



LOCAL
BY JEN BHATI



135 Fitzherbert Street Featherston

JEN BHATI

LOCAL REAL ESTATE SPECIALIST

📞 022 516 9053

✉️ jen.bhati@localhq.co.nz

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FLEXIBLE PURCHASE OPPORTUNITIES

Here's your chance to secure 827m² (more or less) of residential land in Featherston — with options to suit how you want to play it.

Buy the tiny home only for \$135,000, the land only for \$195,000, or secure the full package for \$320,000.

Don't let the size fool you — this is one you really need to see in person. Thoughtfully laid out, the 40m² tiny home offers all the comforts of a house, just on a smaller (and smarter) scale. Inside, you'll find a loft-style bedroom, comfortable living area with ranch sliders opening out to the deck, a handy utility cupboard, breakfast bar, well-equipped kitchen with under-bench oven and two-hob cooktop, plus a bathroom with shower, toilet, vanity, and even a nook for the washing machine. Fully insulated and double glazed, it's built for year-round comfort.

Then there's the land — flat, usable, and full of possibility. Live in the tiny home and enjoy it as is, use it while you build, create an income stream, or explore relocating or onselling the tiny home. Flexibility like this doesn't come along often.

Location adds to the appeal too, with easy access to the state highway for a quick trip to Masterton, or head straight up the road for your Wellington connection.

Whether you're after a stepping stone, a project with upside, or a setup that lets you think outside the square — 135 Fitzherbert Street delivers options.

The vendors are motivated and open to creative conversations — get in touch to explore what could work for you.

Land Area: 827m²
Floor Area: 40m²
Rates: \$4305
CV: \$375000

View Online:

<https://localhq.co.nz/property/135-fitzherbert-street-featherston/>

Open Homes:

Contact Jen for viewing times

JEN BHATI

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Vendor Transparency Document

Address: 135 FITZHERBERT STREET FEATHERSTON

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.

The vendor agrees that if after signing this form, they become aware of any additional information Yes described in this form or that may be of any interest to the purchaser, they will notify the Licensee 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 Licensee may be noted at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included as an appendix 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?

Some water damage in bathroom from shower leak

☒ Yes ☐ No

Is the Vendor aware of any hazards including weatherside cladding, asbestos, duct 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?

Some light switches are wici rather than fixed wiring and can be fickle

☒ 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?

Brookside Development, multiple easements

☒ 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)

Front boundary is legally in the drain beyond fence

☒ 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

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

see on site brochure.

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

REINFORCED CONCRETE driveway, GARDEN BED AROUND ROSE, RAISED GARDEN BED ALONG DRIVEWAY, rocked stormwater drain (brook)

Is any other information provided by the Vendor or the Licensee (eg Title, District Plan, LIM Disclosures)

stormwater notes* ~~separate attachment~~ *See notes below.

Future stormwater easement on title.

Other easements on title.

Proposed District Plan.

NEED TO CHECK MAIL DELIVERY

- Builders Guarantee Policy for dwelling - see below

- Tonkin & Taylor Flood modelling report - see below.

Vendor: Sign: [Signature] Print Name: IAN McCOMB Date: 17 MAR 26

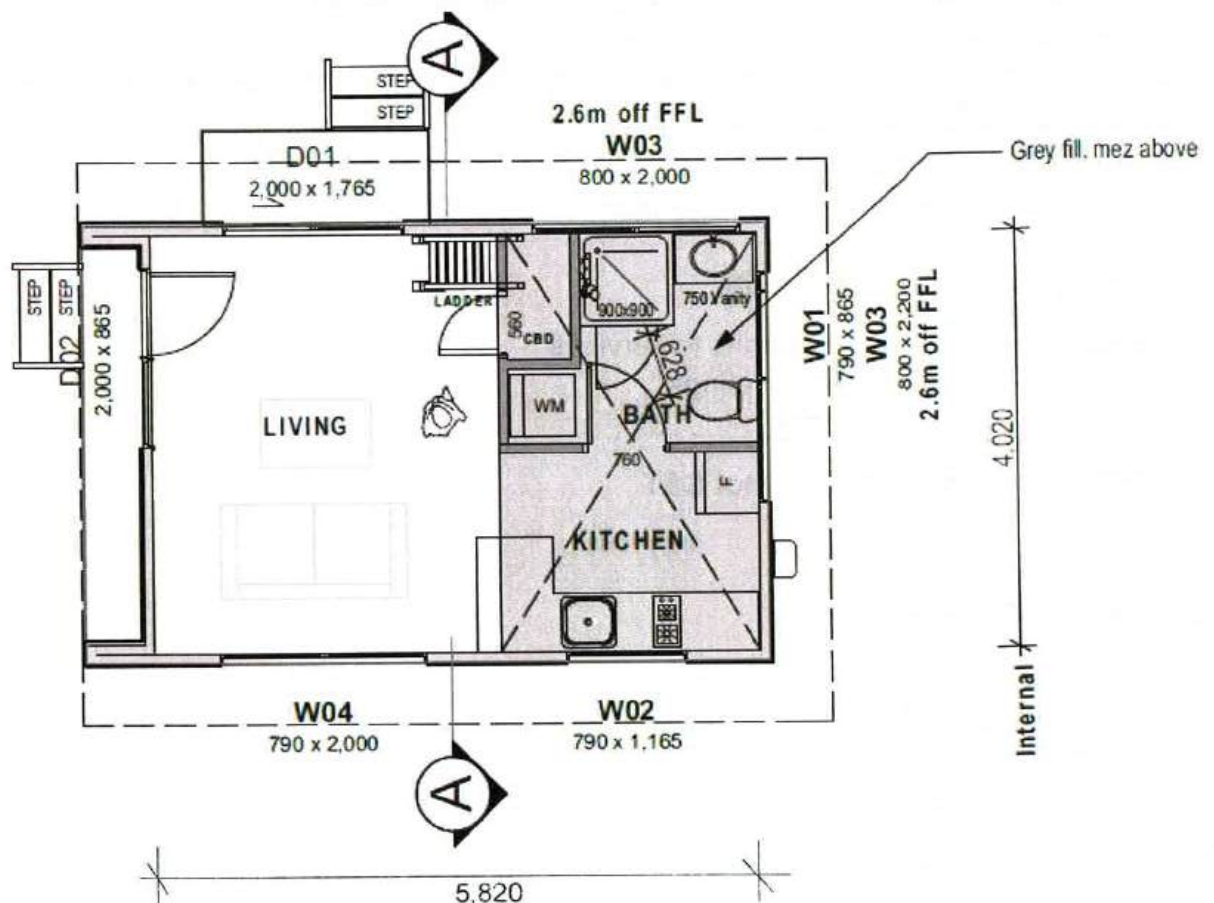
Vendor: Sign: _____ Print Name: _____ Date: _____

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

IMPORTANT NOTE FOR PURCHASERS: Any Consents and Compliance Certificates or Reports that have been made available to the Licensee 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 Licensee). 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 and the Licensee may not have specialist knowledge or expertise to comment on aspects of the property. As such, this document is not represented as including everything that a purchaser 'should' be aware of. 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.



THE TINY HOME WITH A BIG HEART



WHY CHOOSE US for your Tiny Home?

- Over 45 years' experience in the building industry
- Built to exceed NZ Building Code requirements
- Code compliant
- Relocatable (NOT Trailer mounted)
- Designed to Max wind and EQ loading
- Over 85% material used is renewable plantation pine products
- Minimal footprint
- Maximises ECO building principles
- Comes with:
 - Code of Compliance
 - 10 year Halo Guarantee
 - Cladding options

Basic Specifications

- H5 treated Timber Piles
- H3.2 treated external timbers
- LVL H1.2 Joists and roof framing
- Ply flooring
- Solid Wrap – Ply
- H3.2 treated timber wall framing
- Clears ply wall and ceiling lining
- Fitted kitchen (with hob and UB oven) and bathroom
- Gas water heating
- Coloursteel MAX roofing (suitable for coastal conditions)
- Double glazed aluminium joinery
- SHADOWCLAD external wall linings (other options available at extra cost)
- Underfloor, wall and ceiling insulation
- Wired and plumbed
- All external fixings Stainless Steel

Pricing based on: Level site

Does not include: Connections to services
 Floor coverings
 Painting

PRICE – From \$94,450.00 incl GST

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NIGEL GATTSCHÉ
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103 Lake Ferry Road, RD2
Featherston 5772, Wairarapa, NZ

Stormwater notes for 135 Fitzherbert

Introduction

These handover notes are for information disclosure as part of the sale of the tiny house property by Brookside Developments- Featherston Limited. They summarise the existing stormwater infrastructure, drainage arrangements, and known flooding behaviour affecting the site. This information is useful for buyers to understand aspects of the property. It will also be useful for later construction projects and for discussion with insurers regarding flood risk.

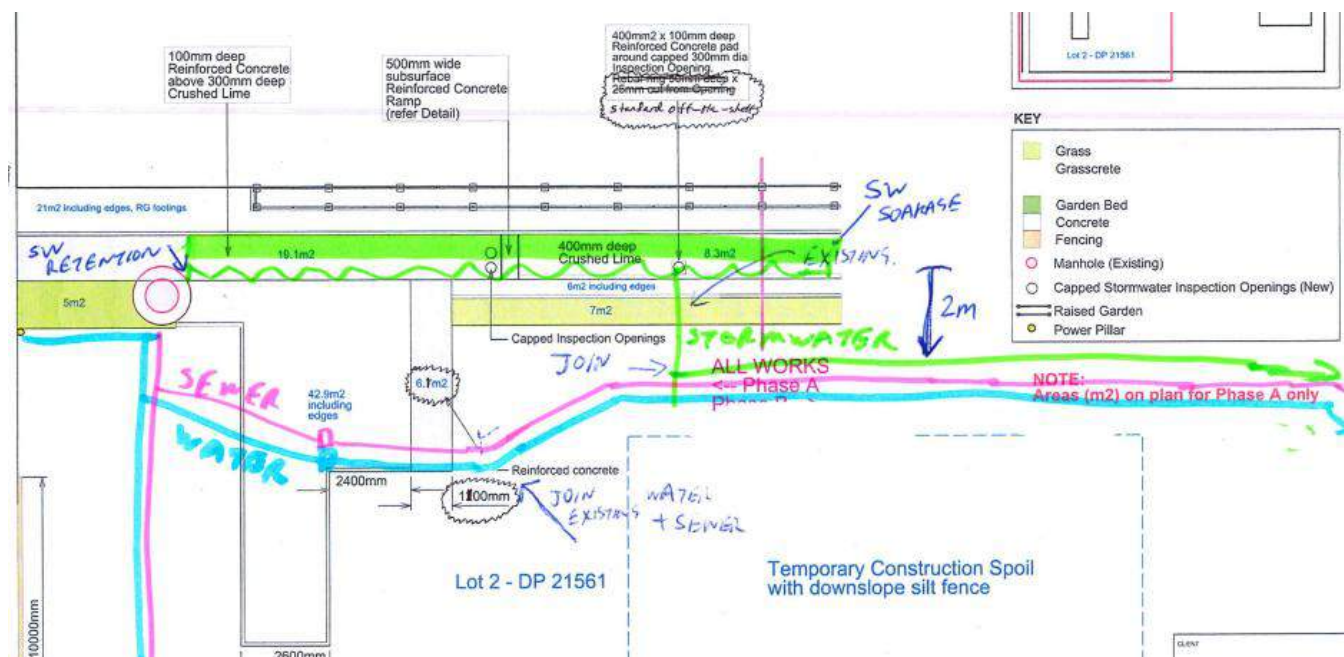
Tiny House drainage

Stormwater from the tiny house is directed to a standard rock-filled soakage trench located within the car park area between the house and the rear fence.

The spare retention and soakage system

A spare stormwater system is installed beneath the driveway. This system includes both stormwater retention (for potential reuse) and soakage (for disposal) and has been designed to accommodate an additional future building without the need for a new stormwater system.

An existing inlet pipe extends approximately 2 metres toward the potential building platform. Round metal access covers provide access to both the retention and soakage components.



The Brook

The "Brook" is a low flow discharge from the stormwater system in the Brookside development behind 135 Fitzherbert. It conveys stormwater from a 225 mm pipe within the subdivision to the roadside drain along Fitzherbert Street. (Refer to images below.)

The function of the main channel will initially be maintained by Brookside Developments and will later become the responsibility of the South Wairarapa District Council. Vegetation on either side of the channel is the responsibility of the adjoining landholder and must be maintained accordingly.



Flooding

The site flooded in 2018 and 2022 and will flood again because the road (SH2) is higher than the site and acts as a dam. When Donald Creek is flowing, water in the main drain along Fitzherbert Street is unable to discharge into the creek. As a result, water ponds until it overtops the road. The height of the road limits the maximum depth of ponding on the property. The tiny house floor level has been specifically designed and constructed above the highest anticipated ponded water level.

Once storm conditions subside and water levels in Donald Creek reduce, water stored in the roadside drain and on the property will naturally drain away without any action required by the landholder.

An extensive flood modelling exercise was undertaken as part of the Brookside subdivision. This information is available electronically from the real estate agent.

An example flood image is included below, showing predicted flooding for a future 1% Annual Exceedance Probability (1-in-100-year) event, including indicative water depths near the site.

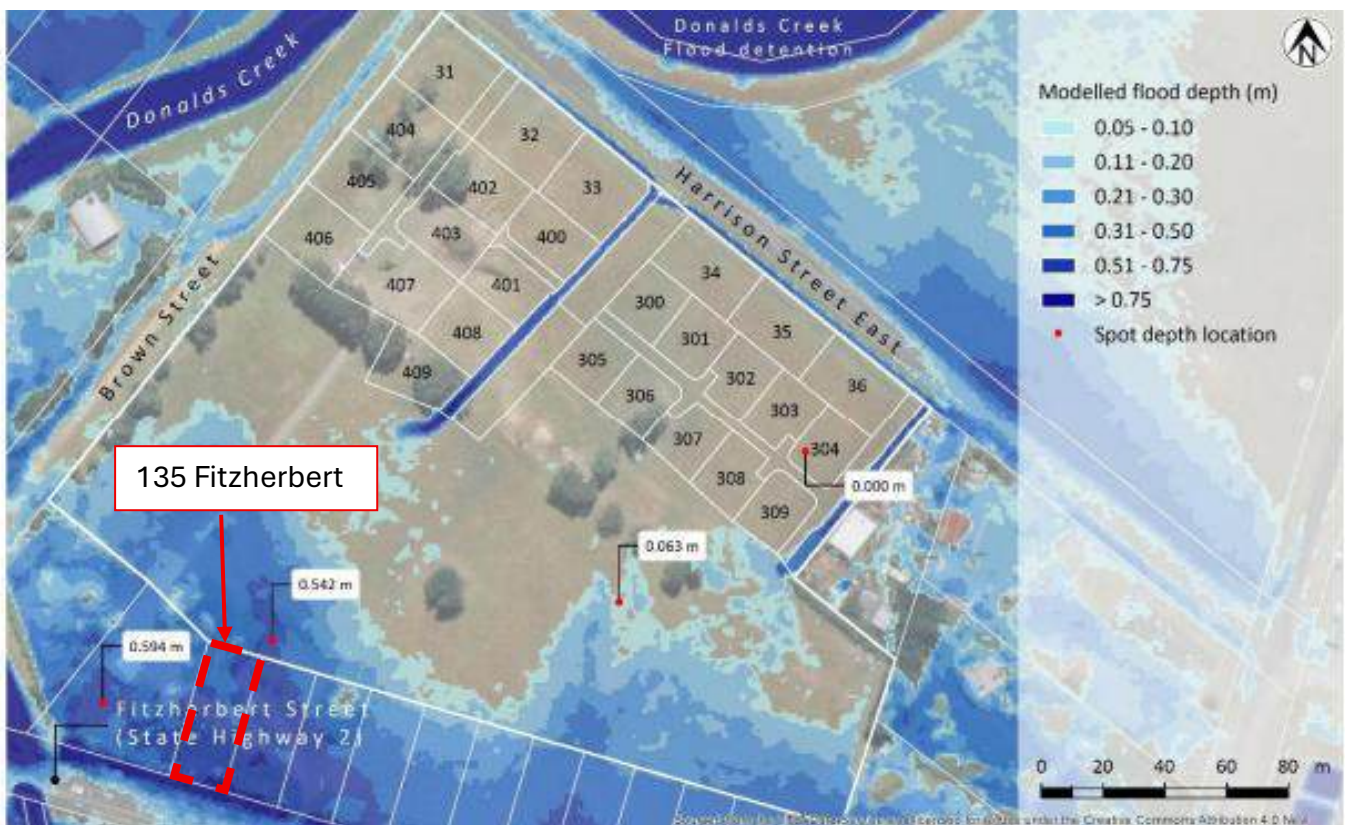


Figure 3. Maximum predicted flood depth for consented + Stage 4B development (1% AEP + CC)

9 October 2023
Job No: 1008135.1000

Brookside Developments - Featherston Limited
8 Orpington Place
Stoke
Nelson 7011

Attention: Ian McComb

Dear Ian

Flood modelling for maximum development, Harrison Street East, Featherston

1 Introduction

In accordance with your request, we have carried out hydraulic modelling of the proposed ground surface and drainage design in relation to the maximum proposed development of the subdivision at Harrison Street East, Featherston, to understand potential flood effects within the site and potential effects of the development on downstream and neighbouring properties. Refer to Figure 1 for the existing and proposed maximum development extents. This work has been undertaken in accordance with, and as an extension to, our earlier engagement (T+T ref. 1008135, dated 24 August 2018).

2 Background

Tonkin & Taylor Ltd (T+T) have carried out hydraulic modelling of the site previously. For further information and details on the previous modelling please refer to the following reports completed by T+T:

- Pre-development modelling to understand the flood risk of the site:
 - Flood modelling for proposed residential subdivision (Pt Secs 126 & 127 Featherston Suburban & Lot 1 DP 21561), Featherston, 7 December 2018, T+T ref: 1008135.
- Modelling of the concept swale design to accommodate flow through the site:
 - Revised flood hazard modelling for the new development at Harrison Street East, Featherston, 10 March 2020, T+T ref: 1008135.
- Modelling of Stages 2 and 3 of the development:
 - Additional information on flood hazard modelling for new development at Harrison Street East, Featherston, 3 July 2020, T+T ref: 1008135.
- Modelling of Stage 4A of the development and review of changes to swale design:
 - Harrison Street East, Featherston, Review of changes to consented development – Stage 4A, 10 May 2022, T+T Ref: 1008135.1000.
- Modelling of Stage 4B of the development:

- Modelling of Stage 4B, Harrison Street East, Featherston, 16 June 2022,
T+T Ref: 1008135.1000.

The purpose of this letter is to describe the flood effects of the proposed maximum development. This letter also formally documents the modelling assumptions and parameters.

3 Maximum site development

The fully developed site layout and the proposed flood management features are shown in Figure 1. These features include:

- Two swales to collect overflows from the Donalds Creek flood detention basin, as well as flows that bypass the detention basin. We understand that the detention basin was designed for up to the 2% AEP event. Flows enter the site from the north and are conveyed by the swales through the earlier stages of the development to a level spreader.
- A level spreader device spanning almost the full width of the site approximately aligned with the 35.0 m RL contour. The spreader receives flows from the swales and disperses these uniformly across the southern part of the site. This is intended to reduce the depth and velocity of flood flows such that depths remain below 100 mm for the baseline future 1% AEP scenario.
- A 'contour swale' immediately upstream of, and parallel to, the level spreader to allow initial ponding of swale outflows prior to engagement of the level spreader. The contour swale also provides detention storage.
- A private 'boundary swale' along the southern boundary of the development with 123 Fitzherbert Street is proposed to allow the release of any localised ponding towards the rock lined swale, which runs along the boundary of 133 Fitzherbert Street.
- Permeable paving is proposed for the ROW's, car-parking areas and most footpaths.
- Each lot is proposed to have on-site stormwater disposal via a distributed soakage system (to Building Code). Refer to Appendix A for further information regarding the soakage and relevant proposed covenants on the titles.



Figure 1. Maximum site development and proposed flood management features

4 Hydraulic modelling

Flood modelling was undertaken using TUFLOW (engine version 2020-10-AE) with the parameters and assumptions as outlined in Table 4.1. Table 4.2 displays the Mannings values that were used.

Table 4.1: TUFLOW model parameters

Parameter	Value	Comment
Detention basin inflows	Derived from the 2020 HEC-HMS hydrology model for the basin catchment ¹ . 25% of the inflow for the 1% AEP and 2% AEP scenarios bypasses the basin and is applied as sheet flow to the west of the basin. As agreed with WWL. No flow is assumed to bypass the basin in the 10% AEP scenario.	As per Stage 4A and 4B modelling. Change from 2020 model based on GWRC advice on 10 December 2021 (acknowledged by WWL) that a culvert upstream of the detention basin is undersized for conveying high flows, resulting in a portion of flows bypassing the detention basin.
Rain-on-grid rainfall inputs	6hr, 12hr, and 24hr nested design storm profiles based on HIRDS v4 values for the catchment centroid.	As per Stage 4A and 4B modelling. Change from 2020 model requested by WWL to be in line with their hydrology guidelines (note that these guidelines predate the release of the HIRDS v4 temporal design storms profiles and climate change values, which were used previously).
Climate change scenario	20% increase on present day rainfall values as per WWL hydrology guideline.	
Model domain	11 km ² encompassing the detention pond and extends downstream past the proposed development to Revans Street.	As reported for Stages 2-4.
Ground surface	1 m 2013 LiDAR sourced from the LINZ data service website. The post-development surface incorporates already consented and proposed filling of lots, swales, ROW's, and roads. This was incorporated into the model as a design surface.	The modelled post-development surface was developed from the supplied design and has been collaboratively developed to meet project requirements.
Model cell size	LiDAR: 1 m by 1 m (1 m ² cells) Post-development surface resolution up to 0.1 m by 0.1 m (0.01 m ² cells)	Quadtree used to increase the cell resolution within the development surface. SGS Approach = Method C. Modified as required by site elements.
Sub-grid sampling size	Up to 0.1 m	
Timestep	The TUFLOW GPU model utilises an adaptive timestep based on a maximum Courant number of 1.	As reported for Stages 2-4.
Viscosity	The default viscosity approach in TUFLOW GPU uses the Wu solution.	Change from Smagorinsky method reported for Stage 2 and 3.
Landuse (surface roughness)	Roughness values based on land use in Landcare Research's Land Cover Database version 5.0 (LCDB v5.0), updated Nov 2021. The corresponding Manning's n values are shown in Table 4.2. Post-Development scenario assumes a 50% impervious surface over the development site.	Refer to Appendix A for the proposed covenants to be placed on titles.

Parameter	Value	Comment
Infiltration losses	The Horton loss model was used. The soil classes were taken from the Landcare Research's S-map updated September 2016. Mapping of S-map soil classes to infiltration rates was as per calibrated values from the Canterbury Earthquake Recovery Agency (CERA) Increased Flood Vulnerability (IFV) flood modelling project.	Pervious paving and on-lot disposal and soakage of stormwater modelled as an initial rainfall loss in the materials file. Refer to Appendix A for methodology used to determine on-lot rainfall loss value of 14.7 mm.
Sensitivity testing	Three scenarios: <ul style="list-style-type: none"> • Donalds Creek culverts 50% blocked. • Pipes within development 100% blocked. • Swale sensitivity, set Mannings n within swales to 0.05. 	Requested by WWL.

Note:

1. Refer to the July 2020 report for Stages 2 & 3 for further information on the catchment hydrology.

Table 4.2: Summary of Manning's n values used in the model

Land cover type	Manning's n
Exotic forest	0.150
Gorse	0.125
Exotic grassland	0.050
Indigenous forest	0.150
Orchard/vineyard	0.050
Urban parkland/open space/permeable paving	0.033
Gravel or rock	0.039
Roads/ROW's	0.016
Built-up area (settlement)	Depth-varying from 0.015 up to 0.05 m depth increasing to 0.05 at 0.1 m depth

5 Flood assessment results

The following model scenarios were assessed for the maximum development land-use condition. Each scenario was run for the 6hr, 12hr, and 24hr event duration with the maximum depths presented in this report. Depth difference maps were also produced to understand changes in flood hazard due to the development.

