

Listing Details

Property address 54 MOREY STREET  
 Suburb OWHATA District ROTORUA Post Code 3010  
 Agent/s HIELKE OPPERS Listing Number 210510

Client Details

Title .....  
 Surname(s) PUCKETT  
 First name(s) KATARINA  
 Physical address .....  
 Post Code: .....  
 Postal address 6 HANTHORNDEN DRIVE  
TIKITERE  
ROTORUA Post Code: 3074  
 Home ..... Mobile 027 275 3627  
 Business ..... Second Mobile .....  
 Email kate.honour@xtra.co.nz  
 Company / Trust .....  
 Other details .....

Client Details

Title .....  
 Surname(s) .....  
 First name(s) .....  
 Physical address .....  
 Post Code: .....  
 Postal address .....  
 Post Code: .....  
 Home ..... Mobile .....  
 Business ..... Second Mobile .....  
 Email .....  
 Company / Trust .....  
 Other details .....

Listing

Listing date 20-5-2021 Expiry date 20-8-2021  
 Listing price \$ .....  GST inc (if any)  Plus GST (if any)  
 If client is registered for GST, provide GST number .....  
 Online banding from \$ 770k to \$ 820k

Property Type

- (Circle main if more than one)
- Apartment
  - Block of units
  - Coastal / beach
  - Home & income
  - House
  - Lake / river
  - Lifestyle
  - Lifestyle vacant
  - Retirement living
  - Section
  - Townhouse
  - Unit

Room Summary

Total bedrooms 5  
 Total bathrooms 2  
 Total lounges 2  
 Total dining 1  
 Study rooms .....  
 Total toilets .....

Method of sale

Sole Venue .....  
 Joint .....  
 General  Auction Date .....  
 Time .....  
 Mortgagee sale  Tender Date 10 June 21 @ 4pm  
 Deadline Treaty  Priced  
 No price  
 Remarks: start 26 May

Parking Spaces

Garage 2  
 Carport 1  
 Off Street .....

Area

224 m2 dwelling\*  
772 m2 land OR  
 ..... ha land  
 Approximate year built .....  
 eg. '1971-1981' (use a 10 year range)  
 \*Only complete dwelling area if by a verified source

Remarks

.....  
 .....  
 .....

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(Initial here) 

**Legal Details**

Legal vendor name: KATARINA SUZANNA RUCKETT

Legal area: 0.0772ha

Record of Title: SA 38C/235

Lot No: 49 DP No: 542780

Cap V \$ 680,000 LV \$ 225,000 VI \$ 455,000

Council: POTOPUNA LAKES COUNCIL

CV date: 01/09/2020 Council zoning: RESIDENTIAL 1 Body corp fee \$

Additional information

Tenure:  Freehold  Leasehold  Stratum in freehold  Stratum in leasehold  Cross-lease (freehold)  Cross-lease (leasehold)  Other

Rates: Water \$ Regional \$ Other \$ Total \$ 4,042.10

Leasehold: Ground rent \$ Review date Lessor

**Legal Company** TBC

Company

Representative

Email

Address

Suburb

District Post Code

Phone Fax

All additions / improvements to main dwelling are council approved

If not, describe

**Chattels remaining**

Blinds  Stove  Wall oven

Curtains  Dishwasher  Light fittings

Fixed floor coverings  Burglar alarm  Heat pump(s) x2

Other extractor fan in  Blinds (motor driven)  Curtains (motor driven)

bedrooms x2

**Features/chattels excluded**

Security System

Rangehood  Cooktop

Kitchen waste disposal  Smoke detector(s)

Heated towel rail(s)  Garage door remote control(s)

Other Dishdraws, speakers in ceiling

Viewing Details: phone / text tenant first Alarm Code

Key Code Lockbox Location

**Remarks**

**Management agent** Harcourts

Management agent

Representative Sheryl

Phone

**Lifestyle block only**

GST Registered  Yes  No

Water supply

Pond

Plantings

Other accommodation

Farm buildings

General

Additional information

**Tenant Details**

Surname(s)

First name(s) Cesley

Rent \$ Bond

Start date Expiry date

Fixed or periodic Term and options

Home Notice to view

Bus Mob

Email

Remarks

**What does the client(s) like most about their property? / Reason for selling?**

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(Initial here) [Signature]

