

Adjacent Property Owner/Occupiers



Urban & Environmental

2 July 2026

Dear Owner / Occupier

Brymer Farms Limited – Fast Track Project

Brymer Farms Limited (**Brymer**) are in the process of preparing and applying for resource consents from the relevant authorities under the Fast-Track Approvals Act 2024 ('**FTAA**'). The purpose of the FTAA is to provide a consenting process to fast-track projects that have significant regional benefits in terms of boosting employment and local economies. Further details on the FTAA can be found on the Fast Track website: www.fasttrack.govt.nz.

The Brymer project was successfully referred by the Minister for Infrastructure on 4 September 2025 which means that a substantive application may now be lodged with the Environmental Protection Agency (EPA). You can view further information on the project on the Fast Track website: <https://www.fasttrack.govt.nz/projects/brymer>. Please note that the EPA is not administered by any of the local District Territorial Authorities.

Brymer Farms is a proposed residential development located on Hamilton City's urban fringe which seeks to provide for:

- 1,200 residential units which incorporate a range of typologies and affordable housing;
- Two neighbourhood centres;
- Open spaces, parks including ecological restoration, retention of natural wetlands and riparian vegetation;
- Transport infrastructure including local roads, connections to the Hamilton City network, cycle connections and pedestrian pathways; and
- Services infrastructure including pump stations, wastewater reticulation, stormwater treatment and attenuation areas, stormwater ponds, reservoir and use of existing water bores.

The project will be delivered in stages with associated infrastructure and earthworks. The project site is shown below.



Figure 1 – Brymer Project Site (Source: Waikato District Council Online Maps)

As part of the application requirements (Schedule 5 of the Act), the applicant is required to identify and confirm the **owners and occupiers** of properties that **adjoin or are adjacent to the project site**, including their full names and contact addresses. This information is provided to the EPA so that the expert consenting panel can contact you to invite you to comment on the application once the application is deemed complete and lodged.

Our records indicate that you **may** be an owner and/or occupier of land adjoining or adjacent to the proposed development site. We would therefore appreciate it if you could confirm the following details:

- Full name of the property owner(s)

- Full name of the current occupier(s) (if different from the owner)
- Postal address for correspondence
- Email address or contact phone number (optional)

If you are an occupier of this property, you may provide your details if you would like to be included in any potential consultation. However, you are under no obligation to provide this as an occupier.

It would be much appreciated if you could please respond with the information required above via email – [REDACTED] by **Friday 17 July 2026**.

Please note, the information you provide will only be shared with the EPA, who may contact you regarding the Brymer project. Once the expert consenting panel process has been completed, your personal information will be destroyed.

Once the substantive application has been lodged with, and accepted as complete by, the Environmental Protection Authority (EPA), the Fast-track Expert Panel is required under sections 53(2)(h) and 53(2)(i) of the Fast-track Approvals Act 2024 to provide adjacent owners and occupiers of the application land with an opportunity to comment on the substantive application.

This will be your opportunity to review the complete application, including the supporting technical reports and plans, and to provide any comments directly to the Expert Panel. At that stage, you will receive information explaining how to access the application documents and how to submit your comments.

As the substantive application has not yet been lodged or accepted by the EPA, the application documents are still being finalised and are therefore not included at this stage.

If you have any questions or would like further information about the proposed development, please feel free to contact us as the applicant's representatives at B&A. We welcome any feedback you may wish to provide ahead of lodging the substantive application and will consider it as part of the ongoing refinement of the proposal.

Thank you for your assistance.

Yours sincerely | Nā māua noa, nā

Barker & Associates Limited



Briar Belgrave

Partner
[REDACTED]

B&A
Urban & Environmental

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Kerikeri | Whangārei | Warkworth | Auckland | Hamilton | Cambridge | Tauranga | Havelock North | Wellington | Christchurch | Wānaka & Queenstown

N/A	Lot 1-2 Deposited Plan South Auckland 33080 and Part Lot 1 Deposited Plan 18675	
14 Sunny Dale	Lot 62 Deposited Plan South Auckland 58466	
12 Sunny Dale	Lot 61 Deposited Plan South Auckland 58466	
246 Grandview Road	Lot 50 Deposited Plan South Auckland 58464	
244 Grandview Road	Lot 49 Deposited Plan South Auckland 58464	
238 Grandview Road	Lot 46 Deposited Plan South Auckland 59874	
236 Grandview Road	Lot 45 Deposited Plan South Auckland 59874	
234 Grandview Road	Lot 44 Deposited Plan South Auckland 59874	
232 Grandview Road	Lot 9 Deposited Plan South Auckland 67823	
3 Ayrshire Drive	Lot 11 Deposited Plan South Auckland 67823	
5 Ayrshire Drive	Lot 12 Deposited Plan South Auckland 67823	
7 Ayrshire Drive	Lot 13 Deposited Plan South Auckland 67823	
9 Ayrshire Drive	Lot 14 Deposited Plan South Auckland 67823	

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11 Ayrshire Drive	Lot 15 Deposited Plan South Auckland 67823	[REDACTED]
13 Ayrshire Drive	Lot 2 Deposited Plan South Auckland 72039	[REDACTED]
3 Friesian Place	Lot 19 Deposited Plan South Auckland 70941	[REDACTED]
5 Friesian Place	Lot 20 Deposited Plan South Auckland 73252	[REDACTED]
7 Friesian Place	Lot 21 Deposited Plan South Auckland 73252	[REDACTED]
9 Friesian Place	Lot 22 Deposited Plan South Auckland 73252	[REDACTED]
11 Friesian Place	Lot 23 Deposited Plan South Auckland 73252	[REDACTED] [REDACTED]
13 Friesian Place	Lot 24 Deposited Plan South Auckland 73252	[REDACTED]
15 Friesian Place	Lot 25 Deposited Plan South Auckland 73252	[REDACTED]
17 Friesian Place	Lot 26 Deposited Plan South Auckland 73252	[REDACTED]
19 Friesian Place	Lot 27 Deposited Plan South Auckland 73252	[REDACTED] [REDACTED]
21 Friesian Place	Lot 28 Deposited Plan South Auckland 73252	[REDACTED]
23 Friesian Place	Lot 29 Deposited Plan South Auckland 73252	[REDACTED]
25 Friesian Place	Lot 30 Deposited Plan South Auckland 73252	[REDACTED]
27 Friesian Place	Lot 31 Deposited Plan South Auckland 73252	[REDACTED]
29 Friesian Place	Lot 1 Deposited Plan South Auckland 81421	[REDACTED]
31 Friesian Place	Lot 2 Deposited Plan South Auckland 81421	[REDACTED]
33 Friesian Place	Lot 33 Deposited Plan South Auckland 73253	[REDACTED] [REDACTED]
Te Kootii Park	Lot 48 Deposited Plan South Auckland 77009 and Lot 87 Deposited Plan South Auckland 81807 and Lot 47 Deposited Plan South Auckland 76243 and Lot 105 Deposited Plan South Auckland 73253	[REDACTED]
15 Limousin Place	Lot 48 Deposited Plan South Auckland 81807	[REDACTED]

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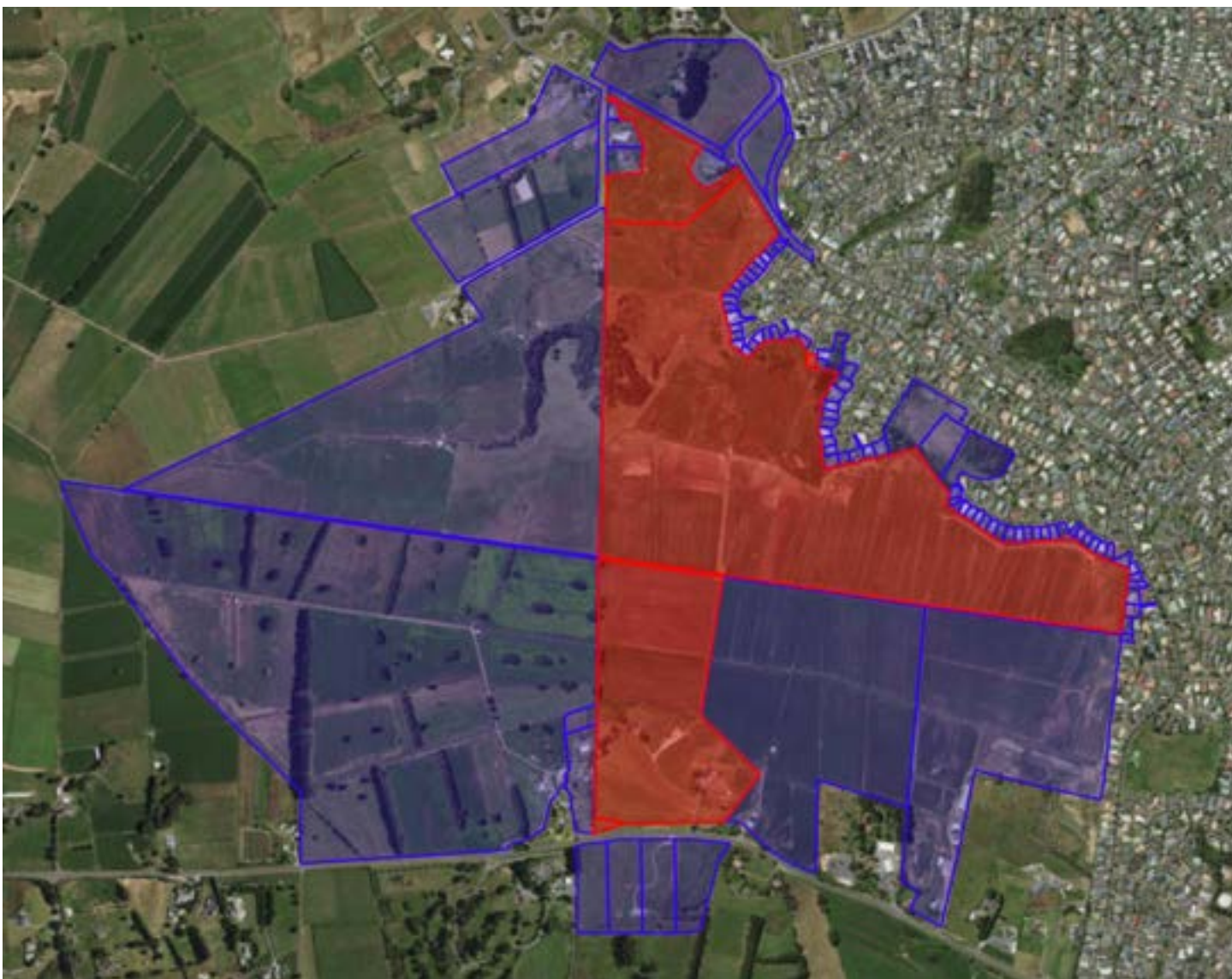
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	Lot 81 Deposited Plan South Auckland 81807	
17 Limousin Place	Lot 49 Deposited Plan South Auckland 81807 Lot 81 Deposited Plan South Auckland 81807	
21 Limousin Place	Lot 51 Deposited Plan South Auckland 81807	
27 Limousin Place	Lot 54 Deposited Plan South Auckland 81807 Lot 82 Deposited Plan South Auckland 81807	
29 Limousin Place	Lot 55 Deposited Plan South Auckland 81807 Lot 82 Deposited Plan South Auckland 81807	
31 Limousin Place	Lot 56 Deposited Plan South Auckland 81807 Lot 82 Deposited Plan South Auckland 81807	
33 Limousin Place	Lot 57 Deposited Plan South Auckland 81807	
35 Limousin Place	Lot 58 Deposited Plan South Auckland 81807	
44 Limousin Place	Lot 59 Deposited Plan South Auckland 81807	
42 Limousin Place	Lot 60 Deposited Plan South Auckland 81807 Lot 83 Deposited Plan South Auckland 81807	
40 Limousin Place	Lot 61 Deposited Plan South Auckland 81807 Lot 83 Deposited Plan South Auckland 81807	
36 Limousin Place	Lot 62 Deposited Plan South Auckland 81807 Lot 83 Deposited Plan South Auckland 81807	
34 Limousin Place	Lot 63 Deposited Plan South Auckland 81807 Lot 83 Deposited Plan South Auckland 81807	
10 Limousin Place	Lot 75 Deposited Plan South Auckland 81807 Lot 84 Deposited Plan South Auckland 81807	
9 Harrogate Place	Lot 20 Deposited Plan South Auckland 79526	
12 Harrogate Place	Lot 21 Deposited Plan South Auckland 79526	
8 Harrogate Place	Lot 23 Deposited Plan South Auckland 79526	

13 Highgrove Drive	Lot 31 Deposited Plan South Auckland 79524	[REDACTED]
17 Highgrove Drive	Lot 33 Deposited Plan South Auckland 79524	[REDACTED]
19 Highgrove Drive	Lot 34 Deposited Plan South Auckland 79524	[REDACTED]
21 Highgrove Drive	Lot 35 Deposited Plan South Auckland 79524	[REDACTED]
23 Highgrove Drive	Lot 36 Deposited Plan South Auckland 79524	[REDACTED]
27 Highgrove Drive	Lot 37 Deposited Plan South Auckland 79524	[REDACTED]
28 Highgrove Drive	Lot 38 Deposited Plan South Auckland 79524	[REDACTED]
26 Highgrove Drive	Lot 39 Deposited Plan South Auckland 79524	[REDACTED]
24 Highgrove Drive	Lot 40 Deposited Plan South Auckland 79524	[REDACTED]
20 Highgrove Drive	Lot 1 Deposited Plan 345929	[REDACTED]
18B Highgrove Drive	Lot 1 Deposited Plan 367679	[REDACTED]
18C Highgrove Drive	Lot 2 Deposited Plan 367679	[REDACTED]
13 Southworth Place	Lot 51 Deposited Plan South Auckland 79523 Lot 69 Deposited Plan South Auckland 79523	[REDACTED]
15 Southworth Place	Lot 52 Deposited Plan South Auckland 79523 Lot 69 Deposited Plan South Auckland 79523	[REDACTED]
17 Southworth Place	Lot 53 Deposited Plan South Auckland 79523	[REDACTED]
19 Southworth Place	Lot 54 Deposited Plan South Auckland 79523	[REDACTED]
21 Southworth Place	Lot 55 Deposited Plan South Auckland 79523	[REDACTED]
18 Southworth Place	Lot 56 Deposited Plan South Auckland 79523	[REDACTED]
16 Southworth Place	Lot 57 Deposited Plan South Auckland 79523	[REDACTED]
14 Southworth Place	Lot 58 Deposited Plan South Auckland 79523	[REDACTED]
12 Southworth Place	Lot 59 and Lot 68 Deposited Plan South Auckland 79527	[REDACTED]
127 Brymer Road	Lot 4 Deposited Plan 385271	[REDACTED]

124 Bagust Road	Lot 3 Deposited Plan 464194	[REDACTED]
16 O'Brien Road	Lot 3 Deposited Plan South Auckland 16893	[REDACTED] [REDACTED]
32 O'Brien Road	Lot 4 Deposited Plan South Auckland 16893	[REDACTED]
29 O'Brien Road	Lot 1 Deposited Plan South Auckland 6936	[REDACTED]
37 O'Brien Road	Lot 1 Deposited Plan 385271	[REDACTED]
39 O'Brien Road	Lot 2 Deposited Plan 385271	[REDACTED]
54 O'Brien Road	Part Lot 2 Deposited Plan 23773	[REDACTED]
616 Whatawhata Road	Lot 2 Deposited Plan 539364	[REDACTED]
608 Whatawhata Road	Lot 1 Deposited Plan South Auckland 65990 and Lot 1 Deposited Plan South Auckland 59536	[REDACTED]
583 Whatawhata Road	Lot 2-9 and Lot 22 Deposited Plan 17206 Lot 2-9, 22 Deposited Plan 17206	[REDACTED]
1 Ayrshire Drive	Lot 2 Deposited Plan South Auckland 70205	[REDACTED] [REDACTED]
230 Grandview Road	Lot 1 Deposited Plan South Auckland 70205	[REDACTED]
227 Grandview Road	Lot 43 Deposited Plan South Auckland 69581	[REDACTED] [REDACTED]
229 Grandview Road	Lot 42 Deposited Plan South Auckland 69581	[REDACTED] [REDACTED]
231 Grandview Road	Lot 41 Deposited Plan South Auckland 59874	[REDACTED] [REDACTED]



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From: [REDACTED]
Sent: Wednesday, 8 July 2026 1:05 pm
To: Briar Belgrave
Subject: Brymer Farms Limited - Fast Track Project - 5 Frieisan Place

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi

Our full names are [REDACTED] and [REDACTED]

We are the owner and occupiers of 5 Frieisan Place, Grandview Heights 3200.

This is the correct postal address for us, could you please send a copy of all correspondence sent by post to this email address in addition to the physical address?

The area over our fence is very boggy, even with the current drainage ditches(not sure what the correct term for these are), in winter tractors frequently get stuck and have to be pulled out by other machinery, and water pools on the surface at times.

We have a retaining wall on our side of the boundary, then there is a small amount of land, the wire fence which we believe is the approximate boundary, and then a drainage ditch that goes along the property line and beyond.

We are concerned that any earthworks done to fill in the drainage ditch so close to the property line will affect the stability of our retaining wall, and that the reduced drainage after it has been filled in may also affect the stability of our retaining wall.

We're concerned that the change from a farmland view to a potentially no view at all with someone overlooking our yard would significantly affect the value of our property. In addition, until the construction is complete it would make our property very difficult to sell. Will there be any provisions for the loss in value to the homes on the boundary?

[REDACTED] has a disability which makes her very sensitive to noise, to the point where it causes her physical pain. We moved to this house specifically because it was such a quiet area, and have spent money making improvements to the house to accommodate her disability. [REDACTED] is at home during the day and the construction noise, even if below the NZS 6803:1999 restrictions would make the house unlivable for her. [REDACTED] works from home and the construction noise could affect his job. If the project goes ahead, we would need to relocate prior to the start of construction noise reaching our house on a regular basis, likely at a significant financial loss.

We, along with many of our neighbours, have boundary fences that would not be suitable once anything other than farmland is on the other side of the boundary. Are new boundary fences part of the plan?

Do you have any information about height restrictions and setback requirements for the lower density detached housing that will be joining our property?

Do you have any information about height restrictions for the lower density duplex/detached housing and irregular shapes/rear lots that we would have a direct view of from our property?

Kind regards,

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 14 July 2026 4:17 pm
To: Briar Belgrave
Subject: Brymer Farms Limited - Fast Track Project

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Hi Briar,

I'm contacting you in response to your letter dated 2 July 2026 in relation to the above. As requested I'm confirming that I own the house at 9 Ayrshire Drive, Grandview Heights. Details are as follows:

Full Name: [REDACTED]
Postal Address: 9 Ayrshire Drive, Grandview Heights, Hamilton 3200
Email Address: [REDACTED]

Hope this helps, and look forward to hearing from you in due course.

Best regards,
[REDACTED]

From: [REDACTED]
Sent: Thursday, 16 July 2026 8:35 pm
To: Briar Belgrave
Subject: Brymer Development

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Hi,

This email is regarding the letter that you dropped in our letterbox concerning the Brymer Farms development.

Please find my details below:

Full name of the property owner: [REDACTED]
Postal Address: 09 Friesian Place, Grandview Heights
Email: [REDACTED]
Contact Number: [REDACTED]

[REDACTED]

Postal Address: 09 Friesian Place, Grandview Heights

Regars,
[REDACTED]

From: [REDACTED]
Sent: Saturday, 18 July 2026 1:58 pm
To: Briar Belgrave
Subject: Brymer Farms Ltd - Fast Track Project - Owner and occupier

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Hello Briar

Our apologies for our late submission go adjoining land to the Brymer Farms Project site.

Our details are:

Property Owners: [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

Current Occupiers:

[REDACTED]

[REDACTED]

Postal Address: 9 Harrogate Place, Grandview Heights, HAMILTON

Email address: [REDACTED]

Yours sincerely

[REDACTED]

[REDACTED]

9 Harrogate Place
Grandview Heights
HAMILTON 3200
NEW ZEALAND

email: [REDACTED]

From: [REDACTED]
Sent: Thursday, 16 July 2026 7:46 pm
To: Briar Belgrave
Subject: Contact information - Brymer Farms

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Hi Briar,

In regards to the Brymer Farms project and letter received, see below for our contact information.

[REDACTED]
12 Harrogate Place
Grandview Heights
Hamilton
[REDACTED]

Thanks

From: [REDACTED]
Sent: Saturday, 11 July 2026 9:22 am
To: Briar Belgrave
Subject: Brymer Farms Ltd

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Hi Briar,
We are owner occupiers at 13 Friesian Pl.
[REDACTED]
Email [REDACTED]
Will look forward to further information.
Thanks.

From: [REDACTED]
Sent: Saturday, 11 July 2026 9:24 am
To: Briar Belgrave
Subject: Fast track Brymer project

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Hi
We are neighbours of this project

[REDACTED]

[REDACTED]

We are owners and occupiers
13 Southworth Place, Grandview Heights, Hamilton 3200

[REDACTED]

We have concerns for the suitability of this land for housing. It's wet and peat.
We can be contacted by any of the above means [REDACTED]

Sent from my iPad

From: [REDACTED]
Sent: Wednesday, 15 July 2026 4:27 pm
To: Briar Belgrave
Subject: Brymer Farms Ltd project

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Kia ora Briar,

I am a home owner on Southworth Place and received your letter about staying in touch about consultation. Our details are:

[REDACTED]
15 Southworth Place, Grandview Heights, Hamilton 3200 [REDACTED]

My main concern is how our house and view will be affected and where the northern low density housing that borders our fence line will be built ie whether it will be right next to us or down closer to the current housing area.

Thanks
[REDACTED]

Sent from my iPhone

17 Friesian place
Grandview Heights
Hamilton 3200

Dear Sirs,

As Regarding Brymer Farms- Fast Tracking Project Being Owner/
Occupier of no 17 Friesian place (Lot 26 73252)

There is a matter - Back Fence problems.

The previous owner of Brymer Farms was [REDACTED]. He was very careful with the drainage furrow being kept small, and any soil taken out of Furrow would be replaced back on North side, to ensure no sinking of soil would affect my bank fence/or property.

However, on the sale of property to Brymer farms - Large Drainage Furrows- and a very deep hole was excavated/constructed behind my shed. Twice I warned the new owner that subsidence would occur. After 2 years of heavy rain my back fence is leaning back, but worse still my shed is now sagging back 200mm off the horizontal. I would like this matter resolved as it might delay the fast-track project.

Yours faithfully

[REDACTED]

From: [REDACTED]
Sent: Friday, 17 July 2026 8:49 pm
To: Briar Belgrave
Subject: Brymer Farms Development- Contact Details

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Hi Briar

I have provided my contact details below

Name of Owner: [REDACTED]
Address: 19 Friesian Place, Grandview Heights, Hamilton 3200
Email Address: [REDACTED]

[REDACTED]
Mob: [REDACTED]
Email: [REDACTED]

From: [REDACTED]
Sent: Sunday, 5 July 2026 1:08 pm
To: Briar Belgrave
Subject: Brymer Farms adjacent landowner

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi there

We own 20 Highgrove Drive and am providing details as per letter received advising us of the proposed plan.

Name: [REDACTED]
Postal: 20 Highgrove Drive, Grandview Heights, Hamilton, 3200
Phone: [REDACTED]
Email: [REDACTED]

Thanks

[REDACTED]

From: [REDACTED]
Sent: Monday, 20 July 2026 5:21 pm
To: Briar Belgrave
Subject: Residential subdivision

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Good evening, [REDACTED] here, we live at 21 Friesian Place on the edge of farmland thats being proposed for residential development on the fringe by Brymer farms. We would like to be kept informed of future developments of all areas involved please. I hope you accept this request even though it's past the 17th July.

Thankyou kind regards [REDACTED]

From: [REDACTED]
Sent: Monday, 6 July 2026 10:26 am
To: Briar Belgrave
Subject: Proposed Brymer Project

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Good morning,

As a property owner neighbouring the proposed site, please find the below information for contact purposes:

[REDACTED]
21 Highgrove Drive
Grandview Heights, Hamilton 3200

[REDACTED]
Kind regards,
[REDACTED]

From: [REDACTED]
Sent: Friday, 3 July 2026 4:03 pm
To: Briar Belgrave
Subject: Brymer project side

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[REDACTED]
21 Limousin place
[REDACTED]

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From: [REDACTED]
Sent: Friday, 17 July 2026 4:37 pm
To: Briar Belgrave
Subject: Brymer Farms Ltd

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Hi Briar,

I am the occupier of 21 Southworth Place and would like to be included in any potential consultation.

My name is [REDACTED], email [REDACTED]

Please also include my neighbour at 19 Southworth Place, [REDACTED] in any consultation. He does not have a computer so you can contact him at my email address, or by post.

Thanks, [REDACTED]

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From: [REDACTED]
Sent: Wednesday, 15 July 2026 2:55 pm
To: Briar Belgrave
Subject: Brymer Farms Development

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I am writing to say we are the owner occupier of 23 FRIESIAN PLACE and would like to be informed of any further developments to do with this project. Regards [REDACTED]

From: [REDACTED]
Sent: Saturday, 4 July 2026 2:01 pm
To: Briar Belgrave
Subject: Brymer Farms Ltd fast track project

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To B&A

Thank you for contacting us.

Regarding your letter of 2nd July 2026 to owners/occupiers adjoining the Brymer Farms project.

Yes we are the owners of an adjacent property and MOST definitely want to comment on this process.

[REDACTED]
27 Limousin Place
Grandview Heights
Hamilton 3200
Email: [REDACTED]

Yours sincerely

[REDACTED]

From: [REDACTED]
Sent: Wednesday, 15 July 2026 11:05 am
To: Briar Belgrave
Subject: Brymer Farms Limited - Fast Track Project

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Good morning

I am writing this email to confirm that myself [REDACTED] and my husband [REDACTED], are the owner occupiers of: 28 Highgrove Drive
Grandview Heights
Hamilton
3200

My email address is as above. [REDACTED] email address is: [REDACTED]
We would like to be informed on this project.

Regards
[REDACTED]

From: [REDACTED]
Sent: Friday, 3 July 2026 9:44 pm
To: Briar Belgrave
Subject: Details for EPA

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Property Owners - [REDACTED]
Postal address - 31 Limousin place, Grandview Heights
Email - [REDACTED]
Phone - [REDACTED]

From: [REDACTED]
Sent: Thursday, 16 July 2026 9:56 pm
To: Briar Belgrave
Subject: Brymer Farms Development

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Hello Briar,

We are [REDACTED] and [REDACTED] from 33 Friesian Place Hamilton.
Thank you for the opportunity to contact you.

