

CLIENT & CUSTOMER ACKNOWLEDGEMENT

Sale & Purchase Agreement Details

Client / Vendor: Alister John Stoddart and Linda Rickard

Customer / Purchaser:

Property Address: 38 Martin Road, Fairfield, Dunedin

Licensee: Shane and Julie Robinson

Licensee Declaration

As licensee in relation to the above property sale ("the transaction"), I confirm pursuant to Section 136 of the Real Estate Agents Act 2008, that neither I nor any person related to myself as licensee will benefit financially from the transaction.

✕ [Signature]

Signed by the Licensee or authorised person

Date / /

Client/Customer Acknowledgements

The Client & Customer, prior to signing the agreement for sale and purchase relating to the property, acknowledge that the Agent:

| | Customer (Purchaser) | Client (Vendor) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------|
| 1. recommends that we seek legal advice and that a reasonable opportunity to obtain legal advice has been allowed by the Agent; | ✕ | ✕ |
| 2. recommends that the we may need to, seek technical or other advice and information and that a reasonable opportunity to obtain this advice/information was provided; | ✕ | ✕ |
| 3. has provided us with a copy of the approved guide (attached) relating to sale and purchase agreements published by the Real Estate Authority. | ✕ | ✕ |
| 4. has made us aware of the Agent's in-house complaints and dispute resolution procedures (attached) and that a copy of this has been made available to us; | ✕ | ✕ |
| 5. has made us aware that we may access the Real Estate Authority's complaints process without first using the Agent's in-house procedures and that any use of the in-house procedures does not preclude the making of a complaint to the Real Estate Authority; | ✕ | ✕ |
| 6. For Overseas Investment Act consent purposes is the Customer (Purchaser): <ul style="list-style-type: none"> • a New Zealand, Australian or Singaporean citizen or • a NZ residency visa holder; or • an Australian or Singaporean permanent resident who has lived in NZ for at least 183 days in the last 12 months and is a NZ tax resident? | Yes No | <i>if 'No', OIA consent required</i> |

Additional Acknowledgements

A LIM report dated * has been supplied by the Vendors. We recommend you seek legal/technical advice regarding the LIM document. You may also consider obtaining your own LIM on the property.

✕ [Signature]

Signed by the Customer/Purchaser

Date / /

✕ [Signature]

Signed by the Client/Vendor

Date / /

COMPLAINTS & DISPUTE RESOLUTION PROCEDURE

Pursuant to Rule 12 of the Real Estate Agents Act (Professional Conduct and Client Care Rules) 2012, all licensed Real Estate Agents are required to have a written in-house complaints and dispute resolution procedure. That procedure is set out below.

You do not have to use our complaints and resolution procedure. You may make a complaint directly to the Real Estate Agents Authority at any time. You can make a complaint to the Real Estate Agents Authority even if you choose to also use our procedures.

Our complaints and dispute resolution procedures are designed to provide a simple and personalized process for resolving any complaint you might have about the service you have received from our agency.

Step 1: Call or email the Manager:

Jonathan Laird
Office: 03 474 0526
Email: jonathan@oadunedin.nz

Tell the Manager who you are complaining about and what your concerns are.
Let the Manager know what you would like done about your complaint.

Step 2: The Manager may ask you to put your complaint in writing so that he or she can investigate it. The Manager will need a brief period of time to talk to the team members involved. We promise to come back to you within 10 working days with a response to your complaint. That response may be in writing. As part of that response we might ask you to meet with members of our team to discuss the complaint and try and agree a resolution.

Step 3: If we are unable to come to an agreed resolution after a meeting, or if you don't wish to meet with us, then we will provide you with a written proposal to resolve your complaint.

Step 4: If you do not accept our proposal please try and advise us in writing within 5 working days. You can, of course, suggest another way of resolving your complaint.

Step 5: If we accept your preferred resolution we will attempt to implement that resolution as soon as possible. If we decline your preferred resolution we may invite you to mediate the dispute.

Step 6: If we agree to mediate the complaint but don't settle the complaint at mediation, or we do not agree to mediate the dispute then that will be the end of our process.

Remember

You can still make a complaint to the Real Estate Agents Authority in the first instance and even if you use these procedures you can still make a complaint to the Real Estate Agents Authority at any time.

The Real Estate Authority
C/- P O Box 25-371, Wellington 6146, New Zealand
Phone 0800 367 7322



Buying or selling your property?

New Zealand Residential Property Sale and Purchase Agreement Guide

Brought to you by the Real Estate Authority



This guide tells you...