<p><b>House style</b></p> <input type="checkbox"/> Art deco <input type="checkbox"/> Bungalow <input type="checkbox"/> Character <input type="checkbox"/> Colonial <input checked="" type="checkbox"/> Contemporary <input type="checkbox"/> Executive <input type="checkbox"/> Lifestyle <input type="checkbox"/> Villa <input type="checkbox"/> Other <p>.....</p> <p><b>Unit style</b></p> <input type="checkbox"/> Highrise <input type="checkbox"/> Hotel / strata <p>..... No. of levels</p> <p>..... No. in block</p> <input type="checkbox"/> Penthouse <p>.....</p> <p><b>Other style</b></p> <input type="checkbox"/> Under construction <input type="checkbox"/> Enviro friendly home <p>.....</p> <p><b>Aspect</b></p> <input checked="" type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West <p>.....</p> <p><b>Views</b></p> <input type="checkbox"/> Bush <input type="checkbox"/> City <input checked="" type="checkbox"/> Park <input checked="" type="checkbox"/> Private <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Urban <input type="checkbox"/> Water <input type="checkbox"/> Waterfront <p>.....</p> <p><b>Locality</b></p> <input checked="" type="checkbox"/> Close to schools <input checked="" type="checkbox"/> Close to shops <input type="checkbox"/> Close to transport <p>.....</p> <p><b>Living area</b></p> <input type="checkbox"/> Formal dining <input type="checkbox"/> Formal lounge <input checked="" type="checkbox"/> Open plan <input type="checkbox"/> Separate living <input checked="" type="checkbox"/> Separate dining <p>.....</p> <p><b>Entrance</b></p> <p>.....</p>	<p><b>Kitchen</b></p> <input type="checkbox"/> Designer <input checked="" type="checkbox"/> Modern <input type="checkbox"/> Original <input type="checkbox"/> New <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Open plan <input type="checkbox"/> Separate <input type="checkbox"/> Breakfast bar <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Double sink <input checked="" type="checkbox"/> Extractor fan <input type="checkbox"/> Gas reticulated <input type="checkbox"/> Gas bottled <input type="checkbox"/> Microwave <input checked="" type="checkbox"/> Pantry <input checked="" type="checkbox"/> Rangehood <input checked="" type="checkbox"/> Separate cooktop <input checked="" type="checkbox"/> Separate oven <input type="checkbox"/> Upright stove <input checked="" type="checkbox"/> Waste disposal <input type="checkbox"/> Finish <input type="checkbox"/> Granite <input type="checkbox"/> Stainless steel <input type="checkbox"/> Laminate <input type="checkbox"/> Lacquer <input type="checkbox"/> Timber <input type="checkbox"/> Other <p>.....</p> <p><b>Main bedroom</b></p> <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Walk in wardrobe <input type="checkbox"/> Balcony / Deck <p>.....</p> <p><b>Ensuite</b></p> <input type="checkbox"/> Bath <input type="checkbox"/> Spa bath <input checked="" type="checkbox"/> Separate shower <p>.....</p> <p><b>Bedroom 2</b></p> <input type="checkbox"/> Single <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Built-in wardrobe <p>.....</p> <p><b>Bedroom 3</b></p> <input type="checkbox"/> Single <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Built-in wardrobe <p>.....</p> <p><b>Bedroom 4</b></p> <input type="checkbox"/> Single <input checked="" type="checkbox"/> Double <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Additional Info <p>.....</p>	<p><b>Main bathroom</b></p> <input checked="" type="checkbox"/> Bath <input type="checkbox"/> Spa bath <input checked="" type="checkbox"/> Separate shower <input type="checkbox"/> Shower over bath <input checked="" type="checkbox"/> Heater <input checked="" type="checkbox"/> Exhaust fan <input type="checkbox"/> No. of extra bathrooms <p>.....</p> <p><b>Laundry</b></p> <input checked="" type="checkbox"/> Separate <input type="checkbox"/> In bathroom <input type="checkbox"/> In kitchen <input type="checkbox"/> In garage <p>.....</p> <p><b>Additional rooms</b></p> <input type="checkbox"/> Attic <input type="checkbox"/> Conservatory / sunroom <input checked="" type="checkbox"/> Family <input type="checkbox"/> Granny flat <input type="checkbox"/> Separate <input type="checkbox"/> Attached <input type="checkbox"/> Council approved <input type="checkbox"/> Media <input type="checkbox"/> Mezzanine <input checked="" type="checkbox"/> Office / study <input type="checkbox"/> Pool / billiard <input type="checkbox"/> Rumpus <input type="checkbox"/> Sleepout <input type="checkbox"/> Other <p>.....</p> <p><b>Flooring</b></p> <input checked="" type="checkbox"/> Carpet <input type="checkbox"/> Floating <input type="checkbox"/> Parquetry <input type="checkbox"/> Polished <input type="checkbox"/> Tiles <input type="checkbox"/> Timber <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Other <p>.....</p> <p><b>Window coverings</b></p> <input checked="" type="checkbox"/> Drapes <input checked="" type="checkbox"/> Net curtains <input type="checkbox"/> Shutters <input checked="" type="checkbox"/> Blinds <p>.....</p> <p><b>Insulation</b></p> <input checked="" type="checkbox"/> Ceiling <input checked="" type="checkbox"/> Walls - <i>Partial</i> <input checked="" type="checkbox"/> Floor <input type="checkbox"/> Other <p>.....