

Pre-contract Disclosure Statement

146, Unit Titles Act 2010 and reg 33 (1), Unit Titles Regulations 2011

Sale of an Existing Unit in a Unit Title Development

Date Prepared: 7 April 2026
Unit Plan: 314856
Body Corporate name and number: Stafford House, 38-42 The Terrace, Wellington
Unit number: TERR03E (35)

Pre-contract Disclosure Statement

- (1) The following information is prescribed by section 146(2) of the Act (which requires a Pre-Contract Disclosure Statement to contain prescribed information set out in Regulation 33(1)) where the Pre-Contract Disclosure Statement is provided in relation to a sale and purchase of a unit other than an "off-the-plan" unit. The information contained in this statement is provided to the extent it is capable of being provided in relation to the unit title development:
- (a) Does the body corporate or body corporate committee have actual knowledge that any part of the unit title development has-
- (i) weathertightness issues for which a claim has been made under the Weathertight Homes Resolution Services Act 2006; **NO**;
 - (ii) weathertightness issues that have been remediated without a claim under that Act or other proceedings before a court or tribunal; **NO**;
 - (iii) weathertightness issues that have not been remediated; **NO**;
 - (iv) earthquake-prone issues; **NO**; **Please note Wellington City Council Code of compliance is issued for completed seismic upgrade to 75% NBS.**
 - (v) any other significant defects in the land (including the unit title development and the land on which it is situated) that may require remediation: **Missing CCC from the 2003 conversion from Office to apartments. Current remedial project for this is underway. A levy to pay for this work will be issued in 2026.**
- (b) If the body corporate is involved in any proceedings in any court or tribunal: **YES**; **Debt recovery processes.**

Additional Disclosure: The BCCM minutes provided in the supporting documents pack are provided in draft form and subject to approval.

- (c) The financial statements and audit reports for the previous 3 years are **ATTACHED**;
- (d) The notices and minutes of:
 - (i) general meetings the body corporate for the previous 3 years including all supporting documents are **ATTACHED**;
 - (ii) the body corporate committee (if any) for the previous 3 years including all supporting documents, are **ATTACHED**, subject to the exclusion of any information that may be redacted for the reasons specified in regulation 27A (2).
- (e) The name and contact details of the body corporate manager is as follows: - Body Corporate Administration Limited; Phone: 09 373 2336; Email: legal@bca.co.nz
- (f) The 12 – month period comprising the current financial year for the purposes of the financial statements of the body corporate is 01/04/2024 to 31/03/2025.
- (g) The total operational levies payable for the unit for the current financial year is ****\$14,263.44**. These are payable in **four** equal instalments of ****\$3,565.86** for the period of 18/03/2026 to 18/03/2027.

****** The contribution for the period of 18/03/2026 to 18/03/2027 has been estimated based on last year's contribution and is therefore subject to ratification at the AGM and could increase should the actual contribution exceed the estimation.

There is also a Marketing On-charge for October 2025 of **\$12.39** due 31/01/2026, for November & December 2025 of **\$24.78** due 02/02/2026, for January & February 2026 of **\$24.78** due 31/03/2026. The estimated Marketing On-charge for March 2026 and April 2026 is ****24.78 and will be due on **15/06/2026**.

****Marketing On-charge for the period March 2026 and April 2026 are estimated based on the previous Marketing On-Charge.**

****The due date is estimated based on the previous year's due date and is subject to change should the actual due date differ from the estimated.**

The water levy for the period 12th February to 18th June 2025 is \$97.06 due on the 20/08/2025. The water charge for the period of 18/06/2025 to 14/10/2025 is \$164.45 due on the 13/03/2026. There is Water Levy Invoice for the period of 14/10/2025 - 11/02/2026 of \$164.43 due on 20/04/2026. There is an estimated water charge of ****\$141.98** for the period of 11/02/2026 to 11/06/2026 is payable in due course.

