



# 24 Kapanga Road Coromandel

ROB KEATLEY



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The documents provided in this information pack are review copies only, many provided by third parties and may not be current or complete. The records and reports are subject to update at any time. The information contained is therefore only being provided for basic introductory purposes and should not be relied upon by purchasers. Purchasers are encouraged to obtain their own copies of any records and seek independent legal and professional advice.



24 Kapanga Road  
Coromandel

## Prime Position Coro

This lovely heritage building has had a full renovation to a high standard, including the exterior cladding and wall framing replaced, new bearers, new wiring and plumbing, and a fire wall erected between the shop and the accommodation. The floor has been lifted and new piling completed and then the flooring totally replaced with the very attractive American red oak. The shop and accommodation are completely separate, with 2 entrances. So, you could have a home and income, or rental income from both.

The shop has a good-sized floor area and window-frontage, with a bathroom and kitchen included. Being right in the centre of town, means that there is a high volume of foot traffic going past daily. There is also a garage at the back which could be used for shop storage.

The accommodation is cute and chic with an attractive courtyard at the side. It comes with two heat pumps and a TV mounted on the wall. Very handy to all Coromandel Town amenities. Just a few steps the nearest café or restaurant. Both the shop and accommodation have been modernised,

including new windows and doors, all still in keeping with the authenticity of the original building.

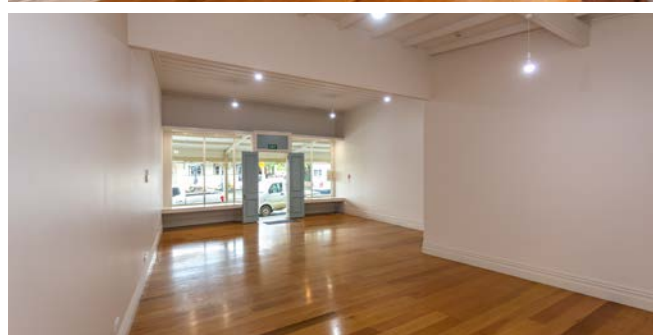
This is a very impressive land and building package, with the opportunity to take over before the busy holiday season, with vacant possession in place at the moment.

This property is in a commercial zone.  
Buyer Enquiry over \$750,000 plus GST (if any)



**Price:** Enquiries Over \$750,000  
**Land Area:** 225m<sup>2</sup>  
**Floor Area:** 154m<sup>2</sup>  
**Rates:** \$3,447

**View Online:**  
[www.trinitynetwork.co.nz/24-kapanga-road-coromandel](http://www.trinitynetwork.co.nz/24-kapanga-road-coromandel)



# Be quick!

This is unquestionably an impressive property!



ROB KEATLEY

Rob is best described as a “people person” you will find him to be a friendly and engaging individual, with a successful business and sales history, who is always ready with a smile and willing attitude. Rob has a can do philosophy and has built an extensive reputation for service, integrity and trust.

“ We had the pleasure of dealing with Rob in purchasing a property on the Coromandel Peninsula. Rob was fantastic to deal with, was very prompt to reply to questions or queries and always went the extra mile to ensure we had what we needed. Rob did two private viewings with us complete with walks around the property. He was knowledgeable in assisting us with questions relating to the property, local council and area in general. Owing to COVID-19 we had to do our pre settlement inspection virtually. Rob again went above and beyond in organising thorough videos of all the things we requested. Rob's service didn't stop as soon as the deal was done and remained available for all our further questions and for assisting us in getting some of the conditional works completed to the property. Thank you Rob!

Daniel and Michelle ”

## Rob Keatley

REAL ESTATE CONSULTANT

M: 0275 777 424

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W: [www.trinitynetwork.co.nz](http://www.trinitynetwork.co.nz)

View Online:

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# VENDOR TRANSPARENCY DOCUMENT



Address: 24 Kapanga Road, Coromandel

**IMPORTANT NOTE:** This form is completed by or on behalf of the vendor to set out information about the property known by the vendor, or to the best of the vendors knowledge. It is provided to Purchasers as initial background information only. The statements are not to be relied on by the purchaser or any third party. Nothing in this form constitutes a warranty, guarantee, or obligation of the vendor and none of the information or statements shall be deemed part of any subsequent Sale and Purchase Agreement for the property.

The Vendor agrees that if after signing this form, they become aware of any additional information as described in this form or that may be of any interest to the purchaser, they will notify the Agent immediately to arrange an update to the form which will be provided to the Purchaser. The Vendor also agrees that anything additional discovered by the Agent may be noted on the 'Title & Further Information Form' at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included on other paper if there is not enough space.