</p>	<p><b>Heating / cooling</b></p> <input type="checkbox"/> Ceiling fans <input type="checkbox"/> Central heating <input type="checkbox"/> Ducted heating <input type="checkbox"/> Electric <input type="checkbox"/> Gas bottled <input type="checkbox"/> Gas mains <input type="checkbox"/> Solar <input type="checkbox"/> Under floor <input type="checkbox"/> Woodfire <input type="checkbox"/> Open <input type="checkbox"/> Closed <input checked="" type="checkbox"/> Stove <input checked="" type="checkbox"/> Heat pump <i>x2</i> <input type="checkbox"/> Air-conditioning <input type="checkbox"/> Other <p>.....</p> <p><b>Additional</b></p> <input type="checkbox"/> Phone extensions <input type="checkbox"/> Rewired <input type="checkbox"/> Fully <input type="checkbox"/> Partly <input type="checkbox"/> Satellite dish <input type="checkbox"/> Smart wiring <input checked="" type="checkbox"/> Smoke alarms <input type="checkbox"/> Security system <input checked="" type="checkbox"/> TV aerial <input checked="" type="checkbox"/> TV points <input type="checkbox"/> Vacuum system <input type="checkbox"/> Other <p>.....</p> <p><b>Water heating</b></p> <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Solar <input type="checkbox"/> Wetback <p>Litres .....</p> <p><b>Outdoor living</b></p> <input checked="" type="checkbox"/> BBQ area <input checked="" type="checkbox"/> Lighting <input checked="" type="checkbox"/> Power <input checked="" type="checkbox"/> Deck / patio <input checked="" type="checkbox"/> Entertainment area <input type="checkbox"/> Covered <input type="checkbox"/> Uncovered <input type="checkbox"/> Partly covered <input type="checkbox"/> Paved <input type="checkbox"/> Concrete <input type="checkbox"/> Other surface <input checked="" type="checkbox"/> Garden <input type="checkbox"/> Tennis court <input type="checkbox"/> Verandah <input checked="" type="checkbox"/> Clothes line <p>.....</p>	<p><b>Pool</b></p> <input type="checkbox"/> Above ground <input type="checkbox"/> Chlorine <input type="checkbox"/> Concrete <input type="checkbox"/> Fibreglass <input type="checkbox"/> Heated <input type="checkbox"/> Indoor <input type="checkbox"/> Inground <input type="checkbox"/> Pebble <input type="checkbox"/> Salt <input type="checkbox"/> Security fencing <input type="checkbox"/> Spa <p>.....</p> <p><b>Grounds</b></p> <input checked="" type="checkbox"/> Backyard access <input type="checkbox"/> Landscaped / designer <input type="checkbox"/> Manicured <input type="checkbox"/> Tidy <input type="checkbox"/> Overgrown <input checked="" type="checkbox"/> Garden shed <p>No. of sheds .....</p> <p>sizes .....</p> <input type="checkbox"/> Glasshouse <input type="checkbox"/> Other <p>.....</p> <p><b>Garaging / carparking</b></p> <input type="checkbox"/> Single lock-up <input checked="" type="checkbox"/> Double lock-up <i>lx8</i> <input type="checkbox"/> Tandem <input type="checkbox"/> Free standing <input checked="" type="checkbox"/> Internal access <input type="checkbox"/> Closed carport <input checked="" type="checkbox"/> Open carport <input checked="" type="checkbox"/> Off street <input type="checkbox"/> Auto doors <p>No. of remotes .....</p> <input type="checkbox"/> Other <p>.....</p> <p><b>Workshop</b></p> <input checked="" type="checkbox"/> Combined <input type="checkbox"/> Separate <p>.....</p> <p><b>Fencing</b></p> <input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partial <input type="checkbox"/> None <input type="checkbox"/> Materials <input type="checkbox"/> Other <p>.....</p> <p><b>Land contour</b></p> <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Flat to sloping <input type="checkbox"/> Sloping <input type="checkbox"/> Steep <p>.....</p>	<p><b>Construction</b></p> <input type="checkbox"/> Block <input type="checkbox"/> Brick <input type="checkbox"/> Brick veneer <input type="checkbox"/> Cedar <input type="checkbox"/> Iron <input type="checkbox"/> Plaster <input type="checkbox"/> Render <input type="checkbox"/> Weatherboard <input type="checkbox"/> Corrugated Iron <input type="checkbox"/> Composite Weatherboard <input type="checkbox"/> Other <p><i>FIBRE CEMENT</i></p> <p>.....</p> <p><b>Condition</b></p> <input type="checkbox"/> Renovated <input type="checkbox"/> New <input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <p>.....</p> <p><b>Roof</b></p> <input type="checkbox"/> Rubber membrane <input type="checkbox"/> Coloured steel <input type="checkbox"/> Stonechip <input checked="" type="checkbox"/> Iron <input type="checkbox"/> Longrun <input type="checkbox"/> Tile <input type="checkbox"/> Concrete <input type="checkbox"/> Slate <input type="checkbox"/> Other <p>.....</p> <p><b>Joinery</b></p> <input checked="" type="checkbox"/> Timber <input checked="" type="checkbox"/> Aluminium <input type="checkbox"/> Double glazing <input type="checkbox"/> Other <p>.....</p> <p><b>Water supply</b></p> <input checked="" type="checkbox"/> Town supply <input type="checkbox"/> Bore <input type="checkbox"/> Tank <input type="checkbox"/> Size ..... <p>.....</p> <p><b>Sewerage</b></p> <input checked="" type="checkbox"/> Mains <input type="checkbox"/> Septic <input type="checkbox"/> Waste Water Treatment <input type="checkbox"/> Other <p>.....</p>
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*Caravan plug Point*