****The estimated water charge for the period 11/02/2026 to 11/06/2026 is estimated based on the average of the previous 3 water invoices and as such is subject to change should the actual water use for the period differ from the estimated.**

The water levy for the period 19/04/2024 – 12/02/2025 has been generated on 07/04/2026 for the amount of \$542.52 due on 08/05/2026.

- (h) (i) The details of maintenance that the body corporate proposes to carry out in the unit title development in the year following the date of this disclosure statement: **This is still being determined.**
- (ii) The body corporate proposes to meet the cost of that maintenance: **By using money already in the LTM fund and raising extra money that will be required via a special levy as part of the CCC Remedial Project.**
- (i) The balances of every fund or bank account held or operated by or on behalf of the body corporate as at the date of the last financial statement being the day of 31/03/2025 are as follows: -
- | | | |
|-------|----------------------------|----------------|
| (i) | Gym Equipment Fund | \$2,746.96; |
| (ii) | Contingency Fund | \$84,340.30 |
| (iii) | Long Term Maintenance Fund | \$314,850.21 |
| (iv) | Operating Fund | \$555,008.20 |
| (v) | EQC Fund | \$1,017,169.84 |
| (vi) | Remedial Fund | \$371,066.10 |
| (vii) | Utility Fund | \$0 |
- (j) A copy of the Long-Term Maintenance Plan dated the day of 25/11/2021 is **ATTACHED: This plan will be updated at the conclusion of the CCC remedial project.**
- (k) Any proposed works under the Long Term Maintenance Plan for the unit title development to be carried out or begin within the next 3 years and the estimated costs of the works: **LTM work for 2026 not associated with the CCC Remedial projection is being worked out now by the BC and owners will be notified what work we will be undertaking before the 2026 AGM.**
- (l) The next review date for the Long Term Maintenance Plan for the unit title development is: **the date for the next review date has been extended from November 2024. Please refer to point (j).**
- (m) Any remediation reports commissioned by the body corporate within the preceding three years are **ATTACHED**. Please see the updates from the Body Corporate to the owners from 2025.
- (n) A summary of the insurance cover the body corporate maintains for the unit title development, including –
- (i) The insurer's name and contact details –
Insurance broker: Howden Group

Generally, a body corporate may arrange maintenance and upkeep of the building, the building insurance, general amenities, such as rubbish collection and gardening, etc, of common areas as agreed upon by the owners. The funding of a body corporate is by levies that are attached to each unit. Levies are collected for the general upkeep of the building and its amenities, as well as for long-term maintenance of the complex.

The long-term maintenance plan of the complex is required under the Act and its Regulations to be for a minimum period of 10 years. From 8 May 2024, the minimum period for complexes with 10 or more principal units is 30 years.

All complexes have their own particular rules for the management of the complex, known as the body corporate operational rules.

Each year, the body corporate must hold an AGM for decisions to be made about the units and the common areas of the complex. There may be further meetings during the year, depending on the nature of the complex, its structure, or any issues that it may be experiencing. Sometimes an EGM may need to be held if there is a particular reason for holding a meeting outside of an AGM. There may also be committee meetings held throughout the year.

Unit Plan:

- (ii) Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The depositing of the unit plan with Land Information New Zealand (LINZ) forms the body corporate. The unit plan is a formal record showing the boundaries of the principal units, any accessory units and common property in the development.

Ownership and Utility Interest:

- (iii) Every principal unit and every accessory unit must be assigned an ownership interest. Every proposed principal unit and every proposed accessory unit must be assigned a proposed ownership interest.

Ownership Interest:

The ownership interest or proposed ownership interest is fixed by a registered valuer on the basis of the relative value of the unit in relation to each of the other units and shown on documentation required to be lodged with the unit plan (including staged and complete unit plans).

The ownership interest is used to determine a range of matters, including, but not limited to:

- The beneficial interest of the owner of the principal unit in the common property.
- The share of the owner of the principal unit in the value of any buildings, fixtures, and other improvements in relation to leasehold land.
- The voting rights of the owner of the principal unit when a poll is requested under s 99 of the Act.