Flood modelling results are presented as maximum depth maps and pre vs post development depth difference maps. For the depth maps, all depths of less than 50 mm are not shown, since this is generally beyond the confidence limits of the LiDAR data, hydrology, and other modelling assumptions. For the depth difference maps, differences of less than 50 mm (increases or decreases) are not displayed. The effect of on-lot soakage and pervious paving for managing runoff is accounted for in all scenarios.

5.1 Future climate 10% AEP event

Flood depths for the future 10% AEP pre-development case are shown in Figure 2. Water flows generally from the north to the south, across Harrison Street East, and through the site, before ponding against the upstream side of Fitzherbert Street. Small, isolated pockets of flooding of less than 100 mm depth are apparent in the south-western part of the site, and depths of up to 300 mm occur within the existing Fitzherbert Street lots outside the site.

The modelled future 10% AEP scenario shows that flows are fully contained within the roadside swale (Figure 3). Under this scenario, the farm culvert on Donalds Creek is not bypassed unlike the larger events and all upstream flow is directed to the detention basin. On-lot soakage is proposed to manage runoff generated from within the site (Refer to Appendix A).

The depth difference map (Figure 4) shows that differences greater than 50 mm are limited to the extent of the earthworks for the development, with increased depths along the swales and reduced flooding on the proposed lots. The absence of off-site downstream effects appears to be dependent on the off-setting provided by on-lot soakage and detention behind the level spreader.



Figure 2: Future 10% AEP pre-development flood depths



Figure 3: Future 10% AEP post-development flood depths



Figure 4: Future 10% AEP flood depth difference between pre and post development

5.2 Future climate 2% AEP event

The future 2% AEP scenario was run to assess flood depths in the road corridor within the site. Figure 5 shows the modelled pre-development flood depths. Flows from the detention basin bypass are evidently increasing flow across Harrison Street, and through the site. Water ponds up on the northern side of Fitzherbert Street until it can flow over the road.

Figure 6 shows that the post-development flow is largely contained within the swales. The maximum flood depth within the road carriageway is 70 mm (below the 75 mm requirement as advised by Ruamahanga Roads (13 December 2021). The overflows from the swales are largely constrained to the ROW ford crossings and permeable paving carparking widths.

The depth difference map (Figure 7) shows that differences in modelled flood depth are limited to extent of the earthworks for the development, with increased depths along the swales and reduced flooding on the proposed lots. Flooding of properties north and south of Fitzherbert Street is no worse than pre-development.

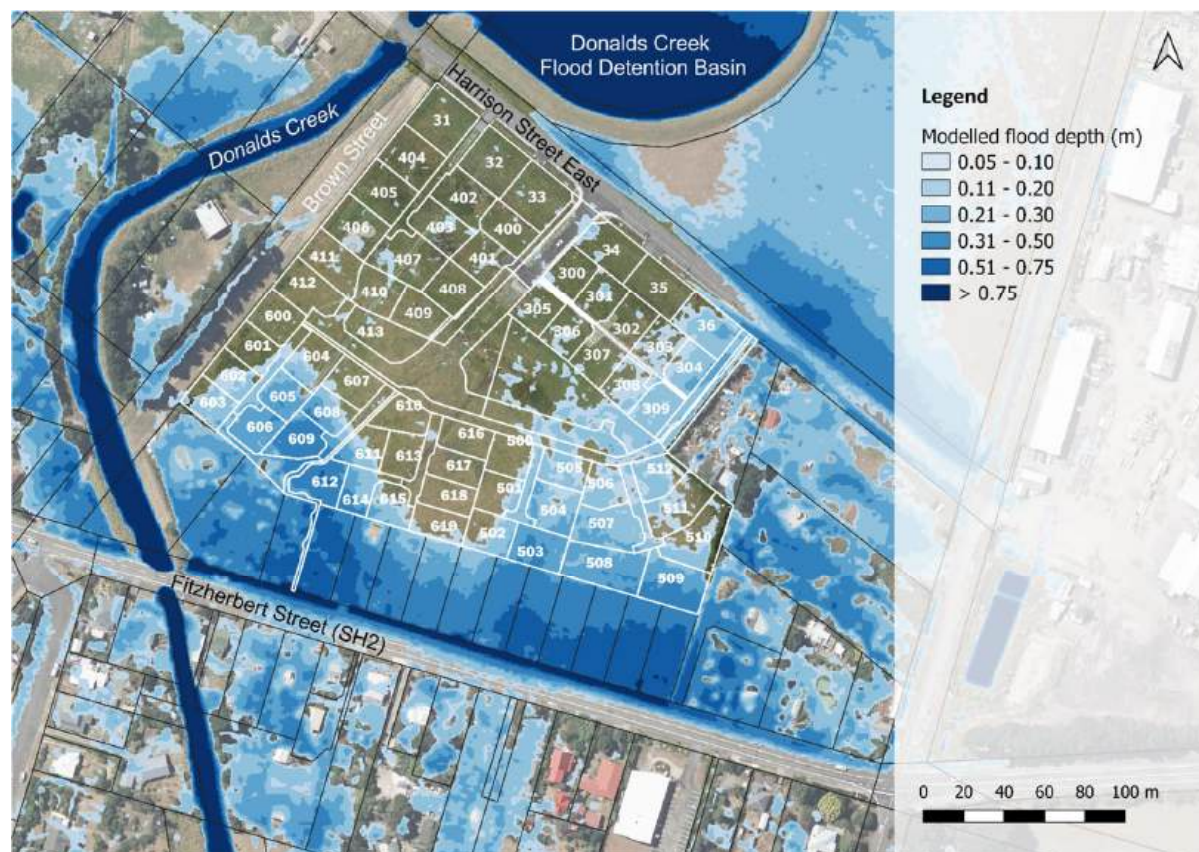


Figure 5: Future 2% AEP pre-development flood depths



Figure 6: Future 2% AEP post-development flood depths

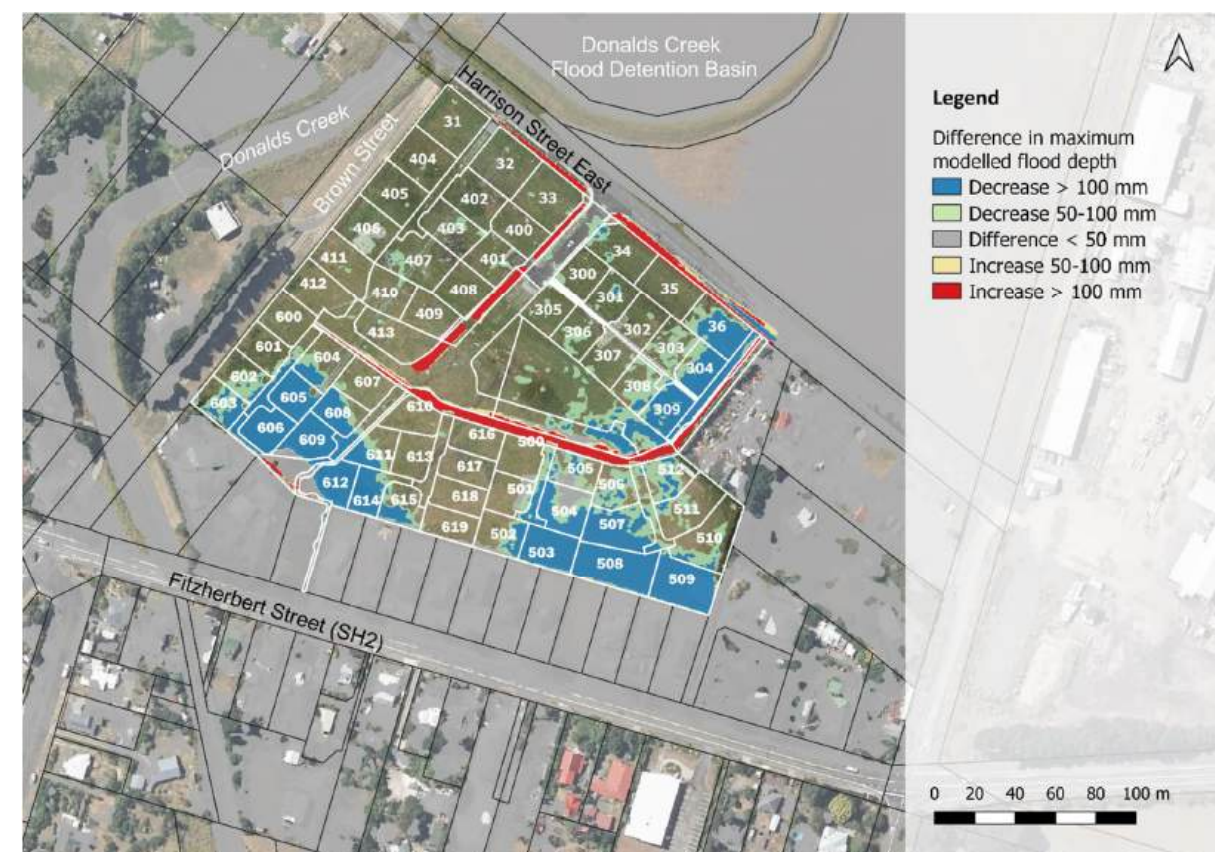


Figure 7: Future 2% AEP flood depth difference between pre and post development

5.3 Future climate 1% AEP event

Flood depths for the future 1% AEP pre-development case are shown in Figure 8. Flooding extents are similar to the 2% AEP event, though generally slightly deeper.

Figure 9 shows that the swales manage all inflows to the site in the 1% AEP event. The level spreader is shown to reduce flood depths downstream of the spreader to less than 100 mm, by distributing flows across the full width of the level spreader. The lots along the southern boundary of the development have been filled to be above the backwatering ponding depth created by the Fitzherbert Street Road embankment.

The depth difference map (Figure 10) shows that differences in modelled flood depth are again limited to extent of the earthworks for the development, with increased depths along the swales and generally reduced flooding on the proposed lots. No change to flood depths occurs in the existing Fitzherbert Street properties to the immediate south of the development.

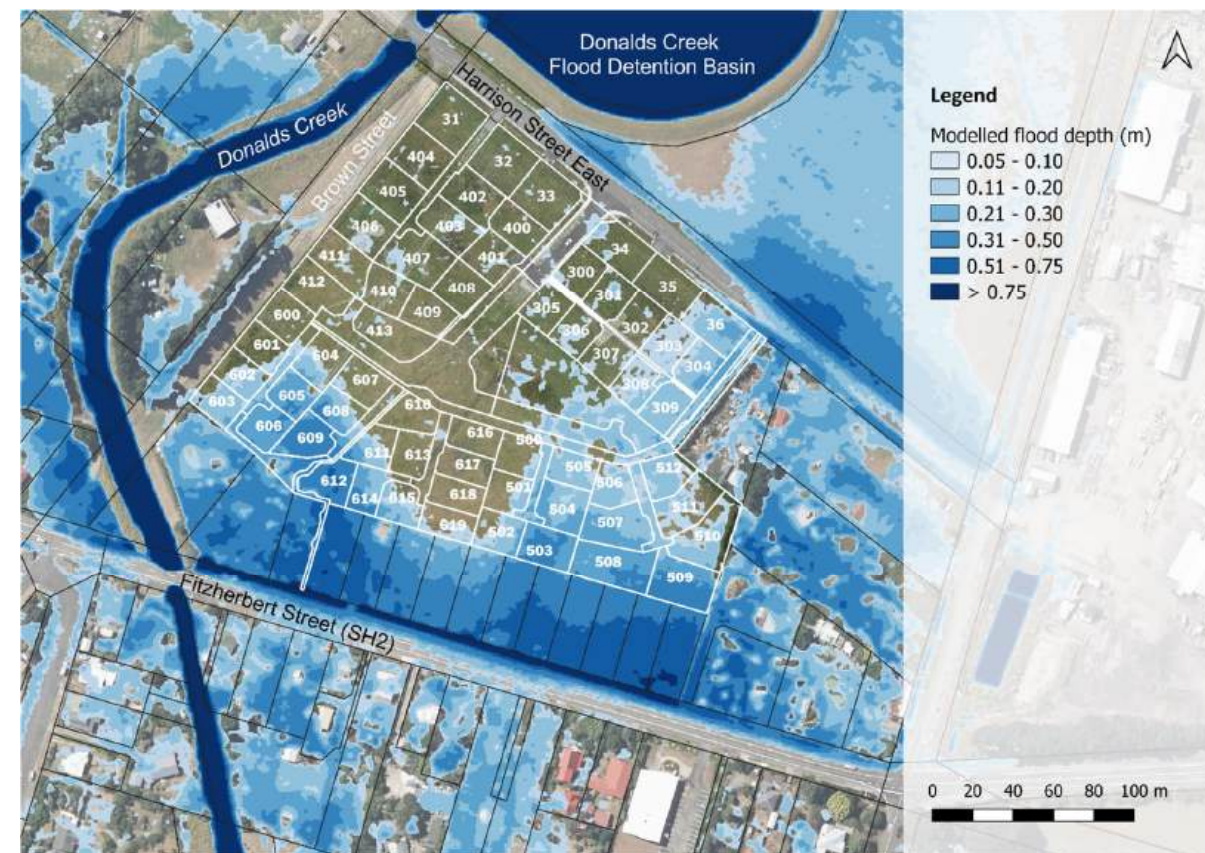


Figure 8: Future 1% AEP pre-development flood depths

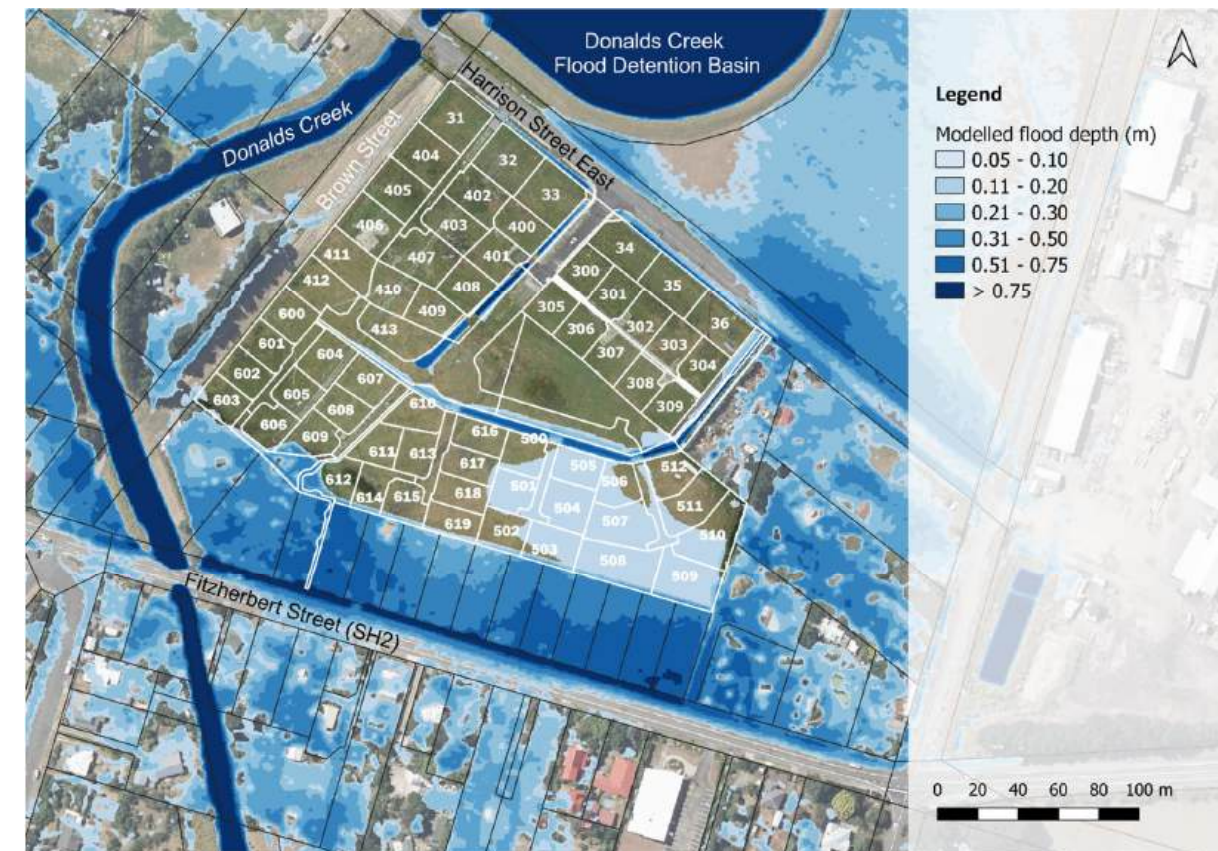


Figure 9: Future 1% AEP post-development flood depths

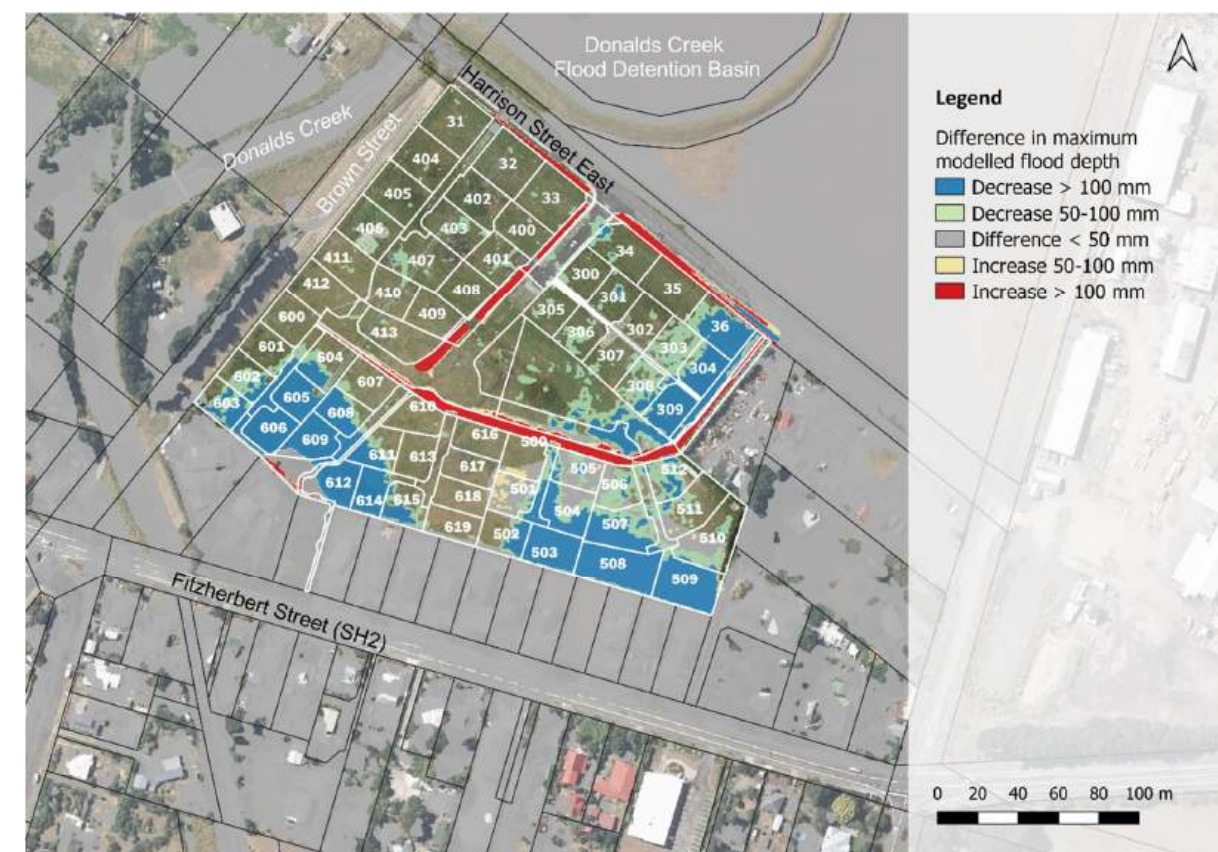


Figure 10: Future 1% AEP flood depth difference between pre and post development

5.3.1 Sensitivity testing

Three additional future 1% AEP scenarios were modelled to test the sensitivity of the modelled flood depths to selected drainage parameters.

- The large culverts along Donalds Creek (under Harrison Street East, Fitzherbert Street, and Revans Street) were modelled as 50% blocked (Figure 11).
 - This results in the detention basin overtopping in additional locations, and additional flow over Harrison Street East, directing more flow across the Site. Water levels increase within all swales. Flood depths within the proposed lots downstream of the level spreader exceed 100 mm. The maximum modelled flood depth on proposed lots is 150 mm in the eastern part of Lot 509. We understand that dwellings are all proposed to have pile foundations, therefore freeboard to floor level is maintained.
- The culverts within the site were modelled as being 100% blocked (Figure 12).
 - Water ponds within the swales until it can overtop the driveway and ROW crossings. Flood depths within the proposed lots downstream of the level spreader remain largely under 100 mm, except for a northern section of Lot 504, and an eastern section of Lot 509.
- The swales were modelled with a higher Mannings n value of 0.05 (Figure 13).
 - This simulates a general lack of maintenance within the swales such as vegetation growth. Water depths and flood extents within the swales generally experience a minor increase. Flood depths within the proposed lots downstream of the level spreader increase with isolated parts of Lots 504, 506, 507, 509, and 510 experiencing flood depths between 100-150 mm.

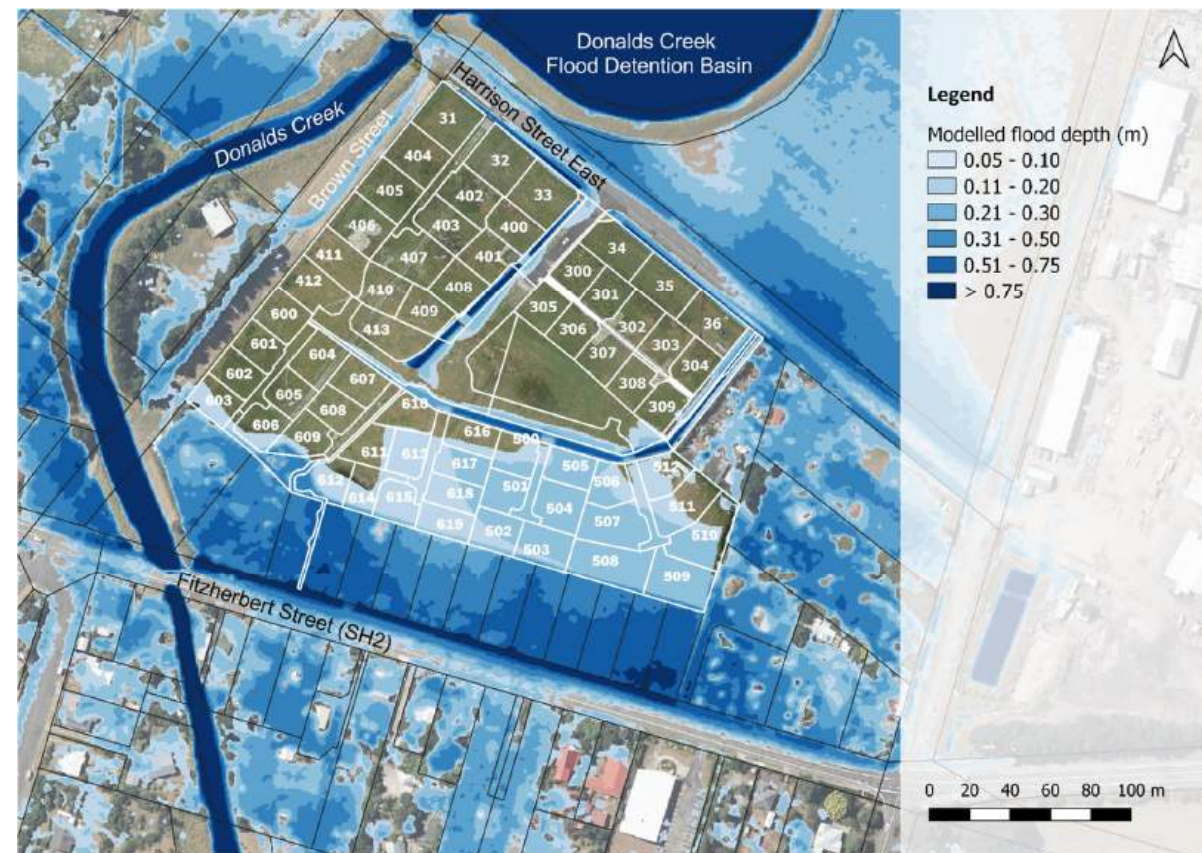


Figure 11: Future 1% AEP post-development flood depths with Donalds Creek box culverts 50% blocked



Figure 12: Future 1% AEP post-development flood depths with pipes within the development 100% blocked



Figure 13: Future 1% AEP post-development flood depths with higher Mannings n value within swales

6 Conclusions

T+T has carried out hydraulic modelling of the proposed ground surface and drainage design in relation to the maximum proposed development of the subdivision at Harrison Street East, Featherston. The methodology is based on T+T's previously adopted approach (2020) for the previously consented works; any changes have been identified in this letter report.

