



Property Pack



Kristian Danholt

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Licensed REAA 2008

Smarter Real Estate arizto.co.nz

Property Disclosure Form



Property Address: 6 Wingate Street, Christchurch

Listing Salesperson: Kristian Danholt

I/we as a potential purchaser(s) ("we" hereafter) of the above property hereby acknowledge that prior to entering into an agreement for sale and purchase of the above property, we have been advised by the vendors agent that:

- 1 We have been supplied a copy of the approved guides as laid out in s.133 of the Estate Agents Act 2008.
- 2 We were advised that neither the owner (or any other party associated with the owner) is a salesperson or an employee of the Agent or is a related to any such salesperson or employee.
- 3 We were advised that our solicitor will have obligations under the Anti-Money Laundering Act 2009 as well as possible OIA obligations under the Overseas Investment Act 2005 which may need to be discussed.

Prior to entering into the agreement, the following disclosures have been made and understood:

Relationship / Related Persons:

We acknowledge that we were advised that the provisions set out in s.134 and/or s.136 of the Real Estate Agents Act 2008 ~~DO~~**DO NOT** (circle one) apply (agent to advise further if needed)

Multi Offer Process:

We further acknowledge that if we are entering into the agreement and have been advised that there is one or more offers also being presented, that the process of presenting these offers to the vendor have been outlined.

Further Disclosures:

We confirm that the specific information provided below has been acknowledged and we have had the opportunity to seek legal and/or technical advice on these and all matters:

Further Disclosures — 6 Wingate Street, Redwood, Christchurch

The following is a summary of the documentation held on file for this property. Full copies of each document referenced below are attached / available on request.

1. Title & Ownership

- Refer to Title Explanation Form

2. Waterproofing Producer Statement (PS3)

Christchurch City Council PS3, signed 28 May 2026

- Covers waterproof membrane repairs to the bathroom and laundry
- Mapei Aquadefence system, installed by a licensed applicator (Designastyle)
- Confirms compliance with NZBC Clauses B2 & E3

3. Electrical Safety Certificate

Certificate of Compliance / ESC No. ES526, work dated 21 May 2026, issued 28 May 2026

- Covers bathroom electrical disconnection/reconnection (towel rail, fan, heater)
- Issued by Power Electrical

4. Plumbing Works Record

AJ Plumbing & Gas Limited, letter dated 1 June 2026

- Vanity, toilet, shower, bath and laundry tub disconnected/reconnected during renovation
- No pipework within the wall was altered
- No sign-off required for the plumbing work completed

5. Asbestos Refurbishment Survey

Forensic Specialists Ltd, survey dated 16 May 2025 (report 24 May 2025), with Verum Group lab results

- Survey covered bathroom/laundry flooring ahead of refurbishment
- Result: No asbestos detected in any sample tested (NAD)

6. Historic Bathroom Renovation Quote (2013)

Bespoke Systems Ltd (Warmup Canterbury), quotation dated 8 July 2013

- Quote issued to a previous owner for a shower and underfloor heating renovation
- Provided for background only — not confirmed as completed or accepted

7. Waterproofing Membrane Product Data

BRANZ Appraisal No. 484 (2018, amended 2022) — Mapei Mapelastic AquaDefense

- Technical data sheet for the membrane product used in the bathroom (Section 2)
- Confirms NZBC compliance for Clauses B2, E3 and F2

Refer to Property Disclosure pages 1–9 for vendor and salesperson's notes.

Final Acknowledgment:

Arizto Limited as the Agent has provided all disclosures to the best of our knowledge through the instrument of the vendor. The eventual purchaser must be satisfied in their own judgement and acknowledge that they have had the opportunity to seek legal and/or technical advice as they see fit.

Property Disclosure Form • Vendor and Salesperson Notes

Page 1 of 9 • Version 1

Real Estate Agents Act 2008

This form records information, effective as at the date of signing, for the benefit of potential purchasers of:

Property Address: 6 Wingate Street, Redwood, Christchurch

Is this the sale of an incomplete new build (unfinished, or not yet started)? ☐ Yes ☒ No ☐ Unsure

If 'Yes': prospective purchasers are strongly advised to arrange their own thorough inspection of the finished property before committing to purchase.

Section 1 – Vendor Disclosures

Vendors, or your authorised representative, please answer every question below and sign the declaration on the final page of this section. Honest and accurate answers help protect you from later legal claims.

1. Insurance

a) Is the property currently insured? ☒ Yes ☐ No

If 'Yes', current insurer: AMI Insurance

b) Have there been any settled, current, or declined claims with your insurer or the Natural Hazards Commission (formerly EQC)? ☒ Yes ☐ No ☐ Unsure

c) Have you ever had difficulty obtaining insurance cover for this property? ☐ Yes ☒ No

d) Has the property ever suffered earthquake, water, or other insurable damage? ☒ Yes ☐ No

If 'Yes' to any of the above, please describe fully:

EQC - Refer to Scope of Works: CLM/2010/132627. In 2025 home insurance claim was made following incident where bath was left running, with consequent full strip down and refit of bathroom by AMI insurance - Home Hub (as per no exclusions when policy obtained 2022 despite unconsented bathroom)

2. Outstanding Amounts

Is there any item on or about the property – separate from any mortgage (e.g. renovations, outbuildings, insulation, equipment, or access/roadway work) – that is not fully paid for, including anything added to the rates, or that will not be paid off by settlement? ☐ Yes ☒ No

If 'Yes' please describe fully:

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 2 of 9 • Version 1

Real Estate Agents Act 2008

3. Property History & Neighbourhood

Write 'N/A' if nothing applies.

Describe anything about the property's past or future, or the surrounding neighbourhood, that may interest or concern a purchaser (e.g. nearby developments, notable history, hearsay):

N/A

4. Outbuildings & Extra Accommodation

Write 'N/A' if there are no outbuildings or extra accommodation.

- a) Are they fully Council-compliant for their current use? ☒ Yes ☐ No ☐ Unsure
- b) Is there anything about them that should be disclosed to a purchaser? ☐ Yes ☒ No ☐ Unsure
- c) Are they fully operational, with permanent power connected where relevant? ☒ Yes ☐ No ☐ Unsure

If 'Yes' please describe fully:

Standard stand alone double garage/workshop.

5. Faulty, Missing, or Unavailable Items

Is there any item missing, not working properly, or in doubtful condition? This includes electrical fittings, appliances, plumbing, locks and keys, remotes, wood burners, heating, security systems, air conditioning, and all included chattels. ☒ Yes ☐ No ☐ Unsure

If 'Yes' please describe fully:

Refer to page one of the Property Disclosure Form

6. Known Property Defects

Are there any known or suspected faults, problems, or issues with the property's construction, party walls, additions, renovations, or electrical/plumbing systems – whether or not you intend to remedy them? ☒ Yes ☐ No

If 'Yes' please describe fully:

Refer to page one of the Property Disclosure Form re COA application for bathroom, load-bearing wall, and internal wall adjustments by preceding owners

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 3 of 9 • Version 1

Real Estate Agents Act 2008

7. Problematic Building Materials

Are you aware of any asbestos, Dux Quest plumbing, monolithic or Weatherside-type cladding, or other known problematic material (e.g. scrim, conduit, TRS) in or on the property? These can have insurance implications.

☐ Yes ☒ No

If 'Yes' please describe fully:

Nil asbestos found during testing as included in scope of works for bathroom and laundry 2025 insurance claim as per supporting document.

8. Water & Weathertightness

a) Was any part of any building, or alterations to it, constructed between 1990 and 2005?

☐ Yes ☐ No ☒ Unsure

b) Are you aware of any weathertightness issues — leaks, mould, dampness, or water ingress — including any remedial work carried out?

☐ Yes ☒ No

c) Has any part of the property ever suffered from flooding?

☐ Yes ☒ No

d) Have there been any blocked pipes, drains, or services?

☐ Yes ☒ No

e) Has the property experienced any subsidence (sinking or settling of the ground)?

☐ Yes ☒ No

f) Are you aware of any prior offer that was withdrawn due to water or weathertightness concerns?

☐ Yes ☒ No

If 'Yes' to any of the above, please describe fully:

Garage/workshop built approx. 1996 as per consent issued

9. Planned Repairs Before Settlement

Do you intend to carry out any repairs, maintenance, or improvements before settlement, including anything raised in questions 5–8 above? You are under no obligation to do so.

☒ Yes ☐ No

If 'Yes' please describe fully:

If anything raised as part of a formal building inspection it will be assessed case by case

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 4 of 9 • Version 1

Real Estate Agents Act 2008

10. Utilities Available at Settlement

Will running water (including hot water), electricity, and gas (if connected) be fully available for the purchaser's use at settlement?

☒ Yes

☐ No

If 'No', please describe fully:

Gas will be connected but purchaser will need to arrange their own plan and supply of gas bottles as vendors plan and bottle lease will be discontinued and bottles returned.

11. Utility Connections

Is the property connected to a reticulated town water supply, stormwater system, and sewage system?

☒ Yes

☐ No

If 'No', please describe the arrangements for fresh, grey, and waste water — including any meters, soak pits, or septic tanks and when last serviced:

12. Renovation History

a) Has any renovation work been completed during your ownership?

☒ Yes

☐ No

b) Has any renovation work been done prior to your ownership?

☒ Yes

☐ No

☐ Unsure

c) Was Council consent or compliance sought for any such work?

☐ Yes

☒ No

d) Have any fully tiled showers (walls and floor) been installed?

☒ Yes

☐ No

If 'Yes' to any of the above, please describe fully:

Refer to COA application details on page 1 and 2 of 'Property Disclosure Form'

13. Wood Burner or Fire Appliance

Write 'N/A' if there is no fire appliance.

a) Is there a wood burner or similar fire appliance?

☐ Yes

☒ No

b) Is it in good, usable condition and does it meet current Council standards?

☐ Yes

☐ No

c) Is there any reason a purchaser would not be able to legally use it as it is today?

☐ Yes

☐ No

If 'Yes' please describe fully:

N/A

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 5 of 9 • Version 1

Real Estate Agents Act 2008

14. History of Illicit Substance Use or Manufacture

Are you aware of any known instance of illicit drug use or manufacture on the property, regardless of whether it is now considered 'clean'?

☐ Yes

☒ No

☐ Unsure

If 'Yes' please describe fully:

We have resided in this property and I have never rented this out.

15. Retaining Walls

a) Are there any retaining walls on or about the property?

☐ Yes

☒ No

b) If 'Yes' — is a Code Compliance Certificate available?

☒ N/A

☐ Yes

☐ No

c) If 'Yes' — has any wall movement occurred or been noticed?

☐ Yes

☐ No

If 'Yes' please describe fully:

N/A

16. Unit Title, Cross-Lease, or Company Share Restrictions

Write 'N/A' if this does not apply.

If the property is a Unit Title, Cross-Lease, or Company Share (or has a Body Corporate), is there any limitation on normal residential use — e.g. pets, tenants, or parking?

☐ Yes

☒ No

☐ Unsure

If 'Yes' please describe fully:

N/A

17. Rental Compliance

Write 'N/A' if the property has not been used as a rental.

a) If used, or previously used, for rental accommodation, does it meet all current legislative requirements?

☒ N/A

☐ Yes

☐ No

b) Do you hold a current Healthy Homes compliance statement? If 'Yes', please provide a copy.

☐ Yes

☐ No

If 'No' please describe fully:

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 6 of 9 • Version 1

Real Estate Agents Act 2008

18. Boundary & Neighbouring Issues

Are there any known issues within or beyond the property boundary that could affect its value or use — e.g. difficult neighbours, building plans, encroachments, shared services, or easements?

☐ Yes ☒ No

If 'Yes' please describe fully:

19. Insulation

a) Is there insulation in all external walls (excluding garage)?

☒ Yes ☐ No ☐ Unsure

b) Is there insulation in the ceiling?

☒ Yes ☐ No ☐ Unsure

c) Is there insulation underfloor?

☒ Yes ☐ No ☐ Unsure

d) Is there insulation in the garage external walls, including the garage door?

☐ Yes ☒ No ☐ Unsure

e) Does all known insulation meet current building standards?

☐ Yes ☐ No ☒ Unsure

Please provide any further detail:

20. Pests

Has the property had any pest issues — current or past infestations, treatments, or a notable presence of pests in or around the premises?

☐ Yes ☒ No

If 'Yes' please describe fully:

21. Swimming or Spa Pools

Write 'N/A' if there is no pool or watercourse on the property.

a) Are there any pools or watercourses on the property?

☒ Yes ☐ No

b) Are they fully operational and compliant with current Council fencing/safety requirements?

☐ Yes ☒ No ☐ Unsure

If 'Yes' please describe fully:

An empty spa pool is on the property. This is in a 'As Is Where is' state.

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 7 of 9 • Version 1

Real Estate Agents Act 2008

22. Other Important Information

Is there anything else about the property that a purchaser may reasonably want to know?



Yes



No

If 'Yes' please describe fully:

I have applied for a COA with the CCC for the bathroom, load bearing wall, and other internal wall adjustments by preceding owners. Refer to property "Disclosure Document"

23. Ongoing Disclosure

If any fault or problem arises, or is remembered, after today or during the selling period, will you promptly advise us in writing?



Yes



No

Vendor Declaration

We confirm that we have disclosed all material information known to us about this property and its neighbourhood. If we become aware of any further information that may concern a purchaser, we will advise our Arizto sales consultant in writing without delay. We are not aware of any undisclosed insurance or Natural Hazards Commission claims, debts, or defects affecting the weathertightness, durability, or habitability of the property, and ~~no~~ **unapproved building work has been carried out** to our knowledge. We consent to Arizto disclosing any material fact recorded on this form to prospective purchasers or other interested parties as required by law.

Please select the correct option before signing:



Option 1:

I/we sign below to confirm that questions 1–23 in Section 1 have been answered and that we agree to the declaration above.



Option 2:

I am an absentee owner, trustee, administrator, or hold Power of Attorney and cannot answer questions 1–23 with certainty. My reason is stated below. By signing, I confirm I have read and agree to the declaration above.

Please state reason below (if required):

Only one vendor needs to sign as a representative of all vendors.

Vendor 1 Full Name:

Vendor Sign: 

Date:

Vendor 2 Full Name:

(if applicable)

Vendor Sign:

Date:

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 8 of 9 • Version 1

Real Estate Agents Act 2008

Section 2 — Sales Consultant Disclosure

This section is completed by the Arizto sales consultant to the best of their knowledge. These are professional opinions only, not a qualified building assessment, and should not replace the purchaser's own independent inspection.

1. Weathertightness Observations

A 'Yes' or 'Unsure' answer below doesn't confirm a problem exists, but purchasers are advised to seek a professional opinion before proceeding.

- a) Do the vendor's disclosures raise any issue that may relate to water or weathertightness? ☐ Yes ☒ No
- b) Have you personally noticed, or do you suspect, any defect of this kind? ☐ Yes ☒ No
- c) Was any building, or an alteration to it, constructed between 1990 and 2005? ☐ Yes ☐ No ☒ Unsure
- d) Is the building constructed with cladding or design features commonly associated with weathertightness risk (e.g. monolithic cladding, minimal eaves, internal gutters)? ☐ Yes ☒ No ☐ Unsure
- e) Are you aware of any prior purchaser who withdrew an offer, under any agency, due to weathertightness or water-ingress concerns? ☐ Yes ☒ No ☐ Unsure

If 'Yes' or 'Unsure' to any of the above, please describe fully:

This home has had modifications prior to the vendor and I am unsure of the dates of these

2. Construction Summary

Cladding type:

Foundation type:

Roofing type:

Electrical fuse type:

3. Asbestos Awareness

Many older buildings may contain asbestos in cladding, roofing, wiring, ceilings, insulation, or flooring. Professional testing is the only reliable way to confirm its presence — more information is available at [worksafe.govt.nz/asbestos](https://www.worksafe.govt.nz/asbestos).

Based on the sales consultant's observations, is asbestos suspected to be present? ☒ None Known ☐ Unsure ☐ Yes

If 'Yes' or 'Unsure' please describe fully:

Purchaser initials:

Vendor initials:

L.A

Property Disclosure Form

Page 9 of 9 • Version 1

Real Estate Agents Act 2008

4. Title Notes

Summarise any notable title instruments, encumbrances, covenants, or land-use restrictions the sales consultant is aware of (write N/A if none):

Refer to 'Title Explanation Form' - Statutory Land Charge

Sales Consultant Declaration

By signing below, the Arizto sales consultant confirms that the information provided in Section 2 is accurate to the best of their knowledge.

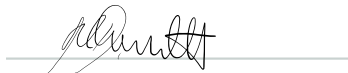
Declared conflicts of interest (if any): N/A

REA Licence Number: 20120505

Licence Expiry Date: 15/11/2026

Sales Consultant Full Name: Kristian Carl Danholt

Sales Consultant Sign:



Date:

05/08/2026

Section 3 – Purchaser Acknowledgement

Purchasers, please read this section before signing. If you disagree with any point below, raise it before proceeding to a Sale and Purchase Agreement.

1. We have been given a reasonable opportunity to inspect the property and ask questions about it.
2. We understand the vendor's disclosures reflect the vendor's own knowledge and are not a substitute for our own independent professional advice or inspections (e.g. builder's report, LIM, title search).
3. We understand the Arizto sales consultant is not a qualified building professional, and any comments in Section 2 are opinion only.
4. We accept that any stated land, building, or room measurements are indicative, and that we should arrange independent verification if exact dimensions matter to our decision.
5. We understand GST and tax treatment may apply to this transaction and have been advised to seek our own accounting or legal advice where relevant.
6. We acknowledge the sales consultant acts primarily for the vendor in this transaction.
7. We have been made aware of our right to seek independent legal and professional advice before signing any offer.
8. We consent to Arizto using confirmed sale information in future marketing, unless we advise otherwise in writing.

I/we confirm that we have read and accept the acknowledgements above.

☐ Yes

☐ No

Purchaser Acceptance

Only one purchaser needs to sign as a representative of all purchasers.

Purchaser Full Name:

Purchaser Sign:

Date:

Purchaser initials:

Vendor initials:

L.A

Title Explanation Form

Salesperson advice to buyers (Page 1 of 2)



Address: 6 Wingate Street, Redwood, CHCH Title doc. obtained on: 04/07/2026

Estate: ☒ Freehold ☐ Cross-Lease (Fee Simple) ☐ Stratum in Freehold (Unit Title)

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.

If an interest or memorial on the title applies to this land, the box next to the explanation is to be marked:

- ☒ **Mortgages or Caveats:** these should be cleared on settlement (i.e. before you move in).
- ☐ **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 top of next page) 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.

Title Explanation Form

Salesperson advice to buyers (Page 2 of 2)



Cross-lease title: it is important to note whether extra buildings or alterations have been added to the Flats Plan since it was drawn up. Salesperson is to mark the relevant options below for a) and b):

a) This Flat, option 1: ☐ Has NO building changes ☐ Has SOME building changes

a) This Flat, option 2: ☐ Flats Plan appears Accurate ☐ Flats Plan appears Inaccurate

NB: if 'Inaccurate', explain why:

b) Next door flat(s) appear on the Flats Plan: ☐ Yes ☐ No

Cross-lease properties are common and generally accepted by insurers and banks. If improvements (extra buildings) have been added, it is important to note whether they are known to be Council compliant and whether written approval for them has been given by the neighbouring lessees. Please seek legal advice.

Stratum Estate (Unit Title): Ensure you receive a pre-contract disclosure. Seek legal advice about this type of estate.

District Plan (Local Authority Plans / Intentions): Any or no comment in the 'Salesperson's note' section below regarding the District Plan does not purport to be exhaustive and we recommend you consult your Local Authority for more information. The salesperson states: "I have checked the District Plan and to the best of my knowledge, apart from any noted below, there are no known issues I should bring to the attention of potential buyers." This statement should not deter buyers from making their own District Plan enquiries and we strongly recommend you seek further information from council or lawyer.

Salesperson's note: general information and/or District Plan information

- There is a Statutory Land Charge pursuant to Section 36 Legal Services Act 2011 on the Instruments. Please ask your legal representative for advice on this.
- Technical Category 2 (TC2) Land, Residential Suburban (RS).

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 enquiries or seek professional advice.

To the purchaser: 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. You must sign this form confirming you have read all the above before we can write an offer.

Purchaser: Sign Print Name Date

(Only one need sign as representative of others)

Salesperson (S/P): Sign  Print Name Kristian Danholt Date 04/08/2026



ARIZTO

AGREEMENT DOCUMENTATION

Draft Sales and Purchase Agreement

General

A general-purpose draft agreement for your review.

For Reference Only • Seek Legal Advice



Kristian Danholt

021 544 934 | kristian.danholt@arizto.co.nz

Licensed REAA 2008

Smarter Real Estate

arizto.co.nz

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by The Law Association of New Zealand Inc. and by the Real Estate Institute of New Zealand Inc.

DATE:

VENDOR:

Laura Joy Armstrong

PURCHASER:

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: **Yes/No**
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: **Vendor Yes/No**
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. **Purchaser/Purchaser's Nominee Yes/No**

PROPERTY

Address: 6 Wingate Street, Redwood, Christchurch City

Estate: **FREEHOLD** **LEASEHOLD** **STRATUM IN FREEHOLD**
STRATUM IN LEASEHOLD **GROSS LEASE (FREEHOLD)** **GROSS LEASE (LEASEHOLD)**

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

Area (more or less):

635 square metres

Lot/Flat/Unit:

6

DP:

22374

Record of Title (unique identifier):

CB1D/1347

PAYMENT OF PURCHASE PRICE

Purchase price: \$

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ _____ Payable to Public Trust o/a NZ real Estate Trust Account upon this agreement becoming unconditional

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is:

OR

(2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement:

12% p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

Finance date:

LIM required (clause 9.3):

Yes/No

LIM date:

Building report required (clause 9.4):

Yes/No

Building report date:

Toxicology report required (clause 9.5):

Yes/No

Toxicology report date:

OIA consent required (clause 9.6):

Yes/No

OIA date (clause 9.8):

Land Act consent required (clause 9.7):

Yes/No

Land Act date (clause 9.8):

TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 21 April 2026

GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Appointee", for the purposes of clause 10, means:
 - (a) an experienced property lawyer or an experienced litigator or an expert committee (such as a committee of TLANZ) appointed by the parties; and
 - (b) where, for the purposes of clause 10.8(4), the claim for compensation is made under clause 5.2, the appointee may be an experienced registered valuer or quantity surveyor appointed by the parties; but
 - (c) if the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president.
- (5) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (6) "Automatic garage door facility" means an electronic facility for the opening and closing of a garage door, operated by a garage door remote control.
- (7) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (8) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (9) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (10) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (11) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (12) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (13) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (14) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (15) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (16) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (17) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (18) "Key" includes any instrument, tool, or device for opening and shutting a lock to the property, whether a physical key, an electronic key, a code, a combination of these, or otherwise.
- (19) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (20) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (21) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (22) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (23) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(50)(c).
- (24) "LINZ" means Land Information New Zealand.
- (25) "Local authority" means a territorial authority or a regional council.
- (26) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (27) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (28) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (29) "President" means the president of TLANZ, or other authorised delegate.
- (30) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (31) "Property" means the property described in this agreement.
- (32) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.

- (33) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (34) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (35) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (36) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (37) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (38) "Rules" means body corporate operational rules under the Unit Titles Act.
- (39) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (40) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (41) "Settlement date" means the date specified as such in this agreement.
- (42) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (43) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (44) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (45) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (46) "TLANZ" means The Law Association of New Zealand Incorporated.
- (47) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (48) "Unit title" means a unit title under the Unit Titles Act.
- (49) "Unit Titles Act" means the Unit Titles Act 2010.
- (50) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
 - (d) the day observed as the anniversary of any province in which the property is situated;
 - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - (f) any other day that the Government of New Zealand declares to be a public holiday.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.3 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).

1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by email; or
 - (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the fifth working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;

- (c) in the case of email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
- (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
- (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.

(5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.
- (7) This agreement may be signed by means of an electronic signature.

1.6 Use of form

- (1) Each party warrants that neither they nor their lawyer or agent has altered, removed, or added to the published text of this edition of the TLNZ/REINZ Agreement for Sale and Purchase of Real Estate. This warranty does not prohibit nor apply to:
 - (a) removal of published text by way of strikethrough (for example, ~~strikethrough~~), nor
 - (b) the addition of text to the published text in a manner which leaves the published text in place and which makes the alteration, removal, or addition reasonably identifiable.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
 - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
 - (3) where the property is a unit title:
 - (a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
 - (b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
 - (c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
 - (4) this agreement is:
 - (a) cancelled pursuant to clause 6.2(3)(c); and/or
 - (b) avoided pursuant to clause 9.10(5).
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.

- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

Last-Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
 - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 If:
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.

- 3.16 If:
- (1) the property is a unit title; and
 - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,

then the vendor may extend the settlement date:

- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
- (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.17 (1) Where:
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:
- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following subclauses shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2
- (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
 - (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
 - (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
 - (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
 - (a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) upon receiving a vendor's notice under clause 6.2(3)(a), the purchaser is entitled to cancel this agreement by notice to the vendor;
 - (c) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (d) if the purchaser does not on or before the fifth working day after service of a vendor's notice either:
 - (i) cancel this agreement under clause 6.2(3)(b); or
 - (ii) notify the vendor that the purchaser waives the objection or requisition,
 then either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
 - (4) Nothing in this clause 6.2 prevents the purchaser from waiving any objection or requisition by notice at any time before this agreement is cancelled.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4
- (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
 - (a) in the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
 then the purchaser may requisition the title under clause 6.2 requiring the vendor:
 - (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
 - (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has 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.
- 7.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, automatic garage door facility, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
 - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
 - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) where any "restricted building work" as defined in the Building Act was done on the property on or after 13 March 2012, such work was carried out or supervised by a suitably qualified person;
 - (c) to the vendor's knowledge, the works were completed in compliance with any required permits or consents; and
 - (d) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

8.0 Unit title and cross-lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.
 - (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan;
 - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
 - (e) any change to utility interest or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
- (1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
 - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
- (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
 - (2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
 - (3) Since the date of this agreement, the vendor has not voted on any matter that would alter the warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) without the written consent of the purchaser.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that:
- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
 - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 Unauthorised Structures – Cross-Leases and Unit Titles
- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
 - (a) in the case of a cross-lease title, any required lessors' consent; or
 - (b) in the case of a unit title, any required body corporate consent,
 the purchaser may demand within the period expiring on the earlier of:
 - (i) the tenth working day after the date of this agreement; or
 - (ii) the settlement date,
 that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
 - (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.7(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

9.1 Finance condition

- (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a reasonable explanation of the steps taken by the purchaser to arrange finance, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

9.3 Land Information Memorandum condition

- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
 - (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
 - (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

9.4 Building report condition

- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.

