Property information and disclosures pack, including pre offer acknowledgments.

Property Information and Disclosures

Property Address: 13 Northforeland St, Waiheke

Listing Salesperson/people: Sharni Bichan

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, cancelled, 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 it's 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 ☐ Unsure Does the property display characteristics of asbestos presence? N/A

☐ No ☐ Yes ☐ Unsure Does the property display evidence of the presence of Dux Qest plumbing? N/A

☐ No ☐ Yes ☐ Unsure Does the property display evidence of the presence of weatherside cladding? N/A

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

Insulation: Is there Insulation:

in all external walls (ex-garage)?	☐ No	☑ Yes	☐ Unsure
in the ceiling?	☐ No	☐ Yes	☐ Unsure
underfloor?	☐ No	☐ Yes	☐ Unsure
in garage (if part of house)?	☐ No	☐ Yes	☐ 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?

They run close by

☒ 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?

Is a "Producer Statement" held for the tiled shower? (If applicable) ☐ No ☐ Yes ☐ N/A

☐ 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
☒ N/A
☐ Unsure
If the property is a rental property does the home met 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*

☐ 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)

Rabbits sometimes on the section

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:

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.

We acknowledge that we have been given a hard copy or electronic link to the company Privacy Policy outlining both the Direct and Indirect Collection of Personal Information that is legally required during the listing process."

CHRISTINE KONI	B. Koni	
Name	Signed by the Vendor(s) or authorised person	Date
HAYDEN KONI	H Koni	
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 13 North Fore land St Waihola 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.

Does the title have a Section 72 warning of any type of Natural Hazard? No ☐ Yes ☐ See note section below

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) Urban

☐ 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...

Salesperson Sharni Bichan Signature

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

For the property (address) 13 North Foreland St. Waihola

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, internal complaints policy)

The agency 'ownly' has a full, written Internal Complaints Policy (revised April 2026) as per Rule 12 - Real Estate Agents Act (Professional Conduct and Client Care Rules, 2012) available upon request and provided to all clients at listing. In summary, complaints may be made verbally or more preferably, in writing to to the Supervising Agent: Keith Ward Email: supervision@ownly.nz Mob: 027 288 8813. We will acknowledge it within 2 working days and respond in writing within 20 working days. The ownly Internal Complaints process does not prevent a customer from contacting directly the Real Estate Authority (REA), with or without using our internal complaint process. 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 9 page Property Information Pack and Disclosures.

Purchaser 1 Name | Date of birth

Signed by the Purchaser 1 | Date

Purchaser 2 Name | Date of birth

Signed by the Purchaser 2 | Date

Purchaser 3 Name | Date of birth

Signed by the Purchaser 3 | Date

Purchaser 3 Name | Date of birth

Signed by the Purchaser 3 | 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)

10.0 Signage

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

11.0 The Client has full responsibility for setting the advertised price

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 Indemnity

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

18.0 Disclosure of Information

18.1 The Client acknowledges that the Agent is required under the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 to disclose known defects to purchasers or potential purchasers and not to withhold information that should by law or in fairness be provided to purchasers or potential purchasers. The Client also acknowledges that where it would appear likely that the Property may be subject to hidden or underlying defects, then the Agent is required to either: 18.1.1 obtain confirmation from the Client, supported by evidence or expert advice, that the Property is not subject to defect; or 18.1.2 ensure that purchasers or potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose.

18.2 If the Agent is unable to obtain confirmation under clause 18.1.1, the Agent will inform purchasers or potential purchasers of any significant potential risk identified by the Agent consistent with rule 10.7(b) of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012.

18.3 If at any time during the term of the agency the Client directs the Agent not to disclose to purchasers or potential purchasers any known defects or any significant potential risks for hidden or underlying defects identified by the Agent contrary to the terms of this agreement or to the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, the Agent may then cancel this agreement by written notice.

19.0 Confidentiality

19.1 Except as otherwise provided in this agreement or as agreed between the parties, neither party may disclose any information contained in this agreement to a third party other than:

19.1.1 as required by law;

19.1.2 in good faith and in proper furtherance of the objects of this agreement;

19.1.3 to those of its employees, officers, professional or financial advisers and bankers as reasonably necessary but only on a strictly confidential basis;

19.1.4 to enforce a party's rights or to defend any claim or action under this agreement; or

19.1.5 where the information is already in the public domain.

