/03, Pgs - 002, 02/03/06, 12:01



DocID: 211672880

Land registration district

**CANTERBURY**

Unique identifier(s)  
or C/T(s)

All/part

Area/description of part or stratum

260797

All

Transferor

Surname(s) must be underlined or in CAPITALS.

**BRIAN GILLMAN LIMITED**

Transferee

Surname(s) must be underlined or in CAPITALS.

**Nigel Hugh SEALES and Sharyn Patricia SEALES**

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created  
State if fencing covenant imposed.

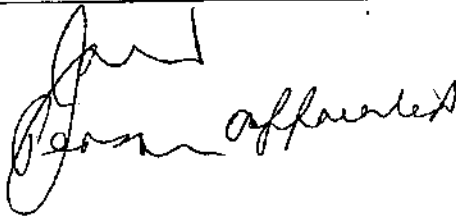
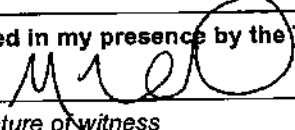
**Fee simple and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor**

Operative clause

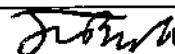
**The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.**

Dated this 27<sup>th</sup> day of February 2006

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	<p><b>Signed in my presence by the Transferor</b></p> 
	<p>Signature of witness</p>
<p>Signature [common seal] of Transferor</p>	<p>Witness to complete in BLOCK letters (unless legibly printed)</p>
	<p>Witness name</p>
	<p>Occupation</p>
	<p>Address</p>
	<p>Melissa Leigh Waterfield Solicitor Christchurch</p>

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Transferee

Landonline User ID: saunderscch

LODGING FIRM: Saunders & Co

Address: PO Box 18

Christchurch

Uplifting Box Number: 104

ASSOCIATED FIRM:

Client Code / Ref: JRP 513158.6

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

**T 6773565.1 Transfer**

Copy - 02/03, Pgs - 002, 02/03/08, 12:01

**Copies**

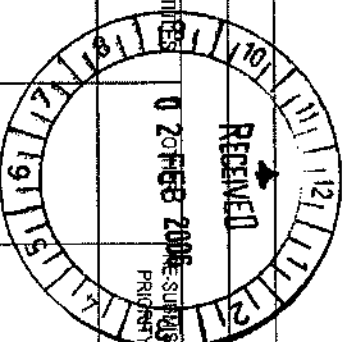
(Inc. original)

DocID: 211672860

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

Other (state)



Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	FEES \$
1	260797	T	Brian Gillman Ltd to NH & SP Seales	50.00					\$50.00
2									
3									
4									
5									
6									

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

CREDIT

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures? \_\_\_\_\_

Less fees paid on Dealing #

Subtotal (for this page)

Total for this dealing

Debit my Account for

\$50.00



**Code Compliance Certificate**

**071462**

**Section 95, Building Act 2004**

**The Owner**

Name of Owner: McNally Anthony Mark & McNally Jane Diane  
Mailing address: c/- Jennian Homes, 21 Birmingham Drive,  
Christchurch  
Street address/registered office:  
Phone number:  
Landline: Daytime: 325 7157  
Mobile: After hours:  
Facsimile number: **3385814**  
Email address:  
Website:

**The Building Work**

Street Address of Building: SOUTHFIELD DRIVE, LINCOLNDALE  
Legal Description of land  
where building is located: LOT 51 DP 364100  
Valuation Number: 2404002451  
Type of Work: DOMESTIC DWELLING  
Intended Use: 4 Bedroom Domestic Dwelling with Study, Fire in  
Lounge and attached Double Garage. (221.50sqm)  
Estimated Value: \$310,000  
Location of building within  
site/block number:  
Building Name: Year Construction 2007  
Commenced:

**Code Compliance Certificate:**

The Building Consent Authority named above is satisfied on reasonable grounds, that-  
the Building work complies with the Building Consent

  
Selwyn District Council Building Consent Authority Signatory

Issue Date: 2/06/08









# Land Information Memorandum **L251877**

## Application

Tanya Marillier  
Stephan Charles Knowler  
18 Bella Vita Drive  
Lincoln 7608

<b>No.</b>	L251877
<b>Application date</b>	19/08/2025
<b>Issue date</b>	27/08/2025
<b>Phone</b>	0273833844

## Property

<b>Valuation No.</b>	2404002451
<b>Location</b>	245 Southfield Drive
<b>Legal Description</b>	LOT 51 DP 364100
<b>Owner</b>	McNally Anthony Mark and McNally Jane Diane
<b>Area (hectares)</b>	0.1225

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>	\$ 490,000
<b>Capital Value</b>	\$ 950,000
<b>Improvements</b>	\$ 460,000

### Current Rates Year 2025 to 2026

<b>Annual Rates</b>	\$ 4,992.85
<b>Current Instalment</b>	\$ 1,248.20
<b>Current Year - Outstanding Rates</b>	\$ 457.81
<b>Arrears for Previous Years</b>	\$ 0.00
<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: MRZ

#### Operative District Plan Zoning: Lincoln Living 1

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>

10/10/05	Resource Consent R307728 Variation To R306664 To Reduce Number Of Lots Section 224 Issued 17/01/06 Granted By Local Authority Officer 31/10/05
2/03/04	Resource Consent R306664 94 Lot Residential Subdivision See R307728 For Amended Now 93 Lots Completion Certificate 17/01/06 Granted By Independent Commissioner(S) 26/10/04

## 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)

## Building

7/11/07	Building Consent 071462 Domestic Dwelling Code Compliance Certificate Issued 2/06/08
5/09/06	Pim Application 061352 Domestic Dwelling Pim Only

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 metered water supply connected to the Lincoln 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>

Please note this property has a water meter and charges are a rate which are payable by the property owner. Therefore, please ensure a meter reading is requested on settlement so you are not liable for previous owner's water charges. Solicitors must ensure that when settling rates with Council on the sale of a property that water meter charges are also included in the settlement calculation.

The water supply is metered and billed 6 monthly for every cubic meter of water used.

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 side channel and reticulated network

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 and recycling collection available Tuesday.

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)

### Culture and Heritage

None known

### Natural Environment

None known

### District-wide matters

None known

### Area-specific matters

None known

### Land Notes

Land Notes: This property is within the area encompassed by the 2007 Christchurch, Rolleston, and Environs Transportation Study (CRETS). The published Strategy outlines a range of strategic transportation initiatives to cater for long term growth in this area of the district. This includes the upgrading of existing roads and the provision of new roads which may affect private property. Further information on this Study can be viewed on the Councils website [www.selwyn.govt.nz](http://www.selwyn.govt.nz) under "Transportation and Roding".

Land Notes: This property is located within the area encompassed by the Greater Christchurch Urban Development Strategy (UDS). The UDS is a joint initiative to plan and manage the growth of the Greater Christchurch Region over the next 35 years and is a partnership between the Christchurch City Council, Environment Canterbury, the Waimakariri District Council, Selwyn District Council, and Waka Kotahi NZ Transport Agency.

The Selwyn District Council is developing several strategic documents that seek to implement the UDS that may have an impact on this property in the future. Further information on Council projects can be found on the Council's website [www.selwyn.govt.nz](http://www.selwyn.govt.nz) or by contacting the planning department on 0800 SELWYN (0800735996).

Land Notes: Council holds the following reports:

- 06/09/2007 – Soil Tests – Jim Harding Consulting Engineer Ltd

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

Southfield Drive 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>	9m	-
<b>Exposure Zone</b>	C	-

#### *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

Flood Management Area - 500 year event

The Council is undertaking a District Plan Review and through this process the Council has obtained and holds information showing that this property may be susceptible to flooding from the Selwyn River and/or in heavy rainfall events. The two reports are outlined below and can be found at <https://apps.canterburymaps.govt.nz/SelwynNaturalHazards/>:

ECan report R19/41 – Selwyn River/Waikirikiriri floodplain investigation. The report identifies areas that may be affected by flooding from the Selwyn River/Waikirikiriri.

DHI Water and Environment Ltd report – Regional Policy Statement Modelling for SDC – District Plan. The report identifies areas that may be affected by flooding in heavy rainfall events in the Selwyn District. For more information, please contact the Selwyn District Council: phone: 0800 SELWYN (735 996), email [contactus@selwyn.govt.nz](mailto:contactus@selwyn.govt.nz) or visit 2 Norman Kirk Drive, Rolleston.