- The share of the owner of the principal unit in the underlying fee simple in the land on the cancellation of the unit plan.
- The extent of the obligation of the owner of the principal unit in respect of contributions levied by the body corporate under s 121 of the Act in respect of any capital improvement fund.
- The rights of the owner of the principal unit in relation to a distribution of any surplus money of a capital improvement fund under s 131 of the Act.
- The extent of the obligation of the owner of the principal unit for payment of ground rental under s 87 of the Act.
- The extent of the liability of the owner of the principal unit for payment of ground rental under s 87 Unit Titles Act.
- The extent of the liability of the owner of the principal unit for damages and costs under s 142 of the Act.

The proposed ownership interest for a future development unit is the total of all the proposed ownership interests of the proposed principal units and proposed accessory units in the future development unit assigned under s 38 of the Act.

The proposed ownership interest is used to determine the same range of matters described in s 38(3) of the Act, so far as they apply to an owner of a future development unit.

Subject to ss 41, 67, 69(3), and 177 of the Act no change may be made in the ownership interest of any unit after the unit plan is deposited.

Utility Interest:

Before a unit plan is deposited under ss 17(1), 21(1) or 24(2)(a) of the Act, every principal unit and every accessory unit must be assigned a utility interest.

The utility interest is the same as the ownership interest fixed under s 38(2) unless it is otherwise specified on the deposit of the unit plan or subsequently changed, and is used to calculate how much each owner contributes to the operational costs of the body corporate.

The utility interest is used to determine a range of matters including, but not limited to:

- The extent of the obligation of the owner of the principal unit in respect of the contributions levied by the body corporate under s 121 in respect of the long-term maintenance fund, the optional contingency fund, and the operating account.
- The rights of the owner of the principal unit in relation to a distribution of any surplus money in the long-term maintenance fund, the optional contingency fund, or the operating account, or personal property of the body corporate under s 131.

Body Corporate Operational Rules:

- (iv) The Unit Titles Act 2010 and the Unit Titles Regulations 2011 state that a body corporate can prescribe operational rules for the development, which are incidental rights and obligations

that apply to the unit owners and body corporate alike. Bodies corporate can amend, add to or revoke these operational rules by ordinary resolution, as long as any amendments are not inconsistent with any provision of the Act. Section 106 of the Act details further restrictions on the scope of amendments or additions to body corporate operational rules.

If a Body Corporate has adopted a bespoke set of operational rules for the development, they will be registered on the supplementary record sheet for the development. If not, then generally the default rules in Schedule 1 of the Regulations will apply.

All unit owners, occupiers and residents (including tenants) must comply with the body corporate operational rules for the complex.

Pre-settlement Disclosure:

- (v) The seller must provide their buyer with a Pre-settlement Disclosure Statement no later than the fifth working day before the settlement date. The Pre-settlement Disclosure Statement must contain the following prescribed information and a certificate given by the body corporate certifying that the information in the statement is correct. The body corporate may withhold the certificate if any debt that is due to the body corporate remains unpaid. The prescribed information is:
 - (a) the unit number; and
 - (b) the body corporate number; and
 - (c) the amount of the contribution levied by the body corporate under s. 121 of the Act in respect of the unit being sold; and
 - (d) the period covered by such contribution; and
 - (e) the manner of payment of the levy; and
 - (f) the date on or before which payment of the levy is due; and
 - (g) whether a levy, or part of a levy, due to the body corporate is unpaid and, if so, the amount of the unpaid levy; and
 - (h) whether legal proceedings have been instituted in relation to any unpaid levy; and
 - (i) whether any metered charges due to the body corporate are unpaid and, if so, the amount of unpaid metered charges; and
 - (j) whether any costs relating to repairs to building elements or infrastructure contained in the unit are unpaid and, if so, the amount of unpaid costs; and
 - (k) the rate at which interest is accruing on any money owing to the body corporate by the seller; and
 - (l) whether there are any proceedings pending against the body corporate in any court or tribunal; and

- (m) whether there are any proceedings:
 - (i) initiated by the body corporate and pending in any Court or Tribunal; or
 - (ii) intended to be initiated by the body corporate in any Court or Tribunal.
- (n) whether there is any written claim by the body corporate against a third party that is not yet to be resolved.
- (o) whether there have been any changes to the body corporate operational rules since the Pre-Contract Disclosure Statement.

