

## THESE TERMS

These are the standard terms of Arizto Limited (Arizto), a New Zealand company and licensed real estate agent (licence number 20073947) under the Real Estate Agents Act 2008 (Act). When these terms refer to "us", "we", or "our", they refer to Arizto and, where applicable, employees of, and contractors to, Arizto, including branch managers and salespersons licensed under the Act.

## LISTING DETAILS

These terms, together with the attached details about your sale as provided to Arizto (Listing Details), make up the agency agreement between us and you (the Agreement).

The Listing Details contain, among other things:

- the address and legal description of the property to be marketed for sale by Arizto (Property);
- the chattels to be sold with the Property;
- the method of sale and target sale price of the Property;
- details about the Property, including whether the Property has any tenants or defects;
- the full legal name of every registered proprietor of the Property (Seller);
- the full legal name of every person signing this agreement, whether as, or on behalf of, a Seller (Signatory);
- if all Sellers of the Property are not signing this agreement, confirmation of the authority of the Signatory(ies) to enter into this agreement on behalf of the Seller(s). Such authority could include a power of attorney, resolution of trustees, company minutes, or court document; and
- the address and other contact details of each Seller.
- When we refer to "you" or "your" in this Agreement, we refer to every Seller named in the Listing Details.

## THE RULES

Arizto and branch managers and salespersons working for Arizto are required to comply with the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 (Rules). The Rules set out a code of professional conduct and client care prepared by the Real Estate Agent's Authority (Authority).

We recommend you read the Rules before signing this Agreement.

You can access the Rules via our website.

## Agency Agreement



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### APPROVED GUIDES

The Authority has prepared an approved guide to agency agreements and sale and purchase agreements for residential property. A copy of each guide should have been provided to you. You can also access the guide via our website. We recommend that you read the approved guides before entering into this agency agreement and any agreement for the sale and purchase of the Property.

You acknowledge that you were given a copy of the approved guides before entering into this Agreement.

### RECOMMENDED ADVICE

The Rules require us to recommend, and give you a reasonable opportunity to obtain, certain advice before entering into this Agreement.

You acknowledge that we have:

- recommended that you seek independent legal advice;
- ensured that you are aware that you can, and may need to, seek technical or other advice and information; and
- provided you with a reasonable opportunity to obtain the advice.

### APPOINTMENT AS AGENT

You appoint Arizto to be your real estate agent for the purposes of selling the Property.

You appoint Arizto as general agent. The agency commences on the date you signed the Agreement and continues until cancelled by either party giving seven (7) days' written notice to the other party.

## OUR SERVICES

We are authorised to market the Property for sale, conduct negotiations with potential purchasers, prepare sale documentation, and do all other things that may be necessary, expedient, or desirable to sell the Property (together, the Services). The Services will include:

- arranging and conducting viewings of the Property for potential buyers, whether by open home or private viewing;
- interior, exterior, and aerial photography of the Property;
- video footage of the Property filmed and edited into a short marketing video;
- designing a floor plan for the Property;
- professional copywriting for the description of the Property;
- obtaining a rental appraisal and certificate of title;
- the preparation of sale documentation;
- online advertising of the Property on arizto.co.nz, realestate.co.nz, trademe.co.nz, oneroof.co.nz, homes.co.nz and, at our discretion, other websites used by Arizto for advertising the sale of real estate;
- printing a signboard and installing it at the Property;
- access to Arizto's online seller dashboard; and
- ongoing support provided by Arizto's head office.
- Your authorisation to provide the Services extends to any licensed real estate agent working for Arizto and providing real estate agency work as defined in section 4(1) of the Act (Agency Work).

## EXPENSES

You agree that upon an unconditional agreement being reached for your property, Arizto will charge a marketing fee equivalent to the cost of TradeMe's Platinum Package as outlined in the terms below.

For the avoidance of doubt, this fee will only be charged on a successful sale of the property by Arizto.

If you have chosen to sell the Property by auction, a further NZ\$800 + GST (Auction Fee) is payable. The Auction Fee covers expenses we will incur in preparing for, and arranging, a sale by auction. The Auction Fee is payable at the time of signing the Agreement. Once paid, the Auction Fee is non-refundable.

