

**BE REAL
ESTATE**

**PROPERTY
INFORMATION**

Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at

3 Kowhai Street, Kaka Point (Property).

Purchaser Name: _____

Address: _____

Phone: _____

Email: _____

Solicitor: _____
(Name) (Firm)

Overseas Investment Act:



I/We understand that residential property purchases are now subject to the provisions of the Overseas Investment Act 2005 (OIA). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent, do not have OIA consent and do not make our offer conditional upon obtaining it, we will be in breach of the OIA and may be liable for fines of up to \$300,000, I/ we may not be able to settle the transaction and may incur liability to the vendor (including losing my/our deposit).

IF YOU ARE UNCERTAIN ABOUT YOUR ELIGIBILITY OR WHETHER THE PROPERTY IS SUBJECT TO THE OIA, YOU MUST MAKE YOUR OFFER SUBJECT TO OBTAINING OVERSEAS INVESTMENT OFFICE CONSENT.

AUCTIONS

YOU MUST NOT BID AT AN AUCTION UNLESS YOU ARE ABLE TO BUY THE PROPERTY ON AN UNCONDITIONAL BASIS. YOU MAY INCUR FINES OF UP TO \$300,000 AND LIABILITY TO THE VENDOR IF YOU PURCHASE THE PROPERTY AT AUCTION IN CIRCUMSTANCES WHERE YOU DO NOT MEET THE ELIGIBILITY CRITERIA IN THE OIA. OBTAIN LEGAL ADVICE BEFORE BIDDING IF YOU ARE UNSURE WHETHER YOU MEET THE ELIGIBILITY CRITERIA.

Customer Due Diligence:



I/we understand and acknowledge that before my lawyer can act for me, they must complete customer due diligence (CDD) on me under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFTA). If my lawyer cannot complete customer due diligence on me and cannot act for me as a result, I may not be able to satisfy conditions under the agreement or settle the property purchase. This may result in me incurring liability to the vendor.

Sharing of Sales Information with the Real Estate Institute of New Zealand:



I/we understand and acknowledge that the listing agent will collate and share property information for research, reports, statistical analysis, and other purposes, including in particular sharing listing and sales data with the Real Estate Institute of New Zealand (REINZ), for inclusion in the databases, reports and materials made available by REINZ to people in the real estate industry and others. Other than for statistical or research purposes that do not specifically identify you or the property, information relating to the Property and any sale of the Property will be provided to REINZ once the sale has become unconditional, and shared by REINZ either directly or indirectly with other agents and online platforms to enable them to provide indicative values of other properties in the area. Agents incorporate this information into appraisals that they are required under the Real Estate Agents Act 2008 to provide to prospective vendors and it is generally available for purchasers and interested parties looking to understand the property market in the area, in advance of this information becoming publicly available from the relevant local council.

PRIVACY & INDIRECT COLLECTION ADVICE - PRIVACY ACT 2020 IPP3 AND IPP 3A



ownly also collects personal information about you from third party sources (indirect collection). Under IPP 3a, from 1 May 2026, we notify you of this, Indirect sources include REAL (AML/CFT Identity Identification), your legal or financial advisers, LINZ and Council databases, referrals from clients or business contacts, purchased database contacts, photographers, virtual operators and other contracted service providers, and regulators, and Government agencies required by law. Information is only used to facilitate the transaction and meet legal obligations. To contact our Privacy Officer: HQ@ownly.nz 022 364 774. A full Privacy Statement is available upon request.

I/We confirm I/We have read and understood this Privacy & Indirect Collection Notice and consent to the collection, use and disclosure of my/our personal information as described.

Signed:  _____

Name: _____

Date: _____

Signed:  _____

Name: _____

Date: _____

If you are intending to purchase the property as trustees of a trust, all trustees must sign this form.

If a company is purchasing the property, by signing this form you acknowledge that you are duly authorised to sign this form on the company's behalf.

Privacy Policy

ownly Limited and all agencies trading under its REA license

1. Legislative Background

1.1 IPP 2 — Source of Personal Information

IPP 2 requires that personal information be collected directly from the individual concerned. Collection from a third-party source is only permitted where one of the following exceptions applies:

- The individual authorises collection from another source;
- The agency believes, on reasonable grounds, that direct collection would prejudice the interests of the individual;
- Direct collection is not reasonably practicable in the circumstances;
- Collection from another source is required or authorised by law; or
- The information is publicly available.

Importantly, IPP 2 does not require that the Privacy Statement specify which exception is being relied upon, but best practice — and consistency with IPP 3 and IPP 3A — is to signal to individuals that third-party collection occurs and the basis for it.

1.2 IPP 3 — Notification on Direct Collection

When personal information is collected directly from an individual, the agency must take reasonable steps to ensure the individual is aware of:

- The fact that the information is being collected;
- The purpose for which the information is being collected;
- The intended recipients of the information;
- The name and address of the agency collecting and holding the information;
- Whether the provision of the information is voluntary or mandatory;
- The consequences (if any) of not providing the information;
- The individual's right to access and correct the information;
- Whether the collection is authorised or required by a specific law and, if so, which law.

1.3 IPP 3A — Notification on Indirect Collection (new from 1 May 2026)

IPP 3A was introduced by the Privacy Amendment Act 2025 and came into force on 1 May 2026. It mirrors IPP 3 but applies when personal information is collected from a source other than the individual themselves. The agency must take reasonable steps, as soon as reasonably practicable after collection, to notify the individual of:

- The fact that information about them has been collected;
- The purpose of the collection;
- The name and address of the agency collecting and holding the information;
- The intended recipients of the information;
- Whether the collection is authorised or required by law and which law;
- Their right to access and correct their information.

Exceptions apply where: the individual has already been made aware; the information is from a publicly available source; compliance is not reasonably practicable; or notification would prejudice the

maintenance of the law. The obligation rests with the agency doing the indirect collecting, though the disclosing agency may satisfy it through their own privacy notice if sufficiently specific.

For a real estate agency, indirect collection is routine and includes:

- Vendor information passed through REALAML or other AML providers;
- Information obtained from professional advisers such as lawyers and accountants;
- Reference checks or information from other agents;
- Publicly available property records (LINZ, council databases);
- Details provided by photographers, virtual tour operators, and other contractors;
- Referrals from existing clients, business partners, or other third parties who pass on contact details or background information about a prospective client; and
- Purchased or licensed contact databases, where individuals' details have been acquired from a commercial data provider for the purpose of marketing or client prospecting.

About This Statement

ownly Limited trading as ownly ("ownly", "we", "us", "our") and its licensed agents recognises the importance of protecting the privacy and rights of individuals in relation to their personal information. We comply with the Privacy Act 2020 (New Zealand) in all dealings with personal information. This Privacy Statement explains what personal information we collect, why we collect it, where we collect it from, who we share it with, and your rights in relation to it.