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(Initial here)

Property Address: 54 MOREY STREET, OWHATA, ROTORUA

1. APPOINTMENT

1.1 KATARINA FUCKETT (Client) appoints ETB Realty Ltd a licensed agent under the Real Estate Agents Act 2008 (REAA 2008), and all other franchisees of Harcourts Group Limited (Agent), as the Client's agent to act in the sale or other disposal of the described property (Property), on the terms and conditions set out in this agency agreement (Agreement).

2. AGENCY (Choose either sole agency or general agency. Delete clause 2.1 or 2.2 as applicable.)

2.1 Sole Agency

The Client appoints the Agency as sole agent. The agency commences on 20 May 2021 (Commencement Date) and continues until midnight on 20 Aug 2021 or if no end date is provided, ninety (90) days from the Commencement Date.

This sole agency may be terminated by the Client, by written notice to the Agent by 5pm on the first working day after the day on which a copy of this Agreement is given to the Client.

Note: Any party to a sole agency agreement that relates to residential property and is for a term longer than ninety (90) days may, at any time after the expiry of the period of ninety (90) days after the Agreement is signed, cancel the Agreement by written notice to the other party or parties.

2.2 General Agency

The Client appoints the Agent as general agent. The agency commences on \_\_\_\_\_ and continues until midnight on \_\_\_\_\_ unless otherwise cancelled prior by either party giving seven (7) days' written notice to the other party; or, if no end date is provided, until cancelled by either party giving seven (7) days' written notice to the other party.

3. PRIOR AGENCY (Delete clause 3.1 or 3.2 as applicable. If neither option is deleted then clause 3.1 applies.)

3.1 The Client has not appointed any other real estate agent to sell the Property prior to signing this Agreement; or

3.2 The Client has appointed following real estate agent(s) prior to signing this Agreement:

Agency Name: \_\_\_\_\_ Agency Period: \_\_\_\_\_
Agency Name: \_\_\_\_\_ Agency Period: \_\_\_\_\_

3.3 The Client acknowledges that the Agent has explained that if the Client has appointed, or in the future appoints, any other real estate agents to sell the Property the Client could be liable to pay full commission to more than one agent in the event that an agreement to sell the Property is concluded.

4. ADDITIONAL AUTHORITIES - SALE METHOD

4.1 Auction Authority (Delete clause 4.1 and/or 4.2 if not applicable.)

The Client instructs the Agent to offer the Property for sale by public auction at a reserve price to be notified in writing by the Client to the Agent prior to the Property being offered for sale at auction on the Auction Date specified below or as otherwise agreed. The auction of the Property shall be conducted on the terms and conditions contained in the Agent's standard Particulars and Conditions of Sale of Real Estate by Auction as updated or amended. This shall be a sole agency and shall prevail over any general agency agreed elsewhere in this Agreement. If the Property is sold at auction the Client authorises the Agent to sign on the Client's behalf the agreement which forms part of the Agent's standard Particulars and Conditions of Sale of Real Estate by Auction.

Auction Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Auction Time: \_\_\_\_\_ am/pm [ ] On-Site
[ ] Venue: \_\_\_\_\_

4.1.1 Pre-auction Authority (Delete clause if the Pre-auction offer process is not applicable.)

(a) Should the Client wish to accept offers for the Property prior to the Auction Date noted at clause 4.1 above (Pre-auction Offer), the Client acknowledges and agrees that the Agent will conduct all Pre-auction Offers in accordance with the Agent's standard Pre-Auction Offer Form(s) and Procedures as updated or amended, and the Client will be bound by the terms of those forms and procedures.

4.2 Tender Authority

The Client instructs the Agent to offer the Property for sale by public tender. This shall be a sole agency and shall prevail over any general agency agreed elsewhere in this Agreement. The terms and conditions of offer for sale by tender shall be contained in the Agent's standard Particulars and Conditions of Sale by Tender as updated or amended.

Tender closes on: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ at: \_\_\_\_\_ am/pm
[ ] Venue: \_\_\_\_\_

[Handwritten signature]

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## 5. MARKETING

- 5.1 The Agent has explained to the Client, and the Client acknowledges, that they are not obliged to agree to any advertising and marketing expenses, however the Client agrees to the following:
- (a) after listing, the Agent will undertake the marketing of the Property in accordance with the attached Marketing Schedule; and
  - (b) the Client authorises the Agent to spend up to the sum of \$ nil including GST on advertising, marketing and promoting the Property on the Client's behalf; and
  - (c) the Client acknowledges and accepts that the Agency will provide a Marketing Package to the value of \$1000.00 with this 3 Month Exclusive listing. Should the client choose to withdraw their property from the market prior to the 3 Months Exclusive Listing Expiring, they will reimburse the agency upon receipt of invoice for the cost of the marketing incurred, but not exceeding \$1000.00.