Flooding: This property is located within an area which may be subject to flooding or surface water ponding during high rainfall events. For further information you are advised to contact Environment Canterbury - phone 3653828, 200 Tuam Street, Christchurch

Note: This request can take up to 10 working days to process.

Flooding: This property is located within an area which is known to have a high ground water table, which may contribute to surface water ponding during periods of high rainfall.

## Alluvion

None known

## Avulsion

None known

## Erosion

None known



**Land Fill**

None known

**Slippage**

None known

**Ground Water Level**

Less than 30m below ground

**Soil Type**

Templeton deep silt loam on sand

**Special Soil Conditions:** Subsoil Investigation Required. Areas of Peat 2-3m Below GL

**Liquefaction and Subsidence**

The site is located in a zone of variable susceptibility to liquefaction. For further information visit [www.ecan.govt.nz](http://www.ecan.govt.nz) and put '1702192' in the search box and select documents.

An assessment will need to be carried out on this site to establish the level of susceptibility to liquefaction. The scope of this investigation must be determined by a CPEng Geotechnical engineer and all testing shall be carried out under the guidance of the CPEng Geotechnical engineer. Furthermore, the ground bearing capacity in this area may not achieve the requirements of the NZ Building Code Clause B1, specific design may be required.

**Licences/Environmental Health**

No information located.

**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: 27 August 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 SERVICE
- 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

### 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
- SITE

### 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

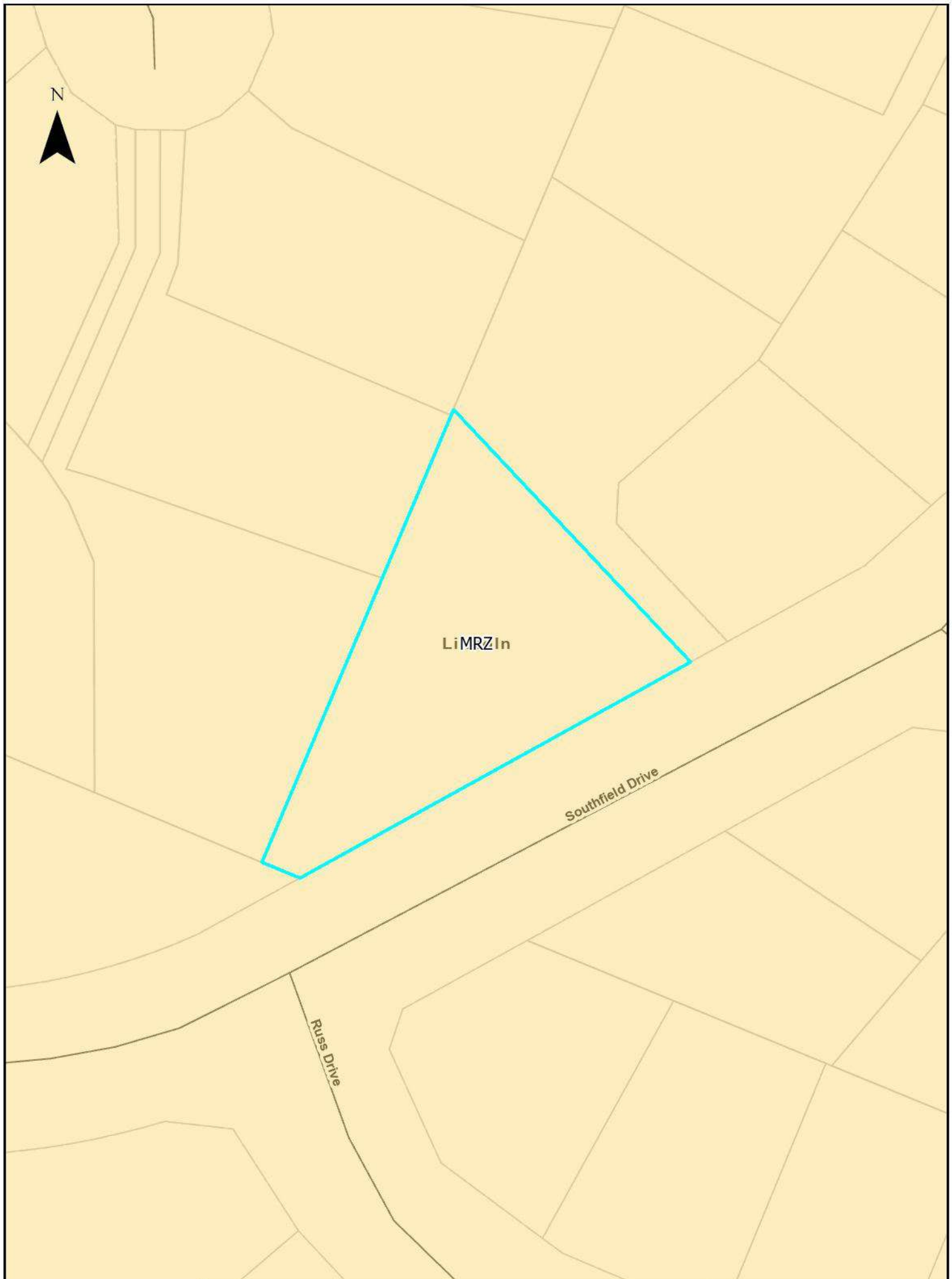
- Canterbury Plains SDC AB and C Classes
- Endangered Flora and Fauna
- Potentially Significant Sites
- Confirmed SNA Sites
- Significant Natural Areas (Final 115)



