



TENDER INFORMATION PACK for Timaru District Council property situated at 90 Meadows Road, Washdyke, Timaru.

Thank you for requesting more information about 90 Meadows Road, Washdyke, Timaru.

Please find **enclosed** the following relevant documents:-

1. Tender Information Form
2. Conditions of Tender
3. Agreement for Sale and Purchase of Real Estate
4. Record of Title CB14F/474
5. Easement Certificate 30051.2
6. LIM
7. Letter from Council re LIM together with Infrastructure Compliance Certificate and updated Rating Information
8. Canterbury Map View of 90 Meadows Road, Washdyke, Timaru



TENDER INFORMATION FORM

For Timaru District Council property situated at 90 Meadows Road, Washdyke, Timaru

Instructions, Acknowledgment and Disclosure.

This document, the attached Conditions of Tender, Form of Tender and the attached agreement for sale and purchase, duly completed, must be received at the offices of Gresson Dorman & Co, Level 1, 24 The Terrace, Timaru, no later than 12.00 pm on the 24th of August 2023.

Please insert the full name and address of the lawyer who will be acting for you should your offer be accepted.

Tender documents once signed are to be delivered in a sealed envelope marked 'Sealed Tender for 90 Meadows Road, Washdyke, Timaru' addressed to:

Timaru District Council
C/- Gresson Dorman & Co
Level 1, 24 The Terrace
Timaru

I/We acknowledge that:

1. There may be more than one offer made on the property and that I/we may not have an opportunity to increase my/our offer.
2. That the Vendor may negotiate with one or more of the prospective purchasers.
3. That my/our offer once made is irrevocable by me/us and remains open for acceptance by the Vendor until 12.00 pm on the 8th of September 2023.
4. That no legal or other obligation shall arise between me/us and the Vendor in relation to the conduct or outcome of the tender process unless and until my/our offer is accepted.
5. That I/we have been advised to seek independent legal advice prior to submitting this offer.
6. That the highest or indeed any tender may not be accepted.

Signed by the Tenderer

TIMARU



DISTRICT COUNCIL

Te Kaunihera ā-Rohe
o Te Tihi o Maru

CONDITIONS OF TENDER

FOR THE PROPERTY OF

TIMARU DISTRICT COUNCIL

90 MEADOWS ROAD, WASHDYKE, TIMARU

Solicitors for the Vendor:

GRESSON DORMAN & CO

Barristers & Solicitors

Level 1, 24 The Terrace, Timaru 7910

PO Box 244, Timaru 7940

CONDITIONS OF TENDER

1. **DEFINITION:**

"Agreement" means the form of Agreement attached.

"Conditions of Tender" means these conditions of tender.

"the Vendor" means the Timaru District Council.

"Form of Tender" means the form of Tender attached.

"Particulars of Tender" means the particulars of tender attached to and forming part of these conditions.

"Property" means the property specified in the Particulars of Tender.

"Purchase Price" means the price tendered for the property by a Tenderer.

"Purchaser" means the successful Tenderer whose tender is accepted by the Vendor.

"Tenderer" means any person who submits a tender.

"Time for Acceptance of Tenders" means the time specified in the Particulars of Tender for acceptance of Tenders.

"Time for Closure of Tenders" means the time specified in the Particulars of Tender for closure of tenders.

1.1 In these Conditions of Tender and in the Agreement, unless the context otherwise requires:

Words importing a particular gender include the other gender.

The singular shall include the plural and vice versa.

Person includes a body corporate.

Whenever a body corporate is a party the words designating the body corporate shall extend to and include the body corporate, its successors and permitted assigns.

Where two or more parties are parties to a covenant, agreement, undertaking or provision, whether those parties are referred to individually or together by a word in the singular person, such covenant, agreement, undertaking or provision shall bind the parties jointly and each of them severally.

Derivatives of any term shall have a corresponding meaning.

2. **TENDER PROCEDURE:**

2.1 A tender shall be in the form attached to these conditions, shall be deemed to incorporate the Agreement as well as these Conditions of Tender; and shall:

- (a) include the full name and address of the tenderer, or where the tenderer is acting as an agent or attorney, the full name and address of the principal or grantor of the power of attorney completed as Purchaser;
- (b) state the price tendered for the Property in New Zealand Dollars. The price shall not be expressed to be made on the basis of any specified calculation or be made subject to any variance;
- (c) include details of the Tenderer's Solicitor; and
- (d) be submitted to the Vendor in the manner provided by these Conditions of Tender prior to the Time for Closure of Tenders.

3. **SUBMISSION OF TENDERS:**

3.1 A Tender shall be submitted in a sealed envelope marked 'Sealed Tender for 90 Meadows Road, Washdyke, Timaru' to the Vendor's Solicitors, Gresson Dorman & Co, Level 1, 24 The Terrace, Timaru 7910, so that the tender is received by the Vendor's Solicitors at the address shown in the Form of Tender no later than the Time for Closure of Tenders. The Tenderer is required to so submit:

- (a) The attached Tender Information form; and
- (b) The attached Form of Tender duly completed and signed; and
- (c) The attached Agreement duly completed and signed; and
- (d) These Conditions of Tender with each page initialled.

4. **EXECUTION OF TENDER:**

- 4.1
- (a) If a company submits a tender, the officer or officers of the company executing the tender shall include alongside their signatures their full names and the title he/she/they hold in the company.
 - (b) If a partnership submits a tender, the tender shall be executed by all the partners.
 - (c) If trustees of a trust submit a tender, the tender shall be executed by all the trustees of the trust.
 - (d) If a party executes a tender as an agent for a principal, an authority signed by the principal, authorising the agent to execute the tender, shall be attached to the tender.
 - (e) If a party executes a tender as an attorney, a certificate of non-revocation of power of attorney together with a copy of the power of attorney shall be attached to the tender.
 - (f) If a tender is made by an individual, it shall be executed by the individual personally.

5. **OFFER ACCEPTANCE AND FORMATION OF AGREEMENT:**

- 5.1 The submission of a tender (whether strictly in accordance with the provisions of these Conditions of Tender or not) shall be deemed to be an offer to purchase the Property. An offer to purchase the Property may be accepted by the Vendor in accordance with the provisions of clause 5.4
- 5.2 If the Vendor accepts an offer to purchase the Property, a binding agreement shall exist between the Vendor and the Purchaser, subject only to the provisions of clause 6, and the Vendor shall sell and the Purchaser shall purchase the Property in accordance with the provisions of the Agreement submitted by the Purchaser.
- 5.3 A tender shall be irrevocable up to the Time for Acceptance of Tenders. If a tender has not been accepted by the Time for Acceptance of Tenders, the tender shall be deemed to have been withdrawn.
- 5.4 A tender shall be deemed to be accepted by the Vendor when the Vendor executes the Form of Tender submitted by the Purchaser.
- 5.5 Upon acceptance of a tender the Vendor shall forthwith:
- (a) forward executed copies of the Form of Tender and Agreement to the Purchaser at the post address given by the Purchaser; or
 - (b) email executed copies of the Form of Tender and Agreement to the Purchaser at the email address (if any) given by the Purchaser.
- 5.6 The Vendor and the Tenderer agree that no legal or other obligation shall arise between them in relation to the conduct or outcome of the tender process unless and until the Tenderer has received notification of the acceptance of the Tender in accordance herewith.
6. The Agreement between the Vendor and the Purchaser shall be subject to and conditional upon the terms and conditions set out in the Agreement.

7. **VENDOR'S RIGHTS:**

- 7.1 The Vendor in the Vendor's sole and unfettered discretion may:
- (a) reject any or all tenders, including the highest tender.
 - (b) negotiate with any tenderer to the exclusion of any other tenderer whether prior to or after the time for Acceptance of Tenders, and whether or not that tenderer is the highest or most favourable.
 - (c) re-advertise for tenders.
 - (d) waive any irregularities or information in the tender procedure whether on behalf of itself or the Tenderer.
 - (e) bring forward, shorten or expand any date or periods contained herein.
 - (f) withdraw the Property either in whole or part from sale at any time either during or after the tender process.
 - (g) negotiate at any time during the Tender process with any other person over the sale of the property and enter into an agreement with that person, whether or

not they have tendered for the property or submitted an expression of interest therein.

8. **TENDERER'S RESPONSIBILITY TO CHECK INFORMATION:**

8.1 The Vendor does not warrant the accuracy of any matter, fact or statement, whether in the Particulars of Tender, the Conditions of Tender, the Agreement, any advertising of the sale of the property, or any statement made by the Vendor or any of its employees or agents. Persons tendering shall be responsible for checking such matters, facts, or statements before submitting a tender.

8.2 A tenderer shall be deemed to have submitted a tender for the Property solely in reliance on the tenderer's own judgement and not in reliance upon any representation or warranty made by the Vendor, its employees or the Vendor's agent or any of its employees. In particular, but not by way of limitation, it shall be the sole responsibility of the Purchaser to satisfy the Purchaser as to the zoning or provisional or proposed zoning of the property and as to any compliance with the Building Act 2004 and the Resource Management Act 1991, and whether or not the proposed development and/or use of the property by the Purchaser will in fact be permitted.

9. **NOTICES:**

9.1 All notices to be served on a tenderer, and all correspondence to be sent to a tenderer, shall be deemed to have been served or sent, as the case may be, if sent by ordinary post addressed to the tenderer at the New Zealand postal address given. Service shall be deemed to have been effected four working days after the notice has been posted. Alternatively, if transmitted by email then service shall be deemed to have been effected when sent to the email address provided for the Tenderer on the Form of Tender.

10. **GENERAL:**

10.1 Any tender and the resulting Agreement shall be governed by the laws of New Zealand.

10.2 All unsuccessful tenders shall remain confidential to the Vendor and the Vendor's advisers.

10.3 The Vendor shall be entitled to make a public announcement within fourteen (14) days after settlement of the sale confirming the sale of the property and including the name of the Purchaser and the sale price.

11. **TERMS OF SALE:**

11.1 Settlement of the transaction shall be on the 15th working day after the Agreement becomes unconditional or earlier by mutual agreement.

11.2 The Vendor and the Purchaser agree that where in relation to this agreement it is or becomes necessary to determine the "consideration" for the purposes of the accrual rules contained in Sub-Part EW of the Income Tax Act 2007, the purchase price set out herein is the "lowest price" the parties would have agreed upon for the property at the date of this agreement in terms sub-sections EW 32(3) and EW 34(2) of the Income Tax Act 2007 and does not include any element of capitalised interest.

11.3 Except to the extent that the same are expressly modified hereby the conditions of sale shall be those set out in the Agreement attached, together with these Conditions of

Tender.

12. **G.S.T.:**

12.1 Goods and Services Tax shall be payable in accordance with the Agreement.

FORM OF TENDER

TO: Timaru District Council as the Vendor
c/- Gresson Dorman & Co
Barristers & Solicitors
Level 1, 24 The Terrace, Timaru 7910
P O Box 244, Timaru 7940
By email: ken@gressons.co.nz

Tenderer: (Full name)
to be completed in
accordance with clause
2.1 of the Conditions of
Tender

Address:
(Must be a physical address
within New Zealand)

Contact Telephone:

Email:

Amount of Tender: _____ plus G.S.T. (if any)

Overseas Investment Commission

Consent required or not: YES / NO (please circle which is applicable)

Name and contact: _____

Details of Solicitor: _____

The above Tenderer HEREBY TENDERS the above sum for the property as described in the attached Particulars of Tender and in accordance with the attached Agreement and Conditions of Tender, all of which form part of the Tender, and agrees to be so bound.

