

Information Pack For 161 Halswell Road, Hoon Hay



Professionals Christchurch LimitedMREINZ - Licensed Real Estate Agent **W** prof.co.nz

33 Halswell Road Hoon Hay Christchurch 8025 **P** 03 338 5924 **F** 03 338 1480 **E** service@prof.co.nz







FOR SALE



STEP ONTO THE PROPERTY LADDER IN STYLE!

Set back from the road, this is an ideal first home offering generous proportions and a smart layout for modern living. Inside are three large bedrooms, each equipped with built-in wardrobes. The heart of the home is the open-plan kitchen and dining area. A separate sunny living room, complete with a heat pump, ensures year-round comfort. Recent landscaping enhances the appeal of the fully fenced section.

AGENTS

Murray Lloyd - 027 288 7355 murrayl@prof.co.nz

ADDRESS

161 Halswell Road, Hoon Hay, 8025

Professionals Christchurch Limited

33 Halswell Road, Hoon Hay p. 03 338 5924 professionals.co.nz/PROF04587 Licensed REAA 2008







Earthquake Claim and Insurance Information Disclosure

Pro	perty Address:	20		
1.	Have you lodged a claim with EQC? If yes, what is your EQC claim/s number/s? CCM 2011/05	Yes / No		
2.	If yes, what is your EQC claim/s number/s?	50 0 7 5		
3.	Has EQC inspected the property?	Yes / No		
4.	If yes, when was the property inspected?			
5.	Can you supply all EQC paperwork to us?	Yes / No		
6.	Who are you insured with?	ce		
7.	What is your policy number? <u>ALL 03938</u>	876 /		
8.	Can you supply the most recent renewal notice (which includes the flo	or area)? Yes / No		
9.	Have you lodged a claim/s with your private insurer?	Yes / No		
	If yes, what is your claim/s number/s?			
10.	Has your private insurer inspected the property?	Yes / No		
	If so when?			
11.	Can you supply all private insurer paperwork to us?	Yes / No		
12.	Have repairs been completed and signed off?	or EQC Yes / No For Insurance Yes / No		
	OR, are repairs scheduled to be completed? For EQC Y	es / No For Insurance Yes / No		
	If yes, when are repairs scheduled to be completed?			
	OR, have you received a cash pay-out and arranged completion o	f repairs yourself?		
	For EQC Y	es / No For Insurance Yes / No		
	OR if you do not plan to complete repairs will you transfer the casi	n pay-out to the Purchasers so that they can complete?		
	For EQC Y	es / No For Insurance Yes / No		
	claration: e declare that to the best of our knowledge the above information is true	e and correct.		
and	e authorise Professionals Christchurch Limited to release the above info further, give permission for any potential purchaser to contact our insu- policy.			
Vei	ndor: Date: Z	6/7/25 atam/pm		
100	ndor: Date: authorised signatory)	at am/pm		





11 April 2025



Landlord Insurance

Policy number AHL029288767

Period of insurance 07/05/25 to 07/05/26

Amount due by 07/05/25 \$1,669.57

Last year's premium* \$1,632.90 2.2% increase

Visit **aainsurance.co.nz/premiums** for information on what can influence premiums, or call us to discuss your cover and ensure it's right for you.

*This figure may be based on a 'like-for-like' calculation if changes have occurred on your policy.

Thanks for choosing us.

Dear Ms Marshall,

Thanks for trusting us to protect your rental home. We're pleased to say many Kiwis feel the same, as we've been voted New Zealand's Most Trusted General Insurer*.

Your current rental home sum insured figure is in the enclosed policy schedule. Now's a good time to check this information is up-to-date. For help calculating your sum insured, visit

aainsurance.co.nz/home-insurance/landlord-insurance

We're giving you AA Home Response with your landlord policy.

AA Home Response is a pay per call out subscription service that connects you to qualified, reliable AA Home tradespeople for a range of home emergencies. We'll cover the cost of your subscription for the time you hold this policy with us, and you'll pay upfront for any callouts. Whether it's a blocked pipe, a power issue, or you lock yourself out, you can get these things fixed anytime with just one call to AA Home. Find out more, upgrade to AA Home Response Plus or view terms and conditions for AA Home at aahome.co.nz

Paying your premium.

You'll find the amount due below, along with some quick and easy payment options. To ensure your rental home stays protected, we'll need to have received your payment before **7 May 2025**.

We're here to help.

Keep in mind that we offer different options to help you tailor your cover, as well as ways to help you manage your premium cost. For full details, exclusions and limitations please read your policy document found at aainsurance.co.nz/policy-documents. If you have any questions, simply give us a call on 0800 500 213.

Thanks again for choosing us.

Kind regards

The AA Insurance Team

We're here to get things sorted.