- what a sale and purchase agreement is
- what's in a sale and purchase agreement
- what happens after you sign the sale and purchase agreement
- what happens if you have a problem
- where to go for more information



About settled.govt.nz and the Real Estate Authority

[Settled.govt.nz](http://settled.govt.nz) guides kiwis through home buying and selling. Buying or selling your home is a big move and one of the biggest financial decisions Kiwis make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

[Settled.govt.nz](http://settled.govt.nz) provides comprehensive independent information and guidance for home buyers and sellers. It'll help you feel more in control and help to get you settled. You can find information about the risks, how they can impact you, and get useful tips on how to avoid some of the major potential problems.

You'll learn your tender from your BBO, your price by negotiation from your auction. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, settled.govt.nz explains what you need to know.

[Settled.govt.nz](http://settled.govt.nz) is brought to you by the Real Estate Authority (REA). REA is the independent government agency that regulates the New Zealand real estate industry. Our aim is to promote and protect the interests of consumers involved in real estate transactions, and to promote a high standard of professionalism and service in the industry.



For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz

To find out more about REA visit rea.govt.nz, call us on 0800 367 7322 or email us at info@rea.govt.nz

Key things to know about sale and purchase agreements



- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate the conditions in a sale and purchase agreement.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- The real estate agent is working for the seller of the property but must treat the buyer fairly.
- If your agent or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you an independent registered valuation of your property.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer needs to sell another property first and the settlement date. A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.

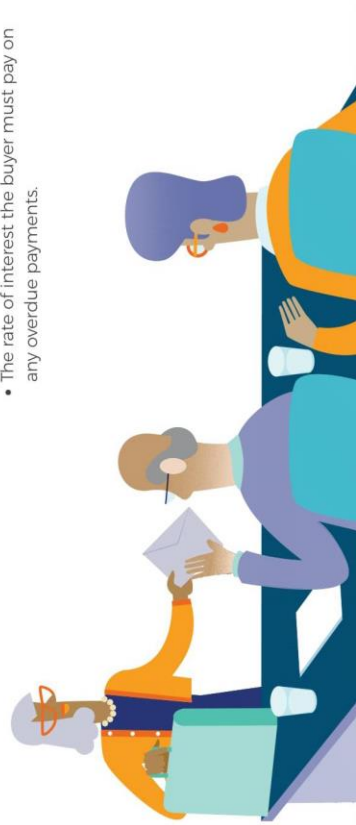
Always check your sale and purchase agreement with a lawyer before signing.

What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

- The names of the people buying and selling the property.
- The address of the property.
- The type of title (for example, freehold or leasehold).
- The price.
- Any deposit the buyer must pay.
- Any chattels being sold with the property (for example, whiteware or curtains).
- Any specific conditions you or the other party want fulfilled.
- How many working days you have to fulfil your conditions (if there are conditions).
- The settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in).
- The rate of interest the buyer must pay on any overdue payments.



Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the agent must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights - what access the buyer can have to inspect the property before settlement
- insurance - to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs
- default by the buyer - the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller - the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs.

Your lawyer will explain these clauses to you.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search - this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance - this refers to the buyer arranging payment, often requiring a mortgage or loan
- valuation report - a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan



The agent helps the buyer and the seller to include the conditions they each want. Even though the agent works for the seller, they also have to deal fairly and honestly with the buyer. They can't withhold any information, and they must tell the buyer about any known defects with the property.

Your agent will probably use the agreement for sale and purchase approved by the Auckland District Law Society and the Real Estate Institute of New Zealand.

- Land Information Memorandum (LIM) - provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- builder's report - to determine the condition of the building
- engineer's or surveyor's report - similar to the above but more focused on the entire section and the structure of the property
- sale of another home - the buyer may need to sell their own home in order to buy another.

What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date.

The buyer pays the deposit. Depending on what the agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. Usually the deposit is held in the agency's trust account for 10 working days before it is released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

Payment of a commission

Once the sale is complete, the seller pays the agent for their services. The agent or agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the

deposit is enough to cover the commission. The agent cannot ask the buyer to pay for their services if they have been hired by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

The agreement for sale and purchase may contain a specific date for possession that may differ from the settlement date, for instance, where the property is tenanted. If the property is tenanted, the agreement for sale and purchase should specify this.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate, in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.



What happens if you have a problem

If you're worried about the behaviour of your agent, discuss it with them or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA)*. We can help in a number of ways if your complaint is about the behaviour of a real estate agent. For example, we can help you and the agent or agency to resolve the issue and remind the agent of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

* Settled.govt.nz is brought to you by REA.



Call us on
0800 367 7322,
email us at
info@rea.govt.nz
or visit us
online at
rea.govt.nz

Where to go for more information

You can get more help and information from various places.



Read more about buying and selling a property at settled.govt.nz

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres
communitylaw.org.nz

Citizens Advice Bureau
cab.org.nz

Consumer Protection
(Ministry of Business, Innovation and Employment)
consumerprotection.govt.nz



We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.