2. What Personal Information We Collect

We may collect the following types of personal information about you:

- Your full name and date of birth;
- Contact details including address, phone number, and email address;
- Property-related information including ownership details, property descriptions, and transaction history;
- Comments or feedback you provide in relation to a property;
- Identity verification documentation and financial information required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act) when you are acting as a Vendor; and
- Any other information you provide to us in the course of our business relationship.

3. How and Where We Collect Your Information (IPP 2 & IPP 3)

Direct Collection

We collect most personal information directly from you — for example, when you inquire about a property, engage us to list a property, or contact us by phone, email, or web form. When we collect information directly from you, we will take reasonable steps to make sure you are aware of:

- The fact that we are collecting your information;
- The purpose for which it is being collected;
- Whether the provision of the information is voluntary or mandatory. Where collection is required by law (such as under the AML/CFT Act), we will tell you which law requires it;
- The consequences of not providing the information, where relevant. For example, if we are unable to obtain the identity information required under the AML/CFT Act, we may be unable to proceed with the listing or transaction;

- The intended recipients of your information; and
- Your right to access and correct your personal information (see section 6 below).

Third-Party and Indirect Collection

In some circumstances we collect personal information about you from sources other than yourself. This may occur when:

- Your professional advisers (such as lawyers or accountants) provide information in the course of a transaction;
- We use our AML compliance provider, REALAML, to assist in verifying your identity as required under the AML/CFT Act;
- We obtain publicly available information such as property ownership records from Land Information New Zealand (LINZ) or local council databases;
- Our contracted service providers (such as photographers or virtual tour operators) share relevant contact or property details with us in order to carry out their services;
- Regulators or government agencies share information with us as authorised or required by law;
- An existing client, business contact, or other third party refers you to us and provides your contact details or background information in the course of making that referral;
- We acquire or licence a contact database from a commercial data provider that includes your personal information for the purpose of property marketing or client prospecting; or
- Any other third party provides information relevant to a property transaction in which you are involved.

Where we collect information about you from a third-party source, we will take reasonable steps to notify you of the matters listed above, as soon as reasonably practicable after collection, unless one of the following exceptions applies:

- You have already been made aware of the collection — for example, because the disclosing agency (such as REALAML) has already provided you with notice;
- The information was obtained from a publicly available source (such as LINZ records);
- The collection is authorised or required by the AML/CFT Act or another New Zealand law, and notification would undermine the purpose of the collection; or
- Notification is not reasonably practicable in the circumstances.

We will generally provide indirect collection notification by email or written notice at the earliest practicable opportunity.

4. Why We Collect Your Information (Purpose of Collection)

We collect your personal information for the following purposes:

- To facilitate the sale, purchase, or leasing of property on behalf of our clients;
- To meet our legal obligations under the AML/CFT Act and the Real Estate Agents Act 2008;
- To communicate with you regarding properties, transactions, and our services;
- To respond to your inquiries and provide you with feedback;
- To maintain business records and comply with accounting, tax, and legal requirements; and
- To keep you informed of relevant property market updates or services, where you have consented or where we have a legitimate business interest in doing so.

We will not use your information for any other purpose without your consent, or unless otherwise permitted by the Privacy Act 2020.

5. Who We Share Your Information With

We share personal information only to the extent necessary for the purposes described above.

Recipients may include:

- Your professional advisers, such as lawyers or accountants, involved in a transaction;
- REALAML, our AML/CFT compliance provider;
- Regulators and government agencies including the Real Estate Agents Authority (REAA) / REA, REINZ, the New Zealand Police (as required under the AML/CFT Act), and any other body with which we are legally required to share your information;
- Our contracted service providers involved in your transaction, such as photographers, virtual tour operators, and property marketing platforms; and
- Any other party with your consent, or as otherwise permitted or required by law.

We may also disclose information where it is not in a form that identifies you, or where the disclosure is permitted under the Privacy Act 2020 or another applicable law.

6. How Long We Keep Your Information

We retain your personal information for as long as it is necessary for the purpose for which it was collected, or as required or permitted by law. In particular, AML/CFT legislation requires us to retain certain identity and transaction records for a minimum of five years. Where information is no longer required and no legal retention obligation applies, we will take reasonable steps to securely destroy or de-identify it. REA rules require us to keep real estate transaction information for seven years.

7. How We Keep Your Information Safe

We store your personal information in encrypted electronic systems with restricted staff access. Physical documents are stored securely. We take reasonable steps to protect your personal information from loss, unauthorised access, use, modification, or disclosure.

8. Your Rights — Access and Correction

You have the right under the Privacy Act 2020 to:

- Request access to any personal information we hold about you; and
- Ask us to correct that information if you believe it is inaccurate, incomplete, or misleading.

To make an access or correction request, or for any privacy-related inquiry, please contact us:

- Email: contactingHQ@ownly.nz (addressed to the Privacy Officer);
- Phone: 022 36 47774; or
- Post: 14 Aperahama Street, Paekakariki 5034.

We will respond to your request in accordance with the timeframes required by the Privacy Act 2020.

9. Complaints

New Zealand

If you have a concern or complaint about how we have handled your personal information, we encourage you to contact us in the first instance at contactingHQ@ownly.nz addressed to the Privacy Officer. If you remain dissatisfied, you may lodge a complaint with the Office of the Privacy Commissioner:

- Website: www.privacy.org.nz
- Phone: 0800 803 909
- Online complaint form available at privacy.org.nz

Australian Clients

If you are an Australian resident and have a query or complaint about our collection, use, or storage of your personal information (including under the Privacy Act 1988 (Cth) or the Credit Reporting Privacy Code), please contact contactingHQ@ownly.nz addressed to the Privacy Officer. If you are dissatisfied with our handling of your complaint, you may contact:

- Office of the Australian Information Commissioner — GPO Box 5218, Sydney NSW 2001 | Tel: 1300 363 992 | enquiries@oaic.gov.au
- Australian Financial Complaints Authority (AFCA) — www.afca.org.au

10. Changes to This Statement

We may update this Privacy Statement from time to time to reflect changes in the law or our practices. The current version will always be available on our website or on request. This statement was last updated in April 2026 to incorporate the requirements of IPP 3A introduced by the Privacy Amendment Act 2025.

Note: This review was prepared in April 2026 against the Privacy Act 2020 as amended by the Privacy Amendment Act 2025 (IPP 3A in force 1 May 2026). This document is a compliance review only and does not constitute legal advice. ownly should seek independent legal counsel before finalising and publishing the updated Privacy Statement.