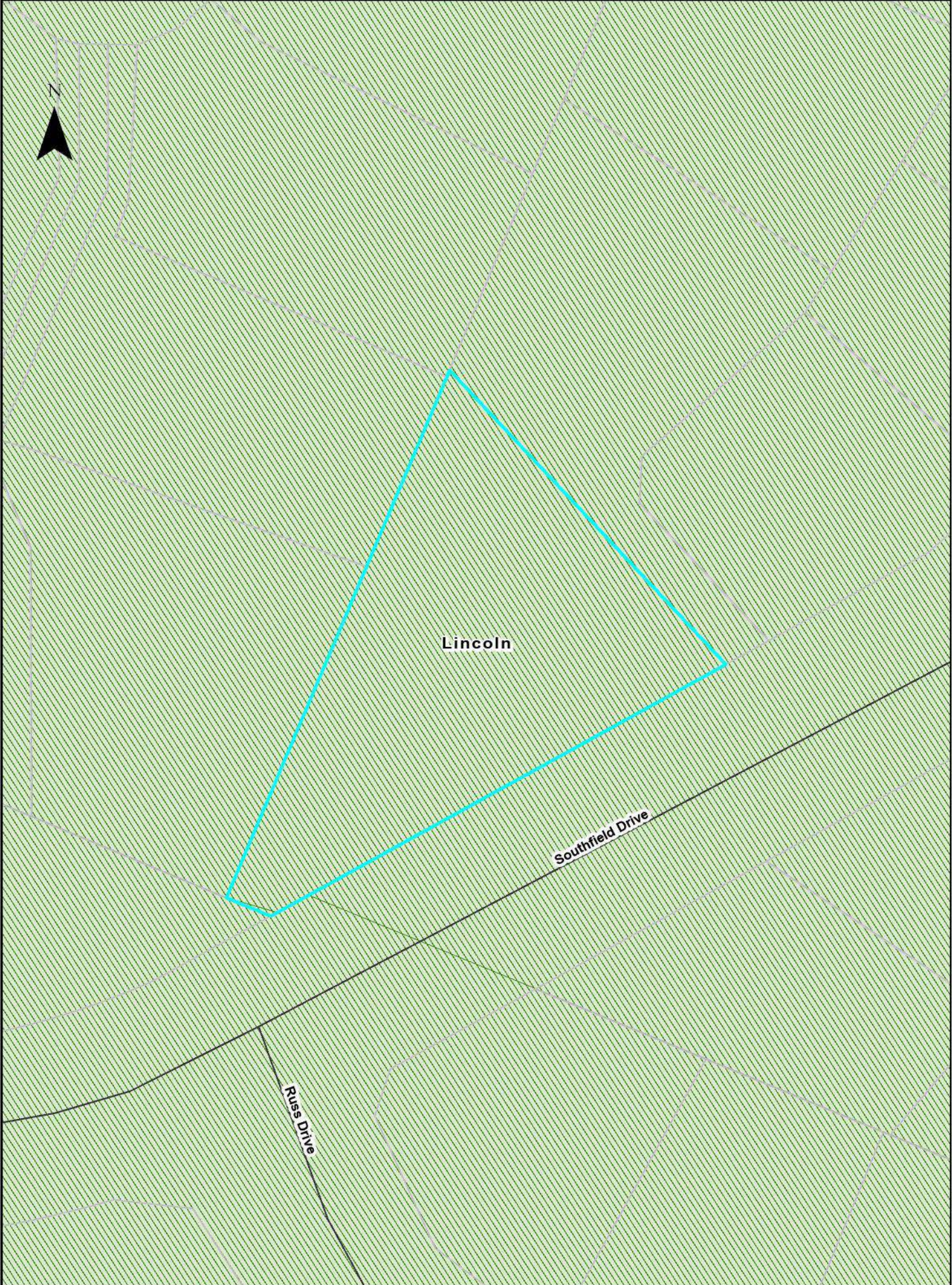




# LIM REPORT - PODP Zone and Precinct









## 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:

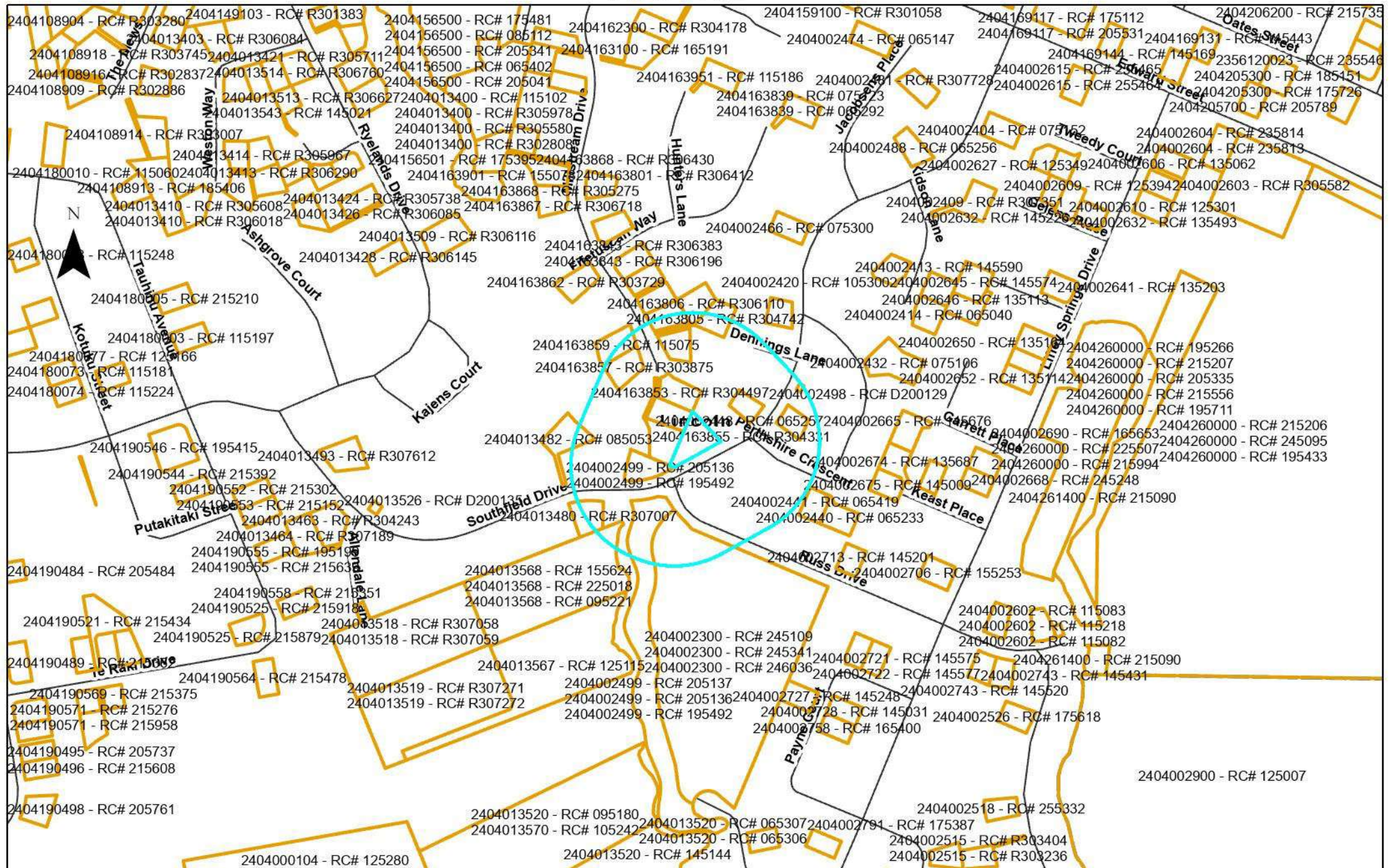
GHP	Granted by Hearing
GEC	Granted by Environment Court
GDEL	Granted by Delegation
GCOM	Granted by Commissioner
DCOM	Declined by Commissioner
DHP	Declined by Hearing
WD	Withdrawn application
AP	Approved
DC	Declined
Blank	No decision issued
DN	Decision Notified

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



2404002451





Assessment_ID	RC Number	Proposal	Decision Date
2404002300	245341	Outline plan to install a 1,684m relocated classroom and a new vehicle access at Ararira Springs Primary School	2024-07-22
2404002300	246036	Outline plan to relocate a classroom to Ararira Springs Primary School	2024-12-18
2404002300	245109	To relocate a 167m2 classroom building and attached deck to Ararira Springs Primary School.	2024-04-08
2404002448	065257	TO ERECT DWELLING EXCEEDING SITE COVERAGE	2006-08-10
2404002454	075020	TO ESTABLISH A SECOND VEHICLE CROSSING	2007-02-02
2404002498	D200129	To designate land as SDC-121 Lincoln (S) LincolnIndale Wastewater Pump Station for Wastewater Pump Station purposes.	
2404002499	195492	To carry out earthworks within 20m of a waterway	2019-09-24
2404002499	205136	To subdivide Section 5 SO 898407 to create 8 lots	2020-08-12
2404002499	205137	To undertake earthworks associated with S/D RC205136.	2020-08-12
2404013480	R307007	TO ERECT DWELLING AND GARAGE WITH NON COMPLYING SITING AND NON COMPLYING SITE COVERAGE	2004-09-22
2404013482	085053	NON-COMPLYING SITING FOR VEHICLE STORAGE SHED	2008-02-29
2404013568	095221	TO ERECT SWIMMING POOL AND POOL HOUSE EXCEEDING SITE COVERAGE	2009-09-17
2404013568	155624	To construct an addition to an existing dwelling and a louvre roof over an existing deck that does not comply with the maximum site coverage limit.	2015-12-03

2404163805	R304742	TO ERECT DWG IN N/C POSITION	2000-11-30
2404163806	R306110	PROPOSED DWELLING WITH N/C SITING	2003-04-16
2404163847	R305820	TO ERECT DWELLING WITH NON COMPLYING SITING	2002-10-23
2404163851	R305734	TO ERECT DWELLING WITH NON COMPLYING SITING	2002-11-22
2404163853	R304497	TO ERECT DWELLING WITH NON COMPLYING SITING	2000-06-30
2404163855	R304331	TO ERECT DWELLING WITH N/C SITING	2000-03-10
2404163857	R303875	TO ERECT DWELLING WITH NON-COMPLYING SITING & INCL EXCAVATION OF 500 CUBIC METRES OF EARTH	1999-08-02
2404163859	115075	ADDITIONS TO EXISTING DWELLING RESULTING IN SITE COVERAGE OF 37.7%	2011-04-21
2404013568	225018	To construct a kitchen addition which exceeds the maximum permitted site coverage.	2022-02-16

**Code Compliance Certificate**

**071462**

**Section 95, Building Act 2004**

**The Owner**


Name of Owner: McNally Anthony Mark & McNally Jane Diane  
Mailing address: c/- Jennian Homes, 21 Birmingham Drive,  
Christchurch  
Street address/registered office:  
Phone number:  
Landline: Daytime: 325 7157  
Mobile: After hours:  
Facsimile number: **3385814**  
Email address:  
Website:

**The Building Work**

Street Address of Building: SOUTHFIELD DRIVE, LINCOLNDALE  
Legal Description of land where building is located: LOT 51 DP 364100  
Valuation Number: 2404002451  
Type of Work: DOMESTIC DWELLING  
Intended Use: 4 Bedroom Domestic Dwelling with Study, Fire in Lounge and attached Double Garage. (221.50sqm)  
Estimated Value: \$310,000  
Location of building within site/block number:  
Building Name: Year Construction 2007  
Commenced:

**Code Compliance Certificate:**

The Building Consent Authority named above is satisfied on reasonable grounds, that the Building work complies with the Building Consent

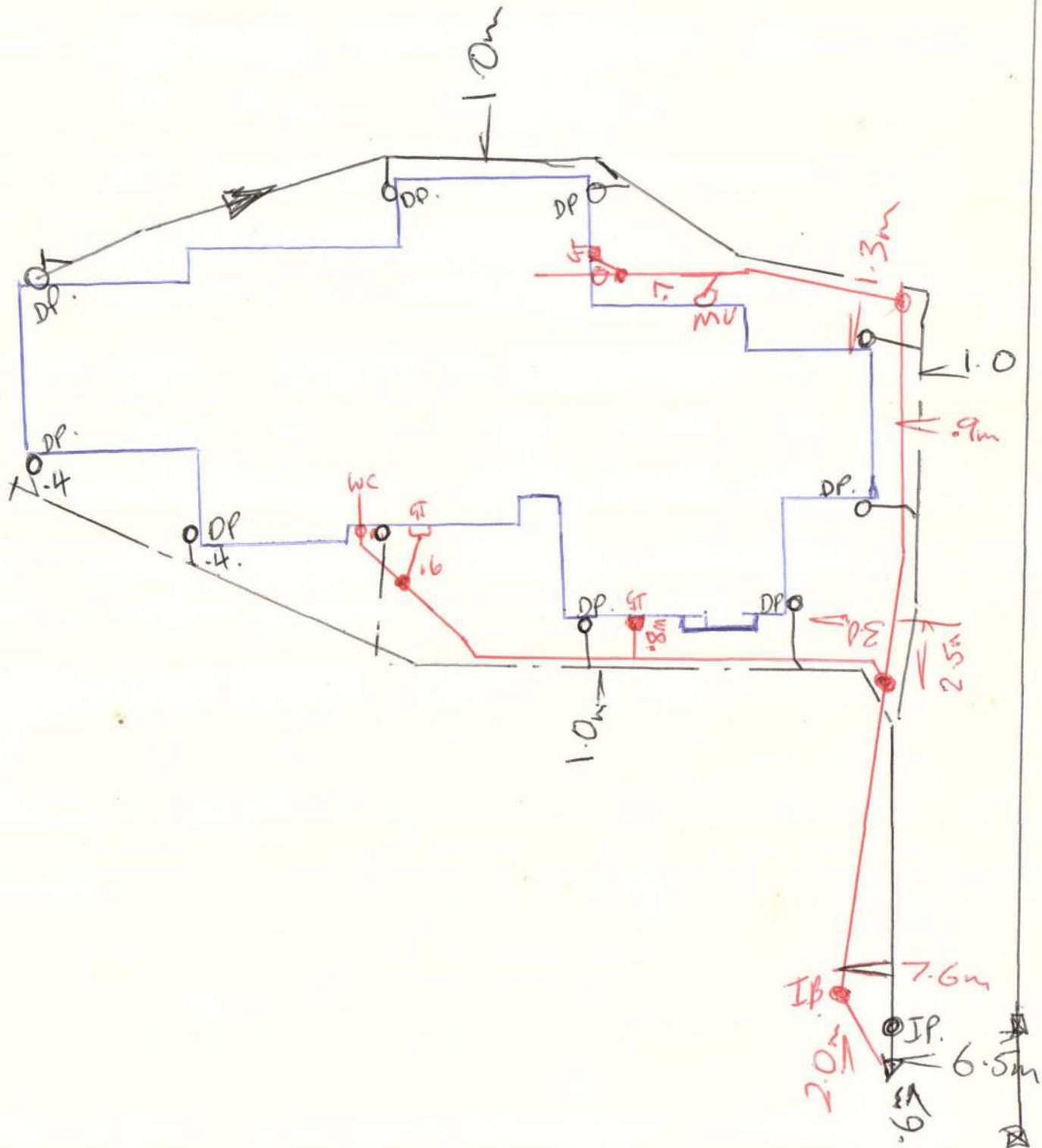
  
Selwyn District Council Building Consent Authority Signatory

Issue Date: 2/06/08

McNALLY

Lots Lincoln Dale

071462



## APPENDIX A

**IMPORTANT INFORMATION**  
To be added to LIMS &  
PIMS within

To Selwyn District Council  
Private Bag  
Leeston

Attention Mr Ray Anderson

### STATEMENT OF SUITABILITY OF EARTH FILL FOR RESIDENTIAL DEVELOPMENT

Subdivision                **Lincoln Dale Stage 2**  
Owner/Developer        **Brian Gillman Ltd**  
Location                  **Edward Street, Lincoln**

The earth fill shown on the attached plan Davie Lovell-Smith Ltd Sheet 1 of 1 dated November 2005 has been placed in compliance with the terms of NZS 4431.

While work was in progress I retained as my inspecting engineer (or staff under his control) the engineer named below who is registered in terms of the Engineers Registration Act 1924.

**Andrew James Emil Hall, Chartered Professional Engineer (Reg No. 246334)**  
Address C/- **Davie, Lovell-Smith Limited, PO Box 679, Christchurch**

During the work, the inspecting engineer or staff under his control made periodic visits of inspection to the site as detailed in this report No S.15403 which is attached. Details of the soil testing carried out to check the quality of the fill by the inspecting engineer and his testing agency are also included in this report.

The attached plan Davie Lovell-Smith Ltd Sheet 1 of 1 shows **Lot Nos. 26-50 and 54-62** to be affected by filling and the extent of the fill.

In the opinion of the inspecting engineer the following special limitations should be observed:

- Foundation design in all filled lots to take into account the location of the cut/fill interface (to be confirmed on site) and design appropriately.
- All lots to have their foundation excavations inspected for damp or soft areas.

This certification, that the earth fills have been placed in compliance with the terms of NZS 4431 does not remove the necessity for the normal inspection and design of foundations as would be made in natural ground.

  
.....  
Chartered Professional Engineer  
Dec 5th, 2005

on behalf of: (Owner/ Developer) Brian Gillman Ltd





11

#### AMENDMENTS

PLANNING SURVEYING ENGINEERING

JOB TITLE: **Brian Gillman Limited  
Lincoln**

SHEET TITLE:  
Earth Fill / Topo STAGE 2

DRAWING STATUS: As Built

SCALE: 1:750 @ A1  
1:1500 @ A3

DATE: 02/15/2003

DRAWING No. (BO-66-52-17-0-0) SHEET No.  
C.15403 1 of 1

1994





## **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.





# CASH SETTLED CLAIM(S)

The following information contains documents relating to claim(s) that were cash settled for the property.

If you require sign off or repair completion documents, they may be obtainable from the contractors who completed the substantive repairs at the property.





# Statement of Claim Checklist

CLM/2010/054011

Date: 23.11.2010Author: A. MACFARLANE

A MCNALLY  
 245 SOUTHFIELD DRIVE  
 LINCOLN 7608  
 H: [REDACTED]  
 W: [REDACTED]  
 M: [REDACTED]

LA: A. MACFARLANEEstimator: A. HOSKINS.

Room	Damage	Walls	Ceiling	Floor	Description of Damage
	Y/N	✓	✓	✓	
Lounge	N				
Dining Room	N				
Kitchen	Y		✓		CRACKS ON EITHER SIDE OF CORMICE SURROUNDING RANGEHOOD.
Family Room	N		✓		CRACK ALONG GIB JOINT.
Bedroom 1	N				
En Suite	Y	✓			CRACKS AROUND ENSUITE WINDOW.
Bedroom 2	Y	✓			MINOR SEPARATION AT DOORWAY.
Bedroom 3	Y	✓			CRACK TO SKIRTING BOARD BEHIND DOOR.
Bedroom 4	N				
Bathroom	N				
Toilet 1	N				
Toilet 2	N				
Office/Study	N				
Rumpus	N/A				
Entry/Hall(s)	Y	✓			CRACKS AROUND DOOR FRAMES.
Stairwell	N/A				
Laundry	N				
Other					

Item		Event Damage	Description of Damage	Appoint Engineer
		Y / N	Y / N	
Roof				
External Walls	North	N		
	South	N		
	East	Y	CRACKS TO WINDOW SILL IN CORNER.	
	West	N		
Decks		N		
Chimney	Base	N/A		
	Ceiling Cavity	N/A		
	Above Roof	N/A		
	Fireplace	N/A		
Foundations		N		
Piling		N/A		
Services		N		
Other Dwelling Items		Y	CRACKING TO EXPOSE AGGREGATES PATHWAY AROUND HOUSE.	
Outbuildings		N		
Land & Retaining Walls		N		
(Discuss with Supervisor)				

I confirm the rooms and areas listed above have been inspected by an EQC representative.