DATED at this day of 2023

.....
Signed by Tenderer

.....
Accepted by Vendor

PARTICULARS OF TENDER:

PROPERTY: 90 Meadows Road, Washdyke, Timaru legally described as Lot 3
Deposited Plan 35163 contained in Record of Title CB14F/474

**TIME FOR CLOSURE
OF TENDERS:** 12:00pm on the 24th of August 2023

**TIME FOR ACCEPTANCE
OF TENDERS:** 12:00pm on the 8th of September 2023

SETTLEMENT: the 15th working day after the agreement becomes unconditional
or earlier by mutual agreement

DIRECTORY:

**SOLICITOR FOR THE
VENDOR:** Gresson Dorman & Co
Level 1, 24 The Terrace, TIMARU 7910
P O Box 244, Timaru 7940
Attention: Ken Grave
P: (03) 687 8004
F: (03) 684 4584
E: ken@gressons.co.nz

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR: Timaru District Council

PURCHASER: _____ and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: **Yes/No**
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: **Vendor Yes/No**
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. **Purchaser/Purchaser's Nominee Yes/No**

PROPERTY

Address: 90 Meadows Road, Washdyke, Timaru

Estate: **FREEHOLD** ~~LEASEHOLD~~ ~~STRATUM IN FREEHOLD~~
~~STRATUM IN LEASEHOLD~~ ~~CROSS LEASE (FREEHOLD)~~ ~~CROSS LEASE (LEASEHOLD)~~

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

Area (more or less):
8766 m²

Lot/Flat/Unit:
Lot 3

DP:
DP 35163

Record of Title (unique identifier):
CB14F/474

PAYMENT OF PURCHASE PRICE

Purchase price: \$ _____

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0): _____

Deposit (refer clause 2.0): \$ Ten percent (10%) of the purchase price payable via the Purchaser's Solicitor's Trust Account to the Vendor's Solicitor's Trust Account upon acceptance

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is:

OR

~~(2) In the manner described in the Further Terms of Sale.~~

Interest rate for late settlement: 14

% p.a.

CONDITIONS (refer clause 9.0)

| | | |
|-------------------------------------------------|---------------|------------------------------------|
| Finance required (clause 9.1): | Yes/No | Finance date: |
| LIM required (clause 9.3): | Yes/No | LIM date: |
| Building report required (clause 9.4): | Yes/No | Building report date: |
| Toxicology report required (clause 9.5): | Yes/No | Toxicology report date: |
| OIA consent required (clause 9.6): | Yes/No | OIA date (clause 9.8): |
| Land Act consent required (clause 9.7): | Yes/No | Land Act date (clause 9.8): |

TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 9 May 2023

GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (14) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (15) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (17) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).
- (21) "LINZ" means Land Information New Zealand.
- (22) "Local authority" means a territorial authority or a regional council.
- (23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (24) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (27) "Property" means the property described in this agreement.
- (28) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (34) "Rules" means body corporate operational rules under the Unit Titles Act.

- (35) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (37) "Settlement date" means the date specified as such in this agreement.
- (38) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (43) "Unit title" means a unit title under the Unit Titles Act.
- (44) "Unit Titles Act" means the Unit Titles Act 2010.
- (45) "Working day" means any day of the week other than:
- Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
 - the day observed as the anniversary of any province in which the property is situated;
 - the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - any other day that the Government of New Zealand declares to be a public holiday.
- A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- 1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:
- the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
 - a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.
- 1.3 Time for Performance
- Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
 - Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
 - Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).
- 1.4 Notices
- The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
- All notices must be served in writing.
 - Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
 - All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - on the party or on the party's lawyer:
 - by personal delivery; or
 - by posting by ordinary mail; or
 - by email; or
 - in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
 - In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - in the case of personal delivery, when received by the party or at the lawyer's office;
 - in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
 - in the case of email:
 - when sent to the email address provided for the party or the party's lawyer on the back page; or
 - any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
 - in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
 - in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
 - Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
 - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
 - (3) where the property is a unit title:
 - (a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
 - (b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
 - (c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
 - (4) this agreement is:
 - (a) cancelled pursuant to clause 6.2(3)(c); and/or
 - (b) avoided pursuant to clause 9.10(5).
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
 - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.

- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the lease.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

Last-Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
 - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

3.14 If:

- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).

3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.

3.16 If:

- (1) the property is a unit title; and
- (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
- (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,

then the vendor may extend the settlement date:

- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
- (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

~~3.17 (1) Where:~~

- ~~(a) the transfer of the property is to be registered against a new title yet to be issued, and~~
 - ~~(b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,~~
- ~~then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:~~

- ~~(i) the vendor has given the purchaser notice that a search copy is obtainable, or~~
~~(ii) the requisitions procedure under clause 6.0 is complete.~~
~~(2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.~~

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property ~~except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.~~
- ~~6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:~~
~~(a) the tenth working day after the date of this agreement, or~~
~~(b) the settlement date.~~
- ~~(2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.~~
- ~~(3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:~~
~~(a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice,~~
~~(b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement,~~
~~(c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.~~
- ~~6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.~~
- ~~6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:~~
~~(a) in the case of a cross-lease title:~~
~~(i) alterations to the external dimensions of any leased structure, or~~
~~(ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant,~~
~~(b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be),~~
~~then the purchaser may requisition the title under clause 6.2 requiring the vendor:~~
~~(c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title, or~~
~~(d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.~~
- ~~(2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.~~
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
- (a) from any local or government authority or other statutory body; or
- (b) under the Resource Management Act 1991; or
- (c) from any tenant of the property; or
- (d) from any other party; or
- (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- ~~(1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).~~
- ~~(2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.~~
- (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

- (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
- (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - (c) where appropriate, a code compliance certificate was issued for those works.
- ~~(6) Where under the Building Act, any building on the property sold requires a compliance schedule:

 - ~~(a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building,~~
 - ~~(b) the building has a current building warrant of fitness, and~~
 - ~~(c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.~~~~
- (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
- (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.

~~7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:—~~

- ~~(1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building,—~~
- ~~(2) the building has a current building warrant of fitness, and—~~
- ~~(3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.—~~

7.5 The vendor warrants and undertakes that on or immediately after settlement

- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
- (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
- (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
- ~~(4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.—~~

~~8.0 Unit title and cross-lease provisions—~~

~~Unit Titles—~~

~~8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.—~~

~~8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement.—~~

- ~~(1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.—~~
- ~~(2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.—~~
- ~~(3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.—~~
- ~~(4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.—~~
- ~~(5) The vendor has no knowledge or notice of any fact which might result in:—~~
 - ~~(a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act, or—~~
 - ~~(b) any proceedings being instituted by or against the body corporate, or—~~
 - ~~(c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.—~~
- ~~(6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.—~~
- ~~(7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.—~~

- ~~(8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for—~~
- ~~(a) the transfer of the whole or any part of the common property,~~
- ~~(b) the addition of any land to the common property,~~
- ~~(c) the cancellation of the unit plan,~~
- ~~(d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan, or~~
- ~~(e) any change to utility interest or ownership interest for any unit on the unit plan.~~
- ~~8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide—~~
- ~~(1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act, and~~
- ~~(2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.~~
- ~~8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date—~~
- ~~(1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.~~
- ~~(2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.~~
- ~~(3) The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.~~
- ~~8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may—~~
- ~~(1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser, or~~
- ~~(2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.~~
- ~~8.6 If the property is a unit title, each party specifies that—~~
- ~~(1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act, and~~
- ~~(2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.~~
- ~~8.7 Unauthorised Structures – Cross-Leases and Unit Titles~~
- ~~(1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without—~~
- ~~(a) in the case of a cross-lease title, any required lessors' consent, or~~
- ~~(b) in the case of a unit title, any required body corporate consent,~~
- ~~the purchaser may demand within the period expiring on the earlier of—~~
- ~~(i) the tenth working day after the date of this agreement, or~~
- ~~(ii) the settlement date,~~
- ~~that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.~~
- ~~(2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.~~

9.0 Conditions and mortgage terms

- 9.1 Finance condition
- (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.
- 9.2 Mortgage terms
- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 9.3 LIM condition
- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
- (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
- (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.

- (3) The vendor shall give notice to the purchaser (“the vendor’s notice”) on or before the third working day after receipt of the purchaser’s notice advising whether or not the vendor is able and willing to comply with the purchaser’s notice by the settlement date.
- (4) If the vendor does not give a vendor’s notice, or if the vendor’s notice advises that the vendor is unable or unwilling to comply with the purchaser’s notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser’s notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor’s notice advising that the vendor is able and willing to comply with the purchaser’s notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser’s notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

9.4 Building report condition

- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser’s cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor’s prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector’s report.

9.5 Toxicology report condition

- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser’s cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor’s prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector’s report.

9.6 OIA consent condition

- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.

9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.

9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.

9.9 Resource Management Act condition

If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

9.10 Operation of conditions

If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:

- (1) The condition shall be a condition subsequent.
- (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
- (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
- (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
- (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.

- (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off, or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
 - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
 - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;

- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet all or some the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.

11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice with a notice under this clause.
 - (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 - (4) Any surplus money arising from a resale shall be retained by the vendor.

- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.

13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
- (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5
- (1) If any of the particulars stated by the purchaser in Schedule 1:
 - (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
 - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.

- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
- (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
- (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

~~15.0 Supply of a Going Concern~~

- ~~15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement,~~
- ~~(1) each party warrants that it is a registered person or will be so by the date of the supply,~~
- ~~(2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes,~~
- ~~(3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser, and~~
- ~~(4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.~~
- ~~15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.~~

16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

~~18.0 Agency~~

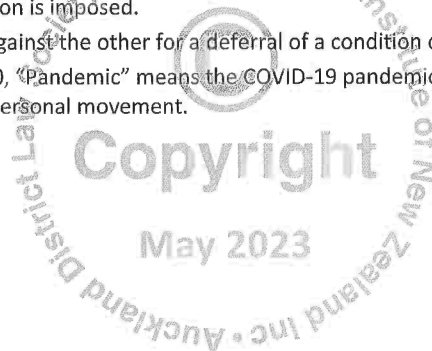
- ~~18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.~~
- ~~18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.~~
- ~~18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.~~

19.0 Collection of Sales Information

- ~~19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.~~
- ~~19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.~~
- ~~19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.~~
- ~~19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.~~

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.



FURTHER TERMS OF SALE

See Annexure



FURTHER TERMS OF SALE: 90 Meadows Road, Washdyke, Timaru

21.0 Property Sold in "As is Where Is" Condition

21.1 Notwithstanding any of the specific or implied conditions of this agreement the Purchaser acknowledges and accepts that the property is sold on an "as is where is" basis. For the sake of clarity and not by way of limitation the purchaser acknowledges that the purchaser shall have no right of requisition in respect of any matters arising from any LIM report or building report. The purchaser shall be bound to complete the purchase on the settlement date and the vendor shall not be required to carry out any repairs to the property to complete the sale.

22.0 Purchaser Acknowledgement

22.1 The Purchaser acknowledges that:

- a. The Purchaser is entering into this Agreement to purchase the property at the Purchase Price and on the terms set forth in this Agreement at arms-length and on a willing buyer / willing seller basis; and
- b. The Purchaser is relying solely upon the Purchaser's own investigations and judgement; and
- c. The Purchaser is not relying upon any representations, warranties or statements made by the Vendor, or the Vendor's officers, employees, agents or any other person or persons directly or indirectly associated with the Vendor; and
- d. The Purchaser has carried out all investigations in relation to the property which the Purchaser considers necessary to satisfy itself as to the condition of the property and to satisfy itself that the property is fit for the Purchaser's intended use.

23.0 Vendor Not Responsible for Clearing Site

23.1 The Purchaser acknowledges that the property is being sold in its current condition and the Vendor will not be responsible for clearing or removing any rubbish, debris or spoil on or from the property. The Purchaser will be solely responsible for cleaning and clearing the property to enable to Purchaser to proceed with its intended use or development of the site.