Internal Complaints Policy

ownly Limited and all agencies within the ownly REA license

Issued in compliance with Rule 12 — Real Estate Agents Act (Professional Conduct and Client Care)
Rules 2012

Document Version	Version 2.0 — April 2026 (supersedes prior policy)
Governing Legislation	Real Estate Agents Act 2008 and Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, Rule 12
Supervising Agent	Keith Ward supervision@ownly.nz 027 288 8813
Applies To	All clients, customers, and members of the public dealing with ownly or its licensees

1. Legislative Requirements — Rule 12

Rule 12 of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 imposes the following obligations on real estate agencies:

- Rule 12.1: An agent must develop and maintain a written in-house procedure for dealing with complaints relating to real estate agency work carried out by the agent or by any licensee employed or engaged by the agent.
- Rule 12.2: An agent must take reasonable steps to make clients and customers aware of the in-house complaints procedure at the first reasonable opportunity.
- Rule 12.3: An agent must inform clients and customers that they do not have to use the in-house procedure and may make a complaint directly to the Real Estate Authority (REA) at any time.
- Rule 12.4 (implied by Rules 12.1–12.3 and REA guidance): The procedure must include a structured, fair, and prompt process with defined steps, timeframes for acknowledgement and response, escalation pathways, and a clear referral to REA.

This policy has been prepared to satisfy these requirements. All licensees employed or engaged by ownly are required to be familiar with and comply with this policy.

2. Your Right to Make a Complaint

Important Notice to Clients and Customers

You do not have to use ownly's internal complaints process. You may make a complaint directly to the Real Estate Authority (REA) at any time — before, during, or after using our internal process. Using our internal process does not prevent you from also making a complaint to REA.

ownly is committed to resolving complaints fairly, promptly, and professionally. We welcome feedback as an opportunity to improve our service. All complaints will be treated with respect and confidentiality.

You may make a complaint about any aspect of the real estate agency work carried out by ownly or any of its licensees, including:

- The conduct or behaviour of a licensee;
- The standard of service provided;
- The handling of a transaction;
- Any communication or disclosure concern; or
- Any other matter relating to real estate agency work.

3. How to Make a Complaint

You are encouraged to submit your complaint in writing wherever possible, as this helps us investigate fully and respond clearly. However, we will also accept verbal complaints and will document these on your behalf.

Contact Details — Complaints

Supervising Agent	Keith Ward
Email	supervision@ownly.nz
Phone / Cell	027 288 8813
Post	ownly Limited, 14 Aperahama Street, Paekakariki 5034

If your complaint concerns the Supervising Agent personally, please contact ownly's principal or a senior licensee directly so that the complaint can be handled without conflict of interest. Details are available on request.

4. Our Step-by-Step Complaints Process

The following process applies to all complaints received by ownly. All complaints will be handled fairly, confidentially, and without undue delay.

01	Acknowledge the Complaint Acknowledge receipt within two (2) working days of receiving the complaint — by phone, email, or letter. Confirm the complaint has been received and that it will be investigated fairly and promptly.
02	Gather Information Ask the complainant to provide all relevant details in writing, including any supporting documents or evidence. Seek clarification where needed to fully understand the nature of the complaint.
03	Investigate The Supervising Agent (or a senior licensee if the complaint involves the Supervising Agent) will investigate the complaint thoroughly. This may include reviewing relevant records, correspondence, and speaking with those involved.
04	Written Response

	Provide a written response to the complainant within twenty (20) working days of receiving the complaint. If more time is required, advise the complainant in writing, with reasons and an updated timeframe.
05	Proposed Resolution If the complaint cannot be resolved informally, provide the complainant with a written proposal to resolve the complaint. The complainant should respond within five (5) working days indicating acceptance or an alternative resolution.
06	Mediation (if required) If the parties cannot agree on a resolution, ownly may invite the complainant to participate in mediation with a mutually agreed independent mediator. Costs of mediation will be agreed in advance.
07	Conclusion of Internal Process If mediation does not resolve the complaint, or if either party declines mediation, the internal complaints process is concluded. The complainant retains the right to refer the matter to REA at any stage.

5. External Complaints Pathway — Real Estate Authority (REA)

As noted above, you may contact REA at any time regardless of whether you have used, are using, or intend to use our internal complaints process. REA is an independent government body that regulates the real estate industry and protects the interests of consumers.

REA can investigate complaints about the conduct of any licensed real estate salesperson, branch manager, agent, or agency. REA will assess whether the conduct may constitute a breach of the Real Estate Agents Act 2008 or the Code of Conduct (Professional Conduct and Client Care Rules 2012).

Real Estate Authority (REA)	0800 367 7322 info@rea.govt.nz www.rea.govt.nz
Complaints Assessment Committee (CAC)	Serious complaints may be referred by REA to a Complaints Assessment Committee (CAC) for formal determination. The CAC can make findings of unsatisfactory conduct or misconduct.
Real Estate Agents Disciplinary Tribunal	CAC decisions may be appealed to the Real Estate Agents Disciplinary Tribunal, an independent body with the power to make binding decisions including suspension or cancellation of a licence.

6. Record Keeping and Confidentiality

Record Keeping

ownly will maintain a written record of all complaints received, including:

- The date the complaint was received;
- The name and contact details of the complainant;
- A summary of the complaint;

- The steps taken to investigate and resolve the complaint;
- The outcome and any resolution reached; and
- Any referral to REA or other external body.

Complaint records will be retained for a minimum of three (3) years, consistent with REA practice, and may be retained for longer where required by law or where proceedings are ongoing.

Confidentiality

All complaints will be handled confidentially. Personal information about complainants and any licensees involved will only be disclosed to the extent necessary to investigate and resolve the complaint, or as required by law. This is consistent with Rules 9.16 to 9.18 of the Code of Conduct.

7. Notifying Clients and Customers of This Policy

In accordance with Rule 12.2, ownly will take reasonable steps to make all clients and customers aware of this complaints policy at the first reasonable opportunity. This will be done by:

- Providing a copy of this policy, or a written summary of it, to clients at the time of signing an agency agreement;
- Making this policy available on request at any ownly office;
- Including a reference to this policy in ownly's standard client correspondence and on its website; and
- Ensuring all licensees are familiar with this policy and can direct clients and customers to it.

All licensees employed or engaged by ownly are required to be familiar with this policy and to comply with it at all times. Questions about this policy should be directed to the Supervising Agent, Keith Ward, at supervision@ownly.nz.

This policy was prepared in April 2026 and complies with Rule 12 of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012. It should be reviewed annually or whenever there is a change in relevant legislation or REA guidance. This document does not constitute legal advice.

Property Information and Disclosures

Property Address
 Listing Salesperson/people

Vendor to complete the following disclosures at time of listing:

Vendor's Warranties

When completing a Sale & Purchase Agreement, the Vendors Warranties clause requires that:

a) You have not received any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or government authority or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from any other party.

b) You have no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

If you are unable to warrant either of the above, please describe:

Notes:

Insurance

No Yes Have you ever made any insurance or EQC claims in connection with the property?

No Yes Have you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this property?

If 'YES' to any of the above, please explain:

Property Disclosures (include notes for further detail)

No Yes Is the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they have signed related agreements or consents to) which may affect a customer's decision to purchase?

No Yes Are there any areas of concern relating to the property and its neighbourhood? For example, criminal activity, possible nearby developments, unusual death at the property, neighbourhood disputes, boundary issues, fencing issues or Council Encroachments at the property?