The purpose of the modelling is to understand potential flood effects within the development and potential effects of the development on downstream and neighbouring properties from the maximum site development.

The results show that:

- Flooding of the existing properties located on the northern side of Fitzherbert Street is controlled by the height of the Fitzherbert Street (SH2) Road embankment. The difference in maximum modelled flood depths as a result of the development shows no increase in flood depth experienced by these properties.
- For the 10% AEP scenario the absence of off-site downstream effects is dependent on infiltration provided by on-lot soakage, the use of pervious paving, and detention upstream of the level spreader.
- The maximum modelled flood depth in the future climate 2% AEP event within the road carriageway of the development is 70 mm. This is lower than the 75 mm requirement as advised by Ruamahanga Roads (13 December 2021).
- The level spreader and contour swale are demonstrated to distribute flow over the proposed lots, such that flood depths on the proposed lots remain less than 100 mm deep in the future climate 1% AEP scenario. The 100 mm threshold was agreed by WWL/SWDC on 5 Jan 2023.
- Sensitivity testing shows that:
 - If the pipes within the development are blocked, or the swales are not maintained, isolated parts of the site experience maximum modelled flood depths up to 150 mm in the future climate 1% AEP scenario.
 - In the event that the large box culverts along Donalds Creek becomes blocked distributed flood depths across the proposed lots are up to 150 mm deep.

We understand that dwellings within the development are proposed to have piled foundations, with 500 mm freeboard to the underside of the floor joists above the modelled flood levels. Appendix A2 details the maximum modelled future climate 1% AEP flood levels that can be used to set the joist levels for each residential section.

Overall, based on the assumptions and methodology outlined in this report, flood depths on the proposed lots up to the future climate 1% AEP event are below 100 mm and there are no changes to flood levels (or depth) on either downstream or neighbouring sites.

7 Applicability

This report has been prepared for the exclusive use of our client Brookside Developments - Featherston Limited, with respect to the particular brief given to us and it may not be relied upon in other contexts or for any other purpose, or by any person other than our client, without our prior written agreement.

We understand and agree that our client will submit this report as part of an application for resource consent and that South Wairarapa District Council as the consenting authority will use this report for the purpose of assessing that application.

Tonkin & Taylor Ltd

Report prepared by:



.....
Alex Evans
Natural Resources Engineer

Authorised for Tonkin & Taylor Ltd by:



.....
Jon Rix
Project Director

9-Oct-23

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Appendix A Proposed development details

- Soakage assessment
- Future climate 1% AEP maximum modelled flood levels
- Proposed covenants on title
- T18-051 CF – Cut & Fill Earthworks Stages 4c, 5 and 6
- T18-051 SC6 ENG – Stages 4c, 5 and 6 services
- FST-053 – Level Spreader Cross-Sections
- FST-075 – Scruffy Dome Inlet, West Swale Inlet, Headwall Grate Construction Details
- FST-083 – Swale Edge Eastern End Details
- FST-089 – Stage 4C Surface Details
- T18-051 SWSD2 – Stages 4C, 5 and 6 Stormwater
- FST-085 and 086 – Cross-sections C, D, E, F, H, I, K, L
- T18-051 FSL – Final Surface Levels and Swale Chainage Stages 4c, 5 and 6
- T18-051 s5 XS1 to XS5 – Road Cross Sections
- T18-051 s5 SWLS1, SWLS2, and SWLSZ – Swale Centreline Longsections

A1 Soakage assessment

All additional runoff from the residential lots and rights-of-way up to the 10% AEP event is proposed to be disposed of via soakage, such as rock-filled trenches. The following details the design parameters used to convert that additional storage volume into a reduction in rainfall that falls on the development to account for soakage.

Under the building code (Clause E1-Surface Water), soak pits are sized based on the 10% AEP, 1-hour duration event. The method uses a soakage rate based on field testing to derive a required storage volume as the difference between the runoff generated and the volume lost through infiltration over the storm duration.

The runoff coefficients and assumed proportions of each landcover type are shown in Table A1-1. Soakage was allowed for at an assumed rate of 300 mm/h, and an assumed soakage trench footprint of 3% of the lot area. The total volume of runoff to be managed through soakage was applied as an initial rainfall loss to reduce the amount of runoff generated. An equivalent rainfall depth of 14.7 mm was calculated for this purpose (Table A1-2).

Table A1-1. Residential lot and right-of-way parameters used to calculate required soakage volume

Landcover type	Area or proportion of lot	Runoff coefficient
Roof	120 m ² (assumed)	0.90
Paved	Remainder to make up 50% impervious	0.80
Grass / garden	50%	0.25
Right-of-way	-	0.85

Table A1-2. Calculated runoff volumes and contributing areas used to derive equivalent rainfall depth for soakage

Landuse type	Area (m ²)	Volume (m ³)	Rainfall depth (mm)
Residential (roof + paved)	15,953	234	-
Right-of-way	3,140	46	-
Total	19,093	270	14.7

A2 Future climate 1% AEP maximum modelled flood levels

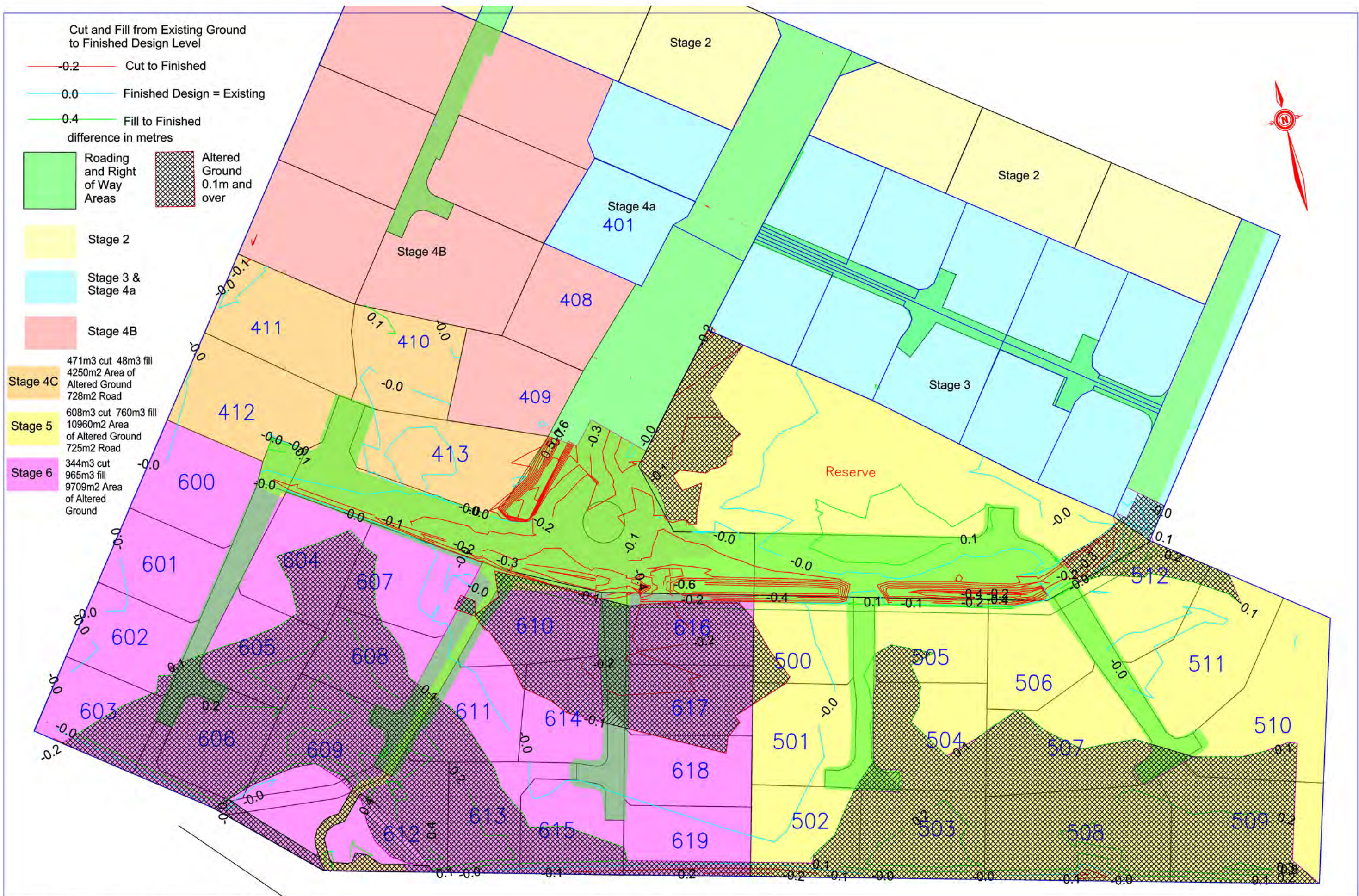
Lot	Maximum modelled flood level (mRL NZVD2016)
410	35.54
411	35.49
412	35.30
413	35.32
500	35.03
501	34.86
502	34.79
503	34.79
504	34.88
505	35.05
506	35.05
507	34.88
508	34.79
509	34.80
510	35.05
511	35.08
512	35.28
600	35.10
601	35.94
602	34.81
603	34.76
604	35.02
605	34.84
606	34.77
607	35.02
608	34.85
609	34.79
610	35.02
611	34.82
612	34.75
613	34.83
614	34.78
615	34.77
616	35.03
617	34.84
618	34.81
619	34.77

Note: Maximum modelled flood level measured 1.5 m back from northern boundary of lot.

A3 Proposed covenants on title

Brookside has advised that the Sales and Purchase Agreement for Stage 4B of the development contains the following as covenants and/or Consent Notices on the title and that the future stages will have similar requirements with the additional of a rainwater tank:

1. The Covenantor shall ensure that the maximum impervious site coverage on the Lot is not greater than 50%, and generally shall ensure that the design of any Building and landscaping does not create unreasonable run-off from the Lot.
2. The Covenantor shall ensure that the Lot has and maintains an on-site primary stormwater disposal, and that the on-site primary stormwater disposal is constructed and installed to the current building code at the time of construction and installation.
3. Stormwater – disposal to ground – individual system: as there is no public gravity stormwater network available, discharge from Lots 402 through 409 inclusive shall be to ground. It must be demonstrated at Building Consent stage that flows can be controlled such that there are no adverse effects on the environment. The soakage systems must be designed and constructed by a suitably qualified engineer who shall also supervise its construction and provide a manual for its regular maintenance in addition to the following:
 - 3.1. The soak pit system must be designed for all events up to the 10% AEP storm event, 60- minute storm.
 - 3.2. To allow for sedimentation of the soak pit, a permeability reduction factor of 0.5 is to be applied to the field soakage rate to derive the design soakage rate.
 - 3.3. The consent holder shall install heavy-duty cast-iron lids on all new soak pits in trafficable areas.
 - 3.4. All connections to the soakage system/soak pit must be trapped to minimise debris entering in the soakage system.
 - 3.5. All soak pits shall be designed and constructed to enable the owners to carry out the regular maintenance of the soak pits as detailed in the maintenance manual.
 - 3.6. Ensure the flow of stormwater across any boundary post development does not exceed that of pre-development.
 - 3.7. Ensure adequate provision has been made to deal with all surface water so as to not cause any nuisance to adjacent land.
4. The Covenantor will be liable, not the Authority, for any damage that may occur downstream as a result of the failure to maintain and operate the stormwater system to its design requirements and capacity. Upon the issue of the certificate pursuant to section 224 of the RMA, or at such earlier time as may be required, a Consent Notice pursuant to section 221 of the RMA will be issued. The Consent Notice will specify the aforementioned conditions to be registered against the Record of Title to issue in respect of Lots 402 through 409 inclusive of the Development.



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16 Perry Street, PO Box 246, Masterton 5840
Ph: 06 - 3700 800
Email: mail@tcsurvey.co.nz

CUT & FILL EARTHWORKS STAGES 4c, 5 AND 6 COMMUNITY GREEN

Prepared for:	Brookside
Drawn Date:	Mon October 01 08:25:00 2023
Comprised in:	ERAD
Territorial Authority:	SWDC
Scale: 1:750 @ A3	Ref #: T18-051 CF

Sewer & Water

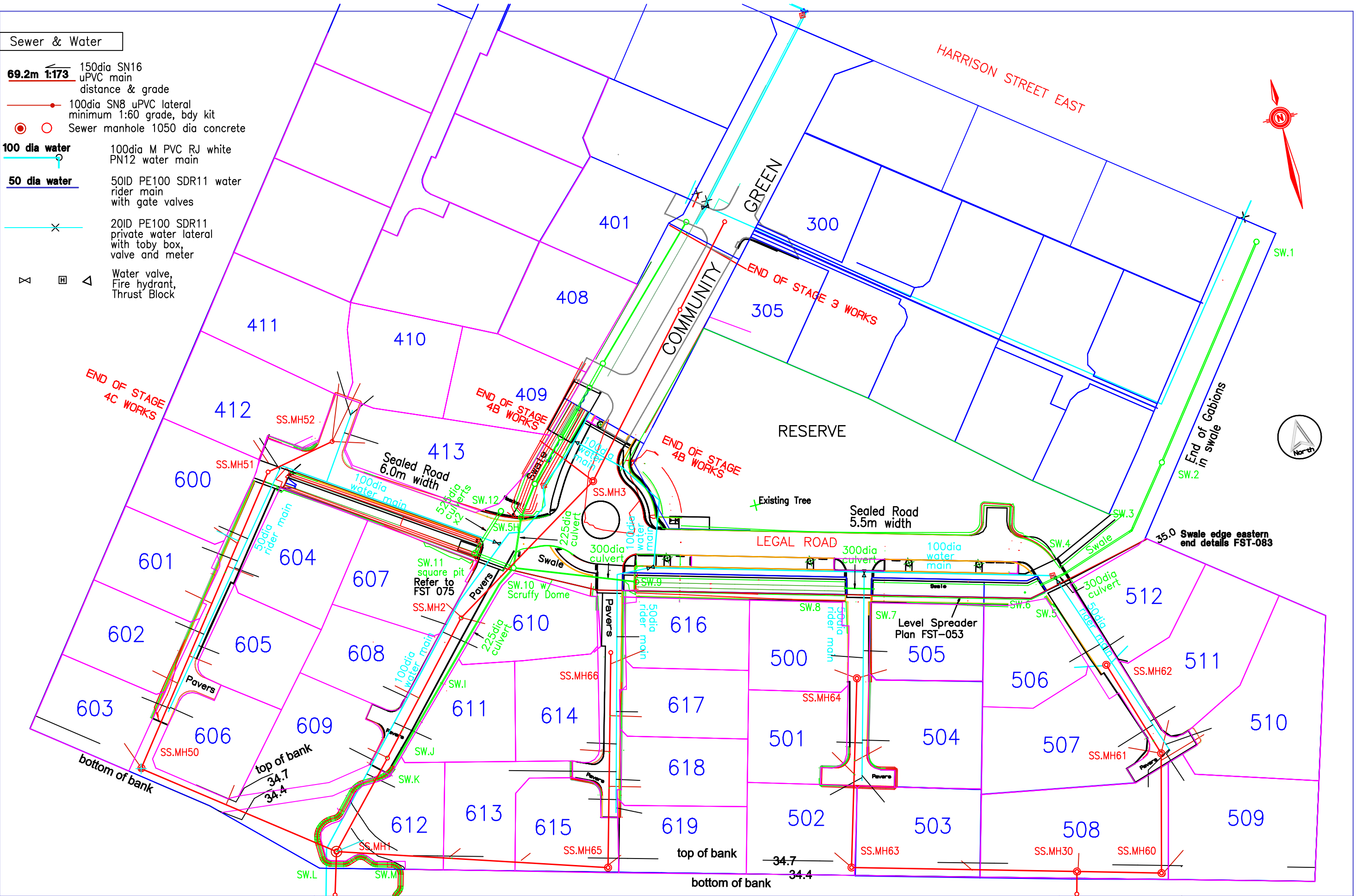
69.2m 1:173 150dia SN16
uPVC main
distance & grade
100dia SN8 uPVC lateral
minimum 1:60 grade, bdy kit
Sewer manhole 1050 dia concrete

100 dia water 100dia M PVC RJ white
PN12 water main

50 dia water 50ID PE100 SDR11 water
rider main
with gate valves

20ID PE100 SDR11
private water lateral
with toby box,
valve and meter

Water valve,
Fire hydrant,
Thrust Block



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16 Perry Street, PO Box 246, Masterton 5840
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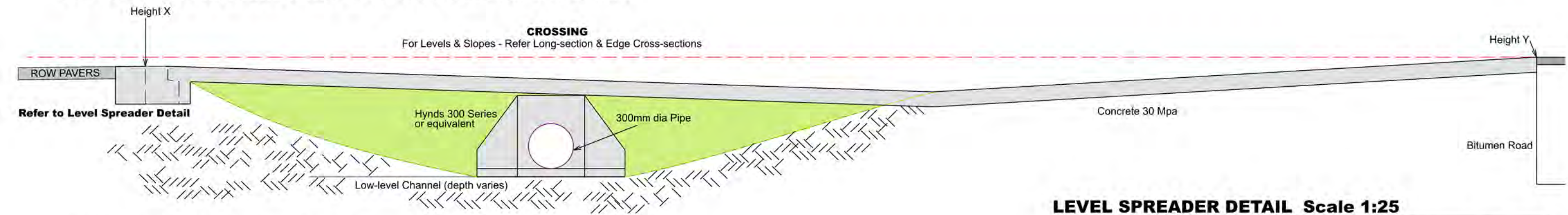
STAGES 4c, 5 AND 6 SERVICES
Brookside
COMMUNITY GREEN

Prepared for:	Brookside
Drawn Date:	Fri Sep 29th 16:33:00 2023
Drawn By:	ERAD
Territorial Authority:	SWDC
Scale: 1:750 @ A3	Ref #:
	T18-051 SC5 ENG

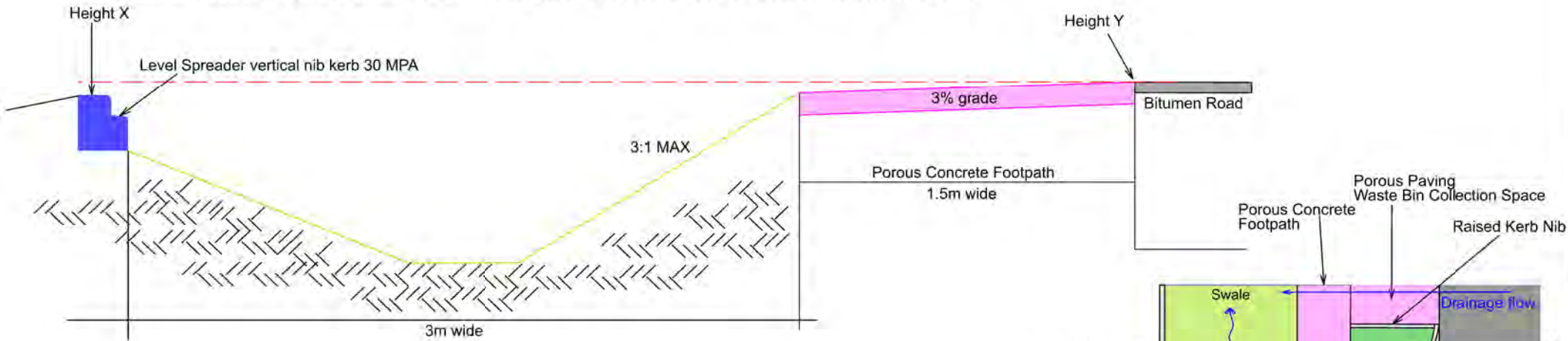
COMMUNITY GREEN EAST GENERAL SWALE CROSS-SECTION Scale 1:25



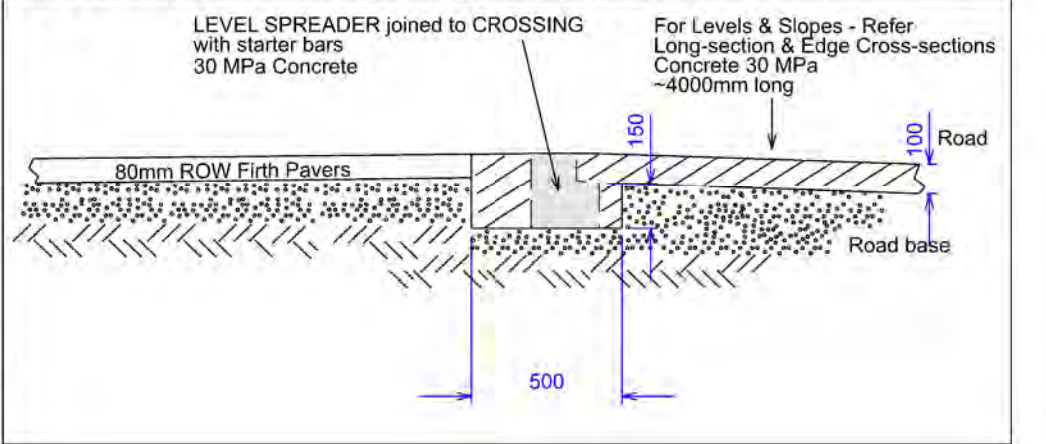
A-A' GENERAL CROSSING-SWALE CROSS-SECTION Scale 1:25