Is the Vendor aware of any weather tightness, structural or geotechnical issues (including any past damage)?

Yes  No

Is the Vendor aware of any other damage or defect to the property including cladding, internal walls, roof, guttering, piling or any other hidden or underlying defects etc?

Yes  No

Is the Vendor aware of any hazards including weatherside cladding, asbestos, dux quest plumbing, scrim or any other similar item that in the vendors discretion, considers may be relevant to a purchaser?

Yes  No

Is the Vendor aware of any chattel, fixture or fitting that does not work or is damaged?

Yes  No

Is the Vendor aware of any issues regarding the neighbourhood including road changes, planned developments, phone towers or received any notice or demand from any local or government authority or other statutory body, from any tenant of the property or any other party? Has the vendor given any consent for neighbouring builds, developments or renovations or any other matter?

Yes  No

Is the Vendor aware of any criminal activity, drug use or creation, deaths (other than as a result of natural cause) or other activity or event that in the vendors discretion & opinion, considers may be relevant to a purchaser?

Yes  No

Is the Vendor aware of any outstanding payments on the property including any building work, insulation, chattels, or items that have been agreed to be added to the rates?

Yes  No

Is the Vendor aware of any work done at the property by any person at any time that was not correctly permitted, consented, signed off or completed in accordance with the applicable laws or Council requirements?

Yes  No

Is the Vendor aware of any matters concerning the boundaries, fencing or title that at the vendors discretion, may cause a prospective purchaser concern? (Eg fencing issues, unclear boundaries or disputes, title complications or requisitions etc)

Yes  No

# VENDOR TRANSPARENCY DOCUMENT



**Additional Information Provided by the Vendor:**

Has the Vendor completed a Healthy Homes Assessment if tenanted?

Yes  No

Does the property have a Healthy Homes Certificate?

Yes  No  NA

Are there any retaining walls on the property?

Yes  No

Has a Code of Compliance Certificate been issued

Yes  No  NA

Is this a legal Home and Income?

Yes  No

Has a Code of Compliance Certificate been issued?

Yes  No  NA

Is there a wood burner or other fire appliance?

Yes  No

Has a Code of Compliance Certificate been issued?

Yes  No  NA

Is the property insulated?  No  Under Floor  Walls  Roof *ceiling above shop*

For all of the above where applicable has the relevant documentation been:

1) Provided by vendor  Yes  No  NA

2) Sited by the agent  Yes  No  NA

Describe any renovation work done (even if no consents or certificates were required)?

*RJS  
M*

*Complete electrical re-wire 2 power metre boards  
Complete new plumbing in apartment + upgrades in  
shop and garage area.  
Subfloor repited, ~~beams~~ + joists - flooring American red oak  
beams*

Is any other information provided by the Vendor?

*RJS  
M*

*all load bearing walls, new framing and cladding  
New reproduction windows and doors in apartment - new  
window + door in shop garage and kitchen aluminium  
All walls are fire rated for building warrant of fitness  
which is current. ~~plus~~ fire alarm system.*

Vendor: Sign: *R.J. Sharp* Print Name: Richard James Sharp Date: *22nd September 2022*

Vendor: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

For subsequent information established by the Agent see the LIM, Title & District Plan Explanation Form

**IMPORTANT NOTE:** Any Consents and Compliance Certificates or Reports that have been made available to the Agent will be included in the information pack. It is strongly recommended the Purchaser and/or their lawyer review these documents (which may or may not have been made available to the Agent). The vendor may not have disclosed all information about the property or may have no knowledge of issues that are important or relevant to the purchaser. The purchaser acknowledges that it does not rely on this information as complete or accurate and agrees to make its own enquiries and seek professional advice in all respects to fully satisfy themselves as to the condition/suitability of the property and any other matters relevant to the purchaser prior to entering into any contract for sale and purchase. This form is not part of any Sale and Purchase Agreement for the property.

Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*R.J. Sharp*

# TITLE & FURTHER INFORMATION



Address: 24 Kapanga Road, Coromandel

This information sheet may accompany the legal documents, reports and records such as the property's title, LIM (if supplied by Vendor), and District Plan provided to prospective purchasers by the Agent.