There are legal consequences on the seller for failing to provide the Pre-settlement Disclosure Statement in the timeframes required by the Unit Titles Act 2010, including delay of settlement and cancellation of the contract.

Record of Title:

- (vi) A record of title was previously known as a certificate of title for a unit title development. A record of title records the ownership of a unit and contains a legal description of the unit's boundaries. It further records any legal interest registered against the title to the unit, such as a mortgage or an easement.

A copy of the record of title for the unit should come with the unit plan attached and a supplementary record sheet that records the ownership of the common property, and any legal interests against the common property and base land. It also records other information, such as the address for service of the body corporate and the body corporate operational rules. In a unit title development, the common property does not have a record of title.

Land Information Memorandum (LIM):

- (vii) A LIM is a report issued by the relevant council at request. The purchaser may request a LIM to obtain certain information, and there are fees associated with the request payable to the relevant council. A LIM provides information that the council holds about the property. This may include:

- rates information;
- information about private and public storm water and sewerage drains;
- what building consents and code compliance certificates have been issued;
- the district plan classification that relates to the land and its buildings;
- any special features of the land the council is aware of, including downhill movement, gradual sinking, rock fall, flooding etc;
- any possible contamination of the land; and
- any other information the council deems relevant/necessary.

Full details of what a local council is obliged to provide in a LIM is contained in s44A of the

Local Government Official Information and Meetings Act 1987.

Easements and Covenants:**(xiii) Easement:**

An easement is a right that is granted over a piece of land in favour of nearby land. The right may not extend as far as giving exclusive possession of the land. There are various forms of easement, and this may include common easements allowing services such as water, sewage, electricity or telephone lines and rights of way that run over defined areas of the land. An easement may apply to a unit title property and/ or to the common areas.

Covenant:

A title may record a covenant on the property. A covenant is an interest in land according to the Property Law Act 2007 and is registered on the title of a property. The intent of a covenant is to limit or restrict the owner and any future owners as to how they use the land or property. Some covenants may be private agreements between parties; others may be imposed by the council. Developers may use private covenants to control how future owners both develop and maintain the land, particularly for residential developments that are being marketed with certain characteristics.

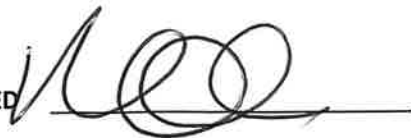
Further information about matters set out above can be obtained from:

Unit title property ownership	Ministry of Business, Innovation and Employment www.unittitles.govt.nz 0800 UNIT TITLES (0800 864 884)
Unit plan Ownership and utility interests Record of Title Easements and covenants	Land Information New Zealand www.linz.govt.nz 0800 ONLINE (0800 665 463)
Body corporate operational rules Pre-settlement disclosure statement	The body corporate of the unit title development
Land Information Memorandum	Your local council

Signed: _____
By the seller or their authorised person

Date: _____

PROVIDED BY BODY CORPORATE ADMINISTRATION LIMITED


Disclosure:

This pre-contract disclosure statement has been prepared by Body Corporate Administration Limited ("BCA") on behalf of the vendor pursuant to s 146 of the Unit Titles Act 2010. While BCA endeavours to ensure that all information in this statement is accurate, BCA makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained in this statement. BCA expressly disclaims all liability for any loss arising from reliance on any information contained in this statement.



