



HELEN POWELL + MIKE SCOTT

above and beyond



29 Cheviot Street Mangawhai Heads

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Helen Powell + Mike Scott are
(em)powered by
Trinity Real Estate

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.



HELEN POWELL + MIKE SCOTT

above and beyond



29 Cheviot Street
Mangawhai Heads



Paradise! Kiwi Bach With Panoramic Views

Your gateway to chillaxing ways and carefree days is here with your perfect kiwi bach.

From your north facing property you can survey a vista of Islands from Head Rock, Hen and Chickens, Little Barrier, Great Barrier, the Mokihiinas, Sail Rock, Mangawhai surf beach and Mangawhai estuary. The spacious deck with quality pull down weather shades ensures you never lose sight of these much-coveted breathtaking views.

You'll find a comfortable two-bedroom, one-bathroom modernised bach, thoughtfully designed to provide all the comforts of home with a touch of coastal charm. For additional accommodation, there's a cozy sleepout just steps away with it's own laundry, storage area and deck.

A geo tech report, ensuring peace of mind for any future developments or renovations is available.

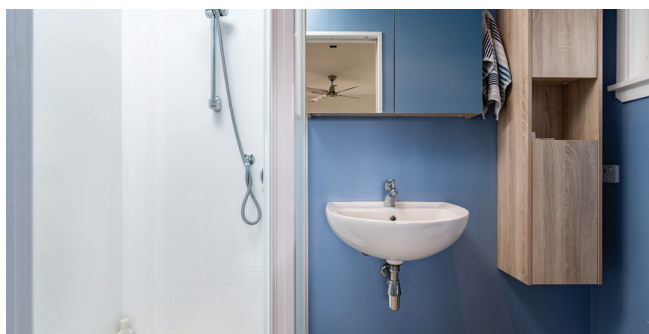
With the estuary only a short walk away, now is your opportunity to build or develop further in this highly desirable

street set amongst some of Mangawhais finest homes. Call Helen Powell or Mike Scott to view now.



Price: Enquiries Over \$1,700,000
Floor Area: 39m²
Land Area: 809m²

View Online:
www.trinityrealestate.co.nz/29-cheviot-street-mangawhai-heads



ACT NOW!

This unique opportunity won't last.



We are experts in our region. We understand the area profiles and we know the people. Our connection to their stories means we are passionate about finding the right buyers, bridge-building negotiation and on-going relationships.

We do this by:

- Strategically showcasing the region, it's locals and the characteristics of the closer neighbourhood and community.
- Profiling buyers and matching to location where we can champion our clients property in this context.
- Using our combined 25+ years experience to work with array of buyers and build bridges that negotiate win/win outcomes.
- Ensuring our work reflects our personal values so connections continue positively and trust is established for the long-run.
- Using our crafted attraction and qualification funnel (and how we go about it) means that our clients have the opportunity to receive the best possible offers on their property.



PROPERTY MARKETING, NEGOTIATION AND CONSULTATION

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Address: 29 Cheviot Street, Mangawhai Heads

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, pilling 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?

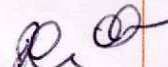
Deck is not consented; shower and toilet in sleepout is unconsented.

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)

Sleepout is on boundary of neighbours driveway.

Yes No



VENDOR TRANSPARENCY DOCUMENT



Trinity Real Estate

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

Think so as warm but no access to check

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)?

Is any other information provided by the Vendor?

Vendor: Sign: [Signature] Print Name: Tan Meuli Date: 26/08/2023

Vendor: Sign: [Signature] Print Name: Donna Meuli Date: 26/08/2023

Vendor: Sign: _____ Print Name: _____ Date: 2

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

IMPORTANT NOTE FOR PURCHASERS: 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 must not rely on this information as complete or accurate and must make their 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.

Address: _____

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.

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: _____ Date: _____

Purchaser: Sign: _____ Print Name: _____ Date: _____

Purchaser: Sign: _____ Print Name: _____ Date: _____

Purchaser: Sign: _____ Print Name: _____ Date: _____



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




R. W. Muir
Registrar-General
of Land

Identifier **NA97B/423**
Land Registration District **North Auckland**
Date Issued 25 November 1994

Prior References
NA14D/393

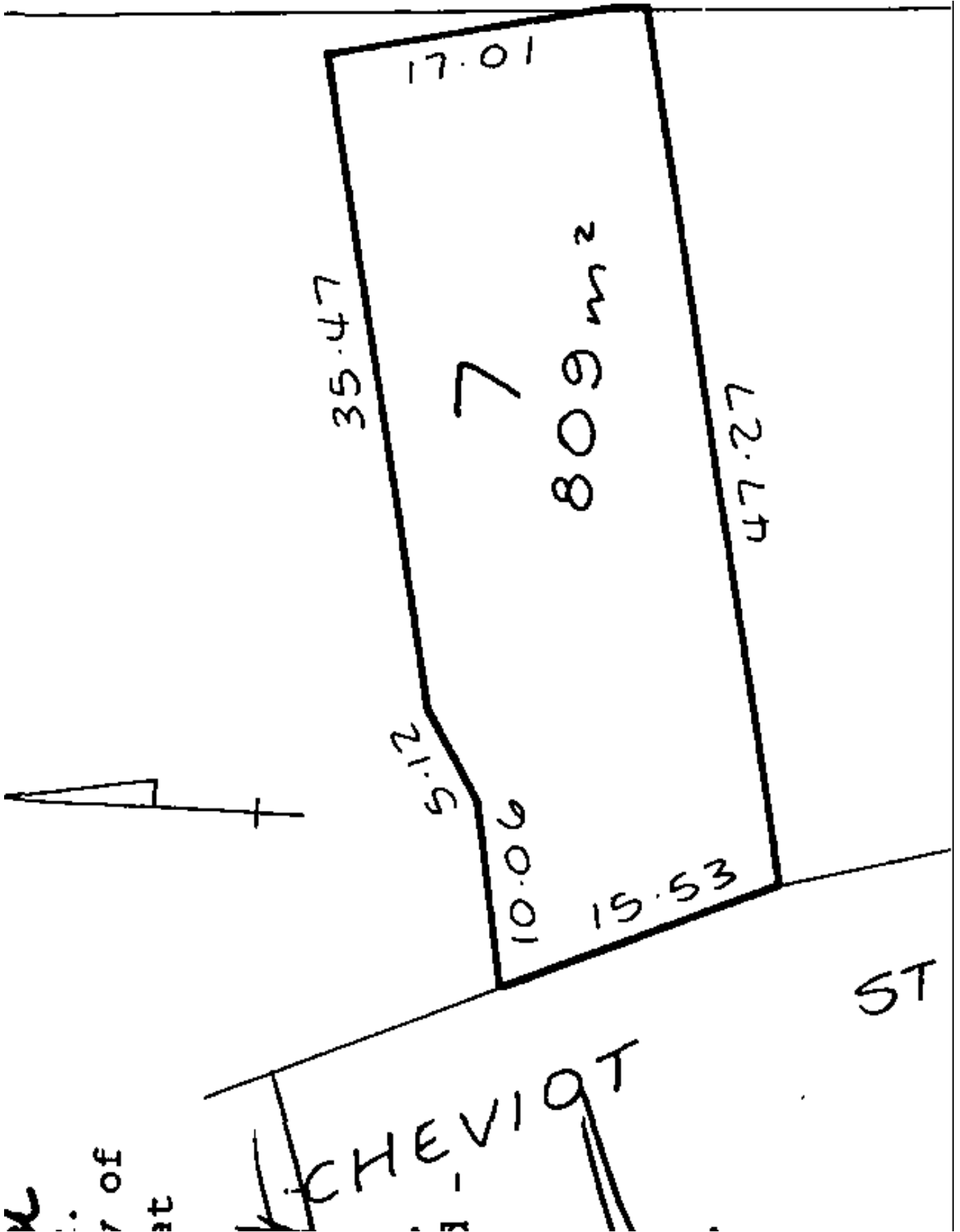
Estate Fee Simple
Area 809 square metres more or less
Legal Description Lot 7 Deposited Plan 53679

Registered Owners

Ian Leonard Meuli, Donna Christine Meuli and North Harbour Trustee Company Limited

Interests

A57271 Building Line Restriction
12372808.2 Mortgage to Kiwibank Limited - 28.2.2022 at 4:25 pm



District Land Registrar.
Assistant

A 57271 BLR

OTAMATEA COUNTY COUNCIL

Resolution pursuant to Section 31 (6) of
the Counties Amendment Act 1961.

Resolved :

THAT pursuant to a resolution of the Otamatea
County Council passed on the 11th day of November,
1964, and in compliance with Section 31 (4) (6)
(7) of the Counties Amendment Act 1961, it is
agreed that the building line restriction contained
in Notice No. 1594 - Scheme Plan 7819 - and reg-
istered as K 75413 be reimposed.

I Winfrid John McBurney, County Clerk of the Otamatea
County Council, hereby certify that the above is a true
and correct copy of a resolution adopted by the Council
on 11th November, 1964.

53679

Winfrid John McBurney
.....
5/2/1965.

A 57271

C. T. noted.

4

PARTICULARS RETURNED IN THE REGISTER-BOOK
VOL. 184/1/54

THE *9th* DAY OF *February* 1965
AT 9 O'CLOCK.

L. & D. 3008/18/54-2282A W.K.

[Signature]
Assistant Land Registrar,
AUCKLAND



Recorded on L.T. 53679.