0800 500 213

aainsurance.co.nz

Insurance

*Voted Most Trusted General Insurer in the Reader's Digest Trusted Brands Survey

Payment information.

Your details:

 Customer PRN
 201329288767

 Policy number
 AHL029288767

 Amount due
 \$1,669.57

 Please pay by
 7 May 2025

Ways to pay:

Credit or debit card: go to aainsurance.co.nz/pay or phone 0800 500 213

Internet banking:

- search for **AA Insurance Premium** as the Bill Payee so we can track your payment
- enter your Customer PRN (Payment Reference Number) **201329288767** in the Particulars field.

AA Centres: go to aainsurance.co.nz/locator to find your nearest AA Centre.



Your Landlord Insurance premium.

Type of cover	Base premium	Fire and Emergency levy	Natural Hazards Insurance levy	GST	Total amount
161 Halswell Rd, Hillmorton, Christchurch					
Landlord Insurance	\$852.30	\$119.50	\$480.00	\$217.77	\$1,669.57

Tax Invoice: GST No: 22-514-784 AA Insurance Limited.

This becomes a tax invoice on payment of the total premium.

Taxes and Levies:

The following are legal requirements, and are charged by the Government. These are included in your premium.

- Fire and Emergency levy paid to Fire and Emergency New Zealand
- Natural Hazards Insurance levy paid to Natural Hazards Commission Toka Tü Ake*
- · Goods and Services Tax (GST).

Premium discounts:

For more information on discounts we offer, see aainsurance.co.nz/discount-terms

AA Member Discount. As you're an AA Member, you've received a member discount.

*Please note, effective from 1 July 2024 the Fire and Emergency levy will be increasing, meaning you may see a change to your premium. Additionally, from the same date, the Earthquake Commission will be known as Natural Hazards Commission Toka Tū Ake. Visit aainsurance.co.nz/levies for the most up-to-date information.

Fair Insurance Code:



AA Insurance is a member of the Insurance Council of New Zealand, who has developed the Fair Insurance Code. This Code sets out industry best-practice standards, which its members must comply with. A copy of this Code is available at **icnz.org.nz**

Why it's great being insured with us:



Stress free claims

It's easy to make a claim anywhere, anytime. Simply lodge your claim online and a member of our team will be in touch as soon as possible.



Award-winning service and cover

You can relax knowing you're covered by New Zealand's Most Trusted General Insurer.
We've also picked up Quality Service Awards for our Car Insurance and Home and Contents Insurance.



Personal Customer Manager

If you make a claim, your personal Customer Manager will guide you through the entire process, making sure everything goes smoothly.



More options, better value

We have a range of discounts to help you save on your premium, such as AA Member Discounts. Plus, our flexible excess options allow you to choose a higher excess for a lower premium.











 Date
 11 April 2025

 Policy number
 AHL029288767

 Period of insurance
 7 May 2025 to 7 May 2026

Page 1 of 2

Policy Schedule

Thanks for insuring your rental home with us. Here's your policy schedule which outlines what you've insured. It should be read together with your policy document found at **aainsurance.co.nz/policy-documents** so you know what's included in your cover. Please ensure you read this information and our Privacy Policy carefully and let us know if anything is incorrect or incomplete. If you need to make changes, **get in touch** and we'll help you put things right.

Who's insured

*Main Policy Contact

About your cover

Insured address

161 Halswell Road Hillmorton, Christchurch 8025

Rental home sum insured

\$522,600

Interested party

None

Optional benefits

You've chosen to not include landlord contents cover

You've chosen to not include extended landlord cover

Excess details

The following will always apply in the event of a claim:

Rental home excess.....\$1,000

The following additional excesses only apply under certain circumstances:

Unoccupied excess......\$1,000
If your home is unoccupied for longer than 60 days.
Natural hazard excess......\$5,000
For items not otherwise covered by NHCover.

About your rental home

Type of home:	Freestanding home
Total size:	112sqm
Year built:	1970
Number of storeus:	One

Additional rental home features

Providing accurate and up-to-date information

You must tell us immediately if any of the following happen:

- you or any owner of your rental home are convicted of any criminal offence
- you or any owner of your rental home have any insurance policy or claim avoided, declined, cancelled, not renewed, or have special terms imposed
- you change the nature of occupancy of your rental home
- your rental home will undergo any structural alterations or structural additions
- · you change the use of your rental home.

See your policy document for full details.

Your policy document can be found online at aainsurance.co.nz/policy-documents



Our Financial Strength Rating

AA Insurance Limited has an **AA-Very Strong Insurer Financial Strength Rating** given by Standard and Poor's.