Damage caused by the event has been noted and to my knowledge there are no other areas of damage resulting from the event.

Signature of Claimant: \_\_\_\_\_ Dated: \_\_\_\_\_



## File Note

CLM/2010/054011

Date: 23.11.2010

Author: A. MACFARLANE

 A MCNALLY  
 245 SOUTHFIELD DRIVE  
 LINCOLN 7608

 H:  
 W:  
 M:

## Topic

<input checked="" type="checkbox"/> General			
<input checked="" type="checkbox"/> Building Claim	<input checked="" type="checkbox"/> Pay Claimant \$0-\$10,000	<input type="checkbox"/> PMO \$10-\$100,000	<input type="checkbox"/> Pay over cap \$100,000 +
<input checked="" type="checkbox"/> CSU Letter	<input checked="" type="checkbox"/> Contents	<input checked="" type="checkbox"/> Building	<input type="checkbox"/> Land
<input type="checkbox"/> Decline Claim			

Subject:

FIRST INSPECTION - INHABITABLE

Related To:

None (Claim Level)

Confidential:

☐

Yes

☒

No

Notes: ATTENDANCE 3.30pm TIME/DATE 23.11.10 CLAIMANT PRESENT? YES.

INSURANCE DETAILS. AMI. HOME:

CONTENTS:

MORTGAGEE. NATIONAL BANK: LOAN NO

ALTERNATIVE PHONE NO.

EMAIL

LAND DAMAGE? NO.

RESERVE

LOT 51. OP 364100.

CONTENTS?

YES.

RESERVE

DWELLING?

YES.

213M

RESERVE

DAMAGE DESCRIPTION (over page) MINOR CRACKS TO GIB WALL INTERNALLY.

NEXT ACTION: MAKE PAYMENT TO CLAIMANT.



SCANNED

## Scope of Works

Completed By: Alan Hoskin

Date: 24/11/2010

Page 1 of 1

CLM/2010/054011

A MCNALLY  
245 SOUTHFIELD DRIVE  
LINCOLN 7608  
H: [REDACTED]  
W: [REDACTED]  
M: [REDACTED]

Element Details: *Kitchen*

Land	Building	Bridges/culverts	Retaining walls	Other
Lounge	Dining	Kitchen	Family Room	Bedroom
Office/Study	Rumpus	Hallway	Stairwell	Toilet
Laundry	Bathroom	Ensuite	Chimney	Foundations
Piling	Services	Kitchen Ovens	Hot Water Cylinders	Header Tanks
Glazing/windows	Fireplace/woodburner	Floor	External Walls	Roof
Outbuildings	Other			

DESCRIPTION: cracking to scotia to ceiling. in the kitchen around range hood

REPAIR STRATEGY: rake out cracking replaster & repaint ceiling

LINE ITEMS:

DESCRIPTION:	Units	Length	Breadth	Depth	Qty	Rate	Cost
plasterer rake out scotia cracking & replaster labour hrs	hrs				4	45	180
materials ehv	ehv				1	20	20
repaint ceiling m <sup>2</sup>	m <sup>2</sup>	3	5.3		15.9	20	318

APPROVED

\* Unit Categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per Hour, Per Day, Per Week. Cubic metre calculations must include length, breadth and depth figures. Square metre calculations must include length and breadth figures.

Subtotal	518
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+ P&amp;G, Margin &amp; GST Figure 189-69

TOTAL	207-69
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SCANNED

## Scope of Works

Completed By: Alan Hoskin

Date: 24/11/2010

Page 1 of 1

CLM/2010/054011

A MCNALLY  
245 SOUTHFIELD DRIVE  
LINCOLN 7608

H:

W:

M:

Element Details: *Family room*

Land	Building	Bridges/culverts	Retaining walls	Other
Lounge	Dining	Kitchen	Family Room	Bedroom
Office/Study	Rumpus	Hallway	Stairwell	Toilet
Laundry	Bathroom	Ensuite	Chimney	Foundations
Piling	Services	Kitchen Ovens	Hot Water Cylinders	Header Tanks
Glazing/windows	Fireplace/woodburner	Floor	External Walls	Roof
Outbuildings	Other			

DESCRIPTION: cracking to ceiling in the family room

**REPAIR STRATEGY:** *route out the ceiling crack, retape & plaster & repaint*

LINE ITEMS:

[illegible]

\* Unit Categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per Hour, Per Day, Per Week. Cubic metre calculations must include length, breadth and depth figures. Square metre calculations must include length and breadth figures.

Subtotal	718-80
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+ P&amp;G, Margin &amp; GST Figure 263-22

TOTAL	982-02
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## Scope of Works

Completed By: Alan Hoskin

Date: 24/11/2010

Page 1 of 1

CLM/2010/054011

A MCNALLY  
245 SOUTHFIELD DRIVE  
LINCOLN 7608  
H: [REDACTED]  
W: [REDACTED]  
M: [REDACTED]

Element Details: *ensuite*

Land		Building		Bridges/culverts		Retaining walls		Other	
Lounge		Dining		Kitchen		Family Room		Bedroom	
Office/Study		Rumpus		Hallway		Stairwell		Toilet	
Laundry		Bathroom		Ensuite	✓	Chimney		Foundations	
Piling		Services		Kitchen Ovens		Hot Water Cylinders		Header Tanks	
Glazing/windows		Fireplace/woodburner		Floor		External Walls		Roof	
Outbuildings		Other							

DESCRIPTION: cracks around window in ensuite

REPAIR STRATEGY: Fill cracks with not more gaps repair wall & window frame

LINE ITEMS:

DESCRIPTION	Units	Length	Breadth	Depth	Qty	Rate

**LINE ITEMS:**

[illegible]

\* Unit Categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per Hour, Per Day, Per Week. Cubic metre calculations must include length, breadth and depth figures. Square metre calculations must include length and breadth figures.

+ P&G, Margin & CST Figure	80-56
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TOTAL	300-56
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## Scope of Works

SCANNED

Completed By: Alan Hoskin

Date: 24/11/2010

Page 1 of 1

CLM 2010 1054011

Claimant Name: A McNally  
245 Southfield Drive

Element Details: Bedroom 3

Land	Building	Bridges/culverts	Retaining walls	Other	
Lounge	Dining	Kitchen	Family Room	Bedroom	
Office/Study	Rumpus	Hallway	Stairwell	Toilet	
Laundry	Bathroom	Ensuite	Chimney	Foundations	
Piling	Services	Kitchen Ovens	Hot Water Cylinders	Header Tanks	
Glazing/windows	Fireplace/woodburner	Floor	External Walls	Roof	
Outbuildings	Other				

DESCRIPTION: crack to skirting and wall junction

REPAIR STRATEGY: fill crack & repaint wall to bedroom 3

LINE ITEMS:

[illegible]

\* Unit Categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per Hour, Per Day, Per Week. Cubic metre calculations must include length, breadth and depth figures. Square metre calculations must include length and breadth figures.

Subtotal	210
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+ P&C, Margin & GST Figure	76.90
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TOTAL	286-90
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## Scope of Works

SCANNED

Completed By: *Alan Hoskin*

Date: 24/11/2010

Page 1 of 1

CLM 2010 1054011

Claimant Name: A McNally  
245 Southfield Drive

Element Details: Bedroom 2

Land		Building		Bridges/culverts		Retaining walls		Other	
Lounge		Dining		Kitchen		Family Room		Bedroom	
Office/Study		Rumpus		Hallway		Stairwell		Toilet	
Laundry		Bathroom		Ensuite		Chimney		Foundations	
Piling		Services		Kitchen Ovens		Hot Water Cylinders		Header Tanks	
Glazing/windows		Fireplace/woodburner		Floor		External Walls		Roof	
Outbuildings		Other							

DESCRIPTION: bedroom 2 crochets to wall & found junction

REPAIR STRATEGY: *fill cracking and repaint Sills to windows*

LINE ITEMS:

[illegible]

\* Unit Categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per Hour, Per Day, Per Week. Cubic metre calculations must include length, breadth and depth figures. Square metre calculations must include length and breadth figures.