Lee
rd
12/65

LAND & DEEDS	
Nature:	<i>Resolution</i>
File:	<i>Chamala & Co.</i>
- 9 FEB 1965	
Time:	<i>9.0</i>
Fee: £	<i>---</i>
Abstract No:	<i>28134</i>





8 April 2017

Mr Phil Walsh
29 Cheviot Street
Mangawhai Heads 0505

philwalsh@voltec.co.nz

RE: Geotechnical Investigation Proposed Redevelopment at 29 Cheviot Street, Mangawhai Heads

1 Introduction

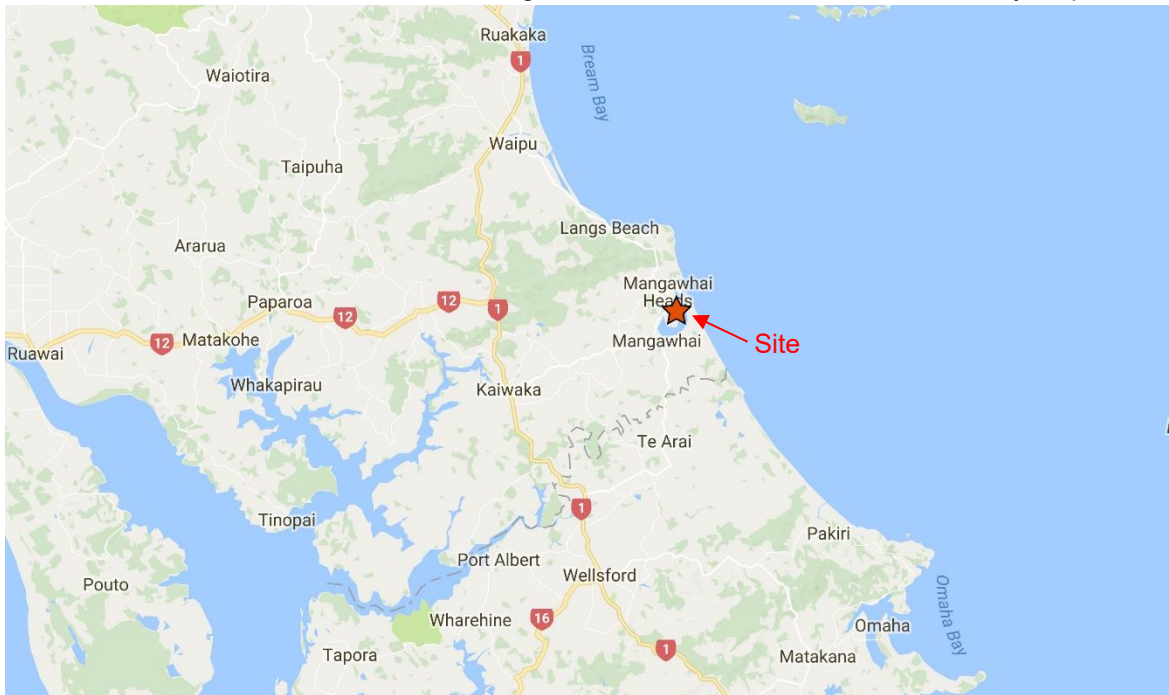
Wiley Geotechnical Limited (WGL) was requested by Phil Walsh to provide a geotechnical investigation and recommendations for the redevelopment of a bach at 29 Cheviot Street in Mangawhai Heads. The site is currently developed with a small bach and shed, which will be removed and replaced with a new two storey dwelling, deck and driveway area.

A previous geotechnical study was carried out by Foundation Engineering Ltd in 1988, which evaluated the slope stability of the site and provided recommendations for building on shallow foundations on the limited flatter portion of the site, or use of deep foundations in the construction were to cross a building restriction line near an incised gully (in the middle and eastern half of the site). The scope of our geotechnical investigation consisted of a review of this past report, publicly available geologic maps and a deep subsurface exploration to update the design recommendations for building on this steeper sloping area.

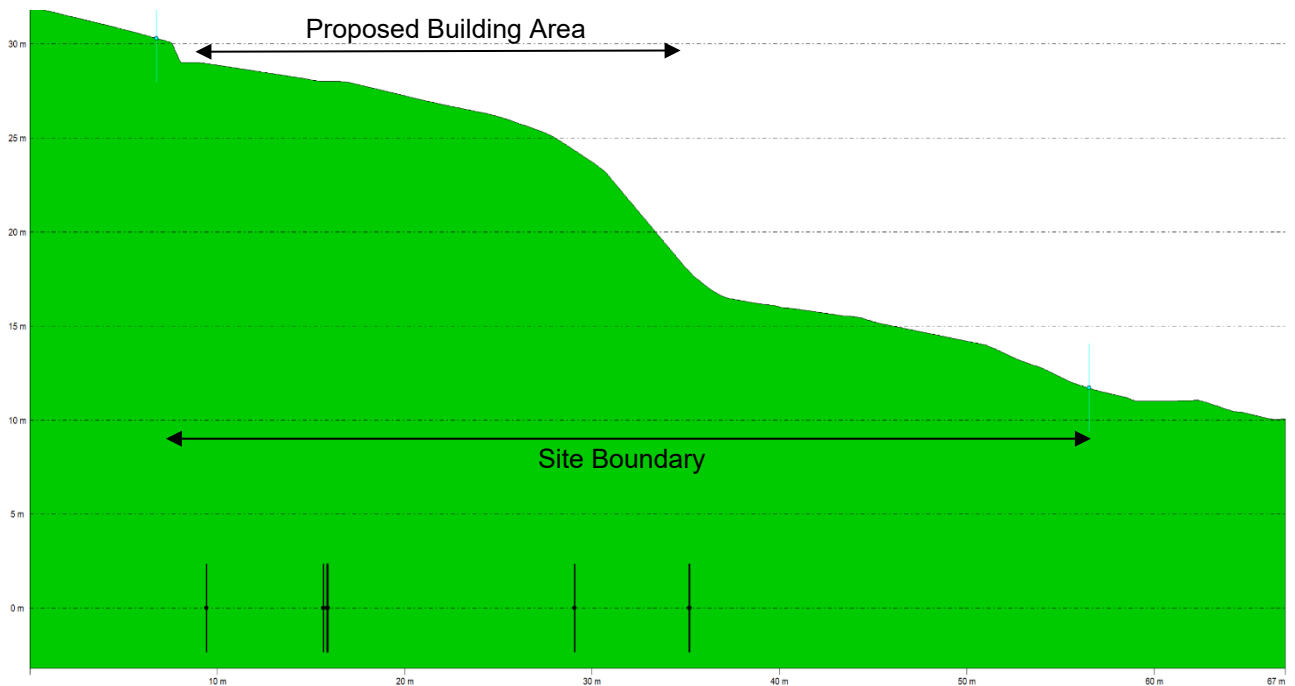
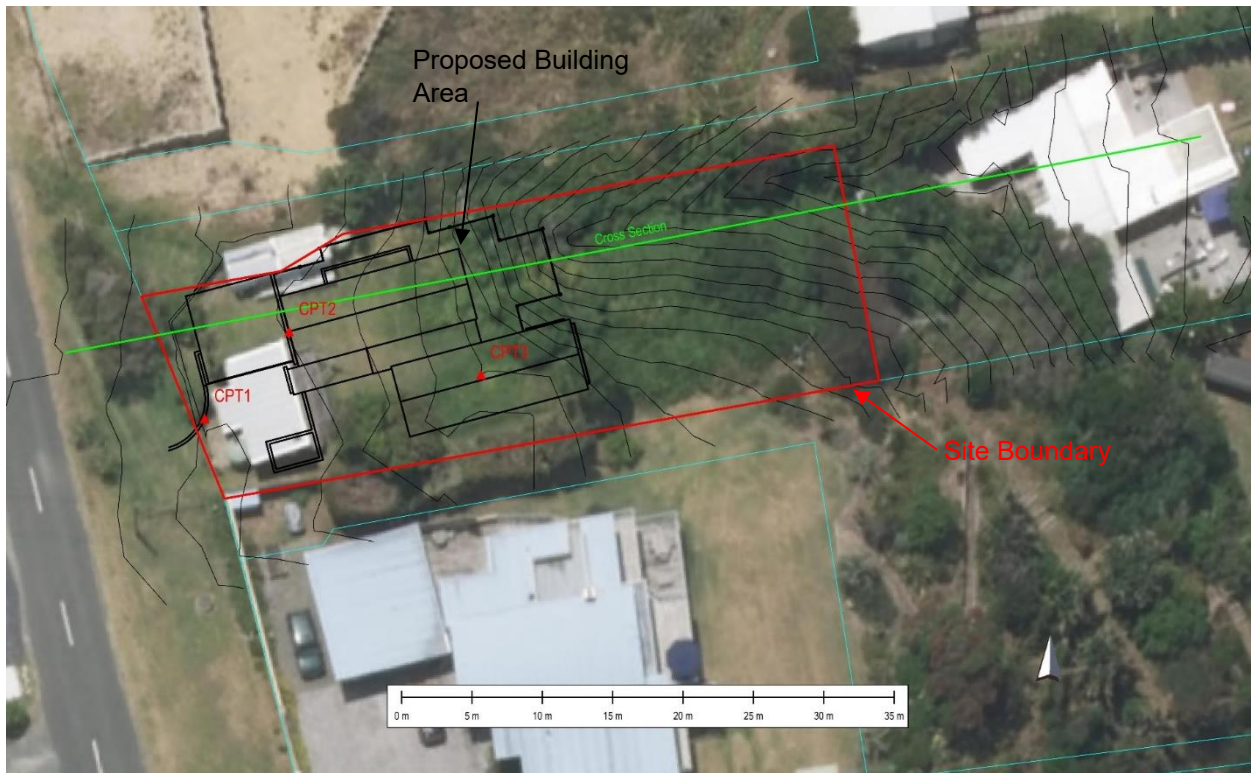
BARFOOT & THOMPSON DISCLAIMER
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1.1 Project and Site Description

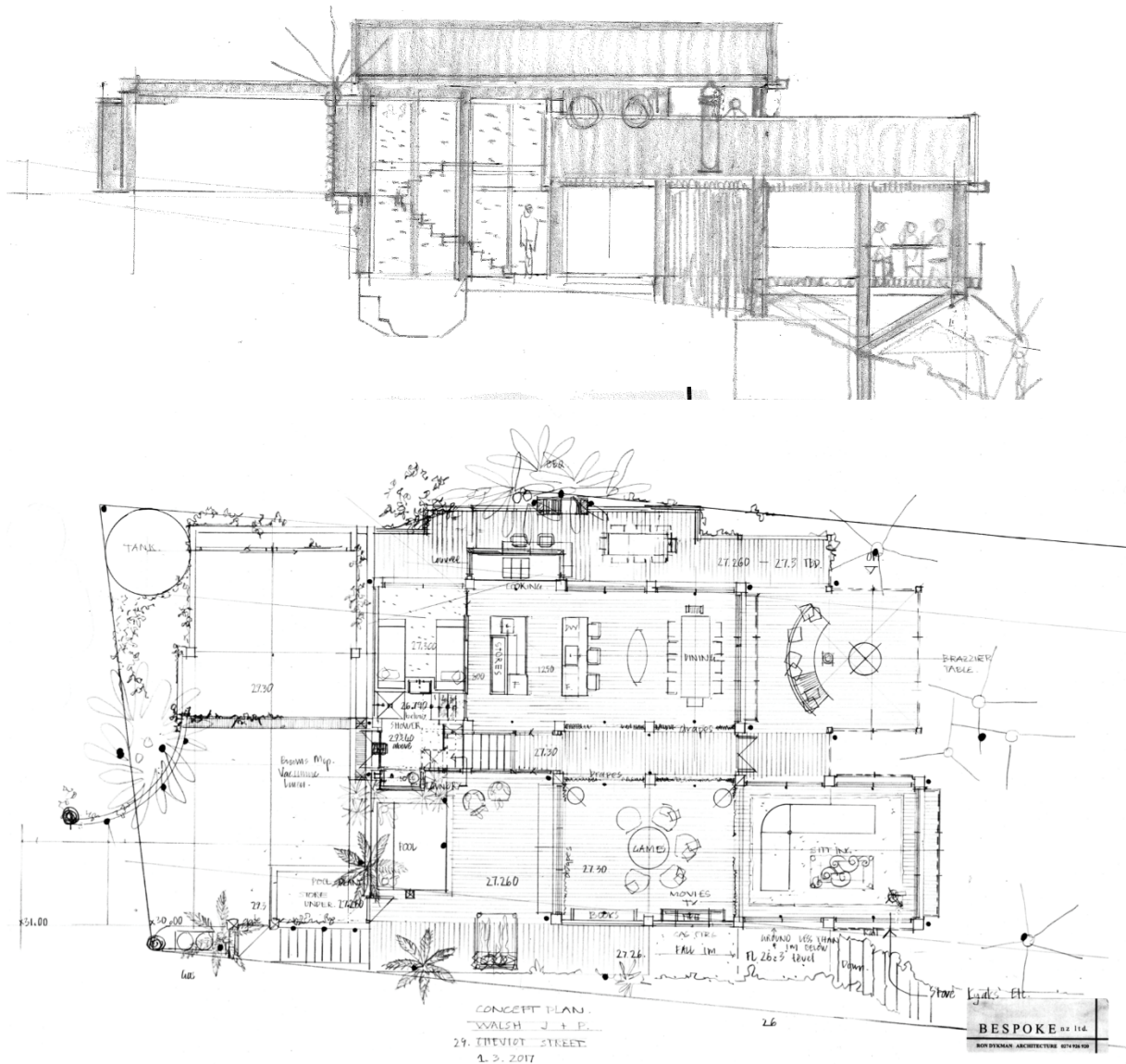
The site is located off Cheviot Street in Mangawhai Heads, as shown in the site vicinity map below.