**DISCLAIMER: All documents are supplied by for general information purposes only.**

**The information below are some common 'interests' that may be listed on a property title with simple explanations about the restrictions or rights that could affect the property. Some interests, district plan information, LIM information or other information that has come to the Agents attention may be further detailed on the documents supplied. Some documents may not have been made available to the agent such as the LIM report which means the agent may not have been able to verify some information about the property.**

**These explanations are not intended to be legal advice or to be relied on by a prospective purchaser. Reading and interpreting the documents is a specialist area. It is the purchaser's sole responsibility to ensure they fully understand the title and related documents from their own investigations and independent professional advice, and the purchaser must not rely solely on the information provided by the Agent or Vendor prior to entering into an agreement to purchase the property. It is strongly recommended that the purchaser seeks advice and explanation about the Title, LIM, District Plan and other relevant documents from their own lawyer or registered conveyancer.**

Tick if appropriate to title:

**Easements**

An easement is the granting or benefit of rights in land that do not include possession. Usually easements allow one party to cross another party's land for a particular purpose, such as rights of way, rights to convey water, gas, electricity or telecommunications, or rights to drain stormwater or sewage. The location of such easements will usually be shown on the plan of the property attached to the certificate of title. "Subject to" means the property gives the benefit to another property. "Appurtenant hereto" means the property has the benefit of the easement.

Easements are not always for the benefit of neighbouring land. An easement in gross has no beneficiary. It is usually in the form of a grant to a territorial authority, or a utility company such as Spark or Vector. The territorial authority or utility company will have the right to access the land for maintenance work.

It must be noted that some easements, such as old drainage easements, may not be recorded on the certificate of title, but will usually appear on district plan maps. There are also a number of "universal" easements, such as those protecting against the undermining of a neighbour's property through excavation. These are common law easements, and not normally registered on the title. May affect use of the property so it is highly recommended to investigate further and seek legal advice.

**The easements created by Easement Instrument \_\_\_\_\_ are subject to Section 243 (a) Resource Management Act 1991**

The reference s243(a) of the Resource Management Act 1991 simply means that the easement created under easement instrument \_\_\_\_\_ cannot be surrendered by the owner of the title without prior consent of the council.

**Resource Management Act 241(2)**

Refers to details in the RMA section 241(2) likely in relation to the subdivision of the property.

**Consent Notice pursuant to Section 221 Resource Management Act 1991**

A consent notice registered against the Title gives notice of the conditions of the subdivision consent under which the land was subdivided which bind the owners going forward. This may affect your use of the property so it is highly recommended to seek further legal advice and view any relevant documentation.

**Lease of Flat 1 & 2**

Relate to the cross lease of the property. This may affect your use of the property so it is highly recommended to view memorandum of lease for further details and to seek further legal advice.

**Fencing Covenant**

Fencing covenants are used by subdividers and developers to enable them to avoid their contribution to a fence between their property and adjoining land, as provided for in the Fencing Act 1978. Fencing covenants are recorded on the certificate of title, but expire at the time of sale of the adjoining land by the first purchaser, or at the end of 12 years. However, the covenant is not automatically removed from the certificate of title. Please note that fencing covenants registered on titles that adjoin Crown lands – for example, reserves – may run with the land. Do not confuse a Fencing Covenant with a Fencing Agreement (below).

**Fencing Agreement**

Is an agreement between adjoining neighbours to do or not do something that would otherwise be permitted. (It contains rules about fencing etc that must be adhered to by various parties). May affect use of the property so it is highly recommended to view the relevant document and seek further legal advice if there is a Fencing Agreement registered on the title.

**Land Covenant**

Contains various rules/regulations in relation to the property as private agreements between parties or imposed by the council. This may affect your use of the property so it is highly recommended to view relevant documentation for specific details and it is recommended to seek further legal advice and a full explanation from your solicitor.

**Building Line Restriction**

A building line restriction may limit where you can build on the property. Recommended to investigate further based on your requirements for the property and to confirm there are no obvious encroachments from existing dwellings. Note that some building line restrictions may not be included on the title but are included on the District Plan. It may affect your intended use of the property so it is highly recommended to view relevant documentation and to seek further legal/technical advice for the full details.

# TITLE & FURTHER INFORMATION



**Marginal Strip**

A Marginal Strip is Crown land adjacent to foreshore, lake, rivers or streams greater than 3 metres wide that is sold or otherwise disposed of, the strip of land no less than 20 metres wide is deemed reserved. This means that the owner of the ex-Crown property located adjacent to the waterway does not own the first 20 metres of that property. This may affect your use of the property so it is highly recommended to seek further investigation/technical advice for full details.