We are appalled and concerned that a housing development has been permitted in the peaty bog which is the farmland behind the park. After all the flooding we have had in NZ over the last few years, it is sounding that more cars is not being taken as to where housing will be permitted.

My email is [REDACTED] and my phone number is [REDACTED].
Thank you.

Regards,

[REDACTED]

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From: [REDACTED]
Sent: Monday, 6 July 2026 11:09 am
To: Briar Belgrave
Cc: [REDACTED]
Subject: Brymer Farms Ltd

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Hi
As we are the occupier of 35 Limousin Place please include both [REDACTED] and myself in all consultation.

[REDACTED]
35 Limousin Place
Grandview Heights
Hamilton

[REDACTED]

[REDACTED]

Regards

[REDACTED]

[REDACTED]



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From: [REDACTED]
Sent: Monday, 6 July 2026 9:23 am
To: Briar Belgrave
Subject: brymer farms consultation

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Good Morning,
we received a letter outlining the proposed development of Brymer Farms.
We would like to be included in all consultation and correspondence regarding the development.
We are:

[REDACTED]
37 O'Brien Road

[REDACTED]
email: [REDACTED]

From: [REDACTED]
Sent: Wednesday, 8 July 2026 6:02 pm
To: Briar Belgrave
Subject: Brymer farms limited

You don't often get email from [REDACTED] [Learn why this is important](#)

Kia ora

Responding to an email sent by your company B&A Urban & Environment.
Our address is 39 Obrien Road, 3289, New Zealand. Owner is [REDACTED] is currently
occupying his property with his partner [REDACTED] his number is [REDACTED]

Regards

[REDACTED]

From: [REDACTED]
Sent: Monday, 6 July 2026 1:22 pm
To: Briar Belgrave
Cc: [REDACTED]
Subject: Brymer Farms Limited Consultation

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Dear Sir/Madam,

I am writing to address the Brymer Farms Limited consent process, following a letter received from Ms. Briar Belgrave. My wife and I are the proprietors of the property in question, and please find the requisite details below. We are keen to participate in the consultation process and would appreciate further information regarding the next steps.

Yours sincerely,

[REDACTED]
44 Limousin Place
Grandview Heights, 3200

Tel: [REDACTED]

From: [REDACTED]
Sent: Thursday, 16 July 2026 9:43 am
To: Briar Belgrave
Subject: Brymer Farms fast track

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Hi,
Thank you for the information re development of land close to my property.
I would like to be kept informed.
Property owner & current occupier- [REDACTED] Postal address - 227 Grandview Road Western Heights
3200 Email - [REDACTED] Thanks [REDACTED]

Sent from my iPad

From: [REDACTED]
Sent: Thursday, 9 July 2026 4:57 pm
To: Briar Belgrave
Subject: Brymer Farms Fast Track Project response

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To Whom It May Concern:

We are property owners adjacent to the proposed Brymer Farms development.

Our property is a Family Trust under the name: [REDACTED]

[REDACTED]

The physical and postal address of the property is:

238 Grandview Road
Western Heights
Hamilton 3200

Email:

[REDACTED]

Contact Phone:

[REDACTED]

Please acknowledge the receipt of this email.

[REDACTED]

From: [REDACTED]
Sent: Monday, 6 July 2026 10:58 am
To: Briar Belgrave
Subject: brymer farms project

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi Briar,

Thank you for your letter regarding the Brymer Farms project. I appreciate the opportunity to be able to comment on the application once it is submitted.

I confirm our details are as follows:

Property owners: [REDACTED]
Current occupiers: [REDACTED]
Postal address: 244 Grandview Road, Western Heights, Hamilton, 3200
Email address: [REDACTED]

Yours sincerely,

[REDACTED]

From: [REDACTED]
Sent: Saturday, 11 July 2026 10:14 am
To: Briar Belgrave
Subject: 246 Grandview Rd Hamilton

You don't often get email from [REDACTED] [Learn why this is important](#)

Morning Briar,

I'm responding to the letter we recieved relating to the application via the FTAA process.

Property owners:

[REDACTED]

Occupiers:
As above

Postal address:
246 Grandview Rd
Hamilton 3200

Email and contact details:

[REDACTED]

[REDACTED]

We are looking forward to gaining a better understanding of how the proposed development impacts us, and being able to provide feedback as part of the consent/consultation phase.

Thanks

[REDACTED]

Sent from my Galaxy

15 July 2026

TO WHOM IT MAY CONCERN

My name is [REDACTED] and my address is 608 Whatawhata Road, RD 5, Hamilton 3285.

I am replying to your correspondence dated 2 July re Brymer Farms Limited, Fast Track Project.

I adjoin the boundary on the south western side of your proposed development.

Please include me with all information of ongoing proposed developments.

Thank you for reaching out.

[REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

From: [REDACTED]
Sent: Saturday, 25 July 2026 2:26 pm
To: Briar Belgrave
Subject: Brymer Farms

You don't often get email from [REDACTED] [Learn why this is important](#)

Kia ora Briar,

I received a letter in the post from yourself as my property backs onto the Brymer Farms development zone.

I have been away so unable to email you sooner.

Would you please be able to myself in any potential consultation.

Thanks,

[REDACTED]

From: [REDACTED]
Sent: Sunday, 12 July 2026 7:24 pm
To: Briar Belgrave
Subject: RE, Brymer farms limited - updates and all correspondence to this email.

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi Briar,

Appreciate your letter in our mailbox.

Please see requested details below.

[REDACTED]
#All correspondence via email to this email please.

Regards
[REDACTED]

From: [REDACTED]
Sent: Monday, 6 July 2026 3:58 pm
To: Briar Belgrave
Subject: 27 Friesian - Backing on to the New development

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[REDACTED] (Home Owners)

27 Friesian Place
Grandview Heights
Hamilton

[REDACTED]

Yes we would like to be kept up to date and included in any potential consultation.

Kind regards

[REDACTED]

From: [REDACTED]
Sent: Wednesday, 8 July 2026 11:32 am
To: Briar Belgrave
Subject: Redevelopment of land owned by Brymer Farms Limited

You don't often get email from [REDACTED] [Learn why this is important](#)

Thank you for your informative letter dated 2 July 2026.

We are: [REDACTED]
Owners of 29 Limousin Place, Grandview Heights, Hamilton.
Our email address: [REDACTED]
[REDACTED] phone number: [REDACTED]
[REDACTED] phone number: [REDACTED]

As suggested in your letter, we would like to raise a couple of possible problem as follows:

Who is held responsible to remediate any structural damage to our dwelling, including windows, brick walls retaining walls and drainage/sewage pipes, caused by vibration of heavy vehicles/machinery and their movement during the entire proposed development stages?

Who is responsible to remediate any land slippage/movement to our land upon which our dwelling and gardens are situated during the entire proposed development stages?

Would you please confirm receipt of this letter regarding possible issues as listed above, in writing to our residential address.

Regards

[REDACTED]

From:
Sent: Thursday, 2 July 2026 1:56 pm
To: Briar Belgrave
Subject: Brymer Farms Limited - Fast Track Project

Good afternoon Briar

In response to the letter delivered to my letterbox this morning, here, as requested, are my contact details.

Owner	
Property	8 Harrogate Place Grandview Heights Hamilton 3200
Postal address	As above
Email address	
Phone	

My preferred means of contact is via email.

I share a boundary with Brymer Farms Limited and look forward to having the opportunity to comment on the proposed project. Plans I have seen to date will affect my enjoyment of my property's outlook, which is the reason I bought my home nearly 9 years ago.

Kind regards

From: [REDACTED]
Sent: Monday, 13 July 2026 6:52 pm
To: Briar Belgrave
Subject: Brymer project - owner details 25 Friesian Place

You don't often get email from [REDACTED] [Learn why this is important](#)

Good evening Briar

As per letter received please see below our details as a property that is on boundary of the Brymer project site

[REDACTED] (owners and occupiers)
25 Friesian Place Grandview Heights
[REDACTED]

kind regards
[REDACTED]

From: [REDACTED]
Sent: Friday, 10 July 2026 8:00 am
To: Briar Belgrave
Cc: [REDACTED]
Subject: Brymer Farms

You don't often get email from [REDACTED] [Learn why this is important](#)

Kia Ora Briar,

I am confirming occupiers of 32 O'Brien Road.

Property Owner: [REDACTED]

Additional occupants (second dwelling): [REDACTED]

I will be acting on behalf of my father and mother, [REDACTED]

My details are:

Name - [REDACTED]

Postal address for service is [REDACTED]

Email address [REDACTED]

[REDACTED] has already responded directly to the Brymer Fast Track Letter. I am confirming whether he would like me to act on his behalf.

Please ensure all communications going forward go to both [REDACTED] and I.

Ngā mihi,

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 14 July 2026 12:21 pm
To: Briar Belgrave
Subject: [REDACTED]

You don't often get email from [REDACTED] [Learn why this is important](#)

Property at 616 Whatawhata Road, Dinsdale, Hamilton

[REDACTED]

[REDACTED]

[REDACTED]

Department of Conservation

B&A

Urban & Environmental

From: Bridgette Munro [REDACTED]
Sent: Thursday, 20 August 2026 1:03 pm
To: Briar Belgrave
Subject: RE: Brymer - Draft EclA and Management Plans

Hi there Briar,
I passed on at of the reports provided to DOC's RMA team, who will be in touch (if they have not already) regarding the substantive application, moving forward.
Please feel free to touch base if you have any queries.
Thanks and kind regards
Bridgette

From: Briar Belgrave [REDACTED]
Sent: Tuesday, 18 August 2026 9:43 am
To: Bridgette Munro [REDACTED]
Subject: Brymer - Draft EclA and Management Plans

Hi Bridgette

As mentioned, please see attached the following for the Brymer Fast-Track substantive application:

- Draft EclA
- Draft BMP
- Draft FMP
- Draft LMP

We will be applying for the Wildlife Authority Approvals separately to the Fast-Track process and intend to lodge that application in the next day or so.

If you have any feedback on the draft documents let me know, otherwise as covered in my previous email, we would be more than happy to have a meeting with the ecologists if that would be helpful for DOC.

Ngā mihi | Kind regards,

BRIAR BELGRAVE
Partner



PO Box 1986,
Shortland Street, Auckland 1140
Level 4, Old South British Building,
3-13 Shortland Street, Auckland

barker.co.nz



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Auckland | Hamilton | Cambridge |
Tauranga | Havelock North | Wellington |
Christchurch | Wānaka & Queenstown

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Minutes

Project: Brymer Substantive Application DoC Consultation

Date: 9 December 2025

Time: 2.00pm

Location: MS Teams

Attendees:

Name	Role/Organisation
Sam Le Heron	B&A
Bridgette Munro	DoC
Andrew Styche	DoC
Moria Pryde	DoC
Ronan Whitelock	DoC
Rebecca Bodley	Ecological Solutions
Jacqui Wairepo	DoC

Item	Detail	Action
1	• Introduction of meeting attendees • Overview of the Brymer Project ○ High level MP ○ Work occurred to date ○ Scope, typologies, uses, yields, etc. ○ Wildlife Act Approvals included in resource management consents. ○ Preliminary work anticipated this to be required ○ Project team developed with various specialties and disciplines engaged with to accommodate an application of this size	
2	• Historical site use is predominantly farming • Existing wetland component within site • Varied typographies	
3	• Progressing with field work – site walkovers, investigations to obtain necessary information for the site to indicate what should be anticipated for the site. • This feedback is beginning to be collated, hence why no material has been shared prior to this engagement	

4	Copper Skinks • WLLA for copper skinks as they have been found in surrounding area. • As substantive application progresses it is expected a LMP be included for best management.	
5	• Seeking clarification from DoC that Waiwhakareke is a suitable and viable consideration for a relocation site if copper skinks are found • Andrew confirms Waiwhakareke has capacity to take more copper skinks. Construction of the fence will increase uptake capacity • Conversative to be had with local iwi Ngaati Wairere • Timing and funding of fence – funding is provided, enabling works commenced. • Safe assumption that the fence will be construction when potential relocation will likely occur. • Rebecca – not expecting high numbers of copper skinks	
6	Bat methodology • ~ 20 ABMs across the site in remnant trees with suitable roost reaches • Recorders on east to west where site is flat, out for over 1 month with 20 clear nights of data • Results found 2 communicating calls recorded on northern most part of site, faint calls indicate bats were far away from site • Question to DOC – does this seem consistent with what would be expected for bat presence in the area. • Moria – hard to determine from a single survey, would expect a lower pass rate compared to southern Hamilton • Site likely to be used as a commuting area and the presence of trees as potential roosting sites.	
7	WLAA for bats • Does DOC anticipate a WLAA for avoidance of felling bat roost trees? • Moria confirms that this would not be required if bat roost protocol is applied, however, to be risk adverse could request a WLA permit	
8	Fish • No mudfish found in sampling – 3 eDNA samples, minnow traps along substantial length of water course • FMP to be provided with any loss of water course within the site.	
9	Birds	

	• Managed through avoidance • Not anticipating impacting native birds due to the lack of habitat in the area • Possibly include this as a consent condition or include in the management plan rather than a bird MP. • Andrew - Plan for birds that relocate with the draining of wetlands. Regular occurrence during peak building periods	
10	• Rebecca - Management plan to deal with fauna so potentially a review course where appropriate	
11	• Meeting is an opportunity to touch base pre—Xmas • Draft investigation to be complete around February. • Arrange a follow up consultation meeting to further understand management approach. Acknowledging the lack of technical material in todays meeting	

Stella Quigley

From: Chad Croft [REDACTED]
Sent: Thursday, 20 August 2026 10:34 am
To: permissions
Cc: Rebecca Bodley; Briar Belgrave; Graham Ussher
Subject: WAA Application-Brymer Farms
Attachments: Brymer_Farms_WAA_Application_Form9_Complete_20260820.pdf; ES_LMP_Brymer_Farms_v0_20260814.pdf; Attachment E1.0 Iwi Engagement.pdf; Attachment B3.1 Brymer Farms - lizard release waiwhakareke.jpg; Attachment D - qualifications.pdf

Hi,

Please see the attached application to complete lizard salvage and relocations for the proposed Brymer Farms development located in Hamilton.

Attached is:

- The completed WAA Application form 9. Including Appendix 1 – Incidental Killing of Wildlife Section A
- Attachment B3.1 - Proposed release site.
- Attachment D - Herpetologist qualifications.
- Attachment E1.0 - Consultation with Iwi.
- Lizard Management Plan – Including Sec. 4.3 - Principles of Lizard Salvage

Ecological Solutions are the Ecology team acting on behalf of the applicant (Brymer Farms Limited). We are trying to progress this application as promptly as we can, if there is any other way we can assist or further information you require, please don't hesitate to contact me.

Ngā mihi

Chad Croft

EcoLogical Solutions Ltd.

195 Main Highway, Ellerslie, Auckland

m: [REDACTED]

e: [REDACTED]

ecoLogical Solutions
Environmental Consultants

Freshwater Solutions and The Ecology Company have merged and rebranded to form ecoLogical Solutions.

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This email may contain information that is confidential or legally privileged. If you have received it by mistake, please:

- (1) reply promptly to that effect, and remove this email and the reply from your system;
- (2) do not act on this email in any other way. Thank you

DOC Wildlife Authority Application

Attachment D – personnel and qualifications

Graham Ussher (RMA Ecology Ltd owner; principal ecologist):

- 30 years experience surveying reptiles and frogs in NZ, including for DOC, Councils and commercial developers.
- Qualifications: PhD (conservation ecology) University of Auckland.
- Affiliations/ membership: SRARNZ, NZ Eco Society, EIANZ.

Previous Authorities held

- Auckland Region: DOC file ref NHS 02-28-03; Permit number AK-13724 FAU; and DOC permit 37031 FAU NHS-12-03; DOC permit 47967 FAU, and 78350- FAU. Current regional Authority for Auckland is 101814- FAU.
- Wellington/ Nelson Region: survey only 91417-FAU (expired) and 117824-FAU (current)
- Wellington salvage: 91371-FAU
- Tasman salvage: 97668-FAU
- Mt Cass windfarm: multi-programme salvage: 81670-FAU and 86276-FAU
- Mackenzie Basin survey: 91677-FAU

Experience summary: Project manager & field lead for tuatara translocations to Whale Island (1996), Tiritiri Matangi (2003) and Motuihe Islands (2012). Lizard island surveyor (on contract) for DOC Auckland (1993 – 2000) undertaking spotlight, pitfall, ACO surveys of rare and threatened lizards on Mercury Islands, Alderman Islands, Hen & Chickens Islands and other outer Hauraki Gulf islands. Undertook lizard surveys in Otago, Canterbury (Mt Cass wind farm) and MacKenzie Basin sites for windfarm and irrigation projects during 2003-2007.

Currently managing major lizard survey, salvage, relocation, post-release monitoring and research programmes at sites in Christchurch (Mt Cass wind farm) and Wellington (various land development projects).

Graham has undertaken approx. 70 other survey, salvage, rescue/relocations on private property from 2007 – 2025.

Graham has prepared more than 30 lizard management plans for consented development projects and has undertaken salvage works for most of those (some consented developments have not gone ahead).

Names and contact details of iwi and hapū representatives

- Jo Kukutai – Ngaati Maahanga
 - [REDACTED]
- Kahurimu Flavell – Waikato Tainui
 - [REDACTED]

Summary of Engagement

Initially, the Applicant intended to seek the Wildlife Authority Approval (WAA) through the Fast-Track consenting process. As a result, engagement relating to this matter was undertaken as part of the broader consultation and engagement programme for the Brymer Fast-Track application.

During the preparation of the substantive application, a decision was made to pursue the WAA through the standard business-as-usual process, separate from the Fast-Track application. Accordingly, the engagement already undertaken remained relevant to the proposal and has informed the application.

An overview of the correspondence and engagement with mana whenua is provided in the table below.

Method	Date	Attendees	Purpose / Discussion
Hui	3-Sep-25	Fraser McNutt – B&A Jo Kukutai – Ngaati Maahanga	Overview of the Brymer project including timing, scope of the application and the potential servicing e.g. connect into the HCC network for infrastructure. Confirmed would be seeking a water take from the Waikato River via the reticulated network.
Email	15-Sep-25	N/A	Confirming offer of service for Ngaati Maahanga to prepare the Cultural Values Assessment (CVA) for the Brymer project.
Hui	23-Sep-25	Fraser McNutt – B&A Sam Le Heron – B&A Jay Naidoo – Pragma Jo Kukutai – Ngaati Maahanga	Update on Brymer project, programme of works for the substantive application, lodgement timeframes. Discussion on how Ngaati Maahanga would like the applicant and project team to work with them. Discussion on what information Ngaati Maahanga required to prepared the CVA.
Hui	7-Nov-25	Fraser McNutt – B&A Dean Morris – Maven Clare Houlbrooke – WGA	Progress update on Brymer substantive application.

		Kahurimu Flavell – Waikato Tainui Jo Kukutai – Ngaati Maahanga Wayne Te Kerei Harris – Pouwhenua Norm Hill – Te Hira Orrin Kapua – Ngati Apakura Bradley Menzies - Ngaati Haua Sonny Matenga - Ngaati Tamainupoo Harry Wilson – Ngaati Koroki Kahukura	
Hui	18-Dec-25	Fraser McNutt – B&A Jo Kukutai – Ngaati Maahanga	General project catch up to discuss progress and timing. Discussion on preparation of CVA.
Email	19-Feb-26	B&A	Email from Ngaati Maahanga to B&A confirming that the team was back working following Christmas holidays and request to meet on the CVA. Draft CVA was attached for B&A and the applicant to review.
Email	20-May-26	Jo Kukutai – Ngaati Maahanga	B&A provided Ngaati Maahanga feedback on the draft CIA for Brymer. Offered the chance to meet to discuss feedback.
Email and MOU	5-Jun-26	Jo Kukutai – Ngaati Maahanga	Signed MOU between Ngaati Maahanga and Brymer Farms Limited. The MOU establishes a framework for ongoing engagement, collaboration, and mutual understanding between Ngaa Uri o Maahanga Trust Board and Brymer Farms Limited regarding the Brymer Farms development project.
Email	18-Aug-26	Jo Kukutai – Ngaati Maahanga	Provide Ngaati Maahanga and Waikato Tainui a copy of the draft bats, fish and

		Kahurimu Flavell – Waikato Tainui	lizard management plans for review and feedback.
Email	18-Aug-26	Jo Kukutai – Ngaati Maahanga	Ngaati Maahanga response to the management plans. Agreement from Ngaati Maahanga that the lizards (makomako) could be relocated to Lake Waiwhakareke

Stella Quigley

From: Jo Kukutai [REDACTED]
Sent: Tuesday, 18 August 2026 5:41 pm
To: Fraser McNutt
Cc: Sanjil Mistry; Briar Belgrave; Kahurimu Flavell; Pepa Anderson
Subject: Re: Brymer Farms MOU

Kia ora Fraser,

Ngaati Maahanga agree that the lizards (makomako) could be relocated to Lake Waiwhakareke because of the short distance that they would need to be transported conditional on the habitat at Waiwhakareke supporting the makomako to thrive once they are relocated. As mana whenua, Pepa and I want to ensure that the makomako would be cared for and monitored after they have been relocated, to ensure their success in their new Kainga.

Ngaa mihi,
Jo

On Tue, 18 Aug 2026 at 10:00, Fraser McNutt [REDACTED] wrote:

Kia ora Jo

A friendly reminder that we intend to lodge the substantive Brymer Farms application, which will include your CIA as an attachment.

Part of the application addresses the management of flora and fauna, particularly lizard management. We are applying for the relevant Wildlife Authority in tandem with the application and have completed preliminary reporting and management plans through our ecologists, which I have attached for your reference.

As I think is already clear from our previous discussions, our intention is that any lizards encountered and requiring relocation would be released into the Lake Waiwhakareke habitat, which is soon to be protected by a pest-proof fence.

Our key question is whether this approach, and Lake Waiwhakareke as the proposed release location, is acceptable to you.

We would also be very happy to receive any other feedback you may have on the attached management plans or the proposed approach more generally.

Ngā mihi | Kind regards,

FRASER MCNUTT
Partner/Waikato Manager (MNZPI)



PO Box 9342,
Waikato Mail Centre, Hamilton 3240
[298 Victoria Street](#), Hamilton 3204

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From: Jo Kukutai

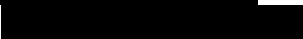


Sent: Monday, 8 June 2026 8:40 pm

To: Sanjil Mistry



Cc: Fraser McNutt



Subject: Re: Brymer Farms MOU

Kia ora Sanjil,

I am well and hope you are also. Here is the signed MOU as requested. Everything else has been sent to Fraser.

Ngāa mihi,

Jo

On Mon, Jun 8, 2026 at 5:25 PM Sanjil Mistry



wrote:

Kia ora Jo

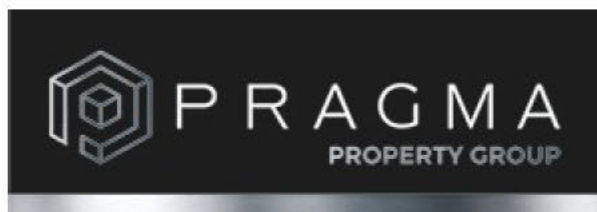
Hope your well. Can you please get the final paperwork to Fraser as soon as he needs it please. I believe final reports will be circulating soon.

Nga Mihi

Sanjil

Sanjil Mistry

Director



Pragma

[101 Greenwood St](#)

P.O. Box 5264

Hamilton

New Zealand

Cell: [REDACTED]

Email: [REDACTED]

From: Jo Kukutai [REDACTED]

Sent: Friday, June 5, 2026 9:13 AM

To: Fraser McNutt [REDACTED]

Cc: Sanjil Mistry [REDACTED]

Subject: Re: Brymer Farms MOU

Caution: External message. Be cautious with links and attachments. Verify the sender or check with IT.

Kia ora koorua,

Thanks for this.

Ngaa mihi,

Jo

On Fri, 5 Jun 2026 at 09:12, Fraser McNutt [REDACTED] wrote:

Signed for your records Jo.

Talk soon.

Ngā mihi | Kind regards,

FRASER MCNUTT
Partner/Waikato Manager (MNZPI)



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Urban & Environmental



PO Box 9342,
Waikato Mail Centre, Hamilton 3240
[298 Victoria Street](#), Hamilton 3204

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and we request you delete it and contact us at once by return email.

From: Jo Kukutai [REDACTED]
Sent: Thursday, 4 June 2026 11:47 pm
To: Fraser McNutt [REDACTED]
Subject: Brymer Farms MOU

Kia ora anoo Fraser,

Following completion of the CIA process, Ngaati Maahanga have prepared a project-specific Memorandum of Understanding between Ngāa Uri o Maahanga Trust Board and Brymer Farms Ltd. Please find the attached MOU draft. If agreeable, I have signed it in humble anticipation.

Ngāa mihi,

Jo



Wildlife Act Authority (General)

Application form 9

This application form is only for the following activities involving any animal protected under the Wildlife Act 1953 (which does not include marine mammals)

Catch, handle, release wildlife at one site

- Hunt, disturb, kill or catch alive protected wildlife that are causing damage (under section 54 of the Wildlife Act 1953)
- Catch and/or hold wildlife for rehabilitation – up to 3 months
- Hold wildlife in permanent captivity, if already held in captivity



Using this application form

Completing the application



Save – You can save this application form to your digital device and edit or complete it in your own time.



Fill – You can fill this application digitally using Microsoft word. If possible, we prefer you completed it this way, as it helps us process your initial application faster.



Print – You can print this application form and fill it manually, then scan it, or you can complete it digitally, then print it.



Submit – Either a hard copy at your local DOC District Office, or



Email – (Preferably) email your application and all the required labelled attachments to:
permissions@doc.govt.nz



Important – Failure to complete this application form correctly may result in your application being returned to you seeking more information, which may extend the time it takes the Department of Conservation to process your application, or it may result in your application being declined. If you need help completing your application, please [contact your local DOC office](#), or email permissions@doc.govt.nz

! Application checklist



Have you included labelled attachments as required for your activities (including reports, maps, testimonials, and consultation documentation)?

Ensure these are attached/submitted with your application (see Section B: Activity, for more information).



Have you read the section regarding liability of the applicant for payment of fees?



Have you ensured you have any other necessary consents required (e.g., RMA consent)?



Have you signed your application (digitally or manually)?

Navigation



Hints – Use the links through the hints column on the right hand side of the application form

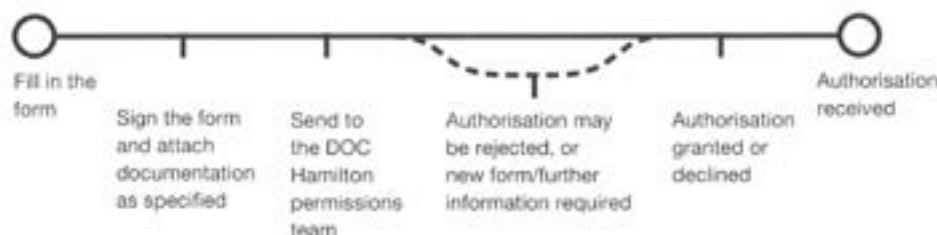


Scroll – Simply use your mouse or keyboard arrows to scroll through the document page-by-page.