9.5 Toxicology report condition

- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.

9.6 Overseas Investment Act consent condition

- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor will take reasonable steps required to enable this condition to be fulfilled by the purchaser.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.

- 9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.

- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition
If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section. All condition(s) under section 225(2) of that Act are deemed to be satisfied by both parties once the survey plan has deposited.
- 9.10 Operation of conditions
If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off, or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party as early as is reasonably practicable and in any event no later than on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an appointee. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president;

- (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an appointee. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee.
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
 - (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 10.13 Where the appointee is determined by the president, the president shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of that determination.

11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
 - (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
 - (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
 - (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice with a notice under this clause.
 - (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
 - (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.

- (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
 - (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
 - (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.

13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
 - (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
 - (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
 - (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.

- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- are incomplete; or
 - alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
 - if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- each party warrants that it is a registered person or will be so by the date of the supply;
 - each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.

- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent referred to in clause 18.0 may provide certain information relating to the sale to REINZ.
- 19.2 This information includes the sale price, address and other details about the property. The information is stored on a secure password protected network under REINZ's control.
- 19.3 REINZ combines this information with other property and market information and uses it itself or makes it available to real estate agencies and valuers, and other third parties (or service providers to any of them) for the following purposes:
- (1) provision of appraisals and valuations to prospective vendors or purchasers of properties in the same area as the property;
 - (2) publication of reports and guidance on the real estate market nationally or in particular locations; and
 - (3) research, statistical, and predictive analysis for internal use or publication.
- 19.4 The information provided to REINZ under clause 19.1 does not specifically identify either of the parties to this agreement but may be combined with other information in the databases maintained by REINZ or other recipients, resulting in it becoming personal information under the Privacy Act 2020. Either party is therefore entitled to request access to and correction of any personal information held by REINZ by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.

April 2026

FURTHER TERMS OF SALE

21. NZRET Deposit Clause

The Vendor and Purchaser agree that the deposit payable under this Agreement will be lodged with Public Trust, to be held on behalf of the Vendor and the Purchaser. NZ Real Estate Trust is an independent third party trust account service provided by SafeKiwi (New Zealand) Limited. SafeKiwi (New Zealand) Limited acts as a stakeholder in respect of the deposits paid into NZ Real Estate Trust. Interest earned on the deposit whilst it is held by Public Trust is payable to SafeKiwi (New Zealand) Limited. Terms of use can be viewed at www.realestatetrust.co.nz/termsfuse

22. Independent and/or Specialist Advice

The Purchaser(s) acknowledges that the agent has recommended prior to the contract becoming unconditional, they should consider independent legal, building, or specialist advice in relation to the property, including but not limited to the ordering of LIM Report, Building Report, and confirmation that the property can be insured.

23. Escape Clause

If before this agreement becomes unconditional the vendor receives an acceptable offer from a third party to purchase the property, then the vendor may serve on the purchaser a notice requiring the purchaser to advise within 2 working days after service of the notice whether all conditions for the benefit of the purchaser have been satisfied or waived and whether the requisition procedure in clause 6.0 of the General Terms of Sale has been completed to the purchaser's satisfaction. If the purchaser does not notify the vendor within the period set out above that the above matters have all been satisfied and that this agreement is accordingly unconditional, then this agreement will immediately terminate.

24. Building Insurance

This agreement is conditional upon the purchaser arranging building insurance in respect of the building(s) and any other improvements on the property on terms and conditions satisfactory to the purchaser within 10 working days from the date of this agreement. The parties agree, the terms and conditions are deemed satisfactory to the purchaser and that this condition is deemed to be satisfied if insurance is available to the purchaser on terms and conditions that are no less favourable as is currently maintained by the Vendor(s) in respect of the property, and irrespective of any difference in the terms and conditions that are minor and non-material.

25. Vendors Solicitors Approval

This agreement is conditional upon the approval in all respects of the lawyer for the Vendor who may take into account the commercial and conveyancing aspects of this agreement and any other matters which the lawyer considers are relevant. The lawyer is entitled in his or her absolute discretion to give or withhold approval. This condition has been inserted for the benefit of the Vendor and is to be satisfied by 3 working days.

26. Purchasers Solicitors Approval

This agreement is conditional upon the approval in all respects of the lawyer for the Purchaser who may take into account the commercial and conveyancing aspects of this agreement and any other matters which the lawyer considers are relevant. The lawyer is entitled in his or her absolute discretion to give or withhold approval. This condition has been inserted for the benefit of the Purchaser and is to be satisfied by 3 working days.

27. Parties Acknowledgment of Earthquake Claims

The Vendor and Purchaser acknowledge that the property has sustained land and/or building damage resulting from the Canterbury Earthquakes from 4th September 2010 onwards ("the damage"). The vendor has lodged claims with the Earthquake Commission ("the EQC") (now Natural Hazards Commission) in respect of the damage and may have lodged a claim with its own insurer ("the Private Insurer"), including under claim number(s):

Claim Number: CLM/2010/132627

In respect of the Claims the parties acknowledge as follows:

(a) That if the Vendor has cash settled the Claims and the repair works are uncompleted, the Vendor and Purchaser agree that on settlement the Vendor will retain all settlement monies paid in relation to the Claims (which monies shall be the sole and separate Property of the Vendor) and no funds will be credited to the Purchaser upon settlement;

(b) In consideration of the settlement of the purchase of the Property by the Purchaser, the Vendor as from the settlement date assigns to the Purchaser the Vendor's residual rights, interest and title to the Claims together with any future proceeds under the Claims and agrees to execute a Deed of Assignment recording the said assignment in a form prepared by the Purchaser's solicitor (and being subject to the reasonable approval of the Vendor's solicitor);

(c) Prior to settlement the Vendor must provide all information reasonably required by the Purchaser in relation to the Claims and co-operate with the Purchaser in dealing with any representative of the EQC or the Private Insurer.

SCHEDULE 1

Eleventh Edition 2022 (4)

(GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1 Vendor	
1(a) The vendor's registration number (if already registered):	
1(b) (i) All of the property is being used as a principal place of residence at the date of this agreement.	Yes/No/NA
(ii) The supply of all of the property will be a taxable supply.	Yes/No/NA
(iii) Part of the property is being used as a principal place of residence at the date of this agreement	Yes/No/NA
(iv) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	
(v) The supply of that part described in 1(b)(iv) will be a taxable supply.	Yes/No/NA
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

SCHEDULE 2

List all chattels included in the sale

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

Stove	()	Rangehood	()	Wall/under bench oven	()	Cooktop/hob	()
Dishwasher	()	Kitchen waste disposal	()	Smoke detectors	()	Bathroom extractor fans	()
Security alarm	()	Heat pump	()	Heated towel rail	()	Garage door remote control	()
Garden shed	()	Light fittings		Window coverings		Fixed floor coverings	
Automatic garage door facility							

As is where is - Spa pool with damaged cover.

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

SCHEDULE 3

Residential Tenancies

Name of Tenant(s):

Rent:

Term:

Bond:

Pet Bond:

Copyright

April 2026

Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- TLANZ and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

WARNING (This warning does not form part of this agreement)

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):

Signature of Vendor(s):

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

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If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- a Power of Attorney – please attach a **Certificate of non-revocation** (available from TLANZ: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from TLANZ: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

VENDOR:

Laura Joy Armstrong

Contact Details:

Email: lauraarmstrong1993@gmail.com

VENDOR'S LAWYERS:

Firm: Duncan Cotterill

Individual Acting: Neil Mistry

Email: neil.mistry@duncancotterill.com

Contact Details:

Ph: 021208250

Email address for service of notices (clause 1.4):

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Email:

Contact Details:

Email address for service of notices (clause 1.4):

SALE BY LICENSED REAL ESTATE AGENT: Arizto Limited

Manager: Brendon Pierce

Salesperson: Kristian Danholt

kristian.danholt@arizto.co.nz (021 544 934)

Second Salesperson:

Contact Details: Ph: 0800 540 550

info@arizto.co.nz

Suite 2

3 Broadway Auckland 1023

Licensed Real Estate Agent under Real Estate Agents Act 2008



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ARIZTO

AGREEMENT DOCUMENTATION

Draft Sales and Purchase Agreement

First Home Buyers

A draft agreement tailored with first home buyers in mind.

For Reference Only • Seek Legal Advice



Kristian Danholt

021 544 934 | kristian.danholt@arizto.co.nz

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Smarter Real Estate

arizto.co.nz

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by The Law Association of New Zealand Inc. and by the Real Estate Institute of New Zealand Inc.

DATE:

VENDOR:

Laura Joy Armstrong

PURCHASER:

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: **Yes/No**
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: **Vendor Yes/No**
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. **Purchaser/Purchaser's Nominee Yes/No**

PROPERTY

Address: 6 Wingate Street, Redwood, Christchurch City

Estate: **FREEHOLD** **LEASEHOLD** **STRATUM IN FREEHOLD**
STRATUM IN LEASEHOLD **GROSS LEASE (FREEHOLD)** **GROSS LEASE (LEASEHOLD)**

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

Area (more or less):

635 square metres

Lot/Flat/Unit:

6

DP:

22374

Record of Title (unique identifier):

CB1D/1347

PAYMENT OF PURCHASE PRICE

Purchase price: \$

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ _____ payable as per clause 28.0

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is:

OR

(2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement:

12% p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

Finance date:

LIM required (clause 9.3):

Yes/No

LIM date:

Building report required (clause 9.4):

Yes/No

Building report date:

Toxicology report required (clause 9.5):

Yes/No

Toxicology report date:

OIA consent required (clause 9.6):

Yes/No

OIA date (clause 9.8):

Land Act consent required (clause 9.7):

Yes/No

Land Act date (clause 9.8):

TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 21 April 2026

GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Appointee", for the purposes of clause 10, means:
 - (a) an experienced property lawyer or an experienced litigator or an expert committee (such as a committee of TLANZ) appointed by the parties; and
 - (b) where, for the purposes of clause 10.8(4), the claim for compensation is made under clause 5.2, the appointee may be an experienced registered valuer or quantity surveyor appointed by the parties; but
 - (c) if the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president.
- (5) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (6) "Automatic garage door facility" means an electronic facility for the opening and closing of a garage door, operated by a garage door remote control.
- (7) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (8) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (9) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (10) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (11) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (12) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (13) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (14) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (15) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (16) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (17) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (18) "Key" includes any instrument, tool, or device for opening and shutting a lock to the property, whether a physical key, an electronic key, a code, a combination of these, or otherwise.
- (19) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (20) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (21) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (22) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (23) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(50)(c).
- (24) "LINZ" means Land Information New Zealand.
- (25) "Local authority" means a territorial authority or a regional council.
- (26) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (27) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (28) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (29) "President" means the president of TLANZ, or other authorised delegate.
- (30) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (31) "Property" means the property described in this agreement.
- (32) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.

- (33) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (34) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (35) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (36) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (37) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (38) "Rules" means body corporate operational rules under the Unit Titles Act.
- (39) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (40) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (41) "Settlement date" means the date specified as such in this agreement.
- (42) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (43) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (44) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (45) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (46) "TLANZ" means The Law Association of New Zealand Incorporated.
- (47) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (48) "Unit title" means a unit title under the Unit Titles Act.
- (49) "Unit Titles Act" means the Unit Titles Act 2010.
- (50) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
 - (d) the day observed as the anniversary of any province in which the property is situated;
 - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - (f) any other day that the Government of New Zealand declares to be a public holiday.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.3 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).

1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by email; or
 - (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the fifth working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;

- (c) in the case of email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
- (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
- (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.

(5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.
- (7) This agreement may be signed by means of an electronic signature.

1.6 Use of form

- (1) Each party warrants that neither they nor their lawyer or agent has altered, removed, or added to the published text of this edition of the TLNZ/REINZ Agreement for Sale and Purchase of Real Estate. This warranty does not prohibit nor apply to:
 - (a) removal of published text by way of strikethrough (for example, ~~strikethrough~~), nor
 - (b) the addition of text to the published text in a manner which leaves the published text in place and which makes the alteration, removal, or addition reasonably identifiable.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
 - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
 - (3) where the property is a unit title:
 - (a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
 - (b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
 - (c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
 - (4) this agreement is:
 - (a) cancelled pursuant to clause 6.2(3)(c); and/or
 - (b) avoided pursuant to clause 9.10(5).
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.

- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

Last-Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
 - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 If:
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.

- 3.16 If:
- (1) the property is a unit title; and
 - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,

then the vendor may extend the settlement date:

- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
- (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.17 (1) Where:
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:
- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following subclauses shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2
- (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
 - (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
 - (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
 - (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
 - (a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) upon receiving a vendor's notice under clause 6.2(3)(a), the purchaser is entitled to cancel this agreement by notice to the vendor;
 - (c) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (d) if the purchaser does not on or before the fifth working day after service of a vendor's notice either:
 - (i) cancel this agreement under clause 6.2(3)(b); or
 - (ii) notify the vendor that the purchaser waives the objection or requisition,
 then either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
 - (4) Nothing in this clause 6.2 prevents the purchaser from waiving any objection or requisition by notice at any time before this agreement is cancelled.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4
- (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
 - (a) in the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
 then the purchaser may requisition the title under clause 6.2 requiring the vendor:
 - (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
 - (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has 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.
- 7.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, automatic garage door facility, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
 - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
 - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) where any "restricted building work" as defined in the Building Act was done on the property on or after 13 March 2012, such work was carried out or supervised by a suitably qualified person;
 - (c) to the vendor's knowledge, the works were completed in compliance with any required permits or consents; and
 - (d) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

8.0 Unit title and cross-lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.
 - (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan;
 - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
 - (e) any change to utility interest or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
- (1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
 - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
- (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
 - (2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
 - (3) Since the date of this agreement, the vendor has not voted on any matter that would alter the warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) without the written consent of the purchaser.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that:
- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
 - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 Unauthorised Structures – Cross-Leases and Unit Titles
- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
 - (a) in the case of a cross-lease title, any required lessors' consent; or
 - (b) in the case of a unit title, any required body corporate consent,
 the purchaser may demand within the period expiring on the earlier of:
 - (i) the tenth working day after the date of this agreement; or
 - (ii) the settlement date,
 that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
 - (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.7(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

9.1 Finance condition

- (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a reasonable explanation of the steps taken by the purchaser to arrange finance, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

9.3 Land Information Memorandum condition

- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
 - (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
 - (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

9.4 Building report condition

- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.

9.5 Toxicology report condition

- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.

9.6 Overseas Investment Act consent condition

- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor will take reasonable steps required to enable this condition to be fulfilled by the purchaser.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.

- 9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.

- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition
If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section. All condition(s) under section 225(2) of that Act are deemed to be satisfied by both parties once the survey plan has deposited.
- 9.10 Operation of conditions
If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off, or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party as early as is reasonably practicable and in any event no later than on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an appointee. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president;

- (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an appointee. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee.
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
 - (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 10.13 Where the appointee is determined by the president, the president shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of that determination.

11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
 - (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
 - (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
 - (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice with a notice under this clause.
 - (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
 - (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.

- (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 - (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.

13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
- (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.

- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- are incomplete; or
 - alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
 - if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- each party warrants that it is a registered person or will be so by the date of the supply;
 - each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.

- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent referred to in clause 18.0 may provide certain information relating to the sale to REINZ.
- 19.2 This information includes the sale price, address and other details about the property. The information is stored on a secure password protected network under REINZ's control.
- 19.3 REINZ combines this information with other property and market information and uses it itself or makes it available to real estate agencies and valuers, and other third parties (or service providers to any of them) for the following purposes:
- (1) provision of appraisals and valuations to prospective vendors or purchasers of properties in the same area as the property;
 - (2) publication of reports and guidance on the real estate market nationally or in particular locations; and
 - (3) research, statistical, and predictive analysis for internal use or publication.
- 19.4 The information provided to REINZ under clause 19.1 does not specifically identify either of the parties to this agreement but may be combined with other information in the databases maintained by REINZ or other recipients, resulting in it becoming personal information under the Privacy Act 2020. Either party is therefore entitled to request access to and correction of any personal information held by REINZ by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.

April 2026

FURTHER TERMS OF SALE

21. NZRET Deposit Clause

The Vendor and Purchaser agree that the deposit payable under this Agreement will be lodged with Public Trust, to be held on behalf of the Vendor and the Purchaser. NZ Real Estate Trust is an independent third party trust account service provided by SafeKiwi (New Zealand) Limited. SafeKiwi (New Zealand) Limited acts as a stakeholder in respect of the deposits paid into NZ Real Estate Trust. Interest earned on the deposit whilst it is held by Public Trust is payable to SafeKiwi (New Zealand) Limited. Terms of use can be viewed at www.realestatetrust.co.nz/termsfuse

22. Independent and/or Specialist Advice

The Purchaser(s) acknowledges that the agent has recommended prior to the contract becoming unconditional, they should consider independent legal, building, or specialist advice in relation to the property, including but not limited to the ordering of LIM Report, Building Report, and confirmation that the property can be insured.

23. Escape Clause

If before this agreement becomes unconditional the vendor receives an acceptable offer from a third party to purchase the property, then the vendor may serve on the purchaser a notice requiring the purchaser to advise within 2 working days after service of the notice whether all conditions for the benefit of the purchaser have been satisfied or waived and whether the requisition procedure in clause 6.0 of the General Terms of Sale has been completed to the purchaser's satisfaction. If the purchaser does not notify the vendor within the period set out above that the above matters have all been satisfied and that this agreement is accordingly unconditional, then this agreement will immediately terminate.

24. Building Insurance

This agreement is conditional upon the purchaser arranging building insurance in respect of the building(s) and any other improvements on the property on terms and conditions satisfactory to the purchaser within 10 working days from the date of this agreement. The parties agree, the terms and conditions are deemed satisfactory to the purchaser and that this condition is deemed to be satisfied if insurance is available to the purchaser on terms and conditions that are no less favourable as is currently maintained by the Vendor(s) in respect of the property, and irrespective of any difference in the terms and conditions that are minor and non-material.

25. Vendors Solicitors Approval

This agreement is conditional upon the approval in all respects of the lawyer for the Vendor who may take into account the commercial and conveyancing aspects of this agreement and any other matters which the lawyer considers are relevant. The lawyer is entitled in his or her absolute discretion to give or withhold approval. This condition has been inserted for the benefit of the Vendor and is to be satisfied by 3 working days.

26. Purchasers Solicitors Approval

This agreement is conditional upon the approval in all respects of the lawyer for the Purchaser who may take into account the commercial and conveyancing aspects of this agreement and any other matters which the lawyer considers are relevant. The lawyer is entitled in his or her absolute discretion to give or withhold approval. This condition has been inserted for the benefit of the Purchaser and is to be satisfied by 3 working days.

27. Parties Acknowledgment of Earthquake Claims

The Vendor and Purchaser acknowledge that the property has sustained land and/or building damage resulting from the Canterbury Earthquakes from 4th September 2010 onwards ("the damage"). The vendor has lodged claims with the Earthquake Commission ("the EQC") (now Natural Hazards Commission) in respect of the damage and may have lodged a claim with its own insurer ("the Private Insurer"), including under claim number(s):

Claim Number: CLM/2010/132627

In respect of the Claims the parties acknowledge as follows:

- (a) That if the Vendor has cash settled the Claims and the repair works are uncompleted, the Vendor and Purchaser agree that on settlement the Vendor will retain all settlement monies paid in relation to the Claims (which monies shall be the sole and separate Property of the Vendor) and no funds will be credited to the Purchaser upon settlement;
- (b) In consideration of the settlement of the purchase of the Property by the Purchaser, the Vendor as from the settlement date assigns to the Purchaser the Vendor's residual rights, interest and title to the Claims together with any future proceeds under the Claims and agrees to execute a Deed of Assignment recording the said assignment in a form prepared by the Purchaser's solicitor (and being subject to the reasonable approval of the Vendor's solicitor);
- (c) Prior to settlement the Vendor must provide all information reasonably required by the Purchaser in relation to the Claims and co-operate with the Purchaser in dealing with any representative of the EQC or the Private Insurer.

28. Change Deposit to Vendors Solicitors Trust Account

Variation to Deposit Clause 21.0. The deposit noted on the front page of this agreement will be paid to the vendor's lawyers trust account and the vendor's lawyer will hold the deposit as stakeholder until settlement. The deposit will be refunded to the purchaser if the sale does not settle and the agreement is cancelled save in

SCHEDULE 1

Eleventh Edition 2022 (4)

(GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1 Vendor	
1(a) The vendor's registration number (if already registered):	
1(b) (i) All of the property is being used as a principal place of residence at the date of this agreement.	Yes/No/NA
(ii) The supply of all of the property will be a taxable supply.	Yes/No/NA
(iii) Part of the property is being used as a principal place of residence at the date of this agreement	Yes/No/NA
(iv) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	
(v) The supply of that part described in 1(b)(iv) will be a taxable supply.	Yes/No/NA
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

SCHEDULE 2

List all chattels included in the sale

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

Stove () Rangehood () Wall/under bench oven () Cooktop/hob ()
 Dishwasher () ~~Kitchen waste disposal~~ () Smoke detectors () Bathroom extractor fans ()
 Security alarm () Heat pump () Heated towel rail () ~~Garage door remote control~~ ()
~~Garden shed~~ () Light fittings Window coverings Fixed floor coverings
~~Automatic garage door facility~~

As is where is - Spa pool with damaged cover.

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

SCHEDULE 3

Residential Tenancies

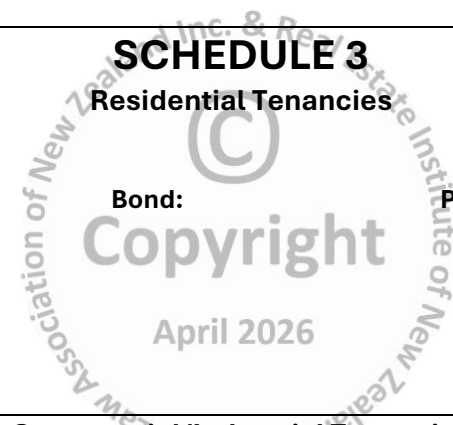
Name of Tenant(s):

Rent:

Term:

Bond:

Pet Bond:



Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- TLANZ and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

WARNING (This warning does not form part of this agreement)

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):

Signature of Vendor(s):

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- a Power of Attorney – please attach a **Certificate of non-revocation** (available from TLANZ: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from TLANZ: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

VENDOR:

Laura Joy Armstrong

Contact Details:

Email: lauraarmstrong1993@gmail.com

VENDOR'S LAWYERS:

Firm: Duncan Cotterill

Individual Acting: Neil Mistry

Email: neil.mistry@duncancotterill.com

Contact Details:

Ph: 021208250

Email address for service of notices (clause 1.4):

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Email:

Contact Details:

Email address for service of notices (clause 1.4):

SALE BY LICENSED REAL ESTATE AGENT: Arizto Limited

Manager: Brendon Pierce

Salesperson: Kristian Danholt

kristian.danholt@arizto.co.nz (021 544 934)

Second Salesperson:

Contact Details: Ph: 0800 540 550

info@arizto.co.nz

Suite 2

3 Broadway Auckland 1023

Licensed Real Estate Agent under Real Estate Agents Act 2008



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The Certificate of Title



Kristian Danholt

021 544 934
kristian.danholt@arizto.co.nz

Arizto Ltd. Licensed REAA 2008



- ✓ \$12,500 ^{+GST} Flat Fee*
- ✓ No Upfront Costs
- ✓ No Sale, No Fee

*T&C's Apply



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

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



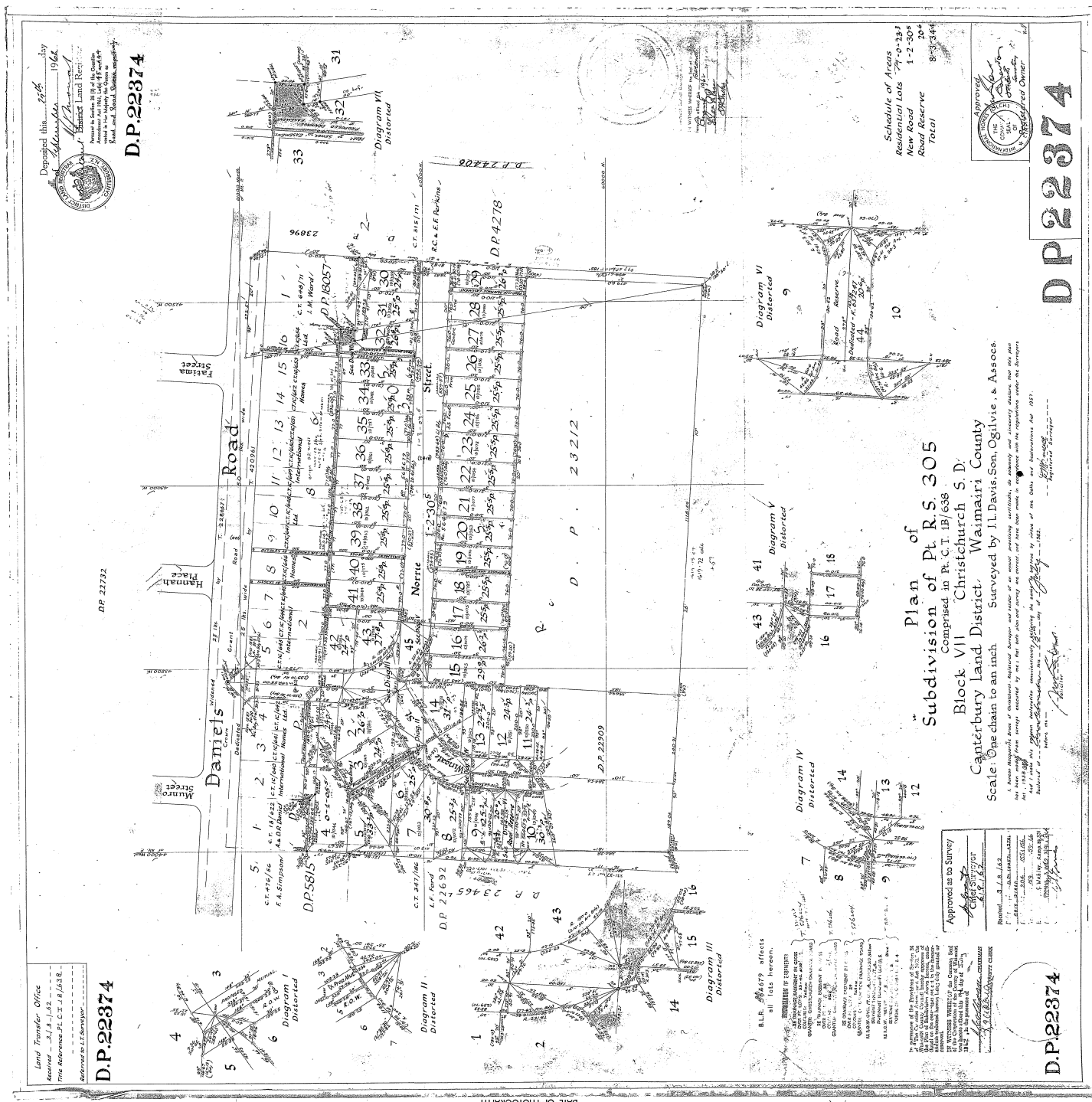

R. W. Muir
Registrar-General
of Land

Identifier **CB1D/1347**
Land Registration District **Canterbury**
Date Issued 19 November 1962

Prior References
CB1B/638

Estate Fee Simple
Area 635 square metres more or less
Legal Description Lot 6 Deposited Plan 22374
Registered Owners
Laura Joy Armstrong

Interests
564679 Notice imposing Building Line and Hoardings Restriction
12581244.3 Mortgage to ANZ Bank New Zealand Limited - 20.10.2022 at 12:15 pm
13537130.1 Statutory Land Charge pursuant to Section 36 Legal Services Act 2011 - 18.2.2026 at 3:47 pm





View Instrument Details

Instrument No	13537130.1
Status	Registered
Lodged By	Harker, Alexandra Claire
Date & Time Lodged	18 Feb 2026 15:47
Instrument Type	Statutory Land Charge

Affected Records of Title	Land District
CB1D/1347	Canterbury

Annexure Schedule	Contains 1 Pages
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Charge Holder Certifications

I certify that the notice is lodged under the provision of the enactment specified in the notice



Signature

Signed by Alexandra Claire Harker as Charge Holder Representative on 18/02/2026 03:46 PM

*** End of Report ***

NOTICE OF STATUTORY LAND CHARGE

TO: The District Land Registrar

Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to a charge of **\$8,008.20** being the amount of the charge due to the Legal Services Commissioner in terms of section 18 and/or section 36 of the Legal Services Act 2011 in connection with a grant of legal aid to Laura Joy Armstrong under Legal Aid File No. **22260386** by the Legal Services Commissioner and that you are hereby directed and required to register the same pursuant to the Land Transfer Act 2017.