SCHEDULE 1

(GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

| | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------------|---------------------------------------------------|-------------------|
| Section 1 Vendor | | | | | | | | | | |
| 1(a) | The vendor's registration number (if already registered): 51-066-588 | | | | | | | | | |
| 1(b) | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">(i)</td> <td>Part of the property is being used as a principal place of residence at the date of this agreement.</td> <td style="width: 10%; text-align: right;">Yes/No</td> </tr> <tr> <td>(ii)</td> <td>That part is: (e.g. "the main farmhouse" or "the apartment above the shop")</td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td>(iii)</td> <td>The supply of that part will be a taxable supply.</td> <td style="text-align: right;">Yes/No</td> </tr> </table> | (i) | Part of the property is being used as a principal place of residence at the date of this agreement. | Yes/No | (ii) | That part is: (e.g. "the main farmhouse" or "the apartment above the shop") | Yes/No | (iii) | The supply of that part will be a taxable supply. | Yes/No |
| (i) | Part of the property is being used as a principal place of residence at the date of this agreement. | Yes/No | | | | | | | | |
| (ii) | That part is: (e.g. "the main farmhouse" or "the apartment above the shop") | Yes/No | | | | | | | | |
| (iii) | The supply of that part will be a taxable supply. | Yes/No | | | | | | | | |
| Section 2 Purchaser | | | | | | | | | | |
| 2(a) | The purchaser is registered under the GST Act and/or will be so registered at settlement. Yes/No | | | | | | | | | |
| 2(b) | The purchaser intends at settlement to use the property for making taxable supplies. Yes/No | | | | | | | | | |
| If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e) | | | | | | | | | | |
| 2(c) | The purchaser's details are as follows: | | | | | | | | | |
| | (i) Full name: | | | | | | | | | |
| | (ii) Address: | | | | | | | | | |
| | (iii) Registration number (if already registered): | | | | | | | | | |
| 2(d) | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).</td> <td style="width: 10%; text-align: right;">Yes/No</td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td>The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act.</td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td>That part is: (e.g. "the main farmhouse" or "the apartment above the shop")</td> <td></td> </tr> </table> | The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). | Yes/No | OR | | The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. | Yes/No | That part is: (e.g. "the main farmhouse" or "the apartment above the shop") | | |
| The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). | Yes/No | | | | | | | | | |
| OR | | | | | | | | | | |
| The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. | Yes/No | | | | | | | | | |
| That part is: (e.g. "the main farmhouse" or "the apartment above the shop") | | | | | | | | | | |
| 2(e) | The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee"). Yes/No | | | | | | | | | |
| If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further. | | | | | | | | | | |
| Section 3 Nominee | | | | | | | | | | |
| 3(a) | The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement. Yes/No | | | | | | | | | |
| 3(b) | The purchaser expects the nominee at settlement to use the property for making taxable supplies. Yes/No | | | | | | | | | |
| If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further. | | | | | | | | | | |
| 3(c) | The nominee's details (if known to the purchaser) are as follows: | | | | | | | | | |
| | (i) Full name: | | | | | | | | | |
| | (ii) Address: | | | | | | | | | |
| | (iii) Registration number (if already registered): | | | | | | | | | |
| 3(d) | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).</td> <td style="width: 10%; text-align: right;">Yes/No</td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td>The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act.</td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td>That part is: (e.g. "the main farmhouse" or "the apartment above the shop")</td> <td></td> </tr> </table> | The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). | Yes/No | OR | | The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. | Yes/No | That part is: (e.g. "the main farmhouse" or "the apartment above the shop") | | |
| The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). | Yes/No | | | | | | | | | |
| OR | | | | | | | | | | |
| The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. | Yes/No | | | | | | | | | |
| That part is: (e.g. "the main farmhouse" or "the apartment above the shop") | | | | | | | | | | |

SCHEDULE 2

List all chattels included in the sale

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

| | | | |
|-----------------------|----------------------------|---------------------------|--------------------------------|
| Stove () | Rangehood () | Wall/under bench oven () | Cooktop () |
| Dishwasher () | Kitchen waste disposal () | Light fittings () | Smoke detectors () |
| Burglar alarm () | Heated towel rail () | Heat pump () | Garage door remote control () |
| Garden shed () | Blinds | Curtains | Drapes |
| Fixed floor coverings | Bathroom extractor fan | | |

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

SCHEDULE 3

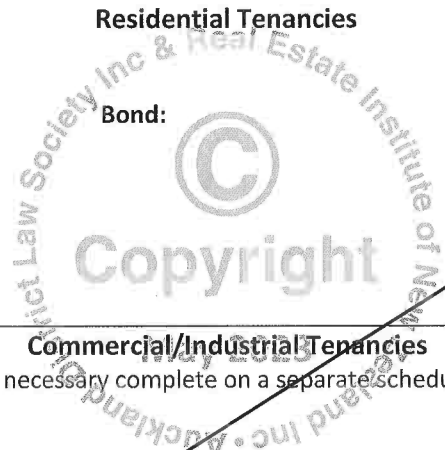
Residential Tenancies

Name of Tenant(s):

Rent:

Term:

Bond:



Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

WARNING *(This warning does not form part of this agreement)*

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):

Signature of Vendor(s):

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

VENDOR: Timaru District Council

Contact Details:

VENDOR'S LAWYERS:

Firm: Gresson Dorman & Co

Individual Acting: Ken Grave

Email: ken@gressons.co.nz

Contact Details: PO Box 244, Timaru

Ph 03 687 8004

Fax 03 684 4584

Email address for service of notices (clause.1.4): notices@gressons.co.nz

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Email:

Contact Details:

Email address for service of notices (clause 1.4):



SALE BY LICENSED REAL ESTATE AGENT: Private Treaty

Manager:

Salesperson:

Second Salesperson:

Contact Details:

Licensed Real Estate Agent under Real Estate Agents Act 2008

© Auckland District Law Society Inc. (ADLS) & Real Estate Institute of New Zealand Inc. (REINZ)

IMPORTANT WARNING: All copyright in and associated with this form and its contents is owned by ADLS & REINZ. A user of this form only acquires a limited non-exclusive licence to use it *once within a single transaction only*. The standard ADLS & REINZ contract terms apply, which also prohibit any form of distribution, on-selling, or reproduction, including copying, digitising or recreating the form by any means whatsoever.

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

Search Copy



R. W. Muir
Registrar-General
of Land

Identifier **CB14F/474**
Land Registration District **Canterbury**
Date Issued 24 January 1975

Prior References
CB12F/1112 CB14F/548

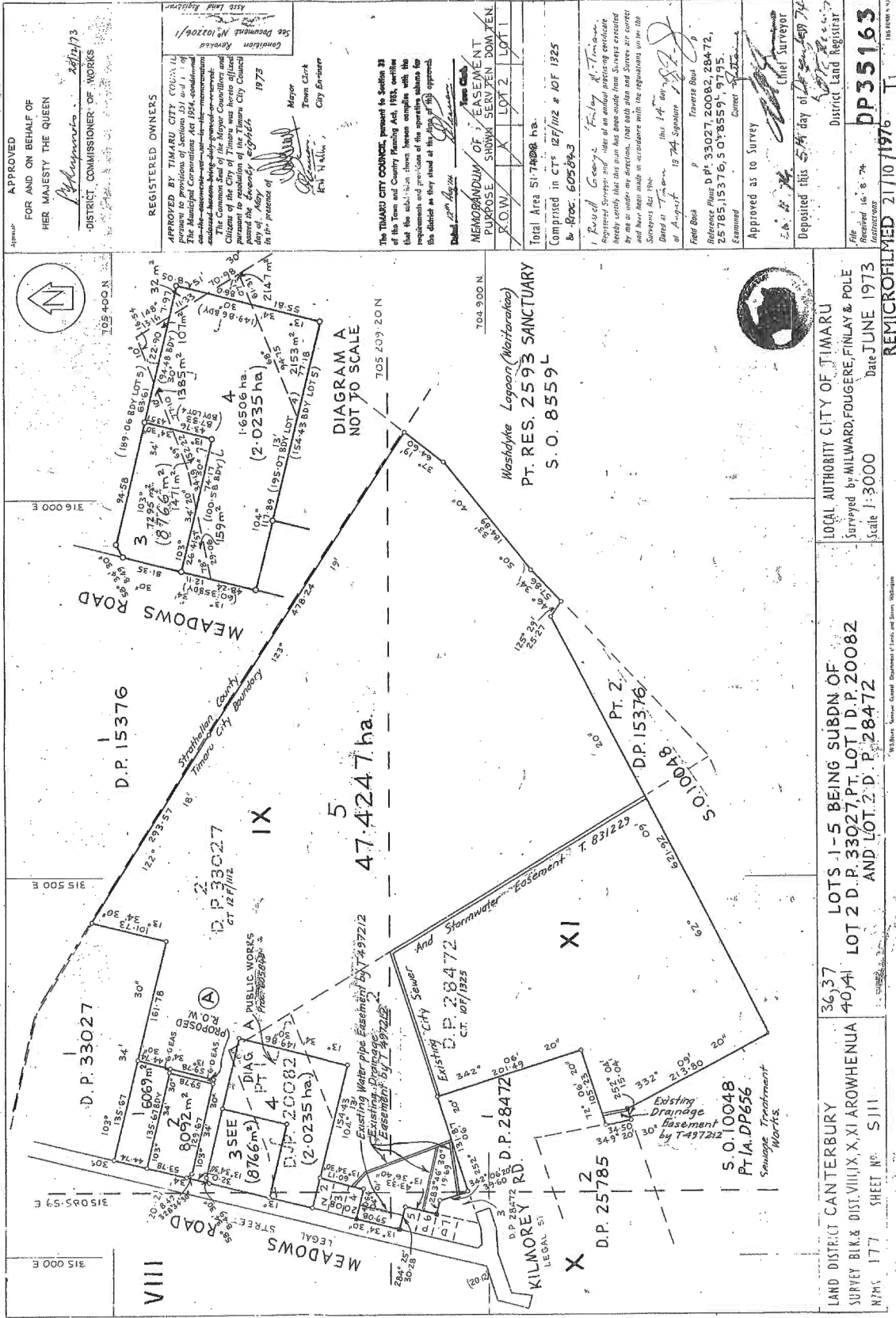
Estate Fee Simple
Area 8766 square metres more or less
Legal Description Lot 3 Deposited Plan 35163
Registered Owners
Timaru District Council

Interests

Subject to Section 8 Coal Mines Amendment Act 1950 (affects part formerly in CT CB14F/548)
30051.2 Easement Certificate specifying the following easements - 27.3.1975 at 10.09 am

| Type | Servient Tenement | Easement Area | Dominant Tenement | Statutory Restriction |
|-------------|----------------------------------------------|---------------|----------------------------------------|-----------------------|
| Drain water | Lot 1 Deposited Plan 35657 - CT CB15A/395 | - | Lot 3 Deposited Plan 35163 - herein | |

The easements as specified in Easement Certificate 30051.2 when created will be subject to Section 351 E (1)(a) Municipal Corporations Act 1954



30051-2 EC

Approved by the Registrar General of Land, Wellington. No. A032940

NEW ZEALAND

EASEMENT CERTIFICATE

Canterbury

Land Registry Office

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

I, HER MAJESTY THE QUEEN, THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a duly incorporated Company having its Registered Office at Timaru and DENISE HUDSON of Timaru Married Woman

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Christchurch on the 12th day of March 19 75 under No. 35657 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

| C.T. Ref. | Nature of Easement (e.g. Right of Way etc.) | SERVIENT TENEMENT | | Dominant Tenement Lot No. or other Legal Description |
|-------------|------------------------------------------------|------------------------------------------|--------------------------------------------------|------------------------------------------------------------|
| | | Lot No. or other Legal Description | Identification of Part Subject to Easement | |
| 14F/ 475 | Right to Drain Water | Lot 1 | "F" | Lot 3 D.P.35163 14F/474 |
| | Right to Drain Water | Lot 1 | "G" | Lot 4 D.P.35163 14F/547 |
| | Right to Drain Water | Lot 1 | "H" | Lot 4 D.P.35163 |

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 21st day of March 19 75

THE COMMON SEAL of the
TIMARU Branch of THE
TRUSTEES EXECUTORS AND AGENCY
COMPANY OF NEW ZEALAND LIMITED

Signed by the above-named
in the presence of

WAS HEREUNTO AFFIXED IN THE PRESENCE OF:



Witness: _____

Occupation: _____

Address: _____

Correct for the purposes of the Land Transfer Act

Solicitor for the Registered Proprietor

SCHEDULE 'B'

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and Powers:

Nil

SIGNED by the above-named
DENISE HUDSON

D Hudson

in the presence of:

[Signature]
Solicitor
[Signature]

SIGNED by JOHN ROGER SMART
for and on behalf of Her Majesty
the Queen pursuant to an
authority dated the 15th day of
August 1973 given to him by the
Minister of Works and Development
under section 13, Public Works
Amendment Act 1948, in the
presence of:

JR Smart

Witness: *[Signature]*

Occupation: *clerk*

Address: *Ministry of Works & Development*
Labouchere

SCHEDULE 'C'

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Nil

HER MAJESTY THE QUEEN

TRUSTEES EXECUTORS AND AGENCY
COMPANY OF NEW ZEALAND LIMITED

and

DENISE HUDSON

EASEMENT CERTIFICATE

THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 351 E (1) (a) MUNICIPAL CORPORATIONS ACT 1954

ALL

REGISTRATION OF T. 5081211 CREATES THE
WITHIN EASEMENT RELATIVE TO LOT 3 P.P.
35163. 18.9.86 *millbach*

RAYMOND, WARD, SULLIVAN
& COONEY

SOLICITORS

TIMARU, N.Z.