We confirm that, in relation to any expenses for or in connection with any Agency Work carried out by Arizto for you in connection with the transaction covered by this Agreement, that we will not receive, and are not entitled to receive, any rebates, discounts, or commissions.

Should you withdraw and relist your property within 45 days you will be charged a 'Relist Fee' of 50% of the cost of the Trademe Platinum Upgrade as listed below.

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## COMMISSION

You will pay us the commission (Commission) described on the details page (page 8) + \$650 admin fee if:

- you enter into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency, through the instrumentality of Arizto or to a purchaser introduced by Arizto and the agreement is or becomes unconditional (whether during or after the term of the agency); or
- you enter into any agreement to sell or exchange the Property (or part of it) within six (6) months following the date of cancellation or termination of the agency, through the instrumentality of Arizto or to a purchaser introduced by Arizto, and the agreement is or becomes unconditional (whether during or after the 6 months period).

In either case, the Commission will become payable immediately after the agreement becomes unconditional.

Please be aware that if you enter into, or have already entered into, other agency agreements for the sale of the Property, you could be liable to pay full commission to more than one agent in the event that a transaction is concluded. The circumstances in which you could incur such liability should have been explained to you.

You acknowledge that we have explained the circumstances in which commission could become payable to more than one agent.

## PAYMENT OF DEPOSIT

Arizto does not operate its own trust account for the payment of deposits.

Any deposit payable by a purchaser of the Property, or any part of the deposit, will be paid using the New Zealand Real Estate Trust service provided by SafeKiwi (New Zealand) Limited. Deposit payments will be made directly to Public Trust, the independent custodian of the service. Public Trust will then be responsible for holding and disbursing the money on behalf of the purchaser and you.

By entering into this Agreement, you agree to be bound by the terms of use of the service set out at <https://www.realestatetrust.co.nz/termsfuse>. Under those terms of use, the Public Trust may pay the commission owing to us from the deposit.

## Agency Agreement



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### METHOD OF SALE

The method of sale of the Property is set out in the Listing Details. The individual benefits we will receive will not be affected by your chosen method of sale.

### APPRAISAL

You should have received a written appraisal for your Property. The appraisal may be included in the Listing Details.

You acknowledge that we have given you a written appraisal of the Property that realistically reflects current market conditions and:

- is supported by comparable information on sales of similar properties; or
- where no directly comparable or semi-comparable sales data exists, this has been explained to you in writing.

### DISCLOSURE OF INFORMATION TO PURCHASERS

The Rules say that we must not mislead, provide false information to, nor withhold information that should by law or in fairness be provided to, a potential purchaser of the Property. Where it would appear likely that the Property may be subject to hidden or underlying defects, then the Rules requires us to either:

- obtain confirmation from you, supported by evidence or expert advice, that the Property is not subject to defect; or
- ensure that any potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose.

You may not direct us to withhold information relating to hidden or underlying defects in the Property from potential purchasers. If you do, the Rules require us to cease acting for you. We will then terminate this Agreement with immediate effect by giving written notice to you.

### USE OF MATERIALS

You consent to us using any photographs and display materials intended for public advertising that we create when providing the Services to you to promote other services offered by Arizto, including after the term of this Agreement.

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## COMPLAINTS

Arizto has developed and maintains written in-house procedures for dealing with complaints and dispute resolution. You should read those procedures before entering into this Agreement. The procedures can be found on our website.

The Authority operates its own complaints process that can be accessed via the Authority's website, [www.rea.govt.nz](http://www.rea.govt.nz). You can make a complaint using the Authority's process without first using Arizto's in-house procedures. Any use of our in-house procedures does not preclude you from making a complaint to the Authority.

## NOTICES

A copy of this Agreement, and any notices given under or relating to this Agreement, may be given to the Seller or the Seller's lawyer by hand, mail, or email. If there is more than one set of contact details for a Seller, a copy of this agreement and any notices under or relating to it may be sent to any one of the Sellers and notice to any one Seller will be treated as notice to all Sellers.

This Agreement and any notices under or relating to this Agreement will be treated as having been received:

- if given by hand, at the time of personal delivery;
- if given by mail, three (3) days after being mailed to the recipient's last known postal or residential address; or
- if given by email, when the email enters the information system at the recipient's last known email address.