The site consists of a single parcel with a legal description of Lot 7 DP53679 with an area of about 800m². The ground surface slopes down to the east, with a surface elevation ranging from about RL29 m along Cheviot Street on the western boundary to RL11 m on the eastern boundary. There is a deeply incised drainage swale along the northern portion of the site.



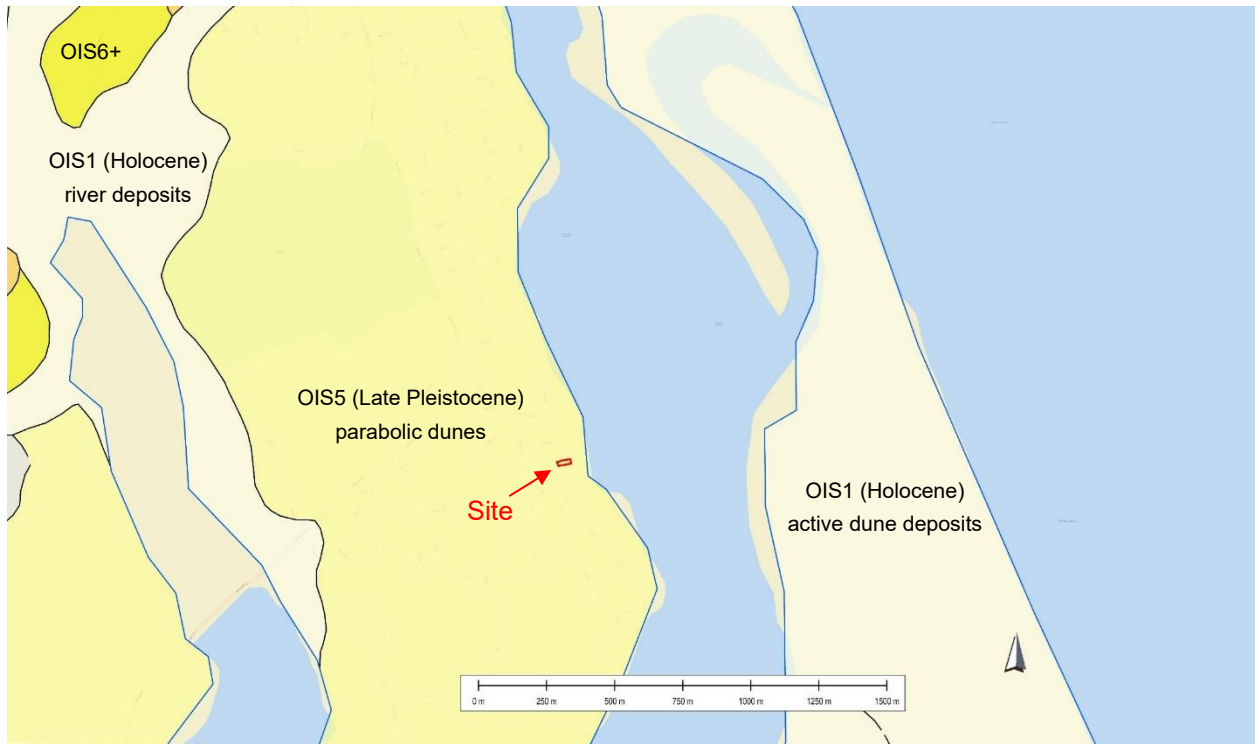
We have been provided conceptual architectural plans issued by Bespoke NZ Ltd, which show that the new dwelling and surrounding deck areas will have a footprint of about 270 m², and will be a two-story structure that cantilevers over the sloping gully area.



2 Findings

2.1 Regional Geology and Mapped Seismic Hazards

Regional geologic maps show the southern portion of site to be underlain by late Pleistocene windblown deposits. These deposits are generally described as weakly cemented sand in parabolic dunes, with mud and peat deposits located between dunes. The map shows that younger (Holocene) active dune deposits along the Mangawhai Spit dunefield to the east, and Tara Creek to the west.

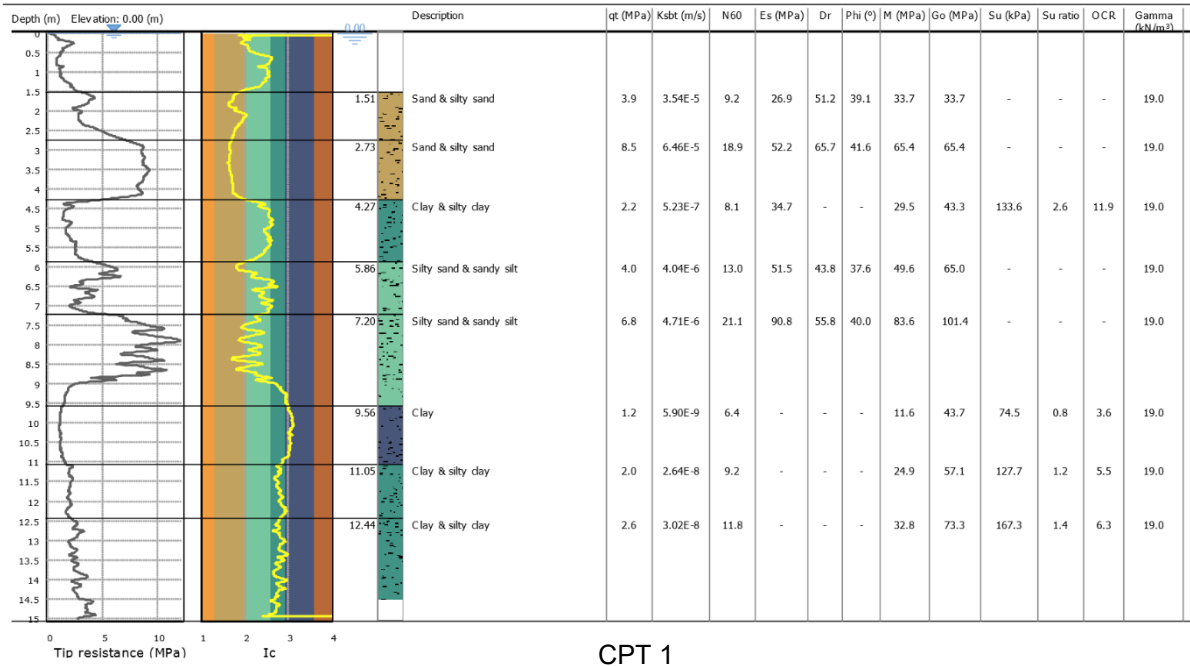


2.2 Field Exploration and Subsurface Conditions

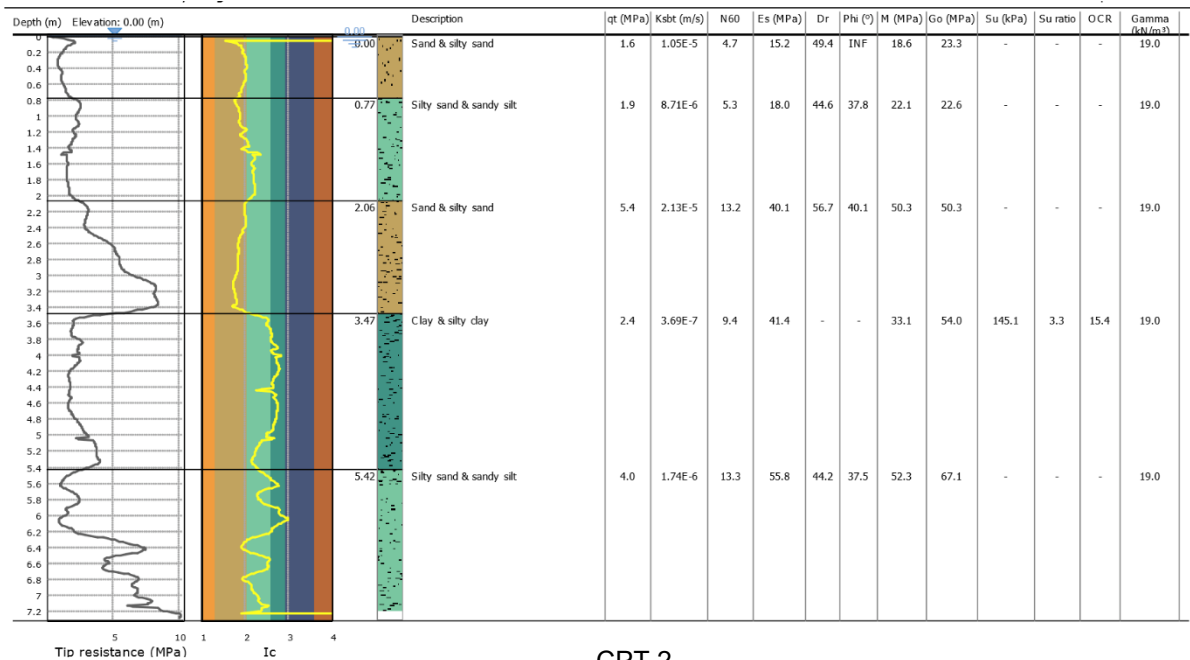
WGL carried out a subsurface investigation consisting of three Cone Penetration Tests (CPT) at the approximate locations shown on the site plan below.