DESCRIPTION OF LAND AFFECTED BY THE CHARGE

Name of Proprietor: Laura Joy Armstrong

Situation: 6 Wingate Street Redwood Christchurch 8051

Area: 635 square metres more or less

Description by Reference to

- Section number: Lot 6 Deposited Plan 22374

- Certificate of Title: CB1D/1347

DATED at Wellington, this 17th day of February 2026

Team Manager Legal Aid Debt  <i>Zosha Rapson</i> Signature of Legal Service Commissioner's authorised delegate under section 72 of the Legal Services Act 2011	Signature of person who witnessed signing by the Legal Services Commissioner's authorised delegate  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: Sundeep Shet Occupation: Debt Officer Address: 8 Gilmer Terrace, Wellington 6011
--	---

Natural Hazards Commission (NHC)

Formally the Earthquake Commission (EQC) Property Pack



Kristian Danholt

021 544 934
kristian.danholt@arizto.co.nz

Arizto Ltd. Licensed REAA 2008



- ✓ \$12,500 ^{+GST} Flat Fee*
- ✓ No Upfront Costs
- ✓ No Sale, No Fee

*T&C's Apply

EARTHQUAKE RECOVERY (EQR) DOCUMENTATION

The documents within the Earthquake Recovery Documentation section, encompass all works completed under the Canterbury Home Repair Programme (CHRP). These contain assessments, contractor quotes, work orders and sign offs.

EQR Property Overview Report

Company Fletcher EQR (division of FCC) as agent for EQC

Printed Date: 26-04-2018

EQC Property ID	Property Address	Vulnerable?	Property F Status	Property Finalisation Indicator		
2010132627	6 WINGATE STREET, REDWOOD		F3 - Complete & Finalised	Some Finalisation has taken place		
Main Contractor:	CLOSED OUT-CDF National Limited ***** (S584)		Property F2'd By:	System Generated Finalisation	F2 Completed Date:	17-12-2014
Cont Managing Hub:	Riccarton	Not Vulnerable	Property F3'd By:	System Generated Finalisation	F3 Completed Date:	17-12-2014

Adjustments

				Original Budget			Budget Variation			Gross Claimed	Gross Certified
EQC Claim Number + Address	Project	Status	Unmapped Adjmt Lines	Total OB	Allocated	Unallocated	Total BV	Allocated	Unallocated		
CLM/2012/037889 6 WINGATE STREET	E015	F3	0	0.00	0.00	0.00	268.12	268.12	0.00	268.12	268.12
CLM/2010/132627 6 WINGATE STREET	E006	F3	0	16,892.42	16,892.42	0.00	135.00	135.00	0.00	17,027.42	17,027.42
Property Total			0	16,892.42	16,892.42	0.00	403.12	403.12	0.00	17,295.54	17,295.54

Assignments

EQC Claim Number + Address	Subcontractor	Workflow Status	Contractor Quote	Adjustment Line Count	Gross Claimed	Gross Certified
CC + Hub Status	Assignment	Hub Comments				
CLM/2012/037889 6 WINGATE STREET	Emergency Works - Primary	CLOSED OUT-D J Ahpene Builders Limited ***** (S174)	0.00	1	268.12	268.12
	Allocated To Hub -> Awaiting Claim File Review	WINDOW DAMAGES Invoice received 2/5/12 INV570				
CLM/2010/132627 6 WINGATE STREET	Substantive Works - Primary	CLOSED OUT-CDF National Limited ***** (S584)	17,803.90	11	17,027.42	17,027.42
	Transmitted To Hub -> Claim File Review Complete	Q.S FINALISATION COMPLETE A.F				
Property Total			17,803.90	12	17,295.54	17,295.54

Works Orders

EQC Claim Number	WO Number	Assignment	Subcontractor	Workflow Status	Issuing QS	WO Status	Issued Date	Works Order Value
CLM/2010/132627	E006-00414	Substantive Works - Primary - 24-May-2012	CLOSED OUT-CDF National Limited ***** (S584)	COMPLETIONS	Monique Sullivan	Issued	20/05/2013	17,803.90
Property Total								17,803.90

Released under the Official Information Act 1982

EQR Property Overview Report

Company Fletcher EQR (division of FCC) as agent for EQC

Printed Date: 26-04-2018

EQC Property ID	Property Address	Vulnerable?	Property F Status	Property Finalisation Indicator					
2010132627	6 WINGATE STREET, REDWOOD		F3 - Complete & Finalised	Some Finalisation has taken place					
Main Contractor:	CLOSED OUT-CDF National Limited ***** (S584)		Property F2'd By:	System Generated Finalisation	F2 Completed Date:	17-12-2014			
Cont Managing Hub:	Riccarton	Not Vulnerable	Property F3'd By:	System Generated Finalisation	F3 Completed Date:	17-12-2014			
Claims / Certs / Payables									
S174	CLOSED OUT-D J Ahpene Builders Limited *****								
EQC Claim Num	Line Type	Approval Type	Claim No	Claimed By	Remaining	Claim Date	This Claim		
CLM/2012/037889	E5Emg BV	Emergency Under 2k (Delegated)	3	EQR\DavidC	\$0.00	03-May-2012	\$268.12		
EQC Claim Num	Line Type	Approval Type	Cert No	Certified By	Remaining	Certified Date	This Cert	Cert Line Notes	
CLM/2012/037889	E5Emg BV	Emergency Under 2k (Delegated)	3	EQR\DavidC	\$0.00	03-May-2012	\$268.12	Invoice No: 00570	
S174	CLOSED OUT-D J Ahpene Builders Limited ***** Total					Claims	\$268.12 Certs	\$268.12 Payables	\$0.00
S584	CLOSED OUT-CDF National Limited *****								
EQC Claim Num	Line Type	Approval Type	Claim No	Claimed By	Remaining	Claim Date	This Claim		
CLM/2010/132627	Subst OB	Substantive Works	22	EQR\GeraintW	\$0.00	31-Aug-2013	\$17,668.90		
CLM/2010/132627	Subst BV	Scope Addition	22	EQR\GeraintW	\$0.00	31-Aug-2013	\$135.00		
CLM/2010/132627	Subst OB	Substantive Works	22	EQR\GeraintW	\$0.00	31-Aug-2013	-\$776.48		
EQC Claim Num	Line Type	Approval Type	Cert No	Certified By	Remaining	Certified Date	This Cert	Cert Line Notes	
CLM/2010/132627	Subst OB	Substantive Works	22	EQR\GeraintW	\$0.00	05-Sep-2013	\$17,668.90	Inv No. 00016111	
CLM/2010/132627	Subst BV	Scope Addition	22	EQR\GeraintW	\$0.00	05-Sep-2013	\$135.00	Inv No. 00016111	
CLM/2010/132627	Subst OB	Substantive Works	22	EQR\GeraintW	\$0.00	05-Sep-2013	-\$776.48	Inv No. 00016111	
S584	CLOSED OUT-CDF National Limited ***** Total					Claims	\$17,027.42 Certs	\$17,027.42 Payables	\$0.00
Property Total						Claims	\$17,295.54 Certs	\$17,295.54 Payables	\$0.00

No Open Complaints / Remedial Issues on this Property

Released under the Official Information Act 1982

EQR Property Overview Report

Company Fletcher EQR (division of FCC) as agent for EQC

Printed Date: 26-04-2018

EQC Property ID	Property Address	Vulnerable?	Property F Status	Property Finalisation Indicator		
2010132627	6 WINGATE STREET, REDWOOD		F3 - Complete & Finalised	Some Finalisation has taken place		
Main Contractor:	CLOSED OUT-CDF National Limited ***** (S584)		Property F2'd By:	System Generated Finalisation	F2 Completed Date:	17-12-2014
Cont Managing Hub:	Riccarton	Not Vulnerable	Property F3'd By:	System Generated Finalisation	F3 Completed Date:	17-12-2014

Finalisation Documents

EQC Claim Number	Document Type	Hub Zone	File Last Modified Date
CLM/2010/132627	Defects Liability Certificate	Kaiapoi Hub	08/09/2014
CLM/2010/132627	Final Account Agreement	Kaiapoi Hub	05/09/2013
CLM/2010/132627	Construction Completion Inspection	Kaiapoi Hub	08/09/2014
CLM/2010/132627	Construction Completion Inspection		29/08/2013

Property Total	Finalisation Documents Present:	4
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No Technical Services Referrals on this Property

Asbestos Test Information

EQC Claim Number	Claim Address	Asbestos Test Required?	Asbestos Test Result
CLM/2012/037889	6 WINGATE STREET	<NOT SPECIFIED>	<NOT SPECIFIED>
CLM/2010/132627	6 WINGATE STREET	<NOT SPECIFIED>	<NOT SPECIFIED>

Property Total	Number of Claims:	2
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Contractors

Contractor	Accreditation Status	Accreditation Number	Classification	Type of Work on the Property
S584 CLOSED OUT-CDF National Limited *****	Accredited	EQRC0098	Main Contractor	Substantive Works
S174 CLOSED OUT-D J Ahpene Builders Limited *****	Accredited	EQRC0133	Main Contractor	Emergency Works

Property Total	Number of Contractors:	2
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Scope of Works



Document explanatory note:

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

Customer: S Bell

Assessment of Property at 6 WINGATE STREET, REDWOOD, CHRISTCHURCH 8051 on 14/11/2011

Site

Element	Damage	Repair	
Land (Exposed - Soil - 600.00 m2)			
Land (Under dwelling - Soil - 90.00 m2)			
Main Access (Drive - Concrete - 90.00 m2)	Damaged surface	Not covered by EQC	1.00 item

Services

Element	Damage	Repair	
Sewerage (Town Connection - PVC Pipe - 10.00 l/m)	No Earthquake Damage		
Water Supply (Town Connection - Plastic - 10.00 l/m)	No Earthquake Damage		

Main Building

Exterior

Elevation (East 7.2x2.5- street side)

Element	Damage	Repair	
Wall Cladding (Brick Veneer - Summer Hill Stone - 18.00 m2)	Cracking	Grind out and repoint mortar	2.00 l/m
	Damaged finish	Paint wall	18.00 m2
	Window / door frame damage	Paint window / door frame	15.00 l/m
Wall framing (Timber Frame - Timber - 18.00 m2)	No Earthquake Damage		

Elevation (North 15.7x2.5)

Element	Damage	Repair	
Wall Cladding (Weatherboard - Timber - 30.00 m2)	Damaged finish	Paint wall	30.00 m2
	Window / door frame damage	Paint window / door frame	30.00 l/m
Wall Cladding (Brick Veneer - Summer Hill Stone - 9.25 m2)	Cracking	Grind out and repoint mortar	2.00 l/m
	Damaged finish	Paint wall	9.25 m2
Wall framing (Timber Frame - Timber - 39.25 m2)	No Earthquake Damage		

Elevation (West 9.5x2.5)

Element	Damage	Repair	
Deck (Below 1m - Hard Wood - 16.00 m2)	No Earthquake Damage		
Wall Cladding (Brick Veneer - Summer Hill Stone - 23.75 m2)	Cracking	Grind out and repoint mortar	8.00 l/m
	Damaged finish	Paint wall	23.75 m2
Wall framing (Timber Frame - Timber - 23.75 m2)	No Earthquake Damage		

Elevation (South 12.5x2.5)

Element	Damage	Repair
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No Damage

Foundations (Ring & pile)

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

Piles (Ordinary - Concrete - 1.00 item)	Floor has moved less than 100mm	Replace piles (less than 6 under house)	2.00 No of
Ring foundation (Load bearing - Concrete - 44.90 l/m)	Cracks to ring foundation	Grind out and epoxy fill cracks	1.00 l/m
	Cracks to ring foundation	Splash coat repair	1.80 m2

Roof (Timber frame & concrete tile)

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

Roof Covering (Pitched - Concrete tile - 105.00 m2)	Cosmetic damage	Repoint ridge capping	25.00 l/m
Roof framing (Framed - Timber - 105.00 m2)	No Earthquake Damage		

Interior**Ground Floor - Dining Room (Dining/Living)**

Room Size: 3.60 x 7.10 = 25.56 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

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

Ceiling (Gib - Paint - 25.56 m2)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Carpet - 25.56 m2)	No Earthquake Damage		
Heating (Electric - Heat pump - 1.00 item)	No Earthquake Damage		
Trim (Painted MDF - Trim 60mm - 21.40 l/m)	Damaged finish	Reattach trim	5.30 l/m
	Damaged finish	Re-paint trim	21.40 l/m
Wall covering (Gib - Paint - 51.36 m2)	No Earthquake Damage		
Window (Timber Large - Pane single glazed - 1.00 No of)	No Earthquake Damage		
Window (Timber medium - Pane single glazed - 2.00 No of)	Broken glass	Remove and reglaze 4mm single	1.40 m2

Ground Floor - Kitchen

Room Size: 3.00 x 3.30 = 9.90 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

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

Ceiling (Gib - Stipple - 9.90 m2)	Cosmetic Damage	Scrape off, rake out, fill, restipple (excludes painting)	9.90 m2
	Cosmetic Damage	Paint Ceiling	9.90 m2
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Tiles - 9.90 m2)	Impact damage	Remove, dispose and replace tiles	9.90 m2
Kitchen joinery (Medium Spec - Timber - 1.00 item)	No Earthquake Damage		
Range (Free standing oven) (Electric - Standard Electric - 1.00 item)	No Earthquake Damage		
Range Hood (Over Head - Standard spec - 1.00 item)	No Earthquake Damage		
Wall covering (Gib - Paint - 30.24 m2)	Cosmetic damage	Rake out, plaster and paint	30.24 m2

Window (Timber medium - Pane single glazed - 1.00 No of) No Earthquake Damage

Work top (Kitchen work top - Laminate - 4.80 l/m) No Earthquake Damage

Ground Floor - Entry (Back entry)

Room Size: 0.90 x 1.70 = 1.53 (length(m) x width(m) = Area Size(m²))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 1.53 m ²)	No Earthquake Damage		
Door (External) (Single glass door - Timber - 1.00 No of)	Cosmetic damage	Reglaze broken glass 4mm	0.49 m ²
	Cosmetic damage	Paint jambs and trims	1.00 No of
Floor (T&G - Tiles - 1.53 m ²)	Impact damage	Remove, dispose and replace tiles	1.53 m ²
Wall covering (Gib - Lining paper / paint - 12.48 m ²)	No Earthquake Damage		

Ground Floor - Laundry

Room Size: 1.60 x 2.10 = 3.36 (length(m) x width(m) = Area Size(m²))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 3.36 m ²)	Cosmetic Damage	Rake out, plaster and paint	3.36 m ²
Door (Internal) (Other - Timber - 1.00 No of)	Cosmetic damage	Repaint total door surround	1.00 No of
Floor (T&G - Tiles - 3.36 m ²)	Impact damage	Remove, dispose and replace tiles	3.36 m ²
Wall covering (Gib - Lining paper / paint - 17.76 m ²)	Cosmetic damage	Remove, dispose and replace lining paper	5.04 m ²
	Cosmetic damage	Paint wall	17.76 m ²
Wash tub (Single - Stainless Steel - 1.00 item)	No Earthquake Damage		
Window (Timber small - Pane single glazed - 1.00 No of)	Cosmetic damage	Gap fill and paint jambs / sills	4.00 l/m

Ground Floor - Toilet

Room Size: 0.80 x 1.70 = 1.36 (length(m) x width(m) = Area Size(m²))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 1.36 m ²)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Tiles - 1.36 m ²)	Impact damage	Remove, dispose and replace tiles	1.36 m ²
Toilet (Standard - Standard Spec - 1.00 item)	No Earthquake Damage		
Wall covering (Gib - Paint - 12.00 m ²)	No Earthquake Damage		
Window (Timber small - Obscure glass - 1.00 No of)	No Earthquake Damage		

Ground Floor - Hallway (Hallway/Entry)

Room Size: 1.00 x 8.00 = 8.00 (length(m) x width(m) = Area Size(m²))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Wallpaper / paint - 8.00 m ²)	Cosmetic Damage	Remove, dispose and replace wall paper - Paint	8.00 m ²
Door (External) (Single glass door - Timber - 1.00 No of)	Cosmetic damage	Paint jambs and trims	1.00 No of
Floor (T&G - Carpet - 8.00 m ²)	No Earthquake Damage		

Heating (Electric - Night store - 1.00 item)	No Earthquake Damage		
Trim (Painted MDF - Trim 60mm - 18.00 l/m)	Damaged finish	Re-paint trim	18.00 l/m
Wall covering (Gib - Lining paper / paint - 43.20 m2)	Cosmetic damage	Remove, dispose and replace lining paper	40.80 m2
	Cosmetic damage	Paint wall	43.20 m2

Ground Floor - Bathroom

Room Size: 1.60 x 1.80 = 2.88 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Bath (Acrylic - Standard specification - 1.00 item)	No Earthquake Damage		
Bathroom Sink (Vanity single - Standard specification - 1.00 item)	No Earthquake Damage		
Ceiling (Gib - Paint - 2.88 m2)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	Cosmetic damage	Repaint total door surround	1.00 No of
Floor (T&G - Tiles - 2.88 m2)	No Earthquake Damage		
Heating (Electric - Other - 1.00 item)	No Earthquake Damage		
Shower (Over Bath with Curtain - Acrylic shower - 1.00 m2)	No Earthquake Damage		
Wall covering (Gib - Lining paper / paint - 16.32 m2)	Cosmetic damage	Remove, dispose and replace lining paper	4.32 m2
	Cosmetic damage	Paint wall	4.32 m2
Window (Timber small - Obscure glass - 1.00 No of)	No Earthquake Damage		

Ground Floor - Bedroom (Next to bathroom)

Room Size: 2.70 x 3.50 = 9.45 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Built in wardrobe (Wardrobe - MDF - 3.84 m2)	No Earthquake Damage		
Ceiling (Gib - Stipple - 9.45 m2)	Cosmetic Damage	Paint Ceiling	9.45 m2
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Carpet - 9.45 m2)	No Earthquake Damage		
Wall covering (Gib - Lining paper / paint - 29.76 m2)	Cosmetic damage	Remove, dispose and replace lining paper	14.88 m2
	Cosmetic damage	Paint wall	29.76 m2
Window (Timber Large - Pane single glazed - 1.00 No of)	No Earthquake Damage		

Ground Floor - Bedroom

Room Size: 2.40 x 3.40 = 8.16 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 8.16 m2)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Carpet - 8.16 m2)	No Earthquake Damage		
Trim (Painted MDF - Trim 60mm - 11.60 l/m)	Damaged finish	Re-paint trim	11.60 l/m
Wall covering (Gib - Lining paper / paint - 27.84 m2)	Cosmetic damage	Remove, dispose and replace lining paper	13.92 m2
	Cosmetic damage	Paint wall	27.84 m2

Window (Timber Large - Pane single glazed - No Earthquake Damage
1.00 No of)

Ground Floor - Bedroom (Master)

Room Size: 3.00 x 3.70 = 11.10 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Built in wardrobe (Wardrobe - Timber - 9.60 m2)	Cosmetic damage	Rake out, plaster and paint	9.60 m2
Ceiling (Gib - Stipple - 11.10 m2)	Cosmetic Damage	Scrape off, rake out, fill, restipple (excludes painting)	11.10 m2
	Cosmetic Damage	Paint Ceiling	11.10 m2
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Carpet - 11.10 m2)	No Earthquake Damage		
Wall covering (Gib - Lining paper / paint - 32.16 m2)	Cosmetic damage	Remove, dispose and replace lining paper	16.08 m2
	Cosmetic damage	Paint wall	32.16 m2
Window (Timber medium - Pane single glazed - 2.00 No of)	Broken glass	Remove and reglaze 4mm single	1.40 m2
	Broken glass	Remove and reglaze 4mm single	1.40 m2

External Garage

Exterior

Elevation (South 8x2.1)

Element	Damage	Repair	
Wall framing (Block - Block - 16.80 m2)	Cosmetic damage	Grind out and re-mortar	5.00 l/m
	Cosmetic damage	Paint wall	16.80 m2

Elevation (East 6x2.1)

Element	Damage	Repair
No Damage		

Elevation (North 8x2.1)

Element	Damage	Repair
No Damage		

Elevation (South 6x2.1)

Element	Damage	Repair
No Damage		

Foundations (Concrete slab)

Element	Damage	Repair
No Damage		

Roof (Truss frame & rolled metal)

Element	Damage	Repair
No Damage		

Interior

Ground Floor - Room (Other)

Room Size: 8.00 x 6.00 = 48.00 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.10 m

Element	Damage	Repair	
Door (External) (Single glass door - Timber - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Concrete - 48.00 m2)	Cosmetic damage	Grind out and epoxy fill (up to 5mm)	4.00 l/m
Garage door (Tilt-a-door Metal - Steel - 2.00 No of)	No Earthquake Damage		
Wall framing (Block - Block - 58.80 m2)	Cosmetic damage	Grind out and re-mortar	15.00 l/m
Window (Steel framed - Pane single glazed - 1.00 No of)	No Earthquake Damage		

Scope of Works - Glossary of Terms

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

Additional Information

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

Claim Number: CLM/2010/132627
Claimant: S Bell
Property Address: 6 WINGATE STREET
 REDWOOD
 CHRISTCHURCH 8051

Assessment Date: 14/11/2011 12:28
Assessor: Burgess, Kelvin
Estimator: Payne, Ricky
Property Occupied By: Owner Occupied

Claimant Setup

Type	Name	Home Number	Mobile Number	Work Number	Email Address
Owner	S, Bell				

Insurance & Mortgage Details

Insurance Details - From Claim Centre

Insurer	Policy Type	Policy Number	Insurance Sighted	Insurance Valid
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Insurance Details - Added in COMET

Insurer	Policy Type	Policy Number	Insurance Sighted	Insurance Valid
IAG - State/Norwich Group	Dwelling		Yes	

Insurance Details - Comments

Mortgage Details - From Claim Centre

Bank

Mortgage Details - Added in COMET

Bank
WESTPAC NEW ZEALAND

Mortgage Details - Comments

Sheldon Paul BELL and Victoria Christina WATSON

Opt Out

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

Hazards

Hazards: 2dogs
Property Sticker: No Sticker

Building Configurations

Leaky Home Syndrome? No

Building Name	Number of floors	Building Finish	Age of house	Footprint	Area (m2)
Main Building	1	Standard	1961 - 1980	Rectangular	84.17
External Garage	1	Standard	1961 - 1980	Rectangular	48.70

Full Assessment

Site

Element	Type	Material	Damages	Measure	Rate	Cost
Land	Exposed	Soil	No Earthquake Damage			
Land	Under dwelling	Soil	No Earthquake Damage			
Main Access	Drive	Concrete	Damaged surface			
			Not covered by EQC	1.00 item	0.00	0.00

General Comments:

Services

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

General Comments:

Main Building

Exterior

Elevation (East 7.2x2.5- street side)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Brick Veneer	Summer Hill Stone	Cracking			
			Grind out and repoint mortar	2.00 l/m	30.00	60.00
			Damaged finish			
			Paint wall	18.00 m2	29.00	522.00
			Window / door frame damage			
			Paint window / door frame	15.00 l/m	12.00	180.00
Wall framing	Timber Frame	Timber	No Earthquake Damage			

General Comments: Window (drive way side) repaint frame

Elevation (North 15.7x2.5)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Weatherboard	Timber	Damaged finish			
			Paint wall	30.00 m2	29.00	870.00
			Window / door frame damage			
			Paint window / door frame	30.00 l/m	12.00	360.00
Wall Cladding	Brick Veneer	Summer Hill Stone	Cracking			
			Grind out and repoint mortar	2.00 l/m	30.00	60.00
			Damaged finish			
			Paint wall	9.25 m2	29.00	268.25
Wall framing	Timber Frame	Timber	No Earthquake Damage			

General Comments: repaint window frame due to reglazing
Repaint weather boards to match summerhill stone

Elevation (West 9.5x2.5)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Deck	Below 1m	Hard Wood	No Earthquake Damage			
Wall Cladding	Brick Veneer	Summer Hill Stone	Cracking			
			Grind out and repoint mortar	8.00 l/m	30.00	240.00
			Damaged finish			
			Paint wall	23.75 m2	29.00	688.75

Wall framing Timber Frame Timber No Earthquake Damage

General Comments:

Elevation (South 12.5x2.5)

Damage: No damage

Require Scaffolding? No

General Comments: Summer hill stone veneer

Foundations (Ring & pile)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Piles	Ordinary	Concrete	Floor has moved less than 100mm			
			Replace piles (less than 6 under house)	2.00 No of	218.00	436.00
Ring foundation	Load bearing	Concrete	Cracks to ring foundation			
			Grind out and epoxy fill cracks	1.00 l/m	30.00	30.00
			Cracks to ring foundation			
			Splash coat repair	1.80 m2	35.00	63.00

General Comments: Crack to west elevation
Pile lifted in laundry

Roof (Timber frame & concrete tile)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Roof Covering	Pitched	Concrete tile	Cosmetic damage			
			Repoint ridge capping	25.00 l/m	30.00	750.00

Roof framing Framed Timber No Earthquake Damage

General Comments: Repoint capping using mortar to match colour

Ground Floor - Dining Room (Dining/Living)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	Timber	No Earthquake Damage			
Floor	T&G	Carpet	No Earthquake Damage			
Heating	Electric	Heat pump	No Earthquake Damage			
Trim	Painted MDF	Trim 60mm	Damaged finish			
			Reattach trim	5.30 l/m	5.00	26.50
			Damaged finish			
			Re-paint trim	21.40 l/m	8.00	171.20
Wall covering	Gib	Paint	No Earthquake Damage			
Window	Timber Large	Pane single glazed	No Earthquake Damage			
Window	Timber medium	Pane single glazed	Broken glass			
			Remove and reglaze 4mm single	1.40 m2	360.00	504.00

General Comments:

Ground Floor - Kitchen

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Stipple	Cosmetic Damage			
			Scrape off, rake out, fill, restipple (excludes painting)	9.90 m2	34.00	336.60
			Cosmetic Damage			
			Paint Ceiling	9.90 m2	24.00	237.60

Door (Internal)	Single Hollow Core	Timber	No Earthquake Damage			
Floor	T&G	Tiles	Impact damage			
			Remove, dispose and replace tiles	9.90 m2	170.00	1,683.00
Kitchen joinery	Medium Spec	Timber	No Earthquake Damage			
Range (Free standing oven)	Electric	Standard Electric	No Earthquake Damage			
Range Hood	Over Head	Standard spec	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	30.24 m2	27.00	816.48
Window	Timber medium	Pane single glazed	No Earthquake Damage			
Work top	Kitchen work top	Laminate	No Earthquake Damage			

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

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (External)	Single glass door	Timber	Cosmetic damage			
			Reglaze broken glass 4mm	0.49 m2	133.00	65.17
			Cosmetic damage			
			Paint jambs and trims	1.00 No of	63.00	63.00
Floor	T&G	Tiles	Impact damage			
			Remove, dispose and replace tiles	1.53 m2	170.00	260.10
Wall covering	Gib	Lining paper / paint	No Earthquake Damage			

General Comments:**Ground Floor - Laundry****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	Cosmetic Damage			
			Rake out, plaster and paint	3.36 m2	27.00	90.72
Door (Internal)	Other	Timber	Cosmetic damage			
			Repaint total door surround	1.00 No of	63.00	63.00
Floor	T&G	Tiles	Impact damage			
			Remove, dispose and replace tiles	3.36 m2	170.00	571.20
Wall covering	Gib	Lining paper / paint	Cosmetic damage			
			Remove, dispose and replace lining paper	5.04 m2	30.00	151.20
			Cosmetic damage			
			Paint wall	17.76 m2	24.00	426.24
Wash tub	Single	Stainless Steel	No Earthquake Damage			
Window	Timber small	Pane single glazed	Cosmetic damage			
			Gap fill and paint jambs / sills	4.00 l/m	12.00	48.00

General Comments:**Ground Floor - Toilet****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	Timber	No Earthquake Damage			
Floor	T&G	Tiles	Impact damage			

Floor	T&G	Tiles	Remove, dispose and replace tiles	1.36 m2	170.00	231.20
Toilet	Standard	Standard Spec	No Earthquake Damage			
Wall covering	Gib	Paint	No Earthquake Damage			
Window	Timber small	Obscure glass	No Earthquake Damage			

General Comments:**Ground Floor - Hallway (Hallway/Entry)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Wallpaper / paint	Cosmetic Damage			
			Remove, dispose and replace wall paper - Paint	8.00 m2	67.00	536.00
Door (External)	Single glass door	Timber	Cosmetic damage			
			Paint jambs and trims	1.00 No of	63.00	63.00
Floor	T&G	Carpet	No Earthquake Damage			
Heating	Electric	Night store	No Earthquake Damage			
Trim	Painted MDF	Trim 60mm	Damaged finish			
			Re-paint trim	18.00 l/m	8.00	144.00
Wall covering	Gib	Lining paper / paint	Cosmetic damage			
			Remove, dispose and replace lining paper	40.80 m2	30.00	1,224.00
			Cosmetic damage			
			Paint wall	43.20 m2	24.00	1,036.80

General Comments:**Ground Floor - Bathroom****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Bath	Acrylic	Standard specification	No Earthquake Damage			
Bathroom Sink	Vanity single	Standard specification	No Earthquake Damage			
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	Timber	Cosmetic damage			
			Repaint total door surround	1.00 No of	63.00	63.00
Floor	T&G	Tiles	No Earthquake Damage			
Heating	Electric	Other	No Earthquake Damage			
Shower	Over Bath with Curtain	Acrylic shower	No Earthquake Damage			
Wall covering	Gib	Lining paper / paint	Cosmetic damage			
			Remove, dispose and replace lining paper	4.32 m2	30.00	129.60
			Cosmetic damage			
			Paint wall	4.32 m2	24.00	103.68
Window	Timber small	Obscure glass	No Earthquake Damage			

General Comments:**Ground Floor - Bedroom (Next to bathroom)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Built in wardrobe	Wardrobe	MDF	No Earthquake Damage			
Ceiling	Gib	Stipple	Cosmetic Damage			
			Paint Ceiling	9.45 m2	24.00	226.80
Door (Internal)	Single Hollow Core	Timber	No Earthquake Damage			
Floor	T&G	Carpet	No Earthquake Damage			

Wall covering	Gib	Lining paper / paint	Cosmetic damage			
			Remove, dispose and replace lining paper	14.88 m2	30.00	446.40
			Cosmetic damage			
			Paint wall	29.76 m2	24.00	714.24
Window	Timber Large	Pane single glazed	No Earthquake Damage			

General Comments:**Ground Floor - Bedroom****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	Timber	No Earthquake Damage			
Floor	T&G	Carpet	No Earthquake Damage			
Trim	Painted MDF	Trim 60mm	Damaged finish			
			Re-paint trim	11.60 l/m	8.00	92.80
Wall covering	Gib	Lining paper / paint	Cosmetic damage			
			Remove, dispose and replace lining paper	13.92 m2	30.00	417.60
			Cosmetic damage			
			Paint wall	27.84 m2	24.00	668.16
Window	Timber Large	Pane single glazed	No Earthquake Damage			

General Comments:**Ground Floor - Bedroom (Master)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Built in wardrobe	Wardrobe	Timber	Cosmetic damage			
			Rake out, plaster and paint	9.60 m2	34.00	326.40
Ceiling	Gib	Stipple	Cosmetic Damage			
			Scrape off, rake out, fill, restipple (excludes painting)	11.10 m2	34.00	377.40
			Cosmetic Damage			
			Paint Ceiling	11.10 m2	24.00	266.40
Door (Internal)	Single Hollow Core	Timber	No Earthquake Damage			
Floor	T&G	Carpet	No Earthquake Damage			
Wall covering	Gib	Lining paper / paint	Cosmetic damage			
			Remove, dispose and replace lining paper	16.08 m2	30.00	482.40
			Cosmetic damage			
Window	Timber medium	Pane single glazed	Paint wall	32.16 m2	24.00	771.84
			Broken glass			
			Remove and reglaze 4mm single	1.40 m2	360.00	504.00
			Broken glass			
			Remove and reglaze 4mm single	1.40 m2	360.00	504.00

General Comments: 2cracked windows**External Garage****Exterior****Elevation (South 8x2.1)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall framing	Block	Block	Cosmetic damage			

Wall framing	Block	Block	Grind out and re-mortar	5.00 l/m	30.00	150.00
			Cosmetic damage			
			Paint wall	16.80 m2	29.00	487.20

General Comments:**Elevation (East 6x2.1)****Damage:** No damage**Require Scaffolding?** No**General Comments:** Concrete block**Elevation (North 8x2.1)****Damage:** No damage**Require Scaffolding?** No**General Comments:** Concrete block**Elevation (South 6x2.1)****Damage:** No damage**Require Scaffolding?** No**General Comments:** Concrete block**Foundations (Concrete slab)****Damage:** No damage**Require Scaffolding?** No**General Comments:** 48m2**Roof (Truss frame & rolled metal)****Damage:** No damage**Require Scaffolding?** No**General Comments:** 60m2**Ground Floor - Room (Other)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Door (External)	Single glass door	Timber	No Earthquake Damage			
Floor	Concrete	Concrete	Cosmetic damage			
			Grind out and epoxy fill (up to 5mm)	4.00 l/m	60.00	240.00
Garage door	Tilt-a-door Metal	Steel	No Earthquake Damage			
Wall framing	Block	Block	Cosmetic damage			
			Grind out and re-mortar	15.00 l/m	30.00	450.00
Window	Steel framed	Pane single glazed	No Earthquake Damage			

General Comments:**Fees****Fees**

Name	Duration	Estimate
Scaffold hire - Mobile single lift aluminium	2.00	300.00
Contents movement fee	1.00	1,129.42
Small Job Fee	1.00	180.00

Overheads

Name	Estimate
Preliminary and general	1,655.91
Margin	2,396.43
GST	3,954.10

Scope Of Works Estimate

Property

Description	Estimate
Site	0.00
Services	0.00
	0.00

Main Building

Name	Description	Estimate
Exterior	Elevation (East 7.2x2.5- street side)	762.00
	Elevation (North 15.7x2.5)	1,558.25
	Foundations (Ring & pile)	529.00
	Elevation (South 12.5x2.5)	0.00
	Roof (Timber frame & concrete tile)	750.00
	Elevation (West 9.5x2.5)	928.75
		4,528.00

Floor	Description	Estimate
Ground Floor	Bathroom	296.28
	Bedroom	1,178.56
	Bedroom (Master)	3,232.44
	Bedroom (Next to bathroom)	1,387.44
	Dining Room (Dining/Living)	701.70
	Entry (Back entry)	388.27
	Hallway (Hallway/Entry)	3,003.80
	Kitchen	3,073.68
	Laundry	1,350.36
	Toilet	231.20
		14,843.73

14,843.73

External Garage

Name	Description	Estimate
Exterior	Foundations (Concrete slab)	0.00
	Elevation (East 6x2.1)	0.00
	Elevation (North 8x2.1)	0.00
	Elevation (South 6x2.1)	0.00
	Elevation (South 8x2.1)	637.20
	Roof (Truss frame & rolled metal)	0.00
		637.20

Floor	Description	Estimate
Ground Floor	Room (Other)	690.00
		690.00

690.00

Fees

Description	Estimate
Scaffold hire - Mobile single lift aluminium	300.00
Contents movement fee	1,129.42
Small Job Fee	180.00
	1,609.42

Overheads

Description	Estimate
Preliminary and general	1,655.91
Margin	2,396.43
GST	3,954.10
	8,006.44
Total Estimate	30,314.79

Inspection Sign Off

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

Previous Claim Numbers (recorded manually in field)

- 2010/196263

File Notes

Date Created:	14/11/2011 10:16
Created :	Burgess, Kelvin
Subject:	FILE NOTE
Note:	This is a single story dwelling on piles. It requires replacement of two piles. It also requires minor cosmetic repairs to interior linings and exterior cladding. Painting and Prep.
Next Action:	
Date Created:	21/04/2012 01:47
Created :	Administrator, Alchemy
Subject:	COMET sent to EQR on 21/04/2012
Note:	COMET sent to EQR on 21/04/2012
Next Action:	

Urgent Works Items

EQC Claim Assessment

Address	6 WINGATE STREET, REDWOOD, CHRISTCHURCH, 8051	EQC Claim Number	CLM/2010/132627
Hazards	2dogs	EQC Assessor (L,F)	Burgess, Kelvin
Inspection Date	14-Nov-2011	Placard	No Sticker
		EQC Estimator (L,F)	Payne, Ricky

Claimants				
Name	Home Phone	Work Phone	Mobile Phone	Email Address
Bell S				

Property Detail - Services		
Element	Description / Damage / Repair Strategy	Measure
Water Supply	Town Connection, Plastic	10 m
Sewerage	Town Connection, PVC Pipe	10 m

Property Detail - Site		
Element	Description / Damage / Repair Strategy	Measure
Land	Exposed, Soil	600 m2
Main Access	Drive, Concrete	90 m2
	Damaged surface	
	Not covered by EQC	1 Item
Land	Under dwelling, Soil	90 m2

MAIN BUILDING	Age 1961 - 1980	Area 84.2m2	Footprint Rectangular
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Structure

Element	Description / Damage / Repair Strategy	Measure
Elevation (East 7.2x2.5- street side)		
Wall framing	Timber Frame, Timber (18.00 m2)	
Wall cladding	Brick veneer, Summer Hill Stone (18.00 m2)	
	Cracking	
	Grind out and repoint mortar	2 m
	Damaged finish	
	Paint wall	18 m2
	Window / door frame damage	
	Paint window / door frame	15 m

Comments: Window (drive way side) repaint frame

Element	Description / Damage / Repair Strategy	Measure
Elevation (North 15.7x2.5)		
Wall cladding	Brick veneer, Summer Hill Stone (9.25 m2)	
	Cracking	
	Grind out and repoint mortar	2 m
	Damaged finish	
	Paint wall	9.25 m2

EQC Claim Number CLM/2010/132627

Wall framing	Timber Frame, Timber (39.25 m2)	
Wall cladding	Weatherboard, Timber (30.00 m2)	
	Damaged finish	
	Paint wall	15m 30 m2
	Window / door frame damage	
	Paint window / door frame	30 m

Comments: repaint window frame due to reglazing ☐ Repaint weather boards to match summerhill stone

Element	Description / Damage / Repair Strategy	Measure
Elevation (West 9.5x2.5)		
Wall framing	Timber Frame, Timber (23.75 m2)	
Wall cladding	Brick veneer, Summer Hill Stone (23.75 m2)	
	Cracking	
	Grind out and repoint mortar	8 m
	Damaged finish	
	Paint wall	23.75 m2
Deck	Below 1m, Hard Wood (16.00 m2)	

Element	Description / Damage / Repair Strategy	Measure
Elevation (South 12.5x2.5)		

Comments: Summer hill stone veneer

Element	Description / Damage / Repair Strategy	Measure
Foundations (Ring & pile)		
Piles	Ordinary, Concrete (1.00 Item)	
	Floor has moved less than 100mm	
	Replace piles (less than 6 under house)	2 No of
Ring foundation	Load bearing, Concrete (44.90 m)	
	Cracks to ring foundation	
	Grind out and epoxy fill cracks	1 m
	Splash coat repair	1.8 m2

Comments: Crack to west elevation ☐ Pile lifted in laundry

Element	Description / Damage / Repair Strategy	Measure
Roof (Timber frame & concrete tile)		
Roof framing	Framed, Timber (105.00 m2)	
Roof Covering	Pitched, Concrete tile (105.00 m2)	
	Cosmetic damage	
	Repoint ridge capping	25 m

Comments: Repoint capping using mortar to match colour

Ground Floor

Room / Element	Description / Damage / Repair Strategy	Measure
Dining Room Dining/Living (L=7.1m W=3.6m H=2.4m)		
Heating	Electric, Heat pump (1.00 Item)	
Ceiling	Gib, Paint (25.56 m2)	
Wall covering	Gib, Paint (51.36 m2)	
Trim	Painted MDF, Trim 60mm (21.40 m)	

EQC Claim Number CLM/2010/132627

Damaged finish

Reattach trim

5.3 m

Re-paint trim

21.4 m

Door (Internal) Single Hollow Core, Timber (1.00 No of)

Floor T&G, Carpet (25.56 m2)

Window Timber Large, Pane single glazed (1.00 No of)

Window Timber medium, Pane single glazed (2.00 No of)

Broken glass

Remove and reglaze 4mm single

1.4 m2

Room - Additional Notes:

Kitchen (L=3.3m W=3.0m H=2.4m)

Range (Free standing oven) Electric, Standard Electric (1.00 Item)

Wall covering Gib, Paint (30.24 m2)

Cosmetic damage

Rake out, plaster and paint

10m 30.24 m2

Ceiling Gib, Stipple (9.90 m2)

Cosmetic Damage

Paint Ceiling

Scrape off, rake out, fill, restipple (excludes painting)

9.9 m2

9.9 m2

REMOVE FROM
SCOPE
SKIM COAT.
OWNER TO REPAIR

Work top Kitchen work top, Laminate (4.80 m)

Kitchen joinery Medium Spec, Timber (1.00 Item)

Range Hood Over Head, Standard spec (1.00 Item)

Door (Internal) Single Hollow Core, Timber (1.00 No of)

Floor T&G, Tiles (9.90 m2)

Impact damage

Remove, dispose and replace tiles

9.9 m2 ✓

Window Timber medium, Pane single glazed (1.00 No of)

Room - Additional Notes:

Entry Back entry (L=1.7m W=0.9m H=2.4m)

Ceiling Gib, Paint (1.53 m2)

Wall covering Gib, Lining paper / paint (12.48 m2)

Door (External) Single glass door, Timber (1.00 No of)

Cosmetic damage

Paint jambs and trims

1 No of

Reglaze broken glass 4mm

0.49 m2

Floor T&G, Tiles (1.53 m2)

Impact damage

Remove, dispose and replace tiles

1.53 m2

EQC Claim Number CLM/2010/132627

Room - Additional Notes:

✓ Laundry (L=2.1m W=1.6m H=2.4m)

Ceiling	Gib, Paint (3.36 m2)		
	Cosmetic Damage		
	Rake out, plaster and paint	3.36 m2	✓
Wall covering	Gib, Lining paper / paint (17.76 m2)		
	Cosmetic damage		
	Paint wall	7m 17.76 m2	
	Remove, dispose and replace lining paper	5.04 m2	✓
Door (Internal)	Other, Timber (1.00 No of)		
	Cosmetic damage		
	Repaint total door surround	1 No of	
Wash tub	Single, Stainless Steel (1.00 Item)		
Floor	T&G, Tiles (3.36 m2)		
	Impact damage		
	Remove, dispose and replace tiles	3.36 m2	✓
Window	Timber small, Pane single glazed (1.00 No of)		
	Cosmetic damage		
	Gap fill and paint jambs / sills	4 m	

Room - Additional Notes:

✓ Toilet (L=1.7m W=0.8m H=2.4m)

Ceiling	Gib, Paint (1.36 m2)		
Wall covering	Gib, Paint (12.00 m2)		
Door (Internal)	Single Hollow Core, Timber (1.00 No of)		
Toilet	Standard, Standard Spec (1.00 Item)		
Floor	T&G, Tiles (1.36 m2)		
	Impact damage		
	Remove, dispose and replace tiles	1.36 m2	
Window	Timber small, Obscure glass (1.00 No of)		

Room - Additional Notes:

✓ Hallway Hallway/Entry (L=8.0m W=1.0m H=2.4m)

Heating	Electric, Night store (1.00 Item)		
Ceiling	Gib, Wallpaper / paint (8.00 m2)		
	Cosmetic Damage		
	Remove, dispose and replace wall paper - Paint	8 m2	
Wall covering	Gib, Lining paper / paint (43.20 m2)		
	Cosmetic damage		
	Paint wall	25 43.2 m2	✓
	Remove, dispose and replace lining paper	15 40.8 m2	✓

EQC Claim Number CLM/2010/132627

Trim	Painted MDF, Trim 60mm (18.00 m)		
	Damaged finish		
	Re-paint trim	18 m	
Door (External)	Single glass door, Timber (1.00 No of)		
	Cosmetic damage		
	Paint jambs and trims	1 No of	
Floor	T&G, Carpet (8.00 m2)		

Room - Additional Notes:

Bathroom (L=1.8m W=1.6m H=2.4m)			
Bath	Acrylic, Standard specification (1.00 Item)		
Heating	Electric, Other (1.00 Item)		
Ceiling	Gib, Paint (2.88 m2)		
Wall covering	Gib, Lining paper / paint (16.32 m2)		
	Cosmetic damage		
	Paint wall	4.32 m2	✓
	Remove, dispose and replace lining paper	4.32 m2	✓
Shower	Over Bath with Curtain, Acrylic shower (1.00 m2)		
Door (Internal)	Single Hollow Core, Timber (1.00 No of)		
	Cosmetic damage		
	Repaint total door surround	1 No of	✓
Floor	T&G, Tiles (2.88 m2)		
Window	Timber small, Obscure glass (1.00 No of)		
Bathroom sink	Vanity single, Standard specification (1.00 Item)		

Room - Additional Notes:

Bedroom Next to bathroom (L=3.5m W=2.7m H=2.4m) Bed 1			
Wall covering	Gib, Lining paper / paint (29.76 m2)		
	Cosmetic damage		
	Paint wall	29.76 m2	✓
	Remove, dispose and replace lining paper	14.88 m2	✓
Ceiling	Gib, Stipple (9.45 m2)		
	Cosmetic Damage		
	Paint Ceiling	9.45 m2	✓
Door (Internal)	Single Hollow Core, Timber (1.00 No of)		
Floor	T&G Carpet (9.45 m2)		
Window	Timber Large, Pane single glazed (1.00 No of)		
Built in wardrobe	Wardrobe, MDF (3.84 m2)		

Room - Additional Notes:

Bedroom (L=3.4m W=2.4m H=2.4m) Bed 2			
Ceiling	Gib, Paint (8.16 m2)		

EQC Claim Number CLM/2010/132627

Wall covering	Gib, Lining paper / paint (27.84 m2)	
	Cosmetic damage	
	Paint wall	27.84 m2
	Remove, dispose and replace lining paper	13.92 m2
Trim	Painted MDF, Trim 60mm (11.60 m)	
	Damaged finish	
	Re-paint trim	11.6 m
Door (Internal)	Single Hollow Core, Timber (1.00 No of)	
Floor	T&G, Carpet (8.16 m2)	
Window	Timber Large, Pane single glazed (1.00 No of)	

Room - Additional Notes:

Bedroom Master (L=3.7m W=3.0m H=2.4m) <i>Bed 3</i>		
Ceiling	Gib, Stipple (11.10 m2)	
	Cosmetic Damage	
	Paint Ceiling	11.1 m2
	Scrape off, rake out, fill, restipple (excludes painting)	11.1 m2
Wall covering	Gib, Lining paper / paint (32.16 m2)	
	Cosmetic damage	
	Paint wall	32.16 m2
	Remove, dispose and replace lining paper	16.08 m2
Door (Internal)	Single Hollow Core, Timber (1.00 No of)	
Floor	T&G, Carpet (11.10 m2)	
Window	Timber medium, Pane single glazed (2.00 No of)	
	Broken glass	
	Remove and reglaze 4mm single	1.4 m2
	Remove and reglaze 4mm single	1.4 m2
Built in wardrobe	Wardrobe, Timber (9.60 m2)	
	Cosmetic damage	
	Rake out, plaster and paint	9.6 m2

Room - Comments: 2 cracked windows

Room - Additional Notes:

EXTERNAL GARAGE		Age 1961 - 1980	Area 48.7m2	Footprint Rectangular
Structure				
Element	Description / Damage / Repair Strategy			Measure
Elevation (South 8x2.1)				
Wall framing	Block	(16.80 m2)		
		Cosmetic damage		
		Grind out and re-mortar		5 m
		Paint wall		16.8 m2
Element	Description / Damage / Repair Strategy			Measure

EQC Claim Number CLM/2010/132627

Elevation (East 6x2.1)**Comments:** Concrete block

Element	Description	/ Damage	/ Repair Strategy	Measure
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Elevation (North 8x2.1)**Comments:** Concrete block

Element	Description	/ Damage	/ Repair Strategy	Measure
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Elevation (South 6x2.1)**Comments:** Concrete block

Element	Description	/ Damage	/ Repair Strategy	Measure
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Foundations (Concrete slab)**Comments:** 48m2

Element	Description	/ Damage	/ Repair Strategy	Measure
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Roof (Truss frame & rolled metal)**Comments:** 60m2**Ground Floor**

Room / Element	Description	/ Damage	/ Repair Strategy	Measure
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Room (Other) (L=6.0m W=8.0m H=2.1m)

Wall framing	Block (58.80 m2)	Cosmetic damage		15 m
		Grind out and re-mortar		
Floor	Concrete (48.00 m2)	Cosmetic damage		4 m
		Grind out and epoxy fill (up to 5mm)		

Door (External)	Single glass door, Timber	(1.00 No of)
-----------------	---------------------------	--------------

Window	Steel framed, Pane single glazed	(1.00 No of)
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Garage door	Tilt-a-door Metal, Steel	(2.00 No of)
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Room - Additional Notes:**End Of Assessment**

CLM/2010/132627 - Scope Change Summary

Scope Change Summary- Property Details			
Claim Number	CLM/2010/132627	Hub Zone	Kaiapoi Hub
Contractor Name	CDF National Ltd	Supervisor	Brent Atkinson
Property Address	6 WINGATE STREET, REDWOOD	Main Contact Name	SHELDON BELL
Customer name	SHELDON BELL	Customer Email	[REDACTED]
Home Phone		Mobile Phone	[REDACTED]
Created By	Brent Atkinson (EQR)	Form Completed	03/04/2013 12:20:41 p.m.