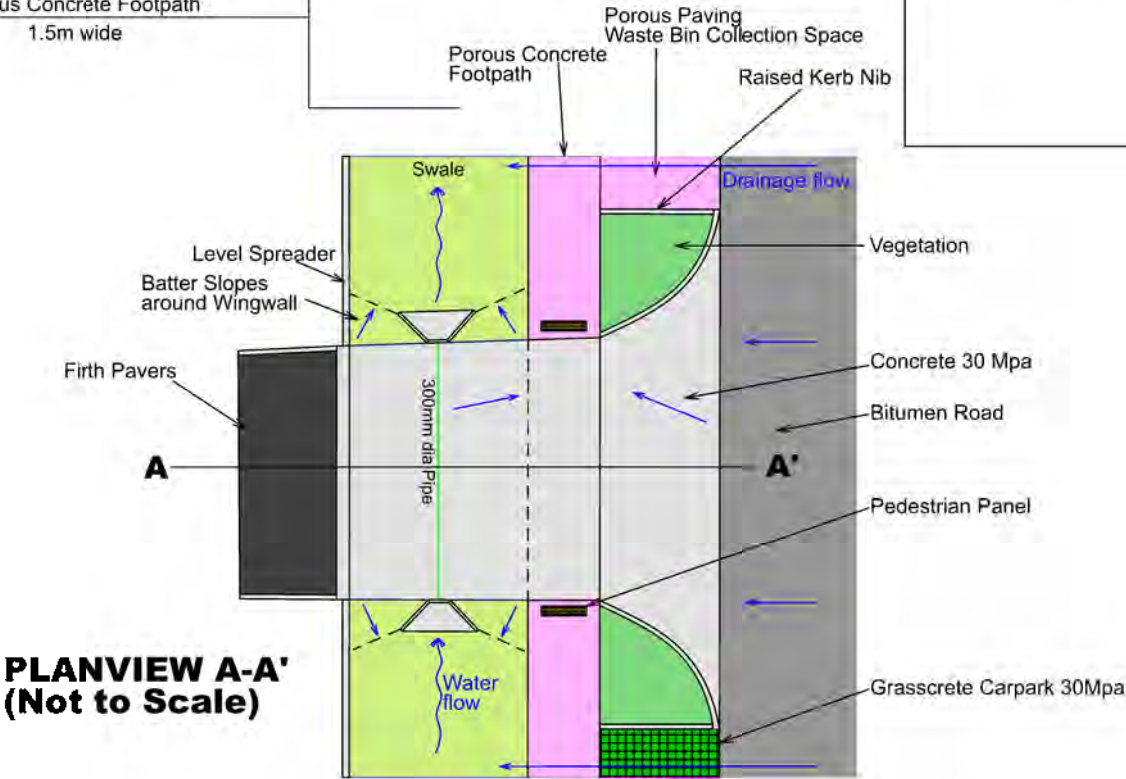
COMMUNITY GREEN WEST SWALE CROSS-SECTION Scale 1:25



LEVEL SPREADER DETAIL Scale 1:25



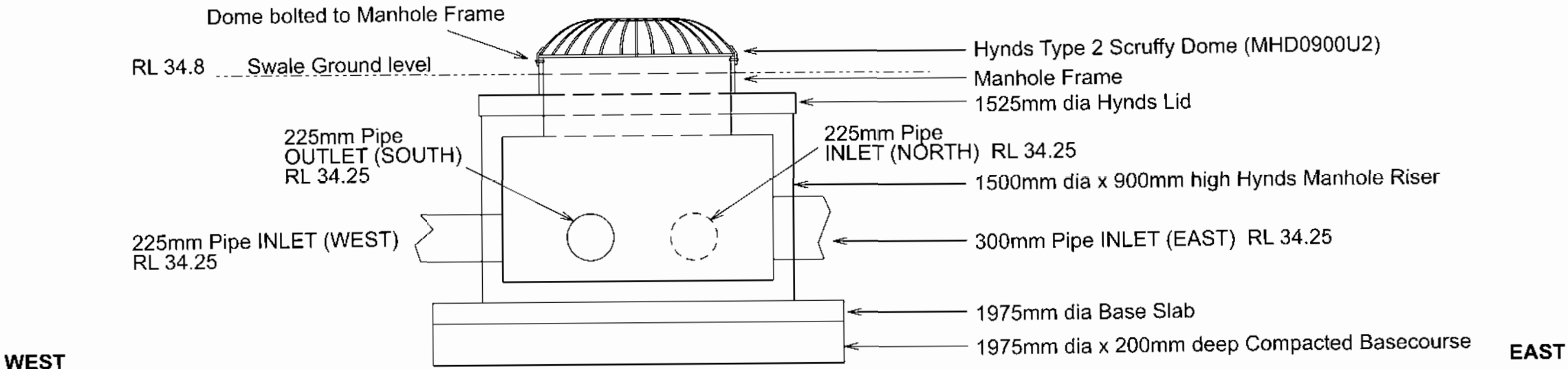
Height at X = 35.00
Height at Y varies as shown on road
cross-sections to control floodwater depth



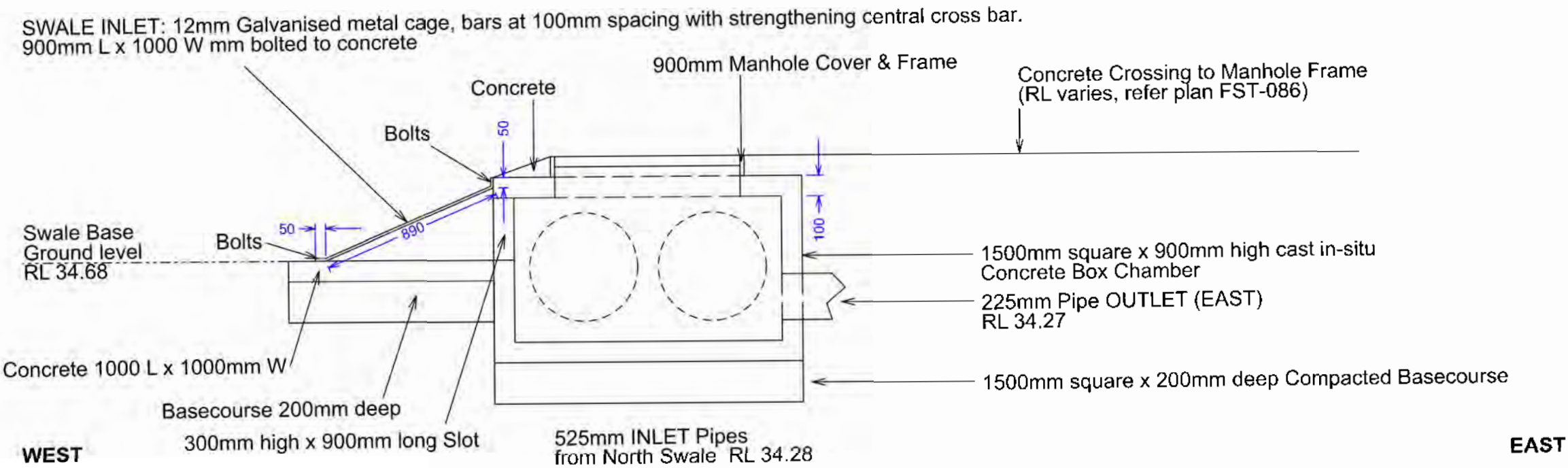
PLANVIEW A-A'
(Not to Scale)

CLIENT Brookside Developments (Featherston) Ltd		
PROJECT Brookside Subdivision		
TITLE Level Spreader Cross-sections		
PLAN STATUS: CONSENT		
DATE: 2023-09-27		SCALE: A3 @ 1:25
DRAWN BY: D. Cartwright	Drawing FST-053	REV. (5)
APPROVED BY:		
Davis Cartwright Consulting (027) 414 9164		

SCRUFFY DOME INLET-OUTLET ELEVATION DETAIL
Ref: Plan T18-051 S5 XS5



WEST SWALE INLET ELEVATION DETAIL

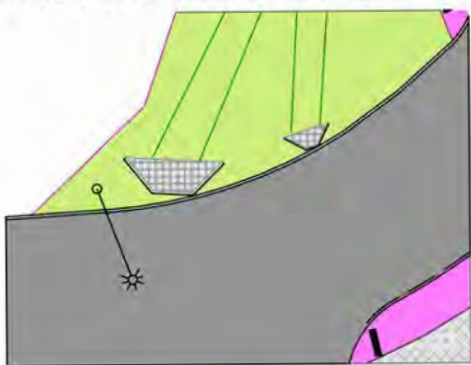


HEADWALL INLET GRATES

Trapezoid shape from top edge of Headwall to outer base edge and wingwalls. Bolted to Headwall concrete.

12mm Galvanised metal cage, bars at 100mm spacing with strengthening central cross bar.

NORTHERN SWALE HEADWALLS



EASTERN SWALE HEADWALL



CLIENT
**Brookside Developments
(Featherston) Ltd**

PROJECT

Brookside Subdivision

TITLE

**Scruffy Dome Inlet, West Swale
Inlet, Headwall Grate Construction Details**

PLAN STATUS: **CONSENT**

DATE: **2023-09-29**

SCALE: **A3 @ 1:25**

DRAWN BY:

D. Cartwright

APPROVED BY:

Drawing

FST-075

REV.

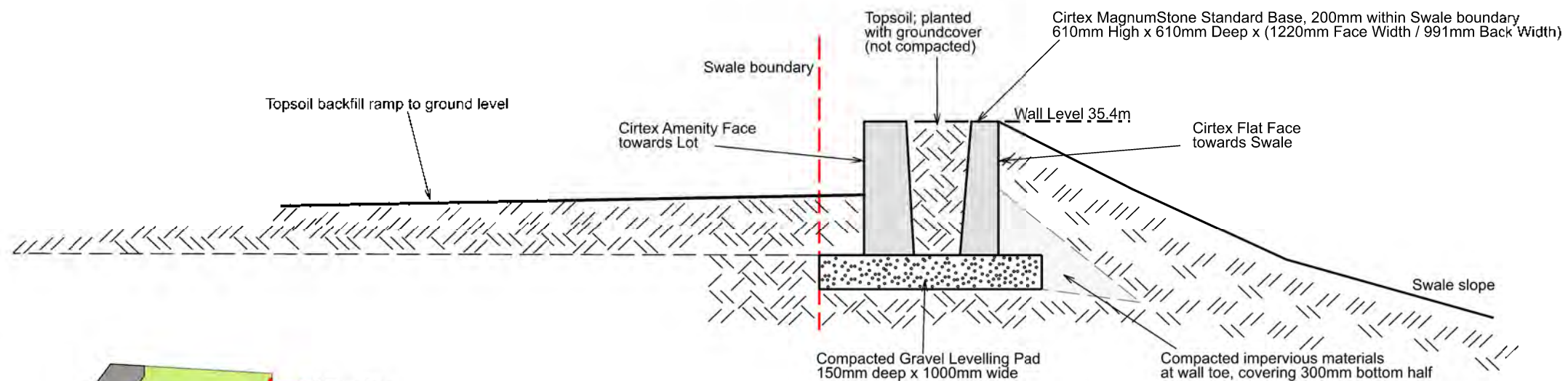
(2)

Davis Cartwright Consulting
(027) 414 9164

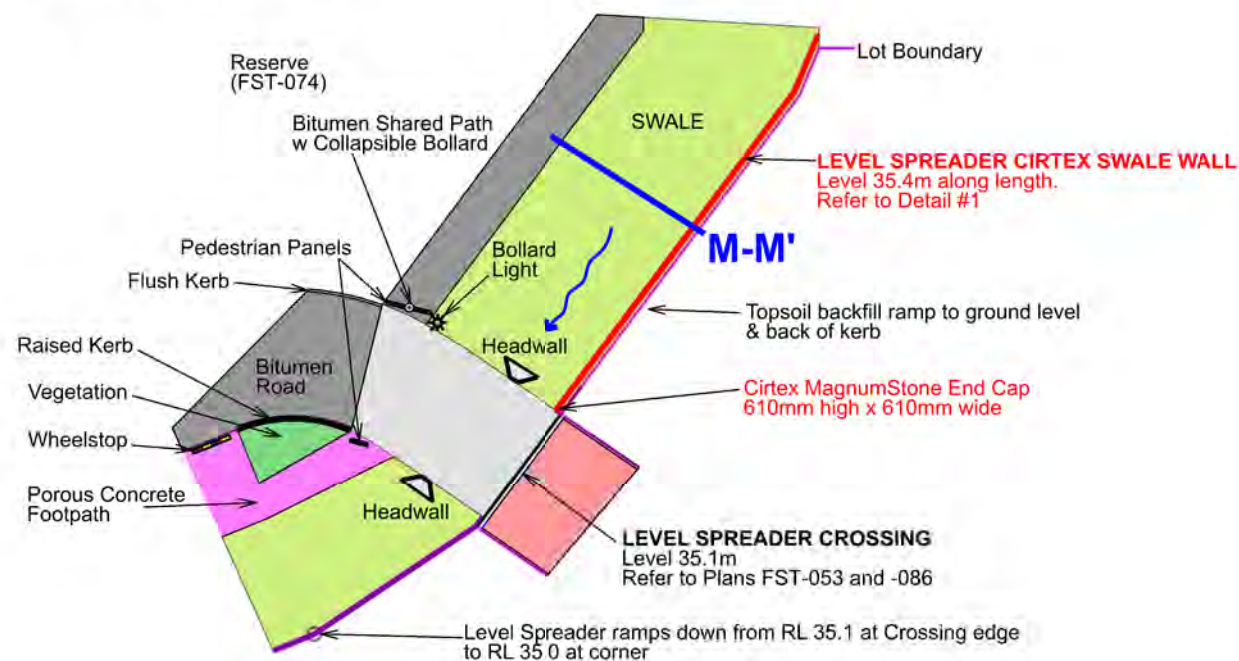
CIRTEX SWALE, SECTION MM'



DETAIL #1 - CIRTEX SWALE WALL Scale 1:25



PLANVIEW (NTS)



CIRTEX WALL PLANTER



CLIENT Brookside Developments (Featherston) Ltd		
PROJECT Brookside Subdivision		
TITLE Swale Edge Eastern End Details		
PLAN STATUS: CONSENT		
DATE: 2023-09-28		SCALE: A3 @ 1:25
DRAWN BY: D. Cartwright	Drawing FST-083	REV. (1)
APPROVED BY:		
Davis Cartwright Consulting (027) 414 9164		



SURFACE KEY

	Pedestrian Panel		Grass
	Valve / Hydrant		Landscape Planting
	Transformer		Playground Surface
	Park Bollards		Grasscrete Parking Bay
	Street Light (Public)		Concrete
	Bollard Light (Public)		Bitumen
	Solar Lights (Private)		Gravel with Timber boxing on Basecourse
	Swale Wall / Level Spreader Kerb		Porous Concrete
	Wheel Stoppers		Porous Pavers
	Stormwater Flow Direction		Slotted Raised Kerb
	Existing / New Sewer Manhole		Raised Kerb
	Tree		Flush Kerb
	Lot Boundary & Number		Stormwater Wingwall / Scruffy Dome / Box Inlet
			Subdivision Stage Boundary

CLIENT
**Brookside Developments
(Featherston) Ltd**

PROJECT
Brookside Subdivision

TITLE
Stage 4C Surface Details

PLAN STATUS: **CONSENT**

DATE: **2023-10-03** SCALE: A1 @ 1:300

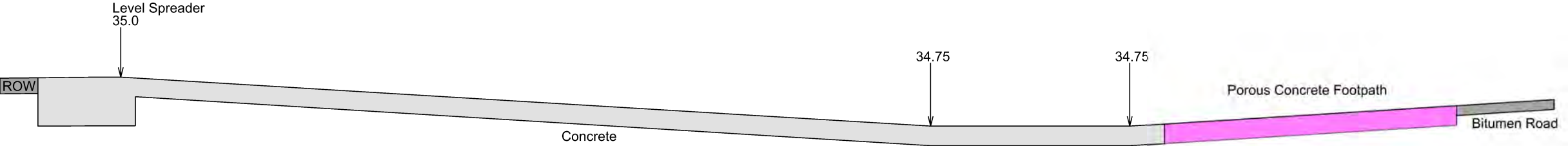
DRAWN BY: D. Cartwright	Drawing	REV.
APPROVED BY:	FST-089	(1)

Davis Cartwright Consulting
(027) 414 9164



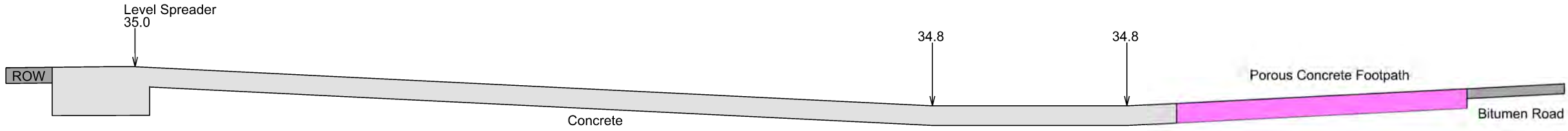
ROW 7, CROSSING SECTION HH'

For levels & slopes
refer ROW Longsection



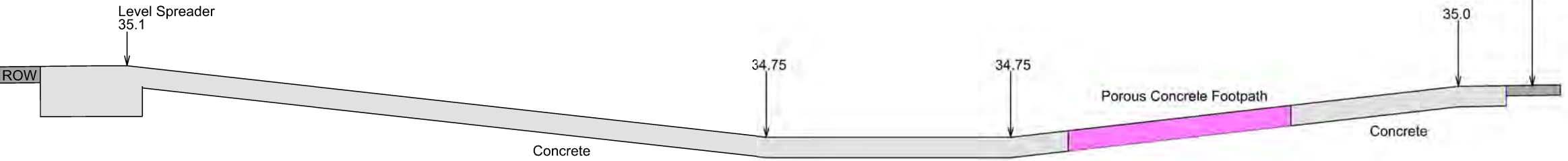
ROW 7, CROSSING SECTION II'

For levels & slopes
refer ROW Longsection



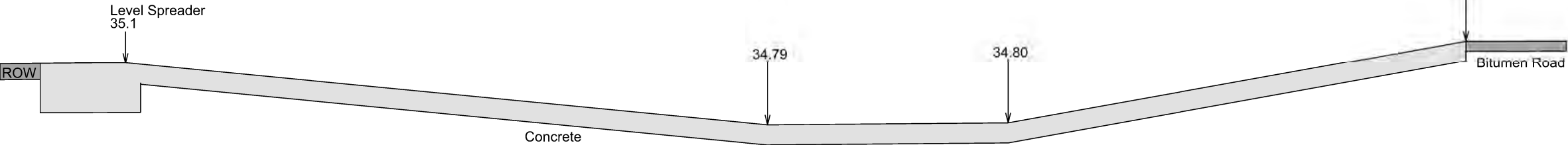
ROW 8, CROSSING SECTION KK'

For levels & slopes
refer ROW Longsection



ROW 8, CROSSING SECTION LL'

For levels & slopes
refer ROW Longsection



SECTION LOCATIONS
Refer to Plan FST-077

CONSTRUCTION DETAILS
ROW Crossings:
Refer to Plan FST-053
Level Spreader
Cross-sections

CLIENT
**Brookside Developments
(Featherston) Ltd**

PROJECT
Brookside Subdivision

TITLE
Cross-sections H, I, K, L

PLAN STATUS: **CONSENT**

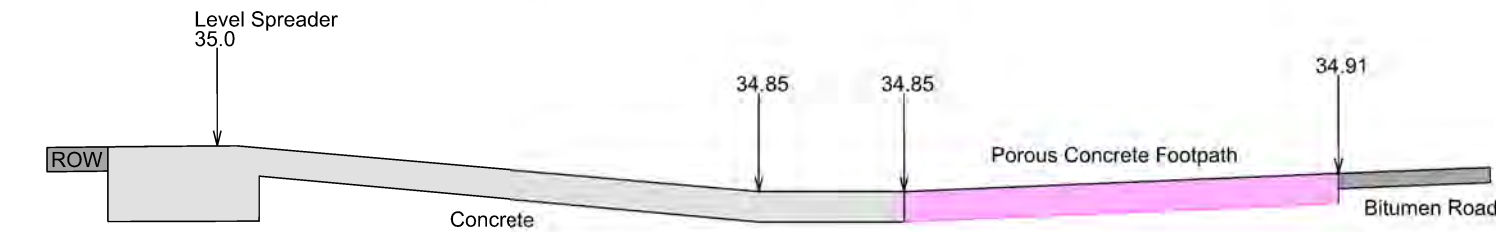
DATE: **2023-09-28** SCALE: A3 @ 1:25

DRAWN BY: D. Cartwright	Drawing	REV.
APPROVED BY:	FST-085	(0)

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{027} 414 9164

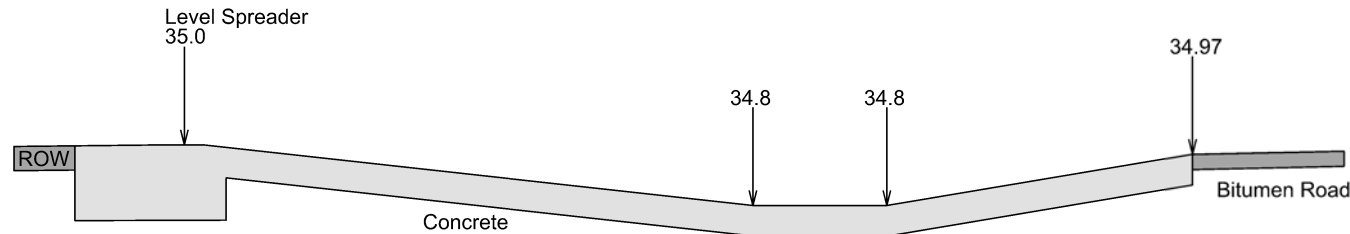
ROW 5, CROSSING SECTION CC'

For levels & slopes
refer ROW Longsection



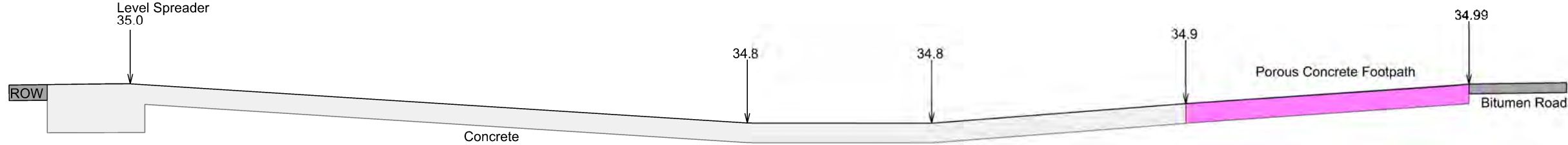
ROW 5, CROSSING SECTION DD'

For levels & slopes
refer ROW Longsection



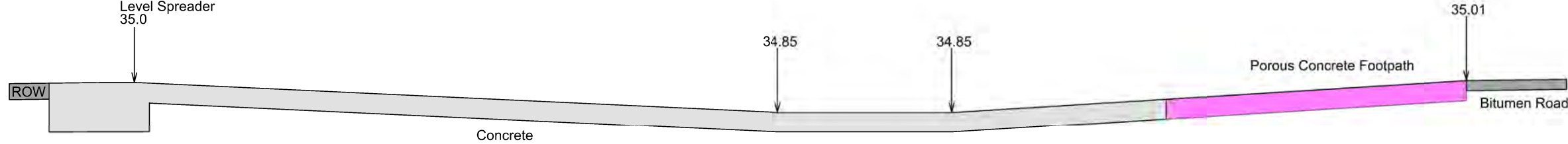
ROW 6, CROSSING SECTION EE'

For levels & slopes
refer ROW Longsection



ROW 6, CROSSING SECTION FF'

For levels & slopes
refer ROW Longsection



SECTION LOCATIONS
Refer to Plan FST-077

CONSTRUCTION DETAILS
ROW Crossings:
Refer to Plan FST-053
Level Spreader
Cross-sections

CLIENT
**Brookside Developments
(Featherston) Ltd**

PROJECT
Brookside Subdivision

TITLE
Cross-sections C, D, E, F

PLAN STATUS: **CONSENT**

DATE: **2023-09-29** SCALE: A3 @ 1:25

DRAWN BY: D. Cartwright	Drawing	REV.
APPROVED BY:	FST-086	(0)