Subtotal	180	—
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+ P&G, Margin & GST Figure	51.26
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TOTAL	191.26
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## Scope of Works

SCANNED

Completed By: Alon Hoskin

Date: 24/11/2010

Page 1 of 1

CLM 2010 1054011

Claimant Name: A McNally  
245 Southfield Drive

### Element Details:

Land	Building	Bridges/culverts	Retaining walls	Other	
Lounge	Dining	Kitchen	Family Room	Bedroom	
Office/Study	Rumpus	Hallway	Stairwell	Toilet	
Laundry	Bathroom	Ensuite	Chimney	Foundations	
Piling	Services	Kitchen Ovens	Hot Water Cylinders	Header Tanks	
Glazing/windows	Fireplace/woodburner	Floor	External Walls	✓ Roof	
Outbuildings	Other				

DESCRIPTION: cracking to sill point one

REPAIR STRATEGY: rake out pointing & repoint

LINE ITEMS:

[illegible]

\* Unit Categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per Hour, Per Day, Per Week. Cubic metre calculations must include length, breadth and depth figures. Square metre calculations must include length and breadth figures.

43

Subtotal	200
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+ P&G, Margin & GST Figure	109.86
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TOTAL	4009.86
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## Scope of Works

SCANNED

Completed By: Alan Hoskin

Date: 24/11/2010

Page 1 of 1

CLM 2010 1054011

Claimant Name: A McNally  
245 Southfield Drive

Element Details: *hall & entrance way*

Land	Building	Bridges/culverts	Retaining walls	Other
Lounge	Dining	Kitchen	Family Room	Bedroom
Office/Study	Rumpus	Hallway	Stairwell	Toilet
Laundry	Bathroom	Ensuite	Chimney	Foundations
Piling	Services	Kitchen Ovens	Hot Water Cylinders	Header Tanks
Glazing/windows	Fireplace/woodburner	Floor	External Walls	Roof
Outbuildings	Other			

DESCRIPTION: Cracks to Door Sash Joint

REPAIR STRATEGY: *fill cracks to door jamb joints & repaint*

**LINE ITEMS:**

[illegible]

\* Unit Categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per Hour, Per Day, Per Week. Cubic metre calculations must include length, breadth and depth figures. Square metre calculations must include length and breadth figures.

Subtotal	310
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+ P&G, Margin & GST Figure	58-87
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TOTAL	368-84
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## OFFICE USE ONLY - LOSS ADJUSTER TO COMPLETE

Date: 24.11.2010Claim Number: 2010/054011Loss Adjuster: I. A. MACFARLANECosting Estimate

\$

Lounge

\$

Dining Room

\$ 707.69

Kitchen

\$ 982.02

Family Room

\$

Bed 1

\$ 300.56

Ensuite

\$ 150.28

Bed 2

\$ 286.90

Bed 3

\$

Bed 4

\$

Bathroom

\$

Toilet 1

\$

Toilet 2

\$

Office/Study

\$

Rumpus

\$ 368.84

Entry/Hall(s)

\$

Stairwell

\$

Laundry

\$

Outbuildings/Garage

## OFFICE USE ONLY - LOSS ADJUSTER TO COMPLETE

Date 24.11.2010Claim Number 2010/054011Loss Adjuster A. MACFARLANE

EXTERNAL WORKS

\$ 300.56

\$

\$

\$

\$

\$

\$

\$

\$

Sub Totals:

\$1,432.86\$ 286.90\$1,377.09Total Estimate: \$ 2,837.27

## Scope of Works



### Document explanatory note:

This document provides a summary of the earthquake damage identified by the EQC assessment team. Land, building and room by room damage is listed along with an indication of how this damage is to be repaired. A glossary of terms describing the type of damage that may be listed on your Scope of Works is provided at the end of this document.

**Customer:** ANTHONY MCNALLY

## Assessment of Property at 245 SOUTHFIELD DRIVE, LINCOLN 7608 on 10/09/2011

### Site

Element	Damage	Repair
Land (Exposed - Soil - 955.00 m2)		
Land (Exposed - Soil - 270.00 m2)		

### Services

Element	Damage	Repair
Sewerage (Town Connection - PVC Pipe - 18.00 l/m)	No Earthquake Damage	
Water Supply (Town Connection - Plastic - 18.00 l/m)	No Earthquake Damage	

## Main Building

### Exterior

#### Elevation (Eastwall)

Element	Damage	Repair
Wall Cladding (Brick Veneer - Brick - 62.09 m2)	Cracking	Grind out and repoint mortar 1.50 l/m
Wall framing (Timber Frame - Timber - 62.10 m2)	No Earthquake Damage	

#### Elevation (Southwall)

Element	Damage	Repair
Wall Cladding (Brick Veneer - Brick - 36.80 m2)	Cracking	Relay and re-bed loose bricks 0.40 m2
Wall framing (Timber Frame - Timber - 36.80 m2)	No Earthquake Damage	

#### Elevation (Westwall)

Element	Damage	Repair
Wall Cladding (Brick Veneer - Brick - 62.09 m2)	Cracking	Relay and re-bed loose bricks 0.40 m2
Wall framing (Timber Frame - Timber - 62.10 m2)	No Earthquake Damage	

#### Elevation (Northwall)

Element	Damage	Repair
No Damage		

### Foundations (Slab)

Element	Damage	Repair
---------	--------	--------



Element	Damage	Repair
No Damage		

**Roof (Concrete tile)**

Element	Damage	Repair
Roof Covering (Pitched - Concrete tile - 270.00 m2)	Impact damage	Realign roof tiles 0.50 m2
	Impact damage	Repoint ridge capping 20.00 l/m
Roof framing (Framed - Timber - 270.00 m2)	No Earthquake Damage	

**Interior****Ground Floor - Family Room (Off entry)**

Room Size: 6.30 x 4.80 = 30.24 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

**Ground Floor - Entry**

Room Size: 1.80 x 4.20 = 7.56 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Paint - 7.56 m2)	No Earthquake Damage	
Door (External) (Single solid Door - Timber - 1.00 item)		
Floor (Concrete - Tiles - 7.56 m2)	No Earthquake Damage	
Wall covering (Gib - Paint - 28.80 m2)	Cosmetic damage	Rake out, plaster and paint 20.00 m2

**Ground Floor - Bedroom (1. West (master))**

Room Size: 3.90 x 5.20 = 20.28 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Paint - 20.28 m2)	Cosmetic Damage	Rake out, plaster and paint 20.28 m2
Door (External) (Sliding / Ranch sliding door - Aluminium - 1.00 item)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage	
Floor (Concrete - Carpet - 20.28 m2)	No Earthquake Damage	
Wall covering (Gib - Paint - 43.68 m2)	No Earthquake Damage	
Window (Aluminium Awning - Pane double glazed - 2.00 No of)	No Earthquake Damage	

**Ground Floor - Hallway (Off entry)**

Room Size: 1.00 x 8.60 = 8.60 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

**Ground Floor - En Suite (Bedroom 1)**

Room Size: 2.10 x 3.10 = 6.51 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Bathroom Sink (Basin - Standard specification - 1.00 item)	No Earthquake Damage	
Ceiling (Gib - Paint - 6.51 m2)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	Cosmetic damage	Repaint total door surround 1.00 No of
Floor (Concrete - Tiles - 6.51 m2)	No Earthquake Damage	
Shower (Cubical shower unit - Acrylic shower - 1.80 m2)	No Earthquake Damage	
Toilet (Standard - Standard Spec - 1.00 item)	No Earthquake Damage	
Wall covering (Gib - Paint - 24.96 m2)	Cosmetic damage	Rake out, plaster and paint 20.64 m2
Window (Aluminium Awning - Pane double glazed - 1.00 No of)	No Earthquake Damage	

#### Ground Floor - Internal Garage (Off laundry)

Room Size: 6.00 x 6.50 = 39.00 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

#### Ground Floor - Laundry (Off hallway)

Room Size: 1.70 x 3.30 = 5.61 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Paint - 5.61 m2)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	Cosmetic damage	Repaint total door surround 1.00 No of
Floor (Concrete - Tiles - 5.61 m2)	No Earthquake Damage	
Wall covering (Gib - Paint - 24.00 m2)	No Earthquake Damage	
Wash tub (Single - Stainless Steel - 1.00 item)	No Earthquake Damage	