This form is to record any scope changes or alternative repair methodologies to those described in the EQC assessment documentation. It is vital that for all amendments that 'photos' are taken to assist with the E.Q.C approval of the scope changes

Type of Scope Change	Room (Dimensions)	Element	Changes to Original EQC Scope	E.Q.C Approval
1 Non-Earthquake Damage	✓ East elevation	Walls	✓ Remove cladding from scope no damage found.	m7
2 Alternative Repair Strategy	✓ North elevation	Walls	✓ Amend walls to 15m2 not 30m2 as per scope.	m7
3 Non-Earthquake Damage	✓ Foundation	Floor	✓ Remove piles from scope no damage found.	m7
4 Additional Damage	✓ Roof		✓ Harness required for roof repairs.	m7
5 Alternative Repair Strategy	✓ Kitchen	Walls, Ceiling	✓ Amend walls to 10m2 not 30.24m2 as per scope. ✓ Remove ceiling from scope owner to repair.	m7
6 Alternative Repair Strategy, Non-Earthquake Damage	✓ Laundry	Walls	✓ Amend walls to 7m2 not 17.76m2 as per scope. ✓ Remove door from scope no damage found. ✓ Remove window from scope no damage found.	m7
7 Non-Earthquake Damage	✓ Toilet	Floor	✓ Remove floor from scope no damage found	m7
8 Alternative Repair Strategy, Non-Earthquake Damage	✓ Hallway	Walls, Ceiling	✓ Paint wall 25m ² not 43.2m ² ✓ Rake out and plaster ceiling 8m2. ✓ Remove the wallpaper from scope. ✓ Remove trim from scope no damage found. ✓ Remove external door from scope no damage found. REMOVE REPLACE 15m² living room	m7
9 Non-Earthquake Damage	✓ Bedroom 2 ✓	Walls	✓ Remove trim from scope no damage found.	m7
10 Alternative Repair Strategy	✓ Master bedroom	Walls	✓ Seal/skim 11.1m2 - ceiling m7 ✓ Repair one window only. ✓ Remove w/robe from scope no damage found.	m7

Fletcher EQR has recorded the above scope changes to the EQC claim assessment at this property.

The above scope changes should be added to the EQC assessment for EQC to review/approve prior to confirmation with customer and issue of any Works Order.

EQR Contracts Supervisor:

MS-SF0405



CLM/2010/132627 - Scope Change Summary

Brent Atkinson

A handwritten signature in blue ink, appearing to read "B. Atkinson".

3/04/2013

Name

Signature

Date

EQC Representative:

Name

Signature

3/04/2013

Date

Mario Trnjanin

A handwritten signature in blue ink, appearing to read "M. Trnjanin".

Contract Quote

Revision


 Grant Shivas
021 245 1105

CDF NATIONAL
Painting Contractor

Claim No:	2011/132627	Contractor	CDF NATIONAL LTD
Claimant:	Sheldon Bell	Address:	38 ACHERON DRIVE
Site Location:	6 Wingate Street	Accreditation No:	EQRC0098
EQR Supervisor:	BRENT ATKINSON	Contractor Phone:	03 348 1348
		GST No:	094-245-273
Date:	2/05/2013	Total Price (Incl. GST)	\$20,474.49

This Scope Change Summary should be read in conjunction with the EQC Statement of Claim.

The work described in this document covers the full scope of work stated in EQC Statment of Claim.

Rooms	Description of Work/s	Dimension	\$ Rate	Contractors Quote	Room Total	Scope Change
Lounge:				0		
				0		
				0		
				0		
				0	0	
Dining Room:	TRIM- REATTCH TRIM	5.3	12	63.6		
	TRIM- PAINT	21.4	14	299.6		
	WINDOW- REGLAZE	1.4	105	147		
				0		
				0	510.2	
Kitchen:	WALLS-RAKE OUT PLASTER PAINT	10	29.45	294.5		
	FLOOR- REMOVE REPLACE TILES	9.9	205	2029.5		
				0		
				0		
				0	2324	
Family Room				0		
				0		
				0		
				0		
				0	0	
Bedroom 1: Next to bathrm	WALLS- REMOVE REPLACE LINING	14.88	48	714.24		
	WALLS- PAINT	29.76	19.45	578.832		
	CEILING- PAINT	9.45	21.5	203.175		
				0		
				0	1496.247	
Bedroom 2:	WALLS- REMOVE REPLACE LINING	13.92	48	668.16		
	WALLS- PAINT	27.84	19.45	541.488		
				0		
				0		
				0	1209.648	
Bedroom 3: Master	CEILING- SKIM AND PAINT	11.1	35	388.5		
	WALLS- REMOVE REPLACE LINING	16.08	48	771.84		
	WALLS- PAINT	32.16	19.45	625.512		
	REGLAZE GLASS	1.4	105	147		
				0	1932.852	

Contract Quotation

Address: 6 Wingate Street

Claim #: 2011/132627

Grant Shivas
021 245 1105CDF NATIONAL
Painting Contractor

Rooms	Description of Work/s	Dimension	\$ Rate	Contractors Quote	Room Total	Scope Change
Bedroom 4:				0		
				0		
				0		
				0		
				0	0	
Bedroom 5:				0		
				0		
				0		
				0		
				0	0	
Ensuite:				0		
				0		
				0		
				0		
				0	0	
Bathroom 1:	WALLS- REMOVE REPLACE LINING	4.32	48	207.36		
	WALLS- PAINT	4.32	19.45	84.024		
	REPAINT DOOR SURROUND	1	50	50		
				0		
				0	341.384	
Bathroom 2:				0		
				0		
				0		
				0		
				0	0	
Toilet 1:				0		
				0		
				0		
				0		
				0	0	
Toilet 2:				0		
				0		
				0		
				0		
				0	0	
Office/Study:				0		
				0		
				0		
				0		
				0	0	
Rumpus:				0		
				0		
				0		
				0		
				0	0	

Remove / Replace Lining Paper - contains pig seal as

per Andys email

dated: 13th May 13

Contract Quotation

Address: 6 Wingate Street

Claim #: 2011/132627

Grant Shivas
021 245 1105CDF NATIONAL
Painting Contractor

Rooms	Description of Work/s	Dimension	\$ Rate	Contractors Quote	Room Total	Scope Change
Entry rear:	PAINT JAMS AND TRIMS	1	70	70		
	REGLAZE GLASS	0.49	105	51.45		
	FLOOR- REMOVE REPLACE TILES	1.53	205	313.65		
				0		
				0	435.1	
Hallway:	CEILING- RAKE PLASTER PAINT	8	29.45	235.6		
	WALLS- REMOVE REPLACE LINING	15	48	720		
	WALLS- PAINT	25	19.45	486.25		
				0		
				0	1441.85	
Stairwell:				0		
				0		
				0		
				0		
				0	0	
Laundry:	WALLS- REMOVE REPLACE LINING	5.04	48	241.92		
	WALLS- PAINT	7	19.45	136.15		
	CEILING- RAKE PLASTER PAINT	3.36	29.45	98.952		
	FLOOR- REMOVE REPLACE TILES	3.36	205	688.8		
				0	1165.822	
Garage:	SOUTH WALL- REPOINT MORTER	5	40	200		
	SOUTH WALL- PAINT	16.8	36	604.8		
	ROOM-REPOINT MORTER	15	40	600		
	FLOOR- EPOXY CRACKS	4	60	240		
				0	1644.8	
Conservatory:				0		
				0		
				0		
				0		
				0	0	
Other:				0		
				0		
				0		
				0		
				0	0	
Roof:	REPOINT RIDGE CAPPING	25	25	625		
				0		
	HARNESS REQUIRED	1	135	135		
				0		
				0	760	
External Walls: North	GRIND OUT REPOINT MORTER	2	40	80		
	WALL- PAINT BRICKS	9.25	36	333		
	WALL-WEATHERBOARD PAINT	15	36	540		
	WINDOW/DOOR- PAINT FRAME	30	8	240		
				0	1193	

Contract Quotation

Address: 6 Wingate Street

Claim #: 2011/132627

Grant Shivas
021 245 1105CDF NATIONAL
Painting Contractor

Rooms	Description of Work/s	Dimension	\$ Rate	Contractors Quote	Room Total	Scope Change
External Walls: South				0		
				0		
				0		
				0		
				0	0	
External Walls: East	WINDOW/DOOR- PAINT FRAME	15	8	120		
				0		
				0		
				0		
				0	120	
External Walls: West	GRIND OUT REPOINT MORTER	8	40	320		
	WALL- PAINT BRICKS	23.75	36	855		
				0		
				0		
				0	1175	
Decks:				0		
				0		
				0		
				0		
				0	0	
Chimney Base:				0		
				0		
				0		
				0		
				0	0	
Chimney:				0		
				0		
				0		
				0		
				0	0	
Other				0		
				0		
				0		
				0		
				0	0	
Fireplace:				0		
				0		
				0		
				0		
				0	0	
Foundation:	GRIND OUT EPOXY FILL CRACKS	1	60	60		
	SPLASH COAT REPAIR	1.8	55	99		
				0		
				0		
				0	159	

Contract Quotation



Grant Shivas
021 245 1105

CDF NATIONAL
Painting Contractor

Address: 6 Wingate Street

Claim #: 2011/132627

Rooms	Description of Work/s	Dimension	\$ Rate	Contractors Quote	Room Total	Scope Change
Piling:				0		
				0		
				0		
				0		
				0	0	
Scaffolding	NIL			0		
				0		
				0		
				0		
				0	0	
				0		
				0		
				0		
				0		
				0	0	
				0		
				0		
				0		
				0		
				0	0	
P&Gs	Admin- Scope, pricing and invoice	1	350	350		
	Project management	1	165	165		
	Daily cleaning and final clean	1	450	450		
Glazer/Roofer	Small job other contractor	1	250	250		
	Carpet protector lay uplift	1	350	350		
	Contents movement	1	330	330	1895	

Subtotal (excl. GST)

\$17,803.90 \$0.00

Add 15% GST

\$2,670.59 \$0.00

Total Incl. GST

\$20,474.49 \$0.00

Grand Total with Scope Changes Ext GST

\$17,803.90

Grand Total with Scope Changes Incl. GST

\$20,474.49



Fletcher EQR acting as agent for EQC
(divn of FletcherConstruction)
P O Box 80105
CHRISTCHURCH 8440

Telephone 03 341 9900
Facsimile 03 343 4167

Works Order

To:
CDF National Ltd
Box 6431
Christchurch

Order No E006-00414

Please quote Works Order Number on
all invoices, correspondences etc

Phone 33414077
Email andrew.shivas@cdfnational.co.nz

Accreditation Number EQRC0098
Contractor Code S584

From:
Hub Kaiapoi Hub
Works Order Date 20-May-2013

Project Number E006

Please proceed with the works outlined in the attached approved Scope of Works for:

EQC Claim Number	Address	Start Date	\$ Ex. GST
CLM/2010/132627	6 WINGATE STREET, REDWOOD		17,803.90
NZ Govt Goods and Services Tax Is Not Included In This Total			Total Cost 17,803.90

The above stated contract price is deemed to be a complete price to undertake and complete the works as detailed within the attached Scope of Works. The Scope of Works shall not be varied without Fletcher EQR's prior written consent. No additional costs will be accepted unless approved by a written Variation Order issued and signed by Fletcher EQR. Any request for payment based on an invalid variation instruction will be refused.
All Works shall be completed in accordance with the approved Scope of Works unless varied as above.

Authorised By **Monique Sullivan**
On behalf of Fletcher Construction
as agent for Earthquake Commission Signature _____

IMPORTANT

This Works Order is only valid when authorized and signed by a Fletcher EQR Quantity Surveyor.
This Works Order is to be read in conjunction with the attached approved Scope of Works referencing this Works Order.
If no Scope of Works is attached please contact the issuing Quantity Surveyor for a copy of the Scope of Works.
This Works Order is subject to the terms and conditions contained in the Short Form Agreement for engagement of contractors between the parties.
Please send all invoices and correspondence to the Fletcher EQR Hub responsible for issuing this Works Order.

The Contractor is responsible for all Warranties to be passed onto the homeowner.
No additional private work is to be undertaken. Fletcher EQR reserves the right to terminate the contract and de-accredit any contractor working on site without approval.
EQC and Fletcher EQR employ zero tolerance in relation to fraud and will prosecute offenders.

WORKS ORDER

Daniel AhPene - Daniel@dahPenebuilders.co.nz

TO: DS AhPene Builders
4 Keller Street
Avonside
EQRC0133 S174 ✓

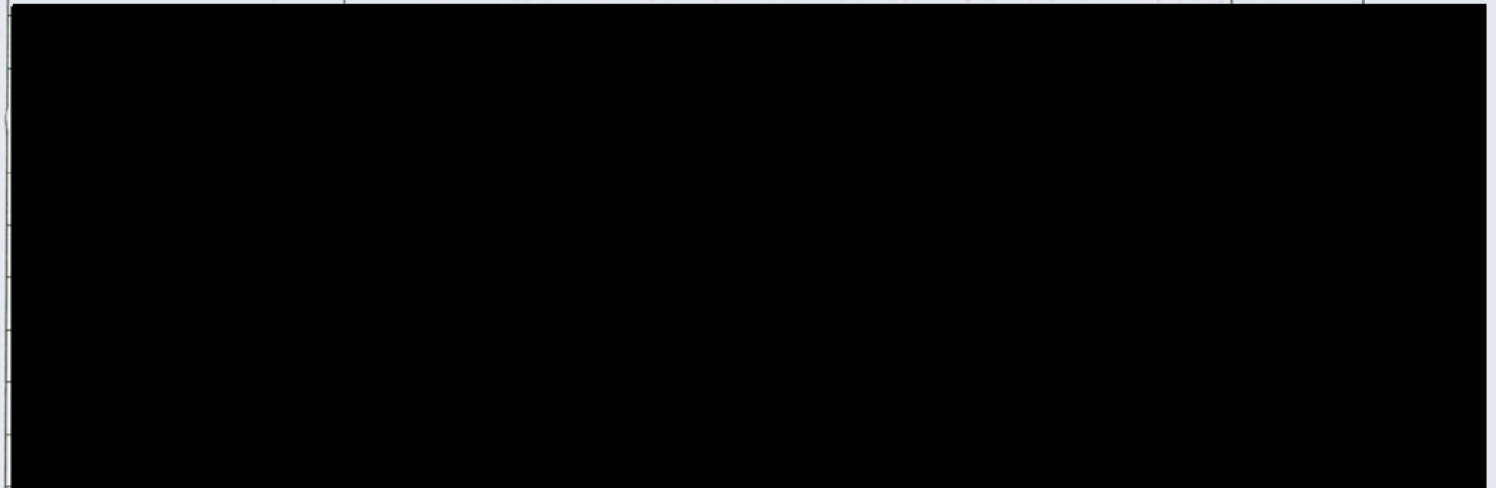
ORDER NUMBER**EQW 04751**

Please quote on all invoices,
correspondences etc

Authorised by: **Brenden Coleman**

Date: **25-1-2012**

DATE OF ISSUE	PROJECT SUPERVISOR	TELEPHONE NUMBER	HUB NUMBER	HUB CODE
25-1-2012		03 3459448	E 015	13
EQC CLAIM NUMBER	DESCRIPTION OF WORKS TO BE UNDERTAKEN - THE SCOPE OF WORKS SHALL NOT BE INCREASED OR VARIED IN ANY MATERIAL MANNER WITHOUT FLETCHER CONSTRUCTION'S PRIOR CONSENT			EST. TIME (WKS)



2012/037889	6 Wingate Street, repairs & replace window J&M	

PRICING (excl GST)			
AGREED FIXED PRICE	\$	or refer attachment	
SCHEDULE OF RATES	refer attachment		
HOURLY RATES			
TRADE QUALIFIED	(i.e. carpenter)	\$	p/h
EXPERIENCED	(not trade qualified)	\$	p/h
LABOURER	\$	p/h	
APPRENTICE	\$	p/h	

On behalf of Fletcher Construction
as agent for Earthquake Commission

Brenden Coleman

Please send all invoices and correspondence to: The Fletcher Construction Company Limited as agent for Earthquake Commission
11 Deans Avenue, PO Box 80105, Riccarton, CHRISTCHURCH 8440.

Telephone +64 3 341 9900, Facsimile +64 3 343 4167

This Works Order is subject to the terms and conditions contained in the short form agreement for engagement of contractors between the parties.

Works Order V1.0. 6/12/10

CDF National Ltd

Variation to Works Order



Claim Number	2010/132627	Contractor Name	Grant Shivas
Customer Name	S Bell	Supervisor	Brent Atkinson
Main Contact	CDF National Ltd	Date	22/08/2013
Property Address	6 Wingate street	Customer email	
Phone			

For all Variations please contact your Contract Supervisor before proceeding with any work.

This section must be

filled out by the contractor in full with as much supporting information as possible: Descriptions, Repair Strategies, Quantities, Units, Rates, Photos where appropriate - The contractor must ensure the reason for the variation is clearly stated (For example - unforeseen additional scope required, alternative repair strategy required etc...) and that works to be undertaken have not been previously allowed for.

Section 1

Completed by Contractor

Reason for Submitting a Variation

Repair strategy change

The following areas had the lining paper removed then sealed skimmed and painted instead of replacing lining paper and paint

Item	Description	Quantity	Unit	Rate	Amount
	Bed room 1 Walls changed to seal skim and paint				\$ -
	Bed room 2 Walls changed to seal skim and paint				\$ -
	Bed room 3 Walls changed to seal skim and paint				\$ -
	Hallway Walls changed to seal skim and paint				\$ -
Total					\$ -

Section 2

Completed by Contract Supervisor

Instruction given for work to proceed

Yes ☐ No ☐

Work sighted

Yes ☒ No ☐

Notes

Name Brent AtkinsonDate 26-8-13

Signature

Section 4

Completed by Quantity Surveyor

Claimed

\$

Hub Name

Kaipoi

Variation Total

\$

Hub Number

03 E 006

Tax Invoice/Payment Claim No.

Name Gerald WilliamsDate 28/8/13

Signature

Section 5

Completed by EQC Representative

Instruction given for work to proceed

Yes ☐ No ☐

Work sighted

Yes ☐ No ☐

Notes

APPROVED

Name Mark DeedDate 21/8/2013

Signature

CDF National Ltd

E006-00414-01.

Variation to Works Order



Claim Number	2010/132627	Contractor Name	Grant Shivas
Customer Name	S Bell	Supervisor	Brent Atkinson
Main Contact	CDF National Ltd	Date	22/08/2013
Property Address	6 Wingate street	Customer email	
Phone			

For all Variations please contact your Contract Supervisor before proceeding with any work. *This section must be filled out by the contractor in full with as much supporting information as possible: Descriptions, Repair Strategies, Quantities, Units, Rates, Photos where appropriate - The contractor must ensure the reason for the variation is clearly stated (For example - unforeseen additional scope required, alternative repair strategy required etc...) and that works to be undertaken have not been previously allowed for.*

Section 1

Completed by Contractor

Reason for Submitting a Variation

Credit note:

Removed from scope as home owner has done the repairs so no work was done by CDF

Item	Description	Quantity	Unit	Rate	Amount
1	Bathroom repairs not done				-\$ 341.38
2	Rear entry repairs not done				-\$ 435.10
Total					-\$ 776.48

Section 2

Completed by Contract Supervisor

Instruction given for work to proceed

Yes ☐ No ☐

Work sighted

Yes ☒ No ☐

Notes

Name Brent AtkinsonDate 26-8-13Signature [Signature]

Section 4

Completed by Quantity Surveyor

Claimed

\$

Hub Name

Kaiapoi

Variation Total

\$

- 776.48

Hub Number

03 E 006

Tax Invoice/Payment Claim No.

Name Geraint WilliamsDate 28/08/13Signature [Signature]

Section 5

Completed by EQC Representative

Instruction given for work to proceed

Yes ☐ No ☐

Work sighted

Yes ☐ No ☐

Notes

Name Mark DeadDate 27/9/2013Signature [Signature]

APPROVED

CLM/2010/132627 - Construction Completion Inspection

Scope Meeting Record - Property Details			
Claim Number	CLM/2010/132627	Hub Zone	Kaiapoi Hub
Contractor Name	CDF National Ltd	Supervisor	Brent Atkinson
Property Address	6 WINGATE STREET, REDWOOD	Main Contact Name	SHELDON BELL
Customer name	SHELDON BELL	Customer Email	
Home Phone		Mobile Phone	
Date Started	29/08/2013 01:57:00 p.m.	Date Completed	29/08/2013 02:00:00 p.m.

Description of Works

Work carried out to contractors quote and any approved variations.

Defects

No defects

Deferred Works

No deferred works.

This is to advise that the earthquake repair work performed under this contract has been reviewed and it has been agreed that works has been completed as per EQC Assessment, Approved EQR Scope and approved Variations, excluding any minor defects or omissions.

Contractor Signature:

Grant Shivas



29/08/2013

Name

Signature

Date

Owner/Agent Signature:

Sheldon Bell



29/08/2013

Name

Signature

Date

Fletcher Construction Company Ltd - EQR

MS-SF0702



CLM/2010/132627 - Construction Completion Inspection

Brent Atkinson

A handwritten signature in black ink, appearing to read "Brent Atkinson", written over a horizontal line.

29/08/2013

Name

Signature

Date

Schedule **E4** **Defects Liability Certificate**

Contract: *CDF NATIONAL LTD / BRENT ATKINSON*

Claim Number: *CLT/2010/132627*

Location: *6 WINGATE STREET, REDWOOD*

End of Defects Liability period

The Principal is required to issue a Defects Liability Certificate. The NBC SW Standard Conditions rule 13.1 states that:

The Principal must certify to the Contractor when in relation to the Contract Works or a Separate Section of them:

- (a) the Defects Liability Period has ended; and
- (b) the Contractor has completed all minor omissions and corrected all minor defects referred to in rule 12.1; and
- (c) the Contractor has completed agreed deferred work.

This Certificate

This is to certify that in accordance with rule 13.1, the above named Contract Works the Defects Liability Period has ended, all deferred work has been completed and all defects have been corrected

The issuing of this certificate does not affect the Contractor's liability to fulfil any obligation in the Contract which remains unperformed or not properly performed.

The Principal has used all reasonable care and skill in the preparation of this Certificate

The certificate cannot be relied on for any other purpose.

Signed by/date:



16-12-13
(Date signed)

Contractor Producer Statement for Construction

Contract: 2010/132627
Location: 6 Wingate St
Issued by
Person: Grant Shives
(Duly authorised representative)
Company: CDF National Ltd
(Contractor)
Issued to S. Bell
Principal: Fletcher EQR as duly authorised agent of the Earthquake Commission of New Zealand.

The Contractor has contracted to the Principal to carry out and complete certain building works in accordance with the above named Contract.

I, a duly authorised representative of the Contractor, believe on reasonable grounds, that the Contractor has completed the Contract Works as particularly described below.

This Producer Statement will be relied upon to confirm that the Contract Works, which is the subject of this Contract, has been performed in compliance with the NZ Building Code and where the Works is the subject of a Building Consent, in compliance with the Consent and duly authorised associated amendments.

Particular of Works:

All work done onsite as per EQC scope of works supplied to us exclusively the bathroom and re entry as H.O. has done

Signed by: [Signature] Grant Shives Date: 27/8/13
Qualification: Manager
Address: 38 Acheron Drive

CONTRACTORS FINAL ACCOUNT AGREEMENT



Hub	Kaiapoi Hub	Company	CDF National Ltd
Claim no	CLM2010/132627	Address	38 Acheron Drive. CHCH
Customer Name	S Bell	Phone	03 3481348
Site Address	6 Wingate Street	Mobile	0212451105
EQR Contracts Supervisor	Brent Atkinson	Accreditation No	EQRC0098
Date	27/08/2013	GST	094-245-273

(a)	Original Contract Value	\$ 17,803.90
(b)	Variations	-\$ 776.48

Final Contract Value	\$ 17,027.42
Less Previous Payments	\$ 0.00

Amount for Final payment	\$ 17,027.42
--------------------------	--------------

We hereby confirm that this statement represents the full and Final Contract Value and amount outstanding for all matters relating to this subcontract.

Start Date: 29/07/2013

Finish Date: 27/08/2013

Signature of contractor:

Date: 27/08/2013

Signature of supervisor:

Date: _____

Signature of quantity surveyor:

Date: 05/09/13

DS Ahpene daniel@djahpenebuilders.co.nz

Please advise owners to call 0800-Damage to lodge a new claim and use this number for assigning works.

NEW EVENT URGENT WORK

Assessment Report (Circle Option)

Hub	Bishopdale	Works Order Number	
Claim No.	2012/037889	Suburb	
Previous Claim No.	2011/	Supervisor	Philip Glover
Owners Name	Victoria Watson	Report Date	
Contact Number		Assigned Contractor	
Address	6 Wingate St	Contractors Contact & Number	
Source of Query		Work Start Date	
		Work Finish Date	
Category		Notes	
P.M.O Status	N/A		
Local Hub contacted	Yes	No	
Safe	Yes	No	
Secure	Yes	No	
Weather tight	Yes	No	
Sanitary	Yes	No	
Chimney work	Yes	No	
Danger to neighbouring	Yes	No	
Winter heating claim	Yes	No	
Special Needs	Elderly	Medical	Young Family Stressed Other
Structural report required	Yes	No	
Building consent required	Yes	No	
Land Issues? Liquefaction	Yes	No	
Rates for labour and material as per ShortForm Agreement			
Description of Damage and Associated Repair Strategy	Cracked bedroom window - Sept eg		
	Please inspect and repair.		
Notes:			

COMPLETION REPORT (Circle Option)

Peace of mind issues	Yes	No	
Emergency Works Complete?	Yes	No	
HOMEOWNER COMMENTS			

SIGN OFF

	Signature	Name	Date
Owner/Tenant Name			
Supervisor Name			



CR. P. Glover
1/5/12. — Supervisor

Invoice



24 Tennyson Street
Beckenham
Christchurch, 8023
LBP: BP101625
CBANZ: CA03074
EQR Accreditation No: EQRC0133
Ph: 021 976 939 or (03) 3899684
daniel@djahpenebuilders.co.nz

Invoice Date: 30th April 2012

Job Completed: 24th April 2012

Invoice No: 00570

GST No: 103-626-110

ENTERED

Invoice

Name of Client: Victoria Watson

Place of Construction: 6 Wingate Street, Christchurch

EQC Claim Number: CLM/2012/037889

WORKS ORDER NO: 04751

Description

Repaired broken window in bedroom.

Materials

– Glazier = \$207.56

Total = \$207.56

Total + Builders Margin (7.5%) = \$223.12 (+GST)

Labour

– 1 hour Admin @ \$45.00 = \$45.00

Total = \$45.00 (+GST)

Hub # 13 Bishopdale	
E015	
Received	2/5/12
Entered	3/5/12
Certified	3/5/12

Cost of Works

Total Price Exc. GST: \$268.12

GST Amount: \$40.21

Total Price Inc. GST: \$308.33

On Spreadsheet

Supervisor - On Top

Payment Details

Please note that payment of this invoice is due within 14 days of the invoice date.

