

Disclosure to Purchaser

prior to entry into an Agreement for Sale and Purchase

We hereby acknowledge and consent to the following matters relative to the sale of the property located at:

Property Address: 20B Invercargill Drive, Kelson	Purchaser to Initial
1. That we are not an overseas buyer as defined by the Overseas Investment Act 2005, and no director, trustee or nominee under this Agreement for Sale and Purchase is an overseas buyer. <i>If you are an overseas buyer, please strike out the word 'not' above.</i> <i>If you are an overseas buyer or are unsure as to your status, we recommend you seek legal advice before signing any offer.</i>	
2. That we were provided with the New Zealand Residential Property Sale and Purchase Agreements Guide .	
3. That we entered into this Agreement for Sale and Purchase freely and voluntarily, without any undue influence or duress , and Redcoats recommended to us and gave us reasonable opportunity to seek legal, tax, technical or specialist advice before signing. We understand that once signed, this will be a binding contract with only restricted rights of termination.	
4. That if we are signing this agreement on behalf of another party , we have authority to bind the party named as 'vendor' or 'purchaser' on the front page.	
5. That we were provided with a copy of the Record of Title to the property, and we were advised to have a Title Search done by our solicitor as a condition of any offer that we make, so that the Title could be explained in more detail.	
6. That we were advised to obtain our own LIM / Building Report and/or Toxicity Test . <i>If we require a Toxicity Test, we understand that we must first obtain the written permission of the vendor to conduct this test by using the appropriate condition in our offer, and that a Toxicity Test cannot be done as part of our Building Report. Also, that any report provided by the vendor may not be relied upon by a third party.</i>	
7. That where a LIM has been provided by the vendor , Redcoats advised us to do our own due diligence with regards to the Natural Hazards section . Redcoats has reviewed the summary of the linked reports but has not reviewed the individual linked reports.	
8. That we were provided with the following documents :	
9. That some insurance companies are not currently writing new business and we should check whether we can get insurance , either prior to submitting an offer or as a condition of our offer, particularly if the home is in or near an area GWRC identifies as at risk of sea level rise . We acknowledge the agent recommended we check the Wellington Water Web Map for flood risk in Hutt City: https://wellingtonwater.maps.arcgis.com/apps/MapSeries/index.html?appid=d2c1de318f464ef38a95d3e6438f4bc0 .	
10. That any house built of monolithic cladding, either Polystyrene or Harditex with a plastered finish and typically built between 1990 and 2006, may be prone to watertightness issues and Redcoats recommend we seek our own expert advice .	
11. That if the property is on a Unit Title , we were provided with the Pre-Contract Disclosure Statement at least 24 hours prior.	
12. That all private rental housing (including boarding houses) must be compliant with the Healthy Homes Insulation Standard and the Residential Tenancies Act. Information can be found on tenancy.govt.nz .	
13. That neither we nor any person associated with us has a relationship as defined in section 137 of the Real Estate Agents Act 2008, with the licensee (<i>eg: the purchaser is related to a Professionals, Redcoats Limited staff member</i>). OR Disclosure of relationship is:..... (Complete and attach Form 2 under section 134 REAA 2008).	
14. Agent disclosure of any relationship between the vendor and the licensee is: <i>Applies where a person related to the licensee may get a financial benefit from the transaction – s 136 REAA 2008 (eg: the vendor is related to a Professionals, Redcoats Limited staff member). Note: A licensee means an agent, branch manager or salesperson.</i>	
15. Any other relevant disclosure:	
16. That Redcoats made us aware that there may be another offer being made on the property and we acknowledge that the offer we have made is our best offer and we have been made aware that we may not have a chance to make a better offer and that we may be unsuccessful if our offer is not accepted.	
17. That Redcoats adheres to all privacy legislation in New Zealand. A copy of our Privacy Policy is available at https://redcoatsprofessionals.co.nz/privacy-policy .	
18. That we have been made aware of Redcoats' complaints procedure , whereby if we have a complaint, we are best to first discuss the issue with the agent or staff member we've been dealing with. If this does not resolve the issue, we can contact the office on 04 566 2233 and ask to speak to the branch manager or submit feedback in writing to info@redcoats.co.nz . We are aware of our option of accessing the Real Estate Authority (REA) complaints process on rea.govt.nz .	

SIGNED

Purchaser: Date: Time: am/pm

Name Printed:

Purchaser: Date: Time: am/pm

Name Printed:

On behalf of Agent: Date: Time: am/pm