Before you start

All efforts in putting together a detailed application are greatly appreciated and will allow the Department to effectively and efficiently process your application.

Process



Before Submitting

Before submitting your application, please ensure you have prepared the appropriate supplementary documentation if required, and named them accordingly:

- ☒ Species Management Plan*
- ☐ Attachment Project Background/Research Proposal
- ☐ Attachment Supplementary Information Attachment
- ☐ Proposed Location
- ☐ Attachment Restricted Lands
- ☐ Attachment Proposed Wildlife
- ☐ Attachment Maps of land
- ☒ Attachment Skills and Experience
- ☐ Attachment Iwi Engagement
- ☐ Attachment Other Consultation
- ☐ Photos of enclosures

SUBMIT via permissions@doc.govt.nz

! Please take the timeframes below into consideration when submitting your application.

! An application is deemed complete when all information requested has been received.

! Any amendments requested after lodgement may require a Form 9a variation application to be completed resulting in a delay of processing of your application.

! Please see also the [fees](#) section.

*Please note that if your activity requires a species management plan and you do not supply one, your application will not be accepted and will be returned to you. If you are unsure if one is required, please enquire at permissionsupdates@doc.govt.nz

Section A | Applicant details

Full name of person to hold the Authority (registered company, institute, organisation, or individual)

Brymer Farms LTD

Legal status of applicant:

☐ Individual

☐ Trust

☒ Registered company

☐ Research institute

Other (specify)

! Please attach a copy of Trust Deed

Registration number (if company, trust or incorporated society)

8162506

Trading name (if different from applicant name)

Any previous Authorisations held? ☐ Yes ☒ No

If yes, please provide Authority number

If yes, have you completed the reporting requirements under that Authority? Note: your application will not be accepted and returned to you if not completed.

☐ Yes ☐ No

Postal address

Street address (if different from postal)

! You must provide a New Zealand address for service.

Registered office of company or incorporated society (if applicable)

Phone

Website

Contact person and role
Graham Ussher, Project Herpetologist.
Elliot Donaldson, Brymer Farms Limited

Phone

Mobile

Graham Ussher

Elliot Donaldson

Email

! Please fill these three fields for your company contact person or if you are applying as an individual.

Section B | Activities

1. Purpose

Please select or specify the purpose of the activity.

- | | |
|---|--|
| ☐ Traditional/cultural use | ☒ Salvage* (including Species Management Plan) |
| ☒ Species management | ☐ Education |
| ☐ Rehabilitation of sick/injured animals | ☐ Museum display/collection |
| ☐ Research | Other: <div style="border: 1px solid black; width: 150px; height: 40px; display: inline-block;"></div> |
| ☒ Incidental killing* | |

*if ticked you must fill out Appendix 1

2. Research/species management project description.

If the activity is research or species management, then please specify the purpose of the research or management activity.

Please provide a summary in plain English (100 words or less) here and include project objectives:

Brymer Farms Limited are seeking approval via a fast-track application for a proposed development, known as Brymer Farms in Hamilton west. A habitat assessment of the development footprint and database search of the surrounding area found that the native copper skink (*Oligosoma aeneum*) and ornate skink (*Oligosoma ornatum*) both At Risk-Declining are potentially present at the site. The purpose of this application is to gain authority from DOC to salvage lizard populations across habitat types that support copper and ornate skinks within the development footprint. A Lizard Management Plan is attached.

2.1 What are the protective benefits of your Activity and how is the Activity consistent with the purpose and objectives of the Wildlife Act (i.e. Protection or Control of Wildlife)

The purpose of lizard management is to minimise adverse effects on lizards during construction and operation. This will be achieved through the following objectives:

- Capture and relocation of indigenous lizards from identified lizard habitat areas to be affected by vegetation clearance.
- Enhance/augment lizard habitat within the release site through the construction of an artificial refuge (e.g., eco-stack/ piles of logs/branches/stones) for every lizard captured and released.
- Implement predator control within the release area for a minimum period of five years after release.



Please note that if your activity requires a species management plan and you do not supply one, your application will not be accepted and will be returned to you. If you are unsure if one is required, please enquire at permissionsupdates@doc.govt.nz



If you need more room, attach a copy of your project proposal to this form and label it Project Background.



Wildlife Act 1953



Section B (continued) | Activities

3. Species name and threat classification

Please list the common and scientific name/s and threat classification of all protected species for which the authorisation is sought.

Common name	Scientific name	NZ threat classification
1. Copper Skink	1. <i>Oligosoma aeneum</i>	1. At Risk - Declining
2. Ornate Skink	2. <i>Oligosoma ornatum</i>	2. At Risk - Declining
3.	3.	3.
4.	4.	4.
5.	5.	5.

! "NZTC list" means the most recent officially published list for any taxonomic group developed using the New Zealand Threat Classification System Manual by Townsend, et. al. (2008), or any successor document. To view the list, visit [our website](#).

4. Activities

4.1. Actions

Please select all the actions that are applicable to the activity you wish to carry out involving wildlife on and/or off public conservation land.

- | | |
|---|---|
| ☒ Catch and handle wildlife on site | ☐ Transfer captive wildlife from one holding facility to another holding facility |
| ☐ Take samples from wildlife | ☒ Kill wildlife |
| ☐ Take or destroy the eggs of wildlife | ☐ Hunt, disturb, kill or catch alive protected wildlife that are causing damage (under section 54 of the Wildlife Act 1953) |
| ☐ Attach identification bands to wildlife | |
| ☐ Mark – tag or attach other scientific apparatus (except bands) to wildlife | Other: <input type="text"/> |
| ☐ Mark in any way – paint, twink, shaving, toe clipping etc. | |
| ☐ Catch and temporarily hold wildlife in captivity (less than 3 months) | |

Section B (continued) | Activities

4.2. Is Animal Ethics approval required?

☐

Yes

☒

No

☐

Don't know



If yes, please attach evidence of Animal Ethics Approval

5. Authorisation term and activity timeframes

5.1. Authorisation term

Authorisations will be granted for a limited term. Please specify the start and end dates you would like your proposed authorisation to cover and explain why this term is sought. e.g. 'July 2015 – March 2015' or 'from date of issue for 5 years.'

Term:

From date of issue for 5 years.

Reason e.g. If an activity has a firm start date, please provide a detailed explanation as to why:

A duration of 5 years will cover the possible eventuality of habitat clearance being delayed due to delays in obtaining fast track approval, or other potential delays to on site works.

6. Number to be caught, held or killed

Where possible, please state:

The target number of individuals of each species of protected wildlife to be caught, held or killed and what proportion of the local and global species population you estimate would be affected by your activity.

Species

of individuals

Proportion/population

1. *Oligosoma aeneum*

<20

<0.1%

2. *Oligosoma ornatum*

<20

<0.1%

3.



If your application is not to catch, hold or kill a live animal (i.e. you are applying to hold specimens), please go to Question 11.



Section B (continued) | Activities

7. Method/s of capture

Please describe the methods to be used to safely, efficiently and humanely catch, hold or kill the animals and identify relevant animal ethics processes.

The approach to lizard management will follow the principles set out by the Department of Conservation for lizard salvage and transfer in New Zealand (DOC 2019). Methods used will include: pre-vegetation clearance systematic searches, machine assisted searches as a contingency measure, and use of temporary containment boxes with local vegetation and water mist for holding during relocation.

Full details of these methods are found in the attached Lizard Management Plan

8. Samples to be collected

8.1. Samples, amounts, methods

Please list exactly what samples are to be taken (e.g. blood, DNA, feathers, etc) and the methods/s to be used, including amounts to be taken (if known).

Sample	Method	Amount
1. None		
2.		
3.		

8.2. Purpose

Please state the purpose for which the samples would be taken (e.g. taxonomy, genetic analysis, disease screening) and if they will be sent overseas.

N/A

Sending overseas?

☐ Yes ☒ No

8.3. Samples for genetic modification

If you will be taking samples for genetic modification, please attach your Environmental Risk Management Authority (ERMA) application and label it attachment B6.2.3.

! If no samples are to be collected, please go to [Question 9](#).

! If you answer **Yes** to sending samples overseas, please download and complete Form9f see [Application forms: Apply for permits](#)

Section B (continued) | Activities

9. Marking, banding, tagging

9.1. Banding

Are you requesting to band wildlife?

☐

Yes

☒

No

9.2. Other marking

If you are proposing to mark wildlife with any other mark than a band, please describe the type of marking and details of the method to be used to attach it to ensure the animals' health and safety e.g. transmitters, transponders, paint, twink, toe clipping etc.

Mark/tag to be fitted

None

Method

--



Radio transmitter frequencies 160.6 MHz to 161.11 MHz (channels 48-99) must not be operated unless the Authority Holder is in possession of a separate sub-licence issued by the Department of Conservation



Use [DOC Maps](#) to view Conservation Land.



Wildlife Act Consents may apply to private land and public conservation land. If the location is private land, you will also need the consent of the landowner, or other appropriate access legislation (e.g., The Public Works Act 1981).

10. Proposed activity site(s)

Indicate what land your proposed activity includes:

☐

Public Conservation Land (PCL)

☒

Land not managed by the Department

☐

A mix of PCL and land not managed by DOC

Note: If a nature reserve, scientific reserve, government purpose reserve, national park, wildlife sanctuary or wildlife refuge, you may need a separate entry permit. Speak to your local District Office for advice.

10.1. Activity site

Clearly identify the location/s in which your project will be carried out and why the locations/s are the best option. For all sites, include a map and GPS co-ordinates. Attach your map(s) and label them attachment B3.1 Proposed Location.

Project site is located at: 5815698.4,1795349.8 (NZTMM) in Hamilton west. If the project is consented, vegetation loss will occur here, making this the best site to salvage lizards from. The release site is less than 1km away and is planned to be protected via a predator proof fence and ongoing pest control, as laid out in the Lizard Management Plan. Map including the Lizard Release Site is attached.

Section B (continued) | Activities

10.2. Why these locations?

Clearly state why these locations/s are the best option.

The Site is the location of a proposed development and lizard salvage is required to mitigate impacts upon lizards and their populations. The release site is a nearby area of similar (or better) habitat at Waiwhakareke Natural Heritage Park. The area is also proposed for habitat enhancement, via the construction of eco-stacks, habitat protection via the construction of a predator proof fence, and is a site of ongoing pest control maintained by Hamilton City Council.

11. Captive

Please answer if the live animal/s; specimen/s; or sample/s is to be obtained from another authorised wildlife holder, who has an authorisation to hold the species in captivity or the specimen/sample. Fill in the following information of the person **from** whom the animal/specimen/sample will be obtained.

Name

N/A

Address

N/A

DOC authorisation number

N/A

Expiry Date (dd/mm/yyyy)

! If you are intending to receive animals from another authorised holder, ensure they have an authorisation to transfer.

11.1. Holding live animals

Please fill in this section if you currently hold animals in captivity and wish to continue doing so; or you wish to receive animals held in captivity at another facility; or you wish to hold animals for less than 3 months for rehabilitation.

11.2. Captive management programme

Are you part of a co-ordinated captive management programme for the species?

☐ Yes

☒ No

If yes, please state the name of the DOC captive co-ordinator and whether they support this application.

Co-ordinator's name

N/A

! Please attach written proof of their support and label it attachment B10.4

Supports application?

☐ Yes

☐ No

Section B (continued) | Activities

11.3. Holding site

Provide a detailed description of the holding facility/cage including dimensions.

Holding site address:

N/A

Description of facility/cage

N/A

Note: Please attach photos as an attachment and number the attachment accordingly.

! The applicant must meet the requirements of the DOC Captive Management SOP and the facility must meet the requirements of the husbandry manual for the species, where one exists.

! If your activity involves holding protected wildlife in captivity there are some extra requirements you must fulfil. See [holding wildlife](#).

12. Management of effects

Please list all actual and potential adverse (or positive) effects of the proposed activity at the site, including effects on the target species, other indigenous species and the ecosystems at the site. Where adverse effects are identified please state what methods will be used to manage those effects.

! If you are applying to hold specimens or parts of them, or you are applying to hold wildlife already in captivity, you do not need to answer this question.

Effect	Management method
Stress to animals	Minimise handling and stress as much as possible.
Injury	Lizard capture/supervision by skilled herpetologists.
Incidental killing	Relocation described in LMP attached.

Section C | Applicant skills and experience

Please provide relevant information relating to your ability to carry out the proposed activity (e.g. details of previous authorisations, membership of professional organisations and relevant qualifications and experience). List full names of all individuals who will be involved in the activity.



Please attach details and label as Attachment D.

All individuals involved in activity

Full Names

Dr Graham Ussher (RMA Ecology Ltd director; 30 years' herpetology experience - commercial, scientific). (CV Attachment D).

Elliot Donaldson - Brymer Farms Limited

Has the applicant or any company directors, trustees, partners, or anyone involved with the application been convicted of any offence?

☐ Yes

☒ No

If yes please provide details:

Does the Applicant or any of the company directors, trustees, partners, or anyone involved with the Application have any current criminal charges pending before the court?

☐ Yes

☒ No

If yes please provide details:

Section D | Engagement

DOC has a responsibility to give effect to the principles of the Treaty of Waitangi (Treaty) in all the work we do. DOC engages with whānau, hapū and iwi to make informed decisions. We actively encourage you to engage directly with local iwi/hapū, prior to applying, and build ongoing relationships.

Please attach proof of all engagement e.g., email communications or project planning meeting minutes, include a list names and contact details of iwi/hapū reps you have contacted, and label as Attachment E1.0 'Iwi Engagement'.

Engagement has been undertaken with Waikato-Tainui and Ngaati Maahanga as the relevant iwi and hapū for the Brymer site. This engagement has been ongoing for approximately 18 months through the concurrent Fast-track application and has included emails, phone calls, in-person hui and site visits. Draft management plans relevant to the WAA were also provided to mana whenua for review and comment. While the Fast-track is a separate process, Ngaati Maahanga has prepared a Cultural Impact Assessment for the Brymer site and entered into an MOU with Brymer Farms Limited in relation to ecological matters. Refer to Attachment E1.0 – Iwi Engagement.

Please provide the names and details of any other supporting information, expert views, advice or opinions obtained here. Please attach those additional written expert views, advice or opinions concerning your proposal to support the application and label them Attachment E2.0 'Other Consultation'

! If you are unsure of any consultation requirements for your proposal, please see the [iwi consultation section](#) or contact your local DOC Partnerships office to discuss what is required.



Section E | Fees

Please note

This section only applies to applications with a commercial focus – which will include applications from registered companies. The Department does not charge fees for non-commercial Wildlife Act authorisations.

Processing fees

Section 60B of the Conservation Act contains the statutory provisions regarding processing fees.

The Department recovers all direct and indirect costs to process an application from applicants regardless of whether the application is approved or declined. If at any stage an application is withdrawn, the Department will invoice the applicant for the costs incurred by the Department up to that point.

You may be required to pay a processing fee for this application regardless of whether your application is granted or not. You may request an estimate of the processing fees for your application. If you request an estimate, DOC may require you to pay the reasonable costs of the estimate prior to it being prepared. DOC will not process your application until the estimate has been provided to you. The processing fees are detailed on the DOC website: <https://www.doc.govt.nz/get-involved/apply-for-permits/interacting-with-wildlife/>

DOC will invoice your processing fees after your application has been considered. If your application is large or complex, DOC may undertake billing at intervals periodically during processing until a decision is made. If you withdraw your application, DOC will invoice you for the costs incurred up to the point of your withdrawal.

Your application will set up a credit account with DOC. See the checklist below for the terms and conditions you need to accept for a DOC credit account.

Particularly complex applications may incur further costs – you will be sent an estimate of costs in this situation. We will contact you to advise if the fee is more than the estimated standard cost. Applicants are also entitled to request an estimate of costs at any point, but the Department may impose a charge for preparing such an estimate. Estimates are not binding.

Paying fees

The Department will ordinarily invoice the applicant for processing fees after a decision has been made on the application, but in some cases interim invoices will be issued.

Please select your method of payment below.

☐ I have direct credited the DOC account

Please use the Applicant name and permission number (which the permissions team will give to you) as the references.

Department of Conservation
Westpac Bank
Account number: 03 0049 0002808 00

☒ I do not intend to pay the fees at the time of applying and/or I require an invoice for payment

☐ I have a purchase order/number from an organisation registered with DOC

! If you are making an application for non-commercial activity, [proceed to declaration](#).

! Applicants are required to pay the processing fees within 28 days of receiving an invoice. The Director-General is entitled to recover any unpaid fees as a debt.

! If you are applying from outside New Zealand we can process a credit card payment – please contact us to request this procedure.

Section E (continued) | Fees

Fee waivers and reductions

The Director-General has discretion to reduce or waive processing fees. You may apply for a fee waiver or reduction if you can provide information to the permissions team about how your application meets at least one of the following criteria.

- The activity will make a direct contribution to management
- There will be other non-commercial public benefits from the activities covered by the authorisation (if approved)
- Activity covered by the authorisation (other than research, collection or educational activities) will make a contribution to the management of, or the public interest in, the lands that are covered by the authorisation

The Department may obtain further information either from the applicant or from any other relevant source in order to process the application. The applicant will be advised of any information obtained from other sources. The cost of obtaining such information will be charged to and recovered from the applicant. The applicant will be informed as soon as practicable from receipt of the application if further information is required before this application form can be fully processed by the Department.

☐ Do you intend to apply for a fee waiver?

Note: if the waiver is declined, you will be charged the cost of processing this request.

Terms and conditions: Account with the Department of Conservation

Have you held an account with the Department before?

☐ Yes

☒ No

If yes, under what name?

Terms and conditions: Account with the Department of Conservation

1. I/We agree that the Department of Conservation can provide my details to the Department's Credit Checking Agency to enable it to conduct a full credit check.
2. I/We agree that any change which affects the trading address, legal entity, structure of management or control of the applicant's company (as detailed in this application) will be notified in writing to the Department of Conservation within 7 days of that change becoming effective.
3. I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice.
4. I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date.
5. I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account.
6. I/We agree that the credit account provided by the Department of Conservation may be withdrawn by the Department of Conservation, if any terms and conditions of the credit account are not met.
7. I/We agree that the Department of Conservation can provide my details to the Department's Debt Collection Agency in the event of non-payment of payable fees.



Section E (continued) | Fees

Additional Fees

You may also be required to pay additional fees. These may include:

- Annual management fee to cover administration time; and/or
- Monitoring fee to cover the cost of monitoring the effects of your activity.

! Please [contact the Permissions team](#) to discuss whether these fees apply.

Section F | Declaration

I certify that the information provided on this application form and all attached additional forms and information is to the best of my knowledge true and correct.

Signature (applicant)



Date (dd/mm/yyyy)

18/8/2026

! An Authorisation may be varied or revoked if the information given in this application contains inaccuracies.

8162506

This application is made pursuant to Section/s 41(1)(g), 53; 54; 55; and/or 56 of the Wildlife Act 1953 [and (where applicable) Section/s 22; 49; 50; 51; 57; and/or 59 of the Reserves Act 1977; and/or Section/s 5; 13; 14(3) of the National Parks Act 1980; and/or 38 of the Conservation Act].

Applicants should familiarise themselves with the relevant provisions of the Wildlife Act 1953, the Conservation Act 1987, the Reserves Act 1977 and the National Parks Act 1980 relating to authorisations.

The purpose of collecting this information is to enable the Department to process your application. The Department will not use this information for any reason not related to that purpose.

Applicants should be aware that provisions of the Official Information Act may require that some or all information in this application be publicly released.

Appendix 1 – Incidental killing of wildlife

When to fill out this appendix?

Fill out this appendix if you have ticked the box in form 9 to apply to salvage or incidentally kill wildlife. The killing of wildlife is incidental if it is not directly intended but is unavoidable and foreseeable when carrying out an otherwise lawful activity.

If you require more room to answer a question, submit that information as an attachment.

What is incidental killing?

Incidental killing of wildlife is defined as the killing that is unavoidable and foreseeable as a consequence of undertaking another lawful activity. It is not the same as accidental killing, which is killing that is not foreseeable.

Why does DOC ask for this information?

Amendments to the Wildlife Act were made in 2025 to include considerations for DOC to determine if granting an authorisation to incidentally kill wildlife is consistent with protecting wildlife. In determining whether granting an authority to incidentally kill wildlife would be consistent with wildlife protection, DOC will consider whether the overall effect of granting the authority would be consistent with protecting wildlife populations as well as individual animals.

DOC will assess your application based on the information you have provided in the application form and any attachments. It's important that you submit a complete application with all the information that DOC requires to decide on your application. The more information you provide DOC, the quicker we will be able to reach a decision. If you have not provided DOC with sufficient information to make an informed decision, your application may be declined.

Resource consents

If you have obtained a resource consent (or are in the process of obtaining one), please attach your resource consent when lodging an application. This will ensure that DOC is aware of any other conditions you must comply with when including conditions on an authority.

Appendix 1 – Section A

1. Please provide detailed information as to how you have identified the likely presence of wildlife, including which species, that may be affected by your activities.

Native skinks were observed during field assessments by ecologists but could not be identified. The DOC Herpetofauna Database records indicate that copper skink (*Oligosoma aeneum*) have been found in close proximity to the site and habitat on the site is consistent with habitats used by copper skink and ornate skink (*Oligosoma ornatum*) more broadly in the Waikato rural lowlands region.

There is no habitat on the site that could support other species of ground dwelling lizard, or arboreal lizards, especially given the rural farming history of the site, the complete removal of the original vegetation cover, and the absence of systematic pest animal control over the site.

2. Please describe actions that you will take to avoid wildlife being harmed or killed as a result of your activities?

A DOC authorised herpetologist and suitably qualified assistant ecologist(s) will undertake targeted search and salvage campaigns prior to and during vegetation clearance. Vegetation clearance within lizard habitat areas, and therefore lizard search and salvage campaigns, are to be undertaken between October and April inclusive. The search and salvage campaigns will be undertaken in two phases.

Phase 1: Pre-vegetation clearance systematic manual habitat searches, use of artificial cover objects and a live capture and relocation programme.

Phase 2: Within Phase 1 areas where native lizards are detected, machine assisted destructive search (vegetation clearance supervision).

All lizards will be placed in a temporary containment box, which will be filled with local vegetation matter and leaf litter, and misted with water. Lizards will only be held temporarily for the period of the active searches or retreat inspections, or in all cases less than two hours, after which the lizards will be transported to and released at the approved relocation site.

3. Please explain why some wildlife deaths will be unavoidable as a result of your activities, even if you take the steps outlined above to avoid this.

Complete avoidance of actual or potential adverse effects on indigenous lizards and their habitats cannot be achieved due to the proposed extent of the project design and the practical difficulty of searching for and capturing lizards at low densities.

4. Please provide information on regional threat status of wildlife species that could be affected by your activities (if you have this information available).

To our knowledge, neither copper skink or ornate skink have specific threat statuses within the Waikato Region.

5. Please provide detailed information on what you will do to avoid, minimise, mitigate, or offset harm to any wildlife populations that could be affected by your activities.

This information should be provided in your species management plan and copied into this application form.

Managing adverse effects will involve the implementation of a lizard salvage and relocation campaign in accordance with a Wildlife Act Authorisation, combined with release site habitat enhancement and augmentation as a means of providing additional resources for released and resident indigenous lizards.

Artificial lizard refugia habitat will be constructed within the release area (Waiwhakareke Natural Heritage Park) using coarse wood debris/log piles to create 'eco-stacks'. Eco-stacks are designed to provide adequate refuge habitat and thermal protection for released lizards. Eco-stacks will be created under the supervision of a suitably qualified herpetologist and at a ratio of one eco-stack for every 1 lizards released. Five artificial refuge(s) are to be constructed in advance of lizard salvage, with any additional refuge required to be established concurrently with lizard release.

Predator control across the entire release site is ongoing and managed by Hamilton City Council, and a predator proof fence is proposed to be built on site.

6. Please provide detailed information on what you will do to avoid harming individual animals (of protected wildlife) as well as any actions to minimise, mitigate, or offset harm to these animals. If you have already described this in previous questions, you may refer to that here.

This information should be provided in your species management plan and copied into this application form.

All lizards found during salvage will only be handled by approved and qualified personnel, and will be placed in a temporary containment box, which will be filled with local vegetation matter and leaf litter and misted with water. Lizards will only be held temporarily for the period of the active searches or retreat inspections, or in all cases less than two hours, after which the lizards will be transported to and released at the approved relocation site.

7. What conditions are you proposing to include in your application to avoid, minimise, or mitigate harm to wildlife?

Note: These could include actions that you have previously identified (e.g. to avoid harming wildlife), conditions that form part of resource consents, or any other conditions.

If any of these conditions form part of existing resource consents, please clearly identify this here.

As well as the capture, handling and pest control measures outlined above, the release site for lizards is protected from future development, due to its status as a Natural Heritage Park.

8. Please describe how you intend to comply with the conditions you have proposed or have been imposed in your resource consent (where applicable).

As professional herpetologists, we will implement the Lizard management Plan and other requirements to the best of our abilities.

The Lizard Management Plan has standards laid out that must be followed and should be given effect in consent conditions. Reporting of the salvage, and preparation of an ARDS card for DOC also ensure quality is maintained, and the salvage/ relocation is subject to independent scrutiny. Council's ecologist usually reviews the salvage report to ensure that compliance with conditions and/or LMP has been achieved.

9. If your application includes the salvaging of lizards, please describe how your application addresses the 9 principles of salvage.¹

Please see response to question 9, in section 4.3 of the attached LMP.

¹ [Key principles for lizard salvage and transfer in New Zealand](#)

DOC Wildlife Authority Application

Attachment D – personnel and qualifications

Graham Ussher (RMA Ecology Ltd owner; principal ecologist):

- 30 years experience surveying reptiles and frogs in NZ, including for DOC, Councils and commercial developers.
- Qualifications: PhD (conservation ecology) University of Auckland.
- Affiliations/ membership: SRARNZ, NZ Eco Society, EIANZ.