Invoice

TO PAY DIRECTLY

D J Ahpene Builders Ltd

National Bank of New Zealand

06-0879-0141401-00

LAND DOCUMENTS

The following information contains documents relating to the land assessments that were either cash settled or declined:

The attached land document(s) help NHC Toka Tū Ake identify information that may be relevant to its assessment of your residential land claims. They are not intended to form a complete technical report on land damage to your land. The land information, including valuations, repair costs and estimates, do not necessarily reflect the final land settlement received

Scope of Works

EQC

Completed by: JOHN DEIGNAN

SHELDON BELL
6 WINGATE STREET
REDWOOD
CHRISTCHURCH

Date: 25/02/13
dd / mm / yy

Page: 1 of

Description: **Damage to Land**

Repair Strategy: Removal and/or import materials and labour to repair land

8.8 m²

Description – Removal of Debris/Minor Works	Units	Length	Breadth	Depth	Quantity	Rate	Cost
Transporter- machine	each					\$160	
Machine Hire	hrs					\$110	
Truck Hire	hrs					\$100	
Labour	hrs					\$45	
Contaminated Spoil Removal	m ³					\$100	
Spoil Removal/Tip Fees (clean)	m ³					\$20	
Skip (4m ³)	each					\$190	
Materials	each						

NB A Small/Minor Works cost may only be applied when there is only land repair to the site/property; a total area of damage under 15m²; no further works required

small job fee

\$ 250

Description - Supply and level hard fill	Units	Length	Breadth	Depth	Quantity	Rate	Cost
Land Under Residential Buildings (Type 'A') – Supply and level hard fill	m ²					\$12	
Land Under Access way (Type 'B') – Supply and level hard fill	m ²					\$12	
Land Under Pavers/Patio/Concrete (Type 'C') – Supply and level hard fill	m ²	2.5	1.0	100	2.5m ²	\$12	\$ 30
Undulating Lawn Areas (Type 'C') – Level and Seed	m ²	4.5	1.4	100	6.3m ²	\$10	\$ 63
Lateral Spread Cracks under 10mm but greater than 5mm	Lm					\$25	
Lateral Spread Cracks greater than 10mm	Lm					\$90	

* Unit categories to be used as follows:

Each, Sheet, Kilogram, Linear metre, Square metre, Cubic metre, Per hour, Per day, Per week.

Cubic metre calculations must include length, breadth and depth figures.

Square metre calculations must include length and breadth figures.

Sub-total \$ 343

P&G, Margin & GST (Figure x 1.3662) \$ 125.60

Total \$ 468.60

CHECKED



V1.33, FEB 2013

Inspection Summary

EQC

Completed by: Ken O'Leary

Stick Claim File Label here

Date: 25/02/13
dd / mm / yy

Page: 1 of 1

Time arrived at site: 1:30Time left site: 2:15Was an inspection carried out? ☒ Yes ☐ NoCustomer present: ☐ Yes ☒ NoCustomer Name: Phoned Customer & received permission to inspect.Access denied ☐ Loose dogs ☐ Other ☐ If other, please provide reasonIf No inspection carried out, why not? ☐ ☐ ☐

Where an inspection has been conducted:

Yes No

Notes

- Any land damage under the main access way or other hard surfaces? ☐ Yes ☒ No- Were any bridges or culverts damaged within EQC Cover? ☐ Yes ☒ No- Were any retaining walls damaged within EQC Cover? ☐ Yes ☒ No- Is an engineer required? ☐ Yes ☒ No- Is a valuation required? ☐ Yes ☒ No- Is a resource consent required for any remediation work? (proximity to protected trees and waterways) ☐ Yes ☒ No- Has anything in this pack been escalated? ☐ Yes ☒ No- Customer has advised of invoices for emergency work? ☐ Yes ☒ No- Customer advised of next action? ☒ Yes ☐ No- Was any silt found under the dwelling? ☐ Yes ☒ No

- If there was nil damage, why was that?

Building removed ☐Building repairs have fixed ☐No visible damage ☐

- If a potential or actual 8/9 property, was the dwelling present?

Building removed ☐Building present ☐

Land Damage to Area A? If Yes, add details

Yes ☐ No ☒

Land Damage to Area B? If Yes, add details

Yes ☐ No ☒

Land Damage to Area C? If Yes, add details

Yes ☒ No ☐2 areas of undulation.Total m² of Damaged Land: 8-8 m²Notional Land Damage Value @\$300/m² (Incl GST):\$ 2640Completed full inspection and found 2 areas of undulation, as shown attached.As claim does not meet excess re: to Settlement to close claim

Next action

Refer to Settlement to close claim.

V1.32, FEB 2013

CHECKED
MB



EARTHQUAKE COMMISSION

Kōmihana Rūwhenua

Land Assessment – Legend Sheet

Complex Flat Land Claims

Claim N°: 2010/132627

Claimant: Sheldon Bell

Date: 25/2/13

Situation of Loss: 6 Wrayke St, Redwood

Author: Len O'Leary

Item N°	Description/Construction	Length	Height/ Width	Depth	Damage	Damaged Area	Evacuated m ²	Inundated m ²	Debris m ³	Access	
										E	D
C1	Lawn	4.5	1.4	-100	Underlying land	6.3	6.3	-	-	E	
C2	Concrete path	2.5	1.0	-100	Underlying land	2.5	2.5	-	-	E	
						8.8					



CHECKED



6 wingate street, redwood

The Additional Documents



Kristian Danholt

021 544 934
kristian.danholt@arizto.co.nz

Arizto Ltd. Licensed REAA 2008



- ✓ \$12,500 ^{+GST} Flat Fee*
- ✓ No Upfront Costs
- ✓ No Sale, No Fee

*T&C's Apply

Asbestos Refurbishment Survey Report

Property address: 6 Wingate Street, Redwood, Christchurch, 8051
Job reference: S-06010
Client: Homehub
Client order ref: HH-8488-32975
Inspection date: 16 May 2025
Buildings included: 6 Wingate Street
Report date: 24 May 2025
Report version: 1.0
Site inspected by: Elijah Austen - LAA23030057
Report prepared by: Nicola Robertson – BOHS IP402, IP404
Report authorised by: Alexandra Dalzell
BSc (Hons) Biochemistry / MSc Forensic Science
WorkSafe Licensed Assessor No: AA19020175

Table of Contents

1.0 Executive Summary	3
2.0 Report Details	4
3.0 Introduction	4
3.1 Background	4
3.2 Areas surveyed	4
4.0 Survey Scope	5
4.1 Scope of work provided by the client	5
5.0 Survey and Sampling Methods	5
5.1 Visual Assessment	5
5.2 Sampling	5
6.0 Summary of Asbestos Locations	6
6.1 Table identifying the locations where asbestos was found	6
7.0 Duties of a PCBU under the Health and Safety at Work (Asbestos) Regulations	6
8.0 Recommendations	7
8.1 Recommendations for any work being undertaken on ACMs	7
9.0 Disclaimer and Conditions	8
10.0 Glossary of Terms & Abbreviations	9
Appendix A - Building Register	11
Appendix B - Detail of areas sampled	12
Appendix C – Drawings	13
Appendix D – Laboratory Certificates	14

1.0 Executive Summary

Forensic Specialists Ltd conducted an 'Asbestos Refurbishment Survey' on 16 May 2025 at 6 Wingate Street, Redwood, Christchurch, 8051. The survey and sampling procedures used for this process are in accordance with the 'Good Practice Guidelines, Conducting Asbestos Surveys' WorkSafe (2016) and 'The Survey Guide HSG264 (2012)'.

The aim of the survey was to identify asbestos containing materials (ACMs) likely to be affected by the refurbishment work being proposed in the scope of work provided by the client. The findings and recommendations in this report are based on the condition of the property and results of the samples taken by Forensic Specialist on the date the survey was completed.

NO materials / products at 6 Wingate Street, Redwood, Christchurch have been found to contain asbestos.

Based on the survey completed and the sample results it is recommended:

- a) If the scope of the refurbishment work provided in this report changes this report should be altered to reflect the additional work being undertaken;
- b) Anyone working on / in the buildings undertaking the refurbishment work should be provided a copy of this report;
- c) Any materials identified during the refurbishment work that are not included in this report that may contain asbestos should be tested and / or disposed of as hazardous waste;

For the remainder of the recommendations please read 'Section 8.0 Recommendations'.

This report is to be read in its entirety to ensure a complete understanding of the surveying, sampling, and reporting process is understood.

Thank you for using Forensic Specialists Ltd, please do not hesitate to contact us if you have any questions or concerns.

Kind regards

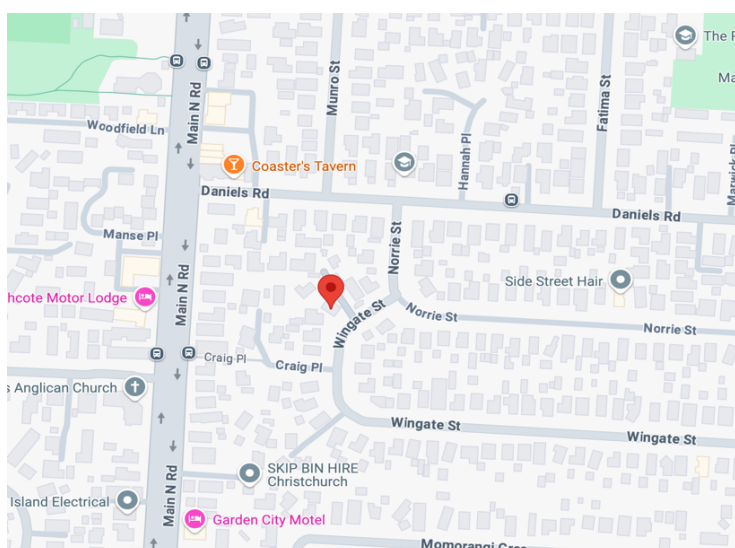


Alexandra Dalzell - Director

BSc (Hons) Biochemistry / MSc Forensic Science
WorkSafe Licensed Assessor No: AA19020175

2.0 Report Details

Job reference	S-06010
Client	Homehub
Client address	8 Arrenway Drive, Rosedale, Auckland, 0632
Client order reference	HH-8488-32975
Site address	6 Wingate Street, Redwood, Christchurch, 8051
Property use	Residential
Report commissioned by	Janine Pugh
Survey type	Asbestos Refurbishment Survey
Survey undertaken by	Elijah Austen - LAA23030057
Survey completed on	16 May 2025



3.0 Introduction

3.1 Background

An Asbestos Refurbishment Survey was carried out at the property by Forensic Specialists Ltd at the request of Homehub.

Asbestos refurbishment surveys are carried out to identify where the asbestos containing materials are in/on a building that is being refurbished. ACMs that maybe disturbed or removed during the work are required to be identified prior to any work being undertaken ensuring that they can be managed and/or disposed of appropriately during the work.

3.2 Areas surveyed

The areas as per the Scope of Works at 6 Wingate Street, Redwood, Christchurch were surveyed.

4.0 Survey Scope

The aim of the survey was to:

- a) Locate as far as reasonably practicable the presence and extent of suspected ACM's. Samples will only be taken from products that are suspected to contain asbestos. The survey was an invasive survey, all practical steps were taken to identify asbestos that maybe disturbed during the planned refurbishment work of the building/s on this property;
- b) Produce a register detailing the extent, type of asbestos prior to the proposed works being undertaken within the property;
- c) Provide recommendations and advise the PCBU of the management and / or removal of ACMs during the proposed work.

4.1 Scope of work provided by the client

Forensic Specialists Ltd have completed the survey based on the understanding the client is intending to remove and replace the flooring in the bathroom and laundry.

5.0 Survey and Sampling Methods

The findings and recommendations in this report are based on the condition of the property and samples taken during the survey. Surveyors undertaking surveys on behalf of Forensic Specialists Ltd are all trained and qualified.

While the survey attempted to locate the asbestos containing materials at the property, it is possible that asbestos materials, which may be concealed within inaccessible areas/voids, may not have been located during the survey.

The methodology for assessment of identifying ACMs includes the following:

5.1 Visual Assessment

A visual assessment is completed at the property by the surveyor.

Products / materials that are **known to be ACMs** (Roofing, AIBs, sprayed coatings) can be visually identified without sampling as containing asbestos. However, it is recommended to take samples as the production process of some products can be altered over time.

Products / materials that are **known NOT TO be ACMs** (GIB linings, metal roofing, plastic downpipes or products made after 2016) can be visually identified without sampling as not containing asbestos.

5.2 Sampling

Samples were taken from all materials that required confirmation that they were ACMs and / or to confirm the type of asbestos they contained. Samples were taken in accordance 'WorkSafe Good Practice Guidelines Conducting Asbestos Surveys, October 2016'. All samples were tested by an IANZ accredited laboratory.

Refer to APPENDIX B for the Sampling Results & APPENDIX D for the Laboratory Certification.

6.0 Summary of Asbestos Locations

Surveying and sampling are used to categorise products into the following three categories:

All products / materials identified as ACMs if removed need to be disposed of as hazardous waste by a qualified contractor.

All products / materials / areas marked 'PRESUMED' should be treated as hazardous until otherwise identified.

Any items sampled and tested that have been found not to contain asbestos are identified as NADs.

The table below provides a summary of the Positive ACMs identified during the survey and sampling.

(APPENDIX A & B provides the complete Asbestos Building Register and sampling details)

6.1 Table identifying the locations where asbestos was found

Building Name	Level	Location	Item	Material	Sample #	Class A/B	Asbestos Type
No asbestos containing materials / products were identified in the area where the refurbishment work is to be undertaken							

7.0 Duties of a PCBU under the Health and Safety at Work (Asbestos) Regulations

In accordance with the Health and Safety at Work (Asbestos) Regulations 2016 (HSAW) PCBUs have a duty to identify and manage Asbestos in a property to keep people safe.

The HSAW places the following duties on PCBUs:

- Duty to ensure asbestos identified at workplace
- Duty to analyse samples
- Duty to ensure presence and location of asbestos indicated
- Duty to prepare asbestos management plan
- Duty to review asbestos management plan
- Duty to provide health monitoring
- Duty to ensure that appropriate health monitoring is provided
- Duty to train workers about asbestos
- Duty to limit use of equipment on asbestos or ACM

To access the complete set of NZ regulations in the Health and Safety at Work (Asbestos) Regulations 2016 use the following link:

<http://www.legislation.govt.nz/regulation/public/2016/0015/latest/DLM6729802.html>

8.0 Recommendations

Based on the survey completed and the sample test results it is recommended:

- a) If the scope of the refurbishment work provided in this report changes this report should be altered to reflect the additional work being undertaken;
- b) Anyone working on / in the buildings undertaking the refurbishment work should be provided a copy of this report;
- c) Any materials identified during the refurbishment work that are not included in this report that may contain asbestos should be tested and / or disposed of as hazardous waste;

8.1 Recommendations for any work being undertaken on ACMs

- a) A suitably qualified contractor is engaged to undertake any work on:
 - I. Class A ACMs
 - II. Class B ACMs over 10m²
- b) An independent consultant is engaged to provide monitoring and clearance certificates for any asbestos removal work that maybe undertaken during the refurbishment work;
- c) Appropriate H&S measures are put in place while the ACM removal work is completed (e.g. air monitoring, clearance inspections etc);
- d) A copy of the ARCP (Asbestos Removal Control Plan) and the WorkSafe notification is provided prior to any work being undertaken;
- e) After any ACM work is completed, it is recommended the client receives a copy of all clearance certificates issued and waste management documentation.

PCBUs have a statutory duty of care to ensure occupants, visitors and contractors are kept safe from asbestos that are in buildings. ACMs have been identified at the property in accordance with the Health and Safety at Work (Asbestos) Regulations 2016.

This report should only be used for the purpose it was written for as an 'Asbestos Refurbishment Survey Report' and not demolition work.

9.0 Disclaimer and Conditions

Forensic Specialists Ltd have taken every feasible action to ensure that the quality and integrity of this report is accurate. However Forensic Specialists Ltd makes no warranty that the assessment services will categorically detect all products/materials containing asbestos on the basis that:

- a) Samples were only taken from the materials / products suspected to contain asbestos or as requested by the client;
- b) The areas surveyed and sampled are representative of the condition of the property on the dates when the survey/s was completed. Any changes or alterations to the property after this date the sample/s are not recognised in this report;
- c) Only locations and products / materials documented in this report were considered and assessed during the survey;
- d) Only surface areas that can be visually identified will be recorded in this report. Any hidden, concealed, disguised ACMs within the fabric of the building will not be reported on;
- e) Forensic Specialists Ltd does not guarantee to locate all ACMs as some products / materials may only be identified during refurbishment or demolition,
- f) Forensic Specialists Ltd engagement to complete a survey, take samples and provide this report for the property was limited to ACMs only. The property may contain other hazardous substances that have not been identified and reported.
- g) This report is based on visual examination and sample testing only. Forensic Specialists Ltd are not responsible for searching or inspecting council records, plans or other documents.
- h) All measurements detailing the extent of products / materials in this report as estimates only.
- i) This report does not include investigations into land contamination associated with asbestos or other contaminants.
- j) Forensic Specialists Ltd does not guarantee the validity of information included in this report that may have been provided by other parties;
- k) If this report is not used for the purpose it was written for Forensic Specialists Ltd accepts no responsibility or liability.

Forensic Specialists Ltd will not be responsible if this report is used for in a manner it was not intended for. To the extent permitted by law, Forensic Specialists Ltd excludes liability (where possible) for loss or damage of any kind (arising directly or indirectly from surveying and sampling services) and if Forensic Specialists Ltd cannot rely on any exclusion, its liability shall in all cases be limited to a refund of the fee paid for the services giving rise to such claim.

Forensic Specialists Ltd certifies:

- a) It has no direct or indirect association with any Removal/Remediation companies;
- b) It holds Public Liability Insurance of \$5,000,000.00;
- c) It holds Statutory Liability Insurance of \$1,000,000.00;
- d) It holds Professional Environmental Liability Insurance of \$5,000,000.00.

10.0 Glossary of Terms & Abbreviations

Definitions, terms, abbreviations, and acronyms that may be found in this report:

A-Class	'Friable' asbestos
AC	Asbestos Cement
ACD	Asbestos Contaminated Dust
ACMS	Asbestos Containing Materials - means any material or thing that, as part of its composition, contains asbestos, including dust or debris
ACOP	Asbestos Code of Practice
ARCP	Asbestos Removal Control Procedures
AIB	Asbestos Insulating Board
B Class	'Non-friable' bonded asbestos, normally mixed and sealed into products
CAF	Compressed Asbestos Fibers (gaskets)
Clearance Certificates	A legal document given by the Asbestos Assessor to the PCBU after Asbestos Removal works has been undertaken
Demolition Survey	A demolition survey is required before any demolition / removal work is carried out. This type of survey is used to locate and describe, as far as reasonably practicable, all ACMs affected by the works prior to it commencing.
Friable ACM	Asbestos that's in a powder form is able to be crumbled, pulverised, or reduced to a powder by hand pressure when dry. While all asbestos has the potential to become airborne, friable is more likely to become airborne.
NAD	No Asbestos Detected
Non-Friable ACM	Asbestos that's not in a powder or cannot be crumbled, pulverised, or reduced to a powder by hand pressure when dry. It is usually in a bonded form, such as asbestos cement sheet in good condition.
Management Survey	A management surveys' purpose is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation, and to assess their condition.
Management Plan	An asbestos management plan sets out where any identified asbestos or asbestos-containing material is present, and how it will be managed. The workplace PCBU must make sure a copy of the asbestos management plan is readily accessible to workers and their representatives, as well as to other PCBUs.
Material Assessment	An assessment that assesses the potential for fibre release for each ACM and then a priority scoring for action is calculated as part of the plan for managing asbestos
PCBU	Person Conducting a Business or Undertaking – i. Whether the person conducts a business or undertaking alone or with others; and ii. Whether or not the business or undertaking is conducted for profit or gain.
Refurbishment Survey	A refurbishment survey is required before any refurbishment work is carried out. This type of survey is used to locate and describe, as far as reasonably practicable, all ACMs in the area where the refurbishment work will take place.
Waste documentation	Any removal work of ACMs is required to be carried out by contractors holding the appropriate licenses and a copy of all tipping documentation, air monitoring (if required) and clearance certificates should be issued to the client.
WorkSafe Notification	Complete form to notify WorkSafe New Zealand of upcoming licensed asbestos removal work, as required by the Health and Safety at Work (Asbestos) Regulations 2016 regulation 34. Notification must be given to WorkSafe at least 5 days before work commences.

Asbestos Types

Chrysotile	White Asbestos
Amosite	Brown Asbestos
Crocidolite	Blue Asbestos
Tremolite	Fibrous forms of these minerals may be found very occasionally during sample analysis and should be considered as hazardous as Amosite and Crocidolite.
Anthophyllite	
Actinolite	

Appendix A - Building Register

Asbestos POSITIVE

Asbestos PRESUMED

Asbestos NEGATIVE

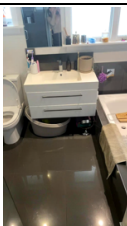
6 Wingate Street

Exterior	Interior
NA	Ceiling- Plasterboard Painted Walls- Plasterboard Painted Flooring- Ceramic Tiles, Cement Sheet, Timber

Sample summaries refer to Appendix B for detailed sampling information (NOTE: All measurements are estimates only)

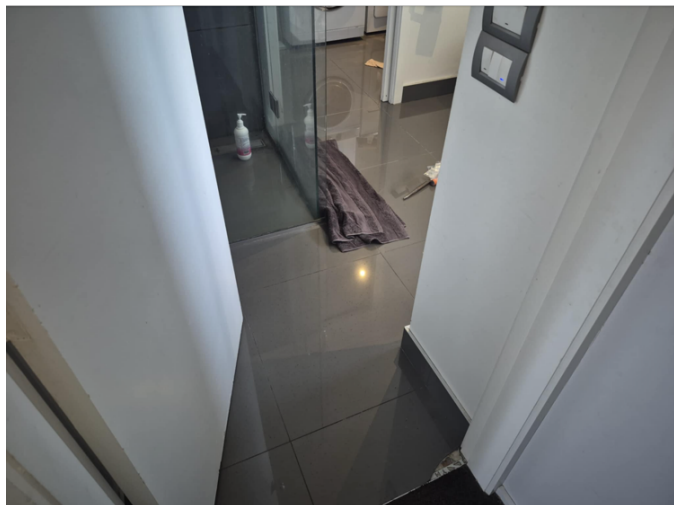
6 Wingate Street									
Level	Location	Item	Extent	Material	Sample #	Recommendation	Asbestos Type	CLASS A/B	Comments
0	Bathroom / Laundry	Flooring	6 m ²	Cement sheet	001	No further action required	NAD	N/A	Ceramic tile on non-suspect cement sheet, Timber Base there was no easy place to check in the laundry without making a mess of the tiles. Owner said works weren't due to start for a while so didn't want to leave the laundry with broken tiles. Visually the same as the bathroom.
0	Bathroom / Laundry	Flooring	6 m ²	Debris	002	No further action required	NAD	N/A	Ceramic tile on non-suspect cement sheet, Timber Base (residue sampled)

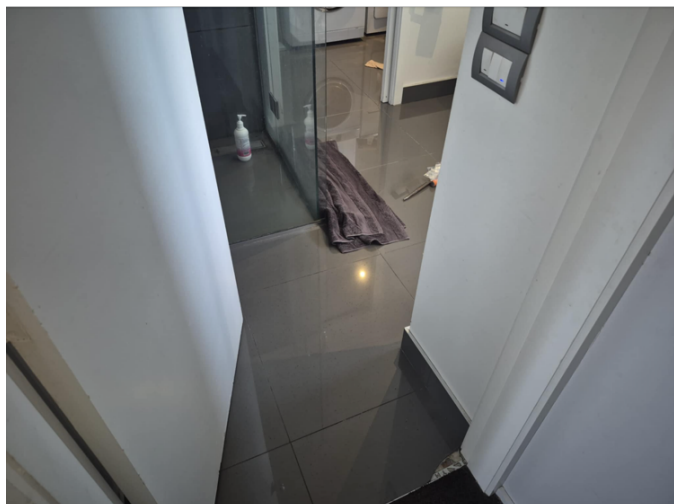
Photo storyboard

						
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Appendix B - Detail of areas sampled

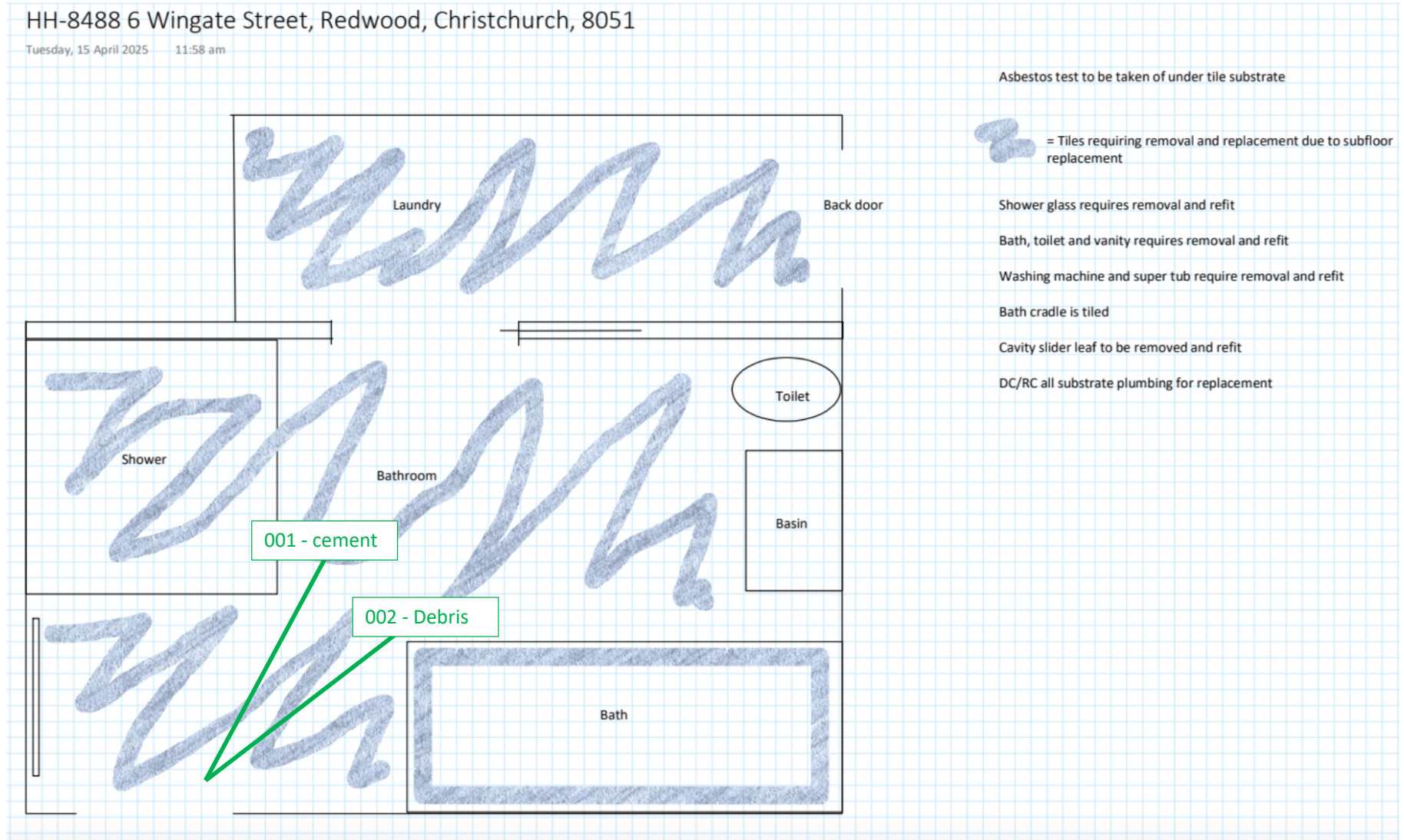
(NOTE: All measurements are estimates only)

Sample Number	Sampled 001				
Building	6 Wingate Street	Location	Bathroom / Laundry	Item	Flooring
Level	0	Material	Cement sheet	Asbestos Type	NAD
Main Photo			Close Up Photo		
					
Condition: N/A			Extent: 6 m ²		
Recommendation	No further action required				
Comments	Ceramic tile on non-suspect cement sheet, Timber Base there was no easy place to check in the laundry without making a mess of the tiles. Owner said works weren't due to start for a while so didn't want to leave the laundry with broken tiles. Visually the same as the bathroom.				