**Limited as to Parcels**

This means that the property has never been properly surveyed and as such the dimensions of the site it refers to are not guaranteed. This is usually not found in the interests but at the top of the title document. If this is on the title it is highly recommended to seek further legal and specialist advice.

**Additional Interests/Subject to various acts**

Additional interests may not be common interests on a title and the salesperson may not be familiar with the implications of these interests. These interests are noted below and it is highly recommended to seek further legal/technical advice.

**Further Title, District Plan and LIM (if provided) information & any additional information about the property that has come to the Agent's attention. If there is not enough room below, additional pages may be attached.**

**DISCLAIMER: The information listed below is provided as a starting point for prospective purchasers to do their own research and seek their own advice. It is the purchaser's responsibility to do its own due diligence on the property and this information is intended only to alert the purchaser to possible issues with a property of this age, condition and construction, in this location. The list is not represented as including everything that a purchaser should be aware of or investigate further as there may be issues that the Agent or Vendor have no knowledge of, expertise in, or any reason to suspect or raise. Furthermore, nothing listed below is intended to imply that there is any actual problem or concern with the property or its surrounding area.**

On 2 titles:

SA572/268

SA572/273

By accepting the documents provided by the Agent and signing this form, the purchaser acknowledges and agrees::

I/we acknowledge that:

- The documents provided are review copies only and may not be current or complete. The records and reports are subject to update at any time by the issuer or author of the documents.
- The explanations and information in this form or otherwise given by the Agent are basic introductory information only and as outlined in the disclaimers of this document.
- The purchaser will not rely on the information or documents supplied, and has been advised by the Agent to obtain their own copies of the reports and records from the appropriate authority (eg LIM report, verified copies of CCC's) and seek independent professional advice and explanations from their own lawyer or conveyancer.
- If the purchaser enters into a sale and purchase agreement it will do so solely in reliance on the purchaser's own judgement, independent advice and due diligence investigations. The purchaser will not have any right of recovery against the Vendor or Agent in respect of any such representation made on this form or attached documents.
- This form does not form part of the Sale and Purchase Agreement for the property.

Listing Agent: Sign:  Print Name: Rob Keatley Date: 22-9-22

Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Limited as to Parcels**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** SA572/268  
**Land Registration District** South Auckland  
**Date Issued** 28 March 1934

**Prior References**  
DI 3D/207

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**Estate** Fee Simple  
**Area** 61 square metres more or less  
**Legal Description** Part Kopuatoto 3 Block  
**Registered Owners**  
Richard James Sharp

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**Interests**







**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Limited as to Parcels**



**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** SA572/273  
**Land Registration District** South Auckland  
**Date Issued** 28 March 1934

**Prior References**  
DI 1D/54

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**Estate** Fee Simple  
**Area** 164 square metres more or less  
**Legal Description** Lot 15 Deeds Plan H 31  
**Registered Owners**  
Richard James Sharp

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**Interests**





# Buying or selling your property?

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New Zealand Residential  
Property Sale and Purchase  
Agreement Guide

Brought to you by the  
Real Estate Authority



## This guide tells you...

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what a sale and purchase agreement is

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what's in a sale and purchase agreement

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what happens after you sign the sale and purchase agreement

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what happens if you have a problem

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where to go for more information



# About settled.govt.nz and the Real Estate Authority

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

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

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

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

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



For more information on home buying and selling, visit [settled.govt.nz](https://settled.govt.nz) or email [info@settled.govt.nz](mailto:info@settled.govt.nz)

To find out more about REA visit [rea.govt.nz](https://rea.govt.nz), call us on **0800 367 7322** or email us at [info@rea.govt.nz](mailto:info@rea.govt.nz)