Davis Cartwright Consulting
(027) 414 9164

LEGEND

31 Lot Boundary & Number (Proposed)

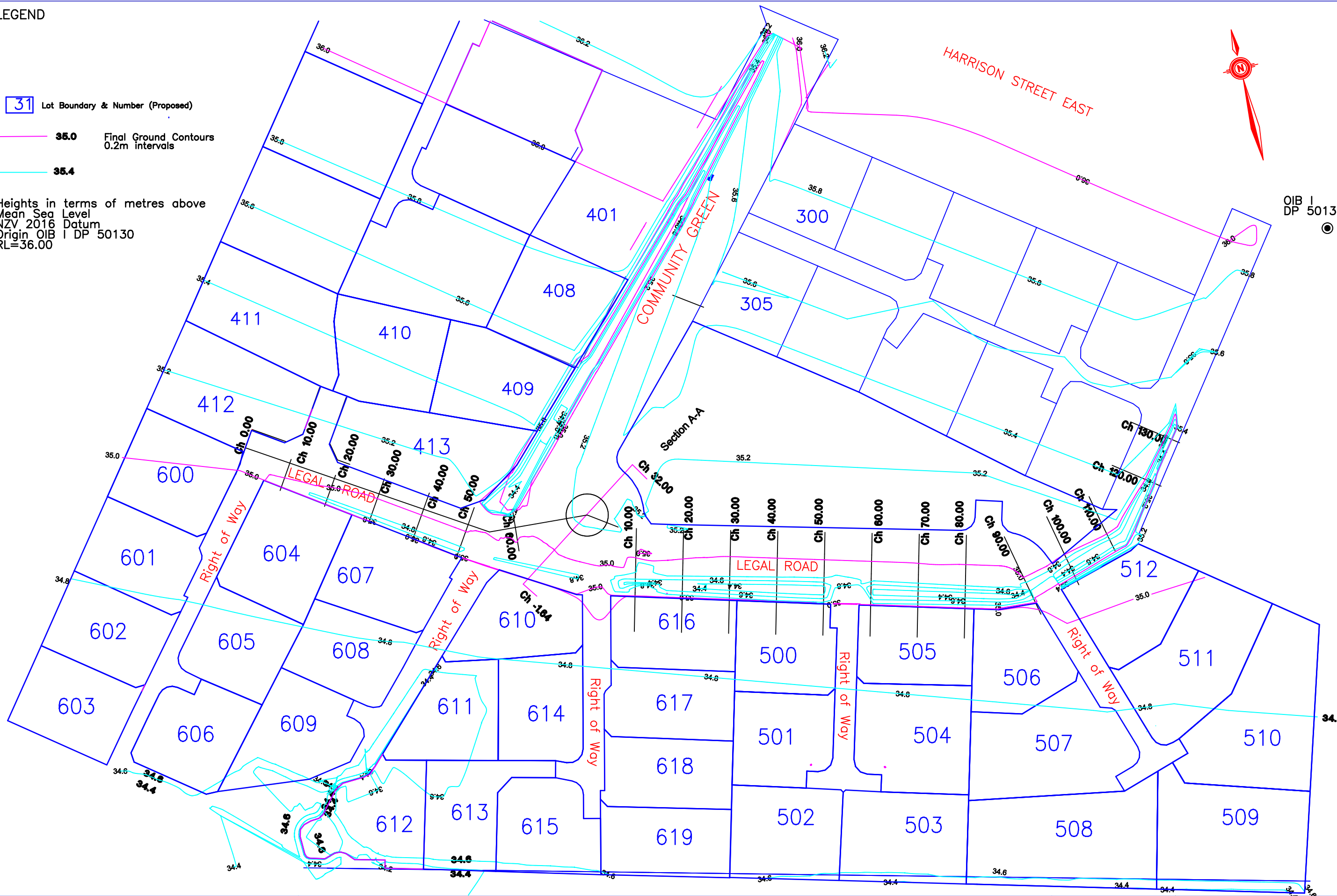
— **35.0** Final Ground Contours
0.2m intervals

— **35.4**

Heights in terms of metres above
Mean Sea Level
NZV 2016 Datum
Origin OIB | DP 50130
RL=36.00



OIB |
DP 50130



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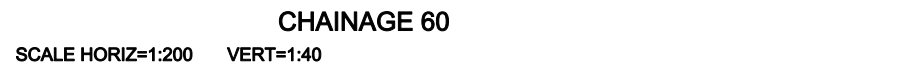
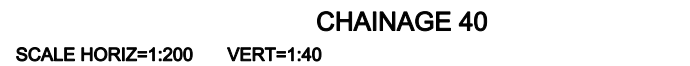
16 Perry Street, PO Box 246, Masterton 5840 Ph: 06 - 3700 800
Email: mail@tcsurvey.co.nz

FINAL SURFACE LEVELS AND SWALE CHAINAGE STAGES 4c, 5 AND 6

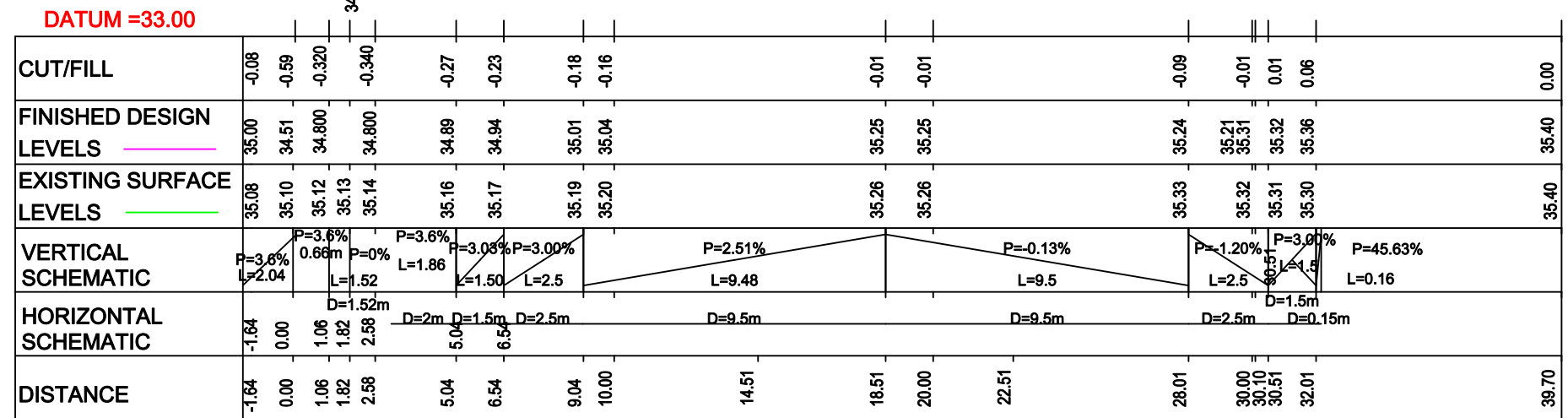
Brookside

COMMUNITY GREEN

Prepared for:	Brookside
Drawn Date:	Thu Aug 31 9:28:44 2022
Drawn By:	ERAD
Territorial Authority:	SWDC
Scale: 1:750 @ A3	Ref #: T18-051 SC5 FSL



Note:
Refer plan T18-051 FSL to see
location of sections



SCALE HORIZ=1:200 VERT=1:40

grade from 35.20 contour

Road 3 West End

Concrete Crossing to ROW 4

2.00%

Lot 600
Top of Crossing
RL=35.01
20mm below Road Seal Edge

X = 373723.35
Y = 778581.58
R.L.= 35.18

Datum 34.00

DESIGN	35.18	35.16	35.15	35.09	35.03	35.01
GROUND	35.14	35.12	35.11	35.09	35.05	35.00
OFFSET	-5.70	-3.70	-3.00	0.00	3.00	6.52

CHAINAGE 0

SCALE HORIZ=1:200 VERT=1:40

grade from 35.20 contour

Road 3 West

Footpath 1.50m

Top of Level Spreader
RL=35.00
40mm above Road Seal Edge

3.00%

6m Seal Width

Road Centreline

swale 0.50m base
1v:3h bank

X = 373740.03
Y = 778570.54
R.L.= 35.09

Datum 34.00

DESIGN	35.14	35.05	34.96	34.91	34.78	34.94	34.99
GROUND	35.09	35.05	35.01	34.97	34.96	34.95	34.91
OFFSET	-3.00	0.00	3.00	4.50	5.00	5.50	8.01

CHAINAGE 20

SCALE HORIZ=1:200 VERT=1:40

grade from 35.20 contour

Road 3 West

Footpath 1.50m

Top of Level Spreader
RL=35.00
40mm above Road Seal Edge

3.00%

6m Seal Width

Road Centreline

swale 0.50m base
1v:3h bank

X = 373731.69
Y = 778576.06
R.L.= 35.14

Datum 34.00

DESIGN	35.16	35.14	35.05	34.96	34.90	34.83	35.00	35.00
GROUND	35.11	35.09	35.06	35.04	35.01	35.00	34.99	34.94
OFFSET	-4.07	-3.00	0.00	3.00	4.50	5.00	5.50	8.02

CHAINAGE 10

SCALE HORIZ=1:200 VERT=1:40

grade from 35.20 contour

Road 3 West

Footpath 1.50m

Top of Level Spreader
RL=35.00
40mm above to Road Seal Edge

3.00%

6m Seal Width

Road Centreline

swale 0.50m base
1v:3h bank

X = 373748.37
Y = 778565.03
R.L.= 35.05

Datum 34.00

DESIGN	35.15	35.14	35.05	34.96	34.91	34.74	34.94	34.98
GROUND	35.13	35.11	35.08	35.01	34.98	34.97	34.96	34.90
OFFSET	-4.19	-3.00	0.00	3.00	4.50	5.00	5.50	8.16

CHAINAGE 30

SCALE HORIZ=1:200 VERT=1:40

Note:
Refer plan T18-051 FSL to see
location of sections



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ROAD CROSS SECTIONS STAGE 4C WEST ROAD 3

Client **Prepared For
Brookside**

Scale
1: @A3

Designed
ERAD

Project
Stage 4C-5-6 Brookside

Drawn
ERAD

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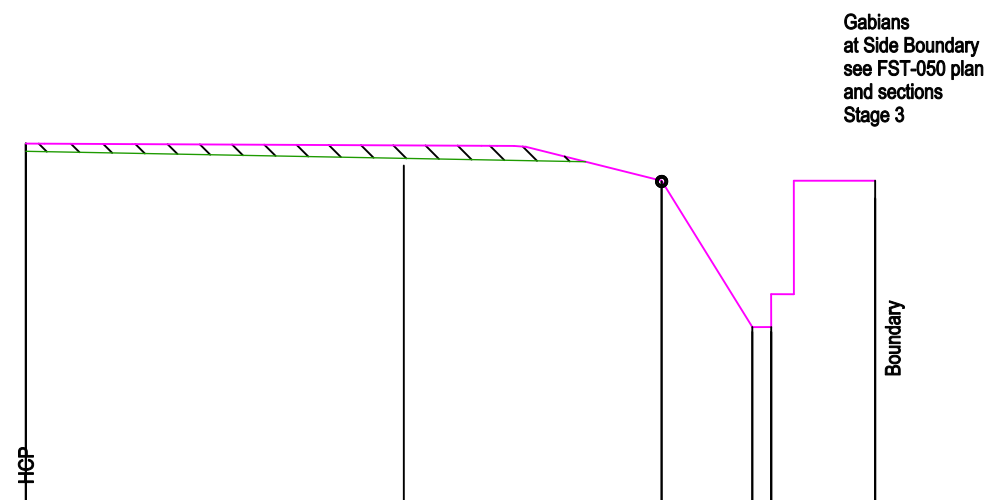
Dwg. No.
4

Job No.

**T18-051
s5 XS4**

Notes

Issue Checked Approved Date



DATUM =33.00	
CUT/FILL	0.04 0.04 -0.10 -0.86 -0.686
FINISHED SURFACE LEVELS	35.40 35.28 35.20 34.43 34.604 35.11
PREVIOUS SURFACE LEVELS	35.36 35.32 35.30 35.29
VERTICAL SCHEMATIC	<p>P=-1.6% L=17.25</p>
HORIZONTAL SCHEMATIC	<p>D=17.25m</p>
DISTANCE	0.00 10.00 17.25 19.22 19.72 22.47

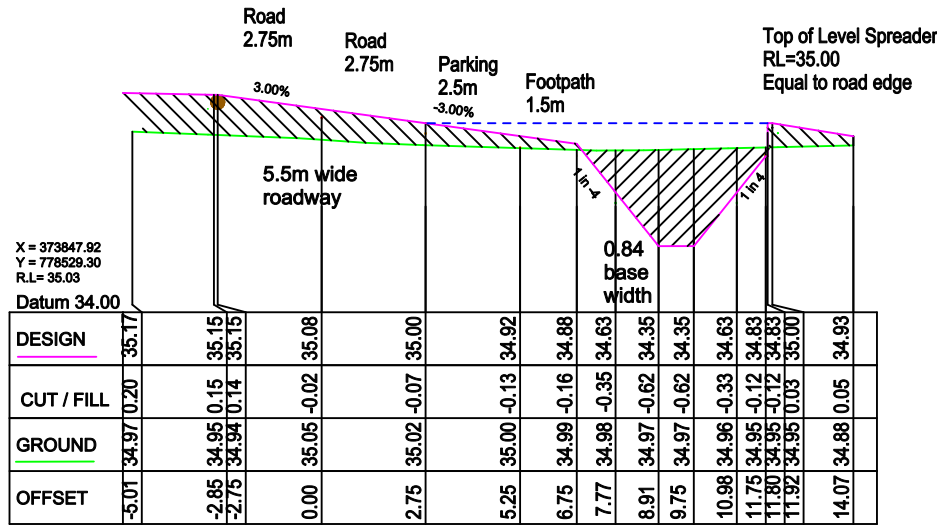
LONGITUDINAL SECTION Ch 130
SCALE HORIZ=1:200 VERT=1:40

[illegible]

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Masterton 5840 Email: mail@tcsurvey.co.nz

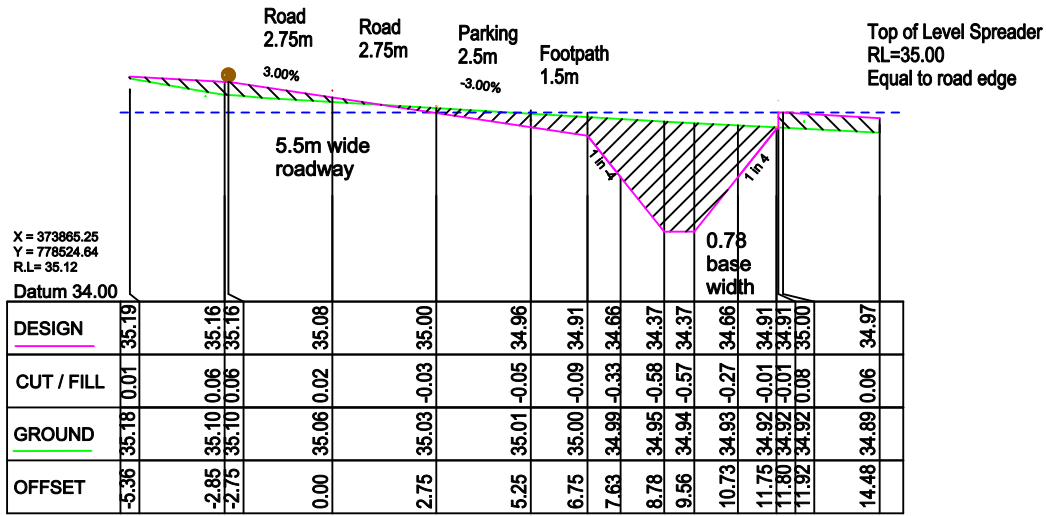
ROAD CROSS SECTIONS STAGE 5 EAST SIDE

Client <i>Prepared For</i>	Scale 1: @A3	Dwg. No. 3B
	Designed	Job No.
Brookside Stage 4c, 5 & 6	Drawn	T18-051
Project: Brookside		s5 XS3B
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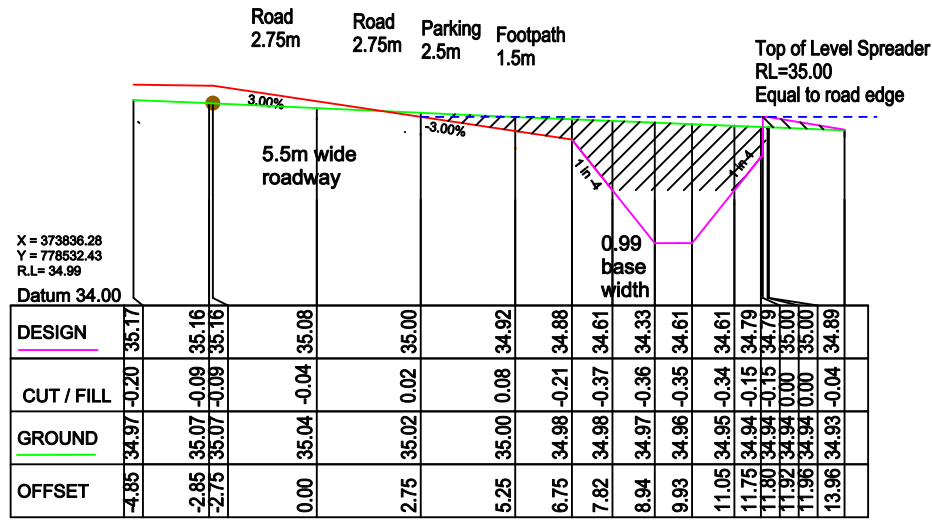
CHAINAGE 60.00

SCALE HORIZ=1:200 VERT=1:40



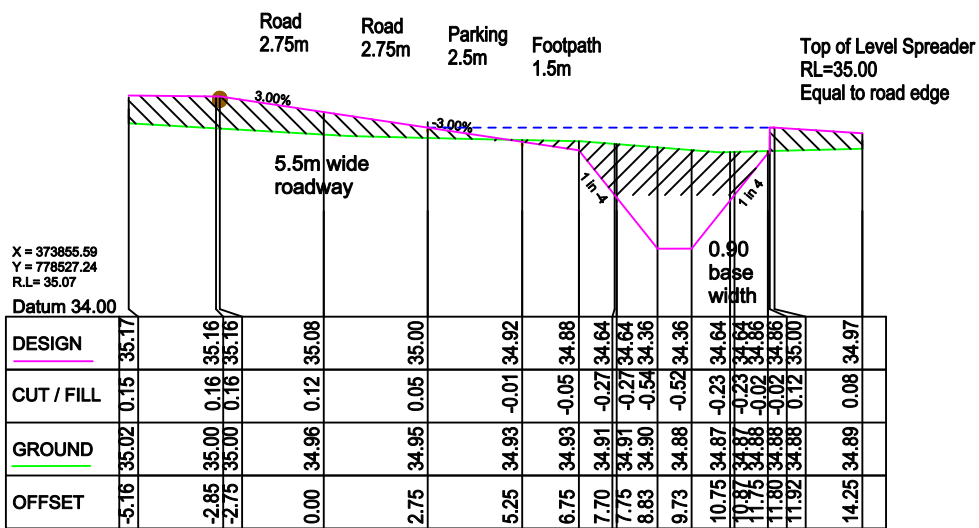
CHAINAGE 80

SCALE HORIZ=1:200 VERT=1:40



CHAINAGE 50

SCALE HORIZ=1:200 VERT=1:40



CHAINAGE 70

SCALE HORIZ=1:200 VERT=1:40

Note:
Refer plan T18-051 FSL to see
location of sections

ROAD CROSS SECTIONS
STAGE 5
ROAD 2 EAST

Client	Prepared For Brookside	Scale 1: @A3	Dwg. No. 2
Project	Stage 5 Brookside	Designed	Job No. T18-051 s5 XS2
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Notes Issue Checked Approved Date



SCALE HORIZ=1:200 VERT=1:40



SCALE HORIZ=1:200 VERT=1:40

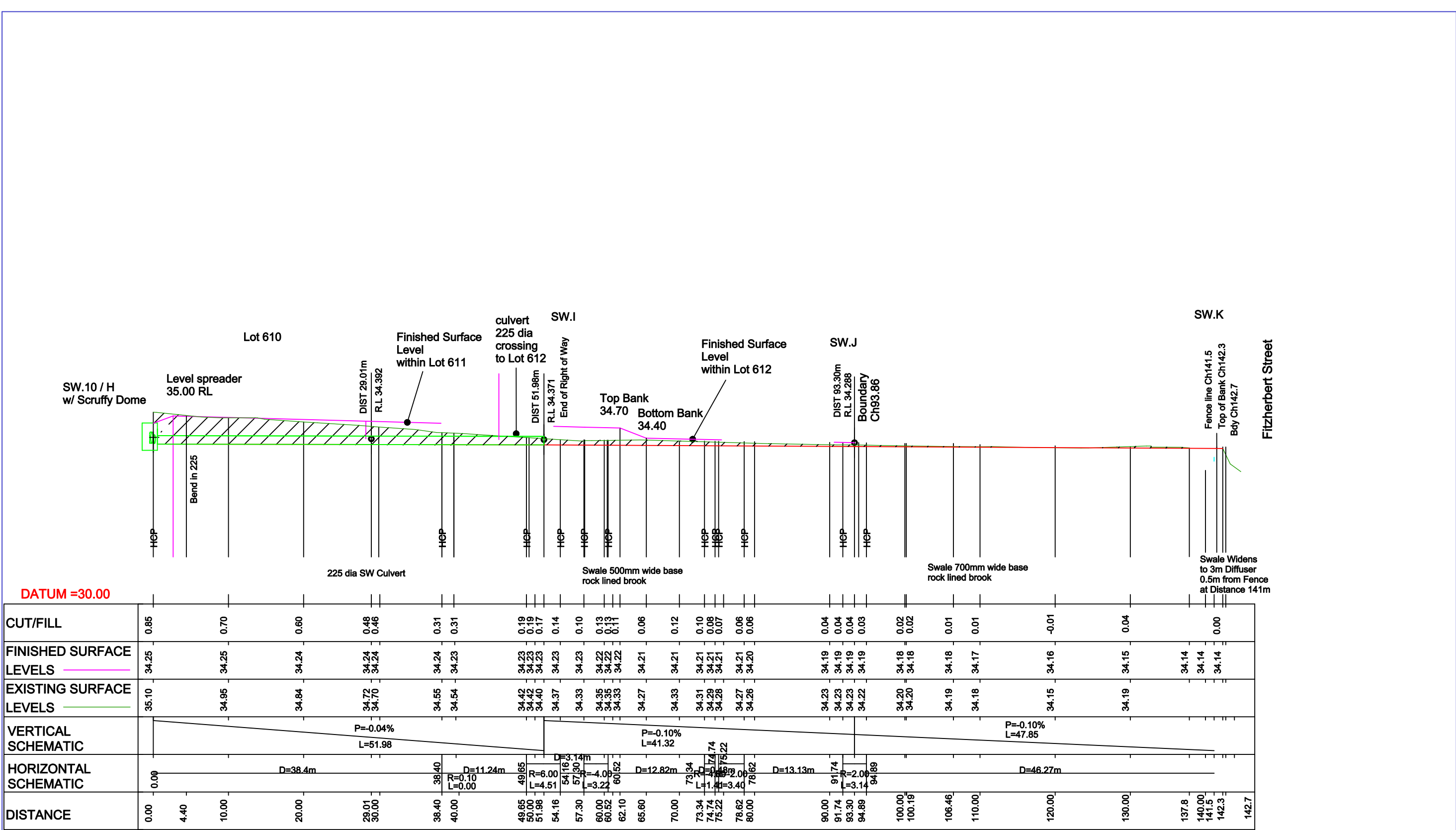


Notes	Issue	Checked	Approved	Date
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SCALE HORIZ=1:200 VERT=1:40