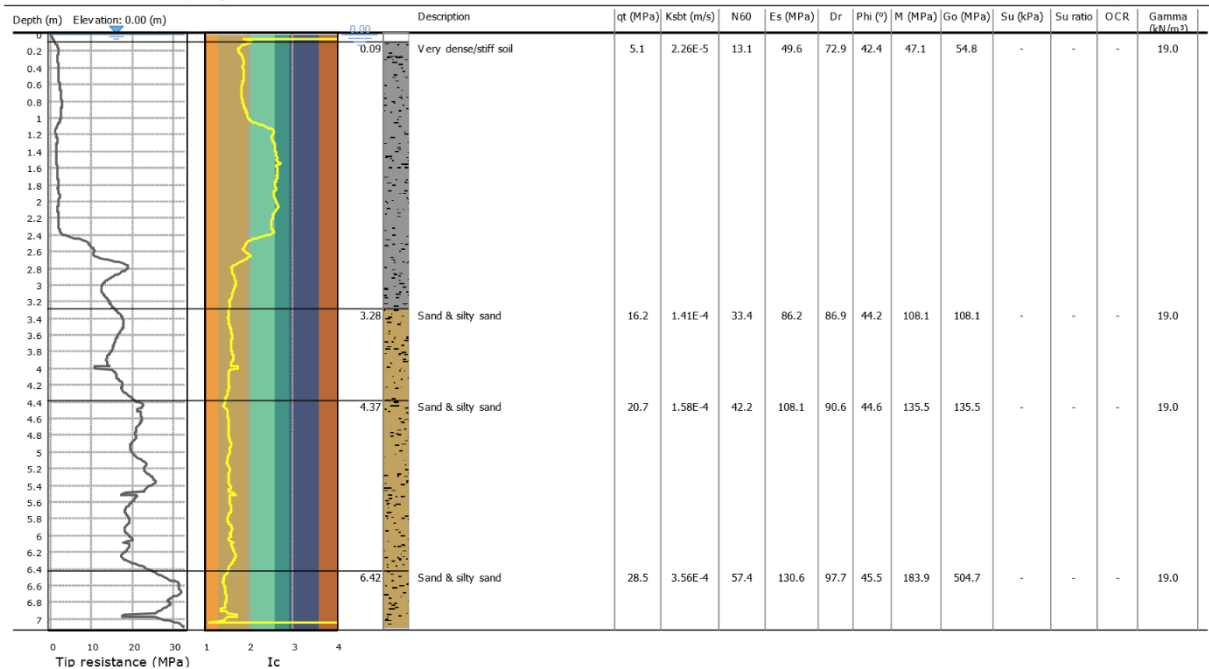
The CPT probe gathers raw data including cone tip resistance, friction sleeve resistance and pore water pressure at 2 cm intervals during the test. This information is used to infer the soil type, soil density, strength and ground water conditions for the design of piled foundations and slope stability analysis. A list of generalised parameters and stratigraphy layers for the three CPT locations is shown below:



CPT 1



CPT 2



CPT 3

Based on this, it is our opinion that the material encountered in our subsurface investigation is broadly consistent with published geologic mapping. The CPT logs with the raw data measurements and continuous interpretation of parameters are presented as an appendix to this report.

3 Conclusions and Recommendations

3.1 General

We consider the site to be suitable for the proposed development. It is our opinion that the primary geotechnical constraints are the potential unsuitable fill of soft soil within the swale area, slope stability and erosion of steeply sloped areas, and management of stormwater considering the increase of new impermeable surface area and water from the neighbouring property. These constraints may be minimised by selecting an appropriate foundation design and applying standard construction practices during earthwork and site preparation. We provide recommendations and considerations for these issues below.

3.2 Excavation and Earthwork

Site Clearing and Subgrade Preparation

Areas to receive improvements, including concrete slabs, footings or patio/roadway pavement areas should be stripped clear of topsoil, tree roots and unsuitable fill, if encountered.

Earthworks

Structural fills and backfills should be compacted to at least 95 percent of the maximum dry density and in accordance with NZS 4431:1989. Fill should be placed on a suitable stripped and prepared subgrade and compacted in maximum 200 mm thick lifts to a minimum of 95% of the laboratory maximum dry density (MDD).

Constructed Cut or Fill Slopes

We recommend that all proposed earthworks are reviewed by a suitability qualified geotechnical engineer, in general slopes greater than 1:4 will require retaining. Any fill placed adjacent to steep sloping ground may cause further instability.

3.3 Seismic Design

The GNS fault database shows that there are no known active faults crossing the property, and it is our opinion that fault rupture is unlikely at the subject property.

We recommend that the future structures and improvements are design to account for seismic shaking and ground motions. For seismic design at the site and in line with NZS 1170.5:2004 the corresponding design peak ground accelerations (PGA) for the site has been calculated from NZS 1170.5:2004 using the recommendations of the New Zealand Geotechnical Society as follows:

$$a_h = Z R C$$

In which:

Z = base PGA called "Hazard factor" and is given by Table 3.3 and Figures 3.3 and 3.4 of NZS 1170.5:2004. Z = 0.13 for the Auckland area.

R = "Return period factor" and is given by Table 3.5 of NZS 1170.5:2004 (R = 1.0 for 500 year return period and R = 0.25 for a 25 year return period)

C = Site response factor called "Spectral shape factor" in NZS 1170.5:2004 and is based on the seismic site classification. We consider this site to be **Class D**, based on soil strength and thickness and distance to near surface bedrock, therefore C = 1.12.

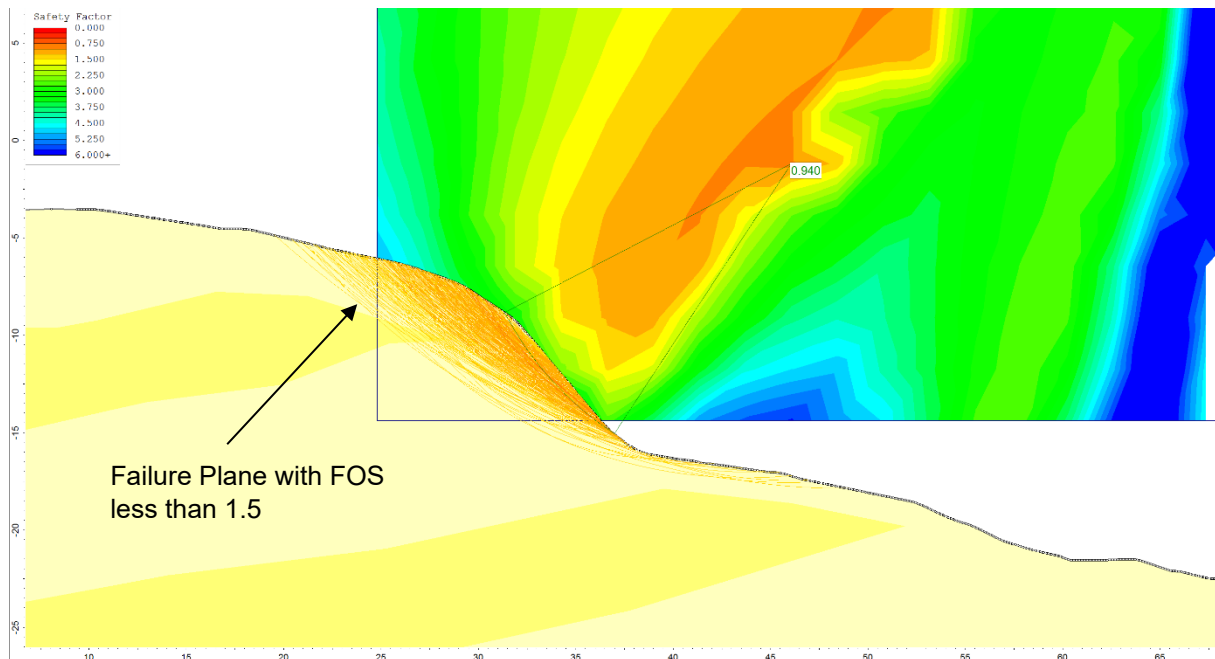
The design PGA at the site is given as:

$$\text{ULS: } a_h = 0.13 \times 1.00 \times 1.12 = 0.15 \text{ (i.e. PGA = 0.15 g)}$$

$$\text{SLS: } a_h = 0.13 \times 0.25 \times 1.12 = 0.04 \text{ (i.e. PGA = 0.04 g)}$$

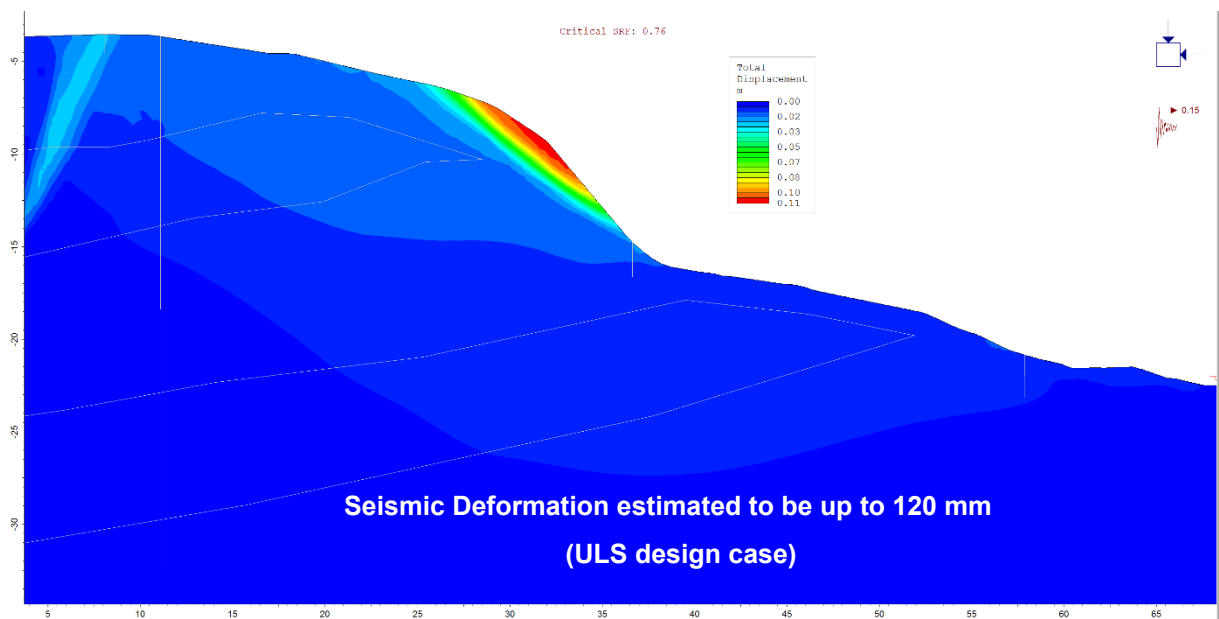
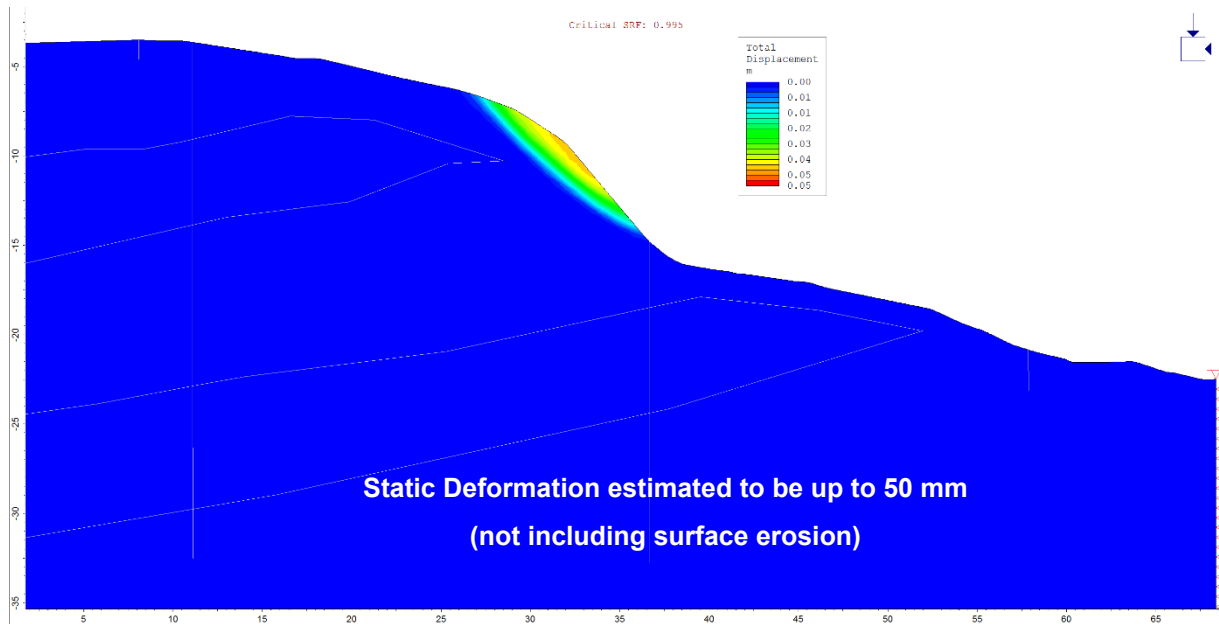
3.4 Slope Stability