The rating scale is:

AAAExtremely StrongAAVery StrongAStrongBBBGoodBBMarginalBWeakCCCVery WeakCCExtremely Weak

SD Selective Default **D** Default

The rating from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show the relative standing within the major rating categories.

For more information on the above summary of our rating, please visit

spglobal.com/ratings/en/about/intro-to-creditratings

Privacy Policy

By taking out an insurance policy with AA Insurance:

- You agree to us collecting, holding, using and sharing your information for the purpose of conducting our business, managing claims and providing you with insurance products and services.
- You agree to us sharing your information with, and obtaining your information from other insurance companies, the Insurance Claims Register Ltd, assessors, investigators, suppliers and any other parties that we consider necessary to evaluate and administer any insurance and/or claims.
- You agree to us and our Partner organisations (such as Suncorp New Zealand and the New Zealand Automobile Association Incorporated) and our affiliated organisations sharing your information for the purpose of conducting marketing analysis, market research and sending you information about products and services. This may occur by post, email, SMS or any other means. You can change your preferences at any time by contacting us.
- When you give us information about another person (for example, when a policy is held in a joint or company name), you confirm that you are authorised to do so, and will provide them with a copy of all documentation, including this Privacy Policy.
- We may record and monitor our calls and communications with us for validation, training and quality assurance purposes.
- The information you give us may be stored in electronic format, including in Cloud storage. We will always do our best to ensure your information is securely stored, whether in New Zealand or overseas.
- You can ask us for access to, and correction of information we hold about you at any time pursuant to the Privacy Act.

We're here to get things sorted.

0800 500 213

aainsurance.co.nz



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD

Search Copy



Identifier CB11K/317

Land Registration District Canterbury

Date Issued 20 July 1972

Prior References

CB7B/489

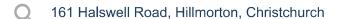
Estate Fee Simple

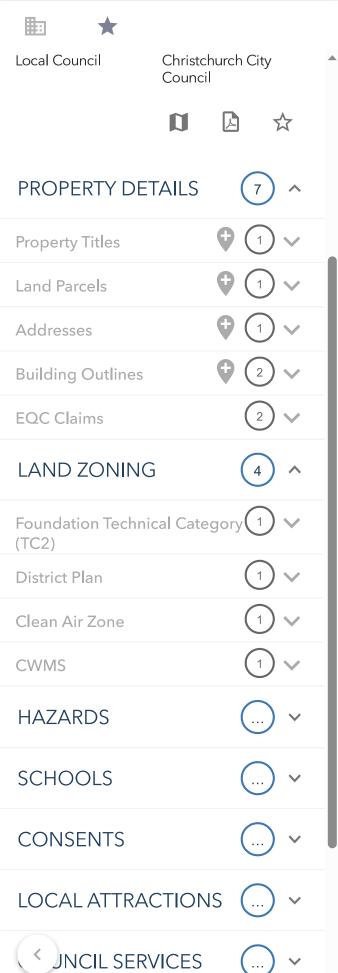
Area 620 square metres more or less
Legal Description Lot 20 Deposited Plan 26552

Registered Owners

Interests

Subject to Section 59 Land Act 1948







Availability in visible map: available unavailable

Land Information New Zealand, Environment C... Powered by Esri

X

7/29/25, 4:33 PM Rates information

Property Information

Property address	161 HALSWELL ROAD, HOON HAY, CHRISTCHURCH	
Legal description	Lot 20 DP 26552	
Property area (hectares)	0.0620	
Valuation number	22970 18400	

Latest rating valuation

Note: This is based on market conditions as at 1 August 2022.