# Key things to know about sale and purchase agreements

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

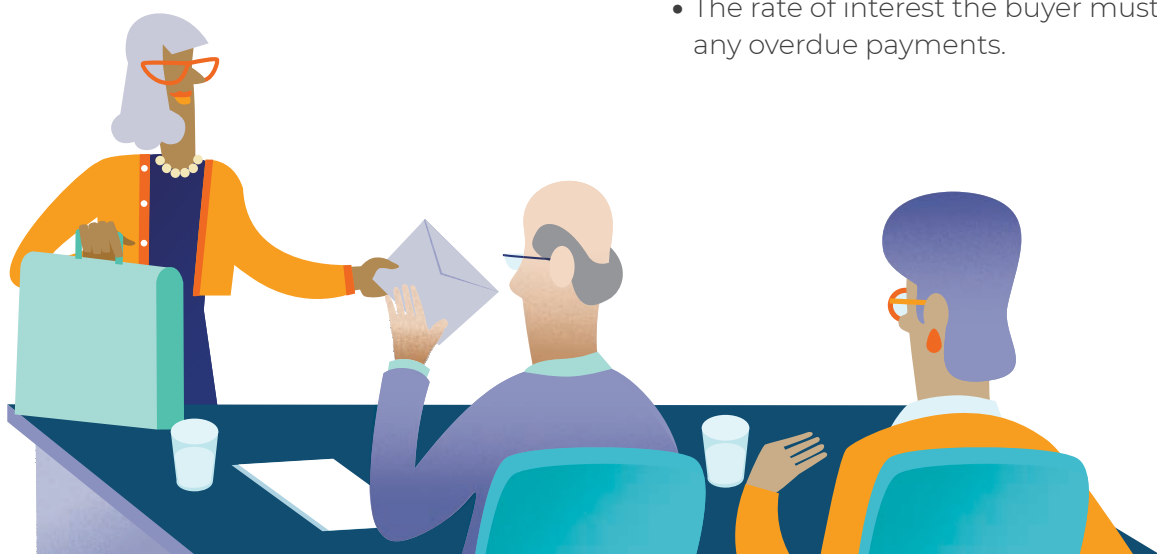
# What a sale and purchase agreement is

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

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

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



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

# What's in a sale and purchase agreement

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Your sale and purchase agreement should include the following things.

## Basic details of the sale

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



## General obligations and conditions you have to comply with

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

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

Your lawyer will explain these clauses to you.

## Specific conditions a buyer may include

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

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring a mortgage or loan



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

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

# What happens after you sign the sale and purchase agreement

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

## Both parties work through the conditions until the agreement is unconditional

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

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

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

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

## Payment of a commission

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

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

## The buyer pays the rest

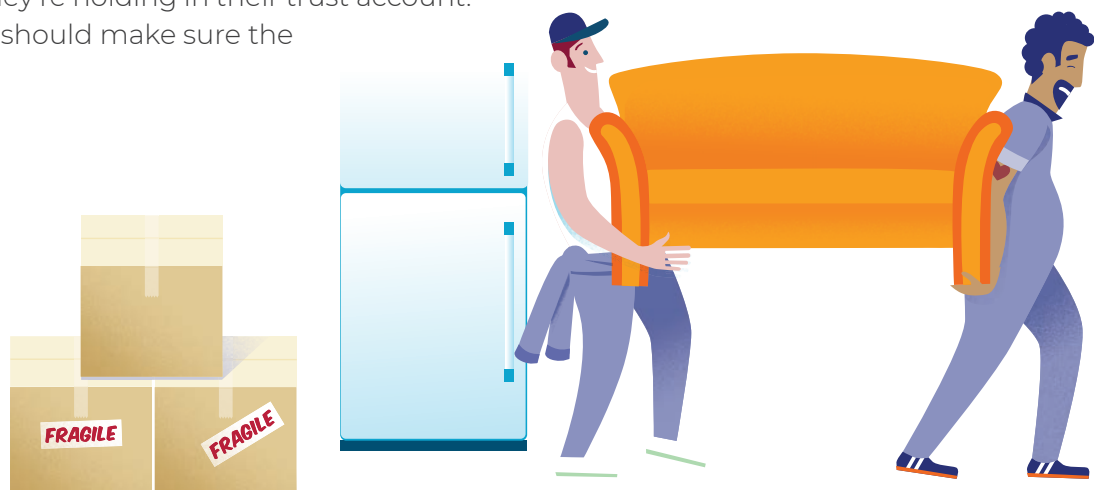
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

## Buying a tenanted property

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

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

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



# What happens if you have a problem

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

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

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

Call us on  
0800 367 7322,  
email us at  
[info@rea.govt.nz](mailto:info@rea.govt.nz)  
or visit us  
online at  
[rea.govt.nz](http://rea.govt.nz)



# Where to go for more information

You can get more help and information from various places.

## Read more about buying and selling a property at [settled.govt.nz](http://settled.govt.nz)

[Settled.govt.nz](http://settled.govt.nz) provides comprehensive independent information and guidance for home buyers and sellers.

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](http://settled.govt.nz). The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres  
[communitylaw.org.nz](http://communitylaw.org.nz)

Citizens Advice Bureau  
[cab.org.nz](http://cab.org.nz)

Consumer Protection  
(Ministry of Business, Innovation and Employment)  
[consumerprotection.govt.nz](http://consumerprotection.govt.nz)

We welcome any feedback you have on this publication.

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