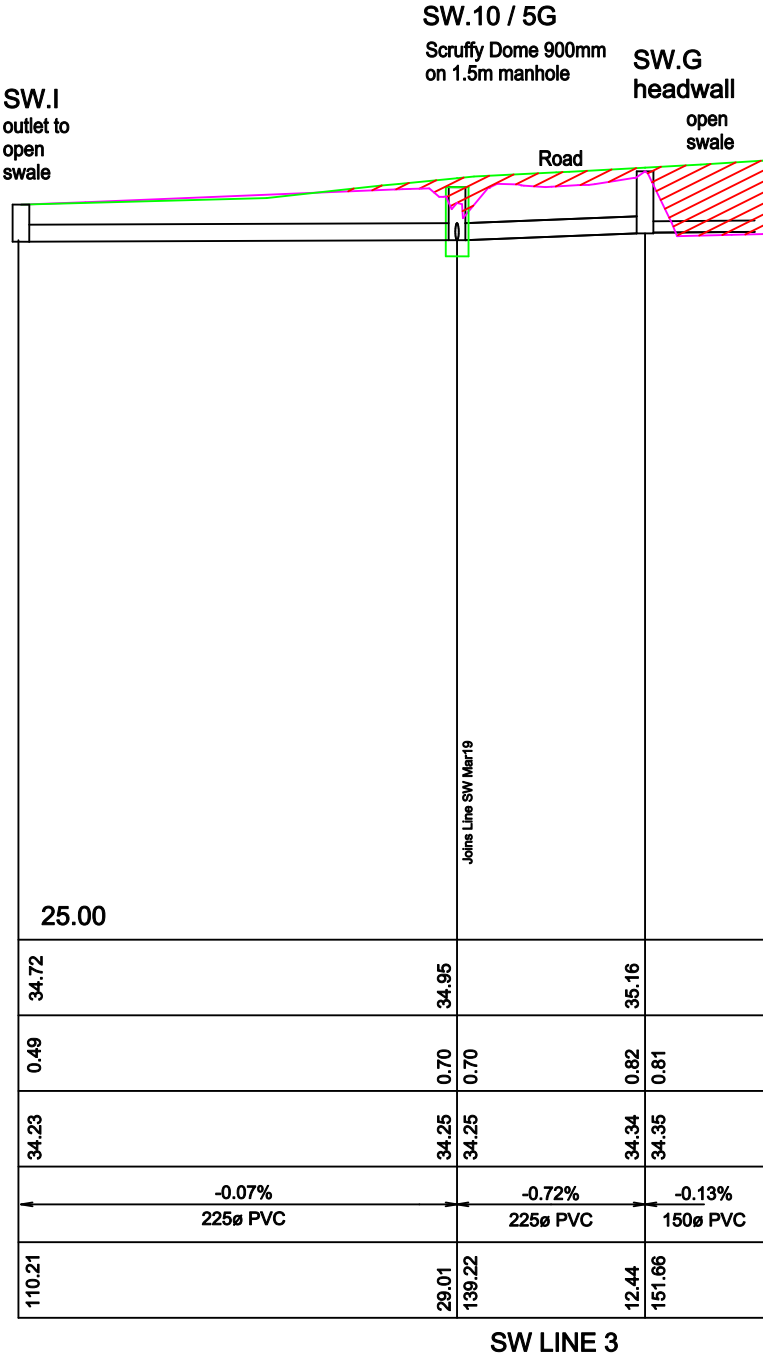
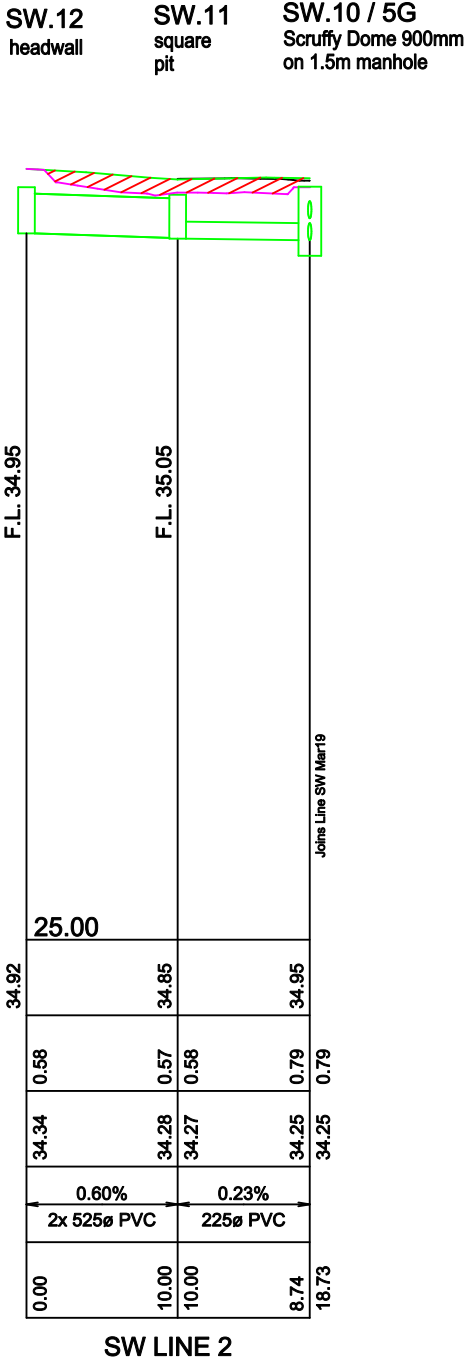
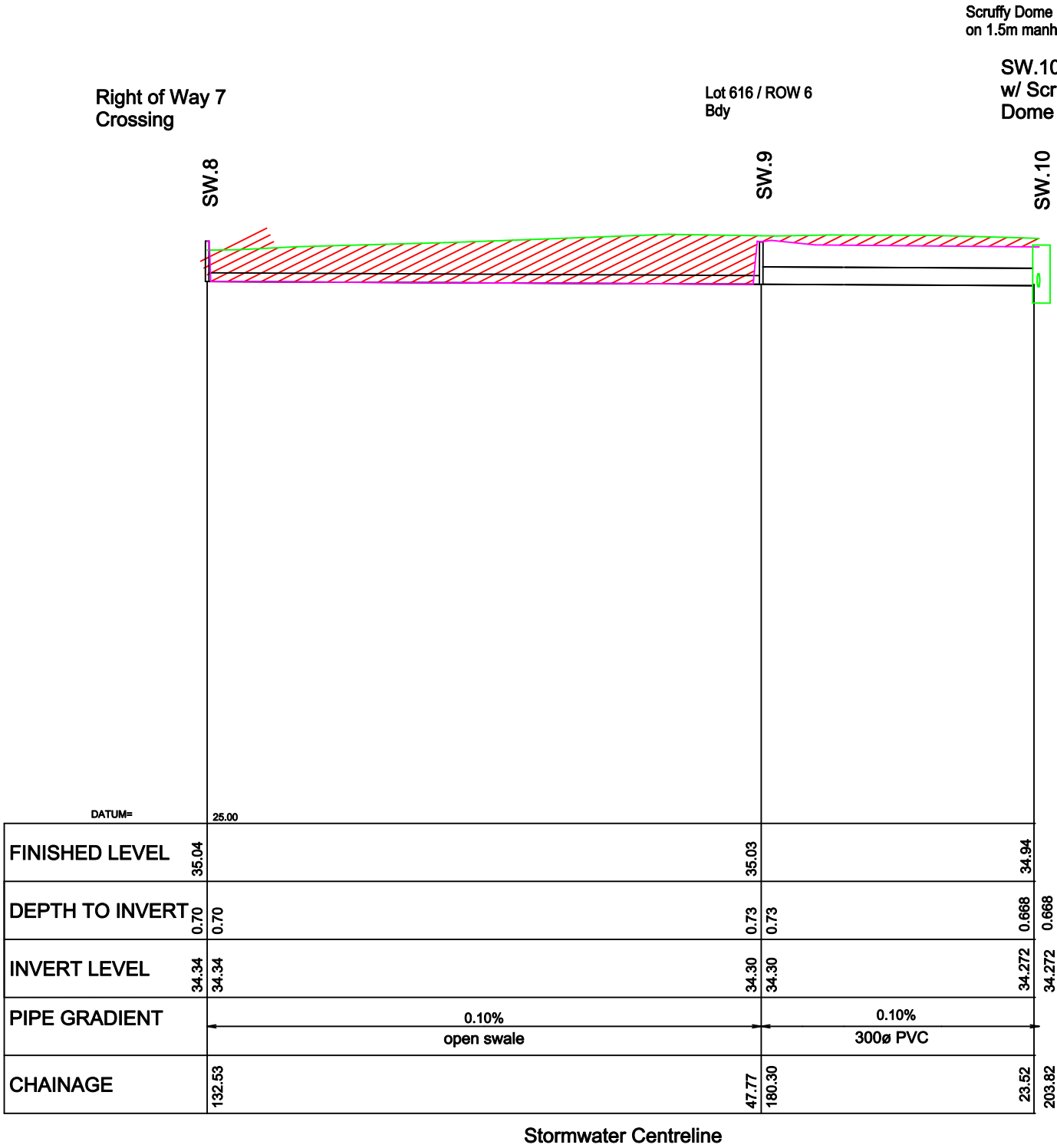
Client <i>Prepared For Brookside</i>	Scale 1: @A3	Dwg. No. 1
	Designed	Job No. T18-051 s5 XS1
Project: Stage 4c, 5 & 6 Brookside	Drawn	Issue
This drawing is copyright and the property of the author and must not be retained, copied or used without the authority of Tominson & Carruthers Surveyors Ltd		



LONGITUDINAL SECTION Swale Centreline
SCALE HORIZ=1:500 VERT=1:100

**SWALE CENTRELINE
LONGSECTIONS
COMMUNITY GREEN**

Prepared for:	Brookside Devs
Drawn Date:	Fri 29th Sep 2023 - 11:30PM
Drawn By:	ERAD
Territorial Authority:	SWDC
Scale: 1: @ A3	Ref #: T18-051 s5 SWLSZ



SCALE HORIZ=1:500 VERT=1:100

Start of East Swale

Road 2 /
Right of Way 8
Crossing

Right of Way 7
Crossing

SW.1

End Gabions

Bend

Bend

SW.2

SW.3

SW.4

SW.5

SW.6

SW.7

SW.8

BOUNDARY STRINGS 1 IL 35.48

BOUNDARY STRINGS 1 IL 35.33

DATUM= 26.00

FINISHED LEVEL	35.92			35.29				35.08		35.06		35.05		34.97	34.97
DEPTH TO INVERT	1.16			0.86	0.86			0.69	0.69	0.67	0.67	0.67	0.67	0.64	0.63
INVERT LEVEL	34.76			34.43	34.43			34.39	34.39	34.39	34.39	34.38	34.38	34.35	34.34
PIPE GRADIENT	0.64% open swale			0.10% open swale		0.10% open swale		0.10% 300ø PVC open swale		0.10% open swale		0.10% 300ø PVC		0.10%	
CHAINAGE	0.00			51.48	51.48			17.17	64.59	5.51	90.10	3.86	93.96	33.18	132.53

Stormwater Centreline

SCALE HORIZ=1:500 VERT=1:100



**TOMLINSON &
CARRUTHERS**
SURVEYORS

16 Perry Street, PO Box 246, Masterton 5840
Ph: 06 - 3700 800
Email: mail@tcsurvey.co.nz

STORMWATER LONGSECTIONS COMMUNITY GREEN STAGE 5

Prepared for:	Brookside Devs
Drawn Date:	Tue Sep 5th 15:13:18 2023
Drawn By:	ERAD
Territorial Authority:	SWDC
Scale: 1: @ A3	Ref #: T18-051 SW LS1



POLICY SCHEDULE

This schedule attaches to and forms part of the Builder's Guarantee Insurance for the Certified Builders Association of New Zealand, underwritten by certain underwriters at Lloyds.

Policy Number:	19/03381 C															
Unique Market Reference:	B1256R018952018															
Period of Insurance:	From: 13 November 2019 To: 13 November 2029															
Policyholder:	Ian Richard McComb TH01 and any subsequent owner of the property whose name is registered on the certificate of title to the property															
Builder's Name:	Eco Panel Ltd															
NZCB Registration Number:	5671															
Building Site Address:	135 Fitzherbert Street, Featherston															
Legal Description of Building Site:	Lot No: 2 DP No: 21561 Title No:															
Sum Insured:	\$94,500															
Completion Date of the Works:	13 November 2019															
Policy Excesses:	<table><tbody><tr><td>Section 1.1</td><td>Claims notified prior to Completion of the Works:</td><td>Nil</td></tr><tr><td>Section 1.2</td><td>Claims notified after Completion of the Works:</td><td></td></tr><tr><td></td><td>- Within 3 months of Possession Date</td><td>Nil</td></tr><tr><td></td><td>- After 3 months but within 12 months of Possession Date</td><td>\$500</td></tr><tr><td></td><td>- After 12 months of Possession Date</td><td>\$750</td></tr></tbody></table>	Section 1.1	Claims notified prior to Completion of the Works:	Nil	Section 1.2	Claims notified after Completion of the Works:			- Within 3 months of Possession Date	Nil		- After 3 months but within 12 months of Possession Date	\$500		- After 12 months of Possession Date	\$750
Section 1.1	Claims notified prior to Completion of the Works:	Nil														
Section 1.2	Claims notified after Completion of the Works:															
	- Within 3 months of Possession Date	Nil														
	- After 3 months but within 12 months of Possession Date	\$500														
	- After 12 months of Possession Date	\$750														

Signed for and on behalf of the Underwriters:
Archer Group Limited:

Date: 05 December 2019



Halo 10 Year Residential Guarantee

Insurance Policy Wording

Underwritten at Lloyd's of London



SECTION 1 – INTRODUCTION

About Your Insurance

Welcome to **Your** Halo 10 Year Residential Guarantee Insurance policy document.

Please take time to read the "Important Information" section on page 2 of this policy document. It tells **You** about things **You** need to check, actions **You** need to take, and the amount **You** must contribute when **You** make a claim.

- **Your** insurance is administered by Archer Group Limited on **Our** behalf. Archer Group Limited is referred to as the **Coverholder** in this policy document and their contact details are as follows.
Level 7, Call Plus Business Centre, 110 Symonds Street, Grafton, Auckland 1010, New Zealand
Tel: +64 9 307 3346
Email: info@archergroup.co.nz
- **Your** insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "**We**", "**Us**" and "**Our**" in this policy document.
- A claims administrator handles claims on **Our** behalf and is referred to as the **Claims Administrator** in this policy document.

Cover under this policy begins on:

Section 1.1: **Construction Period:**

The date of the signing of the **Building Contract** or commencement of the **Works** (whichever is the earlier) and will end at the **Possession Date** of the **Works**.

Section 1.2: **Defects Insurance Period:**

The **Possession Date** of the **Works** and will end on the 10th anniversary thereafter. The insurance will then terminate.

If **You** do not provide **Us** with the **Possession Date** of the **Works** when the building is completed, the **Defects Insurance Period** will commence on the **Completion Date** shown in **Your Policy Schedule**.

Some words and phrases in this policy document and in **Your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **Bold**. They are all listed and explained in the "Definitions" section which can be found on pages 12-13 of this policy document.

All insurance documents and all communications with **You** about this policy will be in English.

How to Make a Claim

To make a claim, call +64 9 307 3346. Lines are open between 8.30am and 5.00pm Monday to Friday. Alternatively, please send an email to info@archergroup.co.nz or write to:

Archer Group Limited
PO Box 6981
Wellesley Street
AUCKLAND

The Insurance Contract

This policy document and **Your Policy Schedule** are **Your** insurance documents and together they make up the contract between **You** and **Us**. It is important that **You** read this policy document carefully along with **Your Policy Schedule** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

This policy document and **Your Policy Schedule** are issued to **You** by Archer Group Limited in its capacity as **Our** agent. In exchange for the payment of the premium referenced in **Your Policy Schedule**, **You** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **Your** policy.

SECTION 2 – IMPORTANT INFORMATION

It is important that:

- **You** check **Your Policy Schedule** to ensure the details are correct and that the cover is as **You** requested;
- **You** check the information **You** have given **Us** is accurate (see “Disclosure of Important Information” below);
- **You** notify the **Coverholder** as soon as possible of any inaccuracies on **Your Policy Schedule**, or if **You** are not eligible for the insurance;
- **You** comply with any duties detailed under each section of the policy document and under the insurance as a whole; and
- **You** read the claims conditions on page 8 of this policy document. If **You** do not meet these conditions **We** may reject a claim payment or a claim payment could be reduced.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us** via the **Coverholder**. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out **Your** policy. If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** policy and refuse to pay any claim; or
- **We** may not pay any claim in full; or
- **We** may revise the premium; or
- the extent of the cover may be affected.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact the **Coverholder** as soon as possible. Their contact details are shown on page 1 of this policy document.

Policy Excess

We will not be liable for the **Excesses** shown in the **Policy Schedule**. Where any single claim made under the **Policy** relates to **Damage** caused by more than one **Defect** then the **Excess** will only be applied once in respect of that claim.

Other Insurance

Where the **Damage** under this **Policy** is also covered by any other insurance policies or indemnity agreements, then this **Policy** shall only provide indemnity in excess of the amount which the **Building Owner** is entitled to under the other insurance policies and/or indemnity agreements.

SECTION 3 – WHAT IS COVERED

1.1 Cover During Construction Period:

If due to:

- (a) the death, disappearance or legal incapacity of the **Builder**
- (b) the **Insolvency** or fraud of the **Builder**
- (c) the cancellation or suspension of the **Builder's** registration under any statutory requirement or where the **Builder** is a body corporate, the cancellation or suspension of the registration of any tradesperson employed by the **Builder**
- (d) the early termination of the **Building Contract** due to the **Builder's** wrongful failure or refusal to complete the **Works**; or
- (e) the **Builder's** wrongful failure or refusal to rectify **Defects** to the **Works**

1.1.1 the **Builder** (as head contractor) does not start the **Works** at all, or

1.1.2 the **Builder** (as sub-contractor) does not start the **Sub-Works** at all

The **Underwriters** will refund to **You** the amount of the deposit paid (if any) by **You** to the **Builder**, or

1.1.3 the **Builder** (as head contractor) starts but does not complete the **Works**, or

1.1.4 the **Builder** (as sub-contractor) starts but does not complete the **Sub-Works**

We will, at **Our** sole discretion:

- 1) refund to **You** the amount of the deposit and progress payments paid (if any) by **You** to the **Builder**, or
- 2) pay the cost to complete the **Works** or the **Sub-Works** (as applicable), or
- 3) take over and complete the **Works** or the **Sub-Works** (as applicable)

Special Conditions Applicable to Section 1.1

- 1. Any refund shall be limited to the progress payments actually paid to the **Builder**, in accordance with the **Building Contract**; subject to any limitations herein.
- 2. Should **You** withhold, retain or receive back any part of the deposit for the **Works**, **We** will be entitled to deduct such amount from the monies **We** would otherwise be obliged to pay under this section.
- 3. **We** are only liable under this section in respect of the **Contract Price** as declared by **You** and any subsequent variations to the **Building Contract** which have been agreed in writing by both the **Builder** and **You**. In the event the **Works** or **Sub-Works** (as applicable) have not commenced any refund shall be limited to the value difference (if any) between the deposit actually paid (less any deposit received back) and the value of any **Work** carried out by the **Builder** including the value of any plans, permits and consents obtained.
- 4. In the event the **Builder** commences but does not complete the **Works** or the **Sub-Works** (as applicable) the **Underwriters'** liability under this section shall be limited to the cost of completing the **Works** or the **Sub-Works** (as applicable), after payment of the **Contract Price** by the **Building Owner**.
- 5. **Our** liability under this section is limited to a maximum of 20% of the **Contract Price** or \$500,000 whichever is the lesser.

1.2 Cover During Defects Insurance Period

We will indemnify **You** against **Damage** arising due to a **Defect** to the **Works**, discovered during the **Defects Insurance Period** due to the **Builder's** failure to:

- (a) supply materials that are in good order, suitable and fit for purpose for which they will be used, and new, unless stated otherwise in the **Building Contract**;
- (b) carry out the **Works** or the **Sub-Works** (as applicable) in a proper and competent manner and with reasonable care and skill, in accordance with the plans and specifications forming part of the **Building Contract** and the relevant **Building Consent**;
- (c) carry out the **Works** or the **Sub-Works** (as applicable) it has contracted to build in accordance with and in compliance with all relevant laws, and legal requirements including, inter alia the Building Act 2004 and the Consumer Guarantees Act 1993 and their regulations.

Special Conditions Applicable to Section 1.2

1. **We** will not be liable unless:
 - (i) the **Builder** has failed to rectify the **Damage** within a reasonable time frame, and/or
 - (ii) the **Builder** has withheld consent to resolve the dispute by using a disputes resolution service or other legally binding process, or
 - (iii) the **Builder** fails to comply with the decision of the disputes resolution service or other legally binding process.
2. **We** have the option of either paying the cost to repair, replace or rectify the **Damage** or arranging to have the **Damage** repaired, replaced or rectified.
3. A **Code Compliance Certificate** has been issued for the **Works** where required by the relevant building consent authority pursuant to the Building Act 2004 or any subsequent act in substitution thereof.

Additional Extensions

We will pay, in addition to the indemnity provided under this policy, but within the **Contract Price**:

4.1 Additional Costs

Such additional costs and expenses that are necessarily incurred solely in order to comply with Building Regulations or Local Authority or other Statutory Provisions, provided that **We** shall not be liable for costs that would have been incurred irrespective of the **Defect**.

4.2 Alternative Accommodation Costs

All reasonable additional costs and expenses for a period not exceeding 26 weeks in respect of removal, storage and alternative accommodation whilst the **Residential Dwelling** is uninhabitable as a consequence of a claim under Section 1.2.

4.3 Fees

Such Architects, Surveyors, Legal, Consulting Engineers' and other fees as are necessarily and reasonably incurred, by **You** in relation to the complete or partial rebuilding or rectifying the **Damage** but shall not include costs or fees incurred by **You** in preparing a claim.

4.4 Removal of Debris

Costs and expenses reasonably incurred by **You** with **Our** written consent for:

- (a) removal of debris
 - (b) dismantling or demolishing
 - (c) shoring up
 - (d) temporary protection
- of the **Residential Dwelling**.

SECTION 4 – WHAT IS NOT COVERED

We will not provide any cover for, or pay any claim resulting from:

Alterations

Any **Damage** due to, or arising from, any alteration, modification or addition, other than as part of the **Works** unless **We** have been informed, this policy has been endorsed and any applicable additional premium has been paid to **Us**.

Associated Works

Any **Defect** to landscaping, fencing, driveways or paths, patios or similar land improvements, main supply services or drains supplied by a public utility, septic tank systems or farms or solar or wind electrical generating systems.

Building Owner Delay

Any additional **Damage** caused by a delay on **Your** part in notifying both **Us** and **Your Builder** of a fact or circumstance giving rise to a possible claim under this policy.

Building Code

Any **Defect** arising from any **Works** or part thereof, which do not require a **Building Consent**, and which have not been constructed in accordance with the **Building Code** or any other legal requirements applicable at the time of construction.

Contractual Disputes

Any contractual dispute between the **Builder** and the **Building Owner**, other than those involving the **Builder's** obligations insured under this policy.

Damage Outside of The Works

Damage due to, or arising out of, any **Defect** in the design, workmanship, materials or components of the **Residential Dwelling** which do not form part of the **Works**.

Fines and Penalties

Fines, penalties, or liquidated damages.

Guide to Acceptable Tolerances

Any **Defect** that falls within the **Guide to Acceptable Tolerances**.

Hydrostatic Pressure

Damage to swimming or spa pools or saunas caused by hydrostatic pressure.

Indirect or Consequential Losses

Losses which do not result directly from a **Defect** unless expressly stated in this policy. For example, **We** will not be liable for costs arising from inconvenience or distress; loss of enjoyment; consequential losses of any kind; loss of use; loss of income or business opportunity; legal costs or expenses arising either directly or indirectly as a result of the events or circumstances that led to the **Defect**.

Neglect, Deterioration or Wear & Tear

Loss, **Damage**, or deterioration due to:

- **Your** neglect or failure to carry out normal or specific maintenance.
- Wear and tear, normal deterioration caused by aging process or otherwise, normal dampness, condensation or shrinking, change in colour, texture, opacity, staining or cosmetic blemishes to any element of the **Residential Dwelling**.
- The inability to match materials, colours or finishes in remedial works or between remedial works and existing works when remediation is being, or has been undertaken, including remediation undertaken as a result of a claim under this policy.