We performed simplified limit-equilibrium analysis using the CPT based soil parameters and the cross section through the gully area. The figure below shows the potential failure planes with a factor of safety of 1.5 or less:



Typically, limit equilibrium analysis is used as a screening tool to determine if additional analysis or testing is required. For this purpose, static factor of safety of 1.5 or greater is specified to ensure the long-term performance of slopes, and a reduced factor of safety of about 1.1 or greater is specified for seismic analysis. A factor of safety less than these specified values may indicate slope deformation, however, limit equilibrium analysis is unable to directly estimate deformation and becomes unreasonable a factor less than 1.

Considering that the factor of safety within the proposed building area is less than 1.5 (and the slope face is less than 1.0), we performed additional analysis using finite element methods (FEM) to estimate the amount of slope deformation in both the static and seismic case. Output of this analysis is shown below:

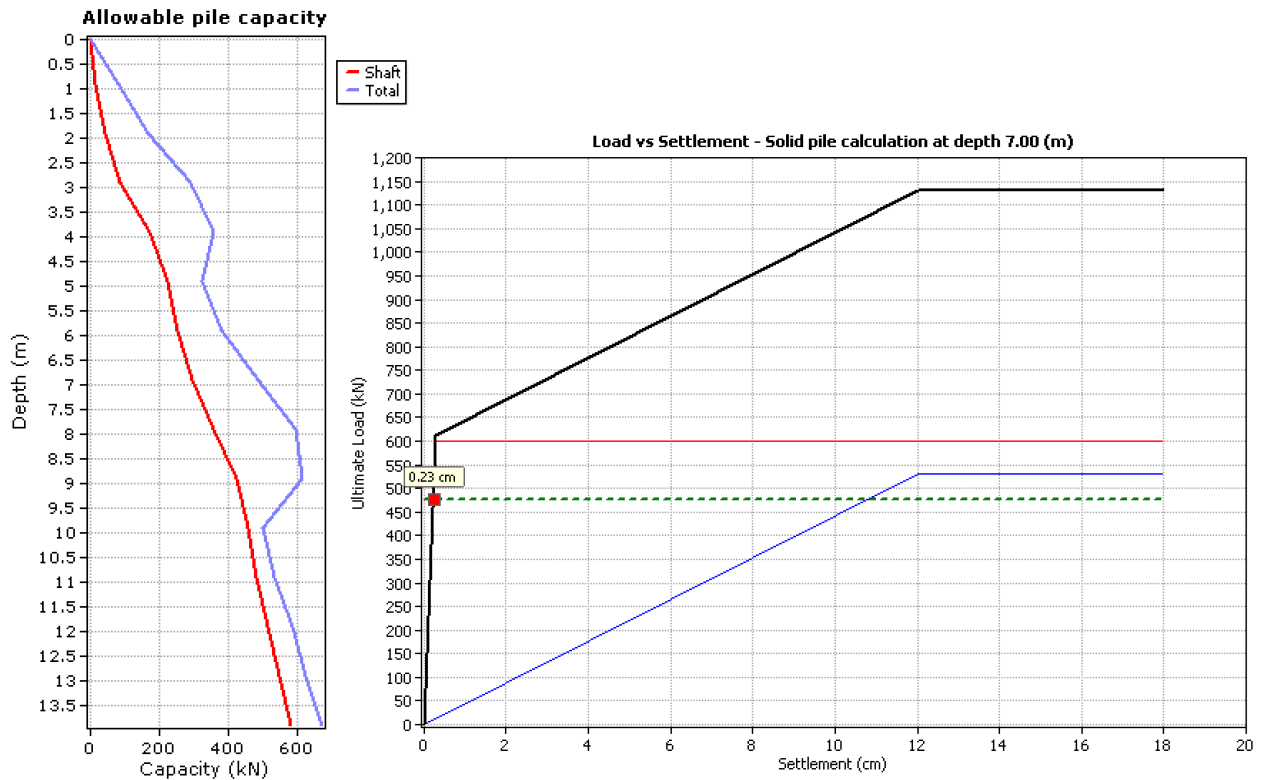


3.5 Foundations

Based on the findings of our exploration, the site conditions present a risk of both static and seismic settlement. The following sections provide our recommended design approach for a piled foundation, which is intended to address this combination of static and seismic settlement.

Pile Type and Axial Capacity

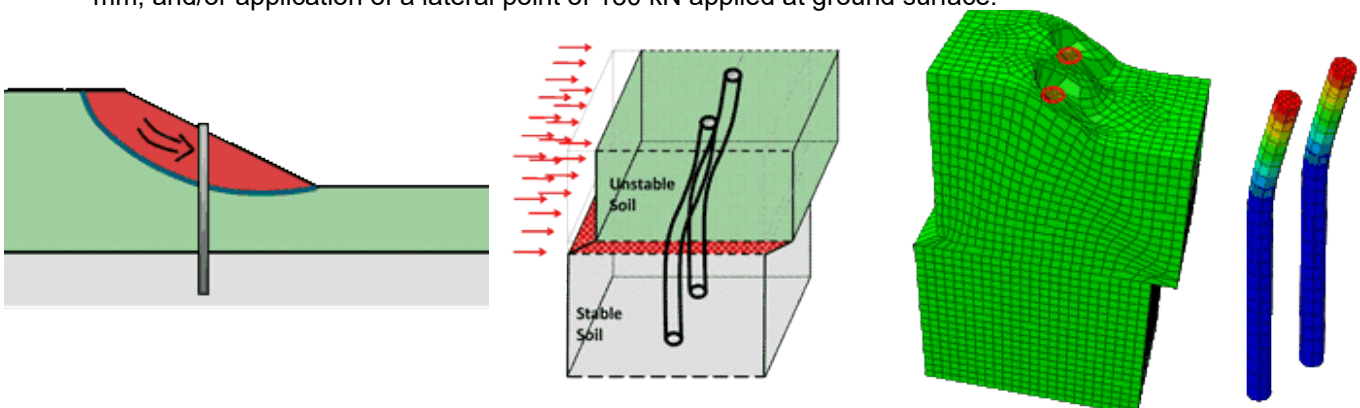
We estimate an allowable axial capacity of 300 kN for a pier with a 0.6 m diameter installed to a depth of 7 m below the ground surface. We have used a strength reduction factor of 0.5 to calculate an allowable capacity and to limit settlements.



Lateral Capacity and Kinematic Loading

The piers should be spaced at least 1.5 diameters apart and may be designed assuming lateral resistance with an equivalent fluid pressure of $K_p=4.0$ and a unit weight of 18 kN/m^3 acting over two pier diameters. The lateral resistance of soils within the upper 3 m of embedment should be neglected for piers located within 10 m of the top of slope (or on the slope).

Due to the potential of slope movement, the lateral capacity of piles should consider kinematic loading of soil movement as illustrated in below. We recommend that the bending and shear capacity of the piers is checked by your structural engineer assuming a deformation at the top of ground surface of 120 mm, and/or application of a lateral point of 130 kN applied at ground surface.



The lateral capacity of piers may be increased by grouping with a grade beam or pile cap that is orientated perpendicular to the slope contours, and the drag force of piers within the deformed slope area is shared with piers at least 10 m away from the top of slope.

Pile Installation

The contractor should review the factual data available for this site to confirm their preferred installation means and methods are suitable for the site conditions. We recommend the contractor submit their proposed method for review and approval by the Geotechnical Engineer prior to undertaking the work. Casing and dewatering of open drilled shafts may be required depending on the time of year.

Prior to pier drilling, the site should be stripped of vegetation and the surface should be graded such that surface or stormwater will drain away from the margins of the building (2 m outside the perimeter) at a minimum 5% gradient, and water will not pond within the footprint. Additional earthwork recommendations are required if fill thickness greater than 300 mm are planned.

Pile Settlement

We estimate long-term static settlement of the piles to be less than 10 mm of differential settlement.

3.6 Drainage

We recommend that the building pad is be positively graded at all times to provide for rapid removal of surface water runoff from the foundation systems and to prevent ponding of water or seepage toward the foundation systems at any time during or after construction. The water for the neighbour property discharging near the southern boundary in the vicinity of the existing grinder pump should be collected via a cesspit or in a new retaining wall and piped and discharged near to bottom of property in a manner not to cause instability or to negatively impact the neighbours down slope.

Ponding of stormwater should not be permitted on the building pad during prolonged periods of inclement weather. As a minimum requirement, finished grades in landscaped areas should have slopes of at least 3 percent within 2 metres from the exterior walls to allow surface water to drain positively away from the structures. For paved areas, the slope gradient can be reduced to 1 percent.

All surface water should be collected and discharged into an approved storm water disposal system.