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

Phonot

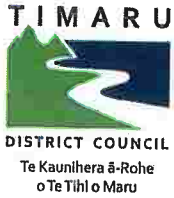
District Land Registrar
Assistant of the District of Canterbury



MAR 27 10 09 AM '75

030051/2
15A/395,
14F/474, 547
District Land Registry
Christchurch No. 1





Timaru District Council
PO Box 522
Timaru 7940
Telephone: 03 687 7200

Please supply a Land Information Memorandum as required under the Local Government Official Information and Meetings Act 1987, relating to the following property:

❖ **These fields must be completed by the Applicant.**

❖ Name of Owner(s): Timaru District Council
❖ Address: 90 Meadows rd, RD 3, Timaru
❖ Legal Description: Lot 3 DP 35163
❖ Area of Land: 0.8766 Ha
Valuation Number: 24930/265.02 Rate Assessment Number: 640
Certificate of Title No: CB14F/47A

Any other information necessary to assist property identification:

APPLICANT DETAILS:

Name of Applicant/Business: Jonno Halkett/Timaru District Council
Postal address of Applicant: 2 King George pl, Timaru
Email: jonno.halkett@timadec.govt.nz Post Code: 7910
Phone: 03 687 7243
Clients Name: Ref:
Date: 13.7.23 Signature: Jonny
Signature of Applicant

LIM FEE:

Payment must be made on application.

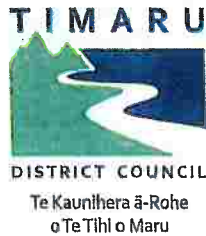
Residential Properties (based on rating differential) \$336.00
Non-residential Properties \$472.50

LIMs will be processed within 10 working days. LIMs will be emailed to the applicant.

PLEASE NOTE: Environment Canterbury may also have information regarding this property. A request for this information can be made to Environment Canterbury, for a Land Information Request at ecinfo@ecan.govt.nz or telephone 0800 32 46 36.

OFFICE USE: 12: 2000.110.150

Paid / Receipt No: 2657235 LIM No: 27870
Parcel Id: 22052



LAND INFORMATION MEMORANDUM

LIM Number: 27870

Property Address: 90 Meadows Road
RD 3, Timaru

Requested by: Timaru District Council
PO Box 522
Timaru 7940

Prepared on: 23 July 2023

DISCLAIMER

This Land Information Memorandum has been prepared for the purposes of Section 44A of the Local Government Official Information and Meetings Act 1987 and contains all the information known to the Timaru District Council relevant to the land described. It is based on a search of Council records only and there may be other information relating to the land which is not known to Council. The Council has not undertaken any inspection of the land or buildings on it for the purpose of preparing this Land Information Memorandum. Accordingly, the Council is unable to verify that the consents in our file match the buildings on the property. It is recommended that the physical attributes of the property, in particular onsite buildings, are checked against the information provided.

Environment Canterbury may hold information on natural and physical resources that may be relevant to this property.
For more information please visit the link below
www.ecan.govt.nz/do-it-online/property-information/land-information-requests/

TIMARU DISTRICT COUNCIL

LAND INFORMATION MEMORANDUM

Issued in accordance with the
Local Government Official Information and Meetings Act 1987

The information provided on this form is based on existing Timaru District Council records and may not be complete. Every care has been taken to ensure that the information is correct at the time of issue.

The following information is supplied from Council records that are held in respect of the property situated at:

90 Meadows Road, RD 3, Timaru

Area: 8766 square metres

Legal Description
Lot 3 DP 35163

Occupancy Details
Owner/Ratepayer Timaru District Council

RATING INFORMATION

Valuation Reference: 24930/265.02 **Property ID:** 640

Land Value: \$910,000 **Capital Value:** \$911,000

Date of Valuation: 1 September 2020.

Timaru District Council Rates (1 July 2022 - 30 June 2023)

| | | | | |
|------------------------------------------------------|--------------------------------------|----------|-------------|------------|
| 1/7 | General Residential General | LV | 910000.0000 | \$2,821.00 |
| 2/1 | Community W&S Timaru | LV | 910000.0000 | \$855.40 |
| 3/1 | 100% Uniform Annual General Charge | Specific | 1.0000 | \$925.00 |
| 50/1 | Standard Urban Waste Management Char | Specific | 1.0000 | \$176.00 |
| 55/1 | 100% Water Supply Urban | Specific | 1.0000 | \$451.00 |
| 58/1 | Sewer Charge | Specific | 7.0000 | \$2,062.69 |
| 85/1 | Small Rubbish Extra Bin | Specific | 1.0000 | \$85.00 |
| Total Timaru District Council Rates (GST inclusive): | | | | \$7,376.09 |

Environment Canterbury Rates (1 July 2022 - 30 June 2023)

| | | | | |
|-----------------------------------------------------|------------------------------------|----------|--------------|----------|
| 500/1 | General Region Timaru | CV | 1260000.0000 | \$484.31 |
| 505/1 | Region UAGC Timaru | Specific | 1.0000 | \$46.10 |
| 515/1 | Region W&S Timaru | CV | 1260000.0000 | \$31.00 |
| 521/1 | Civil Defence Timaru | Specific | 1.0000 | \$13.86 |
| 535/1 | Urban Transport Timaru | CV | 1260000.0000 | \$328.92 |
| 542/1 | Tim Air Quality Heating Assistance | Specific | 1260000.0000 | \$9.16 |
| 545/1 | Tim/Glde Air Quality Rate | Specific | 1260000.0000 | \$13.58 |
| Total Environment Canterbury Rates (GST inclusive): | | | | \$926.93 |

TOTAL RATES (GST inclusive): \$8,303.02

Rates Financial Details

Annual rates (GST inclusive) for the year ending 30 June 2023 \$8,303.02.

There are no Timaru District Council rates owing.

There are no Environment Canterbury rates owing.

PLEASE NOTE:- The rating information refers to the 2022/2023 rating year.

If it is proposed to pay the rates on this property you are advised to contact the Customer Services Unit to verify the correct balance.

In certain circumstances some rating units are rated land value and capital value charges only as they fall under the criteria of Section 20 of the Local Government (Rating) Act 2002. If the rating unit is sold and no longer fits the criteria, the rating unit will attract full rate charges from the next rating year beginning 1 July.

Service charges for water, sewer and waste management are subject to change, services may be supplied after the date of the LIM.

Any services connected or supplied after 30 June, with the exception of the 3 Bin service are charged to the property from 1 July following.

Waste Minimisation Kerbside Collection Service

Properties in the urban areas of Timaru, Temuka, Geraldine and in the townships of Pleasant Point, Cave, Winchester and Pareora are rated for 4 bins (red, green, yellow and blue). The service is optional for rural properties.

Charges for the service are invoiced from the date of application for that rating year. Thereafter, the charges will be a targeted rate within the annual rates set. Changes to the service should be completed by 1 June in order for changes to the targeted rate to be effective for the following rating year.

If purchasing any property, a check should be made to ensure that the bins being rated for are located at the property. No refund can be made for this rate, therefore details of the property's bin service should be correctly identified prior to possession.

Bins are allocated to the property and should not be removed. All properties receiving the service require a minimum of a standard set or a stacker crate system.

All conditions and requirements of the service should be verified with Council's Customer Services Unit.

PLANNING

Zoning

The site is zoned in the Timaru District Plan as Industrial H.

Information on Activities Requiring Planning Approval

Land Use Consent No. 5786 granted on 05/10/2005
Activity : Telecom New Zealand Ltd for the purposes of installation, operate and maintain telecommunication lines and facilities in all zones of the Timaru District.

Land Use Consent No. 2114 granted on 28/02/1995
Activity : Erect Building (Devils Henchmen Clubrooms). Activity Ceased May 2023.

Designations

Richard Pearse Airport

Part or all of the airspace above this property is designated as a Flight Protection Area for the Richard Pearse Airport. The Timaru District Plan contains the relevant information on the Richard Pearse Airport flight paths.

For site specific details on the Richard Pearse Airport flight paths please contact the Land Transport Unit on 03 687 7200.

Heritage Protection Items and Significant Trees

There are no heritage buildings, structures, sites or significant trees.

Hazards

The report titled 'Liquefaction Hazard in Timaru District' (Environment Canterbury Report) No. R13/29 assesses the liquefaction hazard potential of the district. The report zones areas of the district according to their potential for liquefaction. The liquefaction zoning of the subject site is identified in the attached map titled 'Zones of Potentially Liquefiable Soils'. However, despite this zoning, please note that as soil properties can vary greatly over short distances, the actual liquefaction potential of the subject site can only be determined through a site specific investigation. Please refer to the above mentioned report for more information about the liquefaction potential of the site. The report is available at www.ecan.govt.nz/liquefaction.

Please contact Environment Canterbury on 0800 324 636 for any questions about this report.

Timaru District Council (together with Environment Canterbury) has procured a report dated June 2020 and entitled Timaru District Coastal Hazard Assessment Coastal Inundation from the National Institute of Water & Atmospheric Research Ltd (NIWA). The report identifies and maps nine potential coastal inundation (flooding by the sea) scenarios in the Timaru District, based on:

A 1% annual exceedance probability (AEP) storm (being a 100 year average recurrence interval storm event), combined with seven sea level rise scenarios ranging from present-day sea level through to 1.5m of sea level rise; and

A 2% AEP storm (being a 50 year average recurrence interval storm event), combined with two sea level rise scenarios (0.4 and 0.6m of sea level rise).

The report indicates that this property, or part of this property, could potentially be subject to coastal inundation in one or more of the above scenarios.

The effect of this classification is that Council staff may request information, including a detailed property specific coastal inundation hazard report, when processing building consent applications and/or resource consent applications in relation to this property. A detailed property specific coastal inundation hazard assessment could subsequently impact whether a building consent or resource consent can be granted or must be refused, or inform the conditions to the building or resource consent.

The full report is available via the following link to the Environment Canterbury website <https://www.ecan.govt.nz/data/document-library/?Search=3960995>. Please contact Environment Canterbury directly for further information about current and potential future coastal inundation in this area, or Timaru District Council to discuss a specific building or resource consent application.

Part or all of this site may be subject to the risk of flooding. Contact Environment Canterbury for site specific details.

Other Planning Information

There are no other planning matters.

Additional Information

The attached map and legend should be viewed in conjunction with the above information.

The aerial photograph is not to scale and is included for information only. No measurements should be taken from it. The aerial photograph is the most recent available.

ENVIRONMENTAL HEALTH

The property is not subject to a licence under the Sale and Supply of Alcohol Act 2012.

The property is not subject to any food or health licences.

There are no environmental health requisitions on the property.

BUILDING

Building Consent No. 7260 issued on 04/05/1995
Activity : BUILDING DEMOLISHED - Erect New Clubrooms

ON-SITE DRAINAGE

There are private drains on the site.

There are no shared drains.

There are drainage plans attached.

Please note:

Information provided on drainage plans is based on Council records. Although every care is taken to ensure that the information is correct, Council cannot guarantee the information is complete. A search of the property title is recommended if any additions or new buildings are proposed in the future.

PUBLIC SEWER/STORMWATER DRAINS & LAND DRAINAGE

There are no public sanitary drains on the site.

There are no public stormwater drains on the site.

There is no land drainage system.

There are no outstanding requisitions for direct/indirect entry of stormwater into the sewer system.