## HEALTH AND SAFETY

You will give us all reasonable assistance and information to ensure that no hazards or risks at, or arising from, the Property affect the health and safety of any person while we are providing the Services. You agree to:

- promptly provide us information about any and all hazards or risks at the Property that are known to you;
- comply with our instructions about actions required to be taken to address any identified hazards or risks at the Property for the purposes of ensuring the health and safety of people visiting the Property at our request or invitation; and
- do all other things we consider to be reasonably necessary to meet our obligations under the Health and Safety at Work Act 2015.

## CONFIDENTIALITY AND PRIVACY

Except as otherwise provided in this Agreement or as agreed between the parties, neither party may disclose any information contained in, arising from, or related to this Agreement to any third party other than:

- with the other party's written consent;
- to its employees, officers, agents, contractors, advisers, and bankers, but only to the extent reasonably necessary;
- to enforce a party's rights or to defend any claim or action under this Agreement;
- as necessary to answer or defend any complaint, claim, allegation, or proceedings you make against us;
- where the information is already in the public domain other than as a result of breach of this Agreement; or
- as required by law.

## WARRANTIES AND INDEMNITY

You warrant to us that you have full power and authority to enter into this agency agreement and appoint us as general agent for the sale of the Property. If this Agreement is not signed by all Sellers of the Property, each Signatory warrants that they have full power and authority to enter into this Agreement on behalf of the relevant Seller(s).

You also warrant that, to the best of your knowledge and belief, and after making proper enquiries:

- the information provided to us about you and the Property in the Transaction Details is correct;
- the Property does not have any defects or hazards and is not subject to any requisitions, notices, or demands from any party, or, if there are such issues affecting the Property, that those issues have been disclosed to us; and
- you have not omitted to provide any other material information about you or the Property to us.

You indemnify us against all losses, damages, claims, or other liability arising from breaching the above warranties.

## ELECTRONIC COMMUNICATIONS AND SIGNATURES

You consent to this Agreement, and all documents, notices, and other communications required under or relating to this Agreement, being provided to you, and signed, electronically. You acknowledge that this Agreement will be legally binding after being electronically signed on behalf of the Seller(s) and Arizto.

Signing of the Agreement will be treated as your acknowledgement that you have also received a copy of the Agreement signed by you and us.

## IMPORTANT:

The Agent cannot conduct real estate agency work for the Client under the Real Estate Agents Act 2008 until the Agent first completes the appropriate level of customer due diligence on the Client under the Anti-Money Laundering and Countering Finance of Terrorism Act 2009 ("AML/CFT Act").

The Agent will notify the Client when this has been done.

## Agency Agreement



### WHEN THIS AGREEMENT ENDS

This Agreement, and our appointment as general agent under it, will end:

- in the case of a party cancelling this Agreement on notice, on the date seven (7) days after the notice of cancellation is received; or
- in the event you direct us to withhold information relating to hidden or underlying defects in the Property from potential purchasers, the date you receive our notice cancelling the Agreement.

The termination of this Agreement for any reason will not affect the rights, powers, authorities, or remedies of the parties that accrued before termination. This includes our right to be paid the commission.

Property Address: 117 Barnett Avenue, Best Island, Tasman

Vendors: Kursten Ward, Elke Baumann Ward

Method Of Sale: Enquiries Over

Enquiries Over \$869,000

Seller Type: Private Owner(s)

Legal Description: LOT 36 DP 5090 BLK II WAIMEA SD LOT 3 DP  
533749

Appraisal Range From: \$830,000 To: \$860,000

CT Number: 882623

Property Defects: No

Body Corporate: No

Tenanted: No

Commission: 2% + \$650 Admin fee + \$1433.91 TradeMe Platinum Marketing Fee + GST of the sale price. Based on the high end of appraisal range being \$860,000.00, a commission of \$19,283.91 (\$22,176.50 including GST)

Chattels: Heat pump, Stove, Extractor fan, Fixed floor coverings, Light fittings, Garden shed, Oven + Hob, Heated towel rail, Wall/under bench oven, Bathroom extractor fans

Kursten Ward

Signiert von:

76CA454AA6DA4A1...  
Elke Baumann Ward

**Signed on behalf of Arizto Ltd**

by Brendon Pierce

(Licensee 20083892)