#### Ground Floor - Walk In Wardrobe (Bedroom 1)

Room Size: 1.50 x 2.60 = 3.90 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Built In Shelves (Wall unit - Metal wire - 1.64 m2)	No Earthquake Damage	
Ceiling (Gib - Paint - 3.90 m2)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	Cosmetic damage	Repaint total door surround 1.00 No of
Floor (Concrete - Carpet - 3.90 m2)	No Earthquake Damage	
Wall covering (Gib - Paint - 19.68 m2)	Cosmetic damage	Rake out, plaster and paint 19.68 m2

#### Ground Floor - Bathroom (Off hallway)

Room Size: 3.20 x 2.30 = 7.36 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

#### Ground Floor - Toilet (Off hallway)

Room Size: 1.00 x 2.20 = 2.20 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

### Ground Floor - Office/Study (East)

Room Size: 2.40 x 3.20 = 7.68 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Paint - 7.68 m2)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage	
Floor (Concrete - Carpet - 7.68 m2)	No Earthquake Damage	
Wall covering (Gib - Paint - 26.88 m2)	Cosmetic damage	Rake out, plaster and paint 26.88 m2
Window (Aluminium Casement - Pane double glazed - 1.00 No of)	No Earthquake Damage	

### Ground Floor - Kitchen (Open plan with kitchen)

Room Size: 6.40 x 5.70 = 36.48 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Paint - 36.48 m2)	Cosmetic Damage	Gap fill and paint trims 16.00 l/m
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage	
Floor (Concrete - Carpet - 36.48 m2)	No Earthquake Damage	
Kitchen joinery (Medium Spec - MDF - 1.00 item)	No Earthquake Damage	
Range ( Free standing oven ) (Gas - Standard Electric - 1.00 item)	No Earthquake Damage	
Range Hood (Over Head - Standard spec - 1.00 item)	No Earthquake Damage	
Wall covering (Gib - Paint - 58.08 m2)	No Earthquake Damage	
Window (Timber medium - Pane double glazed - 3.00 No of)	No Earthquake Damage	
Work top (Kitchen work top - Laminate - 6.00 l/m)	No Earthquake Damage	

### Ground Floor - Bedroom (2. West (pink))

Room Size: 3.30 x 4.50 = 14.85 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

### Ground Floor - Bedroom (3. West (yellow))

Room Size: 3.50 x 4.30 = 15.05 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Paint - 15.05 m2)	No Earthquake Damage	
Door (External) (Sliding / Ranch sliding door - Aluminium - 1.00 item)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	Cosmetic damage	Repaint total door surround 1.00 No of
Floor (Concrete - Carpet - 15.05 m2)	No Earthquake Damage	
Trim (Painted MDF - Trim 60mm - 8.40 l/m)	Damaged finish	Re-paint trim 8.40 l/m

Wall covering (Gib - Paint - 37.44 m2) No Earthquake Damage  
 Window (Aluminium Awning - Pane double glazed - 1.00 No of) No Earthquake Damage

#### Ground Floor - Living (Open plan off kitchen)

Room Size: 5.10 x 4.80 = 24.48 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

#### Ground Floor - Bedroom (4. Southeast)

Room Size: 3.30 x 3.90 = 12.87 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

#### Scope of Works - Glossary of Terms

<b>Cosmetic Damage</b>	Cosmetic damage is used to record repairs to an element that can be done in situ e.g. minor cracking to plasterboard. For example a repair strategy may state "rake, stop and paint" and this is carried out without needing to remove or replace the damaged element. Where the plasterboard for example needs to be removed and replaced, this will be recorded as 'structural damage'.
<b>Impact Damage</b>	Impact damage is where an element or part of a building sustains earthquake damage and then breaks away or collapses causing damage to another part of the building. An example is a chimney that has collapsed and caused damage to roof tiles.
<b>Structural Damage</b>	The term structural damage is used where a repair requires an element to be removed and replaced e.g. major cracking to plasterboard or external cladding that has been dislodged. This term does not relate to the structural integrity of the building as a whole, but to the individual element only.

#### Additional Information

<b>Building Terms</b>	The Department of Building and Housing website has a comprehensive list of common building terms: <a href="http://www.dbh.govt.nz/building-az-wxyz">http://www.dbh.govt.nz/building-az-wxyz</a>
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## EQC Full Assessment Report

**Claim Number:** CLM/2011/222706  
**Claimant:** ANTHONY MCNALLY  
**Property Address:** 245 SOUTHFIELD DRIVE  
 LINCOLN 7608

**Assessment Date:** 10/09/2011 13:22  
**Assessor:** Carlton, Steve  
**Estimator:** Danger, Kirk

## Claimant Setup

Type	Name	Home Number	Mobile Number	Work Number	Email Address
Owner	ANTHONY, MCNALLY				

## Insurance &amp; Mortgage Details

## Insurance Details - From Claim Centre

Insurer	Policy Type	Policy Number	Insurance Sighted	Insurance Valid
AMI Insurance	Dwelling		Yes	

## Insurance Details - Added in COMET

Insurer	Policy Type	Policy Number	Insurance Sighted	Insurance Valid
AMI Insurance	Contents		Yes	

## Insurance Details - Comments

## Mortgage Details - From Claim Centre

Bank
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## Mortgage Details - Added in COMET

Bank
ANZ BANK LENDING SERVICES CENTRE

## Mortgage Details - Comments

## Opt Out

For repairs costing between \$10,000 and \$100,000 the claimant wishes to manage their own repairs? No

## Hazards

**Hazards:** No hazards  
 DWELLING HABITABLE

**Property Sticker:** No Sticker

## Building Configurations

Leaky Home Syndrome? No

Building Name	Number of floors	Building Finish	Age of house	Footprint	Area (m2)
Main Building	1	Standard	Post 1980	L Shape	248.80

## Full Assessment

### Site

Element	Type	Material	Damages	Measure	Rate	Cost
Land	Exposed	Soil	No Earthquake Damage			
			No Earthquake Damage			

**General Comments:**

### Services

Element	Type	Material	Damages	Measure	Rate	Cost
Sewerage	Town Connection	PVC Pipe	No Earthquake Damage			
Water Supply	Town Connection	Plastic	No Earthquake Damage			

**General Comments:**

### Main Building

#### Exterior

##### Elevation (Eastwall)

**Damage:** Earthquake damage

**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Brick Veneer	Brick	Cracking			
			Grind out and repoint mortar	1.50 l/m	50.00	75.00
Wall framing	Timber Frame	Timber	No Earthquake Damage			

**General Comments:**

##### Elevation (Southwall)

**Damage:** Earthquake damage

**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Brick Veneer	Brick	Cracking			
			Relay and re-bed loose bricks	0.40 m2	85.00	34.00
Wall framing	Timber Frame	Timber	No Earthquake Damage			

**General Comments:**

##### Elevation (Westwall)

**Damage:** Earthquake damage

**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Brick Veneer	Brick	Cracking			
			Relay and re-bed loose bricks	0.40 m2	85.00	34.00
Wall framing	Timber Frame	Timber	No Earthquake Damage			

**General Comments:**

##### Elevation (Northwall)

**Damage:** No damage

**Require Scaffolding?** No

**General Comments:** 16m x 2.3h brick veneer

##### Foundations (Slab)

**Damage:** No damage

**Require Scaffolding?** No

**General Comments:**

##### Roof (Concrete tile)

**Damage:** Earthquake damage

**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Roof Covering	Pitched	Concrete tile	Impact damage			

Roof Covering	Pitched	Concrete tile	Realign roof tiles	0.50 m2	15.00	7.50
			Impact damage			
			Repaint ridge capping	20.00 l/m	23.00	460.00
Roof framing	Framed	Timber	No Earthquake Damage			

**General Comments:****Ground Floor - Family Room (Off entry)****Damage:** No damage**Require Scaffolding?** No**General Comments:****Ground Floor - Entry****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (External)	Single solid Door	Timber				
Floor	Concrete	Tiles	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	20.00 m2	27.00	540.00

**General Comments:** Painting what applys**Ground Floor - Bedroom (1. West (master))****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	Cosmetic Damage			
			Rake out, plaster and paint	20.28 m2	27.00	547.56
Door (External)	Sliding / Ranch sliding door	Aluminium	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Wall covering	Gib	Paint	No Earthquake Damage			
Window	Aluminium Awning	Pane double glazed	No Earthquake Damage			

**General Comments:** crack in ceiling where hallway enters main bedroom plus separation around doorway to ensuite**Ground Floor - Hallway (Off entry)****Damage:** No damage**Require Scaffolding?** No**General Comments:** carpet floor,gib walls + ceiling**Ground Floor - En Suite (Bedroom 1)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Bathroom Sink	Basin	Standard specification	No Earthquake Damage			
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	Cosmetic damage			
			Repaint total door surround	1.00 No of	90.00	90.00
Floor	Concrete	Tiles	No Earthquake Damage			
Shower	Cubical shower unit	Acrylic shower	No Earthquake Damage			
Toilet	Standard	Standard Spec	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	20.64 m2	27.00	557.28
Window	Aluminium Awning	Pane double glazed	No Earthquake Damage			

**General Comments:** crack to north wall top left cnr window plus other side of same window. Also door surround requires painting. Allow deduction of wall space due to tiled shower walls.