## 6. PAYMENT DETAILS

Master Card/ Visa Number:	Expiry Date:
Cardholder's Name:	Signature of Cardholder:
Direct Debit 01 0414 0470723 00 (tick here <input type="checkbox"/> if direct debit completed)	Reference Number:
Cheque (tick here <input type="checkbox"/> if cheque provided)	

Additional charge of 2% for Credit Cards.

## 7. ADDITIONAL MARKETING INFORMATION

## 8. PAYMENT OF COMMISSION

- 8.1 The Client must pay the Agent the commission, on the terms set out in this Agreement, if:
- (a) in the case of a sole agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency and the agreement is or becomes unconditional (whether during or after the term of the agency); or
  - (b) in the case of a general agency, the Client enters 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 the Agent or to a purchaser introduced by the Agent and the agreement is or becomes unconditional (whether during or after the term of the agency); or
  - (c) in the case of either a sole or general agency, the Client enters into a private agreement to sell or exchange the Property (or part of it) within a period of six months following the date of expiry, cancellation or termination of the agency, through the instrumentality of the Agent or to a purchaser introduced by the Agent, and the agreement is or becomes unconditional (whether during or after the six month period). In this sub-clause **Private Agreement** means any agreement to sell or exchange the Property (or part of it) in the absence of any effective agency agreement between the Client and a real estate agent holding a licence under the Real Estate Agents Act 2008.
- 8.2 Unless otherwise stated the commission will become payable immediately upon the agreement for the sale or other disposal of the Property becoming unconditional. The Client shall instruct their solicitor to advise the Agent as soon as practicable on the agreement becoming unconditional.

## 9. CALCULATION OF COMMISSION

- 9.1 The commission is calculated on the purchase price shown on the sale and purchase agreement as follows (all amounts plus goods and services tax (GST)):
- (a) Firstly a fee of \$ 600, secondly on the first \$ 350,000 of the purchase price 4.00%, thirdly on the balance of the purchase price 2.5% with a minimum commission of \$ 3,500, fourthly in the case of leasehold property, a further one third of the total commission.  
The Client shall pay the applicable GST.
- 9.2 For example, based upon (tick one ):
- the Client's asking price (where an appraisal was not possible to be given); or
  - the appraisal value,  
a sale price of \$ 820k would mean an estimated commission of \$ 30,320 inclusive of GST.
- 9.3 Where the Agent has been paid the deposit, the Agent will hold the deposit as a stakeholder pursuant to the REAA 2008, until any pre-conditions to the release of the deposit specified in the agreement for sale or other disposal of the Property have been satisfied in all respects.
- 9.4 The Client authorises the Agent to deduct the Agent's commission plus GST together with any other amounts owed by the Client to the Agent (if any) from the deposit, once the Agent is permitted to release the deposit to the Client under clause 9.3. If a deposit is not received by the Agent, the Client undertakes to pay the Agent's commission plus GST and expenses and/or marketing costs together with any other amounts owed by the Client to the Agent (if any) immediately upon receipt of an invoice in accordance with this Agreement. Nothing in this clause 9 affects the Agent's right to the payment of commission under clause 8.

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## 10. ADDITIONAL COMMISSION INFORMATION

## 11. REFERRALS

11.1 The Client agrees that the Agent may receive a commission from the provider of any related service (for example, but not limited to Mortgage Express/Insurance Express or any provider under Harcourts Complete) in the event of a referral.

## 12. AGENT'S STATEMENT RELATING TO REBATES, DISCOUNTS, & COMMISSIONS (Delete clause 12.1.(a) or 12.1.(b) as applicable.)

12.1 I, the Agent, confirm that, in relation to any expenses for, or in connection with, any real estate agency work carried out by me for the Client(s) in connection with the transaction covered by this Agreement:

- (a) I will not receive, and am not entitled to receive, any rebates, discounts, or commissions; or
- ~~(b) I will receive, or am entitled to receive, the rebates, discounts, and commissions specified below.~~

12.2 If you selected clause 12.1.(b) above, provide the specified details for each rebate, discount, or commission \$ (including GST) in the table below.

*\*Estimates must be clearly marked as such. Estimates may be subject to change.*

Expenses to be incurred	Provider of rebate, discount, or commission \$(including GST)	Amount of rebate, discount, or commission \$(including GST)	Tick here if estimate

Date: 20/5/2021

Agent to sign here:

**Note:** Expenses means any sum or reimbursement for expenses or charges incurred in connection with services provided by an agent in the capacity of agent.