There are existing sewer connections available on the site.

Industrial Sewer Discharge

This property is zoned Industrial H. It should be noted that any sewer discharge of an industrial nature, unless the discharge is less than 5m³/day and is treated to domestic standard, will require a separate sewer connection to the industrial trunk main and will be subject to tradewaste discharge agreement and charges.

WATER SUPPLY

There is a metered supply to the property and Extraordinary Water fees are payable.

The water fees are charged to the owner of the property for actual water used and are invoiced 6 monthly. If the property is sold it is the vendor's responsibility to request a final reading. The new owner is advised to check this has been done.

The property is connected to the Timaru Water Supply.

The Timaru Water Supply is subject to water restrictions in times of high demand. The Timaru District Council is responsible up to and including the toby at the street boundary. Information sheet attached.

Existing Water Connection installed to Domestic Standards only

The water supply to this property does not meet Council Standards for a commercial / industrial water connection.

Upgrading of the water connection to commercial / industrial standards will be required when the site is developed. The cost of upgrading of the water connection is the responsibility of the landowner or developer.

Backflow Prevention Risk to the Public Water Supply

The landowner is responsible for ensuring appropriate backflow prevention is installed in accordance with Timaru District Councils Boundary Backflow Prevention Standard Operating Procedure. To view a copy of this document please refer to Councils website: www.timaru.govt.nz/bfp

Should the current activity on site change and necessitate an upgrade of backflow prevention, a Services Consent is required to be in place prior to commencement of the physical works.

Water Meter

There is a metered water supply to this property. Water charges are in accordance with Councils Fees and Charges publication which is available on Councils website: www.timaru.govt.nz. If the property is sold it is the vendors responsibility to request a final reading and the new owner is advised to check this is carried out.

OTHER

Services Consent Paperwork Outstanding - LOT: 3 DP: 35163

Applicant Timaru District Council

Services Consent 60.2023.183.1 - Doc # 1583152 - Issued 16/06/2023 (copy enclosed)

Approval issued for Temporary Water, Sewer and Stormwater Disconnections. The following paperwork in relation to this approval is outstanding:

- Signed Agreement of Acceptance
- Application for Infrastructure Certification
- Disconnection Work Report
- As Built Plan
- As Built Photos

Work has not been inspected and may not be compliant with Council Standards.

B Carran
CHIEF EXECUTIVE

Per: 

Date: 23.7.2023

For enquiries concerning this LIM please contact Customer Services phone 687-7200.



LIM MEMORANDUM

The Timaru District Council is currently undergoing a review of the current District Plan, which was made operative in 2005. The purpose of the District Plan Review is to review the current provisions of the Operative District Plan (2005) which may include introducing new or amended provisions/zoning to ensure that land use and subdivision in the Timaru District continues to be effectively provided for and managed.

The Timaru District Council publicly notified the Proposed District Plan on 22nd September 2022. There are certain rules in the Proposed District Plan that have immediate legal effect from the date of notification.

The Proposed Timaru District Plan is subject to change at any time. Further rules will come into legal effect and/or become fully operative at the close of submissions, the release of decisions and the resolution of appeals. You should check with the Council whether any changes have occurred since the date this LIM report has issued. The information provided with this LIM on District Plan requirements is applicable as at the date this LIM is issued: there may be changes to the District Plan rules following the release of this LIM that may affect this site and surrounding properties.

To find out more on the Proposed District Plan, its status, and how it applies to your property, please refer to the links below:

Link to the Information on the Proposed District Plan review and its status :
[Timaru.govt.nz/pdp](http://timaru.govt.nz/pdp)

Link to find out the zoning and rules in the Proposed District Plan :
<http://timaru.isoplan.co.nz/ePlan>

Link to find out the zoning and rules in the Current District Plan :
<https://www.timaru.govt.nz/services/planning/district-plan/district-plan-online>

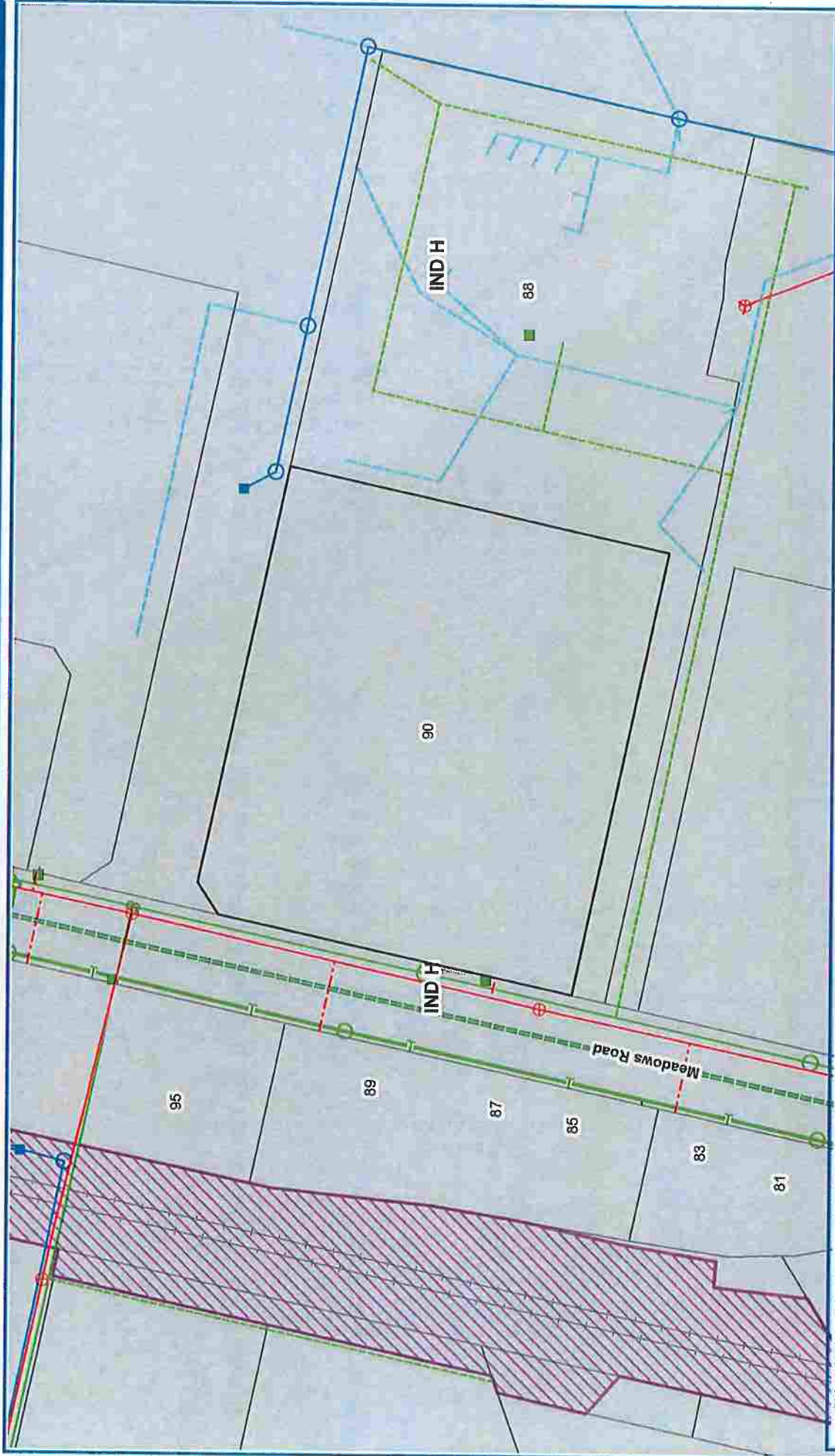
Hamish Barrell | District Planning Manager



Property Location Map

Refer to appended sheet for Legend

Not to scale
18-July-2023



All information shown (incl. underground services) is indicative only. Timaru District Council accepts no responsibility for incomplete or inaccurate information contained on this map. This publication is copyright reserved by Timaru District Council. Cadastral information is sourced from LINZ Data Service CC 3.0

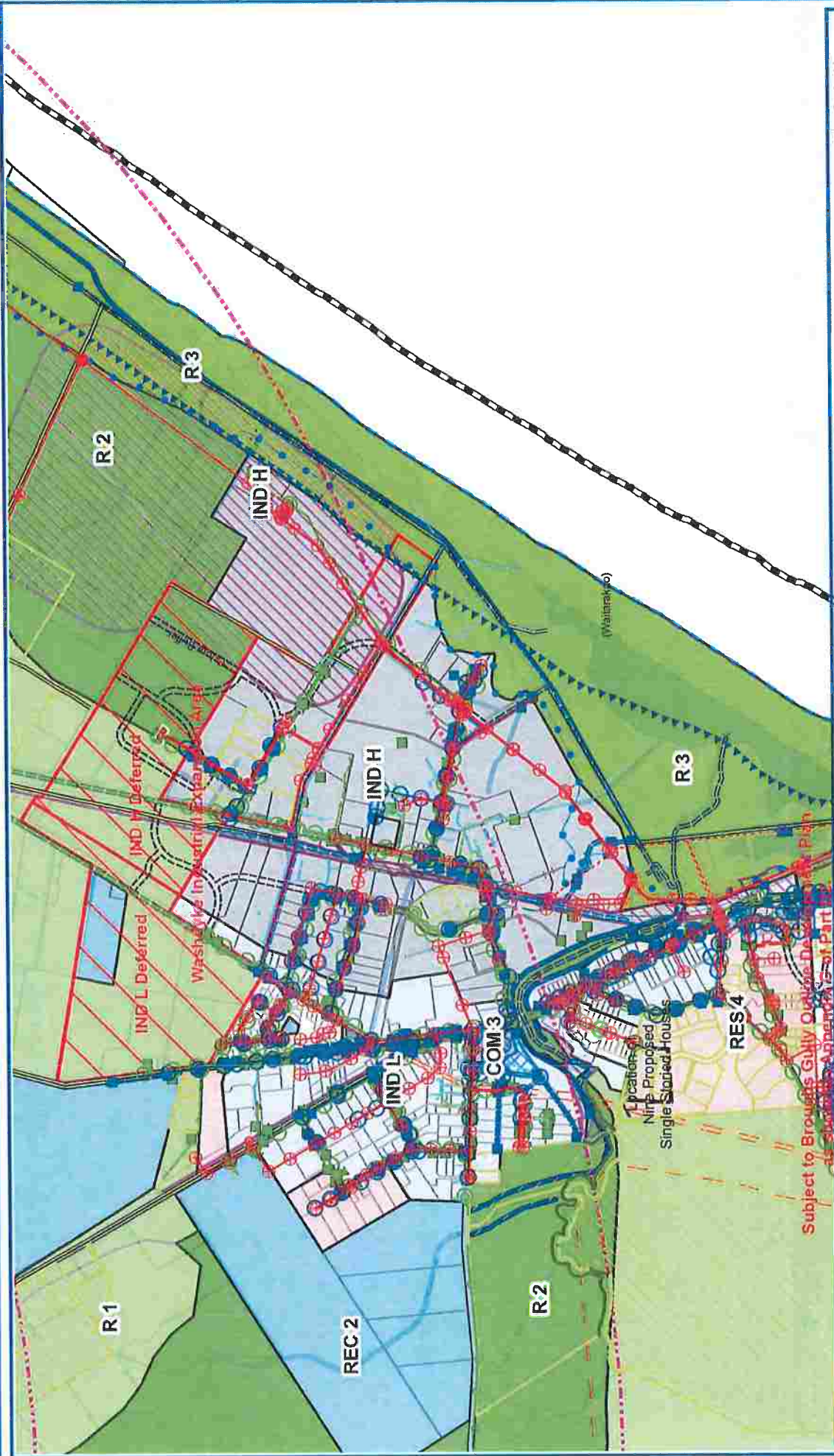
Address: 90 Meadows Road, RD 3, Timaru



Property Location Map





























Refer to appended sheet for Legend





























Not to scale
18-July-2023



All information shown (incl. underground services) is indicative only. Timaru District Council accepts no responsibility for incomplete or inaccurate information contained on this map. This publication is copyright reserved by Timaru District Council. Cadastral information is sourced from LINZ Data Service DC 3.0