No Yes Is everything in proper working order, including but not limited to electrical fittings, appliances, plumbing, locks and keys and remotes to all outside doors, wood burners, heating, security systems and airconditioning and including all of the intended chattels?

No Yes Does the property display characteristics of asbestos presence?

No Yes Does the property display evidence of the presence of Dux Qest plumbing?

No Yes Does the property display evidence of the presence of weatherside cladding?

No Yes Are there keys and/or remotes (if applicable) for every external door?

Insulation:	Is there insulation: in all external walls (ex-garage)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Unsure
	in the ceiling?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Unsure
	underfloor?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Unsure
	In garage (if part of house)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Unsure

Additional Notes:

Property Disclosures continued

No Yes Is the property connected to town services? - water, stormwater, sewage?
If, no, describe fully the property's arrangements and detail servicing arrangements, including when last serviced?

No Yes Will there be water/electricity/gas available for the new owner on settlement?

No Yes Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:

If, yes, was the property professionally remedied? No Yes
Can you provide evidence of this? No Yes

No Yes Does the property have a wood burner or open fire? place?
When was it last serviced? _____
Does it have a Code Compliance Certificate or Permit? No Yes N/A

No Yes Are there any retaining walls on or about the property?
Is there a Code Compliance Certificate or Permit available (where applicable)? No Yes N/A
Is there any evidence of movement in the wall/s? If so please explain No Yes

No Yes Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?

No Yes Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?

No Yes Is there any evidence or issues relating to the structural integrity of the dwelling, e.g. building subsidence, signs of movement, walls removed?

No Yes Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?

No Yes Have any fully-tiled showers been installed? (They will need a CCC)

No Yes Is there any evidence of current or past insect, rodent or animal issues on the property?

Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s) Yes No

a) are they fully City Council compliant for their claimed type of use? No Yes N/A

b) is there anything about them that should be disclosed to buyers? No Yes

c) are they fully operational (completed, permanent power supplied etc)? No Yes

No Yes If the property is a rental property does the home meet the "healthy homes" requirements?
The healthy homes standards became law on 1 July 2019. The healthy homes standards introduce specific and minimum standards for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping in rental properties. All private rentals must comply within 120 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2025. see www.tenancy.govt.nz
 N/A
 Unsure

No Yes Unsure N/A If the property is a Unit Title, Cross Lease, Company Share and/or has a Body Corp or has special rules of occupation, is there any limitation on normal residential activity (e.g. having pets, tenants, parking vehicles etc.)

Additional Notes: (if required)

Property Disclosures continued

Leaks Disclosure

No Yes Was any part of any building (or alterations to) constructed in 1990 – 2005? (This period is noted for potential weathertightness issues.

No Yes WATER: Are you aware of any weathertightness or water damage issues past or present (leaks, mould, dampness, flood damage, failed offers, remedial action applied to any problem area(s) or any matter related to water ingress or damage affecting any building forming part of the property)? If 'Yes' describe fully:

Documents provided by the Vendor

The following will be made available to buyers via the buyer document link upon request. Agent will note or cross out all the documents available and if provided tick to confirm they are in the Buyer Info Pack.

- LIM Available Uploaded to Buyer Documents
- Title & Instruments Available Uploaded to Buyer Documents
- Building report Available Uploaded to Buyer Documents
- CCC Available Uploaded to Buyer Documents
- HH report Available Uploaded to Buyer Documents
- RC Available Uploaded to Buyer Documents
- Building Consents Available Uploaded to Buyer Documents

Any relevant certificates like Safe & Sanitary reports, QC data, Insulation or COA certificates? Uploaded to Buyer Documents

Other Uploaded to Buyer Documents

The client(s) undertake to disclose to ownly and the listing salesperson (in writing - addressed to the listing salesperson) details of any water penetration issues that they become aware of between listed date and sold date. Additional Notes: (if required)


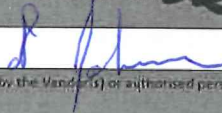
This section is to be maintained during the course of the listing by the salesperson.

If I am aware, or become aware during the course of the listing, that (under ownly or any agency);that there has been an accepted offer within the last twelve months on the property that did not progress to confirmation or settlement, or a potential Purchaser withdrew an offer on the basis of a professional report or was unable to arrange finance or insurance because of an issue with the property, it will be explained below, together with our understanding of the reason for the failure, if it is known.

Salespersons notes: If I become aware during the course of the listing of any Disclosure Issues (that were not disclosed elsewhere in this document) I will note them here or on the supplementary page attached:

Vendor Declaration

"The above information has been provided to the best of our knowledge, accurately and in good faith. If we are aware of any defects above or below the ground that could affect the property's weathertightness, durability or habitability we have disclosed them herein. Anything discovered subsequently will be disclosed to the salesperson in writing. We understand the information in this document or subsequent information provided is required by law to be disclosed to Purchasers".

Graeme Johnson		19/5/26
Name	Signed by the Vendor(s) or authorised person	Date
Ngaio Johnson		
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date



Title Information (Salesperson to complete after listing and before launching on the market)

Address Title doc obtained on:
ESTATE Freehold Cross-Lease (Fee Simple) Stratum in Freehold (Unit Title) or:

NB: A title will not provide any guarantee regarding boundaries or land size and nor can the salesperson. If you have any doubts you should research further or engage a surveyor to verify the exact boundaries. Mortgages or Caveats: These should be cleared on settlement (i.e before you move in.) If an interest or memorial on the title applies to this land the box next to the explanation is to be marked.

- TITLE YET TO BE ISSUED** This property can be purchased but any sale and purchase agreement must be conditional upon the title being issued and being acceptable to your lawyer.
- Appurtenant to/ Dominant Tenement/ Benefited Land: If an Interest begins with or includes these words, it is for the benefit of this land.
- Subject to/ Servient Tenement/Burdened Land: If an Interest begins with or includes these words, this land gives the benefit. If the wording includes the phrase 'In Gross', the benefit is usually given to a City Council or a supplier of services like water, sewage, and communications.
- Easements: These grant benefits or rights to cross land and usually refer to above-ground or underground services and Rights of Way. Sometimes they refer to Party Walls.
- Resource Management Act 1991. If the property was developed after 1991 there should be reference to the RMA which usually implies the development was consented under that Act.
- Fencing: Covenant, Provision or Agreement. A Covenant usually has a life of only 12 years or applies until the first purchaser sells it on (unless it involves Crown land). A Provision is usually like a Covenant. Fencing Agreements differ and are usually an arrangement between current owners and neighbours to do (or not do) something that expires when one party sells. If it is registered on the title its terms can pass on to and commit a new buyer to the agreement.
- Land Covenant, Encumbrance: This will usually bind current and future owners to conditions such as construction style, fence height, position of buildings etc and is often very detailed. Buyers must be clear as to how these conditions might affect their future use of the property.
- Consent Notice: Consent notices are usually issued by City Councils making certain stipulations about construction and land use. Its terms will probably bind current and future owners.
- Building Line Restriction (ancient measure from road): Even if noted, these now rarely apply and have been replaced by conditions in the District Plan. Internal Building lines may still apply.
- Legal, Crown Minerals, Acts of Parliament, Gazette Notices etc: These items imply Crown ownership applies or some legislative effect. We suggest you seek legal advice.
- Cross lease Properties (see below) We will attach a copy of the Memorandum of Lease (if it is available). The Lease contains the rules applying to occupation and use. These are usually standard conditions but if we are aware of special rules we (or your lawyer) can explain them to you. The Title includes a Flats Plan and you should compare this to what is actually on the property and check for a changed 'footprint'. Please also ask your lawyer to explain this type of Estate, to check the Flats Plan against the Lease and to check the wording of the Lease.