20.0 Health & Safety

20.1 The Client acknowledges and understands that the Agent has obligations under the Health and Safety at Work Act 2015 to ensure the health and safety of workers (including employees, contractors, and employees of contractors) and the general public while undertaking work in relation to the sale and purchase of the Property in accordance with this Agreement.

20.2 The Client shall give the Agent all reasonable assistance and information to ensure that no hazards or risks at, or arising from, the Property affect the health and safety of any person while the Agent is performing its role under this Agreement, including by:

20.2.1 promptly providing to the Agent information about any and all hazards or risks at the Property which are known to the Client; and

20.2.2 complying with any reasonable instructions given by the Agent about actions required to be taken to address any identified hazards or risks at the Property in order to ensure the health and safety of people visiting the Property at the request or invitation of the Agent.

20.3 In circumstances where the Client is a 'person conducting a business or undertaking' (as that term is defined in the Health and Safety at Work Act 2015) it must:

20.3.1 comply with its obligations under the Health and Safety at Work Act 2015 (and supporting Regulations) at all times during the term of the Agreement; and

20.3.2 consult, cooperate, and coordinate activities with the Agent and any other relevant party in respect of any work undertaken in relation to the sale and purchase of the Property so as to ensure that all parties understand the nature of the work, the risks arising from the work, and the controls to be implemented to mitigate those risks, and to enable the Client and the Agent to verify that the risks are being controlled and the work is being performed safely and in accordance with this Agreement.

21.0 Client Due Diligence

21.1 The Anti - Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act) applies to the Agent and all other New Zealand real estate agents. The AML/CFT Act requires the Agent to assess the money laundering and terrorist financing risk that the Agent may face in its business and to identify and report potentially suspicious activity. In order to make that assessment, the Agent is required to carry out customer due diligence if the Client has not engaged the Agent previously. In certain circumstances the Agent may be required to carry out customer due diligence even if the Client has previously engaged the Agent.

The Client acknowledges and agrees that:

21.2 The Agent may collect information about the Client to undertake customer due diligence and take any other steps that may be necessary to comply with the AML/CFT Act;

21.3 They are authorised to provide the personal details recorded in this agency authority and consent to their information being passed to, and checked with, the document issuer, official record holder, a credit bureau, and authorised third parties for the purpose of verifying their identity and address for AML Customer Due Diligence purposes (information will be checked against databases such as DIA, NZTA, Companies Office, Centrix etc).

21.4 This agreement is not effective and a business relationship for the purposes of the AML/CFT Act is not formed until customer due diligence has been completed. Until customer due diligence has been completed the Agent is not able to perform any of its obligations under this agreement.

21.5 If the Client does not provide the necessary information or documents required to complete customer due diligence or the Agent at any stage suspects that the business relationship or transaction is unusual or otherwise breaches the AML/CFT Act, the Agent may: a) refuse to proceed with this agreement, suspend its obligations under this agreement, or terminate this agreement; b) delay, block, or refuse to process a transaction; and c) report a transaction.

22.0 Notices

22.1 Any notices given under or relating to this agreement may be served or given by hand, mail, fax or email. If there is more than one set of contact details for the Client, then a copy of this agreement and any notices may be sent to any one of them and notice to any person that is listed as a Client will be notice to all of them. Notices to the Client may also be sent to the Client's lawyer unless otherwise instructed.

22.2 This agreement and notices under it will be deemed to have been received:

22.2.1 when delivered in person, at the time of delivery;

22.2.2 if sent by mail, 3 working days after being mailed;

22.2.3 if sent by fax, when the sender receives a transmission report showing the transmission has been satisfactorily completed; or

22.2.4 if sent by email, when the email enters the recipient's information system.

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

The Client:

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

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

Initials: _____ confirms that the client has not tested the Property for methamphetamine.

24.1 General

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

We recommend that, before signing,

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

Vendor Declaration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.