3.7 CONSTRUCTION

Although the information in this report is primarily intended for the design engineers, data from the borings will also be useful to the contractors. However, it is the responsibility of the bidders and contractors to evaluate soil and groundwater conditions independently and to develop their own conclusions and designs regarding excavation, grading, foundation construction, and other construction or safety aspects.

The geotechnical engineer should review project plans and specifications prior to construction to ascertain that the geotechnical aspects of the project are consistent with the intent of the recommendations presented herein. The geotechnical engineer or his representative should observe the following items and perform required tests during the construction.

- Site preparation and earthwork;
- Foundation construction;
- Placement of trench bedding material, fill and backfill.

LIMITATIONS

- (i) This report has been prepared for the use of our client, Phil Walsh and his professional advisers and the relevant Territorial Authorities in relation to the specified project brief described in this report. No liability is accepted for the use of any part of the report for any other purpose or by any other person or entity.
- (ii) Assessments made in this report are based on the ground conditions indicated from published sources, site inspections and subsurface investigations described in this report based on accepted normal methods of site investigations. Variations in ground conditions may exist between test locations and therefore have not been taken into account in the report.
- (iii) This Limitation should be read in conjunction with the IPENZ/ACENZ Standard Terms of Engagement.

We trust that this information meets your current requirements. Please do not hesitate to contact the undersigned on 021 0399 385 or matt@wileygeotechnical.co.nz if you require any further information.



Matt Wiley, CPEng

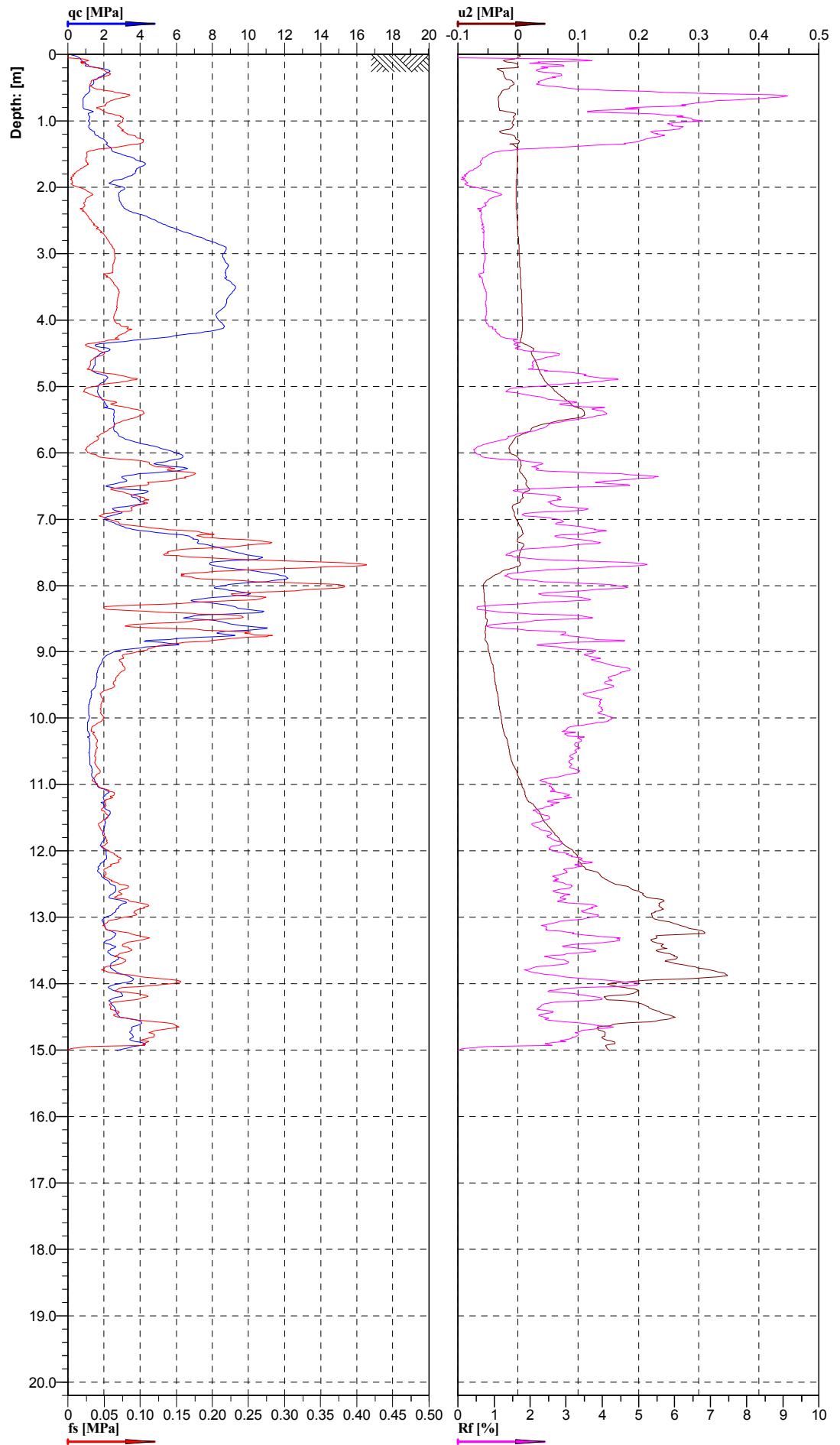
Principal Engineer

Attachments:

- CPT Data

Classification by Robertson 1986

- Sensitive fine grained (1)
- Clayey silt to silty clay (5)
- Clay (3)
- Silty sand to sandy silt (7)
- Sand to silty sand (8)
- Sandy silt to clayey silt (6)
- Clayey silt to silty clay (5)
- Sandy silt to clayey silt (6)
- Sand to silty sand (8)
- Clay (3)
- Sandy silt to clayey silt (6)
- Clayey silt to silty clay (5)
- Sandy silt to clayey silt (6)
- Clay (3)
- Silty clay to clay (4)
- Clayey silt to silty clay (5)
- Sandy silt to clayey silt (6)
- Clayey silt to silty clay (5)

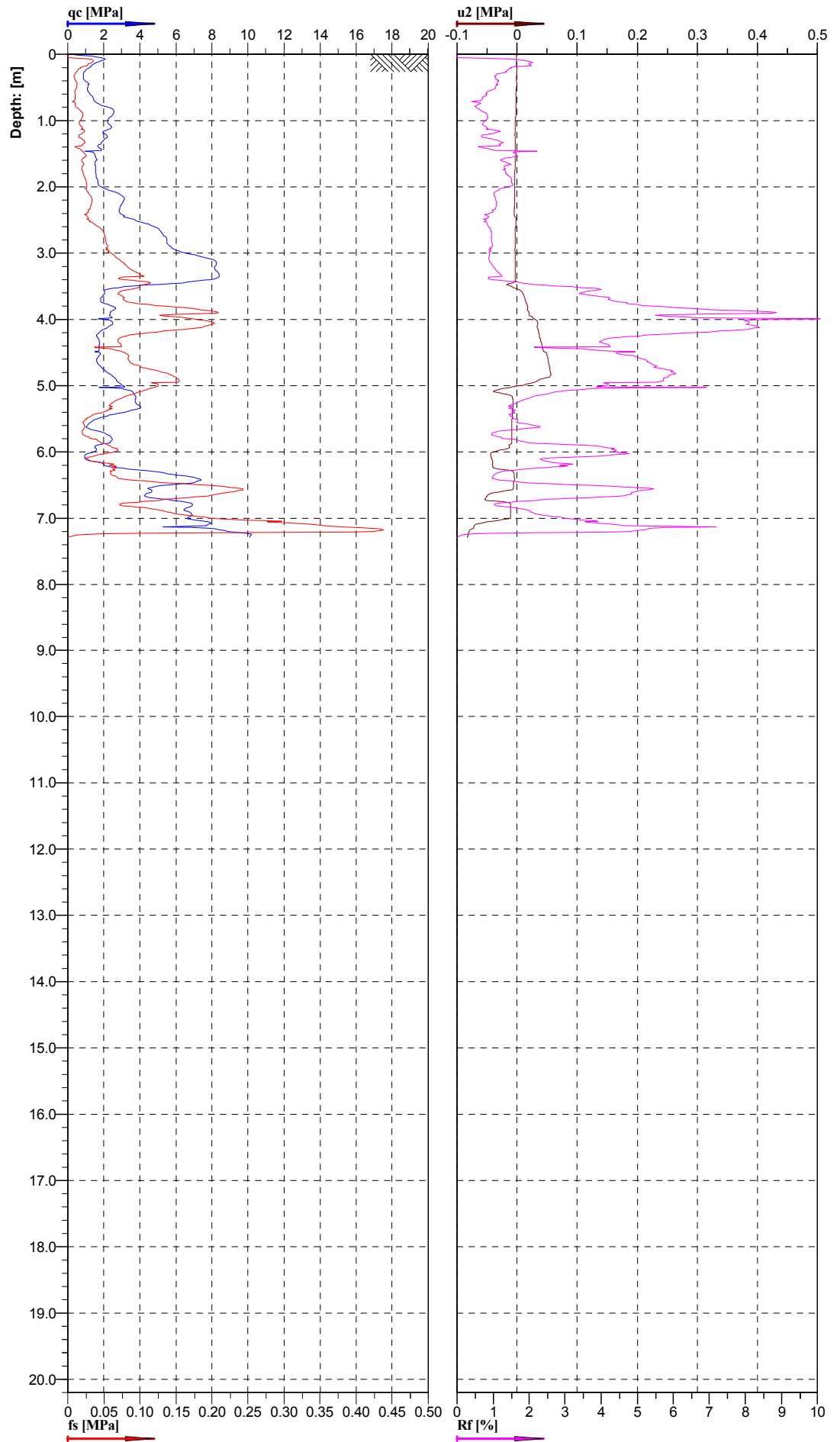


Cone No: S10CFIIP.S15165
 Tip area [cm²]: 10
 Sleeve area [cm²]: 150

Location: Mangawhai Heads	Position: X: 0 m, Y: 0 m	Ground level: 0.000	Test No.: CPT01
Project ID: WileyGeotech29 Cheviot	Client: Wiley Geotechnical	Date: 13/03/2017	Scale: 1 : 87
Project: WileyGeotech29 Cheviot		Page: 1/1	Fig.: 1/1
		File: WileyGeotech29 Cheviot_CPT01.GEF	