Non-Agreed Remedial Work

Any work to correct a **Defect** which is undertaken without **Our** consent, other than such work as is necessary to prevent further **Damage** as prescribed in Section 5 – Claims Obligations of this policy.

Non-Approved Builders

Any **Defect** due to, or arising out of **Works** that are undertaken or completed by a **Builder** who is not an **Approved Builder**, or as otherwise agreed by in writing by the **Underwriters**.

Personal Injury

Any costs, losses, expenses or damages for death, bodily injury, disease, illness or injury to mental health.

Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

- (a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (c) Any weapon or device employing atomic or nuclear fission and/or fission or other like reaction or radioactive or matter.
- (d) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- (e) Any chemical, biological, biochemical or electromagnetic weapon.

Significant Variations

Variations to the **Building Contract** totalling more than 10% (ten per cent) of the **Contract Price**, or otherwise expressly agreed to by the **Coverholder**.

Sonic Bangs

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Spec and Builders' Own Homes

Any claim arising during any period where the **Building Owner** is also the **Builder** or any entity related to or controlled by the **Builder**.

Provided that:

1. In the case of an entity related or controlled by the **Builder** this exclusion shall only apply to the **Builder's** interest in the entity which is related to him or which he controls.
2. This exclusion shall not apply to cover provided under clause 1.2(a) relating to the **Builder's** failure to supply materials that are in good order, suitable and fit for the purpose for which they will be used.
3. The policy coverage automatically commences/recommences when the ownership of the property transfers to an unrelated party.

Special Perils

Fire, lightning, explosion, typhoon, hurricane, cyclone, volcanic eruption, earthquake, storm, tempest, flood, subterranean fire or other convulsion of nature, aircraft or other aerial devices or articles therefrom, escapes of water from tanks, apparatus or pipes, malicious persons, burglary, theft, attempted theft, impact or accidental cause.

Subsidence or Settlement

Subsidence, settlement, heave or landslip unless such loss or **Damage** is as a result of a **Defect** in the design, workmanship, materials or components of the **Works**.

Tiling

Damage to the tiling of swimming or spa pools or saunas unless in association with an independent **Defect**.

Toxic Mould

Any Pathogenic Organisms regardless of any other cause or event concurrently or in any sequence to that liability. Pathogenic Organisms mean any bacteria, yeasts, mildew, viruses, fungi, mould or their spores.

Vermin

The actions of rodents, vermin or insect infestation.

War Risks

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction or **Damage** by any government or public or local authority.

Wilful Acts

Any **Damage** caused by the criminal act of either **Yourself** or any other party acting on **Your** behalf.

SECTION 5 – MAKING A CLAIM

Making a claim

You should contact Archer Group Limited as **Coverholder**, whose details are in Section 1, in the first instance, if **You** wish to make a claim under this policy.

Your claims obligations

1. **You** must notify both the **Builder** and the **Coverholder** in writing upon becoming aware of any circumstance that may give rise to a claim under this policy.

We will not be liable for any loss or Damage where You don't notify the Coverholder within 30 days of becoming aware of a circumstance that might give rise to a claim. In any case We will not be liable for any Damage where You don't notify the Coverholder within (6) six months of the expiry of the Defects Insurance Period.

2. In the event **You** lodge a claim under this policy **You** must:
 - 2.1 Comply with all of **Our** or the Claims Administrator's reasonable directions, and take reasonable precautions to avoid or minimise the claim.
 - 2.2 Not undertake any remedial or rectification works without **Our** or the Claims Administrator's written consent, unless such works are necessary to avoid or minimise the claim.
 - 2.3 Provide **Us** or the Claims Administrator's reasonable access to the **Building Site** to inspect and/or rectify the **Damage** or complete the **Works**.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty. If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- not pay **Your** claim; and
- recover (from **You**) any payments **We** have already made in respect of that claim; and
- terminate **Your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Recoveries From Third Parties

If **We** pay a claim under this policy **We** may wish to recover from a person or organisation some or all of the amounts **We** have paid **You**. By entering into this contract of insurance, **You** agree that **We** can, therefore, take over **Your** legal rights and remedies against anyone who is responsible for the event(s) which lead to **Your** claim, but only in relation to, and to the extent of, any payment made under this policy. If **We** choose to do this, **We** will be responsible for all costs incurred in pursuing a recovery of costs **We** have paid.

You must fully co-operate with **Us** and give **Us** any assistance **We** need to help **Us** to recover some or all of the amounts **We** have paid under this policy. This includes, but is not limited to, to the extent necessary, transferring to **Us** **Your** rights to take action but only in relation to, and up to, the amount paid by **Us** under this policy.

Underwriters' Rights

In the event of any occurrence which might give rise to a claim under this policy, **We** and **Our** agents shall be entitled to enter the **Building Site** in order to carry out remediation **Works**. If such permission is unreasonably withheld **You** will be liable for any additional costs caused by the delay in carrying out such **Works**.

SECTION 6 – HOW TO MAKE A COMPLAINT

If **You** have any questions or concerns about **Your** policy or the handling of any claim **You** should, in the first instance, contact
Archer Group Limited
Level 7, Call Plus Business Centre
110 Symonds Street
Grafton
Auckland 1010
New Zealand

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to either:

Scott Galloway
Lloyd's Underwriters' General Representative in New Zealand
PO Box 5639
Wellington 6145
Email: scott.galloway@hazelton.co.nz
Tel: 04 472 7582

or

Policyholder & Market Assistance Lloyd's
1 Lime Street London EC3M 7HA
United Kingdom
Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

SECTION 7 – LEGAL, REGULATORY & OTHER INFORMATION

Arbitration

If any difference as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force. Both parties agree to abide by the decision outcome of the arbitration process.

Fair Insurance Code

As members of the Insurance Council of New Zealand, **We** are committed to complying with the Council's Fair Insurance Code. This includes requirements for **Us** to:

- provide insurance contracts setting out in plain English what is insured, what is not insured, and what **Your** obligations are;
- settle all valid claims fairly and promptly;
- where a claim is declined, clearly explain the reason(s) for this;
- fully investigate complaints, advise **You** of the outcome, and when necessary, tell **You** about the Insurance and Savings Ombudsman Scheme.

Please contact the **Coverholder** if **You** would like a brochure detailing the Fair Insurance Code or the Insurance and Savings Ombudsman Scheme.

Fraudulent Claim Clause

If **You** make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

Law and Jurisdiction

This policy shall be governed by the laws of New Zealand and subject to the exclusive jurisdiction of the courts of New Zealand.

Lloyd's Privacy Policy Statement

Underwriters at Lloyd's, London

The certain Underwriters at Lloyd's, London, want **You** to know how **We** protect the confidentiality of **Your** non-public personal information. **We** want **You** to know how and why **We** use and disclose the information that **We** have about **You**. The following describes **Our** policies and practices for securing the privacy of **Our** current and former customers.

Information **We** Collect

The non-public personal information that **We** collect about **You** includes, but is not limited to:

- Information contained in applications or other forms that **You** submit to **Us**, such as name, address, and social security number
- Information about **Your** transactions with **Our** affiliates or other third-parties, such as balances and payment history
- Information **We** receive from a consumer-reporting agency, such as credit-worthiness or credit history

Information **We** Disclose

We disclose the information that **We** have when it is necessary to provide **Our** products and services. **We** may also disclose information when the law requires or permits **Us** to do so.

Confidentiality and Security

Only **Our** employees and others who need the information to service **Your** account have access to **Your** personal information. **We** have measures in place to secure **Our** paper files and computer systems.

Right To Access or Correct **Your** Personal Information

You have a right to request access to or correction of **Your** personal information that is in **Our** possession.

Contacting **Us**

If **You** have any questions about this privacy notice or would like to learn more about how **We** protect **Your** privacy, please contact the agent or broker who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.

Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy document is issued to **You** on the condition that **You** authorise **Us** to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. **You** also authorise **Us** to obtain from ICR Ltd personal information about **You** that is (in **Our** view) relevant to this policy or any claim made against it. **You** have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Service of Suit

Lloyd's General Representative in New Zealand is Mr Scott Galloway and is authorised to accept service of suit and to be sued on behalf of Lloyd's underwriters in their capacity as authorised insurers in New Zealand.

Mr Scott Galloway
Lloyd's General Representative in New Zealand c/o Hazelton Law
Level 29 Plimmer Towers
2-6 Gilmer Terrace
Wellington
New Zealand
Tel: +64 4 472 7582
Fax: +64 4 472 7571
Email: scott.galloway@hazelton.co.nz

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurer

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Firm Reference: 204847.

Archer Group Limited is authorised and regulated by the Financial Markets Authority under Financial Service Provider no. FSP418106 in New Zealand.

SECTION 8 – DEFINITIONS

Approved Builder

A **Builder** who is a Business Member of New Zealand Certified Builders Association (NZCB).

Builder

The entity named in the **Policy Schedule** to this policy document in its capacity as either head contractor or sub-contractor to the head contractor.

Building Code

The New Zealand Building Code as set out in the Building Act 2004 including subsequent amendments and any respective Building Regulations.

Building Consent

The building consent issued by the relevant authority under the Building Act 2004 for the **Works**.

Building Contract

The contract entered into between **You** and the **Builder** for the carrying out of the **Works**.

Building Owner

The person for whom, or entity for which, the **Works** are being carried out under the **Building Contract**, and named as the policyholder in the **Policy Schedule** to this policy document, and any subsequent owner of the property whose name is registered on the certificate of title to the property on which the **Works** are carried out.

Building Site

The land where the **Works** will be undertaken.

Completion Date

The completion date shown in the **Policy Schedule** to this policy document.

Contract Price

The amount shown in the **Policy Schedule**, excluding any fees outside the **Building Contract**.

Code Compliance Certificate

The certificate issued by the local authority on the completion of the **Works**.

Coverholder

Archer Group Limited
Level 7 Call Plus Business Centre
110 Symonds Street
Grafton
Auckland 1010
Tel: +64 9 307 3346
Fax: +64 9 302 1422
Email: info@archergroup.co.nz

Damage

The cost of:

- (a) remedying the **Defect** and;
- (b) remedying any damage to the **Works** or the **Sub-Works** (as applicable) or any other structure on the **Building Site** resulting from the **Defect**.

Defect

Building **Work** that has either failed or is not in compliance with the New Zealand Building Code and the New Zealand Standards applicable at the time of issuance of the **Code Compliance Certificate** whereby the item is not fit for its intended use and does not fall within the tolerances as set out in the **Guide to Acceptable Tolerances** applicable at the **Possession Date**.

Defects Insurance Period

The period commencing from the **Possession Date** of the **Works** and ceasing on the 10th anniversary thereafter.

Excess

The part of each and every claim that **You** are responsible for.

Guide to Acceptable Tolerances

Is the "Guide to tolerances, materials and workmanship in new residential construction", issued by the Ministry of Business Innovation & Employment or any guide in substitution thereof that maybe issued from time to time, which is used to determine whether a particular issue is deemed to be a **Defect** and sets out a reasonable position on tolerances that a building professional would consider in determining whether a building element has been installed and/or constructed to an acceptable standard.

Insolvency

Means where the **Builder** becomes bankrupt, or is put into receivership, liquidation or administration, or enters into a scheme of arrangement or a New Zealand High Court sanctioned compromise of the **Builder's** creditors.

Policy Schedule

The document that names **You** as the policyholder. It also specifies the **Works** insured and confirms the start date of **Your** insurance.

Possession Date

The date the **Builder** gives possession of the **Works** to **You** or the **Practical Completion Date**, whichever is the earlier.

Practical Completion Date

Means the effective date of the certificate of practical completion, pursuant to the **Building Contract**.

Residential Dwelling

1. A building or part of a building that is used or intended to be used mainly for residential purposes but excludes any building or part of a building in excess of (3) three stories, excluding any basement, unless agreed otherwise, in writing by the **Coverholder**.
2. A swimming pool, spa pool or sauna.

Sub-Work(s)

The part of the **Works** that the **Builder** has worked on in its capacity as sub-contractor to **You**.

We, Us, Our

Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

Work(s)

The **Residential Dwelling** work and any work involving retaining structures whether associated with the **Residential Dwelling** work or otherwise, required pursuant to the **Building Contract**.

You, Your, Yourself

The person for whom, or entity for which, the **Works** are being carried out under the **Building Contract**, and named as the policyholder in the **Policy Schedule** to this policy document and any subsequent owner of the property whose name is registered on the Certificate of Title to the property on which the **Works** insured herein are situated.

Understanding Your Title

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.

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 instrumentcannot 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.



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. It is highly recommended to seek further legal/technical advice.

Identifying & Managing Property Risks

Buying a property is a significant investment, and it's essential to be aware of potential risks before making a decision. This guide helps buyers identify key issues in a property and understand the necessary due diligence steps to avoid costly surprises.

It's important to note that real estate agents and vendors are not specialists in identifying structural, environmental, or legal issues. While they may provide general advice, it is important to seek professional advice from building inspectors, surveyors, and legal experts and other specialist reports.

Recognising Property 'Warning Signs'

If a property exhibits any of the following warning signs, further investigation is necessary before proceeding with a purchase.

Structural and Material Concerns:

- Monolithic or Weatherside cladding – These materials may pose water-tightness issues.
- Cracks, chips, or bubbling of cladding – Could indicate structural or moisture problems.
- Flat roof or narrow/no eaves – May require more maintenance and have lower weather resistance.
- Recessed or sloping windows sealed by silicone – Check for leaks or improper sealing.
- Concealed guttering and downpipes – Hidden drainage systems can lead to undetected damage.
- Complex architectural designs – More intricate designs may require specialized inspections.

Interior and Plumbing Issues:

- Signs of dampness – Look for mold, water stains, or musty odors as potential moisture indicators.
- Scrim wall linings – These older materials can be a fire hazard.
- Asbestos materials – Professional assessment may be required for safety.
- Dux Quest plumbing – This type of plumbing has known failure risks and may need replacement.

Structural Risks and Compliance Issues:

- Decks over 1m in height – Ensure they meet stability and council compliance standards.
- Retaining walls over 1.5m – Structural integrity should be carefully assessed and CCC requirements.
- Subsidence concerns – Investigate land stability and foundation strength.
- Obscure boundary lines – Verify property boundaries to avoid legal disputes.

Legal and Unpermitted Work:

- No flashings on windows or doors – This can lead to leaks and weatherproofing failures.
- Signs of unauthorized work – Ensure all renovations or extensions have council approvals.
- Built in the early 1990s to early 2000s – Some properties from this era may have known building issues such as untreated timber.
- Possible criminal activity (drug use/manufacturing) – Look for signs such as chemical odors, covered vents, or unusual wiring.





Scan to access

- S&P Agreement Guide
- Agency Agreement Guide
- Code of Conduct
- In-house Complaints prodecure



RPNZ Document Order

Attention: **Jessa Mae**

Thank you for using RPNZ's legal document ordering service.

**Your requested Certificate of Title with diagram has been processed.
Please find your order attached to this email.**

Order Details

Property:	135 Fitzherbert Street, Featherston, South Wairarapa District
Legal Description:	Lot 2 Deposited Plan 532420
Search Reference:	871418
Document Type:	Certificate of Title with diagram
Order Date:	19 March 2026
CoreLogic Reference:	3284024/1
Order Number:	154065 (For any enquiries, please quote this number)

If you have any questions regarding this order please contact our Customer Support Team on 0800 355 355 or by emailing clientcare@cotality.com.

RPNZ Customer Support Team

Level 14, 10 Brandon Street, Wellington
PO Box 4072
Wellington 6140, New Zealand

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **871418**
Land Registration District **Wellington**
Date Issued 09 July 2019

Prior References
815711

Estate Fee Simple
Area 827 square metres more or less
Legal Description Lot 2 Deposited Plan 532420
Registered Owners
Brookside Developments - Featherston Limited

Interests

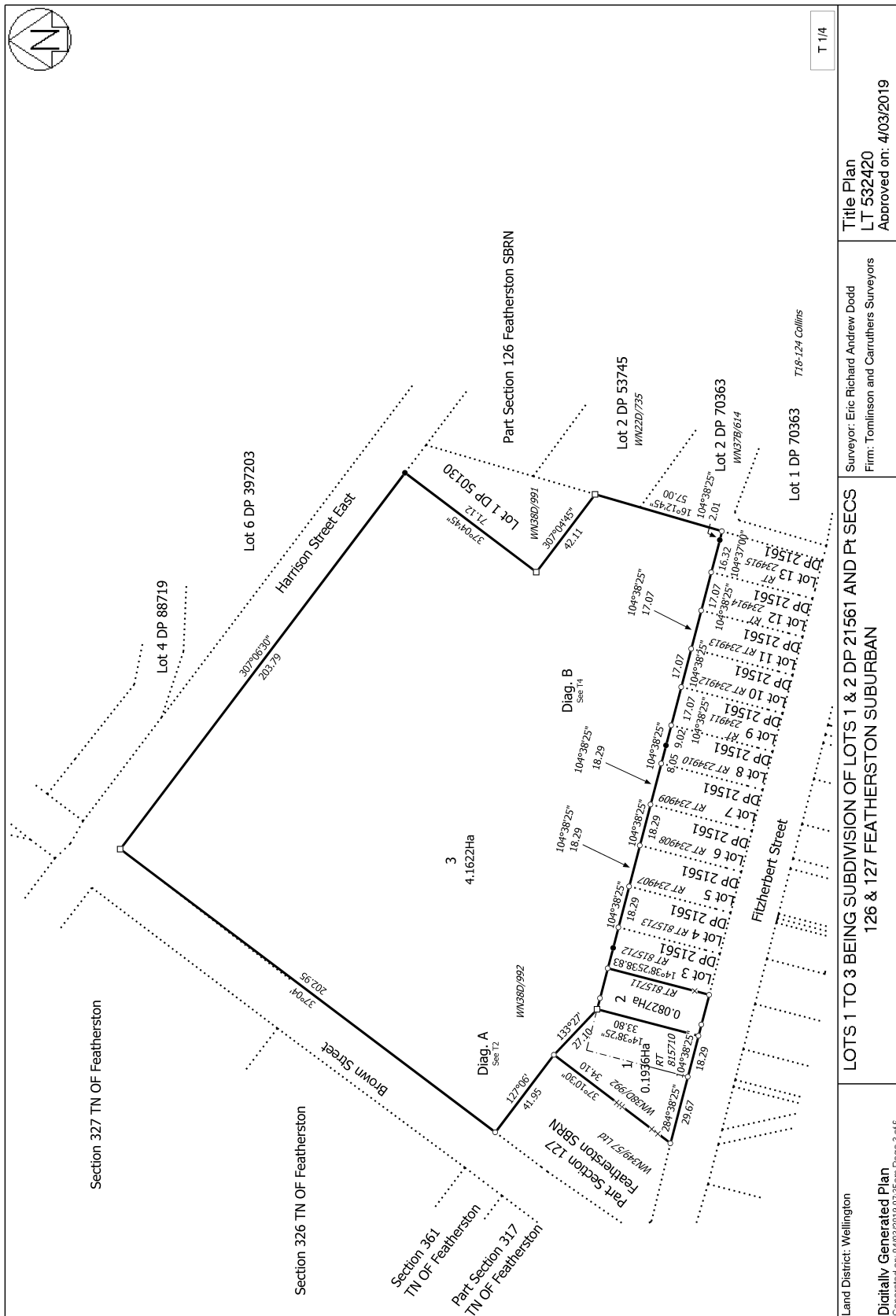
Appurtenant hereto are electricity, water supply, sewage drainage and telecommunications easements created by Easement Instrument 7816796.1 - 15.5.2008 at 9:00 am

Subject to an electricity, water supply, sewage drainage and telecommunications easements over part marked K and L on DP 532420 created by Easement Instrument 7816796.1 - 15.5.2008 at 9:00 am

Subject to a right to convey water and a right to drain sewerage over part marked A, K, L and N on DP 532420 created by Easement Instrument 10396497.1 - 21.10.2016 at 11:03 am

Subject to a right to convey water and a right to drain sewerage over part marked A, L, M and O on DP 532420 created by Easement Instrument 11412402.3 - 9.7.2019 at 1:50 pm

The easements created by Easement Instrument 11412402.3 are subject to Section 243 (a) Resource Management Act 1991



Comparative Rental Market Analysis



135 FITZHERBERT STREET, FEATHERSTON, 5710

Prepared on 19th March 2026

Melanie Hoten
The Rent House Ltd

0800 900 111
melanie@renthouse.nz

Summary

135 FITZHERBERT STREET, FEATHERSTON, 5710



Appraisal price range

\$300.00 - \$325.00 per week

Notes from your agent

135 Fitzherbert Street, Featherston - Practical Living with Shared Amenities

This property offers a practical and affordable accommodation option, featuring shared living arrangements suited to tenants seeking convenience and low-maintenance living. Residents have access to a communal lounge area and a fully equipped kitchen, providing a functional space for everyday use and shared living.

The home includes shared bathroom facilities, a dining area, and kitchen amenities such as a refrigerator, kitchenware, and tea and coffee-making facilities. A garden area adds to the overall appeal, offering outdoor space for relaxation.

Conveniently located within Featherston, the property is within close proximity to local amenities, transport links, and township services. With its accessible layout and shared facilities, this property presents a suitable rental option for budget-conscious tenants or short- to medium-term accommodation needs.

Comparable Rentals

1 79 WOODWARD STREET EAST, FEATHERSTON, 5710



3	1	1	607m ²	110m ²	
Age	1972	DOM	-	Capital Value	\$460,000
Listing Date	-	Distance	0.85km	CV Date	01-Sep-23
Listing Price	-				

Notes from your agent

This is a three bedroom, one bathroom home with a slightly smaller floor area. Double garage. Semi-modern interior with added benefit of a butler's pantry.

We received multiple applications for this property and successfully rented it October 2025 for \$530 per week.

2 9 WILLIAM BENTON STREET, FEATHERSTON, 5710



3	1	1	1,018m ²	120m ²	
Age	1974	DOM	3 days	Capital Value	\$465,000
Listing Date	14-Oct-25	Distance	0.84km	CV Date	01-Sep-23
Listing Price	\$500/week				

Notes from your agent

Three bedroom home with one bathroom, separate toilet and one garage, 90sqm floor area. Dated condition.

We received multiple applications for this property and successfully rented it on November 5 at \$500 per week.

3 6 MCKERROW PLACE, FEATHERSTON, 5710



3	2	2	914m ²	276m ²	
Age	2018	DOM	15 days	Capital Value	\$700,000
Listing Date	03-Mar-26	Distance	0.89km	CV Date	01-Sep-23
Listing Price	\$680/week				

Notes from your agent

Modern 2018-built home offering three bedrooms, two bathrooms, and a double garage on a generous 914sqm section, with a spacious 276sqm floor area. Well-presented throughout with contemporary finishes and a functional layout suited to family living. Currently listed for rent at \$680 per week and has been on the market for 15 days as at March 2026.

DOM = Days on market * This data point was edited by the author of this CMA and has not been verified by Cotality

Comparable Rentals

4 2B ATAAHUA PLACE, FEATHERSTON, 5710



3	2	1	606m ²	114m ²		
Age	2021	DOM	13 days	Capital Value	\$580,000	
Listing Date	05-Mar-26	Distance	0.97km	CV Date	01-Sep-23	
Listing Price	\$595/week					

Notes from your agent

Modern 2021-built home offering three bedrooms, two bathrooms, and single garage on a 606sqm section, with a 114sqm floor area. Well-presented with contemporary finishes and low-maintenance living, suitable for families or professional tenants. Currently listed for rent at \$595 per week and has been on the market for 13 days as at March 2026.