Cross Lease Title N/A

- No Yes In relation to the original floor plan, have there been any alterations to the external dimensions of the dwelling?
- No Yes Are any of the alterations enclosed and attached to the dwelling? (Refer to Clause 6.4 (2) of the Sale & Purchase Agreement.
- No Yes N/A Is there evidence of the other cross lease owners approval of these changes?
- No Yes N/A Does the flats plan appear accurate?
- No Yes The salesperson has obtained a copy of the memorandum of lease and it is available for viewing. Please ensure your lawyer explains any restriction that may affect your use of the property on the memorandum of lease.

Unit Title N/A

- No Yes Pre-Contract Disclosure Statement is available
- No Yes A longterm maintenance plan is available

District Plan Authority Property Zoning (proposed district plan)

- No Yes Is the property categorised as being in a flood area? If yes, attach a map
- No Yes If there are any other features that may be of interest to a prospective purchaser, note it below.

Additional Salesperson notes regarding the District Plan (Local Authority Plans/ Intentions): (if required)

Information to Purchasers

A Title is a legal document that sometimes contains complex content beyond the knowledge of the Salesperson. The Salesperson’s opinion and information, while given here with the best of intentions, may not be legally or factually correct. It is important that you are clear on what notations on the Title mean and how they may impact on your purchase and/ or the use of the property. **We strongly recommend that you seek the professional advice of your lawyer or make further enquiries, especially if you have any doubts about the information given or have questions that the salesperson is unable to answer to your satisfaction.**

District Plan (Local Authority Plans/ Intentions): NB: Any or no comment in the ‘Salesperson Note’ section above regarding the district plan does not purport to be exhaustive. We recommend you consult your local authority for more information.

Size etc. of Land and Buildings: The information in the Title, marketing material and other documents is derived from outside sources and we cannot guarantee its accuracy. **If buyers have any doubts about the given information they are strongly recommended to make further enquires or seek professional advice.**

Notes on Weathertightness, Dux Qest and Asbestos

Cladding products or systems as follows, may be associated with weathertightness issues. These products include but are not limited to:

- Polystyrene
- Cement Board Sheeting (often texture-coated)
- Stucco

Building designs with the following may also be considered at risk:

- narrow or no eaves
- internal gutters
- decks above ground floor
- And/or exposed flat areas above internal rooms, e.g. deck, roof.

From September 1995 to 2005, kiln dried untreated timber was permitted to be used in construction and building designs of that era often excluded cavities in external walls.

20,000 to 40,000 houses in the mid 1970’s to late 1980’s were built using Dux Qest plumbing, a system known for spontaneously failing. Many properties have been replumbed, wholly or partially.

Houses built pre-2000’s may have some building products that contain **asbestos**.

Weatherside is a tempered hardboard, made from wood fibres which have been glued together. Issues occur when moisture ingress causes the glue in the cladding to fail, this is often due to un-maintained paint systems, cracking, or damage to the cladding.

Purchaser's please note carefully:

- The Vendor is only responsible for work they have completed.
- The Salesperson must disclose any issue known to them but is not required to uncover hidden defects and is not qualified to assess documents such as LIM reports, council files and building reports.

Purchasers are strongly advised to seek professional advice to establish the true condition and status of the property, so they are aware of any existing or possible future problems, as well as the property’s suitability for their use, even if you are in competition or in a ‘multi-offer’ situation.

The Salesperson has no conflict of interest marketing this property. If so, it is noted here: No Conflict Yes then If yes...

[Empty rectangular box]

Salesperson

Signature

Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.)

For the property (address)

Property to be purchased in the name/s of

1. I confirm I have gained access to all areas of the property needed and have viewed all information necessary to make an informed buying decision.
2. I confirm I have had the opportunity and encouragement to seek legal advice.
3. Boundaries; I understand that the salesperson cannot, and so has not, defined these for me/us. A professional surveyor can provide accurate boundary information.
4. I understand that if I am intending to use the property in alignment with District Zoning for a specific purpose, I have needed to do my own due diligence about the ramifications of the specific zoning for this property?
5. I confirm I understand that Legislation/ tax changes to rental properties tax may apply and for some properties (e.g., lifestyle, rural) GST and GST registration may be relevant, you are recommended to seek professional advice regarding tax on rental properties.
6. Finance: The S & P Agreement may require evidence of non-availability. I understand that should finance not be approved, I must provide evidence of this in accordance with the General Terms of Sale?
7. I understand that should I/we obtain a building inspection report and subsequently choose not to confirm on the basis of that report, I/we must provide that report to the Vendor at their request, in accordance with the General Terms of Sale.
8. Unconditional Offers: I understand that there are risks when I/we have no special conditions. (If that is the case) In making an 'unconditional' offer I/we are accepting the property's Title without chance of further review and understand that the deposit must be paid immediately.
9. **If this is a Unit Title**, I confirm I/we have received a Pre-Contract Disclosure prior to making this offer.
10. I confirm I understand that Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest around that sale.
11. I confirm I/we are entering into this transaction voluntarily and without duress.

Initial/s

Complaints Policy (all real estate agents are required to have a formal complaints policy)

The agency 'ownly' would prefer any complaint to be in writing (but it can be advised otherwise) and delivered promptly to the Supervising Agent: Keith Ward Email: Supervision@ownly.nz Cell: 027 288 8813. As soon as we know about it, we will attend to it fairly and promptly. Customers don't need to advise the agency 'ownly' of a complaint, they have the right to make their complaint direct to the Real Estate Authority (REA), a government body charged with overseeing and regulating the real estate industry. The REA can be contacted on; 0800 367 7322 or email info@rea.govt.nz

All named Purchaser's are required to confirm that all acknowledgments and questions are read and understood and they have read and understood this entire 8 page Property Information Pack and Disclosures.

<input type="text"/>	<input type="text"/>
Purchaser 1 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 1	Date
<input type="text"/>	<input type="text"/>
Purchaser 2 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 2	Date
<input type="text"/>	<input type="text"/>
Purchaser 3 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 3	Date
<input type="text"/>	<input type="text"/>
Purchaser 4 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 4	Date

General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

Bright-Line Test

The bright-line test in New Zealand determines whether the profit from selling residential property is subject to income tax, based on the duration of ownership. As of 1 July 2024, significant changes have been implemented:

Current Rules (Effective 1 July 2024):

Bright-line Period: If you sell a residential property on or after 1 July 2024, the bright-line test applies if the property is sold within 2 years of acquisition.