Address: 90 Meadows Road, RD 3, Timaru

-  District Outline
-  Designated Site
-  Designated Area
-  Archaeological Site
-  Heritage Buildings and Structures
-  Heritage New Zealand Sites
-  Significant Tree
-  Aerodrome Flight Path Designation
-  Indicative Road
-  Coastal Marine Area Boundary
-  100 Year Coastal Erosion Line
-  Coastal Inundation Line
-  ECan Managed Drains
-  Stopbanks
-  Esplanade Strips
-  Powerlines
-  Noise Contour
-  Significant Natural Areas
-  Statutory Acknowledgements
-  Outstanding Landscape Areas
-  Amenity Landscape Areas
-  Prop. District Plan Amendments
-  Proposed Subdivisions
-  Proposed Subdivisions at 224C Stage
-  Washdyke Industrial Expansion Area
-  High Hazard Stopbank Setback Area
-  Coastal High Hazard (Erosion) Area
-  Coastal High Hazard (Inundation) Area

-  COM 1
-  COM 1A
-  COM 1B
-  COM 1C
-  COM 2
-  COM 2A
-  COM 3
-  IND H
-  IND L
-  R 1
-  R 2
-  R 3
-  R 4
-  R 4A
-  R 4B
-  R 5
-  REC 1
-  REC 2
-  REC 3
-  RES 1
-  RES 2
-  RES 3
-  RES 4
-  RES 5
-  RES 6
-  Rural Residential Sub Zone
-  Rural Lifestyle Sub Zone
-  Rural Production Sub Zone

-  National Routes
-  Regional Arterial Roads
-  District Arterial Roads
-  Principal Roads
-  Collector Roads
-  Water Mains
-  Water Laterals
-  Private Water
-  Abandoned Water
-  Sewer Mains
-  Sewer Laterals
-  Private Sewer
-  Abandoned Sewer
-  Stormwater Mains
-  Open Storm Channel
-  Stormwater Laterals
-  Private Stormwater Mains
-  Private Open Storm Channel
-  Abandoned Stormwater
-  Redundant Gas Pipes
-  Gleniti FUD Streams
-  Gleniti FUD Reserves
-  Future Urban Development Zones



Land Information Memorandum Map

Legend

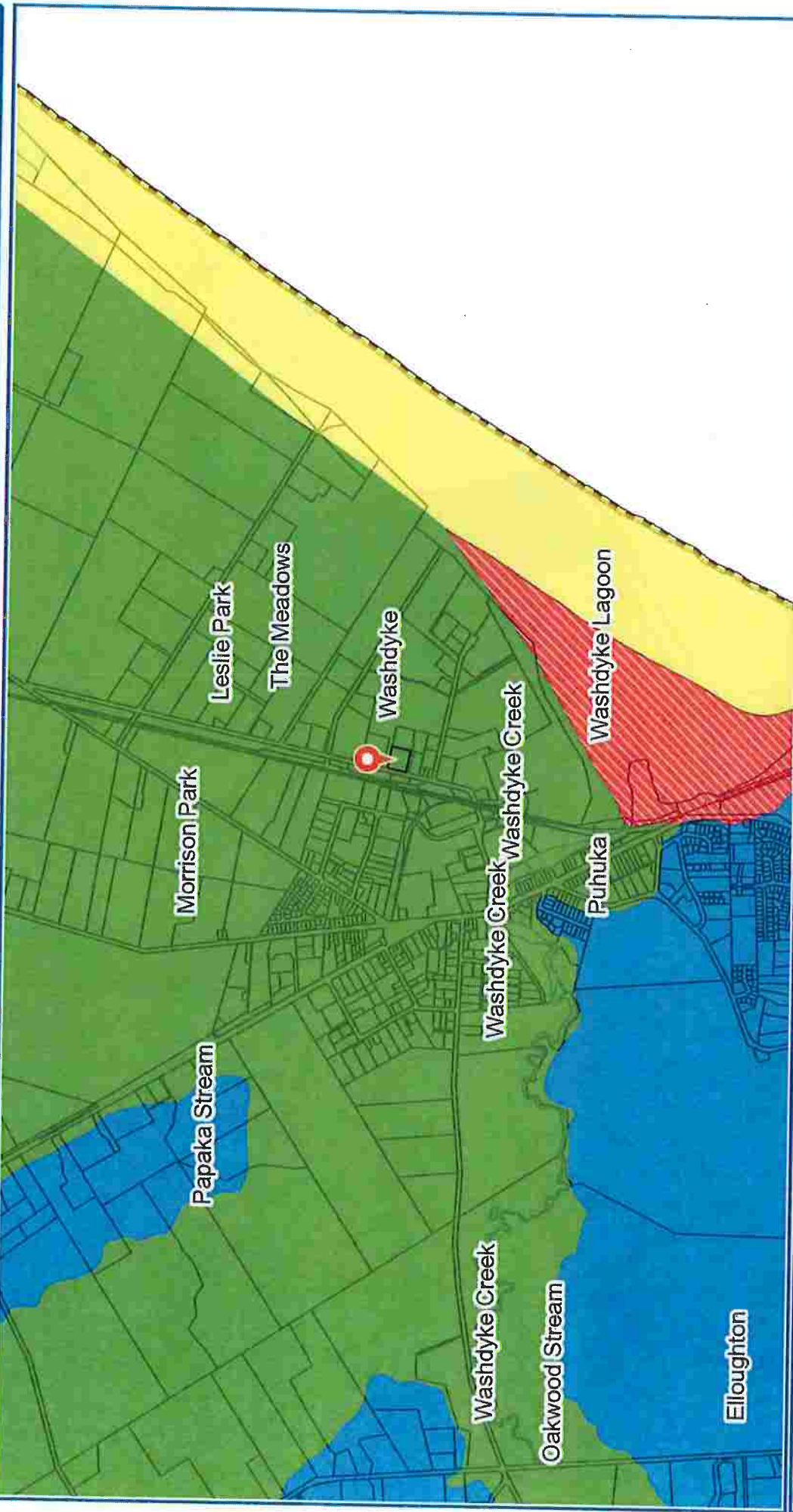
Cadastral information derived from Land Information New Zealand. CROWN COPYRIGHT RESERVED.
 Information shown is the currently assumed knowledge as at date printed. If information is vital, confirm with the authoritative owner. E. & C. E.
 Date of Photography - Urban areas - Jan. 2020
 - Rural areas - March 2017

Property Air Photo



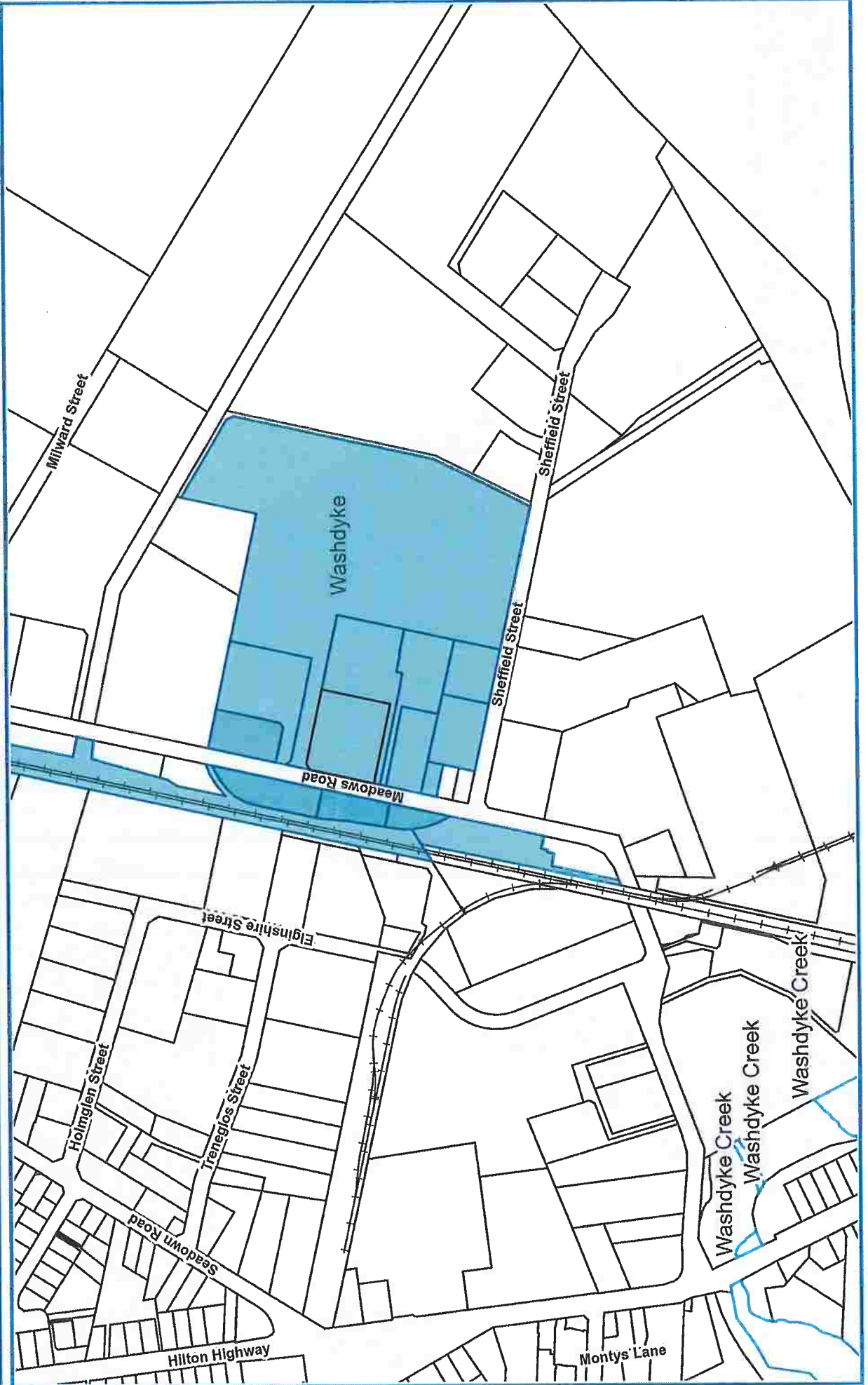
Liquefaction Vulnerability Categories

Not to scale
18-July-2023



- Liquefaction damage is possible - fine-grained sediment < 10,000 years old
- Liquefaction damage is possible - river or stream sediment < 10,000 years old
- Liquefaction damage is unlikely - river, stream or beach sediment > 10,000 years old
- Liquefaction damage is unlikely - rock or hill soils

Adjoining Properties



Adjoining Properties Planning Approval Report

Relevant activities requiring Planning approval in close proximity to the subject property are listed below.

This area is defined in blue on the enclosed map.

Activities requiring Planning approval for rail land, road reserves and riverbeds are not shown.

LIM No: 27870

Land Use Consent No. 2114

Granted Date: 28/02/1995

Situation: 90 Meadows Road

Activity: Erect Building (Devils Henchmen Clubrooms). Activity Ceased May 2023.

Subdivision Consent No. 2017.38

Granted Date: 27/11/2017

Situation: 106 Meadows Road

Activity: Boundary Adjustment

Land Use Consent No. 2018.4

Granted Date: 12/02/2018

Situation: 104 Meadows Road

Activity: Store 391 Litres of Carbon Dioxide in Industrial H Zone

In reply please contact: Mr. Kitch

5 March 1988

G. Fox
117 Meadows Road
TIMARU

Dear Sir/Madam

**DECISION - RESOURCE CONSENT APPLICATION NO 2114
CONSTRUCTION OF CLUBROOMS AT 117 MEADOWS ROAD WASHDYKE
LOT 3 DP 35163 - DEVILS HENCHMEN MOTORCYCLE CLUB TIMARU**

I refer to your above mentioned application received on 28 February 1988.

This application involves the construction of a two storeyed clubrooms as per the submitted plans to be used for meetings and social events by the applicant club. Facilities incorporated within the building are a bar, kitchen, lounge, office, study and toilets. Currently occupying the site is an existing social room which is to be demolished.