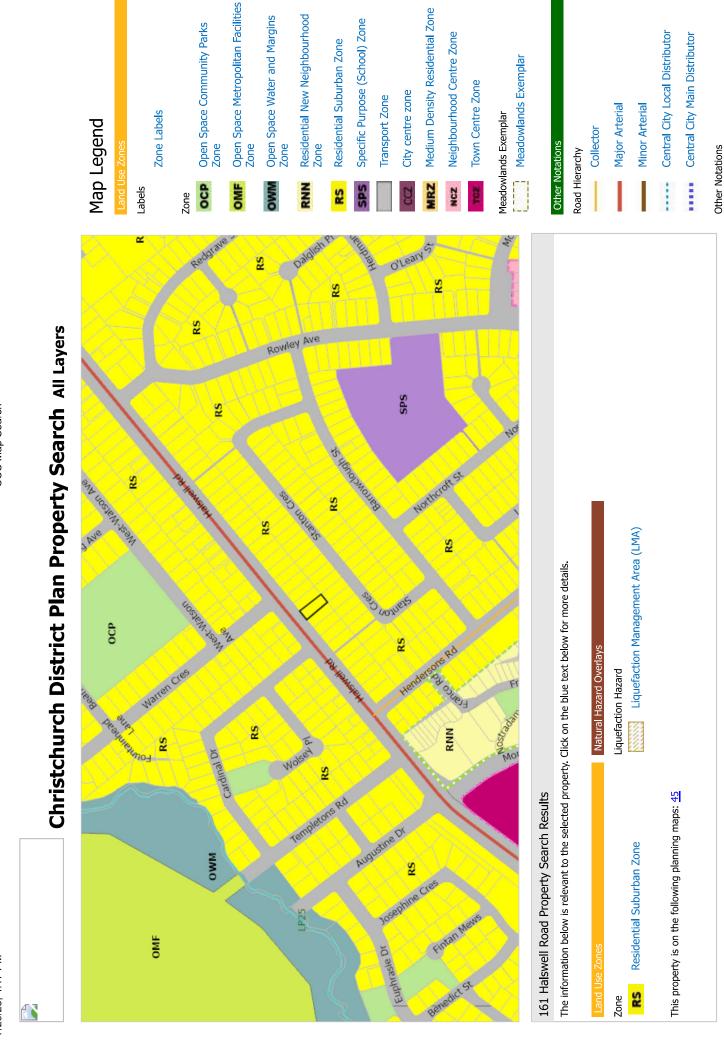
If your valuation is adjusted mid-year, this may not adjust your rates until the following 1 July. The next city-wide revaluation will be applied from 1 July 2026.

Land value	\$370,000
+ Value of improvements	\$230,000
= Capital value	\$600,000
Rates information	

Rate account number	73018650
Current rating year	2025/2026
Current year rates instalments	Instalment 1: \$929.14 Instalment 2: \$929.14 Instalment 3: \$929.14 Instalment 4: \$929.33
Current year's rates	\$3,716.75

Up-to-date valuations: Amended valuations, as a result of new improvements to a property or settled objections, may not show on our website for up to 3 weeks.

CCC Map Search 7/29/25, 4:17 PM



1/2

CCC Map Search 7/29/25, 4:17 PM

The Property Search function is a tool to assist with navigating to particular properties or areas. The data used in the Property Search tool has been derived from the planning maps. All due care has been taken by the Christchurch City Council to ensure the information is accurate and reflects the information on the planning maps. However, the information and maps shown through the Property Search function are not the planning maps themselves. Users are recommended to refer also to the planning maps. The Property Search function page provides a direct link to the planning maps at the bottom of the information relevant to the property.

Christchurch City Council accepts no liability for any error, omission, or inaccuracy of the information or from any use of or reliance on the information provided through the Property Search function.

Policy 3 Area

Qualifying Matters

District Plan Waterway

Downstream Waterway (except Mona Vale)

Downstream Waterway (Mona Vale) **Environmental Asset Waterway**

Electrical Transmission Corridors

Electricity Transmission Corridors and Infrastructure

2/2



Customer Services
P. 03 353 9007 or 0800 324 636

PO Box 345 Christchurch 8140

P. 03 365 3828 F. 03 365 3194 E. ecinfo@ecan.govt.nz

www.ecan.govt.nz

Dear Sir/Madam

Thank you for submitting your property enquiry from our Listed Land Use Register (LLUR). The LLUR holds information about sites that have been used or are currently used for activities which have the potential to cause contamination.

The LLUR statement shows the land parcel(s) you enquired about and provides information regarding any potential LLUR sites within a specified radius.

Please note that if a property is not currently registered on the LLUR, it does not mean that an activity with the potential to cause contamination has never occurred, or is not currently occurring there. The LLUR database is not complete, and new sites are regularly being added as we receive information and conduct our own investigations into current and historic land uses.

The LLUR only contains information held by Environment Canterbury in relation to contaminated or potentially contaminated land; additional relevant information may be held in other files (for example consent and enforcement files).

Please contact Environment Canterbury if you wish to discuss the contents of this property statement.

Yours sincerely

Contaminated Sites Team

Property Statement from the Listed Land Use Register



Visit ecan.govt.nz/HAIL for more information or contact Customer Services at ecan.govt.nz/contact/ and quote ENQ422944

Date generated: 29 July 2025 Land parcels: Lot 20 DP 26552



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance



Sites within enquiry area

There are no sites associated with the area of enquiry.

More detail about the sites

There are no sites associated with the area of enquiry.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the

Our Ref: ENQ422944

accuracy or completeness of this information. It is released only as a copy of Environment Canterbury's records and is not intended to provide a full, complete or totally accurate assessment of the site. It is provided on the basis that Environment Canterbury makes no warranty or representation regarding the reliability, accuracy or completeness of the information provided or the level of contamination (if any) at the relevant site or that the site is suitable or otherwise for any particular purpose. Environment Canterbury accepts no responsibility for any loss, cost, damage or expense any person may incur as a result of the use, reference to or reliance on the information contained in this report.