**Ground Floor - Internal Garage (Off laundry)**

**Damage:** No damage

**Require Scaffolding?** No

**General Comments:**

**Ground Floor - Laundry (Off hallway)**

**Damage:** Earthquake damage

**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	Cosmetic damage			
			Repaint total door surround	1.00 No of	90.00	90.00
Floor	Concrete	Tiles	No Earthquake Damage			
Wall covering	Gib	Paint	No Earthquake Damage			
Wash tub	Single	Stainless Steel	No Earthquake Damage			

**General Comments:**

**Ground Floor - Walk In Wardrobe (Bedroom 1)**

**Damage:** Earthquake damage

**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Built In Shelves	Wall unit	Metal wire	No Earthquake Damage			
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	Cosmetic damage			
			Repaint total door surround	1.00 No of	90.00	90.00
Floor	Concrete	Carpet	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	19.68 m2	27.00	531.36

**General Comments:** crack top left door on south wall

**Ground Floor - Bathroom (Off hallway)**

**Damage:** No damage

**Require Scaffolding?** No

**General Comments:**

**Ground Floor - Toilet (Off hallway)**

**Damage:** No damage

**Require Scaffolding?** No

**General Comments:**

**Ground Floor - Office/Study (East)**

**Damage:** Earthquake damage

**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	26.88 m2	27.00	725.76
Window	Aluminium Casement	Pane double glazed	No Earthquake Damage			

**General Comments:** cracks to west wall right top door

**Ground Floor - Kitchen (Open plan with kitchen)**

**Damage:** Earthquake damage

**Require Scaffolding?** No



Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	Cosmetic Damage			
			Gap fill and paint trims	16.00 l/m	17.00	272.00
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Kitchen joinery	Medium Spec	MDF	No Earthquake Damage			
Range ( Free standing oven )	Gas	Standard Electric	No Earthquake Damage			
Range Hood	Over Head	Standard spec	No Earthquake Damage			
Wall covering	Gib	Paint	No Earthquake Damage			
Window	Timber medium	Pane double glazed	No Earthquake Damage			
Work top	Kitchen work top	Laminate	No Earthquake Damage			

**General Comments:****Ground Floor - Bedroom (2. West (pink))****Damage:** No damage**Require Scaffolding?** No**General Comments:** Painted gib ceiling and walls, carpeted concrete floor, single hollow core door aluminium awning window, aluminium ranchslider**Ground Floor - Bedroom (3. West (yellow))****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (External)	Sliding / Ranch sliding door	Aluminium	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	Cosmetic damage			
			Repaint total door surround	1.00 No of	90.00	90.00
Floor	Concrete	Carpet	No Earthquake Damage			
Trim	Painted MDF	Trim 60mm	Damaged finish			
			Re-paint trim	8.40 l/m	8.00	67.20
Wall covering	Gib	Paint	No Earthquake Damage			
Window	Aluminium Awning	Pane double glazed	No Earthquake Damage			

**General Comments:** minor cracking around door frame and wardrobe frame**Ground Floor - Living (Open plan off kitchen)****Damage:** No damage**Require Scaffolding?** No**General Comments:****Ground Floor - Bedroom (4. Southeast)****Damage:** No damage**Require Scaffolding?** No**General Comments:** Painted gib ceiling and walls, carpeted concrete floor, single hollow core door aluminium casement window**Fees****Fees**

Name	Duration	Estimate
Small Job Fee	1.00	180.00
Small Job Fee	1.00	180.00

**Overheads**

Name	Estimate
Preliminary and general	336.93
Margin	490.86
GST	809.92

## Scope Of Works Estimate

### Property

Description	Estimate
Site	0.00
Services	0.00
	0.00

### Main Building

Name	Description	Estimate
Exterior	Roof (Concrete tile)	467.50
	Elevation (Eastwall)	75.00
	Elevation (Northwall)	0.00
	Foundations (Slab)	0.00
	Elevation (Southwall)	34.00
	Elevation (Westwall)	34.00
		610.50

Floor	Description	Estimate
Ground Floor	Bathroom (Off hallway)	0.00
	Bedroom (1. West (master))	547.56
	Bedroom (2. West (pink))	0.00
	Bedroom (3. West (yellow))	157.20
	Bedroom (4. Southeast)	0.00
	En Suite (Bedroom 1)	647.28
	Entry	540.00
	Family Room (Off entry)	0.00
	Hallway (Off entry)	0.00
	Internal Garage (Off laundry)	0.00
	Kitchen (Open plan with kitchen)	272.00
	Laundry (Off hallway)	90.00
	Living (Open plan off kitchen)	0.00
	Office/Study (East)	725.76
	Toilet (Off hallway)	0.00
	Walk In Wardrobe (Bedroom 1)	621.36
		3,601.16
		3,601.16

### Fees

Description	Estimate
Small Job Fee	180.00
Small Job Fee	180.00
	360.00

### Overheads

Description	Estimate
Preliminary and general	336.93
Margin	490.86
GST	809.92
	1,637.71
<b>Total Estimate</b>	<b>6,209.37</b>

## Inspection Sign Off

Description	Answer	comments
<b>Contents Damage</b>		
Has the contents schedule been left with claimant?	No	
Have the contents been sighted?	No	
<b>Land Damage</b>		
Is there land damage?	No	
Landslip damage has been assessed on paper	No	
<b>Was a full inspection done?</b>		
In roof space	Yes	
On roof?	Yes	
Under sub floor?	No	Nil access - concrete slab
<b>Decline Claim</b>		
Recommend Declining Claim	No	
<b>Next Action:</b>		

## Previous Claim Numbers (recorded manually in field)

- 2010/054011

## File Notes

<b>Date Created:</b>	10/09/2011 12:37
<b>Created :</b>	Carlton, Steve
<b>Subject:</b>	Description
<b>Note:</b>	Four bedroom single storey dwelling built 2008 of brick and concrete tile roof with internal double garage. minor damage in September 2010 as met by claim 2010/054011 (\$[REDACTED]). This damage also minor as assessed and it should be noted it includes the aforementioned unrepaired damage from September. Therefore this assessment equates to the total minus that which has already been settled.
<b>Next Action:</b>	

## Urgent Works Items





# 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.





# Tanya & Courtney

Tanya Marillier and Courtney Gosney are a dynamic, powerhouse team at McRae & Knowler Real Estate, bringing together over a decade of combined experience in sales, customer service, and real estate expertise. With a shared passion for delivering exceptional service, they approach each client journey with honesty, integrity, and a commitment to exceeding expectations.

Tanya, a trusted local expert with over \$100 million in sales, brings meticulous attention to detail and a personalised approach to every transaction. Her extensive background in corporate finance and office management makes her a strategic thinker, staying ahead of market trends to give clients a competitive edge.

Courtney, with her background in global brand management, is known for her approachable, down-to-earth style and dedication to making the process enjoyable. Her strong communication and marketing skills ensure clients feel informed and supported every step of the way.

Together, Tanya and Courtney offer a fresh perspective on real estate, combining a wealth of knowledge with a genuine passion for connecting with people. Whether you're buying, selling, or exploring your options, they're dedicated to making your next move seamless, rewarding, and stress-free.

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Scan to find out more





This information has been supplied by the vendor or the vendor's agents. Accordingly McRae & Knowler is merely passing over the information as supplied to us by the vendor or the vendor's agents. 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. To the maximum extent permitted by law McRae & Knowler do not accept any responsibility to any person for the accuracy of the information herein.

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