Classification by Robertson 1986

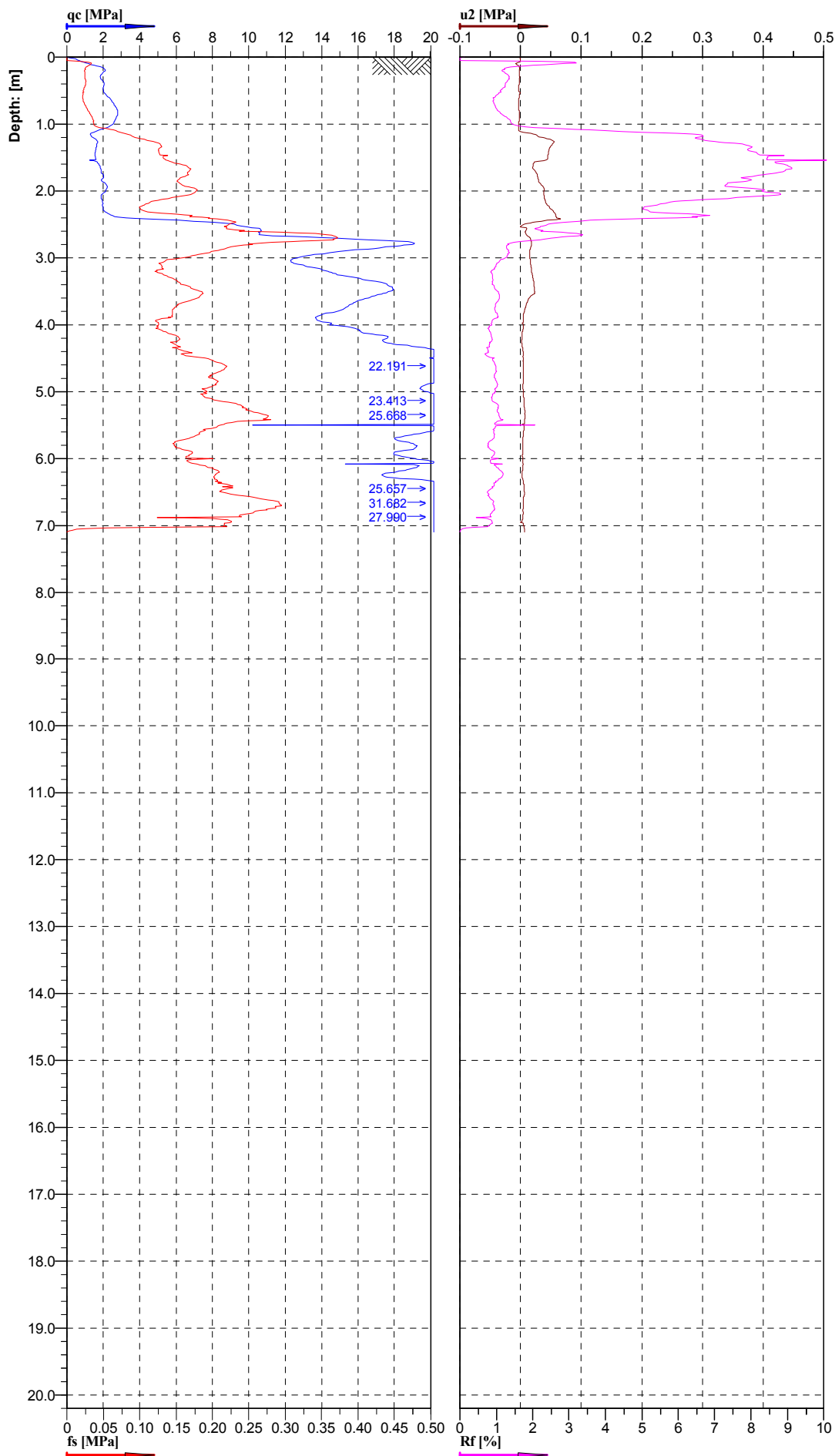
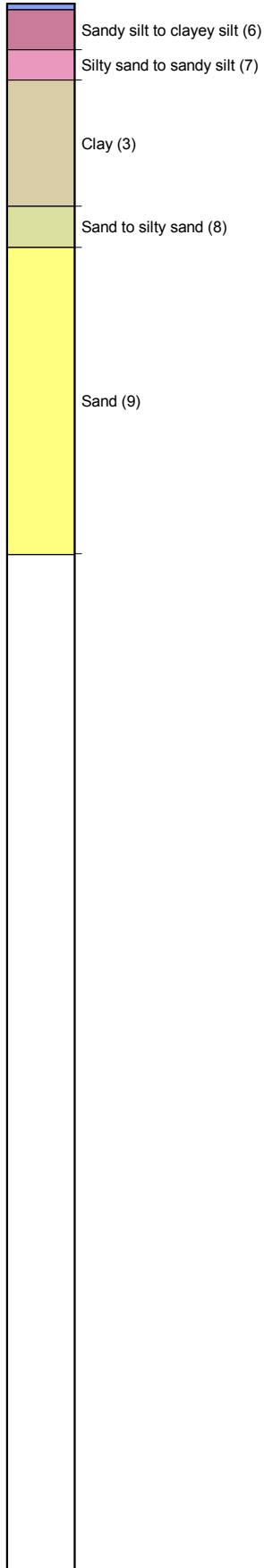
- Clayey silt to silty clay (5)
- Sandy silt to clayey silt (6)
- Silty sand to sandy silt (7)
- Sandy silt to clayey silt (6)
- Silty sand to sandy silt (7)
- Sand to silty sand (8)
- Silty clay to clay (4)
- Clay (3)
- Sandy silt to clayey silt (6)
- Silty sand to sandy silt (7)
- Very stiff fine grained (11)



Cone No: S10CFIIP.S15165
 Tip area [cm²]: 10
 Sleeve area [cm²]: 150

Location: Mangawhai Heads	Position: X: 0 m, Y: 0 m	Ground level: 0.000	Test No.: CPT02
Project ID: WileyGeotech29 Cheviot	Client: Wiley Geotechnical	Date: 13/03/2017	Scale: 1 : 87
Project: WileyGeotech29 Cheviot		Page: 1/1	Fig.: 1
		File: WileyGeotech29 Cheviot_CPT02.GEF	

Classification by Robertson 1986



Cone No: S10CFIIP.S15165
 Tip area [cm²]: 10
 Sleeve area [cm²]: 150

Location: Mangawhai Heads	Position: X: 0 m, Y: 0 m	Ground level: 0.000	Test No.: CPT03
Project ID: WileyGeotech29 Cheviot	Client: Wiley Geotechnical	Date: 13/03/2017	Scale: 1 : 87
Project: WileyGeotech29 Cheviot		Page: 1/1	Fig.:
		File: WileyGeotech29 Cheviot_CPT03.GEF	



S:\Archaeology\Archaeological Authorities

25 February 2019

File ref: 2019/466
11013-028

Philip and Jennie Walsh
3 Wanganella Street
Birkenhead
Auckland 0626

BARFOOT & THOMPSON DISCLAIMER
This document has been obtained on behalf of the client and is made available to customers for general information purposes only. Neither Barfoot & Thompson nor their client warrant the accuracy, completeness or currency of this document nor do they accept liability for any errors or omissions in this document. All customers should obtain and rely on their own documents and legal advice.

Tēnā kōrua Mr and Ms Walsh

**APPLICATION FOR ARCHAEOLOGICAL AUTHORITY UNDER HERITAGE NEW ZEALAND
POUHERE TAONGA ACT 2014: Authority no. 2019/466: Midden site R08/226, 29 Cheviot St,
Mangawhai, Northland**

Thank you for your application for an archaeological authority which has been granted and is attached.

In considering this application, Heritage New Zealand Pouhere Taonga notes that you wish to carry out earthworks associated with the construction of a residential dwelling at the above address that will include demolition of existing buildings, cut and fill earthworks for the building platform, drive way and services, at 29 Cheviot St, Mangawhai Northland. This activity will affect recorded archaeological midden site R08/226. Although the site has been damaged in the past, it still possesses archaeological values. The site is of significance to Te Uri o Hau and we appreciate the consultation you have undertaken.

Heritage New Zealand notes that the site has been previously damaged by the installation of a storm water pipe by Kaipara District Council that occurred without your consent or knowledge.

Please inform Te Uri o Hau, the s45 approved person and Heritage New Zealand Pouhere Taonga of start and finish dates for the work.

An appeal period from receipt of decision by all parties applies. Therefore this authority may not be exercised during the appeal period of 15 working days or until any appeal that has been lodged is resolved.

If you have any queries please direct your response in the first instance to:

James Robinson
Archaeologist
Heritage New Zealand Pouhere Taonga, Kerikeri Office
PO Box 836, Kerikeri 0245
Phone (09) 407 0473 Email ArchaeologistNA@heritage.org.nz

Yours sincerely,

A handwritten signature in blue ink, appearing to be 'Vanessa Tanner', written on a light-colored background.

Vanessa Tanner
Manager Archaeology

cc: Philip and Jennie Walsh
via email at philwalsh@voltec.co.nz

cc: Clough and Associates, Dr Sarah Phear
via email at sarahphear@clough.co.nz

cc: Te Uri o Hau (TUOH), Shereen Worthington
via email at environs@uriohau.co.nz

cc: Planning Manager
Kaipara District Council
via email at council@kaipara.govt.nz

Pursuant to Section 51 Heritage New Zealand Pouhere Taonga Act 2014 Heritage New Zealand Pouhere Taonga must notify TLAs of any decision made on an application to modify or destroy an archaeological site. We recommend that this advice is placed on the appropriate property file for future reference.

cc: Ministry for Culture and Heritage
via email at protected-objects@mch.govt.nz

Pursuant to Section 51 Heritage New Zealand Pouhere Taonga Act 2014

cc: NZAA Central Filekeeper
c/o DOC, WELLINGTON
Attn: Nicola Molloy
via email at nmolloy@doc.govt.nz

cc: Heritage New Zealand Pouhere Taonga Archaeologist, Dr James Robinson

cc: Heritage New Zealand Pouhere Taonga Area Manager, Bill Edwards

cc: Heritage New Zealand Pouhere Taonga Tuakana Pouarahi, Atareiria HeiHei



HERITAGE NEW ZEALAND
POUHERE TAONGA

AUTHORITY

Heritage New Zealand Pouhere Taonga Act 2014

AUTHORITY NO: 2019/466

FILE REF: 11013-028

DETERMINATION DATE: 25 February 2019

EXPIRY DATE: 25 February 2024

AUTHORITY HOLDER: Philip and Jennie Walsh

POSTAL ADDRESS: Philip and Jennie Walsh, 3 Wanganella Street, Birkenhead, Auckland 0626

ARCHAEOLOGICAL SITES: R08/226

LOCATION: 29 Cheviot St, Mangawhai, Northland

SECTION 45 APPROVED PERSON: Dr Sarah Phear

LAND OWNER CONSENT: Land owner is applicant

This authority may not be exercised during the appeal period of 15 working days, or until any appeal that has been lodged is resolved.