Sample Number	Sampled 002				
Building	6 Wingate Street	Location	Bathroom / Laundry	Item	Flooring
Level	0	Material	Debris	Asbestos Type	NAD
Main Photo			Close Up Photo		
					
Condition: N/A			Extent: 6 m ²		
Recommendation	No further action required				
Comments	Ceramic tile on non-suspect cement sheet, Timber Base (residue sampled)				

Appendix C – Drawings

Not to scale



Appendix D – Laboratory Certificates

Verum Group

DETERMINATION OF ASBESTOS

Sampled Address: 6 Wingate Street

Sampling Date: 16/05/2025

Verum Group Ref: A25/8588-1

Applicant: Forensic Specialists Ltd

Report Date: 16/05/2025

RESULTS on samples as received:

Sample #	Sample Source	Sample Description	Asbestos Fibres	Other Fibres
A25/8588-01	S-06010-001 Bathroom/laundry tile underlay	Cement board (~3.0g)	No asbestos fibres detected	SMF
A25/8588-02	S-06010-002 Bathroom/laundry substrate	Residue (~1.0g)	No asbestos fibres detected	SMF

Samples were analysed according to AS4964 - 2004 including the use of polarised light microscopy and dispersion staining.

Any **chrysotile** (white asbestos), **amosite** (brown asbestos) or **crocidolite** (blue asbestos) found will be indicated in the report. The presence of **organic** fibres (eg vegetable matter or nylon) or **SMF** (synthetic mineral fibres, eg glass fibre) will also be noted. Other fibres are not conclusively identifiable without additional analysis and will be indicated on the report as **UMF** (Mineral fibres of unknown type). The fibres may or may not be asbestos. The reporting limit is 0.1g/kg.

Disclaimer: Samples of single materials are required for analysis wherever possible. Where composite materials are submitted for analysis the sample must adequately reflect the material to be analysed and must be accompanied by an appropriate description.




Reported By: Mike Young
National Laboratory Manager

This report must not be quoted except in full.

97 Nazareth Ave., Middleton, PO Box 29-415 Christchurch 8024.

1 of 1

Tel (03) 341 2120

Verum Group

DETERMINATION OF ASBESTOS

Sampled Address: 6 Wingate Street

Sampling Date: 16/05/2025

Verum Group Ref: A25/8588-1

Applicant: Forensic Specialists Ltd

Report Date: 16/05/2025

RESULTS on samples as received:

Sample #	Sample Source	Sample Description	Asbestos Fibres	Other Fibres
A25/8588-01	S-06010-001 Bathroom tile underlay	Cement board (~3.0g)	No asbestos fibres detected	SMF
A25/8588-02	S-06010-002 Bathroom substrate	Residue (~1.0g)	No asbestos fibres detected	SMF

Samples were analysed according to AS4964 - 2004 including the use of polarised light microscropy and dispersion staining.

Any **chrysotile** (white asbestos), **amosite** (brown asbestos) or **crocidolite** (blue asbestos) found will be indicated in the report. The presence of **organic** fibres (eg vegetable matter or nylon) or **SMF** (synthetic mineral fibres, eg glass fibre) will also be noted. Other fibres are not conclusively indentifiable without additional analysis and will be indicated on the report as **UMF** (Mineral fibres of unknown type). The fibres may or may not be asbestos. The reporting limit is 0.1g/kg.

Disclaimer: Samples of single materials are required for analysis wherever possible. Where composite materials are submitted for analysis the sample must adequately reflect the material to be analysed and must be accompanied by an appropriate description.



A handwritten signature in blue ink, appearing to read "Mike Young".

Reported By: Mike Young
National Laboratory Manager

QUOTATION

bespoke
SYSTEMS

Quote No: SHW3007
Date: 8/07/2013
Quote Expiry: 7/08/2013

Bespoke Systems Ltd
Trading as Warmup Canterbury
freephone 0800 WARMUP
p 03 338 7586 f 03 338 7585

Sheldon Bell
6 Wingate Street
redwood
Christchurch

Cnr Birmingham Dr & Marylands Pl
Addington, Christchurch

PO Box 8811, Riccarton
Christchurch 8440
www.warmup.co.nz

Re: 6 Wingate Street redwood Christchurch

Area / Item	Qty	Price	Total
BATHROOM Marmox Shower 1m x 1m Channel Drain	1	\$2,175.00	\$2,175.00
Marmox Shower Tray 1m x 1m Channel Drain	1 @		
Marmox Shower Hob Upstand	2 @		
All Proof Waste Kit 80mm	1 @		
Marmox Shower Wall Linings 1.2m x 2.4m	2 @		
Marmox Niche for Shampoo Recess 380 x 300	1 @		
Waterproofing	6 @		
Materials Glue & Fixings	1 @		
Warranted Installation Service	1 @		
BATHROOM Warmup Undertile - UT800 (INCLUDING SHOWER)	1	\$600.00	\$600.00
Warmup TH115 Programmable Electronic Timer/ Thermostat (supply only)	1	\$180.00	\$180.00
Custom 10mm Glass Shower Door & Screens Installed	1	\$1,375.00	\$1,375.00
Channel Drain - New 800mm	1	\$395.00	\$395.00
Total (Exc. GST):			\$4,725.00
GST:			\$708.75
Total (Inc. GST):			\$5,433.75

1. Your Quote Reference: SHW3007		Date: 08/07/2013	Quote Expiry: 07/08/2013
2. Invoice / Receipt Details: Please correct any details that appear incorrectly on our quote as appropriate.			
Name: Sheldon Bell		Ph: 021 229 7411	
Postal Address: 6 Wingate Street redwood Christchurch			
3. Total Amount of the Quote Accepted (Inc. GST)		4. How do you want to pay?	
\$5,433.75		☐ Direct credit to our account 12-3158-0000450-00	
For Shower System installation, 50% of this total will be invoiced once the Shower Tray, Wall Linings and Waste are installed. The balance will be invoiced on completion. ALL INVOICES ARE 7-DAY INVOICES		☐ Cheque - left on site or given directly to our installers.	
5. Approximately when will your heating be required? / /			

By signing you are confirming that you have read and understood the Site Preparation and Terms and Conditions.
Please either fax (03) 338 7585 or email darren@warmup.co.nz this form to us.

6. Signed and accepted by: Name: _____ Signature: _____ Date: / /

8/07/2013

Sheldon Bell
6 Wingate Street
redwood
Christchurch

bespoke
SYSTEMS

Bespoke Systems Ltd

Trading as Warmup Canterbury
freephone 0800 WARMUP
p 03 338 7586 f 03 338 7585

Cnr Birmingham Dr & Marylands Pl
Addington, Christchurch

PO Box 8811, Riccarton
Christchurch 8440
www.warmup.co.nz

Re: 6 Wingate Street redwood Christchurch

Thank you for the opportunity to provide a quotation for you. Bespoke Systems Ltd incorporates our three major brands, Warmup Underfloor Heating, Marmox Building Products and Warmup Showers and Wet Rooms.

warmup *Underfloor Heating*

Over the past few decades our undertile and undercarpet heating have provided comfort in thousands of homes, which is why we are able to offer a lifetime guarantee*. Be assured that our heating elements conform to the strictest New Zealand and International Electrical Safety Standards.

m a r m o x *Insulation Board for Undertile Heating*

Undertile heating is a popular choice, but up to 50% of the heat can be absorbed by the floor below. The good news is that by using Marmox Insulation Board you can increase the performance of the underfloor heating system by directing the heat upwards into the room. Laid on top of existing or new floors before tiling, it provides an ideal base for cost-effective underfloor heating.

SHOWERS & BATHROOMS *Showers and Wet Rooms*

Everyone loves the appeal of a beautifully tiled wet area but no one wants leaks. Now Warmup offers you the ideal solution, with a pre-formed tray and wall lining system that won't leak or absorb moisture. The Warmup Shower Tray is available in a full range of sizes to suit all bathroom layouts. It can be easily cut to fit all designs and is perfect for new concrete slab pours or existing timber and concrete floors. We offer a complete design and installation service with a 15 year warranty.

All installation work will be carried out by our own fully trained professional installers. We also pride ourselves on providing you with a personalised service from quotation to installation.

Please Note:

- This quote must be read in conjunction with our Terms and Conditions, Quote Acceptance and any installation details as provided.
- This quote is valid for 30 days from date shown above.
- If you sign and accept our Quote Acceptance within the 30 day validity period, we are able to hold the quoted product pricing until your build/installation date. You will not be obliged to accept the full quote; we are just allowing you to accept our pricing structure in case we have any price increases.

We hope this quote meets your approval and look forward to hearing from you in the near future. Should you have any questions regarding your quote, please feel free to visit our website, www.warmup.co.nz, call 0800 WARMUP or (03) 338 7586.

Kind regards



Darren Rule
Bespoke Systems Ltd



BRANZ Appraised

Appraisal No. 484 [2018]

MAPEGUM WPS, MAPELASTIC, MAPELASTIC SMART AND MAPELASTIC AQUADEFENSE WET AREA MEMBRANES

Appraisal No. 484 (2018)

This Appraisal replaces BRANZ
Appraisal No. 484 [2012]

Amended 06 October 2022



BRANZ Appraisals

Technical Assessments of
products for building and
construction.



MBP [NZ] Ltd

Exclusive distributor of Mapei
products in New Zealand

PO Box 12 326
Penrose
Auckland

Tel: 09 921 1994

Fax: 09 921 1993

Web: www.MBPLtd.co.nz



BRANZ

BRANZ

1222 Moonshine Rd,
RD1, Porirua 5381
Private Bag 50 908
Porirua 5240,
New Zealand
Tel: 04 237 1170
branz.co.nz



Product

- 1.1 Mapegum WPS and Mapelastic AquaDefense are one-component, liquid-applied waterproofing membranes for internal applications under trafficable floor finishes.
- 1.2 Mapelastic and Mapelastic Smart are two-component liquid-applied waterproofing membranes suitable for internal applications on substrates under trafficable floor finishes.

Scope

- 2.1 Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes have been appraised for use as waterproofing membranes for the internal wet areas of buildings, within the following scope:
 - on floor substrates of concrete, flooring grade particle board, plywood, fibre cement compressed sheet and fibre cement sheet tile underlay, and on wall substrates of concrete, concrete masonry, wet area fibre cement sheet lining systems and wet area plasterboard lining systems; and,
 - when protected from physical damage by trafficable floor finishes; and,
 - where floors are designed and constructed such that deflections do not exceed 1/360th of the span.
- 2.2 The use of Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes on concrete slabs where hydrostatic or vapour pressure is present is outside the scope of this Appraisal.
- 2.3 Movement and control joints in the substrate must be carried through the membrane and trafficable floor finish. The design and construction of the substrate and movement and control joints is specific to each building, and is therefore the responsibility of the building designer and building contractor and is outside the scope of this Appraisal.
- 2.4 The trafficable floor finishes are outside the scope of this Appraisal.
- 2.5 The membranes must be installed by trained applicators, approved by MBP [NZ] Ltd, to the conditions of the Technical Data Sheet [TDS] of the products.

Building Regulations

New Zealand Building Code (NZBC)

3.1 In the opinion of BRANZ, Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes, if designed, used, installed and maintained in accordance with the statements and conditions of this Appraisal, will meet the following provisions of the NZBC:

Clause B2 DURABILITY: Performance B2.3.1 [b] 15 years and B2.3.2. Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes meet these requirements. See Paragraph 9.1.

Clause E3 INTERNAL MOISTURE: Performance E3.3.6. Interior wet area floors and walls incorporating Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes will meet this requirement. See Paragraphs 11.1-11.7.

Clause F2 HAZARDOUS BUILDING MATERIALS: Performance F2.3.1. Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes meet this requirement.

Technical Specification

4.1 Materials supplied by MBP [NZ] Ltd are as follows:

- **Mapegum WPS** - a one-part, fast drying, polymer-based, ready-to-use, liquid-applied membrane. It is supplied as a light grey-coloured paste in 5, 10 and 25 kg buckets.
- **Mapelastic** - a two-part, flexible, cementitious, liquid-applied membrane. It is supplied as a Part A powder in 24 kg multi-wall bags and a Part B liquid in 8 kg plastic containers. When dry, the membrane is grey in colour.
- **Mapelastic Smart** - a two-part, flexible, cementitious, liquid-applied membrane. It is supplied as a Part A powder in 20 kg multi-wall bags and a Part B liquid in 10 kg plastic containers. When dry, the membrane is light grey in colour.
- **Mapelastic AquaDefense** - a one-part, solvent-free, ultra-quick drying synthetic resin-based paste in water dispersion liquid-applied membrane. It is supplied as a light blue coloured paste in 15 kg drums.
- **Mapeband and Mapeband Gaskets** - a rubber-coated polyester tape for waterproofing expansion joints and sealing around drains and pipes. Available as a tape 120 mm wide in rolls 50 m long, and also in ready-made internal and external corners [90 and 270 degrees] and pipe gaskets 118 x 118 mm and 300 x 300 mm, "T" profiles 515 mm x 315 mm and cross profiles 515 x 515 mm.
- **Mapeband PE120** - a PVC fabric tape used to reinforce wall/wall and floor/wall joints. It is only used with Mapegum WPS and Mapelastic AquaDefense. Available as a tape 120 mm wide, in rolls 10 m and 50 m long, and also as preformed angles 90° and 270°.
- **Mapetex Sel** - a macro-holed non-woven fabric, used to reinforce the first and second layer of the waterproofing membranes. It is supplied as a polypropylene white fabric, in rolls 100 mm, 200 mm and 1 m wide x 25 m long.
- **Mapenet 150** - a glass fibre mesh used to reinforce the membranes. It is supplied as a blue mesh in rolls 1 m wide and 50 m long.
- **Mapeband SA** - a self-adhesive butyl rubber tape used to reinforce all joints. It is supplied as a 2 mm thick, 100 mm wide tape in rolls 25 m long.
- **Mapei Primer 3296** - an acrylic primer for absorbent surfaces. It is an opaque colour and supplied in 5 and 10 kg drums.

Handling and Storage

5.1 All materials must be stored inside, up off concrete floors, in dry conditions, out of direct sunlight and out of freezing conditions. The membrane products have a shelf life of 24 months from date of manufacture in the original unopened packaging. Once opened, the products must be used within 3 months.

Technical Literature

- 6.1 This Appraisal must be read in conjunction with:
- Mapelastic Smart, Version 2013-4-2022-gb, 2022.
 - Mapegum WPS, Version 2014-10-2020-en [IT], 2020.
 - Mapelastic, Version 331-5-2018-gb, 2018.
 - Mapelastic AquaDefense, Version 2013-11-2016-gb, 2016.
- 6.2 All aspects of design, use, installation and maintenance contained in the Technical Literature and within the scope of this Appraisal must be followed.

Design Information

General

- 7.1 Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes are for use in buildings where an impervious waterproof membrane is required to floors and walls to prevent damage to building elements and adjoining areas.
- 7.2 Mapegum WPS and Mapelastic AquaDefense are designed to be used where a one-component product is preferred.
- 7.3 The membranes must be protected from physical damage by the application of trafficable floor finishes.
- 7.4 Movement and control joints may be required depending on the shape and size of the building or room, and the floor finish specified. Design guidelines can be found in the BRANZ Good Practice Guide: Tiling.
- 7.5 Timber framing must comply with NZS 3604, or where specific engineering design is used, the framing shall be of at least equivalent stiffness to the framing provisions of NZS 3604, or comply with the serviceability criteria of AS/NZS 1170. In all cases, framing must be provided so that the maximum span of the substrate as specified by the substrate manufacturer is met and all sheet edges are fully supported. Timber framing systems supporting the substrates must be constructed such that deflections do not exceed 1/360th of the span. Where NZS 3604 is used, the allowable joist spans given in Table 7.1 shall be reduced by 20%.

Substrates

Plywood

- 8.1 Plywood must be a minimum of 17 mm thick complying with AS/NZS 2269, CD Grade Structural with sanded C face upwards and treated to H3 [CCA treated]. LOSP treated plywood must not be used.
- 8.2 The plywood must be laid with the face grain at right angles to the floor joists. The plywood must be supported with dwangs or framing with a maximum span of 400 mm in each direction, fixed with 10 g x 50 mm stainless steel countersunk head screws at 150 mm centres along the sheet edges and 200 mm through the body of the sheets.

Fibre Cement Compressed Sheet/Fibre Cement Sheet Tile Underlay

- 8.3 Fibre cement compressed sheet and tile underlay must be manufactured to comply with the requirements of AS/NZS 2908.2 and must be specified by the manufacturer as being suitable for use as a wet area substrate. Installation must be in accordance with the instructions of the manufacturer.

Particleboard

- 8.4 Particleboard must be specified for the end use in accordance with NZS 3602.

Concrete and Concrete Masonry

- 8.5 Concrete and concrete masonry substrates must be to a specific engineering design meeting the requirements of the NZBC, such as concrete construction to NZS 3101, concrete slab-on-ground to NZS 3604 or NZS 4229 and concrete masonry to NZS 4229 and NZS 4230.

Wet Area Wall Linings

- 8.6 Plasterboard wall linings must be manufactured to comply with AS/NZS 2588, and be suitable for use in internal wet areas.
- 8.7 Fibre cement sheet must be suitable for use in wet areas and comply with AS/NZS 2908.2.
- 8.8 Installation of plasterboard or fibre cement wall linings must be carried out in accordance with the instructions of the manufacturer.

Durability

Serviceable Life

- 9.1 The Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes, when subjected to normal conditions of environment and use, are expected to have a serviceable life of at least 15 years and be compatible with trafficable floor finishes with a design service life of 15–25 years.

Maintenance

- 10.1 No maintenance of the membranes will be required provided significant substrate movement does not occur and the trafficable floor finish remains intact. Regular checks must be made of the floor finish to ensure it is sound and will not allow moisture to penetrate. Any issues must be repaired immediately by repairing the floor finish.
- 10.2 In the event of damage to a membrane, the trafficable floor finish must be removed and the membrane repaired by removing the damaged portion and applying a patch with sufficient overlap over the damaged section.
- 10.3 Drainage outlets must be maintained to operate effectively, and floor finishes must be kept clean.

Internal Moisture

- 11.1 Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes are impervious to water, and when appropriately designed and installed, will avoid the likelihood of water penetrating behind linings or entering concealed spaces.
- 11.2 Surfaces must be finished with a trafficable floor finish. A means of compliance with NZBC Clause E3.3.3 and E3.3.4 is given in NZBC Acceptable Solution E3/AS1, Paragraph 3.1.1 b), 3.1.2 b) and 3.3.1 b).
- 11.3 Falls in showers and shower areas must be a minimum of 1 in 50. In unenclosed showers, falls must extend a minimum of 1,500 mm out from the shower rose. Floor wastes and drainage flanges must be provided and the floor must fall to the outlet.
- 11.4 Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes are suitable for use to contain accidental overflow to meet NZBC Clause E3.3.2. A means of compliance for overflow is given in NZBC Acceptable Solution E3/AS1, Paragraph 2.
- 11.5 The waterproofing membrane must completely cover shower bases, and for unenclosed showers it must extend a minimum of 1,500 mm out from the shower rose. Further design guidance on waterproofing wet areas, including waterproofing walls and junctions can be obtained from AS 3740, the BRANZ Good Practice Guide: Tiling, and flooring and wall lining manufacturers.
- 11.6 Where water resistant wall finishes such as prefinished sheet materials are used, they must be installed as per the NZBC requirements. They must flash over the membrane a minimum of 30 mm.
- 11.7 BRANZ recommends the entire floor be covered by a waterproof membrane for bath, shower and spa rooms where timber and plywood floors are used.

Installation Information

Installation Skill Level Requirement

- 12.1 Installation of the membranes must be completed by trained applicators approved by MBP [NZ] Ltd
- 12.2 Installation of substrates must always be carried out in accordance with the Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes Technical Literature and this Appraisal by, or under the supervision of, a Licensed Building Practitioner [LBP] with the relevant Licence Class.

Preparation of Substrates

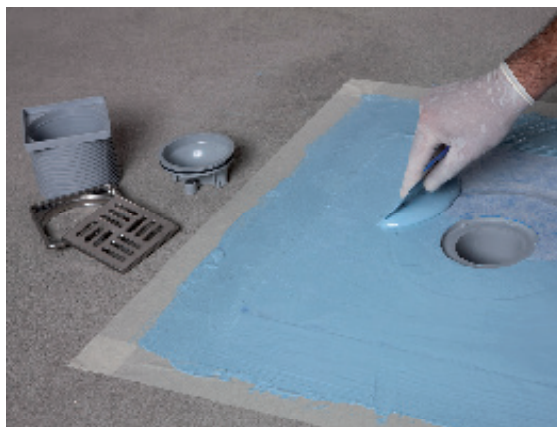
- 13.1 Substrates must be dry, clean and stable before installation commences. Surfaces must be smooth and free from nibs, sharp edges, dust, dirt or other materials such as oil, grease or concrete formwork release agents.
- 13.2 The relative humidity of concrete substrates must be 75% or less before membrane application. The concrete substrates can be checked for dryness by using a hygrometer as set out in BRANZ Bulletin No. 585.
- 13.3 All voids, cracks, holes, joints and excessively rough areas must be filled to achieve an even and uniform surface. Junctions of substrate abutments, such as at wall/floor and wall/wall junctions must have a reinforcement installed as set out in the Technical Literature.
- 13.4 Refer to the product manufacturer for correct priming requirements.

Membrane Installation

- 14.1 Installation must not be undertaken where the substrate surface temperature is below 8°C or above 35°C.
- 14.2 Mapelastic and Mapelastic Smart require the liquid and powder to be mixed and left to stand for 5 minutes before re-mixing, then applying. Mapegum WPS and Mapelastic AquaDefense must be thoroughly stirred before application.
- 14.3 The membranes must be applied in a minimum of two coats, at the rates set out in the Technical Literature. Subsequent coats must be applied in an opposite direction to the previous coat. The total finished system thickness of the Mapegum WPS and Mapelastic AquaDefense membranes must be a minimum of 1 mm and the Mapelastic and Mapelastic Smart Membranes must be a minimum of 2 mm.
- 14.4 Application can be made by roller [medium/long nap], brush [long bristle], or a notched steel trowel [finished with a flat steel trowel].
- 14.5 Reinforcement fabric or Mapeband is bedded into the wet layer between coats to provide movement protection at wall/wall and wall/floor junctions, or any other areas such as joints in the flooring substrate, floor cracks, or around penetrations in the membrane. In all other situations, reinforcement provisions as set out in this Appraisal and the Technical Literature apply.
- 14.6 Clean up may be undertaken with water.
- 14.7 For further information, refer to the Technical Literature.

Floor Finishes

- 15.1 The membranes must be fully cured before installing the trafficable floor finish. The cured membranes must be protected at all times to prevent mechanical damage, so may require temporary covers until the finishing is completed.
- 15.2 Tiling must be undertaken in accordance with AS 3958.1 and the BRANZ Good Practice Guide: Tiling. The compatibility of the tile adhesive must be confirmed with the adhesive manufacturer or MBP [NZ] Ltd.



Impregnating Drain Vertical fabric with Mapelastiq AquaDefense



Application of Mapeband to a wall-floor joint with Mapelastiq AquaDefense



Application of the first coat of Mapelastiq AquaDefense



Application of the second coat of Mapelastiq AquaDefense

Inspections

- 16.1 The Technical Literature must be referred to during the inspection of membrane installations.
- 16.2 Critical areas of inspection are:
- Construction of substrates, including crack control and installation of bond breakers and movement control joints.
 - Moisture content of the substrate prior to the application of the membrane.
 - Acceptance of the substrate by the membrane installer prior to application of the membrane.
 - Installation of the membrane to the manufacturer's instructions, particularly installation to the correct thickness and use of reinforcement.
 - Membrane curing and integrity prior to the installation of floor finish including protection from mechanical damage during curing and prior to installation.

Health and Safety

- 17.1 Safe use and handling procedures for the membranes are provided in the Technical Literature. The materials must be used in conjunction with the relevant Material Safety Data Sheet.