Any person receiving and using this information is bound by the provisions of the Privacy Act 1993.



Listed Land Use Register

What you need to know



Everything is connected

What is the Listed Land Use Register (LLUR)?

The LLUR is a database that Environment Canterbury uses to manage information about land that is, or has been, associated with the use, storage or disposal of hazardous substances.

Why do we need the LLUR?

Some activities and industries are hazardous and can potentially contaminate land or water. We need the LLUR to help us manage

Section 30 of the Resource Management Act (RMA, 1991) requires Environment Canterbury to investigate, identify and monitor contaminated land. To do this we follow national guidelines and use the LLUR to help us manage the information. The information we collect also helps your local district or city council to fulfil its functions under the RMA. One of these is implementing the National Environmental Standard (NES) for Assessing and Managing Contaminants in Soil, which came into effect on 1 January 2012.

For information on the NES, contact your city or district council.

How does Environment Canterbury identify sites to be included on the LLUR?

We identify sites to be included on the LLUR based on a list of land uses produced by the Ministry for the Environment (MfE). This is called the Hazardous Activities and Industries List (HAIL). The HAIL has 53 different activities, and includes land uses such as fuel storage sites, orchards, timber treatment yards, landfills, sheep dips and any other activities where hazardous substances could cause land and water contamination.

We have two main ways of identifying HAIL sites:

- We are actively identifying sites in each district using historic records and aerial photographs. This project started in 2008 and is ongoing.
- We also receive information from other sources, such as environmental site investigation reports submitted to us as a requirement of the Regional Plan, and in resource consent applications.

'The Hazardous Activities and Industries List (HAIL) can be downloaded from MfE's website www.mfe.govt.nz, keyword search HAIL

How does Environment Canterbury classify sites on the LLUR?

Where we have identified a HAIL land use, we review all the available information, which may include investigation reports if we have them. We then assign the site a category on the LLUR. The category is intended to best describe what we know about the land use and potential contamination at the site and is signed off by a senior staff member.

Please refer to the Site Categories and Definitions factsheet for further information.

What does Environment Canterbury do with the information on the LLUR?

The LLUR is available online at www.llur.ecan.govt.nz. We mainly receive enquiries from potential property buyers and environmental consultants or engineers working on sites. An inquirer would typically receive a summary of any information we hold, including the category assigned to the site and a list of any investigation reports.

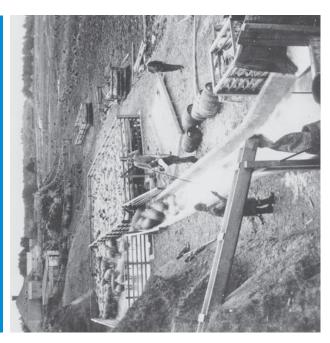
We may also use the information to prioritise sites for further investigation, remediation and management, to aid with planning, and to help assess resource consent applications. These are some of our other responsibilities under the RMA.

If you are conducting an environmental investigation or removing an underground storage tank at your property, you will need to comply with the rules in the Regional Plan and send us a copy of the report. This means we can keep our records accurate and up-to-date, and we can assign your property an appropriate category on the LLUR. To find out more, visit www.ecan.govt.nz/HAIL.



IMPORTANT

The LLUR is an online database which we are continually updating. A property may not currently be registered on the LLUR, but this does not necessarily mean that it hasn't had a HAIL use in the past.



Sheep dipping (ABOVE) and gas works (TOP) are among the former land uses that have been identified as potentially hazardous. (Photo above by Wheeler & Son in 1987, courtesy of Canterbury Museum.)

My land is on the LLUR – what should I do now?

IMPORTANT! Just because your property has a land use that is deemed hazardous or is on the LLUR, it doesn't necessarily mean it's contaminated. The only way to know if land is contaminated is by carrying out a detailed site investigation, which involves collecting and testing soil samples.

You do not need to do anything if your land is on the LLUR and you have no plans to alter it in any way. It is important that you let a tenant or buyer know your land is on the Listed Land Use Register if you intend to rent or sell your property. If you are not sure what you need to tell the other party, you should seek legal advice.

You may choose to have your property further investigated for your own peace of mind, or because you want to do one of the activities covered by the National

the activities covered by the National Environmental Standard for Assessing and Managing Contaminants in Soil.

Your district or city council will provide further information.

If you wish to engage a suitably qualified experienced practitioner to undertake a detailed site investigation, there are criteria for choosing a practitioner on www.ecan.govt.nz/HAII.



I think my site category is incorrect – how

can I change it?