Exemptions:

Main Home: The bright-line test does not apply if the property sold is your main home.

Business Premises and Farmland: Sales of properties used predominantly as business premises or farmland are also exempt.

Start and End Dates:

Start Date: For a standard property purchase, the bright-line period begins on the date the property's title is transferred to you, typically the settlement date.

End Date: The period ends when you enter into a binding sale and purchase agreement to sell the property.

Further information: ird.govt.nz

Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
 - has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
 - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
 - is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

These checks can take days, and sometimes weeks if a trust or company is involved; we strongly recommend that you arrange to get things underway as soon as possible.

Further information: dia.govt.nz **Other useful sites** settled.govt.nz

Disclaimer: All information herein is true and accurate to the best of ownly's knowledge. Information herein should not be a substitute for legal advice. No liability is assumed by ownly, or its licensees, for losses suffered by any person relying directly or indirectly on information published herein. ownly recommend you seek expert and legal advice.

Property Disclosures

Additional Notes: (if required)

[Empty rectangular box for additional notes]

Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at _____ (Property).

Purchaser Name: _____
Address: _____
Phone: _____
Email: _____
Solicitor: _____
(Name) (Firm)

Overseas Investment Act:

I/We understand that residential property purchases are now subject to the provisions of the Overseas Investment Act 2005 (OIA). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent, do not have OIA consent and do not make our offer conditional upon obtaining it, we will be in breach of the OIA and may be liable for fines of up to \$300,000, I/ we may not be able to settle the transaction and may incur liability to the vendor (including losing my/our deposit).

IF YOU ARE UNCERTAIN ABOUT YOUR ELIGIBILITY OR WHETHER THE PROPERTY IS SUBJECT TO THE OIA, YOU MUST MAKE YOUR OFFER SUBJECT TO OBTAINING OVERSEAS INVESTMENT OFFICE CONSENT.

AUCTIONS

YOU MUST NOT BID AT AN AUCTION UNLESS YOU ARE ABLE TO BUY THE PROPERTY ON AN UNCONDITIONAL BASIS. YOU MAY INCUR FINES OF UP TO \$300,000 AND LIABILITY TO THE VENDOR IF YOU PURCHASE THE PROPERTY AT AUCTION IN CIRCUMSTANCES WHERE YOU DO NOT MEET THE ELIGIBILITY CRITERIA IN THE OIA. OBTAIN LEGAL ADVICE BEFORE BIDDING IF YOU ARE UNSURE WHETHER YOU MEET THE ELIGIBILITY CRITERIA.

Customer Due Diligence:

I/we understand and acknowledge that before my lawyer can act for me, they must complete customer due diligence (CDD) on me under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFTA). If my lawyer cannot complete customer due diligence on me and cannot act for me as a result, I may not be able to satisfy conditions under the agreement or settle the property purchase. This may result in me incurring liability to the vendor.

Sharing of Sales Information with the Real Estate Institute of New Zealand:

I/we understand and acknowledge that the listing agent will collate and share property information for research, reports, statistical analysis, and other purposes, including in particular sharing listing and sales data with the Real Estate Institute of New Zealand (REINZ), for inclusion in the databases, reports and materials made available by REINZ to people in the real estate industry and others. Other than for statistical or research purposes that do not specifically identify you or the property, information relating to the Property and any sale of the Property will be provided to REINZ once the sale has become unconditional, and shared by REINZ either directly or indirectly with other agents and online platforms to enable them to provide indicative values of other properties in the area. Agents incorporate this information into appraisals that they are required under the Real Estate Agents Act 2008 to provide to prospective vendors and it is generally available for purchasers and interested parties looking to understand the property market in the area, in advance of this information becoming publicly available from the relevant local council.

PRIVACY & INDIRECT COLLECTION ADVICE - PRIVACY ACT 2020 IPP3 AND IPP 3A

Ownly also collects personal information about you from third party sources (indirect collection). Under IPP 3a, from 1 May 2026, we notify you of this, Indirect sources include REAL (AML/CFT Identity Identification), your legal or financial advisers, LINZ and Council databases, referrals from clients or business contacts, purchased database contacts, photographers, virtual operators and other contracted service providers, and regulators, and Government agencies required by law. Information is only used to facilitate the transaction and meet legal obligations. To contact our Privacy Officer: HQ@ownly.nz 022 364 774. A full Privacy Statement is available upon request.

I/We confirm I/We have read and understood this Privacy & Indirect Collection Notice and consent to the collection, use and disclosure of my/our personal information as described.

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____

If you are intending to purchase the property as trustees of a trust, all trustees must sign this form.

If a company is purchasing the property, by signing this form you acknowledge that you are duly authorised to sign this form on the company's behalf.

Privacy Policy

ownly Limited and all agencies trading under its REA license

1. Legislative Background

1.1 IPP 2 — Source of Personal Information

IPP 2 requires that personal information be collected directly from the individual concerned. Collection from a third-party source is only permitted where one of the following exceptions applies:

- The individual authorises collection from another source;
- The agency believes, on reasonable grounds, that direct collection would prejudice the interests of the individual;
- Direct collection is not reasonably practicable in the circumstances;
- Collection from another source is required or authorised by law; or
- The information is publicly available.

Importantly, IPP 2 does not require that the Privacy Statement specify which exception is being relied upon, but best practice — and consistency with IPP 3 and IPP 3A — is to signal to individuals that third-party collection occurs and the basis for it.

1.2 IPP 3 — Notification on Direct Collection

When personal information is collected directly from an individual, the agency must take reasonable steps to ensure the individual is aware of:

- The fact that the information is being collected;
- The purpose for which the information is being collected;
- The intended recipients of the information;
- The name and address of the agency collecting and holding the information;
- Whether the provision of the information is voluntary or mandatory;
- The consequences (if any) of not providing the information;
- The individual's right to access and correct the information;
- Whether the collection is authorised or required by a specific law and, if so, which law.

1.3 IPP 3A — Notification on Indirect Collection (new from 1 May 2026)

IPP 3A was introduced by the Privacy Amendment Act 2025 and came into force on 1 May 2026. It mirrors IPP 3 but applies when personal information is collected from a source other than the individual themselves. The agency must take reasonable steps, as soon as reasonably practicable after collection, to notify the individual of:

- The fact that information about them has been collected;
- The purpose of the collection;
- The name and address of the agency collecting and holding the information;
- The intended recipients of the information;
- Whether the collection is authorised or required by law and which law;
- Their right to access and correct their information.

Exceptions apply where: the individual has already been made aware; the information is from a publicly available source; compliance is not reasonably practicable; or notification would prejudice the

maintenance of the law. The obligation rests with the agency doing the indirect collecting, though the disclosing agency may satisfy it through their own privacy notice if sufficiently specific.