5 87 WATT STREET, FEATHERSTON, 5710



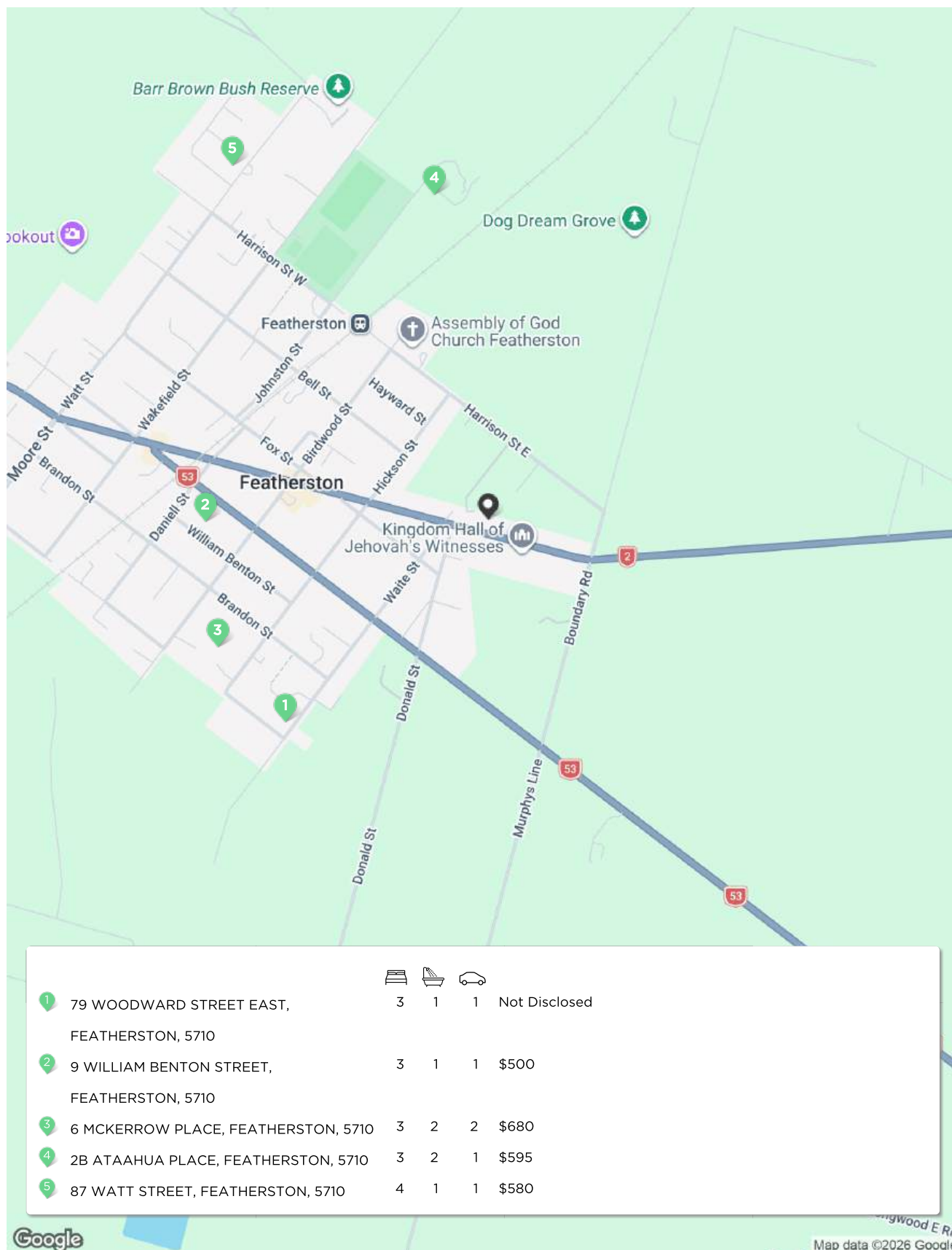
4	1	1	809m ²	180m ²		
Age	1968	DOM	63 days	Capital Value	\$530,000	
Listing Date	14-Jan-26	Distance	1.29km	CV Date	01-Sep-23	
Listing Price	\$580/week					

Notes from your agent

Listed for rent in January 2026 at \$645/week, this well-presented single-storey home in Featherston spent 45 days on the market. It offers practical family living with a functional layout, comfortable indoor-outdoor flow, and convenient access to local amenities, schools, and everyday services.

DOM = Days on market * This data point was edited by the author of this CMA and has not been verified by Cotality

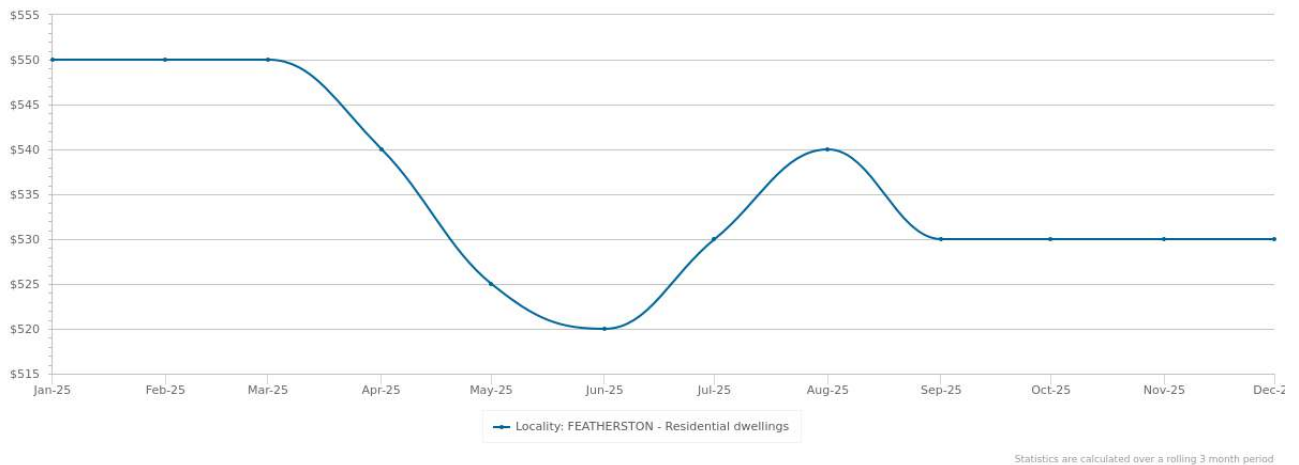
Comps Map: Rentals



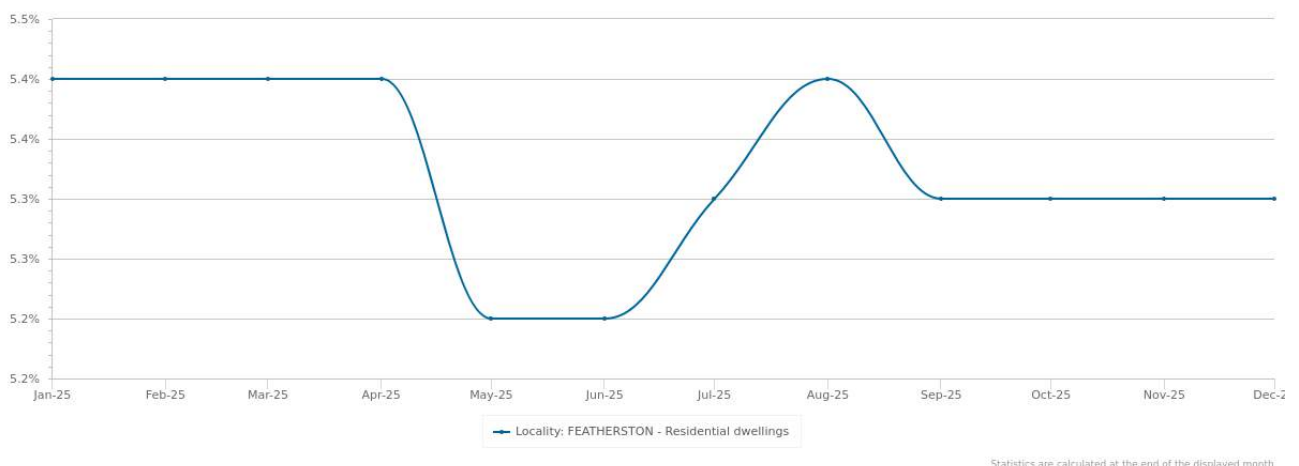
* This data point was edited by the author of this CMA and has not been verified by Cotality

Recent Market Trends

Median Asking Rent - 12 months



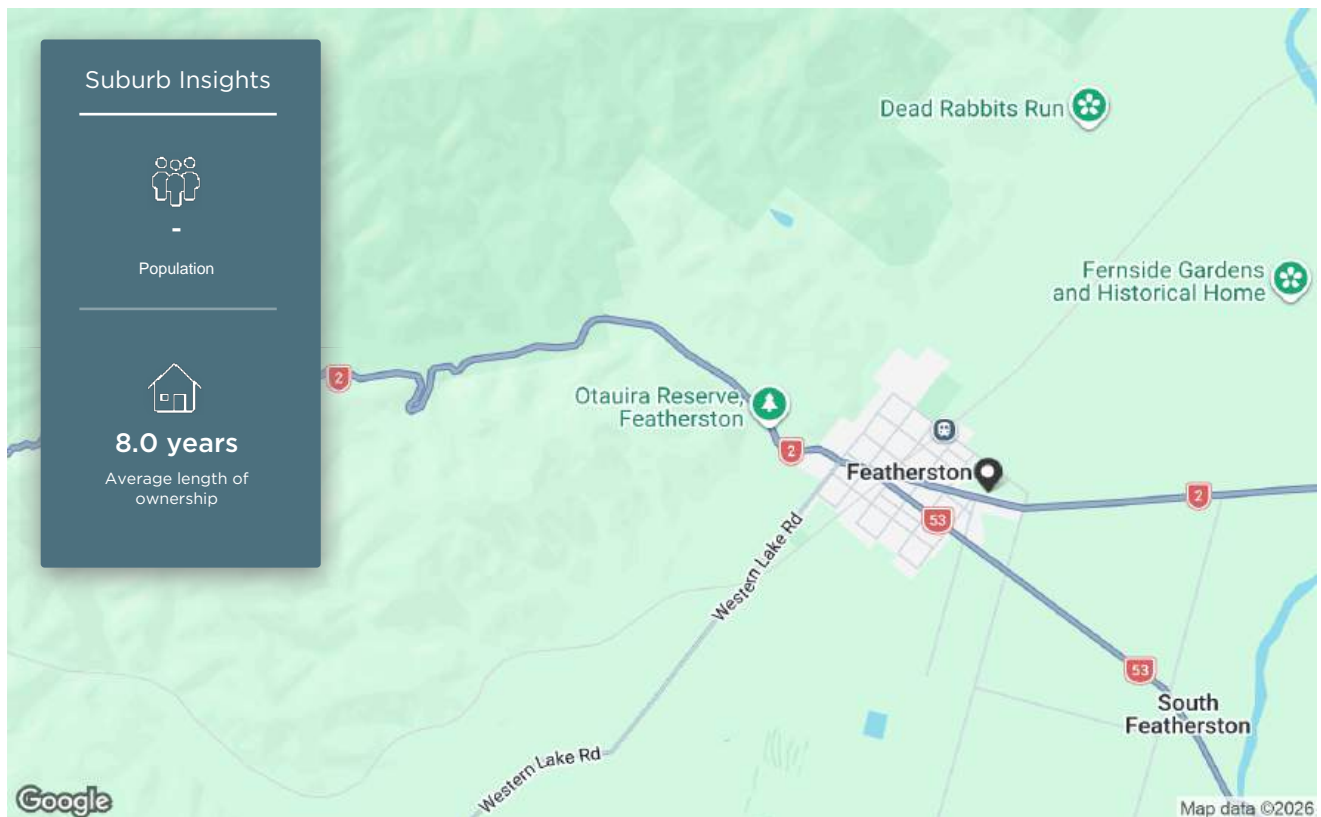
Gross Rental Yield - 12 months



PERIOD	ASKING RENT	CHANGE	GROSS RENTAL YIELD	RENTAL OBSERVATIONS
Dec 2025	\$530	0.0%	5.3%	90
Nov 2025	\$530	0.0%	5.3%	90
Oct 2025	\$530	0.0%	5.3%	96
Sep 2025	\$530	-1.9% ▼	5.3%	102
Aug 2025	\$540	1.9% ▲	5.4%	126
Jul 2025	\$530	1.9% ▲	5.3%	129
Jun 2025	\$520	-1.0% ▼	5.2%	126
May 2025	\$525	-2.8% ▼	5.2%	111
Apr 2025	\$540	-1.8% ▼	5.4%	102
Mar 2025	\$550	0.0%	5.4%	108
Feb 2025	\$550	0.0%	5.4%	117
Jan 2025	\$550	0.9% ▲	5.4%	102

Featherston

Demographic

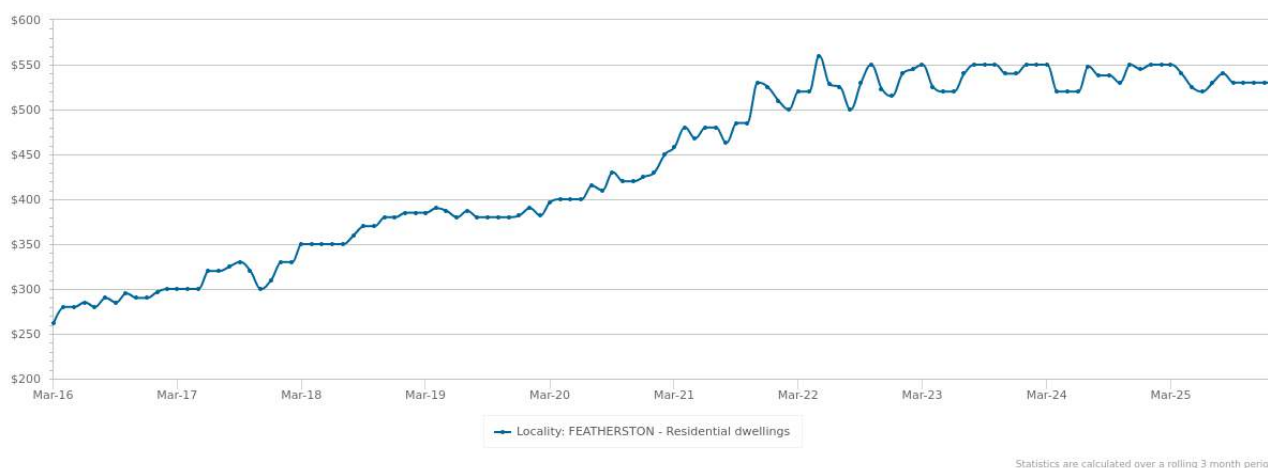


The size of Featherston is approximately 5 square kilometres. The population of Featherston in 2006 was 2,214 people. By 2013 the population was 2,196 showing a population decline of 0.8% in the area during that time. The predominant age group in Featherston is 65+ years. In general, people in Featherston work in a professional occupation. Currently the median sales price of houses in the area is \$502,250.

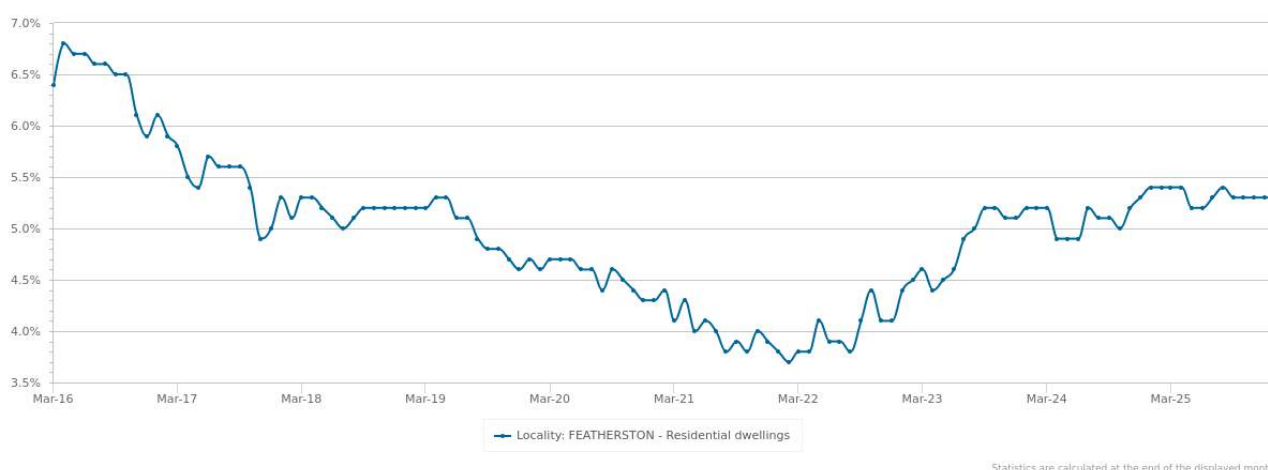
HOUSEHOLD STRUCTURE		OCCUPATION		HOUSEHOLD INCOME		AGE	
TYPE	%	TYPE	%	TYPE	%	TYPE	%
One Family	57.5	Agricultural and Fishery	6.0	-20K	7.2	0-9	12.9
Two Families	1.5	Clerical	9.0	20-30K	9.2	10-19	10.6
Three+ Families	0.0	Elementary	11.7	30-50K	18.4	20-29	8.8
Lone Occupant	33.1	Legislators, Admin and Managers	12.6	50-70K	12.6	30-39	11.7
Share Accommodation	3.3	Plant and Machinery Operator	6.6	70-100K	13.0	40-49	13.9
Other	2.1	Professional	16.5	100K+	16.9	50-59	13.9
		Service and Sales	15.6			60-64	7.7
		Technicians	11.4			65+	17.7
		Trades	8.7				

Long Term Market Trends

Median Asking Rent - 10 years

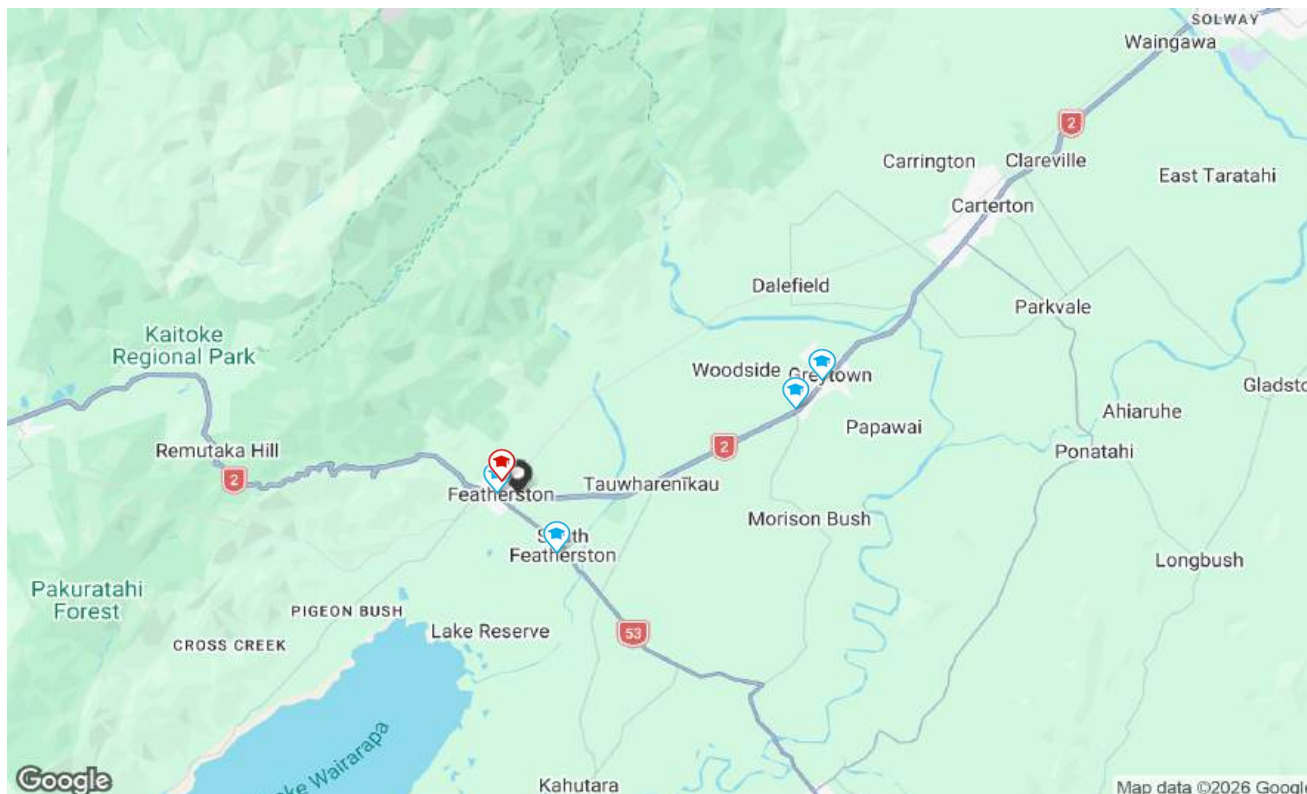



Gross Rental Yield - 10 years



PERIOD	ASKING RENT	CHANGE	GROSS RENTAL YIELD	RENTAL OBSERVATIONS
2026	\$530	-3.6% ▼	5.3%	90
2025	\$550	0.0%	5.4%	102
2024	\$550	1.9% ▲	5.2%	90
2023	\$540	5.9% ▲	4.4%	90
2022	\$510	18.6% ▲	3.8%	51
2021	\$430	10.3% ▲	4.3%	81
2020	\$390	1.3% ▲	4.7%	78
2019	\$385	16.7% ▲	5.2%	65
2018	\$330	11.1% ▲	5.3%	73
2017	\$297	-	6.1%	86

Local Schools



SCHOOL	DISTANCE	SCHOOL TYPE	SECTOR	YEARS
 Featherston School	0.61km	Full Primary	-	1-8
 St Teresa's School (Featherston)	0.61km	Full Primary	-	1-8
 South Featherston School	2.66km	Full Primary	-	1-8
 Kuranui College	10.14km	Secondary	-	9-13
 Greytown School	11.35km	Full Primary	-	1-8



Property is within school catchment area



Property is outside school catchment area

PROPERTY MANAGEMENT YOU CAN TRUST.



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In partnership with



MONTHLY STATISTICS

As at 1st March 2026

99.03%
Occupancy Rate

(Properties that are currently
under management beyond the
initial first time leasing)

430

Viewing Bookings

01/02/2026-28/02/2026

133

**Applications
received**

01/02/2026-28/02/2026

44

**Tenancy
Agreements Signed**

01/02/2026-28/02/2026

97.62%

**Tenants Paying
Rent on Time**

(less than 1 week of
arrears included)

📍 S103A Westfield Manukau, 5 Leyton Way, Manukau, Auckland 2104
📍 Panama Square, 14 Garden Place, Hamilton Central, Hamilton 3204
PO BOX 487 Drury Auckland 2247
T: 0800 900 111, E: office@renthouse.nz

www.renthouse.nz

2025 IN REVIEW

**AVERAGE
OCCUPANCY RATE**

99.32%

**AVERAGE % OF
TENANTS PAYING
RENT ON TIME**

98.72%

**TOTAL TENANCY
APPLICATIONS
RECEIVED**

1247

**TOTAL TENANCY
AGREEMENTS
SIGNED**

432



DISCLAIMER:

This report is a market appraisal and does not purport to be a valuation, registered or otherwise. If we have not been able to physically inspect the property, our appraisal is based solely on the information provided to us. It has been prepared based on information provided by the owner or agent and incorporates no warranty or guarantee as to the accuracy of the information which the owner or agent has provided.

Rental values quoted are relevant to the market at the time of conducting the appraisal and may change as market conditions fluctuate. This report is solely to provide information to the property owner and/or addressee. Any person, other than the property owner or addressee who relies on this report for any purpose does so in all respects at their own risk.

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Buying or selling your property?



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 and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

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

Key things to know about sale and purchase agreements

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

What a sale and purchase agreement is

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

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

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

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

General obligations and conditions you have to comply with

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

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

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

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

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

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

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



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

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

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

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

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

Pre-settlement inspection

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

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

Payment of a commission

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

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

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

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

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

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

About settled.govt.nz



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

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

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

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

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

For more information

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



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

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

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

What we do

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

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

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

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

For more information

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



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