If you have an environmental investigation undertaken at your site, you must send us the report and we will review the LLUR category based on the information you provide. Similarly, if you have information that clearly shows your site has not been associated with HAIL activities (eg. a preliminary site investigation), or if other HAIL activities have occurred which we have not listed, we need to know about it so that our records are accurate.

If we have incorrectly identified that a HAIL activity has occurred at a site, it will be not be removed from the LLUR but categorised as Verified Non-HAIL. This helps us to ensure that the same site is not re-identified in the future.

Contact us

Property owners have the right to look at all the information Environment Canterbury holds about their properties.

It is free to check the information on the LLUR, online at www.llur.ecan.govt.nz.

If you don't have access to the internet, you can enquire about a specific site by phoning us on (03) 353 9007 or toll free on 0800 EC INFO (32 4636) during business hours.

Contact Environment Canterbury:

Email: ecinfo@ecan.govt.nz

hone:

Calling from Christchurch: (03) 353 9007
Calling from any other area: 0800 EC INFO (32 4636)



Promoting quality of life through balanced resource management.

Everything is connected

www.ecan.govt.nz

E13/101

Listed Land Use Register Site categories and definitions

When Environment Canterbury identifies a Hazardous Activities and Industries List (HAIL) land use, we review the available information and assign the site a category on the Listed Land Use Register. The category is intended to best describe what we know about the land use.

If a site is categorised as **Unverified** it means it has been reported or identified as one that appears on the HAIL, but the land use has not been confirmed with the property owner.

If the land use has been confirmed but analytical information from the collection of samples is not available, and the presence or absence of contamination has therefore not been determined, the site is registered as:

Not investigated:

- A site whose past or present use has been reported and verified as one that appears on the HAIL.
- The site has not been investigated, which might typically include sampling and analysis of site soil, water and/or ambient air, and assessment of the associated analytical data.
- There is insufficient information to characterise any risks to human health or the environment from those activities undertaken on the site. Contamination may have occurred, but should not be assumed to have occurred.

If analytical information from the collection of samples is available, the site can be registered in one of six ways:

At or below background concentrations:

The site has been investigated or remediated. The investigation or post remediation validation results confirm there are no hazardous substances above local background concentrations other than those that occur naturally in the area. The investigation or validation sampling has been sufficiently detailed to characterise the site.

Below guideline values for:

The site has been investigated. Results show that there are hazardous substances present at the site but indicate that any adverse effects or risks to people and/or the environment are considered to be so low as to be acceptable. The site may have been remediated to reduce contamination to this level, and samples taken after remediation confirm this.



Managed for:

The site has been investigated. Results show that there are hazardous substances present at the site in concentrations that have the potential to cause adverse effects or risks to people and/or the environment. However, those risks are considered managed because:

- the nature of the use of the site prevents human and/or ecological exposure to the risks; and/or
- the land has been altered in some way and/or restrictions have been placed on the way it is used which prevent human and/or ecological exposure to the risks.

Partially investigated:

The site has been partially investigated. Results:

- demonstrate there are hazardous substances present at the site;
 however, there is insufficient information to quantify any adverse effects or risks to people or the environment; or
- do not adequately verify the presence or absence of contamination associated with all HAIL activities that are and/or have been undertaken on the site.

Significant adverse environmental effects:

The site has been investigated. Results show that sediment, groundwater or surface water contains hazardous substances that:

- have significant adverse effects on the environment; or
- are reasonably likely to have significant adverse effects on the environment.

Contaminated:

The site has been investigated. Results show that the land has a hazardous substance in or on it that:

- has significant adverse effects on human health and/or the environment; and/or
- is reasonably likely to have significant adverse effects on human health and/or the environment.

If a site has been included incorrectly on the Listed Land Use Register as having a HAIL, it will not be removed but will be registered as:

Verified non-HAIL:

Information shows that this site has never been associated with any of the specific activities or industries on the HAIL.

Please contact Environment
Canterbury for further information:





Healthy Homes Standards - Current Level of Compliance

rieality riotties of	andarus - Guirent L	ever or Compliance		
161 Halswell Road, Hillmorton, Christchurch				
Heating				
Description of Heater 1: Heat Pump Description of Heater 2: Description of Heater 3:		Capacity (kW): Capacity (kW):	7.10 0.00 0.00 7.10	
Heating Exemption: No Date of Heating Compliance: 30/03/2021 Comments: No.	Heating Compliant: Yes	,	6.60	
Insulation				
Last Checked: 23/03/2021 Insulation Compliant: Yes Location Insulated Type Walls Unsure n/a	Checked By: Insulation Co Date of Insulation Compliance: Value Condition n/a n/a	•		
Ceilings Yes Pink Batts + Bradford Gold.	R5.0 Good.	·		
Floors Yes Mammoth Poly. Blanket Exemptions: No.	NI.0 G000.			
Ventilation and Habitable Spaces				
•				
Installation Date of Extractor Fans: Comments: No. Are the extractor fans compliant with Health Does the extractor fan vent externally? Comments (previously related to 'ventilation No.		Yes Yes		
Does the property have a mechanical ventila	ation system?	No		
Exemption: No.	Reason of Exemption	ı: n/a		
· · · · · · · · · · · · · · · · · · ·	N/A Kitchen: Exhaus			
		ust Capacity (I/s) N/A st Capacity (I/s) N/A		
		ust Capacity (I/s) N/A		
All Habitable Spaces: Yes	Some Habitable			
State which rooms meet the requirement All Rooms.	State which room	ns don't meet the requirement		
	:: Yes Date of Ventilation and Installed before 1 July 2019 and vent n. Installed before 1 July 2019 and vent		21	
Moisture and Drainage				
Does the property have gutters and down pi water and ground water to an appropriate of Does the property have any enclosed subflo	itfall?	r, surface Yes Yes		
Has a ground moisture barrier been installed	•			
Complies: Yes	Date of Moisture and Drainage C			
·	und Vapour Barrier.			
Draught Stopping				
Does the property have any open fireplaces Is the property free from unintentional and u allow noticeable draughts in or out of the bu	nreasonable gaps or holes that Yes			
Final Compliant Statement				
Is the property Healthy Homes compliant? Comments or Exemption details:	Yes Date of Final Compliano (FINAL) HHS Inspected 01.09.2020			
Declaration				
We <u>Harcourts Holmwood Property Management - Sherborne</u> as agent for the landlord, declare that the information contained in this statement is true and correct as at the date of signing.				
Signed by	(LANDLORDS)	Date signed		



Deadline Sale Process

The sale will be conducted on the following basis:

- 1. In the event that more than one offer has been made for the property then the sale will become a Multi-Offer and the following will apply:
 - (a) That the Salesperson will advise the Purchasers that there is more than one offer on the property.
 - (b) That the Purchasers should make the best offer they can.
 - (c) The Vendor may accept or reject any or all offers at the Vendor's sole discretion.
 - (d) The Vendor may again at their sole discretion:
 - Choose not to accept any offers made, or
 - Counter offer with one and only one of the purchasers, or
 - Negotiate with one and only one of the Purchasers, or
 - Negotiate with more than one of the Purchasers
- 2. The Vendor reserves the right to consider offers prior to the deadline
- 3. In the event that offers are being presented to the Vendor prior to the deadline, all parties who have registered their interest in the property will be notified of the date and time that offers will be presented to the Vendor. Purchasers are urged to register their interest in the property in writing at the first available opportunity.
- 4. That the terms and conditions of any offer will remain confidential to the Purchaser and the Agent or Salesperson drafting our offer.
- 5. The Vendor reserves the right to extend the deadline. Should the deadline be extended then all Purchasers who have registered an interest in the Property will be advised by the Salesperson at the first available opportunity.



Can you buy a home in New Zealand to live in?

Most overseas people are not able to buy homes in New Zealand to live in, but some can apply to the Overseas Investment Office for consent.

You don't need consent if...



- You are a New Zealand, Australian or Singaporean citizen.
- You have a New Zealand, Australian or Singaporean Permanent Resident visa and live in New Zealand.*
- You have a New Zealand Resident visa and live in New Zealand.*

*You have lived in New Zealand for at least 183 days in the past 12 months

You must apply for consent to buy one home to live in if...



- You have a New Zealand Permanent Resident or Resident visa and do not live in New Zealand.*
- You have an Australian or Singaporean Permanent Resident visa and do not live in New Zealand.*

*To get consent you'll need to live in New Zealand, and if you stop living here, you'll have to sell.

You can't buy one home to live in if...



 You have a Temporary visa, such as a visitor, student, working holiday, or work visa (you don't have a Permanent Resident or Resident visa).

There are other ways you may be able to invest in property.

Check if you can buy

Visit the Ministry of Business, Innovation & Employment website at https://www.newzealandnow.govt.nz/overseas



What types of homes are affected?

These laws apply to homes that are classed as 'residential' or 'lifestyle' on the District Valuation Roll. You can check properties on websites, such as www.qv.co.nz, or ask the local council.



Everyone must make a 'Statement'

All buyers must complete a Residential Land Statement to say whether they are eligible to buy. Your conveyancer can help you do this.

If you must apply or cannot buy, it is especially important that you first talk to your conveyancer before you sign the sale and purchase agreement. If you need to sign it urgently, you can make the agreement conditional on the consent of the Overseas Investment Office.

If you need consent, but sign an unconditional agreement without it, you may face significant penalties. If you make a false statement, you could be fined up to \$300,000.