Previous Authorities held

- Auckland Region: DOC file ref NHS 02-28-03; Permit number AK-13724 FAU; and DOC permit 37031 FAU NHS-12-03; DOC permit 47967 FAU, and 78350- FAU. Current regional Authority for Auckland is 101814- FAU.
- Wellington/ Nelson Region: survey only 91417-FAU (expired) and 117824-FAU (current)
- Wellington salvage: 91371-FAU
- Tasman salvage: 97668-FAU
- Mt Cass windfarm: multi-programme salvage: 81670-FAU and 86276-FAU
- Mackenzie Basin survey: 91677-FAU

Experience summary: Project manager & field lead for tuatara translocations to Whale Island (1996), Tiritiri Matangi (2003) and Motuihe Islands (2012). Lizard island surveyor (on contract) for DOC Auckland (1993 – 2000) undertaking spotlight, pitfall, ACO surveys of rare and threatened lizards on Mercury Islands, Alderman Islands, Hen & Chickens Islands and other outer Hauraki Gulf islands. Undertook lizard surveys in Otago, Canterbury (Mt Cass wind farm) and MacKenzie Basin sites for windfarm and irrigation projects during 2003-2007.

Currently managing major lizard survey, salvage, relocation, post-release monitoring and research programmes at sites in Christchurch (Mt Cass wind farm) and Wellington (various land development projects).

Graham has undertaken approx. 70 other survey, salvage, rescue/relocations on private property from 2007 – 2025.

Graham has prepared more than 30 lizard management plans for consented development projects and has undertaken salvage works for most of those (some consented developments have not gone ahead).

From: Mary Hill [REDACTED]
Sent: Thursday, 6 August 2026 11:13 am
To: Briar Belgrave
Subject: Fw: Brymer Farms - Fast-track application - Scope
Attachments: Letter to the EPA - Brymer .pdf; jones_v_the_environmental_protection_authority_2026_nzhc_pdf_ocr.pdf

From: Mary Hill
Sent: Monday, 20 July 2026 8:05 pm
To: [REDACTED]
Cc: Fraser McNutt [REDACTED]
Subject: Brymer Farms - Fast-track application - Scope

Kia ora Ben,

I'm assisting Brymer Farms with the above application. I understand you had a recent discussion with Fraser McNutt (Brymer's agent) in relation to scope issues.

Since that discussion, the High Court has released its decision in the *Jones* case (copy **attached**) which has usefully clarified the law in relation to reductions in scope, which is what Brymer is proposing.

However, given the investment Brymer is making in preparing its substantive application, it is important there are no surprises at the s46(2)(b) vetting stage. I have therefore **attached** my view of the legal position in relation to the amendments proposed by Brymer for your consideration. You are of course entitled to provide a copy to the EPA's legal advisers if useful.

Brymer's substantive application is expected to be lodged mid-August. I therefore would be grateful to hear back from you before then. Please also acknowledge receipt of my letter.

Ngā mihi

Mary

The logo for Mary Hill Barrister, featuring a stylized green 'M' above the text 'MARY HILL' in green, with 'BARRISTER' in smaller green capital letters below it.

Mobile [REDACTED]



20 July 2026

Environmental Protection Agency
Private Bay 63002
WELLINGTON 6140
Attention: Ben Bond

BY EMAIL: [REDACTED]

BRYMER FARMS LIMITED – REFERRED FAST-TRACK APPLICATION

Tēnā koe Ben

Introduction

1. I am advising Brymer Farms Limited (**Brymer**), through its agent Fraser McNutt (Barker & Associates), in relation to the Brymer fast-track project (**Project**). The Project is at the stage of preparation of the substantive application, having been the subject of a notice of decision by the Minister to refer the Project dated 4 September 2025 (**Referral Decision**).¹
2. Through more detailed design and site investigations, in preparation for lodging the substantive application, Brymer proposes to change two aspects of the Project from that identified in the referral application form dated 23 May 2025 (**Referral Application**).²
3. Both changes involve a reduction in scope of the referred activity, rather than the addition of a new activity, and therefore (based on a recent High Court decision³) are permissible amendments which the EPA is required to accept pursuant to s46(2)(b) of the Fast-track Approvals Act 2024 (**FTAA**).
4. Given the investment by Brymer in preparing the substantive application for lodgement, and the importance of ensuring the Project progresses in a timely, efficient and cost effective manner (consistent with the principles of the FTAA), Brymer has asked me to draw the EPA's attention to these proposed changes and the recent High Court decision (which I appreciate you will be familiar with) to ensure there are no surprises when the substantive application is lodged.

¹ [FTAA-2505-1063 Brymer - Letter - Stage 2 Notice of decisions](#)

² [Referral Application Form](#)

³ *Jones and Wedd v EPA* [2026] NZHC 1872 (**Jones and Wedd case**). Copy attached to this letter.

Legal position relating to scope

5. The law is now clear that a substantive application can involve changes that reduce the scope of the project, but cannot increase the scope, between the stage of listing or referral and lodgement of the substantive application. The issue was recently considered by the High Court in the *Jones and Wedd* case, relating to a listed application. The Court held that the FTAA sets an “outer limit” for scope, but not an “inner limit”. In other words, a project cannot be expanded between listing and the substantive stage, such as by adding in a new matter that was not referred to in the Schedule 2 listing. But the listed activity can be reduced in scope such as, in that case, by reducing the term and area of the proposed quarrying.
6. The High Court distinguished the *Stella Passage*⁴ judicial review proceedings, where the Court in that case found that adding a new item (the Mount Maunganui wharves) at the substantive application stage, where the listing referred only to the Sulphur point wharves, was out of scope because it did not relate “solely to the listed project”. It therefore failed to meet the scope test under s46(2) FTAA, which the EPA must assess the substantive application against.
7. The High Court in the *Jones and Wedd* case observed that the FTAA envisages that projects will be modified as they progress. It gave the example of a housing project which reduces the number of dwellings. The Court observed there would be practical consequences if the number of houses specified in the project listing must be precisely replicated in the substantive application and indicated that the language used in project listings will often imply an element of flexibility such as reference to an “approximate” number of dwellings.
8. Finally, the Court noted that the FTAA has recently been amended to allow a substantive application to be reduced in scope once it has been lodged. The Court did not consider those amendments to affect its decision. Indeed, those amendments lend further support for the position that a project can be reduced in scope between the referral and substantive application stages, provided the activity remains the same. It would make no sense if a project could be reduced in scope the day after the substantive application has been lodged, by notice to the Panel under s68A FTAA, but could not be reduced in scope the day before the substantive application is lodged. Ultimately the Panel must still make a determination on the merits of the proposal (including whether the reduction in scope affects the benefits of the project) as part of its substantive assessment.
9. The High Court’s observations and findings apply equally to a referral application. A Schedule 2 listing is even more specific than a project description in a referral decision, which is taken from the referral application. It follows that, if a reduction in scope is lawful for a listed project (as the High Court found), it is also lawful for a referred project.

⁴ *Ngāti Kuku Hapū Trust v Environmental Protection Agency* [2025] NZHC 2453, [2025] 3 NZLR 380.

Application of law to Brymer facts

10. The Referral Decision describes the Project (**Project Description**) as:

A master-planned residential and mixed-use development and involves the construction and operation of: **approximately** 1,650 residential units, **including** a 250-unit retirement village and a 0.3-hectare mixed-use neighbourhood centre with commercial properties (a café and superette) b. **open spaces including** ecological restoration/offsetting, retention of natural wetlands and riparian revegetation c. **transport infrastructure including** local roads, cycle connections and pedestrian pathways d. **services infrastructure including** a pump station, water discharge, takes and treatment areas, stormwater ponds and use of existing water bores."⁵ [emphasis added]

11. Bymer proposes two reductions in scope as follows:

- (a) Reduction in number of residential units from approximately 1,650 to 1,200; and
- (b) Removal of the retirement village component (although some "retirement living" units might still be offered depending on market conditions).

12. Neither of these changes involve the addition of a different type of activity to the activities referred to in the Project Description. Rather, they are changes to the type, number and location of residential units that will be provided as part of the "master-planned residential and mixed-use development." It is clear from the *Jones and Wedd* decision that reductions in scope can relate to quantity (such as volumes of material or numbers of houses) as well as staging and location of the relevant activity type. The use of flexible and inclusive language ("approximately" and "including") is consistent with the approach taken by the Court in *Jones and Wedd* whereby the Project Description sets an outer but not an inner limit.

13. A substantive application containing these changes is therefore "solely on the referred project" and passes the s46(2) scope test. The question of whether the changes are appropriate and meet the regional benefit test will be one for the expert panel. In this case, Brymer has undertaken an economic assessment which concludes that the changes do not materially affect the Project's regional benefits. That information will be presented to the Panel for its consideration.

⁵ The Referral Decision does not refer to the geographical area in which the Project is to be undertaken, but this would be defined by the Referral Application, which refers to "... a master-planned residential and mixed-use development bounded by Brymer and Whatawhata Roads, on the western edge of Hamilton City."

14. For completeness, the substantive application will necessarily include supporting infrastructure (such as road connections, a water reservoir and public open space) which were not specifically identified in the high-level Referral Application documentation, although the broader categories of supporting infrastructure were referred to (transport, services infrastructure and open spaces), followed by the word “including”, meaning the items listed are not exhaustive. Consistent with the EPA’s position on scope in the *Surf Park* application,⁶ these are all types of supporting infrastructure which have a demonstrable functional link to the project and are therefore within scope.
15. Given the investment being made by Brymer in developing the Project to the substantive application stage, and in view of the clear direction provided by the High Court, I would be grateful if you would confirm that the EPA’s position on scope is aligned with that set out in this letter.

Nāku noa, nā



Mary Hill
Barrister

⁶ Record of Decision on Completeness and Scope – Auckland Surf Park Community Stage 2: https://www.fasttrack.govt.nz/_data/assets/pdf_file/0025/27763/FTAA-2604-1220-Record-of-Decision-on-Compliance-with-s46.pdf

Memorandum on Completeness and Scope: https://www.fasttrack.govt.nz/_data/assets/pdf_file/0024/27762/FTAA-2604-1220-Memo-on-assessment-of-compliance-with-requirements-of-Fast-Track-Approvals-Act-Auckland-Surf-Park-1.pdf

**IN THE HIGH COURT OF NEW ZEALAND
AUCKLAND REGISTRY**

**I TE KŌTI MATUA O AOTEAROA
TĀMAKI MAKĀURAU ROHE**

**CIV-2026-404-0062
CIV-2026-404-0283
[2026] NZHC 1872**

UNDER	The Judicial Review Procedure Act 2016, Part 30 of the High Court Rules 2016 and the Fast-track Approvals Act 2024
IN THE MATTER OF	An application for judicial review and an appeal
BETWEEN	KATHERINE JONES and CHARLES WEDD Applicants/Appellants
AND	ENVIRONMENTAL PROTECTION AUTHORITY Respondent
	KINGS QUARRY LIMITED Interested party

Hearing:	4 June 2026
Appearances:	M C Wright and S Johnston for the applicants/appellants D J Minhinnick and K O'Connor for the interested party
Judgment:	30 June 2026

JUDGMENT OF BLANCHARD J

*This judgment was delivered by me on 30 June 2026 at 4.00 pm pursuant to Rule 11.5
of the High Court Rules 2016*

Registrar/Deputy Registrar

Solicitors:
Cooper Rapley Lawyers, Auckland
Mills Lane Chambers, Auckland
Russell McVeagh, Auckland

[1] Katherine Jones and Charles Wedd (who I will refer to as the appellants) seek judicial review and appeal in relation to decisions made under the Fast-track Approvals Act 2024 (FTAA). Both the judicial review and appeal relate to an application by Kings Quarry Ltd for resource consents and wildlife approvals for the “Kings Quarry Expansion - Stage 2 Project”, which involves the expansion of activities at an existing quarry at Waitoki, Auckland.

[2] The judicial review application concerns a decision of the Environmental Protection Agency (EPA) that Kings Quarry’s application complied with the requirements of s 46(2) of the FTAA and could therefore be referred to an expert panel. The appeal concerns a decision of an expert panel to grant the approvals sought under s 81 of the FTAA.

The project, application, and decisions

[3] The fast-track process is available for projects that are listed in Schedule 2 to the FTAA (**listed projects**) or that are, after the legislation came into force, the subject of a successful referral application under Subpart 1 of Part 2 of the FTAA (**referred projects**).

[4] Schedule 2 to the FTAA includes a project described as “Kings Quarry Expansion—Stages 2 and 3”. The project was included in Schedule 2, along with 148 others. Schedule 2 includes a project description that states:

Expand existing quarrying activities to enable the extraction and processing of up to approximately 500,000 tonnes per annum for up to 100 years (up to 60 years for Stage 2 and up to 40 years for Stage 3)

[5] After the FTAA came into force, Kings Quarry lodged an application under the Act. The application related to a project named “Kings Quarry Expansion - Stage 2”. Importantly for this proceeding, the scope of the project in Kings Quarry’s application was reduced by comparison to the project described in Schedule 2. The scope was reduced in two ways: first, it related *only to the Stage 2 area* of the property; and second, it was to enable extraction of approximately 500,000 tonnes per year for *only up to 45 years*.

[6] Kings Quarry lodged the application with the EPA on 13 May 2025. The EPA later decided on 4 June 2025 that the application complied with the requirements of s 46(2) of the FTAA. The appellants' judicial review application is in relation to the EPA's decision.

[7] Applications under the FTAA are determined by expert panels appointed by the panel convenor, who is appointed by the Minister of Infrastructure (**the Minister**). In this case, the expert panel (**Panel**) was appointed on 29 July 2025 and commenced work on 11 August 2025.

[8] Under s 53 of the FTAA, various parties must be given the opportunity to provide written comments on applications.¹ Certain parties must be invited to comment not later than 10 working days after the panel commences work² and they must provide their comments within 20 working days of being invited.³ In this case, the invited parties included Auckland Council and the appellants, who are adjacent landowners.

[9] The Panel received the comments of the various parties on 28 October 2025. Both Auckland Council and the appellants provided comments. The appellants' comments were accompanied by two reports that are significant in this proceeding. These were reports by Urban Economics Ltd (**UE report**) and Pattle Delamore Partners Ltd (**PDP report**).

[10] Under s 55, the applicant must be allowed a response to any comments. The response must be received within 5 working days of the date on which the panel received the comments.⁴

[11] Kings Quarry responded to the comments on 4 November 2025. The response included a report by Aggretech Ltd (**Aggretech report**), which is also significant in this proceeding.

¹ Fast-track Approvals Act 2024, s 53.

² Section 53(1).

³ Section 54(1).

⁴ Section 55(2).

[12] The panel must provide its decision within a time frame set by the panel convenor or, if no time frame is set, within 30 working days after comments are received under s 53.⁵ The panel convenor must set a time frame that is appropriate having regard to the scale, nature, and complexity of the approvals sought in and any other matters raised by the application.⁶ But the time frame cannot exceed 90 working days after comments are received.⁷

[13] In this case, the Panel was given 37 working days from the date on which the various parties provided their comments (28 October 2025). This meant the Panel had to make its decision by 18 December 2025, which was 32 working days after it received Kings Quarry's response to the comments.

[14] In practice the Panel had significantly less time than the panel convenor had allowed to write the decision. This is because it was required to provide a draft of the decision to certain Government ministers in sufficient time to allow them 10 working days to comment on the draft before it was finalised.⁸ The Panel was also required to provide Kings Quarry, Auckland Council, the appellants, and others with an opportunity to comment on the draft conditions of its approval of the application.⁹

[15] The Panel issued its draft decision granting Kings Quarry's application on 26 November 2025. This was 21 working days after the comments were received or 16 working days after Kings Quarry's response.

[16] The Panel finalised and issued its decision to grant the application on the final day the Panel convenor had given it to do so (18 December 2025). The appellants' appeal is in relation to the Panel's decision.

Grounds of judicial review and appeal

[17] Judicial review is sought on the ground that the EPA erred in accepting Kings Quarry's application under s 46 of the FTAA.

⁵ Section 79(1).

⁶ Section 79(2)(b)(i).

⁷ Section 79(2)(b)(ii).

⁸ Section 72(2).

⁹ Section 70.

[18] The appeal is against the Panel's decision to grant the approvals. The appellants can only appeal on questions of law.¹⁰ They raise three grounds of appeal, namely that:

- (a) the Panel erred in finding it had jurisdiction to decide Kings Quarry's application;
- (b) the Panel failed to have regard to mandatory relevant considerations; and
- (c) the Panel failed to give sufficient reasons for its decision.

[19] For completeness, I mention that the notice of appeal and the written submissions for the appellants included a fourth ground of appeal (the Panel erred in law in its assessment of Kings Quarry's application against the National Policy Statement for Indigenous Biodiversity). But the appellants did not pursue this ground of appeal at the hearing because they accepted that its success is entirely dependent on the second or third grounds of appeal succeeding.

[20] The appellants say, if I grant judicial review or the first ground of appeal succeeds, I should make an order quashing the Panel's decision. They say, if the second and/or third grounds of appeal succeed, I should direct the Panel to reconstitute and reconsider its decision in light of my judgment.

The judicial review application

The appellants' position

[21] When the EPA received Kings Quarry's application, it was required to decide whether it complied with the requirements of s 46(2) of the FTAA. Those requirements were mandatory and had to be met for Kings Quarry's application to be lawfully referred to a panel.¹¹

¹⁰ Section 99.

¹¹ *Ngāti Kuku Hapū Trust v Environmental Protection Agency* [2025] NZHC 2453, [2025] 3 NZLR 380.

[22] Notably, one requirement under s 46(2) was that the application related “solely to a listed project”.¹² The FTAA defines a “listed project” as “a project listed in Schedule 2”.¹³ Further, the definition of “project” includes “in relation to a listed project, the project as described in Schedule 2”.¹⁴

[23] The appellants’ argument is that Kings Quarry’s application did not comply with s 46(2) because it related to a substantially smaller — and therefore different — project to the one listed in Schedule 2. As discussed above, Schedule 2 to the FTAA contains a project named “Kings Quarry Expansion—Stages 2 and 3”, which is described as involving the extraction of approximately 500,000 tonnes per year for approximately 100 years (up to 60 years for Stage 2 and up to 40 years for Stage 3). But the application by Kings Quarry that was dealt with by the EPA related to a project named “Kings Quarry Expansion - Stage 2”. Further, the applicants say the application related to a scale back version of the project because it related only to the Stage 2 area and it was to enable extraction of approximately 500,000 tonnes per year for up to only 45 years. Accordingly, the appellants say it was unlawful for the EPA to accept the application.

[24] The appellants argue that the text and context of s 46 and the purpose of the legislation all support their interpretation.¹⁵ With reference to the text, the appellants emphasise an application for approval can only be sought for “**the project as described** in Schedule 2” (emphasis added), not something else.

[25] The appellants also rely on this Court’s decision in *Ngāti Kuku Hapū Trust v Environmental Protection Agency*.¹⁶ In that case:

- (a) Boldt J was tasked with deciding whether the EPA had acted lawfully in accepting an application that sought approvals to extend the Sulphur Point and Mount Maunganui wharfs when the project description in Schedule 2 only referred to extending the Sulphur Point wharf.

¹² Fast-track Approvals Act, s 46(2)(b).

¹³ Section 4(1), definition of “listed project”.

¹⁴ Section 4(1), definition of “project”.

¹⁵ Legislation Act 2019, s 10. See also *Commerce Commission v Fonterra Co-operative Group Ltd* [2007] NZSC 36, [2007] 3 NZLR 767 at [22].

¹⁶ *Ngāti Kuku Hapū Trust v Environmental Protection Agency*, above n 11.

- (b) Boldt J found that the requirement under s 46(2)(b) that the application relates “solely to a listed project” is a mandatory threshold for the acceptance of an application. No question of discretion arises. Thus, if an application does not comply with s 46(2)(b), it cannot lawfully be referred to the panel.¹⁷
- (c) Boldt J then went on to determine whether the application related “solely to a listed project”. He concluded it did not and therefore the application was unlawful because it related to the two wharfs when Schedule 2 only referred to extending the Sulphur Point wharf.¹⁸

[26] The appellants say the application by Kings Quarry was plainly not for “the project as described in Schedule 2”. They say the project was, in simple terms, only half the project described in Schedule 2. As such, they say the application was for a fundamentally different project because it covers a substantially smaller area and it provides for aggregate extraction over a substantially shorter timeframe. They also say it would see substantially less aggregate extracted because of the reduced size and timeframe, meaning the project consequently has substantially smaller benefits.

[27] In terms of the context, the appellants say projects can only proceed under the FTAA after rigorous evaluation by Parliament (in the case of listed projects) or the Minister (in the case of referred projects). The appellants say an interpretation of the legislation that enables the EPA to accept a project that is half of the project as described in Schedule 2 (and therefore a different project) is inconsistent with the careful process through which projects were selected for inclusion in Schedule 2 or which they would be subject to under a referral application.

[28] The FTAA allows referred projects to be subject to separate applications for each stage. If, say, a project has two stages, the applicant could make one application in relation to both stages or it could make an application in relation to stage one and then later make a separate application in relation to stage two. But this is only permitted if the ability to make separate applications for each stage was sought in the

¹⁷ At [21].

¹⁸ At [25].

referral application, and the Minister is satisfied each stage on its own would have significant regional or national benefits.¹⁹

[29] At the time the Panel made its decision in relation to the Kings Quarry’s application, the legislation did not provide a similar ability for a project listed in Schedule 2 to be made in stages. (The project in this case was not named “Kings Quarry Expansion—Stage 2 and 3” because Kings Quarry was intending doing it in stages. That just happened to be the name of the project.) However, the FTAA has subsequently been amended to enable the Minister to be asked for a determination that a listed project can be lodged in stages.²⁰

[30] Making reference to these provisions, the appellants say their interpretation of the legislation is consistent with the clear parliamentary intent that decisions about whether more than one application can be made for a single project is for the Minister, not for applicants or the EPA.

[31] Finally, the appellants say it is apparent that the purpose of the FTAA is not to facilitate any and every project claiming to have significant regional or national benefits. It is to facilitate the delivery of projects if Parliament (for listed projects) or the Minister (for referred projects) is satisfied that the projects would have significant regional or national benefits that justify approvals being sought through the fast-track process. The appellants say the oversight of Parliament and the Minister, and the listing and referral processes through which oversight is provided, are important crosschecks on applications that are needed to avoid overreach.

[32] The appellants say the need to avoid overreach is particularly important given the reduced public participation and appeal rights provided for in the fast-track process, and the FTAA’s decision-making framework which “de-emphasise[s] factors which might militate against approval” and makes “it substantially easier for projects to be approved than the status quo, with a high bar needing to be reached for a panel to decline a project”.²¹ The appellants argue that these advantages that are given to

¹⁹ Fast-track Approvals Act, ss 13(4)(f), 21(1)(a)(ii) and 22(1)(a).

²⁰ Section 37A, which was inserted on 31 March 2026 by s 19 of the Fast-track Approvals Amendment Act 2025.

²¹ *Ngāti Kuku Hapū Trust v Environmental Protection Agency*, above n 11, at [66].

projects under the FTAA are only justified if Parliament or the Minister have scrutinised the projects and are satisfied they would have significant regional or national benefits and there are no other reasons why, despite the benefits, the projects should not seek approvals in the normal way.

Decision

[33] There is no doubt that the description of the project in Schedule 2 sets the outer limit for an application. An application must relate “solely to the listed project”. The word “solely” makes it clear the application must relate to activities that are within the scope of the project as described in Schedule 2. This is why Boldt J held in *Ngāti Kuku* that the application is non-compliant. It not only related to activities that were within the scope of the described project (the Sulphur Point wharf extension), but also to activities that were outside the scope of the described project (the Mount Maunganui wharf extension). Therefore, the application did not relate “solely to the listed project”.

[34] The question in the present case is a different one. There is no dispute that King’s Quarry’s application relates to activities within the scope of the described project. Rather, the issue here is whether an application can be made in respect of activities that are of a reduced scope by comparison with what is described in the Schedule 2 project description. In other words, the issue is whether the project description in Schedule 2 sets an inner limit for an application.

[35] In my view, the project description in Schedule 2 does not set an inner limit. My reasons are as follows.

[36] First, many of the projects listed in Schedule 2 are described using language suggesting no inner limit applies. For example, the Wairakei South project description refers to development of “up to” approximately 2000 or 3000 residential allotments.

[37] Second, the FTAA envisages that projects will be modified as they progress. Before an applicant lodges an application, they must consult with various groups,²²

²² Fast-track Approvals Act, s 29(1).

and the application must describe how that consultation influenced the project design.²³ If the panel proposes to decline an application for approval, it must provide the applicant with a copy of its draft decision and invite the applicant to modify or withdraw part of the application in response to the draft decision.²⁴ Further, the panel can grant some approvals sought in an application and not others.²⁵ The fact that projects can be modified as they progress is inconsistent with the appellants' position that an application cannot be made for a project that is reduced in scope.

[38] Third, if the FTAA did set an inner limit, it would have practical consequences that I do not think Parliament could have intended. The inner limit could require that an application must be for a project of exactly the same scope as the one described in Schedule 2. But this would mean that, for example, if a housing project was described in Schedule 2 as being for 1000 houses and the application was for 999 houses, it would not comply. That would be a strange outcome that Parliament could not have intended.

[39] Alternatively, if the FTAA sets some sort of inner limit that does not require the project to be of exactly the same scope, it would be practically difficult or impossible to say for certain whether or not a project of reduced scope complies. The issue would be whether the project in the application is the "same" project as the one described in Schedule 2. But if Schedule 2 described a 1000 house project, would an application for 950 houses be the "same" project? What about an application for 900 houses? Or an application for 600 houses? Parliament could not have intended this kind of uncertainty.

[40] Fourth, the appellants purport to place reliance on the fact that the FTAA only allows for more than one application to be made for a single project if the Minister permits. But that reliance is misplaced as those provisions relate to a different situation where a party seeks to make separate applications for different stages. Here, Kings Quarry does not seek to make more than one application in relation to the project — it decided to make one application of reduced scope, and it will not be

²³ Section 13(4)(k).

²⁴ Sections 69(2)(a) and (b).

²⁵ Section 81(1).

making an application at a later time in relation to a further stage. Whether more than one application should be allowed in relation to the same project and whether an application can be made of reduced scope involve different considerations. Therefore, I do not see this point as relevant.

[41] Fifth, I cannot see any downside in my interpretation. In practice, applicants are incentivised not to reduce the scope of their projects unnecessarily. Reducing the scope of a project may reduce the benefit of the project for the applicant. In addition, if a project's scope is reduced too much, it will increase the risk that the panel concludes that the project does not have sufficient regional or national benefits to be approved.

[42] There is one final matter I need to mention. Sections 68A and 68B of the FTAA relate to reducing the scope of an application. These provisions were not added to the FTAA until after the Panel made its decision.²⁶ Section 68A provides that, if an applicant wishes to reduce the scope of an application that has been lodged, it must give written notice of the reduction to the panel. After receiving a notice, the panel “may, but need not,” submit the proposal to the Minister to determine whether, in its reduced form, the project still has significant regional or national benefits. If the panel does not submit the proposal to the Minister, the application proceeds in its reduced form. Under s 68B, if a proposal is submitted to the Minister, the Minister “may” make a determination as to whether the proposal should proceed in the reduced form. The appellants did not make any submissions about these provisions and there is nothing in them that leads me to revisit the conclusion I have expressed above.