**BODY CORPORATE
ADMINISTRATION**

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❖ P.O.Box 2322 Auckland 1140
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❖ Fax +64 9 377 6743
❖ Mobile +64 21 612 336
❖ Email levies@bca.co.nz

Body Corporate Administration Limited > Body Corporate Manager under Unit Titles Act 2010
Member of Strata Community Association (NZ) Ltd

David Yuen & Helen Yim

BODY CORPORATE: 314856

PROPERTY ADDRESS: Stafford House, 38-42 The Terrace, Wellington 6011

Our Client: David Yuen & Helen Yim

S146 - BC:314856, Unit:TERR03E, Debtor:David Yuen & Helen Yim

Invoice Date: 16/03/2026

GST Invoice No.: INV868841

BC: 314856

Unit Number: TERR03E

Description

Amount

Our fees for issuing S146 Pre Contract Disclosure Statement (GST Inclusive)

\$615.00



Sub Total:

\$615.00

GST:

Total:

\$615.00

BODY CORPORATE ADMINISTRATION

Please detach and return with your payment

GST Invoice NO: INV868841

S146 fees: \$615.00

Total Amount: \$615.00

Please make payment at the bank to Body Corporate Administration Ltd or by Direct Crediting to our Account :: 12-3109-0170031-000 prior to 17/03/2026

Particular	Code	Reference
314856	TERR03E	INV868841

314856 - Stafford House, 38-42 The Terrace,
Wellington

Stafford House

38-42 The Terrace

Statement No.: STMT1640307

Date: 07/04/2027

David Yuen & Helen Yim

helenyim@hotmail.com; davidyuentw@hotmail.com

ACCOUNT STATEMENT FOR UNIT TERR03E From 01/12/2024 To 07/04/2027

Date	Due	Detail	Debit	Credit	Balance
		Opening Balance	7877.08	0	7877.08
10/12/2024	20/01/2025	INV614610 - Instalment Levy 4/4 (Period 18/12/2024 - 18/03/2025)	3531.90	0	11408.98
15/12/2024	15/01/2025	INV708864 - Marketing On-charge November (SI000148) & December (SI000152) 2024	21.56	0	11430.54
01/03/2025	31/03/2025	INV730517 - Marketing On-charge January & February 2025 (SI0000155 & SI0000161)	21.56	0	11452.10
12/05/2025	12/05/2025	RCPT588661 - YUEN D & H	0	11452.10	0.00
15/05/2025	15/06/2025	INV759238 - Marketing On-charge March & April 2025 (SI000168 & SI000172)	24.78	0	24.78
01/06/2025	30/06/2025	INV766602 - Annual Levy (Period 18/03/2025 - 18/03/2026)	14263.46	0	14288.24
01/06/2025	01/06/2025	CRT20408 - Reversal of Annual Levy	-14263.46	0	24.78
01/06/2025	30/06/2025	INV799758 - Instalment Levy 1/4 (Period 18/03/2025 - 17/06/2025)	3565.86	0	3590.64
13/06/2025	13/06/2025	RCPT595708 - YUEN D & H	0	24.78	3565.86
15/07/2025	22/07/2025	INV781115 - Reminder fee	50.00	0	3615.86
28/07/2025	28/07/2025	RCPT603057 - YIM H H	0	24.78	3591.08
28/07/2025	28/07/2025	RCPT603100 - YIM H H	0	3565.87	25.21
28/07/2025	28/07/2025	RCPT603101 - YIM H H	0	3565.87	-3540.66
15/08/2025	15/09/2025	INV782184 - Marketing On-charge May & June I 2025 (SI000176 & SI000180)	24.78	0	-3515.88
17/08/2025	17/09/2025	INV799864 - Instalment Levy 2/4 (Period 18/06/2025 - 17/09/2025)	3565.86	0	49.98
29/08/2025	05/09/2025	INV806220 - Reminder fee	100.00	0	149.98
02/09/2025	02/09/2025	CRT20957 - Credit note to reverse INV806220 - Reminder fee	-100.00	0	49.98