Under the provisions of the Transitional District Plan this site is located within the Industrial D1 zone. Clubrooms including a bar and kitchen are determined to be a Non Complying Activity within this zone.

In the first instance Council considered this application pursuant to Section 94(2) of the Resource Management Act 1981 in order to determine whether or not this proposal required public notification. With regard to this aspect Council considered that the two criteria as listed in subsection (a) and (b) of this section had been met and accordingly determined that this application need not be notified.

Council then considered the application pursuant to Section 100 of the Act which requires evaluation in terms of both the scale of effects as defined in Section 2 and also with regard to any relevant objectives and policies of the District Plan.

Accompanying the application were letters from all adjacent and adjoining property owners or agents acknowledging the extent of the plans and signifying their approval to the proposal.

Of specific concern to the Council was the potential for noise originating from the site and from the intensification of the existing social facilities. The receipt of the written approvals as mentioned in the above paragraph has determined that the effect of noise although potentially disturbing will be minor with the subject site being largely isolated from residential dwellings by existing industrial users.

Although some attempt has been made by the occupants to initiate screen plantings these have to date made little impact on the bareness of the site viewed from the public roadway. Considerable plantings will be required in order to have any appreciable modification of the site.

The intensification of the site usage will it is envisaged encourage increased vehicle traffic to the site thus necessitating extension to the existing vehicle parking areas and to the entrance off Meadows Road.

Both of these aspects as mentioned above referring to landscaping and vehicle accommodation are it is considered able to be satisfactory catered for by the imposition and enforcement of suitable conditions.

In light of these it is considered therefore that the impact of any adverse effects created by this proposal will be no more than that which could be referred to as minor.

As mentioned above the proposed addition is determined to be a Non Complying Activity within the Industrial C zone which by Zone statement specifically provides for heavy industry having the potential to create noxious or dangerous effects.

Acknowledging this determination it is also recognized that the existing use as a dwelling house was established as a predominant use under the provisions of the previous District Scheme. Subsequent predominant use to this expansion additional facilities have occurred.

Having considered the matters in Section 104 and Part II of the Resource Management Act 1991 it is considered that with suitable conditions, any adverse effect of the proposal will be minor. Accordingly pursuant to Section 105 of the Act consent is granted to a Non Complying Activity in order to permit the construction and use of a Clubroom in accordance with plans submitted subject to the following conditions.

- (a) That prior to the construction of the building commencing a landscaping plan be submitted and approved by the Director of Parks and the Manager of Planning and Regulation.
- (b) That the landscaping of the site be carried out in accordance with the plan approved and maintained in a satisfactory manner for as long as the activity occurs on this site. A landscaping agreement supported by a deposit of \$500.00 will be required to ensure that this condition is complied with.
- (c) That vehicle ingress/egress off Meadows Road be formed sealed and drained to a standard of not less than the adjoining roadway for a distance of 9 metres from the property boundary for a minimum of 6 metres in width.

(d) That a minimum of 29 carpark spaces are provided each to comply with the 90 percentile carparking as detailed in Appendix 4 of the Transitional District Plan, Timaru City section to be formed and surfaced as to be available for use in all weather conditions.

Further to the above condition it is noted the application clearly shows the provision of bar facilities. Sales of alcoholic beverage must not occur prior to the applicant club firstly obtain approval for a liquor licence.

Enclosed is a receipted tax invoice for the \$75.00 application fee paid.

There is a right of review to the Council's Hearings Committee against this decision providing any notice of review is lodged within 15 working days of receipt of this notification.

If no review is lodged, this consent will lapse unless acted on within 2 years after the time for lodging a review has expired.

No work should commence until the necessary building consent has been obtained.

Yours faithfully

E G Braker
MANAGER OF PLANNING AND REGULATION

sk/cm

PLAN OF DRAIN

90

Owner... DEVILS HENCHMEN MFC CLUB... Address of Property... MEADOWS RD

Plumber... R. J. Langford... Drainlayer... R. J. Langford

Scale: 1 : 200 Lot..... D.P. |..... Block Sheet.....



DO NOT RELY SOLELY ON THIS INFORMATION DRAINAGE PLAN IS INDICATIVE ONLY OF THE APPROXIMATE POSITION OF DRAINS.



**COUNCIL GENERATED RETROSPECTIVE
SERVICES CONSENT : 60.2023.183.1**

*Application for Services is required in accordance with
Timaru District Consolidated Bylaw 2018 - Chapter 15: Clause 1502*

*Council has no record of an application to temporarily disconnect the water and sewer on these
properties from the public infrastructure networks. Accordingly, the following Services Consent for
Water and Sewer is deemed Retrospective.*

Property Details:

Location/Street Address: 90 Meadows Road, Timaru
Type of Services: Temporary Water Disconnection
Temporary Sewer Disconnection
Landowner: Timaru District Council
Valuation Ref: 24930/265.02
Legal Description: Lot 3 DP 35163
TDC Parcel Id: PR22052

This Services Consent is issued subject to compliance with the following Schedules:

| | | |
|-------------|-----------------------------------------------------------------------------------------------|---|
| Schedule 1. | General Conditions..... | 2 |
| Schedule 2. | RETROSPECTIVE Approval for Temporary Disconnection of Water and Sewer Laterals..... | 4 |
| Schedule 3. | Existing Services and Location thereof..... | 6 |
| Schedule 4. | Approved Plan..... | 7 |

Andrea Denton
Infrastructure Consents Administrator

Dated: 16 June 2023

***Issue of a Services Consent does not automatically imply that
Land Use Consent and/or Building Consent will be granted.***

Encl:
Agreement of Acceptance Form

Copy to:
Timaru District Council:
Timaru District Council:

Property Unit: Attention Nicole Timney – Email: nicole.timney@timdc.govt.nz
Project Manager: Attention Paul Cooper – Email: paul.cooper@timdc.govt.nz

Schedule 1. General Conditions

- 1.1 The landowner / applicant or their agent is to pay all costs associated with the physical works (including any disconnections and/or relocations).
- 1.2 The landowner / applicant or their agent is to ensure that any Resource or Building Consents required are to be obtained prior to work commencing.

Advice Note: We acknowledge that neither a Building Consent nor a Resource Consent has been received nor are they required for the proposed work contained within this Services Consent.

- 1.3 The landowner / applicant or their agent is to fully complete, sign and return the Agreement of Acceptance prior to physical works confirming that:
 - a. All conditions are understood and accepted.
 - b. Payment of any fees or contributions has been made.

- 1.4 **The fully completed, signed Agreement of Acceptance are to be returned immediately.** This can be scanned and emailed to infrastructureconsents@timdc.govt.nz

- 1.5 All work on Council Infrastructure is to be completed by a Council Infrastructure Approved Contractor. This includes excavation and/or reinstatement of existing Council services within the Road Corridor. **Any work not carried out in accordance with Timaru District Council standards will require to be rectified at the landowner / applicant or their agent's cost.**

- 1.6 All physical work carried out must comply with current Council specifications at the time of installation of the works. Where the Approved Plan differs from Council standards, the higher standard becomes the minimum required to be installed.

Current "Construction Standard Specifications" can be found on Council's website: www.timaru.govt.nz/standard-specifications

- 1.7 **Any existing Council services, i.e. fire hydrants, and/or sewer or stormwater manhole/s that are covered by construction work on-site are to be raised and/or lowered to finished ground level in accordance with Council specifications provided there is no detrimental effect to the operation of the services.**

*Advice Note: If this cannot be achieved and relocation of the existing services is required, **Specific Written Dispensation** should be obtained from Council's Drainage and Water Unit prior to the commencement of the works.*

- 1.8 **Any new service lateral to be located within an existing sealed carriageway is to be installed using trenchless technology (i.e. thrust boring or directional drilling) and is to be perpendicular to the alignment of the road.**

*Advice Note: If the contractor determines that the ground conditions are unsuitable for trenchless technology, **Specific Written Dispensation** must be obtained from the Road Controlling Authority (in this case the Timaru District Council). **This must be obtained prior to continuing the installation.***

- 1.9 Any required forms will be issued to your Nominated Contractor once the fully completed, signed Agreement of Acceptance has been returned to Council, provided payment of any contributions/fees payable has been made and the Contractor's CAR has been lodged (if applicable).

Within 20 days of completion of the works, the Council Infrastructure Approved Contractor is responsible for returning all required paperwork complete with installation dates and As-Built measurements to Council.

Advice Note: All paperwork related to completion of works should be scanned and emailed to infrastructureconsents@timdc.govt.nz.

Advice Note: The Consent process is not complete until all required paperwork is returned.

- 1.10 All work carried out within the road/footpath is to be carried out in accordance with *National Code of Practice for Utility Operators' Access to Transport Corridors*. This code of practice includes a 24 month maintenance and warranty period that is the responsibility of the landowner / applicant or their agent.

Application Fee

- 1.11 Council records show an application fee has not been paid. We have made arrangement for this fee to be processed via an internal journal transfer.

Any questions regarding this schedule should be directed to:

- | | | | |
|----------------------------|-----------------------|---------------|--------------|
| • Inspections | Customer Services | (03) 687 7200 | |
| • CAR's/Traffic Management | Mrs Aleisha Eddington | (03) 687 7410 | 027 299 7014 |
| Trenchless Installation | | | |

Council requires all redundant service connections to be permanently disconnected from the public network.

2.1 Council has an expectation that a temporary disconnection will be re-used within a 2 year period. If the service laterals are not re-used within this time frame, Council reserves the right to require permanent disconnections to be undertaken at the landowners cost. *This has been noted on Council's LIM and property databases.*

2.2 Temporary disconnections may be undertaken by a qualified plumber/drainlayer within the property boundary, however all permanent disconnections must be undertaken by a Council Infrastructure Approved Contractor.

Advice Note: CRM 157891/2023 was issued to Council's Maintenance Contractor (City Care Ltd) on 16 May 2023 for temporary disconnection of services.

2.3 All disconnections must be undertaken as soon as practically possible.

2.4 **Water Laterals:**

Temporary disconnections require the redundant water lateral to be disconnected and capped 1.0m inside the property boundary.

Advice Note: Prior to the interruption of the water supply, the contractor shall notify affected consumers and Customer Services reception at the Timaru District Council with written notification of the network shutdown. A minimum of forty-eight (48) hours notice must be given prior to any controlled network shutdown.

2.5 **Before undertaking any temporary disconnection for sewer and stormwater laterals, the connections are to be CCTV'd to ensure they are in good condition and are suitable for re-use in the future.** A copy of the CCTV footage is to be made available to Drainage and Water personnel for viewing and acceptance.

Upon review of the CCTV footage and acceptance of the laterals suitability for re-use temporary disconnections can be undertaken in accordance with Council Standards.

If pipes are in a poor condition and deemed unsuitable for future use, the laterals must be permanently disconnected in accordance with Council Standards.

2.6 **Sewer Laterals:**

Temporary disconnections require the redundant sewer lateral to be disconnected and capped 1.0m inside the property boundary.

2.7 All service lines shall be sealed with a proprietary cap or solid grout/cement to prevent ingress of water or debris. No grout or cement shall travel down the defunct / disconnected service line to obstruct the main. Any disconnection debris causing blockage of the main will be at the applicant's costs to rectify or remove.

2.8 Inspection of the sealed/capped service line by Council's Drainage and Water Unit personnel shall occur prior to backfill of the excavation.

2.9 Details of the depth and position of the sealed/capped service, measured from the property boundary lines to the sealed cap, are to be detailed on the Work Report Form provided to the contractor.

2.10 The properties water and sewer rating information will not be updated until receipt and acceptance of the Disconnection Work Report.

Advice Note: Upon disconnection of the services, the property will be continue to be liable for a ½ service charge for water which is the property's rating requirement that covers the provision of Fire Fighting capability.