[43] For these reasons, I decline the judicial review application.

First ground of appeal — whether the Panel had jurisdiction

The appellants' position

[44] The appellants say the Panel did not have jurisdiction for the same reasons they say the EPA's decision to accept the application was unlawful. They say the Panel

²⁶ The provisions were inserted on 31 March 2026 by s 37 of the Fast-track Approvals Amendment Act 2025.

should not have determined the application because the project it related to was not “the project described in Schedule 2”.

Decision

[45] For the reasons I have declined the judicial review application, I also dismiss this ground of appeal.

Second ground of appeal — whether the Panel failed to have regard to mandatory relevant considerations

The appellants’ position

[46] As discussed above, the UE report and the PDP report were received by the Panel from the appellants as part of their comments under s 53 of the FTAA and the Aggretech report was received by the Panel from Kings Quarry in response to the comments under s 55. The appellants say the matters contained in the reports were mandatory relevant considerations and, as the Panel did not engage with the reports, it made an error of law.

[47] The purpose of the FTAA is to “facilitate the delivery of infrastructure and development projects with significant regional or national benefits”.²⁷ In making its decision, the Panel was required to “take into account” the purpose of the FTAA alongside various other matters, and to give the purpose of the FTAA “the greatest weight” in reaching its decision.²⁸ When taking into account the purpose of the FTAA, the Panel was required to “consider the extent of the project’s regional or national benefits.”²⁹

[48] It is common ground that the project did not have national benefits. The issue before the Panel was whether and to what extent it had regional benefits. The three reports are all relevant to that critical issue. Accordingly, the appellants say, if the Panel failed to engage with the reports, it must have failed to take into account mandatory relevant considerations.

²⁷ Fast-track Approvals Act, s 3.

²⁸ Section 81(2)(b), Sch 5 cl 17, and Sch 7 cl 5.

²⁹ Section 81(4).

[49] The PDP report and the Aggretech report are relevant to the extent and quality of the aggregate resource at the project site. The PDP report put in contention in various ways the extent and quality of the aggregate. The Aggretech report responded to the PDP report. The appellants say that, as quarries are only as good as their resource, the extent and quality of the aggregate resource were critical to determining the extent of the project's benefit.

[50] The UE report put the economic benefits of the project in contention. It did so in various ways, including by critiquing the discount rate, per-kilometre freight costs, transport savings, and aggregate yield used by Kings Quarry's economic advisor.

[51] The Panel's decision, which is 114 pages plus appendices, does not expressly refer to any of the three reports. Nor does it include findings about the specific matters of contention raised by the reports.

[52] The appellants rely on the Supreme Court's decision in *Climate Clinic Aotearoa Inc v Minister of Energy*.³⁰ In that case, the Supreme Court said mandatory relevant considerations are those expressly or impliedly identified by the statute as considerations to which the decision-maker must have regard, or considerations which are so obviously material to a decision on a particular project that anything short of direct consideration of them would not be in accordance with the intention of the statute.³¹ If a matter is a mandatory relevant consideration, the decision-maker is required to engage with it with due awareness of its content and with a genuinely open mind. What is sufficient to amount to this engagement is responsive to context, including the nature of the decision and the process surrounding it.³²

[53] The appellants say that the three reports were "so obviously material" to the Panel's decision on Kings Quarry's application that anything short of direct consideration of them would not be in accordance with the intention of the FFTA. They acknowledge that the Panel did not need to expressly refer to the reports in its decision. But they say the Panel should have made findings about the specific matters

³⁰ *Climate Clinic Aotearoa Inc v Minister of Energy* [2025] NZSC 197, [2025] 1 NZLR 1021.

³¹ At [50].

³² At [91].

of contention raised by the reports. The appellants say in the absence of any findings about the specific matters of contention raised by the reports, there is no evidence the Panel considered the reports. The only conclusion that can be reached on the face of the Panel's decision is that it failed to do so.

Decision

[54] Under s 81 of the FTAA, the Panel was required to “consider” the application and any advice, report, comment, or other information it received.³³ The issue is whether the Panel met this requirement.

[55] As I have said, the Panel's decision does not expressly refer to any of the three reports or include findings about the specific matters of contention raised by the reports. But it does not necessarily follow that the Panel did not consider the matters raised in the reports. To determine whether the Panel did consider those matters, it is necessary to look closely at the decision.

[56] Part A of the decision contains an “Executive summary”. Here, it says:

The Panel has carefully reviewed all information received in respect of the Application. The Panel is grateful to the Applicant, relevant administering agencies, and persons invited to comment for their input across the various stages of the FTAA process, including external specialists, which has been useful in informing the Panel.

[57] The decision goes on to say that “[t]he Panel has assessed the application's alignment with the FTAA's purpose of facilitating delivery of an infrastructure and development project with significant regional or national benefits.” The Panel notes that an analysis of such benefits is set out at Part F of the decision. The decision then says:

The Panel has concluded that the Proposal will have benefits in supporting development, including infrastructure, in the Auckland region. The need for aggregate materials is well understood, as are the costs associated with otherwise transporting such materials from more distant sources – including cost to the consumer, public externalities in terms of road safety and maintenance, and increased greenhouse gas emissions. These costs will be reduced as a result of the Proposal, which represents a source of aggregate close to areas of demand in North Auckland. Beyond these benefits, the

³³ Fast-track Approvals Act, s 81(2)(a).

Proposal will result in the retention of jobs for the 45-year period of the Project.

[58] Part C of the decision deals with “Procedural matters”. It summarises the process followed by the Panel. In doing so, the decision discusses the comments received in relation to the application. A high-level summary of the comments is included there. This refers to comments regarding the “claimed economic benefits of the quarry” and regarding the project’s benefits having regard to “geological evidence of the aggregate material available and the marketability of the resource”. Also referred to there is Appendix 4 of the decision, which contains a table that sets out a more detailed summary of the comments received. The table includes a summary of the appellants’ comments, which includes the following:

Questions availability of the aggregate resource and the Applicant’s calculations – says the Applicant has overstated the resource and therefore the significance of the Project.

[59] The table also includes a hyperlink to a 140-page letter from the appellants which contained their comments. It also says that the appellants’ “associated appendices” are on the fast-track website. The “associated appendices” uploaded to the fast-track website included the three reports at issue. Having discussed the comments, the decision says “Comments received have been carefully considered by the [P]anel...”.

[60] There follows a discussion of Kings Quarry’s response to the comments. A footnote in this part of the discussion refers to a “Geotechnical response”. This is a reference to the Aggretech report. Having discussed the response, the decision says “[t]he Panel has considered the Applicant’s responses ...”

[61] Part F of the decision deals with “Regional or National Benefits of the Project.” It begins with a discussion of the legislation. It then summarises the regional benefits of the project identified by the applicant. Following this, the decision briefly discusses the comments the Panel received insofar as they are relevant to the question of regional benefits. There, the decision says “[t]he Panel acknowledges that some comments received questioned the robustness of the Applicant’s analysis of the Project’s significant regional or national benefits”.

[62] The decision then gives two examples of comments of this kind. The first of these relates to comments from Auckland Council and the second relates to comments from the appellants. Here, it is said that “[t]he comments received from [the appellants] advance the “key proposition” that “this quarry provides no significant regional or national benefits ...”. That sentence has a footnote that references the appellants’ 140-page letter containing their comments. The footnote specifically refers to a summary of the appellants’ “Key Propositions” which appears at pages 18 to 19 of the letter. The matters summarised there include many of the specific matters of contention raised by the three reports that the appellants say the Panel failed to consider.

[63] The final section of Part F contains the Panel’s conclusion regarding regional benefits. It begins with the statement that “[t]he Panel has concluded that the Application will have regional benefits”. The decision then says:

The Proposal will have benefits in supporting development, including infrastructure, in the Auckland Region. The need for aggregate materials is well understood, as are the costs associated with otherwise transporting such materials from more distant sources – including cost to the consumer, public externalities in terms of road safety and maintenance, and increased greenhouse gas emissions. These costs will be reduced as a result of the Proposal, which represents a source of aggregate close to areas of demand in North Auckland. Beyond these benefits, the Proposal will result in the retention of jobs for the 45-year period of the Project. The extent of these benefits are summarised in the Application. While quantifying the magnitude of the benefits has led to different views being expressed by the Applicant and persons invited to comment, the Panel is satisfied that the benefits are significant in the context of the FTAA, and that the Panel is sufficiently able to consider the extent of the those benefits as required by the FTAA.

[64] Part P of the decision contains the Panel’s “Final decision”. The discussion there includes the following:

The Panel has considered the Application and supporting information as well as the comments received on it and on the draft conditions, as well as the further information provided in response to RFIs from the Panel and comments received from other participants and the subsequent refinement of the Application. We thank all those who commented for their contributions.

[65] Having carried out the above review of the Panel’s decision, my conclusion is that it did not fail to have regard to the material contained in the three reports. As the above review shows, the Panel claims in the decision that it considered the material

it received (including the three reports). And there is nothing that I have seen that calls this claim into question. While there are no findings about the specific matters of contention raised by the reports, as the above review also shows, the decision does reference those matters in various ways.

[66] The appellants' position boils down to the claim that the absence of any findings about the specific matters of contention raised by the reports means the Court must conclude the Panel did not consider those matters. But I do not think I can jump to that conclusion. In my view, the Panel was not required to include such granular detail in its decision. The reasons why I take this view are discussed in the final section of this judgment.

Third ground — whether the Panel's reasons were adequate

The appellants' position

[67] The appellants' argument that the Panel's reasons were inadequate relies in particular on the decision of the Court of Appeal in *Belgiorno-Nettis v Auckland Unitary Plan Independent Hearings Panel*.³⁴ In that case, the Court of Appeal found a failure to provide adequate reasons in what the appellants say is an "analogous statutory context". That case involved a challenge against independent hearing panel recommendations and Auckland Council decisions on zoning and height controls in Takapuna to be included in the Auckland Unitary Plan.

[68] Mr Belgiorno-Nettis had lodged a submission seeking to change the notified zoning and height controls applying to the relevant area. His submission failed. The hearing panel recommended, and Auckland Council accepted, zoning and height controls providing for greater density than he supported. Mr Belgiorno-Nettis challenged both the hearing panel's recommendations and the Council's decisions based on those recommendations on the ground that neither body gave adequate reasons for the recommendations and the decisions.

³⁴ *Belgiorno-Nettis v Auckland Unitary Plan Independent Hearings Panel* [2019] NZCA 175, [2019] 3 NZLR 345.

[69] The Court of Appeal agreed with Mr Belgiorno-Nettis. It found that high-level statements by the hearing panel about “a general approach to zoning and height controls” to enable intensification across the city were inadequate. The hearing panel was under a statutory obligation to include “the reasons for accepting or rejecting submissions”. It could do this by referring to submitters individually or by grouping individuals together. But either way it was required to give reasons for accepting or rejecting the submissions. The Court considered general statements by the hearing panel did not amount to sufficient reasons for its recommendations on the parts of Takapuna addressed in Mr Belgiorno-Nettis’ submission.³⁵

[70] Section 87 of the FTAA governs what a panel must include in its decision. Specifically, the Panel was required to record its decision, its reasons for the decision, the principal issues in contention, and its main factual findings on those issues.³⁶ The appellants submit that, just as the hearing panel in *Belgiorno-Nettis* was required to provide reasons for accepting or rejecting submissions, s 87 of the FTAA means that the Panel in this case was required to provide reasons for its findings in relation to the specific matters of contention raised by the three reports.

Decision

[71] The statutory context in *Belgiorno-Nettis* and in this case are not the same. An important difference is that the relevant statutory provision in *Belgiorno-Nettis* required the hearing panel to provide reasons for accepting or rejecting submissions (although the submissions could be grouped according to the provisions of the proposed plan to which they related or the matters to which they related).³⁷ This meant that the hearing panel had to give reasons for accepting or rejecting Mr Belgiorno-Nettis’s submissions (either individually or on a group basis). If the hearing panel did not give such reasons, it did not comply with the relevant provision.

[72] In contrast, s 87 of the FTAA does not impose an obligation on the panel to provide reasons for accepting or rejecting matters put forward by specific commenters (either individually or on a group basis). It merely requires the panel

³⁵ At [52], [76]–[80], and [86]–[90].

³⁶ Fast-track Approvals Act, s 87(2)(a).

³⁷ *Belgiorno-Nettis v Auckland Unitary Plan Independent Hearings Panel*, above n 34, at [52].

to give reasons for its decision which must include its main factual findings on the principal issues in contention. That is a significant difference in the present case because the specific matters of contention raised by the three reports were relevant to sub-issues rather than directly to the principal issue in contention (whether the project has regional benefits).

[73] Section 10 of the FTAA is also significant here. The Panel's decision making was subject to the overarching procedural principle in s 10 requiring "timely, efficient, consistent, and cost-effective processes" that were proportionate to the functions being exercised.

[74] As discussed above, the Panel was required to work subject to strict timelines. It only had 37 working days from the time the comments were received or 32 working days from the time of King's Quarry's response to write the decision. And because the Panel was required to provide a draft decision in advance, in practice it had substantially less time than that to write the decision.

[75] Further, the Panel was required to consider a large volume of material. It was provided with over 150 documents containing thousands of pages. The documents included highly technical assessment and analysis across a wide range of topics. The comments received from the appellants alone consisted of 38 separate documents. Kings Quarry's response to the comments contained a legal memorandum and 18 other technical documents, including the Aggretech report.

[76] If the Panel were required to include the reasons for their finding in relation to sub-issues of the kind here, their report — which is already 114 pages — would have needed to be considerably longer. It would have taken considerably longer to write the decision. That would cut against the requirements of s 10.

[77] For the above reasons, reading s 87 in light of s 10 leads me to the conclusion that the Panel was not required to provide reasons for their findings in relation to the specific matters of contention raised by the three reports.

Result

[78] The application for judicial review is declined.

[79] The appeal is dismissed.

[80] If the parties cannot agree on costs:

- (a) Kings Quarry should file a memorandum of no more than 3 pages within 20 working days;
- (b) the appellants should file a memorandum in response of no more than 3 pages within a further 10 working days; and
- (c) I will then determine costs on the papers.

Blanchard J

Future Proof Partners



Urban & Environmental

From: Fraser McNutt [REDACTED]
Sent: Friday, 23 January 2026 4:53 pm
To: Chris Dillon [REDACTED]
Cc: Steve Denize [REDACTED]; Sonia Baker [REDACTED]; Sam Le Heron [REDACTED] Miffy Foley [REDACTED]; Donna Tracey [REDACTED]; Robert Brodnax [REDACTED]; Wendy Robinson [REDACTED]; Juliana Reu Junqueira [REDACTED]; Ben Petch [REDACTED]; Lachlan Muldowney [REDACTED]

Subject: RE: FTAA "relevant regional or national significance" issue

Thankyou all for your consideration and response.

Have a great long weekend.

FRASER MCNUTT
Partner/Waikato Manager (MNZPI)

B&A
Urban & Environmental



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Kerikeri, Whangārei, Warkworth,
Auckland, Hamilton, Cambridge,
Tauranga, Napier, Wellington,
Christchurch, Queenstown, Wānaka

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and we request you delete it and contact us at once by return email.

From: Chris Dillon [REDACTED]
Sent: Friday, 23 January 2026 1:24 pm
To: Fraser McNutt [REDACTED]
Cc: Steve Denize [REDACTED]; Sonia Baker [REDACTED]; Sam Le Heron [REDACTED] Miffy Foley [REDACTED]; Donna Tracey [REDACTED]; Robert Brodnax [REDACTED]; Wendy Robinson [REDACTED]; Juliana Reu Junqueira [REDACTED]; Ben Petch [REDACTED]; Lachlan Muldowney [REDACTED]

Subject: RE: FTAA "relevant regional or national significance" issue

Importance: High

Hi Fraser we have obtained legal advice on this from LM and based on that have formed a collective FTAT view in response to your email below, as follows.

We won't be engaging on questions of economic validity. We believe it is more appropriate for the applicant to convince the Panel - if requested, and then for the Panel to determine what is the appropriate level of inquiry.

Becoming involved in such a line of enquiry would also be a significant distraction of our limited resources, and we believe that energy can be better put to working with applicants on assessments, master planning, crafting of conditions and PDAs.

Kind regards

Chris

Chris Dillon MSc, MNZPI
Principal Planner | Urban and Spatial Planning Unit

P: [REDACTED] | M: [REDACTED] E: [REDACTED]



Hamilton City Council | Private Bag 3010 | Hamilton 3240 | www.hamilton.govt.nz

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From: Fraser McNutt [REDACTED]
Sent: Thursday, 22 January 2026 1:26 pm
To: Chris Dillon [REDACTED]
Cc: Steve Denize [REDACTED]; Sonia Baker [REDACTED]; Sam Le Heron [REDACTED]
Subject: FTAA "relevant regional or national significance" issue

Hi Chris,

The below email is in regard to all our FT projects we manage with you. This issue is of relevance at the substantive lodgement and panel assessment. Note some were part of the original listings and some referred. Both need consideration post FTAA amendment act and bill commentary from Government.

I'd like to front foot with Council a view in that if referred under the FTAA that the Minister, subject to the information provided by the applicant has already determined if a proposal is of relevant regional or national significance. Section 22 of the Act sets out clearly the determining factors that the Minister may consider, one of which is 'deliver significant economic benefits'.

Of relevance also is S22(6) a) For the purposes of subsection (1)(a), *the Minister may compare the activity involved in the project against the current and other likely uses of the space, taking into account—*

(a) the economic benefits and strategic importance of the proposed project

The Amendment Act has since amended Schedule 2 of the Act to clarify that that the projects listed in that schedule **have significant regional or national benefits**. The Minister explained at the first reading of the Fast-track Approvals Amendment Bill that the purpose of this amendment was to "allow expert panels to focus on the adverse impacts and whether or not they outweigh the projects' benefits and reduce unnecessary litigation".

Despite some of the Proposals not being listed in Schedule 2 of the Act (the original 139 projects in the back end of 2025), they are of significance, in that the recently referred projects have been the subject of substantive assessment that has concluded that they will **"have significant regional benefits" as a part of the decision by the Minister of Infrastructure to refer it to the Panel**. Arguably that assessment was more exhaustive and thorough than the original scheduling process. The amendments made by the Amendment Act suggest that recently some panels and their experts are taking a "forensic" approach in determining whether projects have significant national or regional benefits. In my view this is not the purpose of a Panel and something that shouldn't be 'relitigated' once an application has been referred, lodged and accepted by the EPA and subsequently underway in the substantive process.

We want to avoid what has now become a free for all economic debate on 1. How to determine regional significance 2. Appropriate methodology, level of significance (often economic).....This is a costly process and can cause significant delays and ambiguity to a Panel in my view.

This is of particular relevance to any economic advice or evidence that would be sent to a panel. My goal is to have alignment on the interpretation of this aspect of the FTAA. I am not after written support or determination of a specific level of effect to be clear!

For completeness, section 85 of the act sets out the criteria for which a panel may decline an application which makes reference to regional or national benefits. I want to be clear that this is a determination for the panel and I am not after Councils view on this aspect. Only that we agree that if in the circumstances the Minister has referred an application and deemed it to have significant regional or national benefits, that we do not argue that point and let the panel proceed with their decision making abilities under the Act.

Approval may be declined if adverse impacts out of proportion to regional or national benefits

- (3) A panel may decline an approval if, in complying with [section 81\(2\)](#), the panel forms the view that—
- (a) there are 1 or more adverse impacts in relation to the approval sought; and
 - (b) those adverse impacts are sufficiently significant to be out of proportion to the project's regional or national benefits that the panel has considered under [section 81\(4\)](#), even after taking into account—
 - (i) any conditions that the panel may set in relation to those adverse impacts; and
 - (ii) any conditions or modifications that the applicant may agree to or propose to avoid, remedy, mitigate, offset, or compensate for those adverse impacts.
- (4) To avoid doubt, a panel may not form the view that an adverse impact meets the threshold in subsection (3)(b) solely on the basis that the adverse impact is inconsistent with or contrary to a provision of a specified Act or any other document that a panel must take into account or otherwise consider in complying with [section 81\(2\)](#).
- (5) In subsections (3) and (4), **adverse impact** means any matter considered by the panel in complying with [section 81\(2\)](#) that weighs against granting the approval.

Ngā mihi | Kind regards,

FRASER MCNUTT
Partner/Waikato Manager (MNZPI)



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Auckland, Hamilton, Cambridge,
Tauranga, Napier, Wellington,
Christchurch, Queenstown, Wānaka

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Grandview Road Purchase



Urban & Environmental

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by The Law Association of New Zealand Inc. and by the Real Estate Institute of New Zealand Inc.

DATE: 28th May 2026

VENDOR: 25th
Scott Peter Klaver

PURCHASER:

and/or nominee

Tamariki Rentals Limited.

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

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

PROPERTY

Address: 232 Grandview Road, Western Heights, Hamilton City

Estate: FREEHOLD

STRATUM IN LEASEHOLD

LEASEHOLD

GROSS LEASE (FREEHOLD)

STRATUM IN FREEHOLD

GROSS LEASE (LEASEHOLD)

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

Legal Description:

Area (more or less):
887m²

Lot/Flat/Unit:
9

DP:
867823

Record of Title (unique identifier):
SA54B/931

PAYMENT OF PURCHASE PRICE

Purchase price: [REDACTED]

Plus GST (if any) OR Inclusive of GST (if any)
If neither is deleted, the purchase price includes GST (if any).
GST date (refer clause 13.0):

[REDACTED]

payable on unconditional balance payable 18th September 2026

Deposit (refer clause 2.0): \$ 10% of the Purchase Price to be paid to Monarch Real Estate Limited Trust Account (Bank Account Number 06-0294-0974395-02) upon this agreement becoming unconditional.

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

(1) By payment in cleared funds on the settlement date which is: 26th May 2026 or such other date as mutually agreed, with minimum three months notice.
OR
(2) In the manner described in the Further Terms of Sale. Interest rate for late settlement: 14% p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):	<u>Yes/No</u>	Finance date: <u> </u> working days from the date of this agreement
LIM required (clause 9.3):	<u>Yes/No</u>	LIM date: <u> </u> working days from the date of this agreement
Building report required (clause 9.4):	<u>Yes/No</u>	Building report date: <u> </u> working days from the date of this agreement
Toxicology report required (clause 9.5):	<u>Yes/No</u>	Toxicology report date: <u> </u> working days from the date of this agreement
OIA consent required (clause 9.6):	<u>Yes/No</u>	OIA date (clause 9.8): <u> </u>
Land Act consent required (clause 9.7):	<u>Yes/No</u>	Land Act date (clause 9.8): <u> </u>

TENANCIES

Yes/No

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

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.
Release date: 21 April 2016

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GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Appointee", for the purposes of clause 10, means:
 - (a) an experienced property lawyer or an experienced litigator or an expert committee (such as a committee of TLNZ) appointed by the parties; and
 - (b) where, for the purposes of clause 10.8(4), the claim for compensation is made under clause 5.2, the appointee may be an experienced registered valuer or quantity surveyor appointed by the parties; but
 - (c) if the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president.
- (5) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (6) "Automatic garage door facility" means an electronic facility for the opening and closing of a garage door, operated by a garage door remote control.
- (7) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (8) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (9) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (10) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (11) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (12) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (13) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST by the vendor in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (14) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (15) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (16) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (17) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (18) "Key" includes any instrument, tool, or device for opening and shutting a lock to the property, whether a physical key, an electronic key, a code, a combination of these, or otherwise.
- (19) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (20) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (21) "Lease" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (22) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (23) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(50)(c).
- (24) "LINZ" means Land Information New Zealand.
- (25) "Local authority" means a territorial authority or a regional council.
- (26) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (27) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (28) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (29) "President" means the president of TLNZ, or other authorised delegate.
- (30) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (31) "Property" means the property described in this agreement.
- (32) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.

- (33) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (34) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (35) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (36) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (37) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (38) "Rules" means body corporate operational rules under the Unit Titles Act.
- (39) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (40) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (41) "Settlement date" means the date specified as such in this agreement.
- (42) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all income and outgoings apportioned at the settlement date.
- (43) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (44) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (45) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (46) "TLNZ" means The Law Association of New Zealand Incorporated.
- (47) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (48) "Unit title" means a unit title under the Unit Titles Act.
- (49) "Unit Titles Act" means the Unit Titles Act 2010.
- (50) "Working day" means any day of the week other than:
(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
(b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
(c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
(d) the day observed as the anniversary of any province in which the property is situated;
(e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhulō Matariki Public Holiday Act 2022; and
(f) any other day that the Government of New Zealand declares to be a public holiday.
A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- 1.2 Unless a contrary intention appears on the front page of this agreement, in this agreement:
- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.
- 1.3 Time for Performance
- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).
- 1.4 Notices
- The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
- (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
- (b) on the party or on the party's lawyer:
- (i) by personal delivery; or
- (ii) by posting by ordinary mail; or
- (iii) by email; or
- (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the party or at the lawyer's office;
- (b) in the case of posting by ordinary mail, on the fifth working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;

- (c) in the case of email:
- (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
- (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
- (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.
- 1.5 Interpretation and Execution**
- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
 - (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
 - (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
 - (4) Headings are for information only and do not form part of this agreement.
 - (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
 - (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.
 - (7) This agreement may be signed by means of an electronic signature.
- 1.6 Use of form**
- (1) Each party warrants that neither they nor their lawyer or agent has altered, removed, or added to the published text of this edition of the TLNZ/REINZ Agreement for Sale and Purchase of Real Estate. This warranty does not prohibit nor apply to:
 - (a) removal of published text by way of strikethrough (for example, ~~strikethrough~~), nor
 - (b) the addition of text to the published text in a manner which leaves the published text in place and which makes the alteration, removal, or addition reasonably identifiable.
- 2.0 Deposit**
- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
 - 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit prior to the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
 - 2.3 The deposit shall be in part payment of the purchase price.
 - 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
 - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
 - (3) where the property is a unit title:
 - (a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
 - (b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
 - (c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
 - (4) this agreement is:
 - (a) cancelled pursuant to clause 6.2(3)(c); and/or
 - (b) avoided pursuant to clause 9.10(5).
 - 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.

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

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (not being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.3(1) till 2022);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

Last-Minute Settlement

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

Purchaser Default: Late Settlement

3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:

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

Vendor Default: Late Settlement or Failure to Give Possession

3.13 (1) For the purposes of this clause 3.13:

(a) the default period means:

- (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
- (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and

(b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.

(2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:

(a) the vendor shall pay the purchaser, at the purchaser's election, either:

- (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
- (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and

(b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:

- (i) any withholding tax; and
- (ii) any bank or legal administration fees and commission charges; and
- (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.