For a real estate agency, indirect collection is routine and includes:

- Vendor information passed through REALAML or other AML providers;
- Information obtained from professional advisers such as lawyers and accountants;
- Reference checks or information from other agents;
- Publicly available property records (LINZ, council databases);
- Details provided by photographers, virtual tour operators, and other contractors;
- Referrals from existing clients, business partners, or other third parties who pass on contact details or background information about a prospective client; and
- Purchased or licensed contact databases, where individuals' details have been acquired from a commercial data provider for the purpose of marketing or client prospecting.

About This Statement

ownly Limited trading as ownly ("ownly", "we", "us", "our") and its licensed agents recognises the importance of protecting the privacy and rights of individuals in relation to their personal information. We comply with the Privacy Act 2020 (New Zealand) in all dealings with personal information. This Privacy Statement explains what personal information we collect, why we collect it, where we collect it from, who we share it with, and your rights in relation to it.

2. What Personal Information We Collect

We may collect the following types of personal information about you:

- Your full name and date of birth;
- Contact details including address, phone number, and email address;
- Property-related information including ownership details, property descriptions, and transaction history;
- Comments or feedback you provide in relation to a property;
- Identity verification documentation and financial information required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act) when you are acting as a Vendor; and
- Any other information you provide to us in the course of our business relationship.

3. How and Where We Collect Your Information (IPP 2 & IPP 3)

Direct Collection

We collect most personal information directly from you — for example, when you inquire about a property, engage us to list a property, or contact us by phone, email, or web form. When we collect information directly from you, we will take reasonable steps to make sure you are aware of:

- The fact that we are collecting your information;
- The purpose for which it is being collected;
- Whether the provision of the information is voluntary or mandatory. Where collection is required by law (such as under the AML/CFT Act), we will tell you which law requires it;
- The consequences of not providing the information, where relevant. For example, if we are unable to obtain the identity information required under the AML/CFT Act, we may be unable to proceed with the listing or transaction;

- The intended recipients of your information; and
- Your right to access and correct your personal information (see section 6 below).

Third-Party and Indirect Collection

In some circumstances we collect personal information about you from sources other than yourself. This may occur when:

- Your professional advisers (such as lawyers or accountants) provide information in the course of a transaction;
- We use our AML compliance provider, REALAML, to assist in verifying your identity as required under the AML/CFT Act;
- We obtain publicly available information such as property ownership records from Land Information New Zealand (LINZ) or local council databases;
- Our contracted service providers (such as photographers or virtual tour operators) share relevant contact or property details with us in order to carry out their services;
- Regulators or government agencies share information with us as authorised or required by law;
- An existing client, business contact, or other third party refers you to us and provides your contact details or background information in the course of making that referral;
- We acquire or licence a contact database from a commercial data provider that includes your personal information for the purpose of property marketing or client prospecting; or
- Any other third party provides information relevant to a property transaction in which you are involved.

Where we collect information about you from a third-party source, we will take reasonable steps to notify you of the matters listed above, as soon as reasonably practicable after collection, unless one of the following exceptions applies:

- You have already been made aware of the collection — for example, because the disclosing agency (such as REALAML) has already provided you with notice;
- The information was obtained from a publicly available source (such as LINZ records);
- The collection is authorised or required by the AML/CFT Act or another New Zealand law, and notification would undermine the purpose of the collection; or
- Notification is not reasonably practicable in the circumstances.

We will generally provide indirect collection notification by email or written notice at the earliest practicable opportunity.

4. Why We Collect Your Information (Purpose of Collection)

We collect your personal information for the following purposes:

- To facilitate the sale, purchase, or leasing of property on behalf of our clients;
- To meet our legal obligations under the AML/CFT Act and the Real Estate Agents Act 2008;
- To communicate with you regarding properties, transactions, and our services;
- To respond to your inquiries and provide you with feedback;
- To maintain business records and comply with accounting, tax, and legal requirements; and
- To keep you informed of relevant property market updates or services, where you have consented or where we have a legitimate business interest in doing so.

We will not use your information for any other purpose without your consent, or unless otherwise permitted by the Privacy Act 2020.

5. Who We Share Your Information With

We share personal information only to the extent necessary for the purposes described above.

Recipients may include:

- Your professional advisers, such as lawyers or accountants, involved in a transaction;
- REALAML, our AML/CFT compliance provider;
- Regulators and government agencies including the Real Estate Agents Authority (REAA) / REA, REINZ, the New Zealand Police (as required under the AML/CFT Act), and any other body with which we are legally required to share your information;
- Our contracted service providers involved in your transaction, such as photographers, virtual tour operators, and property marketing platforms; and
- Any other party with your consent, or as otherwise permitted or required by law.

We may also disclose information where it is not in a form that identifies you, or where the disclosure is permitted under the Privacy Act 2020 or another applicable law.

6. How Long We Keep Your Information

We retain your personal information for as long as it is necessary for the purpose for which it was collected, or as required or permitted by law. In particular, AML/CFT legislation requires us to retain certain identity and transaction records for a minimum of five years. Where information is no longer required and no legal retention obligation applies, we will take reasonable steps to securely destroy or de-identify it. REA rules require us to keep real estate transaction information for seven years.

7. How We Keep Your Information Safe

We store your personal information in encrypted electronic systems with restricted staff access. Physical documents are stored securely. We take reasonable steps to protect your personal information from loss, unauthorised access, use, modification, or disclosure.

8. Your Rights — Access and Correction

You have the right under the Privacy Act 2020 to:

- Request access to any personal information we hold about you; and
- Ask us to correct that information if you believe it is inaccurate, incomplete, or misleading.

To make an access or correction request, or for any privacy-related inquiry, please contact us:

- Email: contactingHQ@ownly.nz (addressed to the Privacy Officer);
- Phone: 022 36 47774; or
- Post: 14 Aperahama Street, Paekakariki 5034.

We will respond to your request in accordance with the timeframes required by the Privacy Act 2020.

9. Complaints

New Zealand

If you have a concern or complaint about how we have handled your personal information, we encourage you to contact us in the first instance at contactingHQ@ownly.nz addressed to the Privacy Officer. If you remain dissatisfied, you may lodge a complaint with the Office of the Privacy Commissioner:

- Website: www.privacy.org.nz
- Phone: 0800 803 909
- Online complaint form available at privacy.org.nz

Australian Clients

If you are an Australian resident and have a query or complaint about our collection, use, or storage of your personal information (including under the Privacy Act 1988 (Cth) or the Credit Reporting Privacy Code), please contact contactingHQ@ownly.nz addressed to the Privacy Officer. If you are dissatisfied with our handling of your complaint, you may contact:

- Office of the Australian Information Commissioner — GPO Box 5218, Sydney NSW 2001 | Tel: 1300 363 992 | enquiries@oaic.gov.au
- Australian Financial Complaints Authority (AFCA) — www.afca.org.au

10. Changes to This Statement

We may update this Privacy Statement from time to time to reflect changes in the law or our practices. The current version will always be available on our website or on request. This statement was last updated in April 2026 to incorporate the requirements of IPP 3A introduced by the Privacy Amendment Act 2025.