Apply for consent

To apply to the Overseas Investment Office for consent to buy one home to live in visit www.linz.govt.nz/oio/live.

Learn more

This leaflet gives general guidance for people who want to buy a home to live in. There are special rules for overseas people who want to invest in New Zealand property, but not live in it, including buying rental property or land that is rural or next to a lake, river, reserve or the sea.

These rules are complex, and you will need the help of a New Zealand property lawyer. Visit the Overseas Investment Office at www.linz.govt.nz/oio to learn more.

From 1 July 2018, lawyers and conveyancers are required to verify the identity¹ of their clients in accordance with anti-money laundering legislation. If your lawyer cannot verify your identity in line with the legislation, they will not be able to act for you. If your lawyer cannot act for you, you may not be able to satisfy the conditions of your property purchase and will not be able to settle your property purchase or sale.

As identity verification can take days and sometimes weeks if a trust or company is involved, we **strongly recommend** that you contact your lawyer as soon as possible to have your identity verification completed.

The below gives an **indication** of some the documents your lawyer may ask you to present in person or as a certified document as part of this process:



Individuals:

Passport, NZ Firearms Licence or NZ Driver Licence with another document such as a bank statement or statement issued by a Government agency. You will also need to provide a document with your residential address (for example, a utility bill).



Trusts:

The Trust Deed and, for all trustees and settlors, the information required for individuals as noted above, together with information regarding the Trust's source of funds or wealth. Additional information may also be required for beneficiaries and appointers.



Companies:

Details of the company, together with the information for individuals noted above for every individual with more than a 25% shareholding, all individuals with effective control of the company and all individuals acting on behalf of the company. Information regarding source of funds or wealth may also be required.

Note: The above list is not exhaustive and is indicative only. Your lawyer will assist you with the specific requirements in relation to your situation.

DISCLAIMER: The material and information contained herein is for general information purposes only and is not intended to form professional legal advice. REINZ does not accept liability for any claim or other action that may arise directly or indirectly from the use of or reliance on the material and information provided herein. REINZ recommends you seek independent legal advice if you are unsure of your legal position.

¹ Lawyers are required to complete a "Customer Due Diligence" process in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009

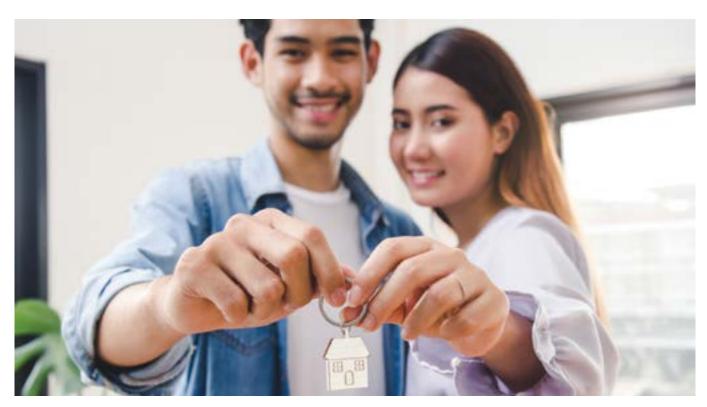


Buying or selling your property?









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

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

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 agency helping to sell your property. 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.

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.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances.
 Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.

- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

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 or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- 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 any 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 (such as being late on paying the deposit or the remaining amount at the settlement date).

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 day
- insurance to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- 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
- eligibility to buy property in New Zealand –
 people who have migrated to New Zealand may
 not be permitted to immediately buy property
 or may need to get consent from the Overseas
 Investment Office.

Your lawyer will explain these clauses to you.

Check...

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

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

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

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 bank approval for 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
- 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
- property inspection a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- 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.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



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 process.

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 and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be 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.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate 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 real estate professional cannot ask the buyer to pay for their services if they have been engaged 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

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

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 something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate 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 real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them 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.

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

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. 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 is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

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



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

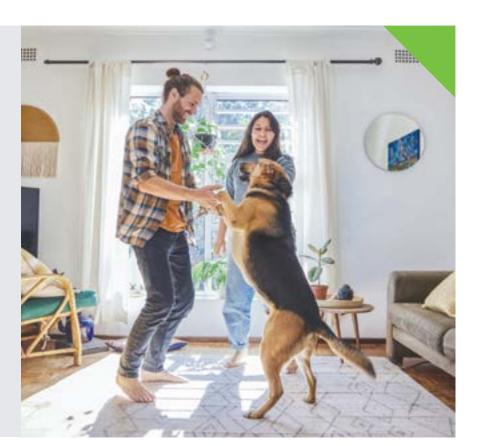
- We provide independent information for people who are buying and selling property through our **settled.govt.nz** website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.
- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

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





Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.