(3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.

(4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.

(5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomes which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomes, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.

(6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.

(7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

3.14 If:

(1) this is an agreement for the sale by a commercial on-seller of a household unit; and

(2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,

then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Form) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).

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

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

then the vendor may extend the settlement date:

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

New Title Provision

- 3.17 (1) Where:
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:
- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

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

5.0 Risk and Insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

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

5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastal Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued, and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
- (a) the vendor shall notify the purchaser (a vendor's notice) of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) upon receiving a vendor's notice under clause 6.2(3)(a), the purchaser is entitled to cancel this agreement by notice to the vendor;
 - (c) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (d) if the purchaser does not on or before the fifth working day after service of a vendor's notice either:
 - (i) cancel this agreement under clause 6.2(3)(b); or
 - (ii) notify the vendor that the purchaser waives the objection or requisition,
 then either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- (4) Nothing in this clause 6.2 prevents the purchaser from waiving any objection or requisition by notice at any time before this agreement is cancelled.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
- (a) In the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be); then the purchaser may requisition the title under clause 6.2 requiring the vendor:
 - (c) In the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) In the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, automatic garage door facility, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
 - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
 - (4) Where an allowance has been made by the vendor in the settlement statement for income receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) where any "restricted building work" as defined in the Building Act was done on the property on or after 13 March 2012, such work was carried out or supervised by a suitably qualified person;
 - (c) to the vendor's knowledge, the works were completed in compliance with any required permits or consents; and
 - (d) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

8.0 Unit title and cross-lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.
 - (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan;
 - (d) the deposit of an amendment to the unit plan, or a new unit plan in substitution for the existing unit plan; or
 - (e) any change to utility interest, or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
- (1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
 - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
- (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
 - (2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
 - (3) Since the date of this agreement, the vendor has not voted on any matter that would alter the warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) without the written consent of the purchaser.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that:
- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
 - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 **Unauthorised Structures – Cross-Leases and Unit Titles**
- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
 - (a) in the case of a cross-lease title, any required lessors' consent; or
 - (b) in the case of a unit title, any required body corporate consent,
 the purchaser may demand within the period expiring on the earlier of:
 - (i) the tenth working day after the date of this agreement; or
 - (ii) the settlement date,
 that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
 - (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.7(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

9.1 Finance condition

- (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a reasonable explanation of the steps taken by the purchaser to arrange finance, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

9.3 Land Information Memorandum condition

- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
 - (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
 - (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

9.4 Building report condition

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

9.5 Toxicology report condition

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

9.6 Overseas Investment Act consent condition

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

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

- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition
If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section. All condition(s) under section 225(2) of that Act are deemed to be satisfied by both parties once the survey plan has deposited.
- 9.10 Operation of conditions
If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off; or
 - (2) there is a dispute between the parties regarding any moneys payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party as early as is reasonably practicable and in any event no later than on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an appointee. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president;

- (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
- where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
- (4) If the parties cannot agree on the interim amount, the interim amount shall be determined by an appointee. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee.
- (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
- (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
- (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 10.13 Where the appointee is determined by the president, the president shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of that determination.
- 11.0 Notice to complete and remedies on default**
- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- on or before the twelfth working day after the date of service of the notice; or
 - on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,
- time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - sue the purchaser for specific performance; or
 - cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - sue the purchaser for damages.
 - Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.

- (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
- (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

12.0 Non-merger

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

13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.9(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3 (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

14.0 Zero-rating

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

- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement. If the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.

- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.

- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.

- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:

- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
 - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.

- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

16.0 Limitation of Liability

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

17.0 Counterparts

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

18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.

- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent referred to in clause 18.0 may provide certain information relating to the sale to REINZ.
- 19.2 This information includes the sale price, address and other details about the property. The information is stored on a secure password protected network under REINZ's control.
- 19.3 REINZ combines this information with other property and market information and uses it itself or makes it available to real estate agencies and valuers, and other third parties (or service providers to any of them) for the following purposes:
- (1) provision of appraisals and valuations to prospective vendors or purchasers of properties in the same area as the property;
 - (2) publication of reports and guidance on the real estate market nationally or in particular locations; and
 - (3) research, statistical, and predictive analysis for internal use or publication.
- 19.4 The information provided to REINZ under clause 19.1 does not specifically identify either of the parties to this agreement but may be combined with other information in the databases maintained by REINZ or other recipients, resulting in it becoming personal information under the Privacy Act 2020. Either party is therefore entitled to request access to and correction of any personal information held by REINZ by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition specified elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.

April 2022

FURTHER TERMS OF SALE

21.0 Acknowledgements

The vendor and purchaser acknowledge and accept that:

- (a) the agent may be entitled to a commission on referring the purchaser to a mortgage or insurance broker or provider of other services;
- (b) when purchased for residential investment purposes, details of the transaction and parties will be given to Harcourts Hamilton Rentals;
- (c) Moving Hub will receive details of the transaction and parties. They may make contact inviting moving and utility connection services, for the parties to accept or decline entirely at their own discretion;
- (d) The vendor warrants to leave the local council recycling bins empty and clean at settlement.

22.0 Due Diligence

This Agreement is entirely conditional upon the Purchaser approving (in the Purchaser's sole and unfettered discretion) all matters that the Purchaser considers may touch, concern or affect the property or the commercial viability of the transaction. If notice of the Purchaser's approval of the property is not received in writing by the Vendor's Solicitor by 4:00pm on the 10th working day following the date of this agreement, this agreement will be at an end. This condition is inserted for the sole benefit of the Purchaser and the Vendor shall not be entitled to inquire into the Purchaser's exercise of discretion under this clause.

23.0 Confidentiality

The parties hereto covenant the information contained in this agreement shall remain completely confidential to the parties named, their respective advisers, the purchaser's financiers, the vendor's and/or the purchaser's valuers and the real estate agents, and the obligation in respect of this clause continues until this agreement is concluded and settlement has been completed, or the parties herein agree the information is no longer confidential.



SCHEDULE 1

Eleventh Edition 2022 (4)

(GST Information – see clause 14.0)

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

Section 1 Vendor

1(a)	The vendor's registration number (if already registered):	
1(b)	(i) All of the property is being used as a principal place of residence at the date of this agreement.	Yes/No/NA
	(ii) The supply of all of the property will be a taxable supply.	Yes/No/NA
	(iii) Part of the property is being used as a principal place of residence at the date of this agreement	Yes/No/NA
	(iv) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	
	(v) The supply of that part described in 1(b)(iv) will be a taxable supply.	Yes/No/NA

Section 2 Purchaser

2(a)	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b)	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)

2(c)	The purchaser's details are as follows:	
	(i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
2(d)	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No Yes/No
2(e)	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No

If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

Section 3 Nominee

3(a)	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b)	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.

3(c)	The nominee's details (if known to the purchaser) are as follows:	
	(i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
3(d)	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No Yes/No

SCHEDULE 2

List all chattels included in the sale

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

Stove	()	Rangehood	()	Wall/under bench oven	()	Cooktop/hob	()
Dishwasher	()	Kitchen waste disposal	()	Smoke detectors	()	Bathroom extractor fans	()
Security alarm	()	Heat pump	()	Heated towel rail	()	Garage door remote control	()
Garden shed	()	Light fittings		Window coverings		Fixed floor coverings	
Automatic garage door facility							
<i>Ducted heat pump</i>							

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

SCHEDULE 3

Residential Tenancies

Name of Tenant(s):

Rent:

Term:

Bond:

Pet Bond:

Copyright

April 2026

Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

WARNING AND DISCLAIMER

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

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

Acknowledgements

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

The person or persons signing this agreement acknowledge that either:

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

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

Before signing, each party should read this entire contract and should obtain all relevant professional advice. This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):



Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

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

Signature of Vendor(s):



Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

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

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

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

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

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

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

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

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

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

*If this agreement is signed under:

- a Power of Attorney – please attach a Certificate of non-revocation (available from TLNZ: 4D98WFP or REINZ); or
- an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from TLNZ: 4D97WFP or REINZ).

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

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

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

VENDOR:

Scott Peter Klaver

Contact Details:

VENDOR'S LAWYERS:

Firm: Rhys Ellison Law

Individual Acting: Rhys Ellison

Email:

Contact Details:

Email address for service of notices (clause 1.4):

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm: Neveena Beane &

Individual Acting: Logan Wallace

Email:

Contact Details:

Email address for service of notices (clause 1.4):

SALE BY LICENSED REAL ESTATE AGENT: Monarch Real Estate Limited -
a Member of the Harcourts Group

Manager: David Forster

Salesperson: Jim Hasan

Second Salesperson:

Contact Details:

Licensed Real Estate Agent under Real Estate Agents Act 2008

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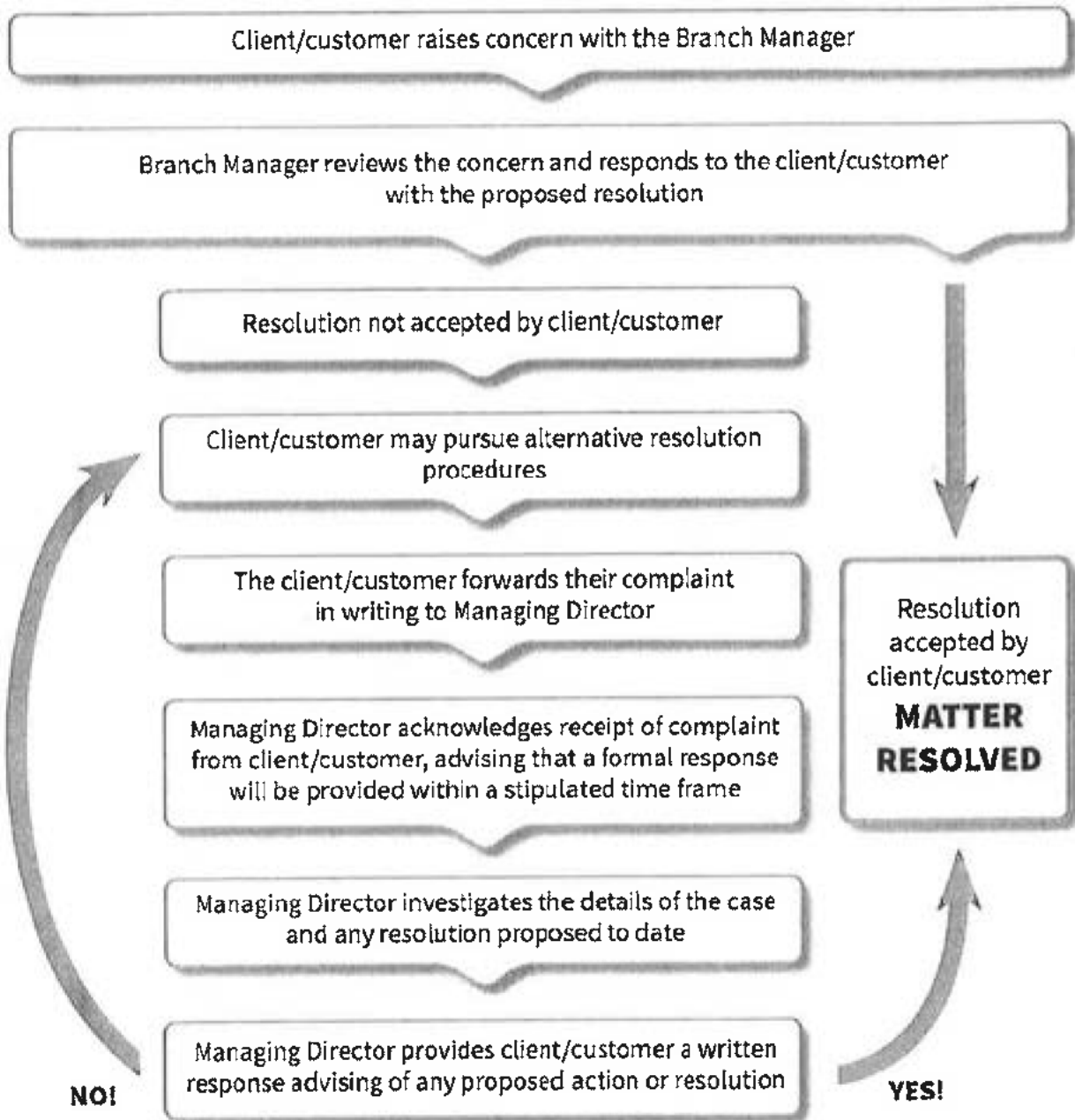
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Harcourts

IN-HOUSE COMPLAINTS PROCEDURE

(REAL ESTATE AGENTS ACT 2008 - PROFESSIONAL CONDUCT AND CLIENT CARE RULES)



NOTE: This process does not preclude the matter from being referred to the Real Estate Agents Authority. The Authority may be contacted at: The Real Estate Agents Authority, PO Box 25-063, Wellington 6146 or www.reaa.govt.nz

www.hamilton.harcourts.co.nz

Harcourts

Monarch Real Estate Limited Licensed Agent RLAA 2005



Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at _____ (property).

Purchaser Name: _____

Address: _____

Phone: _____

Email: _____

Solicitor: _____
(Name) (Firm)

Overseas Investment Act:

☐ I/we understand that residential property purchases are now subject to the provisions of the Overseas Investment Act 2005 (OIA). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent and do not obtain it or our application is declined, we will not be able to settle the property transaction and may incur liability to the vendor.

If you are uncertain about your eligibility or whether the property is subject to the oia, you must make your offer subject to obtaining overseas investment office consent.

AUCTIONS: you must not bid on a property at auction unless you are able to buy the property on an unconditional basis. You may incur liability to the vendor if you purchase the property at auction in circumstances where you do not meet the eligibility criteria in the oia.

☐ I am a New Zealand, Australian or Singaporean citizen.

☐ I have a New Zealand resident visa or a New Zealand, Australian or Singaporean permanent residence visa and live in New Zealand and have lived in New Zealand for 183 days in the past 12 months.
(If you do not meet the above criteria, you will need Overseas Investment Office consent)

Customer Due Diligence:

☐ I/we understand and acknowledge that before my lawyer can act for me, they must complete customer due diligence (CDD) on me under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFTA). If my lawyer cannot complete customer due diligence on me and cannot act for me for as a result, I may not be able to satisfy conditions under the agreement or settle the property purchase. This may result in me incurring liability to the vendor.

Signed: _____ Signed: _____

Name: _____ Name: _____

Date: _____ Date: _____

If you are intending to purchase the property as trustees of a trust, all trustees must sign this form.
If a company is purchasing the property, by signing this form you acknowledge that you are duly authorised to sign this form on the company's behalf.

How to determine if an individual is an overseas person



AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by The Law Association of New Zealand Inc. and by the Real Estate Institute of New Zealand Inc.

DATE: 22nd May 2026

VENDOR:

[Redacted]

PURCHASER:

and/or nominee

Tamariki Rentals Limited

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

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

PROPERTY

Address: 234 Grandview Road, Western Heights, Hamilton City

Estate: ☒ FREEHOLD

☐ STRATUM IN LEASEHOLD

☐ LEASEHOLD

☐ GROSS LEASE (FREEHOLD)

☐ STRATUM IN FREEHOLD

☐ GROSS LEASE (LEASEHOLD)

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

Legal Description:

Area (more or less):

822m²

Lot/Flat/Unit:

44

DP:

S59874

Record of Title (unique identifier):

SA48C/672

PAYMENT OF PURCHASE PRICE

Purchase price:

[Redacted]

Plus GST (if any) OR Inclusive of GST (if any)
If neither is deleted, the purchase price includes GST (if any).
GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ 10% of the Purchase Price to be paid to Monarch Real Estate Limited Trust Account (Bank Account Number 06-0294-0974395-02) upon this agreement becoming unconditional.

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

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

OR

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

15th December 2027, or such other date as mutually agreed, with minimum three months notice
Interest rate for late settlement: 14% p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

Finance date: working days from the date of this agreement

LIM required (clause 9.3):

Yes/No

LIM date: working days from the date of this agreement

Building report required (clause 9.4):

Yes/No

Building report date: working days from the date of this agreement

Toxicology report required (clause 9.5):

Yes/No

Toxicology report date: working days from the date of this agreement

OIA consent required (clause 9.6):

Yes/No

OIA date (clause 9.8):

Land Act consent required (clause 9.7):

Yes/No

Land Act date (clause 9.8):

TENANCIES

Yes/No

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

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

Release date: 21 April 2026

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MM 9/10

GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Appointee", for the purposes of clause 10, means:
 - (a) an experienced property lawyer or an experienced litigator or an expert committee (such as a committee of TLNZ) appointed by the parties; and
 - (b) where, for the purposes of clause 10.8(4), the claim for compensation is made under clause 5.2, the appointee may be an experienced registered valuer or quantity surveyor appointed by the parties; but
 - (c) if the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president.
- (5) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (6) "Automatic garage door facility" means an electronic facility for the opening and closing of a garage door, operated by a garage door remote control.
- (7) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (8) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (9) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (10) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (11) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (12) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (13) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (14) "Electronic Instrument" has the same meaning ascribed to that term in the Land Transfer Act 2017.
- (15) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (16) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (17) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (18) "Key" includes any instrument, tool, or device for opening and shutting a lock to the property, whether a physical key, an electronic key, a code, a combination of these, or otherwise.
- (19) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (20) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (21) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (22) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (23) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(50)(c).
- (24) "LINZ" means Land Information New Zealand.
- (25) "Local authority" means a territorial authority or a regional council.
- (26) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (27) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (28) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, Issued by the New Zealand Law Society.
- (29) "President" means the president of TLNZ, or other authorised delegate.
- (30) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (31) "Property" means the property described in this agreement.
- (32) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.

- (33) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that effects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (34) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (35) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (36) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (37) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (38) "Rules" means body corporate operational rules under the Unit Titles Act.
- (39) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (40) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (41) "Settlement date" means the date specified as such in this agreement.
- (42) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomes and outgoings apportioned at the settlement date.
- (43) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (44) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (45) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (46) "TLNZ" means The Law Association of New Zealand Incorporated.
- (47) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (48) "Unit title" means a unit title under the Unit Titles Act.
- (49) "Unit Titles Act" means the Unit Titles Act 2010.
- (50) "Working day" means any day of the week other than:
(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
(b) If Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
(c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
(d) the day observed as the anniversary of any province in which the property is situated;
(e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
(f) any other day that the Government of New Zealand declares to be a public holiday.
A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- 1.2 Unless a contrary intention appears on the front page of this agreement:
- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.
- 1.3 Time for Performance
- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).
- 1.4 Notices
- The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
- (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
- (b) on the party or on the party's lawyer:
- (i) by personal delivery; or
- (ii) by posting by ordinary mail; or
- (iii) by email; or
- (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the party or at the lawyer's office;
- (b) in the case of posting by ordinary mail, on the fifth working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;

- (c) in the case of email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
- (d) In the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
- (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 Interpretation and Execution

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

1.6 Use of form

- (1) Each party warrants that neither they nor their lawyer or agent has altered, removed, or added to the published text of this edition of the TLNZ/REINZ Agreement for Sale and Purchase of Real Estate. This warranty does not prohibit nor apply to:
 - (a) removal of published text by way of strike through (for example, strikethrough), nor
 - (b) the addition of text to the published text in a manner which leaves the published text in place and which makes the alteration, removal, or addition reasonably identifiable.

2.0 Deposit

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

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.

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

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (not being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.3);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

Last-Minute Settlement

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

Purchaser Default: Late Settlement

3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:

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

Vendor Default: Late Settlement or Failure to Give Possession

3.13 (1) For the purposes of this clause 3.13:

- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account, on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.

- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

3.14 If:

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

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

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

then the vendor may extend the settlement date:

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

New Title Provision

- 3.17 (1) Where:
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:
- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:

- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
- (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld; and
- (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.

- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:

- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
- (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.

- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:

- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
- (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.

- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.

- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:

- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
- (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and Insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

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

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued, and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
- (a) the vendor shall notify the purchaser (a vendor's notice) of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) upon receiving a vendor's notice under clause 6.2(3)(a), the purchaser is entitled to cancel this agreement by notice to the vendor;
 - (c) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (d) if the purchaser does not on or before the fifth working day after service of a vendor's notice either:
 - (i) cancel this agreement under clause 6.2(3)(b); or
 - (ii) notify the vendor that the purchaser waives the objection or requisition,
 then either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- (4) Nothing in this clause 6.2 prevents the purchaser from waiving any objection or requisition by notice at any time before this agreement is cancelled.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
- (a) in the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- then the purchaser may requisition the title under clause 6.2 requiring the vendor:
- (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:

- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
- (2) given any consent or waiver,

which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.

7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

7.3 The vendor warrants and undertakes that at settlement:

- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, automatic garage door facility, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
- (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
- (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
- (4) Where an allowance has been made by the vendor in the settlement statement for income receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
- (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) where any "restricted building work" as defined in the Building Act was done on the property on or after 13 March 2012, such work was carried out or supervised by a suitably qualified person;
 - (c) to the vendor's knowledge, the works were completed in compliance with any required permits or consents; and
 - (d) where appropriate, a code compliance certificate was issued for those works.
- (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
- (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.

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

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

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

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

8.0 Unit title and cross-lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.
 - (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan;
 - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
 - (e) any change to utility interest or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
- (1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
 - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
- (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
 - (2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
 - (3) Since the date of this agreement, the vendor has not voted on any matter that would alter the warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) without the written consent of the purchaser.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that:
- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
 - (2) If that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 Unauthorised Structures – Cross-Leases and Unit Titles
- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
 - (a) in the case of a cross-lease title, any required lessors' consent; or
 - (b) In the case of a unit title, any required body corporate consent,
 the purchaser may demand within the period expiring on the earlier of:
 - (i) the tenth working day after the date of this agreement; or
 - (ii) the settlement date,
 that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
 - (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 6.3(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

9.1 Finance condition

- (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a reasonable explanation of the steps taken by the purchaser to arrange finance, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

9.3 Land Information Memorandum condition

- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
 - (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
 - (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

9.4 Building report condition

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

9.5 Toxicology report condition

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

9.6 Overseas Investment Act consent condition

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

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

- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition
If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section. All condition(s) under section 225(2) of that Act are deemed to be satisfied by both parties once the survey plan has deposited.
- 9.10 Operation of conditions
If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfillment.
 - (3) Time for fulfillment of any condition and any extended time for fulfillment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfillment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfillment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off; or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party as early as is reasonably practicable and in any event no later than on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an appointee. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president;

- (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
- where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
- (4) If the parties cannot agree on the interim amount, the interim amount shall be determined by an appointee. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee.
- (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
- (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
- (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.8 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 10.13 Where the appointee is determined by the president, the president shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of that determination.
- 11.0 Notice to complete and remedies on default**
- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- on or before the twelfth working day after the date of service of the notice; or
 - on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,
- time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - sue the purchaser for specific performance; or
 - cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - sue the purchaser for damages.
 - Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.

- (3) The damages claimable by the vendor under clause 11.4(1)(b)(i) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
- (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

12.0 Non-merger

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

13.0 Goods and Services Tax and Purchase Price Allocation

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

14.0 Zero-rating

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

- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.

- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.

- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.

- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:

- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person by the date of the supply;
 - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.

- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.6 of this agreement shall apply.

16.0 Limitation of Liability

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

17.0 Counterparts

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

18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.

- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent referred to in clause 18.0 may provide certain information relating to the sale to REINZ.
- 19.2 This information includes the sale price, address and other details about the property. The information is stored on a secure password protected network under REINZ's control.
- 19.3 REINZ combines this information with other property and market information and uses it itself or makes it available to real estate agencies and valuers, and other third parties (or service providers to any of them) for the following purposes:
- (1) provision of appraisals and valuations to prospective vendors or purchasers of properties in the same area as the property;
 - (2) publication of reports and guidance on the real estate market nationally or in particular locations; and
 - (3) research, statistical, and predictive analysis for internal use or publication.
- 19.4 The information provided to REINZ under clause 19.1 does not specifically identify either of the parties to this agreement but may be combined with other information in the databases maintained by REINZ or other recipients, resulting in it becoming personal information under the Privacy Act 2020. Either party is therefore entitled to request access to and correction of any personal information held by REINZ by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.

April 2026

FURTHER TERMS OF SALE

21.0 Acknowledgements

The vendor and purchaser acknowledge and accept that:

- (a) the agent may be entitled to a commission on referring the purchaser to a mortgage or insurance broker or provider of other services;
- (b) when purchased for residential investment purposes, details of the transaction and parties will be given to Harcourts Hamilton Rentals;
- (c) Moving Hub will receive details of the transaction and parties. They may make contact inviting moving and utility connection services, for the parties to accept or decline entirely at their own discretion;
- (d) The vendor warrants to leave the local council recycling bins empty and clean at settlement.

22.0 Due Diligence

This Agreement is entirely conditional upon the Purchaser approving (in the Purchaser's sole and unfettered discretion) all matters that the Purchaser considers may touch, concern or affect the property or the commercial viability of the transaction. If notice of the Purchaser's approval of the property is not received in writing by the Vendor's Solicitor by 4:00pm on the 8 working day following the date of this agreement, this agreement will be at an end. This condition is inserted for the sole benefit of the Purchaser and the Vendor shall not be entitled to inquire into the Purchaser's exercise of discretion under this clause.

23.0 Confidentiality

The parties hereto covenant the information contained in this agreement shall remain completely confidential to the parties named, their respective advisers, the purchaser's financiers, the vendor's and/or the purchaser's valuers and the real estate agents, and the obligation in respect of this clause continues until this agreement is concluded and settlement has been completed, or the parties herein agree the information is no longer confidential.



SCHEDULE 1

Eleventh Edition 2022 (4)

(GST Information – see clause 14.0)

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

Section 1 Vendor

1(a)	The vendor's registration number (if already registered):	
1(b)	(i) All of the property is being used as a principal place of residence at the date of this agreement.	Yes/No/NA
	(ii) The supply of all of the property will be a taxable supply.	Yes/No/NA
	(iii) Part of the property is being used as a principal place of residence at the date of this agreement	Yes/No/NA
	(iv) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	
	(v) The supply of that part described in 1(b)(iv) will be a taxable supply.	Yes/No/NA

Section 2 Purchaser

2(a)	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b)	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)

2(c)	The purchaser's details are as follows:	
	(i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
2(d)	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
	OR	
	The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act.	Yes/No
	That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	
2(e)	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No

If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

Section 3 Nominee

3(a)	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b)	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.