Note: This review was prepared in April 2026 against the Privacy Act 2020 as amended by the Privacy Amendment Act 2025 (IPP 3A in force 1 May 2026). This document is a compliance review only and does not constitute legal advice. ownly should seek independent legal counsel before finalising and publishing the updated Privacy Statement.

Internal Complaints Policy

ownly Limited and all agencies within the ownly REA license

Issued in compliance with Rule 12 — Real Estate Agents Act (Professional Conduct and Client Care)
Rules 2012

Document Version	Version 2.0 — April 2026 (supersedes prior policy)
Governing Legislation	Real Estate Agents Act 2008 and Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, Rule 12
Supervising Agent	Keith Ward supervision@ownly.nz 027 288 8813
Applies To	All clients, customers, and members of the public dealing with ownly or its licensees

1. Legislative Requirements — Rule 12

Rule 12 of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 imposes the following obligations on real estate agencies:

- Rule 12.1: An agent must develop and maintain a written in-house procedure for dealing with complaints relating to real estate agency work carried out by the agent or by any licensee employed or engaged by the agent.
- Rule 12.2: An agent must take reasonable steps to make clients and customers aware of the in-house complaints procedure at the first reasonable opportunity.
- Rule 12.3: An agent must inform clients and customers that they do not have to use the in-house procedure and may make a complaint directly to the Real Estate Authority (REA) at any time.
- Rule 12.4 (implied by Rules 12.1–12.3 and REA guidance): The procedure must include a structured, fair, and prompt process with defined steps, timeframes for acknowledgement and response, escalation pathways, and a clear referral to REA.

This policy has been prepared to satisfy these requirements. All licensees employed or engaged by ownly are required to be familiar with and comply with this policy.

2. Your Right to Make a Complaint

Important Notice to Clients and Customers

You do not have to use ownly's internal complaints process. You may make a complaint directly to the Real Estate Authority (REA) at any time — before, during, or after using our internal process. Using our internal process does not prevent you from also making a complaint to REA.

ownly is committed to resolving complaints fairly, promptly, and professionally. We welcome feedback as an opportunity to improve our service. All complaints will be treated with respect and confidentiality.

You may make a complaint about any aspect of the real estate agency work carried out by ownly or any of its licensees, including:

- The conduct or behaviour of a licensee;
- The standard of service provided;
- The handling of a transaction;
- Any communication or disclosure concern; or
- Any other matter relating to real estate agency work.

3. How to Make a Complaint

You are encouraged to submit your complaint in writing wherever possible, as this helps us investigate fully and respond clearly. However, we will also accept verbal complaints and will document these on your behalf.

Contact Details — Complaints

Supervising Agent	Keith Ward
Email	supervision@ownly.nz
Phone / Cell	027 288 8813
Post	ownly Limited, 14 Aperahama Street, Paekakariki 5034

If your complaint concerns the Supervising Agent personally, please contact ownly's principal or a senior licensee directly so that the complaint can be handled without conflict of interest. Details are available on request.

4. Our Step-by-Step Complaints Process

The following process applies to all complaints received by ownly. All complaints will be handled fairly, confidentially, and without undue delay.

01	Acknowledge the Complaint Acknowledge receipt within two (2) working days of receiving the complaint — by phone, email, or letter. Confirm the complaint has been received and that it will be investigated fairly and promptly.
02	Gather Information Ask the complainant to provide all relevant details in writing, including any supporting documents or evidence. Seek clarification where needed to fully understand the nature of the complaint.
03	Investigate The Supervising Agent (or a senior licensee if the complaint involves the Supervising Agent) will investigate the complaint thoroughly. This may include reviewing relevant records, correspondence, and speaking with those involved.
04	Written Response

	Provide a written response to the complainant within twenty (20) working days of receiving the complaint. If more time is required, advise the complainant in writing, with reasons and an updated timeframe.
05	Proposed Resolution If the complaint cannot be resolved informally, provide the complainant with a written proposal to resolve the complaint. The complainant should respond within five (5) working days indicating acceptance or an alternative resolution.
06	Mediation (if required) If the parties cannot agree on a resolution, ownly may invite the complainant to participate in mediation with a mutually agreed independent mediator. Costs of mediation will be agreed in advance.
07	Conclusion of Internal Process If mediation does not resolve the complaint, or if either party declines mediation, the internal complaints process is concluded. The complainant retains the right to refer the matter to REA at any stage.

5. External Complaints Pathway — Real Estate Authority (REA)

As noted above, you may contact REA at any time regardless of whether you have used, are using, or intend to use our internal complaints process. REA is an independent government body that regulates the real estate industry and protects the interests of consumers.

REA can investigate complaints about the conduct of any licensed real estate salesperson, branch manager, agent, or agency. REA will assess whether the conduct may constitute a breach of the Real Estate Agents Act 2008 or the Code of Conduct (Professional Conduct and Client Care Rules 2012).

Real Estate Authority (REA)	0800 367 7322 info@rea.govt.nz www.rea.govt.nz
Complaints Assessment Committee (CAC)	Serious complaints may be referred by REA to a Complaints Assessment Committee (CAC) for formal determination. The CAC can make findings of unsatisfactory conduct or misconduct.
Real Estate Agents Disciplinary Tribunal	CAC decisions may be appealed to the Real Estate Agents Disciplinary Tribunal, an independent body with the power to make binding decisions including suspension or cancellation of a licence.

6. Record Keeping and Confidentiality

Record Keeping

ownly will maintain a written record of all complaints received, including:

- The date the complaint was received;
- The name and contact details of the complainant;
- A summary of the complaint;

- The steps taken to investigate and resolve the complaint;
- The outcome and any resolution reached; and
- Any referral to REA or other external body.

Complaint records will be retained for a minimum of three (3) years, consistent with REA practice, and may be retained for longer where required by law or where proceedings are ongoing.

Confidentiality

All complaints will be handled confidentially. Personal information about complainants and any licensees involved will only be disclosed to the extent necessary to investigate and resolve the complaint, or as required by law. This is consistent with Rules 9.16 to 9.18 of the Code of Conduct.

7. Notifying Clients and Customers of This Policy

In accordance with Rule 12.2, ownly will take reasonable steps to make all clients and customers aware of this complaints policy at the first reasonable opportunity. This will be done by:

- Providing a copy of this policy, or a written summary of it, to clients at the time of signing an agency agreement;
- Making this policy available on request at any ownly office;
- Including a reference to this policy in ownly's standard client correspondence and on its website; and
- Ensuring all licensees are familiar with this policy and can direct clients and customers to it.

All licensees employed or engaged by ownly are required to be familiar with this policy and to comply with it at all times. Questions about this policy should be directed to the Supervising Agent, Keith Ward, at supervision@ownly.nz.

This policy was prepared in April 2026 and complies with Rule 12 of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012. It should be reviewed annually or whenever there is a change in relevant legislation or REA guidance. This document does not constitute legal advice.