DETERMINATION

Heritage New Zealand Pouhere Taonga grants an authority pursuant to section 48 of the Heritage New Zealand Pouhere Taonga Act 2014 in respect of the archaeological site described above, within the area specified as Lot 7 DP 53679 to Philip and Jennie Walsh for the proposal to carry out earthworks associated with the demolition of existing buildings and the construction of a residential house and associated services and structures at 29 Cheviot St, Mangawhai, Northland, subject to the following conditions:

CONDITIONS OF AUTHORITY

1. The authority holder must ensure that all contractors working on the project are briefed on site by the s45 approved person prior to any works commencing on the possibility of encountering archaeological evidence, how to identify possible archaeological sites during works, the archaeological work required by the conditions of this authority, and contractors' responsibilities with regard to notification of the discovery of archaeological evidence to ensure that the authority conditions are complied with.
2. Prior to the start of any on-site archaeological work, the Authority Holder must ensure that Heritage New Zealand Pouhere Taonga is advised of the date when work will begin.

This advice must be provided at least 2 working days before work starts. The Authority Holder must also ensure that Heritage New Zealand Pouhere Taonga is advised of the completion of the on-site archaeological work, within 5 working days of completion.

3. Prior to any earthworks, an archaeological investigation must be undertaken, in accordance with section 52(2) of the Act, based on the research strategy in; *Phear January 2019; Archaeological Management Plan and Research Strategy: 29 Cheviot St, Mangawhai, for Philip and Jennie Walsh, Clough and Associates Ltd*, attached to the application. The aims of the investigation shall be to investigate, research and analyse archaeological stratigraphy, features and remains in accordance with current archaeological practice to gather information about the historical and cultural heritage of New Zealand.
4. The authority must be exercised in accordance with the management plan in; *Phear January 2019; Archaeological Management Plan and Research Strategy: 29 Cheviot St, Mangawhai, for Philip and Jennie Walsh, Clough and Associates Ltd*, attached to the authority application and any changes to the plan require the prior written agreement of Heritage New Zealand Pouhere Taonga.
5. Any earthworks that may affect any archaeological sites must be monitored by the s45 approved person.
6. In addition to any protocols agreed to between the authority holder and Waitangi Marae, the following shall apply:
 - a) Access for Te Uri o Hau shall be enabled in order to undertake tikanga Maori protocols consistent with any requirements of site safety.
 - b) Te Uri o Hau shall be informed 48 hours before the start and finish of the archaeological work.
 - c) If any koiwi tangata (human remains) are encountered, all work should cease within 5 metres of the discovery. The Heritage New Zealand Pouhere Taonga Archaeologist, New Zealand Police and Te Uri o Hau must be advised immediately in accordance with Guidelines for Koiwi Tangata/Human Remains (Archaeological Guideline Series No.8) and no further work in the area may take place until future actions have been agreed by all parties.
 - d) Te Uri o Hau shall be informed if any possible taonga or Maori artefacts are identified to enable appropriate tikanga protocols to be undertaken, so long as all statutory requirements under the Heritage New Zealand Pouhere Taonga Act 2014 and the Protected Objects Act 1975 are met.
 - e) Te Uri o Hau shall be provided with a copy of any reports completed as a result of the archaeological work associated with this authority and be given an opportunity to discuss it with the s45 approved person if required.

This is not a statement of mana whenua status.
7. That within 20 working days of the completion of the on-site archaeological work associated with this authority;
 - a) Site record forms must be updated or submitted to the NZAA Site Recording Scheme.
8. That within 12 months of the completion of the on-site archaeological work, the authority holder shall ensure that a final report, completed to the satisfaction of

Heritage New Zealand Pouhere Taonga, is submitted to the Heritage New Zealand Pouhere Taonga Senior Archaeologist.

- a) One hard copy and one digital copy of the final report are to be sent to the Heritage New Zealand Pouhere Taonga Senior Archaeologist.
- b) Digital copies of the final report must also be sent to: NZAA Central Filekeeper; Mangawhai Museum; and Te Uri o Hau.

Signed for and on behalf of Heritage New Zealand.



**Claire Craig
Deputy Chief Executive Policy, Strategy and Corporate Services
Heritage New Zealand Pouhere Taonga
PO Box 2629
WELLINGTON 6140**

Date 25 February 2019

ADVICE NOTES

Contact details for Heritage New Zealand Archaeologist

James Robinson
Archaeologist
Heritage New Zealand Pouhere Taonga, Kerikeri Office
PO Box 836, Kerikeri 0245

Phone (09) 407 0473 Email [ArchaeologistNA @heritage.org.nz](mailto:ArchaeologistNA@heritage.org.nz)

Current Archaeological Practice

Current archaeological practice may include, but is not limited to, the production of maps/ plans/ measured drawings of site location and extent; excavation, section and artefact drawings; sampling, identification and analysis of faunal and floral remains and modified soils; radiocarbon dating of samples; the management of taonga tuturu and archaeological material; the completion of a final report and the updating of existing (or creation of new) site record forms to submit to the NZAA Site Recording Scheme. The final report shall include, but need not be limited to, site plans, section drawings, photographs, inventory of material recovered, including a catalogue of artefacts, location of where the material is currently held, and analysis of recovered material.

Please note that where one is required, an interim report should contain a written summary outlining the archaeological work undertaken, the preliminary results, and the approximate percentage of archaeological material remaining *in-situ* and a plan showing areas subject to earthworks, areas monitored and the location and extent of any archaeological sites affected or avoided.

Rights of Appeal

An appeal to the Environment Court may be made by any directly affected person against any decision or condition. The notice of appeal should state the reasons for the appeal and the relief sought and any matters referred to in section 58 of the Heritage New Zealand Pouhere Taonga Act 2014. The notice of appeal must be lodged with the Environment Court and served on Heritage New Zealand Pouhere Taonga within 15 working days of receiving the determination, and served on the applicant or owner within five working days of lodging the appeal.

Review of Conditions

The holder of an authority may apply to Heritage New Zealand Pouhere Taonga for the change or cancellation of any condition of the authority. Heritage New Zealand Pouhere Taonga may also initiate a review of all or any conditions of an authority.

Non-compliance with conditions

Note that failure to comply with any of the conditions of this authority is a criminal offence and is liable to a penalty of up to \$120,000 (Heritage New Zealand Pouhere Taonga Act 2014, section 88).

Costs

The authority holder shall meet all costs incurred during the exercise of this authority. This includes all on-site work, post fieldwork analysis, radiocarbon dates, specialist analysis and preparation of interim and final reports.

Guideline Series

Guidelines referred to in this document are available on the Heritage New Zealand Pouhere Taonga website: archaeology.nz

The Protected Objects Act 1975

The Ministry for Culture and Heritage (“the Ministry”) administers the Protected Objects Act 1975 which regulates the sale, trade and ownership of taonga tūturu.

If a taonga tūturu is found during the course of an archaeological authority, the Ministry or the nearest public museum must be notified of the find within 28 days of the completion of the field work.

Breaches of this requirement are an offence and may result in a fine of up to \$10,000 for each taonga tūturu for an individual, and of up to \$20,000 for a body corporate.

For further information please visit the Ministry’s website at <http://www.mch.govt.nz/nz-identity-heritage/protected-objects>.

Land Owner Requirements

If you are the owner of the land to which this authority relates, you are required to advise any successor in title that this authority applies in relation to the land. This will ensure that any new owner is made aware of their responsibility in regard to the Heritage New Zealand Pouhere Taonga Act 2014.



HERITAGE NEW ZEALAND
POUHERE TAONGA

SECTION 45 APPROVED PERSON

Heritage New Zealand Pouhere Taonga Act 2014

AUTHORITY NO: 2019/466

FILE REF: 11013-028

APPROVAL DATE: 25 February 2019

This approval may not be exercised during the appeal period of 15 working days, or until any appeal that has been lodged is resolved.

APPROVAL

Pursuant to section 45 of the Act, **Dr Sarah Phear**, is approved by Heritage New Zealand Pouhere Taonga to carry out any archaeological work required as a condition of authority 2019/466, and to compile and submit a report on the work done. Dr Sarah Phear will hold responsibility for the current archaeological practice in respect of the archaeological authority for which this approval is given.

Signed for and on behalf of Heritage New Zealand,

A handwritten signature in blue ink, appearing to read 'Claire Craig'.

Claire Craig
Deputy Chief Executive Policy, Strategy and Corporate Services
Heritage New Zealand Pouhere Taonga
PO Box 2629
WELLINGTON 6140

Date 25 February 2019

Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on [rea.govt.nz](https://www.rea.govt.nz) and [settled.govt.nz](https://www.settled.govt.nz).

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

We welcome any feedback you have on this publication.

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

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

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

needs to sell another property first or needs a property inspection and the settlement date.

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

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

General obligations and conditions you have to comply with

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

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

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

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

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



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

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

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

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

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

Pre-settlement inspection

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

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

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

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

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

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

About settled.govt.nz



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

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

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

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

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



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

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

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

What we do

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

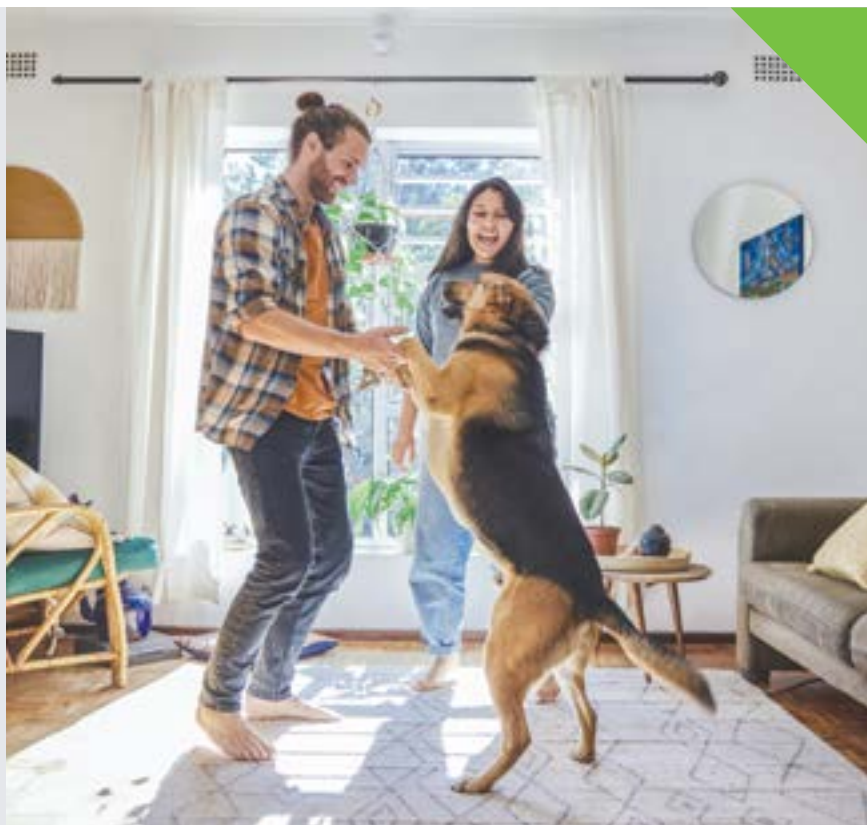
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

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

For more information

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



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