3(c)	The nominee's details (if known to the purchaser) are as follows:	
	(i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
3(d)	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
	OR	
	The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act.	Yes/No
	That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	

SCHEDULE 2

List all chattels included in the sale

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

Stove	()	Rangehood	()	Wall/under bench oven	()	Cooktop/ not <i>Electric</i>	()	
Dishwasher	()	Kitchen waste disposal	()	Smoke detectors	()	Bathroom extractor fans	()	
Security alarm	()	Heat pump	<i>x 2</i>	()	Heated towel rail	()	Garage door remote control	()
Garden shed	()	Light fittings		Window coverings		Fixed floor coverings		
Automatic garage door facility								

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

SCHEDULE 3

Residential Tenancies

Name of Tenant(s):

Rent:

Term:

Bond:

Pet Bond:

Copyright

April 2020

Commercial/Industrial Tenancies

(if necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

WARNING AND DISCLAIMER

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

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

Acknowledgements

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

The person or persons signing this agreement acknowledge that either:

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

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

Before signing, each party should read this entire contract and should obtain all relevant professional advice. This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

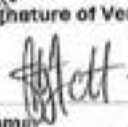
Signature of Purchaser(s):


Name: _____
Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Name: _____
Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Name: _____
Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Signature of Vendor(s):


Name: _____
Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Name: _____
Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Name: _____
Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

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

Also insert the following wording for the Attorney's Signature above:
Signed for (full name of the donor) by (his or her Attorney (attorney's signature)).

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

VENDOR:

[REDACTED]

Contact Details:

VENDOR'S LAWYERS:

Firm: *Norot Ward*

Individual Acting: *And*

Email: [REDACTED]

Contact Details:

Email address for service of notices (clause 1.4):

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm: *Neelerman Borne H*

Individual Acting: *Logan Wallace*

Email: [REDACTED]

Contact Details:

Email address for service of notices (clause 1.4):

SALE BY LICENSED REAL ESTATE AGENT: Monarch Real Estate Limited -
a Member of the Harcourts Group

Manager: David Forster

Salesperson: Jim Hasan

Second Salesperson:

Contact Details:

Licensed Real Estate Agent under Real Estate Agents Act 2008

© The Law Association of New Zealand Inc. (TLANZ) & Real Estate Institute of New Zealand Inc. (REINZ)

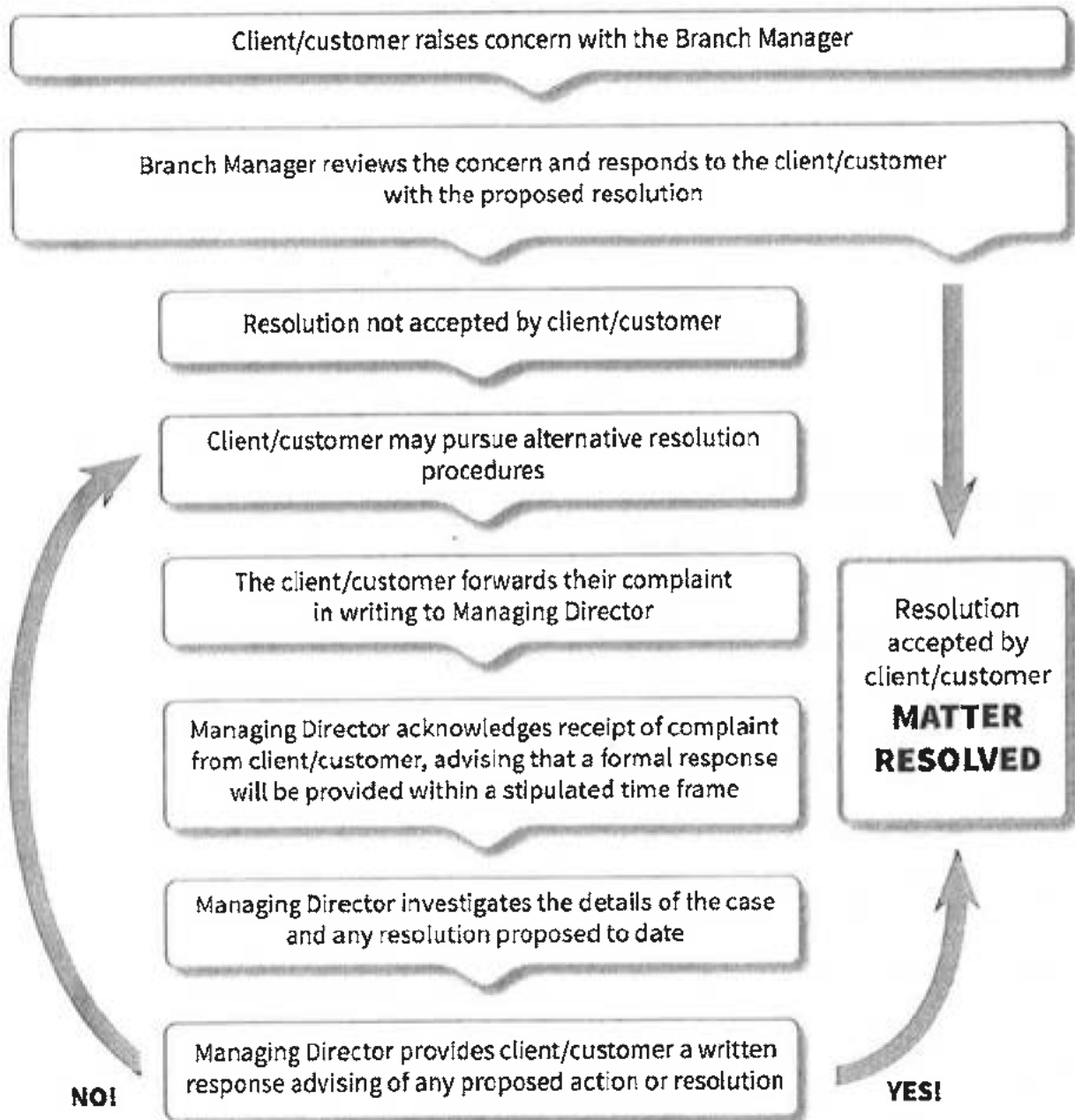
IMPORTANT WARNING: All copyright in and associated with this form and its contents is owned by TLANZ & REINZ. A user of this form only acquires a limited non-exclusive licence to use it *once within a single transaction only*. The standard TLANZ & REINZ contract terms apply, which also prohibit any form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

TLANZ & REINZ monitor the use of this form and may take enforcement action against any person acting in breach of these obligations. Copying or digitising this form and altering its standard text, without clearly identifying the alterations, is prohibited, and, in addition to copyright infringement, may also be a breach of the Fair Trading Act 1986 and misrepresentation.

Harcourts

IN-HOUSE COMPLAINTS PROCEDURE

(REAL ESTATE AGENTS ACT 2008 - PROFESSIONAL CONDUCT AND CLIENT CARE RULES)



NOTE: This process does not preclude the matter from being referred to the Real Estate Agents Authority. The Authority may be contacted at: The Real Estate Agents Authority, PO Box 25-063, Wellington 6146 or www.reaa.govt.nz

www.hamilton.harcourts.co.nz

Harcourts

Monarch Real Estate Limited Licensed Agent REAA 2008



Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at

(property).

Purchaser Name: _____

Address: _____

Phone: _____

Email: _____

Solicitor: _____
(Name) (Firm)

Overseas Investment Act:

☐ I/we understand that residential property purchases are now subject to the provisions of the Overseas Investment Act 2005 (OIA). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent and do not obtain it or our application is declined, we will not be able to settle the property transaction and may incur liability to the vendor.

If you are uncertain about your eligibility or whether the property is subject to the oia, you must make your offer subject to obtaining overseas investment office consent.

AUCTIONS: you must not bid on a property at auction unless you are able to buy the property on an unconditional basis. You may incur liability to the vendor if you purchase the property at auction in circumstances where you do not meet the eligibility criteria in the oia.

☐ I am a New Zealand, Australian or Singaporean citizen.

☐ I have a New Zealand resident visa or a New Zealand, Australian or Singaporean permanent residence visa and live in New Zealand and have lived in New Zealand for 183 days in the past 12 months.
(If you do not meet the above criteria, you will need Overseas Investment Office consent)

Customer Due Diligence:

☐ I/we understand and acknowledge that before my lawyer can act for me, they must complete customer due diligence (CDD) on me under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFTA). If my lawyer cannot complete customer due diligence on me and cannot act for me for as a result, I may not be able to satisfy conditions under the agreement or settle the property purchase. This may result in me incurring liability to the vendor.

Signed: _____ Signed: _____

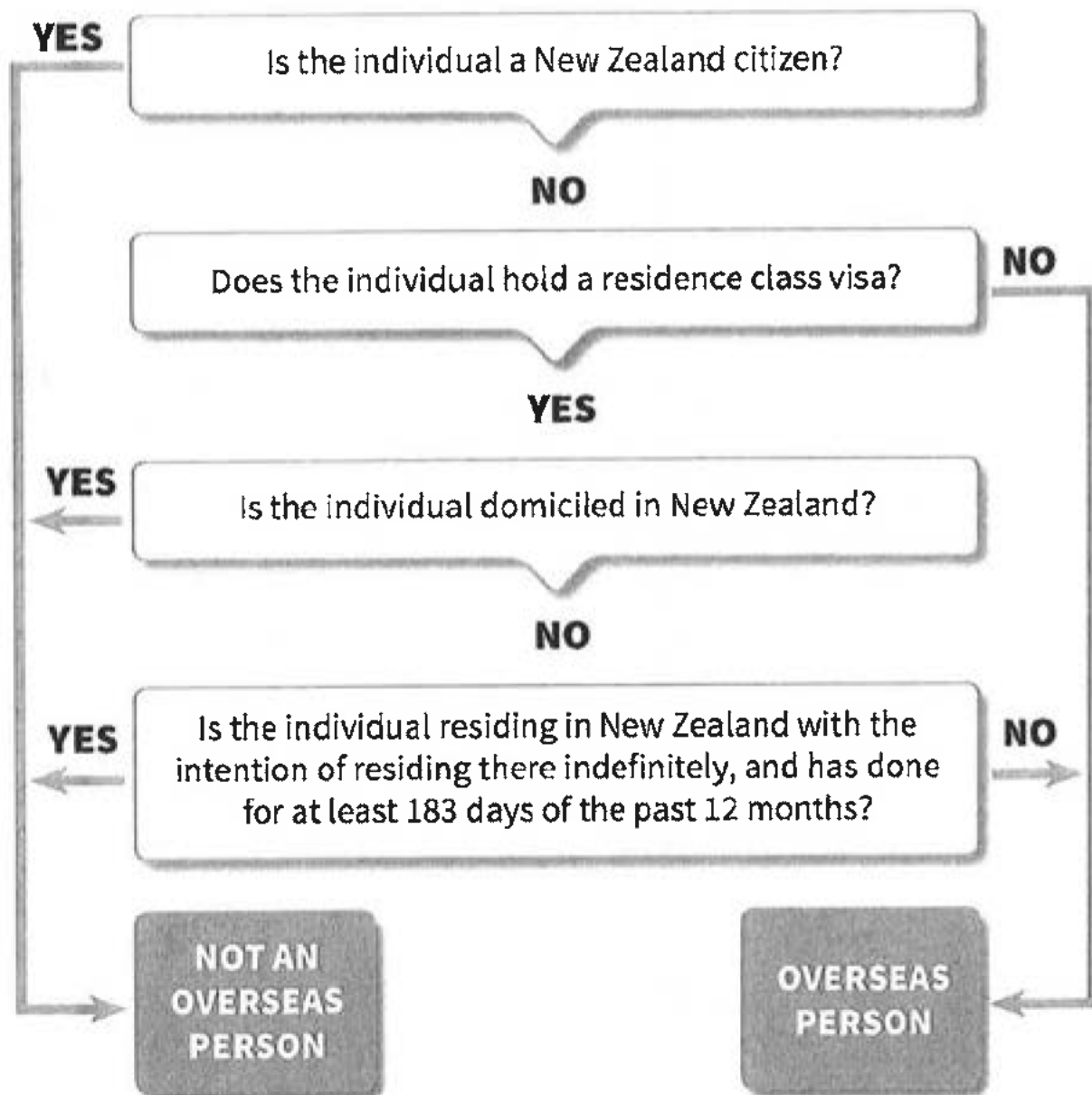
Name: _____ Name: _____

Date: _____ Date: _____

If you are intending to purchase the property as trustees of a trust, all trustees must sign this form.

If a company is purchasing the property, by signing this form you acknowledge that you are duly authorised to sign this form on the company's behalf.

How to determine if an individual is an overseas person



Hamilton City Council



Urban & Environmental

Stella Quigley

From: Sonia Baker [REDACTED]
Sent: Thursday, 5 February 2026 9:17 am
To: Sam Le Heron; Denzil Govender
Cc: Fraser McNutt; Stella Quigley; Dean Morris
Subject: Re: Brymer technical shares

You don't often get email from [REDACTED] [Learn why this is important](#)

Great, thanks Sam.

I'll let the everyone know its there.

Ngaa mihi
Sonia

Sonia Baker

Programme Manager Greenfield Growth | Sustainable Communities Unit |
Strategy, Growth & Planning Group

Mob: [REDACTED] | Email: [REDACTED]

From: Sam Le Heron [REDACTED]
Sent: Wednesday, February 04, 2026 7:07 PM
To: Sonia Baker [REDACTED]; Denzil Govender [REDACTED]
Cc: Fraser McNutt [REDACTED]; Stella Quigley [REDACTED]; Dean Morris [REDACTED]
Subject: RE: Brymer technical shares

Hi Sonia,

Thanks for the call this afternoon.

We have now added Appendix A and Appendix B to the SMP provided in the shared folder with Council.

We look forward to getting a summary of the preliminary thoughts from the wider group so we can make the most of the workstream discussion on Monday.

Any questions please do get in touch.

Ngā mihi | Kind regards,

SAM LE HERON
Senior Associate
(MNZPI)



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From: Sam Le Heron

Sent: Tuesday, 3 February 2026 4:08 pm

To: 'Sonia Baker' [redacted]; Denzil Govender [redacted]

Cc: Fraser McNutt [redacted]; Stella Quigley [redacted]

Subject: Brymer technical shares

Hi Sonia and Denzil,

Thanks for the time yesterday to progress the Brymer workshop forum with HCC and wider stakeholders.

In the one-drive link below, you will find the following:

- draft stormwater management plan
- draft acid sulphate memo

- draft geotechnical report
- draft archaeological assessment
- draft strategic water and wastewater servicing options

The draft SMP is intended to assist the stormwater workshop next Monday. The W and WW strategic servicing options is being progressed in parallel with Brent and Ben.

The other information is to share and provide an update on those disciplines, as it was mentioned wider update on reporting is helpful.

 [Feb 2026 Updates](#)

Any questions on this please do give me a bell.

Ngā mihi | Kind regards,

SAM LE HERON
Senior Associate
(MNZPI)

298 Victoria Street,
Hamilton 3204

barker.co.nz



Kerikeri | Whangārei | Warkworth |
Auckland | **Hamilton** | Cambridge |
Tauranga | Havelock North | Wellington
|
Christchurch | Wānaka & Queenstown

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From: Sam Le Heron

Sent: Tuesday, 10 February 2026 4:12 pm

To: 'Brent Manning' [REDACTED]; Dean Morris [REDACTED]; Fraser McNutt [REDACTED]

Cc: 'Jackie Colliar' [REDACTED]; 'Brent Manning' [REDACTED]; 'Ben Petch' [REDACTED]; 'Sonia Baker' [REDACTED];
'Catherine Gillum' [REDACTED]

Subject: RE: FT Brymer - water and wastewater next steps

Hi Brent,

Ahead of the w and ww session tomorrow afternoon, please find further detail to support this discussion.

At this session we would value input on these attachments, combined with the preferred strategic solutions, so that Maven can commence immediately with model briefing preparation for Brymer.

If there is anything else specifically that would assist this discussion, please let us know, so we get the most value out of the collective time.

Ngā mihi | Kind regards,

SAM LE HERON
Senior Associate (MNZPI)



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From: Sam Le Heron

Sent: Tuesday, 3 February 2026 3:03 pm

To: 'Brent Manning' [REDACTED]; Dean Morris [REDACTED]; Fraser McNutt [REDACTED]

Cc: 'Jackie Colliar' [REDACTED]; 'Brent Manning' [REDACTED]; 'Ben Petch' [REDACTED]; 'Sonia Baker' [REDACTED]; 'Catherine Gillum' [REDACTED]

Subject: RE: FT Brymer - water and wastewater next steps

Hi Brent,

Tried to give you a call, could you please coordinate a time for Wednesday (11th Feb) for the water and wastewater next steps.

Attached are the preferred strategic solutions for servicing Brymer (wastewater and water), which we are keen to discuss further to refine the modelling briefs and get that work commencing.

Dean will provide further clarity early next week. Ideally, if this can be in person for those available.

Ngā mihi | Kind regards,

SAM LE HERON
Senior Associate (MNZPI)



barker.co.nz 



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From: Brent Manning [REDACTED]
Sent: Monday, 2 February 2026 12:22 pm
To: Dean Morris [REDACTED]; Sam Le Heron [REDACTED]; Fraser McNutt [REDACTED]
Cc: 'Jackie Colliar' [REDACTED]; 'Brent Manning' [REDACTED]; 'Ben Petch' [REDACTED]; 'Sonia Baker' [REDACTED]; 'Catherine Gillum' [REDACTED]
Subject: FT Brymer - water and wastewater next steps

Hi Sam et al,

Just following up on the workshop discussion today and convo re water & wastewater, per Jackie's chat comment *below*:

My apologies everyone - I'm in an IAWAI Board Meeting. I note that we have a schedule that we're working toward from a water and wastewater options development and modelling perspective. Happy to have a separate more focussed meeting with Dean sometime next week alongside Brent and our SMEs to catchup on progress on those things. Can this meeting be recorded please. Ngāa mihi

How does next Monday, Tuesday or Wednesday suit?

Subject to alignment on calendars obviously. Best if we can meet in person.

Jackie and I have prior commitments (that I can see) on Monday 9th (Brymer stormwater workshop 10.30am-12.30pm); Tuesday 10th 11am-1pm.

So potential availability windows are Monday afternoon, Tuesday morning (early) , Tuesday afternoon *(after 2pm); and Wednesday am.

I haven't checked on other SMEs availability; do come back with some suggested times and I'll coordinate/sort a venue.

Fast-track

Project Name	Fast-track	# of meeting notes	001
Meeting	Brymer Farms – WTRM Modelling	Date of meeting	15 April 2026; 2pm
Location	Teams / Ruakura	Notes taken by:	Abbey Schuring

Attendees and apologies

☒	Facilitator; Brent Manning	HCC / Cairocat	☒	Saeid Adli	CoLab Solutions
☒	Victor Devyatov	HCC	☒	Grant Smith	Hollyford
☒	Tony Denton	HCC	☐	Virendra Prasad	Waikato DC
☐	Ben Petch	HCC	☒	Mark Curtis	Waikato DC
☒	Tobie Ueckermann	Transplan (for Applicant)	☒	Matthew Epps	Waikato DC
☐	Gillian Cockerell	HCC			

FINAL

Please provide your review comments within two days of receiving the document.
Minutes become final after two days.

Agenda

Goal;

To further discuss and finalise WTRM modelling brief based on questions from RCAs.

Agenda;

1. Discuss the selection of model files with Tony. Stantec advised that there are several files each with differing scenarios/options they can provide.
2. Confirm correct files and consistency with model files used for other FTAs.

Action items

ID.	Actions – one time, not carried forward	Who	Deadline
1	Identify and confirm the three agreed base WTRM model files to be used for horizon years 2035, 2045 and 2055 (consistent with TKE arterial work).	Victor	As soon as practicable
2	Arrange release of the agreed base model files via Stantec and provide them to Grant Smith (cc all RCAs).	Victor	As soon as practicable
3	Recirculate the latest revised modelling brief (dated 24 March 2026) to all stakeholders to ensure everyone is working from the same scope: per link: 2026-03-24_wrtm-proj-brief_brymer-rd-hamilton_rev3_merged.pdf	Brent	Immediate
4	Circulate supporting evidence for trip generation rates (background data, assumptions, and justification), including higher apartment rates and comparison to other Hamilton developments.	Tobie	Before brief sign-off

5	Prepare and circulate appendices/ diagrams showing: zoning, node locations, connections, staging by horizon year, and how these are coded in the model.	Tobie	Before brief sign-off
6	Confirm and document zone boundaries clearly and, if needed, requesting updated shapefiles from Stantec.	Grant	Before modelling commences
7	Circulate an email to all stakeholders to confirm acceptance of modelling assumptions and brief prior to initiating modelling.	Dr Saeid	Prior to model run
8	Continue investigation into SH23 / Newcastle Rd intersection discrepancies using additional counts and comparison with existing HTM validation data.	Grant	Ongoing / before results are finalised
9	Ensure that all TLAs have access to model outputs and model files (not just summary reports) for independent interrogation and review.	Grant / Stantec	With delivery of modelling outputs
10	Provide a set of meeting minutes and captured actions to all attendees.	Brent	Following meeting

Decisions

ID.	Decisions
1	The modelling will use the same base model files used for TKE assessments for the 2035, 2045 and 2055 horizon years, as these represent the most current and agreed land use and network assumptions.
2	The Wallace Road / other Fast Track consents will not be explicitly modelled in the base scenarios due to the absence of established demand assumptions.
3	Potential development areas outside Brymer Farms (e.g. the “missing tooth” adjacent to the site) will be addressed, if required, through sensitivity testing, rather than core scenarios.
4	Residential typologies and densities referenced in the modelling are based on RITS Version 2.
5	Modelling will proceed only after clear agreement on trip generation assumptions, zoning, nodes, and staging, rather than adjusting these after.

Discussed

Base Model Selection:

Tony Denton advised that the TKE / Rotokauri arterial base models are the most appropriate as they already incorporate approved plan changes (including Te Rapa) and broader Hamilton growth assumptions. These models do not include other Fast Track area modelled outputs.

Modelling Brief and Version Control:

It was clarified that the revised brief dated 24 March 2026 is the latest and should be circulated again for clarity.

Trip Generation Concerns:

Waikato DC officers raised concerns about relatively low apartment trip rates given the site’s edge-of-city location. Tobie explained higher rates had been adopted compared to earlier developments, but it was agreed stronger supporting evidence is needed to avoid later challenge.

Zoning, Nodes and Connectivity:

Strong emphasis was placed on clearly defining zones, nodes, and connections so that all parties understand how development is coded into the model at each horizon year. Diagrams and tables were requested to improve transparency.

Model Validation:

Grant noted generally good validation performance, except at the SH23 / Newcastle Road intersection, which requires further investigation using updated traffic counts.

Sensitivity Testing:

Sensitivity testing will be developed iteratively once base model results are understood, including potential increased SH 23 flows and adjacent external development areas.

Access to Outputs:

TLAs emphasised the need for access to full model files (not just reports) to allow independent interrogation and confidence in the results. This was acknowledged and agreed.

Attachments

Closed; 2:30pm

Workshop Minutes

Project: Brymer

Date: 20/11/2025

Date: [Choose date]

Time: 1.00pm

Location: MS Teams and in Person

Attendees:

Name	Role/Organisation
Sam Le Heron	B&A
Fraser McNutt	B&A
Dean Morris	Maven
Chris Dillon	HCC
Steve Denize	HCC
Sanjil Mistry	Pragma
Donna Tracey	Waikato DC
Fletcher Bell	Waikato DC
Brent Manning	Cairocat (HCC)
Ben Petch	InPlace (HCC)
Juilliana Reu Junqueira	HCC

Circulate Objective and Agenda:

Objective

Brymer Alignment

- Understand Brymer's strategy for infrastructure – particularly WW and how this may change over time from on-site disposal to municipal service, water supply, SWM and road connection to local HCC road network
- What concluded from this meeting will inform specific technical workshops and agreed conditions of consent etc.

Agenda

- General intro on Future Proof engagement on FT
- Demonstration of facilitative approach
- Infrastructure servicing
- Understanding of Brymer timelines and detail and detail anticipated Sub App
- Next steps

Item	Detail	Action
1	Wider introductions	
2	Scene setting Steve provided introductions to the workshop and everyone did a wider introduction of each other, and then context to this workshop and the wider process for Fast-Tracks being taken by HCC and FP stakeholders.	
3	Future Proof process - Chris introduced the FP process for Fast-Tracks in the Waikato. - Highlighted the workshop approach, managing a series of topics to inform substantive applications to help facilitate the FTAA process. - Reinforced the structure which has been adopted for other substantive or listed projects that is currently occurring. - Chris highlighted that applicant's readiness, modelling, level of assessment required and competing Fast-Tracks are the bigger obstacles to moving at pace.	
4	Developer update - Sanjil introduced the project, reinforced it has been around the Waikato for several years, including recent FDS processes. It is not a new concept or development. - Sanjil met with Wade, Donna and Craig from WDC last week to talk about the development and servicing options. - Want to have an efficient and direct process with FP partners to support a facilitated outcome. - Need to understand infrastructure servicing opportunities. - Sanjil/Mark; Wade, Donna, Craig - General discussion on project, general approach being considered - Working with WDC directly, and balance of FP approach to working - Sharing information and moving forward - Timing	
5	Steve – highlight on servicing and role of the FP workshops and how to work with that	
6	Brent HCC network already constrained (Brymer/Newcastle), no immediate capacity	Discussion with IAWAI on when

	• On site solution and consenting requirements • WW Master Plan – timing of when the area can have capacity • No interest in WW management plant • 25 years minimum for private management • Pukete upgrades and funded project.	area can have capacity • Role of Brymer kit in offsetting the catchment effects
7	Water • Similar situation ○ GW bore requirement and abstraction consent and plant requirements ○ Meeting standards of bores for drinking water and whether it could be ‘taken over’ - immediate answer is no. ○ Private infrastructure or road implications on this ○ Both HCC and WDC consider role of private pipes within road context • Water Services Strategy (draft) coming soon and how to engage in this.	
8	Donna: • Don’t tend to support private model. Too expensive for residents / upgrade and maintenance. ○ Implications for flushing and management • Vesting agreement to pass to the city	
9	• Legal option and IAWAI entity and ability to manage • Water statute, plant operation and non-compliant. • Local authority can operate • IAWAI wouldn't want to be in that position	
10	• Ability to ‘future proof’ infrastructure. • Modelling connections and impacts	
11	• Traffic modelling outputs for informing the conversation • Parks / reserves / traffic and other considerations of how to balance. Consenting outcomes and risks of this.	
12	Targeted workshop schedule and how to enable this discussion.	
13	Infrastructure vesting scenario.	