Basis of Appraisal

The following is a summary of the technical investigations carried out:

Tests

- 18.1 The following testing has been undertaken by various organisations:
- Mapegum WPS and Mapelastic Wet Area Membranes in accordance with; EN 14891 for initial tensile adhesion strength, tensile strength after water contact, tensile adhesion strength after heat ageing, tensile adhesion strength after contact with lime water, tensile adhesion strength after contact with chlorine water, tensile adhesion strength after freeze-thaw cycles, waterproofing and crack bridging ability; DIN 53504 for tensile strength and maximum elongation after exposure to air and water immersion [Mapegum WPS only] and; Mapei internal method for water absorption after exposure and water immersion.
 - Mapelastic Smart in accordance with EN 1502-4 for bond strength to concrete, freeze thaw, flexibility, static and dynamic crack bridging, water vapour permeability, impermeability to water and bond strength after water immersion, heat ageing, freeze-thaw and alkali ageing.
 - Mapelastic in accordance with; EN 14891 for crack bridging after 28 days exposure to air, crack bridging after 7 days exposure to air and 21 days immersion in water, adhesion to concrete surface after 28 days exposure to air, adhesion to concrete surface after 28 days exposure to air and 21 days immersion in water; DIN 52615 for resistance to water vapour transmission and; Mapei internal method for deformability under low temperatures.
 - Mapegum WPS in accordance with; EN 1384 for tensile adhesion strength after exposure and water immersion; UNI 8202/22 for water absorption after exposure and water immersion and; DIN 53505 for shore A hardness.
 - Mapelastic AquaDefense in accordance with AS/NZS 4858 Appendix A including effect of heat ageing, bleach, detergent and water on tensile and elongation, water vapour transmission to ASTM E96-92 and cyclic movement resistance requirements of AS/NZS 4858 Appendix B. Testing to ANSI 118.10-1999 including seam strength, breaking strength, dimensional stability, resistance to fungi, static head and shear strength to ceramic tile and cement mortar. Also tensile adhesion on a plywood substrate and low temperature flexibility of the membrane.
- 18.2 The above test methods and results have been reviewed by BRANZ and found to be satisfactory.
- 18.3 Testing of Mapegum WPS and Mapelastic has been undertaken by BRANZ for durability in accordance with AS/NZS 4858, Appendix A covering tensile strength and elongation after immersion in water, bleach, detergent, and after heat ageing.
- 18.4 Testing for suitability of Mapelastic over particleboard in accordance with AS/NZS 4858, Appendix C has been undertaken by BRANZ and found to be satisfactory.

Other Investigations

- 19.1 An assessment was made of the durability of the Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic AquaDefense Wet Area Membranes by BRANZ technical experts.
- 19.2 Site inspections have been carried out by BRANZ to examine the practicability of installation and to examine completed installations.
- 19.3 The Technical Literature has been examined by BRANZ and found to be satisfactory.

Quality

- 20.1 The manufacture of the membranes has not been examined by BRANZ, but details regarding the quality and composition of the materials used were obtained by BRANZ and found to be satisfactory.
- 20.2 The quality management system of the membranes manufacturer has been assessed and found to be satisfactory.
- 20.3 The quality of supply of the membrane system materials to the market is the responsibility of MBP [NZ] Ltd.
- 20.4 Quality on-site is the responsibility of the MBP [NZ] Ltd trained applicators.
- 20.5 Designers are responsible for the building design, and building contractors are responsible for the quality of installation of the framing systems and substrates.
- 20.6 Building owners are responsible for the maintenance of the trafficable floor finish in accordance with the instructions of MBP [NZ] Ltd.

Sources of Information

- AS 3958.1:2007 Guide to the installation of ceramic tiles.
- AS/NZS 1170:2002 Structural design actions.
- AS/NZS 2908.2:2000 Cellulose-cement products – Flat sheet.
- AS/NZS 2269:2012 Plywood-Structural.
- AS/NZS 4858:2004 Wet area membranes.
- BRANZ Good Practice Guide: Tiling, April 2015.
- DIN 53504 May 1994 Determination of tensile stress/strain properties of rubber.
- EN 1348: 1997/A1 Adhesives for tiles – Determination of tensile adhesion strength for cementitious adhesives.
- EN 14891 March 2003 Liquid applied waterproofing membranes for use beneath ceramic tiling – Definitions, specifications and test methods.
- NZS 3101:2006 The design of concrete structures.
- NZS 3602:2003 Timber and wood-based products for use in buildings.
- NZS 3604:2011 Timber-framed buildings.
- NZS 4229:2013 Concrete masonry buildings not requiring specific engineering design.
- NZS 4230:2004 Code of Practice for the design of masonry structures.
- UNI 8202 – 22: 1987 Building. Water proof sheets. Determination of behaviour in water.
- Ministry of Business, Innovation and Employment Record of amendments – Acceptable Solutions, Verification Methods and handbooks.
- The Building Regulations 1992.

Amendments

Amendment No. 1, dated 25 February 2021

This Appraisal has been amended to update the Appraisal holder.

Amendment No. 2, dated 06 October 2022

This Appraisal has been amended to include trafficable floors and to remove Mapelastic Turbo.



In the opinion of BRANZ, **Mapegum WPS, Mapelastic, Mapelastic Smart and Mapelastic Aquadefense Wet Area Membranes** are fit for purpose and will comply with the Building Code to the extent specified in this Appraisal provided they are used, designed, installed and maintained as set out in this Appraisal.

The Appraisal is issued only to **MBP [NZ] Ltd**, and is valid until further notice, subject to the Conditions of Appraisal.

Conditions of Appraisal

1. This Appraisal:
 - a) relates only to the product as described herein;
 - b) must be read, considered and used in full together with the Technical Literature;
 - c) does not address any Legislation, Regulations, Codes or Standards, not specifically named herein;
 - d) is copyright of BRANZ.
2. **MBP [NZ] Ltd:**
 - a) continues to have the product reviewed by BRANZ;
 - b) shall notify BRANZ of any changes in product specification or quality assurance measures prior to the product being marketed;
 - c) abides by the BRANZ Appraisals Services Terms and Conditions;
 - d) warrants that the product and the manufacturing process for the product are maintained at or above the standards, levels and quality assessed and found satisfactory by BRANZ pursuant to BRANZ's Appraisal of the product.
3. BRANZ makes no representation or warranty as to:
 - a) the nature of individual examples of, batches of, or individual installations of the product, including methods and workmanship;
 - b) the presence or absence of any patent or similar rights subsisting in the product or any other product;
 - c) any guarantee or warranty offered by **MBP [NZ] Ltd**.
4. Any reference in this Appraisal to any other publication shall be read as a reference to the version of the publication specified in this Appraisal.
5. BRANZ provides no certification, guarantee, indemnity or warranty, to **MBP [NZ] Ltd** or any third party.

For BRANZ



Chelydra Percy

Chief Executive

Date of Issue:

09 February 2018



Mapelastic AquaDefense



Ready-to-use, ultra-quick drying, flexible liquid membrane for internal and external waterproofing applications



WHERE TO USE

To form waterproofing layers before applying ceramic, stone, mosaic, welded sheet vinyl and LVT coatings in:

- balconies and terraces;
- bathrooms and shower cubicles;
- laundry rooms;
- saunas and damp environments in general.

Mapelastic AquaDefense may be applied on:

- concrete;
- cementitious screeds and screeds made using special binders (**Topcem Pronto**, **Mapecem** or **Mapecem Pronto**);
- plasterboard (for internal applications only);
- fibre cement sheeting;
- existing coatings in ceramic, terrazzo and stone;
- cementitious render.

ADVANTAGES

Mapelastic AquaDefense offers the following advantages:

- no drill or mixing tools required, supplied ready-to-use;
- **Mapelastic AquaDefense** complies with the current VOC limit requirements for the indoor pollutant/exposure to toxins credits in the relevant Green Star rating tools. See the SDS for the relevant information;

- resistant to rainwater 1 hour after applying the first coat and 3 hours after the second coat;
- tiles may be installed just 4 hours after applying the final coat (at +23°C and 50% R.H. when applied on a dry screed with less than 3% residual moisture);
- highly elastic at +23°C with 3.2 mm crack-bridging capacity without reinforcement;
- **Mapelastic AquaDefense** is certified to AS/NZS 4858:2004 and AS 4654.1-2012 as a Class III non-exposed membrane for internal and external above-ground wet areas.

TECHNICAL CHARACTERISTICS

Mapelastic AquaDefense is a solvent-free, ready-to-use ultra-quick drying, one-component light blue synthetic resin based paste in water dispersion.

Mapelastic AquaDefense is easy to apply using a long-haired roller, brush or trowel on horizontal, sloping and vertical surfaces.

Mapelastic AquaDefense dries very quickly to form a flexible membrane without a tacky surface. It is resistant to light pedestrian traffic after just 3 hours and forms an excellent grip with all types of adhesives for laying ceramic, stone material and mosaic of all kinds. The flexible nature of **Mapelastic AquaDefense** helps it withstand normal movements caused by expansion and shrinkage of the substrate due to temperature variations and vibration.

Mapelastic AquaDefense



Impregnating Drain Vertical fabric with Mapelastic AquaDefense



Application of Mapeband on a wall-floor fillet joint with Mapelastic AquaDefense



Application of the first coat of Mapelastic AquaDefense on a screed

Tiles installed on **Mapelastic AquaDefense** by using C2F-class MAPEI adhesives (such as **Keraquick Maxi S1** or **Granirapid**.) and grouted with **Ultracolor Plus** may be opened to pedestrian traffic within 12 hours of starting the work.

Mapelastic AquaDefense is resistant to water, lime-water (ph > 12), water containing chlorine and detergents commonly used for cleaning residential environments.

RECOMMENDATIONS

- Do not apply **Mapelastic AquaDefense** if the temperature is lower than +5°C.
- **Mapelastic AquaDefense** must always be covered with a suitable covering.
- Do not apply **Mapelastic AquaDefense** on substrates with a moisture content of more than 3% (surface moisture meter) or if rising damp is present. Ensure cementitious substrates are well cured.
- Do not apply **Mapelastic AquaDefense** on crumbly cementitious substrates, old floors which are not well bonded to the substrate or surface treatments which impede a good bond.
- Cracks larger than a hairline crack (<0.2 mm) must be repaired prior to waterproofing.
- Protect the surface from rain for at least 1 hour after applying the first coat and 3 hours after applying the second coat
- All timings on this TDS refer to +23°C and 50% relative humidity environment over a dry and absorbent substrate. Areas with cold climates, low ventilation, and non-absorbent substrates will lengthen these times.

APPLICATION PROCEDURE

Preparation of the substrate

Substrates must be well-cured, sound, clean, dry and free of oil, grease, cement laitance, old paint and any other substance which could compromise the bond. Cementitious substrates must be stable and dry with no rising damp. Surface dust must be completely removed.

Smoothing and levelling layers may be applied using **Planitop Fast 330** or **Adesilex P4**.

On old ceramic floors with hollowed or empty tile joints, or whenever slopes on surfaces need to be levelled out before spreading on **Mapelastic AquaDefense**, we recommend applying a smoothing and levelling layer using **Adesilex P4**. Substrates in this condition must be thoroughly checked and all coatings, such as wax, water-repellent treatments, etc. must be removed from the surface with a suitable cleaning product or by abrasion. Prime the prepared tiles with **Eco Prim Grip Plus**.

Before applying **Mapelastic AquaDefense**, pay particular attention to expansion joints and fillet joints between horizontal and vertical surfaces. In such cases, apply a product from the **Mapeband** range along with the suitable profiles bonded in place with **Mapelastic AquaDefense**.

Structural joints must be waterproofed with **Mapeband TPE** or **Mapeband Flex Roll** bonded to the substrate with **Adesilex PG4**.

APPLICATION OF THE PRODUCT

Mapelastic AquaDefense must be applied in two even coats (minimum 0.4 mm wet film thickness per coat) with a long-haired roller, brush or trowel. Wait until the first coat is dry, making sure the product becomes darker with a matt finish, before applying the second coat diagonally to the first (approximately 1 hour).

The final thickness of the two coats of **Mapelastic AquaDefense** must be at least 0.8 mm in order to create a robust, flexible and continuous film. Make sure there are no interruptions in the film caused by imperfections in the substrate.

If **Mapelastic AquaDefense** is applied on substrates with hairline or repaired cracks, it is highly recommended to insert **Mapetex 50** reinforcement into the first wet coat. **Mapetex 50** must be pressed down with a flat trowel or spiked roller into the first coat of **Mapelastic AquaDefense** while it is still fresh. Wait until the first coat is dry then apply the second coat in order to completely embed **Mapetex 50**. Drying times may increase as **Mapetex 50** insertion increases the final thickness of the applied film.

If a flood test is required, it may be carried out 12-24 hours after applying the final coat of **Mapelastic AquaDefense**. Ensure the membrane is completely dry.

Ceramic, stone and mosaic tiles may be installed 4 hours after applying the second coat using a C2-class MAPEI adhesive according to AS ISO 13007.1 standards, to be selected according to the final use of the floor or coating. For example, on balconies use **Keraflex Maxi S1** (class C2TE S1). For quickly laying tiles use **Keraquick Maxi S1** (Class C2FT S1) or **Granirapid** (Class C2F S1) and for laying all types of mosaic use **Kerabond Plus** mixed with **Isolastic 50** (Class C2T S1).

Grout tile joints with a special cementitious grout such as **Ultracolor Plus** - Class CG2 WAF, **Keracolor FF**, **Keracolor GG** (mixed with **Fugolastic**) or epoxy grout (for example **Kerapoxy**, **Kerapoxy Design** Class RG). Seal expansion joints with a special MAPEI sealant (such as **Mapesil AC** or **Mapesil LM** according to requirements).

Before laying the tiling, carefully check the surface of **Mapelastic AquaDefense** to

TECHNICAL DATA (typical values)

PRODUCT IDENTITY

Consistency:	paste
Colour:	light blue
Density (g/cm³):	1.30
pH:	9.5
Dry solids content:	66
Brookfield Viscosity (mPa·s):	45,000 (spindle 6 - 10 rpm)

APPLICATION DATA (at +23°C - 50% R.H.)

Minimum filming temperature:	+5°C
Recommended application temperature:	from +5°C to +35°C
Waiting time between first and second coat:	approximately 60 minutes (when dry to the touch)
Waiting time before laying coating:	3-4 hours
Complete drying of 1 mm (WFT) thick layer:	12 hours

FINAL PERFORMANCE

	EN 14891 acceptance range	Performance figures for Mapelastic AquaDefense
Initial bond strength EN 14891-A.6.2 (N/mm²):	> 0.5	1.7
Bond strength after immersion in water (EN 14891-A.6.3) (N/mm²):	> 0.5	> 1.0
Bond strength after application of heat source (EN 14891-A.6.5) (N/mm²):	> 0.5	> 1.8
Bond strength after freeze-thaw cycles (EN 14891-A.6.6) (N/mm²):	> 0.5	> 0.9
Bond strength after immersion in basic water (solution saturated with lime) (EN 14891-A.6.9) (N/mm²):	> 0.5	> 1.3
Bond strength after immersion in sodium hypochlorite solution (EN 14891-A.6.7) (N/mm²):	> 0.5	> 1.2
Crack-bridging ability at +23°C (EN 14891-A.8.2) (mm):	> 0.75	3.2
Crack-bridging ability at -5°C (EN 14891-A.8.3) (mm):	> 0.75	1.6
Impermeability to water under pressure (EN 14891-A.7) (1500 kPa):	no penetration	no penetration



Application by roller of Mapelastic AquaDefense second coat



Application of Mapelastic AquaDefense by brush between floor and wall before applying Mapeband



Bonding tiles on Mapelastic AquaDefense

Bond values according to EN 14891 measured using **Mapelastic AquaDefense** and a C2-type cementitious adhesive according to EN 12004

Mapelastic AquaDefense



make sure it is continuous and that there are no pin-holes or small craters. If there are such defects, apply a further thin coat where they are located.

Before applying a resilient flooring, prime with **Eco Prime T Plus** undiluted and smooth with two coats of **Planiprep SC**.

Cleaning

Mapelastic AquaDefense may be removed easily from tools and surfaces while still fresh with water.

CONSUMPTION

1 kg/m² for two coats (1.3 kg/m² per mm of thickness).

PACKAGING

15 kg rectangular buckets.

STORAGE

Mapelastic AquaDefense may be stored for up to 24 months in its original packaging in a dry place. Protect from freezing weather.

SAFETY INSTRUCTIONS FOR PREPARATION AND APPLICATION

For further and complete information about the safe use of our product please refer to the latest version of our Safety Data Sheet available from www.mapei.com.au.

PRODUCT FOR PROFESSIONAL USE.

WARNING

Although the technical details and recommendations contained in this product data sheet correspond to the best of our knowledge and experience, all the above information must, in every case, be taken as merely indicative and

subject to confirmation after long-term practical application; for this reason, anyone who intends to use the product must ensure beforehand that it is suitable for the envisaged application. In every case, the user alone is fully responsible for any consequences deriving from the use of the product.

Please refer to the current version of the **Technical Data Sheet**, available from our website www.mapei.com.au.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in force at the time of the MAPEI product installation. The most up-to-date TDS can be downloaded from our website at www.mapei.com.au. ANY ALTERATION TO THE WORDING OR REQUIREMENTS CONTAINED OR DERIVED FROM THIS TDS EXCLUDES THE RESPONSIBILITY OF MAPEI.

**All relevant references
for the product are available
upon request and from
www.mapei.com.au**

Mapei Australia Pty. Ltd

180 Viking Drive Wacol Qld 4076

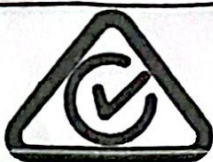
Tel. +61-7-3276 5000 - Fax. +61-7-3276 5076

Website: www.mapei.com.au - Email: sales@mapei.com.au

Manufactured in Brisbane - Australia



BUILDING THE FUTURE



ELECTRICAL CERTIFICATE OF COMPLIANCE & ELECTRICAL SAFETY CERTIFICATE

REFERENCE/CERTIFICATE ID No.: **HH8488**

This form has been designed to be used by licensed electrical workers to certify that installations or Part installations under Part 1 or Part 2 of AS/NZS 3000 are safe to be connected to the specified system of electrical supply.

Location Details:

6 Wingate st Redwood CWH

Contact Details:
(Name and address)

Lauren Armstrong 027 4344466

Name of Electrical worker:

**Power Electrical
PO Box 36763**

Registration/Practising
licence number:

E5526

Phone & email:

Christchurch 8146

Ph 356 0598 027 432 8598

Name and registration number
of person(s) supervised:

Mark Dreaver

Certificate of Compliance

Type of work:

☐ Addition

☒ Alteration

☐ New work

The prescribed electrical work is:

☐ Low risk

☐ General

☐ High-risk (Specify):

Means of compliance:

☐ Part 1 of AS/NZS 3000

☒ Part 2 of AS/NZS 3000

Additional Standards or electrical code of practice were required:

☐ No

☐ Yes (specify):

Date or range of dates that prescribed electrical work undertaken:

01-05-2026

Contains fittings that are safe to connect to a power supply?

☒ Yes

☐ No

Specify type of supply system:

MBN 230 volt

The installation has an earthing system that is correctly rated (where applicable)

☒ Yes

☐ No

Parts of the installation to which this certificate relates that are safe to connect to a power supply?

☒ All ☐ Parts (specify)

The work relies on manufacturers instructions:

☐ Yes

☒ No

If yes - identify the instruction manual including name, date and version. Also attach a copy of manufacturer's instructions to this certificate.

(Or provide reference to readily accessible electronic format, eg Internet link.)

Identify:

Link:

The work has been done in accordance with a certified design:

☐ Yes

☒ No

If yes - identify the certified design including name, date and version. Also attach a copy of the certified design to this certificate.

(Or provide reference to readily accessible electronic format, eg Internet link.)

Identify:

Link:

The work relies on a Supplier Declaration of Conformity (SDoC):

☐ Yes

☒ No

If yes - identify the SDoC including name, date and version OR EESS registration. Also attach a copy of the SDoC to this certificate.

(Or provide reference to readily accessible electronic format, eg Internet link.)

Identify:

Link:

No Part installed

The installation has been satisfactorily tested in accordance with the Electricity (Safety) Regulations 2010

☐ No ☐ Yes

Description of Work: **AMI Disconnect a Reconnect**

1 x Towel Rail 1 x GPO 1 x L+S

1 x FAN 1 x B-Heater 1 x under Floor

Bathroom only test for RCD protection

Please Note some existing cables

and connections to be checked

by qualified electrician

By signing this document I certify that the completed prescribed electrical work to which this Certificate of Compliance

applies has been done lawfully and safely, and the information in the certificate is correct.

Certifier's signature:

Date:

01-05-2026

Electrical Safety Certificate

By signing this document I certify that the installation, or part of the installation, to which this Electrical Safety Certificate applies is connected to a power supply and is safe to use.

Certifier's
name:

DM Dreaver

Certifier's
signature:

[Signature]

Certificate
Issue Date:

28-05-2026

Registration/Practising
licence number:

E5526

Connection Date:

01-05-2026

CUSTOMER COPY - THIS IS AN IMPORTANT DOCUMENT AND SHOULD BE RETAINED FOR A MINIMUM OF 7 YEARS

This Electrical Safety Certificate also confirms that the electrical work complies with the building code for the purposes of Section 19(1)(e) of the Building Act 2004.



1 June 2026

HomeHub

Attention: Michelle Baker

By email: homehub@primeeco.tech / michelle.baker@homehub.co.nz

To whom it may concern,

Record of work – HH-8488

We have completed work at 6 wingate street last year which involved the following:

Replace vanity (Client supplied)

Disconnect toilet and reconnect once flooring was completed

Shower faceplate, handle and slide rail disconnect and reconnect

Bath and tapware disconnect and reconnect

Laundry tub and washing machine disconnect and reconnect

We did not touch pipework in the wall as was not needed.

There is no sign off required for the work done by us (AJ Plumbing and Gas)

Yours faithfully,

Jake Huls
Director

QUOTATION

bespoke
SYSTEMS

Quote No: SHW3007
Date: 8/07/2013
Quote Expiry: 7/08/2013

Bespoke Systems Ltd
Trading as Warmup Canterbury
freephone 0800 WARMUP
p 03 338 7586 f 03 338 7585

Sheldon Bell
6 Wingate Street
redwood
Christchurch

Cnr Birmingham Dr & Marylands Pl
Addington, Christchurch

PO Box 8811, Riccarton
Christchurch 8440
www.warmup.co.nz

Re: 6 Wingate Street redwood Christchurch

Area / Item	Qty	Price	Total
BATHROOM Marmox Shower 1m x 1m Channel Drain	1	\$2,175.00	\$2,175.00
Marmox Shower Tray 1m x 1m Channel Drain	1 @		
Marmox Shower Hob Uprand	2 @		
All Proof Waste Kit 80mm	1 @		
Marmox Shower Wall Linings 1.2m x 2.4m	2 @		
Marmox Niche for Shampoo Recess 380 x 300	1 @		
Waterproofing	6 @		
Materials Glue & Fixings	1 @		
Warranted Installation Service	1 @		
BATHROOM Warmup Undertile - UT800 (INCLUDING SHOWER)	1	\$600.00	\$600.00
Warmup TH115 Programmable Electronic Timer/ Thermostat (supply only)	1	\$180.00	\$180.00
Custom 10mm Glass Shower Door & Screens Installed	1	\$1,375.00	\$1,375.00
Channel Drain - New 800mm	1	\$395.00	\$395.00
Total (Exc. GST):			\$4,725.00
GST:			\$708.75
Total (Inc. GST):			\$5,433.75

1. Your Quote Reference: SHW3007		Date: 08/07/2013	Quote Expiry: 07/08/2013
2. Invoice / Receipt Details: Please correct any details that appear incorrectly on our quote as appropriate.			
Name: Sheldon Bell		Ph: 021 229 7411	
Postal Address: 6 Wingate Street redwood Christchurch			
3. Total Amount of the Quote Accepted (Inc. GST)		4. How do you want to pay?	
\$5,433.75		☐ Direct credit to our account 12-3158-0000450-00	
For Shower System installation, 50% of this total will be invoiced once the Shower Tray, Wall Linings and Waste are installed. The balance will be invoiced on completion. ALL INVOICES ARE 7-DAY INVOICES		☐ Cheque - left on site or given directly to our installers.	
5. Approximately when will your heating be required? / /			

By signing you are confirming that you have read and understood the Site Preparation and Terms and Conditions.
Please either fax (03) 338 7585 or email darren@warmup.co.nz this form to us.

6. Signed and accepted by: Name: _____ Signature: _____ Date: / /

Consenting & Compliance Group

Producer statement construction (PS3)

All sections of this PS3 must be completed

Tick applicable Contractor for:

- | | | | |
|--|---|---|------------------------------------|
| ☐ Building | ☐ Emergency Lighting | ☐ Cladding | ☐ Escalator |
| ☒ Waterproof Membranes | ☐ Drainlayer | ☐ Fire Alarm | ☐ Lift |
| ☐ Mechanical (HVAC) | ☐ Solar Heating | ☐ Other (specify): | |

Author name:

Jon-Paul Ferris

Author company:

LHH 2022 Limited

Site address:

6 Wingate Street, Redwood, Christchurch

Description of building work:

Repairs to bathroom and laundry

Owners Details:

Laura Armstrong

Scope of work covered by statement:

Application of liquid based waterproof membrane to bathroom.

System/Product used (if applicable):

Mapei Aquadefence (Brnz Appraisal 485)

I (constructor): Designastyle have been engaged by
AMI Home Hub (applicant, designer, main contractor etc) ☒ part ☐ all
to construct:

As specified in the attached particulars of Building Consent Number: n/a and its attached conditions
I am satisfied on reasonable grounds that the building work specified above has been completed to the extent required by that
Building Consent and complies with the NZ Building Code.

NZBC clauses:
[select as applicable]

- | | | | | | | | | | | | |
|--|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| ☐ B1 | ☒ B2 | ☐ C1 | ☐ C2 | ☐ C3 | ☐ C4 | ☐ C5 | ☐ C6 | ☐ D1 | ☐ D2 | ☐ E1 | ☐ E2 |
| ☒ E3 | ☐ F1 | ☐ F2 | ☐ F3 | ☐ F4 | ☐ F5 | ☐ F6 | ☐ F7 | ☐ F8 | ☐ G1 | ☐ G2 | ☐ G3 |
| ☐ G4 | ☐ G5 | ☐ G6 | ☐ G7 | ☐ G8 | ☐ G9 | ☐ G10 | ☐ G11 | ☐ G12 | ☐ G13 | ☐ G14 | ☐ G15 |
| ☐ H1 | | | | | | | | | | | |

I understand that this Producer Statement, if accepted, may be relied on by the Council for the purpose of establishing compliance with the Building Consent.

Registration No: Or ☐ N/A

Qualifications/Experience:

15 years experience, licensed applicator.

Address:

Postcode:

35 Mandeville Street

Phone:

Fax:

03 348 1099

Mobile:

Email:

0275 342 915

admin@designastyle.co.nz

Signature:



Date:

28/5/26

SELL SMARTER WITH ARIZTO'S OFFERING

- ✓ A fairer \$12,500 ^{+GST} flat fee *
- ✓ Trade Me Platinum package
- ✓ Online seller's dashboard
- ✓ Marketing across NZ's top Real Estate websites
- ✓ Free professional photos
- ✓ Free 4K video
- ✓ Free property floor plan
- ✓ Free rental appraisal
- ✓ Plus much more...

"No upfront costs
No sale, no fee!"



Kristian Danholt

📞 021 544 934

✉️ kristian.danholt@arizto.co.nz