## 13. CLIENT WARRANTIES (Delete any warranties that are not applicable.)

### The Client warrants that as at the date of this Agreement:

- they have made proper enquiries about the Property and the information provided in this Agreement and the Client/Property Information pages are complete, true and correct;
  - they are registered under the Goods & Services Tax Act 1985 in respect of the Property. YES (NO (circle one) GST Number:
  - to the best of their knowledge the Property is not "contaminated" as that term is used in the Resource Management Act 1991 and there are no hazardous substance(s) on the Property e.g. methamphetamine, asbestos;
  - they have not received any notice, demand, requisition or outstanding requirement affecting the Property e.g. from any Council, territorial authority, government authority or any other party;
  - they have not given any consent or waiver to a neighbour in respect of any development or work proposed by that neighbour on a neighbouring property, nor is the Client aware of any application by a neighbour for a consent to develop a neighbouring property which would reasonably be expected to adversely affect the Property;
  - they are not aware of any defects or hazards that may affect the health and safety of others, or the weather-tightness, habitability or durability of the Property;
  - there is no information concerning the Property or the Client, that has not been fully disclosed to the Agent (including any non-consented works on the Property), which would be reasonably expected to materially affect the sale or other disposal of the Property or the Agent's duties and responsibilities to prospective purchasers or assignees;
  - they have no knowledge or notice of any fact which might result in proceedings being instituted by or against them (or a potential purchaser) in respect of the Property, and further warrants that if they become aware of any matter to the contrary the Client will immediately inform the Agent;
  - they have not received funding assistance in the form of a loan from any territorial authority or other service provider in relation to the installation of a heating device and/or insulation on the Property and further warrants that if they become aware of any matter to the contrary the Client will immediately inform the Agent. The Client acknowledges that they have a legal obligation to repay the balance of any loan to that territorial authority or other service provider on or prior to settlement and will instruct their solicitor accordingly;
  - the person(s) signing this Agreement has the full authority of the registered owner(s) of the Property to enter into and to sign this Agreement;
- where the Client is a **trust**:
- ~~a. the trustees of the trust have resolved to enter into this Agreement; and~~
  - ~~b. the trustees who sign this Agreement are all of the trustees of the trust; or~~
  - ~~c. the trustee(s) signing this Agreement has (or have) been authorised to do so on behalf of the trust by resolution recorded in writing; and~~
  - ~~d. such trustee(s) shall promptly provide a copy of the signed resolution to the Agent; and~~
  - ~~e. such trustee(s) confirm(s) that this Agreement will be binding on the trust and enforceable by the Agent.~~
- where the Client is a **company** (including the general partner of a limited partnership):
- ~~a. the board of the company and its shareholders have passed all necessary authorisations approving the entry by the company into this Agreement; and~~
  - ~~b. the director(s) who sign(s) this Agreement has (or have) been authorised by the company to do so; and~~
  - ~~c. such director(s) shall promptly provide a copy of the signed resolution to the Agent; and~~
  - ~~d. such director(s) confirm(s) that this Agreement will be binding on the company and enforceable by the Agent.~~
- where this Agreement is signed by an **attorney** on behalf of the Client:
- ~~a. the person who signs this Agreement is the attorney named in the power of attorney; and~~
  - ~~b. the power of attorney under which the attorney signs this Agreement has not been revoked; and~~
  - ~~c. such attorney shall promptly provide a copy of the signed power of attorney to the Agent; and~~
  - ~~d. such attorney confirms that this Agreement will be binding on the Client and enforceable by the Agent.~~

in the event new information arises that may affect these warranties, the Client shall immediately advise the Agent in writing;

(Initial here)

Property Address: 54 MOREY STREET, ONHATA, ROTORUA

## 14. HEALTH AND SAFETY

- 14.1 The Client acknowledges and understands that the Agent has obligations under the Health and Safety at Work Act 2015 (**HSWA 2015**) to ensure the health and safety of workers (including employees, contractors, and employees of contractors) and the general public so far as is reasonably practicable while undertaking work in relation to the sale and purchase or other disposal of the Property in accordance with this Agreement.
- 14.2 The Client will give the Agent all reasonable assistance and information to ensure that no hazards or risks at, or arising from, the Property affect the health and safety of any person while the Agent is performing their role under this Agreement, including by:
  - (a) promptly providing to the Agent information about any and all hazards or risks at the Property which are known to the Client, and
  - (b) complying with any reasonable instructions given by the Agent about actions required to be taken to address any identified hazards or risks at the Property in order to ensure the health and safety of people visiting the Property at the request or invitation of the Agent.
- 14.3 In circumstances where the Client is a 'person conducting a business or undertaking' (as that term is defined in the HSWA 2015) the client must:
  - (a) comply with their obligations under the HSWA 2015 (and supporting regulations) at all times during the continuation of this Agreement; and
  - (b) consult, cooperate, and coordinate activities with the Agent and any other relevant party in respect of any work undertaken in relation to the sale or other disposal of the Property so as to ensure that all parties understand the nature of the work, the risks arising from the work, and the controls to be implemented to mitigate those risks so far as is reasonably practicable, and to enable the Client and the Agent to verify that the risks are being controlled and the work is being performed safely and in accordance with this Agreement.