Date	Due	Detail	Debit	Credit	Balance
17/09/2025	17/09/2025	RCPT613708 - YIM H H	0	24.78	25.20
15/10/2025	15/11/2025	INV818822 - Marketing On-Charge July, August & September 2025 (SI0000185, SI0000190 & SI0000194)	37.17	0	62.37
01/11/2025	30/11/2025	INV799970 - Instalment Levy 3/4 (Period 18/09/2025 - 17/12/2025)	3565.86	0	3628.23
17/11/2025	17/11/2025	RCPT624977 - YUEN D & H	0	62.37	3565.86
25/11/2025	25/11/2025	RCPT626511 - YUEN D & H	0	3565.86	0.00
31/12/2025	31/01/2026	INV825934 - Marketing On-Charge October 2025 (SI0000198)	12.39	0	12.39
01/01/2026	30/01/2026	INV800076 - Instalment Levy 4/4 (Period 18/12/2025 - 18/03/2026)	3565.86	0	3578.25
02/01/2026	02/02/2026	INV845923 - Marketing On-charge November & December 2025(SI0000204 & SI0000208)	24.78	0	3603.03
30/01/2026	30/01/2026	RCPT637834 - YUEN D & H	0	12.39	3590.64
30/01/2026	30/01/2026	RCPT637848 - YUEN D & H	0	24.78	3565.86
30/01/2026	30/01/2026	RCPT637927 - YUEN D & H	0	3565.86	0.00
10/03/2026	31/03/2026	INV867164 - Marketing On-Charge - January & February 2026 (SI0000211 & 217)	24.78	0	24.78
11/03/2026	11/03/2026	RCPT646904 - YUEN D & H	0	24.78	0.00

Total Payable: 0.00

Interest 10% per annum will be charged on amount outstanding

Please deposit into the following account and quote your unit number as a reference

Bank: Westpac
Branch: Queen Street
Swift Code: WPACNZ2W
Account Name: Body Corporate Administration Limited
Account No.: 03-0104-0982096-007

314856 Utility - Stafford House, 38-42 The Terrace, Wellington

Stafford House
38-42 The Terrace
Wellington

Statement No.: STMT1640314

Date: 07/04/2027

David Yuen & Helen Yim

helenyim@hotmail.com; davidyuentw@hotmail.com

ACCOUNT STATEMENT FOR UNIT TERR03E From 15/05/2024 To 07/04/2027

Date	Due	Detail	Debit	Credit	Balance
		Opening Balance	735.29	0.00	735.29
15/05/2024	12/07/2024	INV605495 - Utility Invoice (06/10/2023 - 04/12/2023)SI0000125	124.08	0.00	859.37
01/07/2024	31/07/2024	INV628348 - Water Charge (Period 04/12/2023 -19/04/2024 Inv#125 & 135)	199.99	0.00	1059.36
26/07/2024	26/07/2024	RCPT536090 - YUEN D & H *03	0.00	199.99	859.37
12/05/2025	12/05/2025	RCPT588654 - YUEN D & H	0.00	859.37	0.00
25/07/2025	20/08/2025	INV781640 - Water levy (Period 12-Feb to 18 June 2025)	97.06	0.00	97.06
17/09/2025	17/09/2025	RCPT613707 - YIM H H	0.00	97.06	0.00
13/02/2026	13/03/2026	INV846196 - Water Levy Invoice (Period 18/06/2025 - 14/10/2025)	164.45	0.00	164.45
09/03/2026	09/03/2026	RCPT646336 - Water Levy 6-10/25 TERR03E- ASB	0.00	164.45	0.00
20/03/2026	20/04/2026	INV871215 - Water Levy Invoice (Period 14/10/2025 - 11/02/2026)	164.43	0.00	164.43
29/03/2026	29/03/2026	RCPT650589 - YUEN D & H	0.00	164.43	0.00
07/04/2026	08/05/2026	INV875296 - Water On-charge (Period 19/04/2024 - 12/02/2025)	542.52	0.00	542.52

Total Payable: 542.52

Interest 10% per annum will be charged on amount outstanding	Bank:	Westpac
Please deposit into the following account and quote your unit number as a reference	Branch:	Queen Street
	Swift Code:	WPACNZ2W
	Account Name:	Body Corporate Administration Limited
	Account No.:	03-0104-0982096-007