2.11 As-Built photos are to be provided upon completion of the works showing, but not limited to:

- Existing pre-construction ground conditions
- Pipe disconnection from main at time of disconnection
- Capped disconnection within property boundary at time of disconnection
- Completed reinstatement of excavation area

2.12 Upon the completion of the works an Application for Infrastructure Certification is required to be lodged with Council, which requires the following paperwork to be provided:

- CCTV Footage
- Disconnection Work Report
- As Built Plans in *.shp and *.pdf format of disconnections undertaken
- As Built Photos

Any questions regarding this schedule should be directed to:

- *CCTV Review/Disconnections* *Mr Greg Smith* *(03) 687 7447*
- *Inspections* *Customer Services* *(03) 687 7200*

Council Infrastructure in the Vicinity

- 3.1 The following Council services are known to exist within the vicinity:
- Timaru Water Supply Pipelines
 - Timaru Sewer Pipelines
 - Timaru Stormwater Pipelines
 - Land Transport Assets (i.e. Traffic Light Detector Loops, including associated power and communications cables, Traffic Counters, Council's Fibre Optic Cables, etc)
- 3.2 A Services Plan of Council infrastructure can be obtained for your Nominated Contractor via the "BeforeUdig" website.

Other Utility Providers in the Vicinity

- 3.3 All existing underground services in the vicinity must be adequately located before commencing work. **You are advised to contact the "beforeUdig" website www.beforeudig.co.nz and any other known service providers to check the proposed work is not in conflict with any other utility provider.** The Council will not be liable for any damage done to existing underground services.

Location of Utilities

- 3.4 All services must be located prior to commencement of work.
- 3.5 Construction areas may be expected to contain a diversity of existing services and the Contractor must expect to encounter inaccurately recorded or unrecorded services or services in a state of disrepair.
- 3.6 The Applicant shall be responsible for the cost of the repair of any damage or required service relocation that occurs during construction.

Schedule 4. Approved Plan



Timaru Water Supply

Where does your water come from and is it safe?

Timaru's water comes from two sources: the Upper Gorge of the Pareora River and from the Opihi River near Pleasant Point. From there it is piped to the Claremont Reservoir where the water receives ozone treatment to kill bacteria and protozoa (*Giardia* and *Cryptosporidium*), it is then chlorinated to prevent the water getting re-contaminated on its way to your taps.

Council own and operate the water supply network from the intake to the point of supply at your property. For the Timaru scheme these assets consist of 2 intakes, 5 pump stations, 3 reservoirs, a treatment plant and a reticulation network of around 338 kilometres of pipelines.

Maintenance of the water supply

Council utilizes contractors to carry out maintenance work. Occasionally a water main may need to be shutdown for maintenance, meaning you will not have water. We try to keep disruption to a minimum and where possible inform people in advance. Notification may be via a letter, newspaper or radio advert, loudspeaker, on our website or Facebook page or a combination of these. If you require a continuous supply of water please make your own storage arrangements

Your Responsibilities

You are responsible for the pipework on the property from the boundary to your taps.

If you have a shared right of way, the water supply within that right of way is commonly a combined water service for all users. Users of this pipework are responsible for its operation and maintenance. As this supply line is beyond the road boundary it is not the Council's responsibility.

Water conservation:

- Water is a limited and precious resource. Council is only allowed to take so much water from the ground and rivers, so we all need to be considerate with our water usage. We regularly check our pipelines for leakage and we request you fix any leaks you find on your property.
- Council will contact you if we become aware of water wastage on your property and will ask you to fix it. If it continues to be above acceptable levels, enforcement action may be taken.
- If you are a high-use consumer you may have a meter installed on your water supply connection.

Water restrictions

Dry weather conditions can result in short supply due to low river levels and excessive consumer use. When this happens hosing restrictions are used to reduce the demand for water. Restrictions are advertised on large signage, in the newspaper, at www.timaru.govt.nz and Facebook page.

Backflow prevention

Backflow occurs when water flows in reverse to the normal intended direction, i.e., it flows from your property back into the water supply system. Backflow is caused by changes in pressure. In residential properties, backflow contamination can come from sources such as private wells, hoses left in ponds or pools or incorrect air gaps on header tanks.

Backflow has the potential to become a serious health risk, if contaminated water flows back into the mains. It is important you understand the risks of backflow to help protect our drinking water. Council can request an assessment of the backflow risk from any property and to require an

appropriate backflow prevention device or system be installed at the property owner's expense. You can find more information on backflow on our website.

Report or repair faults

Please let us know if you see a fault in our water system such as burst pipes, leaky water mains etc. If the fault occurs within a property's boundary then it is up to the owner to fix it but you can contact the Council for technical advice. Council has a 24/7 call-out service on: (03) 687 7200.

Need a water connection?

Pick up an application form from the Council's main office at 2 King George Place, Timaru or download the form from the *Services Consents* page on our website www.timaru.govt.nz
Other information on water supply services provided by the Council is available at our website.

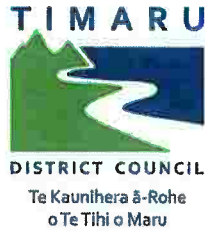
Enquiries

For any enquiries relating to the District's water supplies please contact us at:

Timaru District Council
2 King George Place, Timaru 7910
Phone: 03 687 7200
Email: enquiry@timdc.govt.nz

Temuka Service Centre
King Street, Temuka 7920
Phone: 03 687 7591

Geraldine Service Centre
Talbot Street, Geraldine 7930
Phone: 03 693 9336



28 July 2023

Tēnā koe

RE: LIM's for 76, 78, 80 and 90 Meadows Road, Timaru

The LIM's provided for the purpose of the tenders of the above properties were prepared on 23 July 2023 and at that time there was outstanding Services Consent Paperwork in respect to Services Consents to temporarily disconnect Water, Sewer and Stormwater connections (which Services Consents pertain to demolition of the improvements on the properties).

The Infrastructure Compliance Certificates for each of the Services Consents were issued on 25 July 2023 and copies are enclosed.

As a consequence of the demolition of the improvements on the properties, the Rating Information for each of the properties has been updated (after the LIM's were prepared) and details of the new Rating Information for each of the properties is enclosed.

Ngā mihi

Paul Cooper
Group Manager Environmental Services
e. paul.cooper@timdc.govt.nz
p. 03 687 7281



INFRASTRUCTURE COMPLIANCE CERTIFICATION
SERVICES CONSENT : 60.2023.183.1

Applicant Details:

Applicant/ Landowner: Timaru District Council

Property Details:

Location / Street Address: 90 Meadows Road, Timaru

Valuation Ref: 24930/265.02

Legal Description: Lot 3 DP 35163

TDC Parcel Id: PR22052

Type of Services:

Temporary Water Disconnection
Temporary Sewer Disconnection

The physical works undertaken in accordance with the above approval has been inspected and meet Council Standards. All required paperwork has been received by Council.

Accordingly all conditions of the Services Consent have been met and the works are accepted as compliant. The LIM note recorded against your property has been removed.

Should you require further information or wish to discuss this matter further, please feel free to contact me on (03) 687 7484.

Andrea Denton
Infrastructure Consents Administrator

25 July 2023

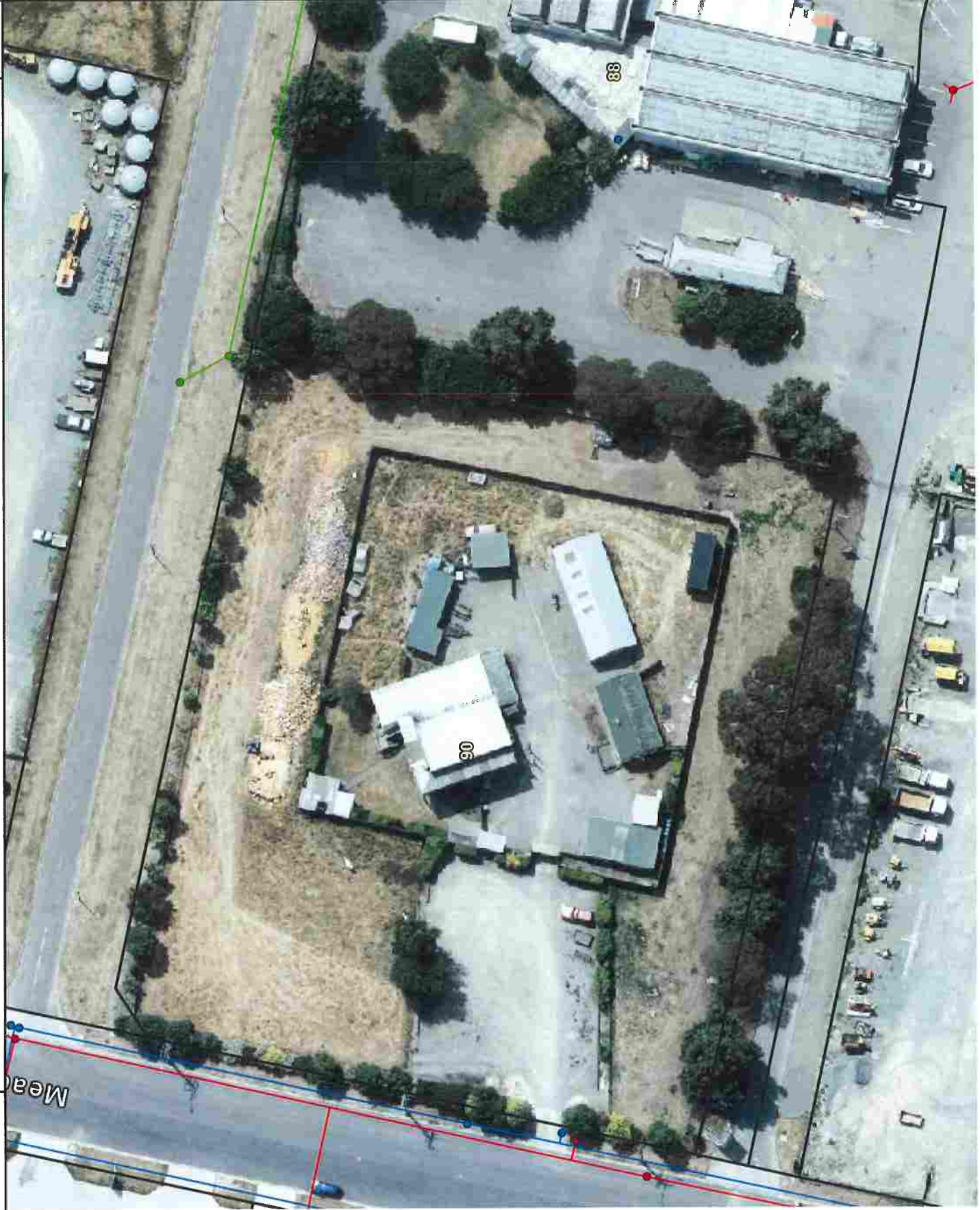
e: andrea.denton@timdc.govt.nz

p: 687 7484

| | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------|--|-------------------------------------------------|---------------------------------|
| Valuation Reference 24930 26502 | | Computer Codes extns. 0 change CDPGHO indic. 141000 | | Date of Revision 01/09/2020 | Date form printed 01/06/2023 |
| Special Values | | Nature of Improvements | | Occupier (within the meaning of the Rating Act) | |
| VI 1000 | VI | Rateable NOT APPLICABLE | | TIMARU DISTRICT COUNCIL | |
| LV 910000 | LV | | | PO BOX 522 | |
| CV 911000 | CV | | | TIMARU 7940 | |
| Trees | | | | | |
| SQ METRES 8766 | | Address of Property/Situation 90 MEADOWS RD | | Name of District TIMARU DISTRICT | |
| <p>The sequence of data here is: Owner (if other than Occupier), Special Rating Area Information (if any), Description of Property.</p> <p>RECORD UPDATED: Date: 31/05/2023 Time: 09:26:21</p> <p>REGION: 13 Canterbury Region WARD: 4 Levels</p> <p>LOT 3 DP 35263</p> <p>CAT ZN US UNT SUB G/P AGE CD CS SITE FLR CERTIFICATE OF TITLE IVS 7B 79 1 0 0 0 0 0 0 0 CB/14F/474 00/0000/0000</p> <p>REASON: QV ... Clubroom demolished</p> | | | | | |



- Water-supply Nodes
- Stormwater Nodes
- Wastewater Nodes
- Water Supply Pipelines
- Wastewater Pipelines
- Stormwater Pipelines
- Rating Units



Legend note: if you have a large number of layers on the map, they may not all be visible in the legend.

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