## 15. LIST OF PROPERTY HAZARDS OR RISKS OR HAZARDOUS SUBSTANCES

- 15.1 The Client will assist the Agent in the preparation of a list of hazards or risks or hazardous substances that may be at the Property or affect the Property.
- 15.2 The Client acknowledges that the Agent will not be able to conduct any open homes or allow potential purchasers to view the Property until the list of hazards or risks or hazardous substances affecting the Property has been prepared by the Agent and agreed by the Client.

*Steps & ramp slippery when wet*

## 16. TOXICOLOGY (Initial next to applicable statements.)

The Client:	Initial here
agrees to have the Property tested for the preparation, manufacture or use of drugs (including, but not limited to, methamphetamine) and further acknowledges and agrees that the Agent will disclose the reading to any potential purchaser of the Property; or	
confirms that the Property has recently been tested for the preparation, manufacture or use of drugs (including, but not limited to, methamphetamine) and shall provide such results immediately to the Agent and acknowledges and agrees that the Agent will disclose the reading to any potential purchaser of the Property; or	
confirms that the Client has not tested the Property for the preparation, manufacture or use of drugs (including, but not limited to, methamphetamine).	

If at any time during the listing period a test is done and found to be positive, the vendor permits its agents to disclose all results. If permission is not granted the agent has the right to cancel this agreement.

## 17. USE OF MATERIALS

- 17.1 Any photographs or display material may be obtained, displayed, or used for promotional purposes by the Agent as necessary and be subsequently used by the Agent for promotional purposes, unless otherwise instructed in writing by the Client.

## 18. DISCLOSURE OF INFORMATION

- 18.1 The Client acknowledges that the Agent is required under the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 (**Rules**) to disclose known defects affecting the Property to purchasers or potential purchasers and not to withhold information that should by law or in fairness be provided to purchasers or potential purchasers. The Client also acknowledges that where it would appear likely that the Property may be subject to hidden or underlying defects, then the Agent is required to either:
  - (a) obtain confirmation from the Client, supported by evidence or expert advice, that the Property is not subject to defect; or
  - (b) ensure that purchasers or potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose.
- 18.2 If the Agent is unable to obtain confirmation under clause 18.1.(a), the Agent will inform purchasers and potential purchasers of any significant potential risk identified by the Agent consistent with rule 10.7(b) of the Rules. The Client authorises the Agent to make this disclosure.
- 18.3 If at any time during the term of the agency established by this Agreement the Client directs the Agent not to disclose to purchasers or potential purchasers any known defects or any significant potential risks for hidden or underlying defects identified by the Agent contrary to the terms of this Agreement or to the Rules, the Agent may then cancel this Agreement by written notice to the Client in accordance with clause 24. Cancellation shall be effective immediately upon receipt of such notice.

## 19. ADDITIONAL DISCLOSURES RELATING TO THE PROPERTY AND/OR THE LAND

## 20. DATA COLLECTION

- 20.1 The Client consents to the Agent providing the details of any agreement for the sale and purchase of the Property to the Real Estate Institute of New Zealand, upon such agreement becoming unconditional, for the purposes of collecting and compiling sales statistics.

## 21. CLIENT DUE DILIGENCE

- 21.1 The Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act) applies to the Agent and all other New Zealand real estate agents.

The AML/CFT Act requires the Agent to assess the money laundering and terrorist financing risk that the Agent may face in its business and to identify and report potentially suspicious activity. In order to make that assessment, the Agent is required to carry out customer due diligence if the Client has not engaged the Agent previously. In certain circumstances the Agent may be required to carry out customer due diligence even if the Client has previously engaged the Agent.

(Initial here)

Property Address: 54 MOREL STREET, OW HATA, ROTORUA

21.2 The Client acknowledges and agrees that:

- (a) The Agent may collect information about the Client to undertake customer due diligence and take any other steps that may be necessary to comply with the AML/CFT Act;
- (b) The Agent may use customer due diligence services (including electronic based services from a third party) to verify the Client's identity and conduct customer due diligence under the AML/CFT Act;
- (c) This agreement is not effective and a business relationship for the purposes of the AML/CFT Act is not formed until customer due diligence has been completed. Until customer due diligence has been completed the Agent is not able to perform any of its obligations under this agreement.
- (d) If the Client does not provide the necessary information or documents required to complete customer due diligence or the Agent at any stage suspects that the business relationship or transaction is unusual or otherwise breaches the AML/CFT Act, the Agent may:
  - (i) refuse to proceed with this agreement, suspend its obligations under this agreement, or terminate this agreement;
  - (ii) delay, block, or refuse to process a transaction; and
  - (iii) report a transaction.

**22. INDEMNITY**

22.1 The Client (and if more than one, jointly and severally) indemnifies the Agent, the licensees, Harcourts Group Limited, and any of their respective employees, agents, contractors and advisors against all costs, expenses, losses, damages, claims or other liability arising from a breach of this Agreement by the Client, including without limitation, the Client providing inaccurate information about the Property, or the Client omitting any material information in this Agreement or regarding the Property.

**23. CONFIDENTIALITY**

- 23.1 Unless provided in this Agreement or agreed between the parties in writing, neither party may disclose any information contained in this Agreement to a third party other than:
- (a) as required by law;
  - (b) in good faith and in proper furtherance of the objects of this Agreement;
  - (c) to those of their employees, officers, professional or financial advisers and bankers as reasonably necessary but only on a strictly confidential basis;
  - (d) to enforce a party's rights or to defend any claim or action under this Agreement; or
  - (e) where the information is already in the public domain.

**24. NOTICES**

- 24.1 Any notices given under or relating to this Agreement may be served or given by hand, mail, or email. If there is more than one set of contact details for the Client, then a copy of this Agreement and any notices may be sent to any one of them and notice to any person that is listed as a Client will be notice to all of them. Notices to the Client may also be sent to the Client's lawyer unless otherwise instructed.
- 24.2 This Agreement and notices under it will be deemed to have been received:
- (a) when delivered in person, at the time of delivery;
  - (b) if sent by mail, three (3) working days after being mailed; or
  - (c) if sent by email, when the email enters the recipient's information system.

**25. GENERAL**

- 25.1 The termination of this Agreement for any reason is without prejudice to any rights, powers, authorities, or remedies of the parties including the Agent's right to commission and reimbursement of the agreed marketing costs and/or expenses.
- 25.2 Except where expressly defined in this Agreement, the terms and expressions used in this Agreement will have the meaning ascribed to it under the REAA 2008.
- 25.3 Any reference to 'working day' will have the meaning ascribed to it under the REINZ/ADLS Agreement for Sale and Purchase of Real Estate, as updated or amended.

**26. CLIENT ACKNOWLEDGMENTS - PLEASE READ CAREFULLY**

**(This is a binding contract. Professional advice should be sought regarding the effect and consequences of clauses in this Agreement)**


26.1	<b>The Client acknowledges and agrees that, prior to signing this Agreement, the Client has been:</b>
/ (a)	recommended to seek legal and professional advice and a reasonable opportunity to do so was provided by the Agent;
/ (b)	recommended that the Client can, and may need to, seek technical or other advice and information and a reasonable opportunity to do so was provided by the Agent;
/ (c)	given a copy of the Real Estate Authority's (REA) Approved Guide as to Residential Property Agency Agreements and Sale and Purchase Agreements. Further information on agency agreements and contractual documents is available from the REA at <a href="http://www.rea.govt.nz">www.rea.govt.nz</a> ;
/ (d)	advised about Harcourts' complaints and disputes resolution processes which can be found at <a href="http://www.harcourts.co.nz">www.harcourts.co.nz</a> under the Consumer Advice tab;
/ (e)	advised that the Client and customers may access the REA's complaints process without first using Harcourts' complaints process and that any use of Harcourts' complaints process does not preclude a complaint to the Authority;
/ (f)	advised and has had an explanation of the circumstances in which the Client could be liable to pay full commission to more than one agent in the event a transaction is concluded;
/ (g)	advised when this Agreement comes to an end;
/ (h)	made aware of the various possible methods of sale and how the chosen method could impact on the individual benefits that the licensees may receive;
/ (i)	made aware of the Agent's disclosure obligations as set out in this Agreement;
/ (j)	given an appraisal for the Property in writing or where no directly comparable or semi-comparable sales data exists, this has been explained in writing;
/ (k)	given a copy of the Agent's standard Pre-auction Offer Form(s) and Procedures and the Client confirms that the Agent has thoroughly explained such Form(s) and Procedures and the nature and implications of accepting a pre-auction offer to the Client.

(Initial here)



27. EXECUTION

- 27.1 I / we have read, understood, and agree to the above terms.
- I / we acknowledge that a duplicate of this Agreement was left with me at signature.
- I / we agree that the Agent may disclose the listing and sale details of this Property for the legitimate conduct of the Agent's real estate agency business.
- I / we agree that Harcourts may contact me/us to survey for client satisfaction.

Signature of Client(s):  \_\_\_\_\_  
**Position:** Owner/Director/Trustee/Attorney/Authorised Signatory

Signature of Client(s): 20/5/2021 \_\_\_\_\_  
**Position:** Owner/Director/Trustee/Attorney/Authorised Signatory

Signature of Client(s): \_\_\_\_\_  
**Position:** Owner/Director/Trustee/Attorney/Authorised Signatory

Signature of Client(s): \_\_\_\_\_  
**Position:** Owner/Director/Trustee/Attorney/Authorised Signatory

Signed on behalf of the Agent:  \_\_\_\_\_ Date: 20/5/2021 at \_\_\_\_\_ am/pm