	• First - Parks and connectivity implications (triggers and upgrades if required)	
14	WRC opportunities and how to manage stormwater for the site.	• Opportunity to manage / engage.
15	PDA – between IAWAI and Councils Front end a PDA discussion • Affordability component and how this fits in.	• Chris developing a draft PDA principle.
16	Chris • In addition to the agenda circulated today, we will be wanting to discuss the following at our 1pm workshop tomorrow: ○ Connection process outlined for both water and wastewater services. ○ Surface water take versus groundwater take, treat and use for potable. ○ Long term and best option ○ Rooding vesting or not. ○ Open spaces, stormwater reserves vesting or not. ○ Long term response to private services on boundary of HCC? ○ Boundary change update with WDC ○ PDA draft now and circulation for comment	• 1pm workshop 21/11

Fast-track

Project Name	Fast-Track	# of meeting notes	002
Meeting	Brymer	Date of meeting	20/11/2025 (1pm)
Location	Teams	Notes taken by:	Andrea Spalding

Disclaimer; If this meeting is being recorded, all participants consent to be recorded.

Attendees and apologies

☒	Chris Dillon	HCC	☒	Steve Denize	HCC
☒	Fraser McNutt	Barkers	☒	Sanjil Mistry	Pragma
☒	Donna Tracey	Waikato DC	☒	Fletcher Bell	Waikato DC
☒	Brent Manning	Cairocat/ HCC	☒	Juliana Reu Junqueira	HCC
☒	Sam Le Heron	Barker	☒	Ben Petch	InPlace/HCC
☒	Dean Morris				

FINAL

Agenda and Goal

Goal;

Brymer Alignment

- Understand Brymer's strategy for infrastructure - particularly wastewater and how this may change overtime from on-site disposal to municipal service, water supply, stormwater management and road connection into the local HCC road network.
- What's concluded from this meeting will inform specific technical workshops and agreed conditions of consent etc.

Agenda;

- General Introduction on Future Proof engagement on Fast-Track
- Demonstration of facilitative approach
- Infrastructure servicing
- Understanding of Brymer timelines and detail anticipated Substantive Application
- Next steps.

Action items

ID	Action	Who	By When
1	Set up workshop schedule	Steve / Applicant team	ASAP
1.1	Applicant to release traffic modelling to Councils	Applicant team	ASAP
1.2	Brent to seek further comments from IAWAI on vesting of assets, and/or opportunity of the City using proposed resources.	Brent	ASAP
1.3	Waikato and HCC to confirm stance on vesting of roads without private infrastructure (water/wastewater) in them.	Wai DC and HCC	ASAP

1.4	Follow up with Greg and Chris on PDA template progress and report back to group	Donna	ASAP
1.5	Applicant to share more detail on proposed parks and infrastructure.	Applicant team	ASAP

Decisions

ID	Decision
1	Applicant's position is to proceed with private servicing and is open to future connections/vesting.
1.2	Councils position is that with the limited information available, they cannot commit to vesting of assets now or in future, particularly as IAWAI was not in the meeting. Councils are willing to consider a method for future vesting. Council requires more detailed engagement before supporting application.

Discussion

Future Proof Partnership

- Strong emphasis on good process, staff involvement, and communication.
- Future Proof partnership seen as critical for resolving jurisdictional issues (IAWAI).
- Collaboration between councils essential due to tight timeframes.
- Process moves from consenting strategy → technical detail → modelling → master plan → conditions.
- Applicant's timeframe drives council's timeframe; modelling is a key constraint.
- No substantive applications lodged yet with HCC involvement.

Applicant's Position

- Prefers self-sufficient servicing to avoid delays.
- Open to connecting to council infrastructure later but proposes onsite wastewater (WW) and water solutions for initial 500 houses.
- Will fund onsite WW plant (MBR system) to council standards; option to vest later.
- Concerned about extended engagement slowing delivery; wants clarity on requirements for council support.

Council & Technical Feedback

- HCC network constrained; no immediate capacity for WW or water.
- Unlocking servicing in this area is not a priority for IAWAI; unlikely to vest WW plant in future (risk/liability).
- Water: similar constraints; applicant proposes groundwater bores, must meet drinking water standards.
- Vesting roads without infrastructure needs follow-up; examples exist in Auckland.
- Surface water take to be transferred? No immediate benefit to Council as the city pipes lack capacity.
- Waikato DC generally does not support private WW plants due to long-term legal risks as Councils can be forced to take over non-compliant infrastructure assets.

Other Infrastructure discussed

- Traffic: NZTA consulted; initial modelling done, later stages still under review. Applicant to share modelling.
- Parks: No firm council position yet; further detail from Applicant required to form comments.
- Stormwater: Complex catchment; will require multiple workshops.

- Applicant outlined that all design to date aligns with RITs.

Engagement & Next Steps

- Applicant plans to lodge by Christmas; wants clarity and fast engagement.
- Council stresses quality over speed; risks if detail not resolved.
- Workshops needed for:
 - Parks & transport (priority)
 - Infrastructure (future vesting considerations)
 - Stormwater (multiple sessions)
- PDA (Private Developer Agreement) is ultimate goal; template being developed by councils currently.

Close: 2pm

From: Sonia Baker [REDACTED]
Sent: Tuesday, 10 March 2026 2:52 pm
To: Sam Le Heron [REDACTED]; Katherine Hu [REDACTED]
Subject: Brymer Residential Design Guide feedback and Urban Design Assessment template

Hi Sam and Katherine,

Thanks for your patience. Attached and below is feedback on the design guide and bulk and location provisions.

Attached are the following documents:

- Design Guide
- Bulk and Location Controls
- Urban Design Assessment

I've included below general comments regarding the design guide which may also be useful.

General comments on the Design Guide:

1. Support the development and use of the design guide. Guide is a key component providing further detail on the vision and outcomes – i.e. what is applicant trying to achieve and intentions regarding quality
2. The guide must be clearly referenced in the final consent conditions (i.e. how will it be used) and should include further detail of the design review process and the review panel the applicant will be setting up
3. The guide should also be used to inform the consent conditions – and these should not only be words, but should be illustrated by diagrams and maps that lock in the principles and approach across the entire subdivision . As many elements as possible should be included in the guide.
4. A design guide, by its very nature, is a graphic document, where ideas and concepts are illustrated. Currently, the draft only contains words. Applicant should include pictures, concept diagrams, plans and illustrations.
5. Should also include an illustrative masterplan showing hypothetical building footprints, roading hierarchy and all street trees, parks, neighbourhood centre, stormwater systems etc.
6. In my opinion, the document needs to be structured or divided as follows:
 - Introduction
 - Overarching Urban Design Principles:
 - **Architecture** (or Built Form) addressing aspects such as how the building has been designed for living including detailing approaches to private open space, building entrances, garages and carparking, orientation, sunlight, and ventilation, service areas, design of rear lanes, privacy and overlooking. Also, quality aspects such as coherence and variety, materiality
 - **Landscape** including detailing elements or approaches to street trees, front yard planting and fencing options and walls, gates, retaining walls (minimising impact), letterboxes, driveways
 - Management aspects and Refuse
 - Appendices
7. The document needs to be broadened and should include guidance regarding other activities, elements and typologies such as:
 - Design and outcomes sought for the rear laneways.
 - Design and options for the front yard interface area (footpath to front door) including all elements in this space – effectively the streetscape outcomes
 - Design guidance for each unit typology - apartments (vertically attached) including garden (with individual ground floor entrance), terrace, courtyard (detached), other e.g. villa
 - Roading cross-sections including in plan form showing a typical street block (or part thereof) for each road classification – overall plan showing the location of cross-sections also needed
8. The guide should be extensive for the consent conditions to also include controls applicable to the entire subdivision (can be broken down into smaller parts). This in the form of plans showing the fixed and flexible components that control the activities and urban form of the development for example:
 - Urban form - formalises the key components of the area for legibility, continuous frontages, setbacks, building heights, open space and public roading network
 - Block layout - identifies key elements that are fixed or flexible including open space, the public roading network, and private or public easements
 - Land uses – land uses and their location
9. Other plans needed in conditions include:
 - Road hierarchy and footpath network plan
 - Street tree species location plan

Please reach out if you have any questions or would like to arrange a further workshop to discuss any of the feedback.

Ngaa mihi

Sonia

Sonia Baker

Programme Manager Greenfield Growth | Sustainable Communities Unit |
Strategy, Growth & Planning Group

Mob: [REDACTED] | Email: [REDACTED]

Fast-Track Urban Design Panel Assessment

Meeting Date	27 February 2026
Fast Track Application	Brymer
Territorial Authority	Waikato District Council / Hamilton City
Application Stage	Preparing substantive application
Project Lead: Developer	Pragma Property Group
Project Lead: Territorial Authority	Sonia Baker
Panel Members	Sonia Baker, Chris Dillon, Colin Hattingh, Leslie Lao, Aimee Haycock, Aaron Marsh, Mel Chow, Deborah Mckillop, Denzil Govender, Martyn Smith, Ben Petch, Paul Bowman, Elsa Snyders, Yu Hu
Brief Summary of proposal	The proposal for Brymer Farms development, located on the western edge of the city (bordering SH 23 and Grandview Heights), is a masterplanned residential neighbourhood. The total site area is approximately 87ha. The masterplan seeks to integrate a range of residential options, a commercial centre with neighbourhood reserves that connect to natural waterways and existing wetlands.

1. Strategic and Regional Context

The following table provides a summary of the outcomes from the region's strategic documents. This assessment will help determine whether the proposal is strategically aligned, future-proofed and coherent. The following rubric is used to provide a rating to each matter:

High: Strong alignment with strategic and regional context	
Medium: Generally aligned but with timing or scale tensions	
Low: Conflicts with regional growth logic and or undermines planned hierarchy	

Please refer to the guidance document for more detail on the considerations that need to be reflected on.

Strategic Matter		Outcome	Considerations
1.1	Regional Spatial Alignment	Consistency with regional growth patterns, settlement hierarchy and spatial planning documents.	- Alignment with Future Proof, Metro Spatial Plan and long-term outcomes? - Does the proposal reinforce the intended urban hierarchy? - Responsiveness to identified movement networks, open space frameworks and land-use patterns.
Assessment & Recommendation			Rating

- Given the location (on the outskirts of Hamilton) and the timing, the proposal does not align with Waikato District Council's growth strategy. The area or cell is not identified as a future growth node. - Further, alignment with regional planning documents is generally poor. - Also, the site is not aligned with the Future Development Strategy, is out of sequence for urbanisation and does not reinforce the established urban hierarchy. - The Panel's assessment is that there is no demonstrated strategic need for growth in this location when other identified areas already meet the 30-year housing supply requirements.			Low
1.2	Housing and Business Capacity	Increase in the supply of housing and business land in the region.	- Does proposal meet an identified insufficiency in housing or business land (short/medium or long term). - Is the proposal aligned with the relevant TA or CCO infrastructure strategy?
Assessment & Recommendation - Similar to the above assessment, the current evidence indicates housing is not required at this location, particularly not at the density levels being proposed by the applicant. - In terms of delivering affordable housing (as defined by the Treasury and including the continuum of housing that the Waikato Housing Initiative recognise), no mechanism, criteria, or delivery model has been provided to demonstrate how affordability will be ensured. The Panel request further information on this aspect. - The applicant should reference the Housing and Business Assessment (HBA) across short-, medium- and long-term timeframes to show which supply gap (if any) the development contributes to. - Consideration of the impact on Highly Productive Land (HPL) is required, noting the existing rural zoning and the need to justify conversion to urban land.			Rating Low
1.3	Climate Resilience and Biodiversity	Ensure long-term adaptability under climate and economic change and protection of indigenous biodiversity.	- Response to climate hazards, energy transitions, and demographic change. - Potential loss of indigenous biodiversity, ecology, protected species, and highly productive soils.
Assessment & Recommendation - Peat soils are a climate resilience consideration and the disturbance or removal of these will increase emissions, subsidence risk, and long-term instability. - Indigenous biodiversity and key landscape features require protection, with clear strategies for retention and enhancement.			Rating Low

- The proposed development will remove existing ecological land uses, so enhancement measures will be necessary to mitigate these effects. - Further, the potential loss or degradation of wetland areas needs to be addressed, including detailing appropriate avoidance and mitigation measures. - To summarise, the Panel consider that the current design is not fit for purpose from a climate resilience or biodiversity perspective.				
1.4	Strategic Risk & Opportunity	Explicitly surface strategic trade-offs in Fast-Track decision-making.	- Does the proposal create irreversible spatial outcomes? - Does the proposal set unwanted precedents?	
Assessment & Recommendation - The potential expansion of the urban boundary is likely to encourage further future development in the southern corner of the site, which will create pressure to urbanise areas not currently intended for growth. - The proposal risks establishing undesirable precedents for out-of-sequence development.				Rating Low
1.5	Strategic Transport and 3 Waters	Hamilton is easy to move around providing residents with easy access to services and facilities.	- Alignment with planned or required 3 waters strategy (TA or CCO) and Regional Land Transport Plan - Responsiveness to catchment-based provision standards, existing infrastructure capacity and investment timing	
Assessment & Recommendation - As previously stated, as the area is not part of the expected settlement pattern, it has not been considered within any strategic transportation or three waters planning documents. - It is likely that catchment management will be highly challenging due to the presence of peat soils and limited downstream capacity. - Stormwater constraints exist, including limited outlet capacity to the west. - Developing on peat introduces significant engineering and infrastructure risks, including settlement and long-term maintenance challenges. - In terms of the strategic transportation network, the proposed connections into the masterplan area rely on local streets that are not designed to support the level of density and traffic anticipated. The Panel consider that the masterplan does not integrate well with the surrounding context.				Rating Low

2. Detailed Design Aspects

The following table provides a summary of the design elements that need to be considered to ensure Hamilton's ongoing development as a dynamic, prosperous and memorable city. The following rubric will be used to provide a rating to each element:

High: strong alignment with design elements.	
Medium: generally aligned with the design elements with some inconsistencies.	
Low: Inconsistent with the design elements, resulting in a poor outcome.	

Please refer to the guidance document for more detail on the criteria.

Element		Outcome	Considerations
2.1	Context and Place Integration	Proposal responds to context and reflects unique qualities of the site.	- Does application respond to surrounding land uses and built form and landscape features? - Are there any environmental, cultural, historical and community elements that add to the neighbourhoods' wider sense of place?
Assessment & Recommendations - Parts of the site, particularly to the north are heavily contoured but has been allocated for retirement living. The Panel do not support this. - Further, the analysis submitted recognises the difficult terrain and steep contouring and states that the "range of medium-density housing typologies are strategically located to respond to the site constraints and the introduction of larger lots for areas with topographic constraints". The Panel do not concur with the above and are of the opinion that the proposal will result in extensive earthworks and retaining walls, which is not supported. - The masterplan should respond to the existing rolling ridgelines. Further information on how this will be achieved is requested. - The irregular shape of the site is mentioned as a constraint – however, boundaryless planning is needed and the applicant should demonstrate how adjacent land could potentially be integrated. - The outcome should be a community that is well-connected, legible and diverse. However, it seems apparent that the roading connections to existing suburbs to the east needs to be improved – adding around 1600 new units while only relying on 3 connection points is not supported. - The establishment of a new neighbourhood centre may affect the economic viability and vitality of other, existing local			Rating Low

centres. This is a concern and should be considered further in the form of a centres assessment report.			
2.2	Lifestyle	Places reflect the diversity and the lifestyles of its population and encourage a vibrant mix of people, ages, uses and activities.	- Choice – from NZ UD Protocol. - CPTED and human-scaled design principles. - Design takes advantage of strategic locations to develop local centres.
Assessment & Recommendations - The Panel consider that insufficient detail has been provided to understand how lifestyle and amenity outcomes will be achieved. - The proposal asserts the provision of varied housing typologies, but the Panel are of the opinion that the level of density and layout proposed are unlikely to deliver high-quality living environments. - The site is not well connected to nearby suburban centres or transport routes, making the proposed level of intensity unsuitable for this location.			Rating Low
2.3	Subdivision Design	Best practice subdivision principles and approaches are incorporated.	- Layout promotes safety through passive surveillance, ensuring homes overlook streets, parks, and public spaces. - Earthworks minimised, natural water systems protected. - Opportunities for sunlight access maximised by aligning roads north/south and lots east/west where possible. - Limiting the size and length of urban blocks and laneways and avoiding rear lots.
Assessment & Recommendations - Laneways are increasingly considered not fit for purpose, especially when they function as de facto connectors. - The Panel are not confident that the laneways will provide a quality-built environment due to the number proposed and their length. Further design detail is needed including detailing what can be done to ensure they are pleasant spaces to be in and how safety can be improved and what design principles should apply. - The extensive narrow lots create challenges for street design, on-site functionality, and built form outcomes including the ability to plant street trees and provide a good level of parking bays. Further the risk of creating long monotonous terrace rows that do not support good built form. Limited frontage width reduces the ability to incorporate street trees, utilities, and pedestrian features within the road corridor. - The proposed subdivision pattern uses rights-of-way to create rear lots and this approach is not supported.			Rating Low

- The Panel are of the opinion that the masterplan does not follow best practice in some respects and that further detail is needed regarding: - The large sites labelled as apartment blocks (which are not well justified and may be inappropriate for the site context. - The design and options for the front yard interface area (footpath to front door) including all elements in this space – effectively the streetscape outcomes - Design guidance for each unit typology - apartments (vertically attached) including garden (with individual ground floor entrance), terrace, courtyard (detached), other e.g. villa - The roading cross-sections including in plan form showing a typical street block (or part thereof) for each road classification – overall plan showing the location of cross-sections also needed - The current design guide does not provide sufficient justification for the proposed intensity and overall, the subdivision layout does not promote liveability. - Rear JOALs can help reduce vehicle crossings and support streetscape quality, but no detailed design has been provided. JOALs must be safe, attractive, and short to function well. - Other plans needed include: - Road hierarchy and footpath network plan - Street tree species location plan - The Panel do not support the idea of residential units above ground floor retail.				
2.4	Process & Collaboration	Integration of multidisciplinary urban design principles as well as community and Tangata Whenua.	- Has project team engaged stakeholders and design professionals. - Is applicant developing a design guide?	
Assessment & Recommendation - The applicant has engaged design professionals, although outcomes to date do not yet reflect best practice. - Stakeholder engagement has occurred and the outcomes from this should be incorporated in the documentation. - The design guide that is being developed I supported, but it requires further refinement and needs to clearly connect to and inform the eventual conditions and implementation pathways.				Rating Medium

3. Social Infrastructure

The following is a summary of the social infrastructure that the fast-track area can sustain and/or should contribute to - upgrade of existing facilities and/or future facilities.

Note: The implication below does not include the existing HCC shortfall in FTE aquatic space.

Aquatic space	120m2 of aquatic space or equivalent contributions.
Libraries	Between 112m2-208m2 of library space or equivalent contributions.

Community hub	145m2 of a neighbourhood community hub or equivalent contributions.
Theatre / performing arts centre	20% of a community theatre/hall-stage for between 5,000-20,000 population with 200 seats or equivalent contributions.
Museums	223m2 of space for a community/volunteer museum or equivalent contributions.
Indoor Courts	Over half (60%) of an indoor court at 571m2 with 1 indoor court (1000m2) being provided per 7,800 population) or equivalent contributions.

4. Parks and Reserves

Element		Outcome	Considerations
4.1	Parks Provision	Recognises and achieves outcomes of the Open Spaces Strategy and Open Space Provision Policies and other key relevant policies and management plans.	- Proposed parks provision meets current and future needs – location, size, distribution, access - Reserve thoughtfully integrated into layout. - Layout provides a high-quality open space network with spaces that are functional, accessible, and contribute to ecological corridors or stormwater management (supports biodiversity and ecological values).
Assessment & Recommendation - At least two additional neighbourhood parks are required, particularly on the western side of the site. - Much of the open space identified is for stormwater management and cannot perform recreational functions. - A minimum 10 percent native cover target applies city-wide, and there is no evidence this has been addressed. - No clear acknowledgement or integration of open space or biodiversity requirements has been provided.			Rating Low
4.2	Streetscape	Contribute to the streetscape through good urban design	- Recognise heat island effect – implements positive measures - Landscape space for tree planting, grassed berms - RITS minimums applied
Assessment & Recommendation - Adequate berm space is required to achieve tree canopy, pedestrian comfort, and utility placement, but current designs do not provide sufficient width. - The design of the front yard interface area (footpath to front door) has not been considered and further detail on this is needed.			Rating Low

5. Engineering & Transport Design Considerations

Intent: Test whether the proposal supports complete communities, not just buildings. The following consideration are a generalised overview and are not to overlap with the modelling assessments currently being undertaken.

Element		Outcome	Considerations
5.1	Movement and Connectivity	Hamilton is easy to move around providing easy access to services and facilities.	- Site layout should encourage the use of public transport, walking and cycling - Pedestrian circulation should be safe and accessible to all ages and physical abilities
Assessment & Recommendation - The topography does not support safe, accessible movement for people with varying physical abilities. - Speed environments must be clearly considered and road design adjusted accordingly. - Pedestrian provision and connectivity throughout is insufficient and needs to be strengthened. - No meaningful connectivity is provided to the zoo, which could be an important local destination. - Connectivity to external destinations is poor; walking and cycling routes are limited and public transport is uncertain, resulting in a car dependent design. - The Panel are unclear who will maintain walking and cycling routes, particularly those outside the road reserves. - Applicant intends to vest wide transport areas but clearer direction is required about vesting expectations and responsibilities.			Rating Low
5.2	Engineering Design		- Carriageways, berms, cycleways, footpaths, car parks and infrastructure are accommodated within the road reserve. - Roads are designed according to the anticipated traffic volume and desired vehicle speed. - Intersections designed to slow traffic and ensure safety for all users. - Provide for parallel kerbside parking.
Assessment & Recommendation - Very limited engineering detail has been provided at this stage. - Several local roads are significantly narrower than district plan standards, falling well below the 18 m typical requirement. - Intersection safety and efficiency require further assessment, particularly those connecting to State Highway 23.			Rating Low

- | | |
|--|--|
| <ul style="list-style-type: none">• The proposed connection to Harrogate Place raises concerns due to its existing local road function and limited capacity. | |
|--|--|

Please note that the below comments are advisory only and do not constitute a decision on the Fast Track Application. The purpose of this document is to inform the design of the masterplan, ensuring the application aligns with strategic documents and key urban design outcomes.

Stella Quigley

From: Fraser McNutt
Sent: Sunday, 9 August 2026 9:56 am
To: Briar Belgrave
Subject: FW: Brymer Farms Consultation HCC
Attachments: UDA Drawing Set _Concept Plan_06082026.pdf; UDA Drawing Set v1_05082026.pdf; Proposed Masterplan Set_30072026.pdf; Brymer Farms Letter to HCC 9-8-26.pdf

Ngā mihi | Kind regards,

FRASER MCNUTT
Partner/Waikato Manager (MNZPI)



PO Box 9342,
Waikato Mail Centre, Hamilton 3240
298 Victoria Street, Hamilton 3204

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From: Fraser McNutt
Sent: Sunday, 9 August 2026 9:55 am
To: Juliana Reu Junqueira [redacted]; Blair Bowcott [redacted]
Cc: Jackie Colliar [redacted]; Chris Allen [redacted]; Nick Birdsall [redacted]
[redacted]; Sanjil Mistry [redacted]
Subject: Brymer Farms Consultation HCC

Good morning Juliana,

Please find attached a **consultation confirmation** letter for your review on behalf of your organisation.

I have copied WDC and IAWAI into this correspondence for transparency, continuity and completeness of the consultation record, and to ensure that all parties remain appropriately informed as we progress toward lodgement of my client's substantive application with the Environmental Protection Authority (EPA). The purpose of this correspondence, together with the attached letter, is to formally record and confirm for the purposes of the EPA application the considerable engagement, consultation and discussions that have taken place between the relevant parties over the past approximately 18 months. I would appreciate it if you could review the attached letter and provide any comments or amendments by way of tracked changes, where considered necessary. Subject to any amendments received, the letter will be included within the consultation material accompanying the application to the EPA.

To assist with finalisation of the consultation package, I would be grateful to receive your response no later than **close of business Thursday** this week. Additionally, if any outstanding invoices need paying, please let me know ASAP and I'll ensure the client attends to these immediately.

For completeness and context, I have also provided the most up to date Master Plan Package, Concept Plan and Catchment Plans. These documents reflect the current form of the proposal and will substantially form the basis of the layout and design presented in the final substantive application.

At present, the proposal provides for just over 1,000 residential dwellings, approximately 2,000 m² GFA of commercial activity, together with the associated supporting infrastructure, open space and related development components. The updated material is provided to ensure that your review of the consultation confirmation letter is undertaken with reference to the current proposal and the information that is intended to underpin the forthcoming EPA application.

Should you have any questions regarding the attached letter or supporting material, or wish to discuss any aspect of the proposal prior to providing your response, please do not hesitate to contact me.

Thanks

Fraser

Ngā mihi | Kind regards,

FRASER MCNUTT
Partner/Waikato Manager (MNZPI)



PO Box 9342,
Waikato Mail Centre, Hamilton 3240
298 Victoria Street, Hamilton 3204

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To: Juliana Reu Junqueira – Unit Director Urban & Spatial Planning Unit
From: Fraser McNutt – Barker & Associates
Date: 6 August 2026
Re: Consultation Brymer Farms Substantive

Dear Juliana

We write to formally confirm the consultation and engagement undertaken with Hamilton City Council (HCC) in relation to the proposed development site discussed and shown in the attached plans and information, together with the associated infrastructure, transport connections and wider connectivity necessary to support and integrate the proposed development (collectively referred to in this letter as the “Referred Subject Site”), and the forthcoming substantive application to the Environmental Protection Authority (EPA).

For the purposes of this letter, references to the Referred Subject Site are intended to encompass not only the land proposed for development, but also the associated infrastructure and connectivity required to service, support and appropriately integrate the development with the surrounding transport, infrastructure and urban networks, including where relevant works or connections extending beyond the immediate development site.

This letter is intended to provide a formal record of the consultation undertaken with HCC in respect of the Referred Subject Site and to accompany the consultation material forming part of the substantive EPA application. Over approximately the past 18 months, the project team has engaged with HCC through a series of meetings, discussions, information exchanges and design reviews concerning the Referred Subject Site. This engagement has occurred throughout the evolution of the proposal and has assisted the project team in identifying, considering and responding to matters relevant to the development, its supporting infrastructure and its relationship and connectivity with the surrounding area.

A significant component of the consultation with HCC has involved detailed consideration of the Master Plan design and roading layout for the Referred Subject Site. This has included consideration and discussion of the structure and hierarchy of the proposed road network, connections and future connectivity with the surrounding transport network and adjoining areas, internal movement and accessibility, and the manner in which the proposed network supports the long-term development and integration of the Referred Subject Site. Importantly, these discussions have not been limited to the internal road layout.

Consultation has also considered how the Referred Subject Site connects with, and functions in the context of, the wider existing and future transport network, including the provision and safeguarding of appropriate connections to adjoining areas and the infrastructure required to facilitate the effective integration of the development over time.

These discussions have informed the ongoing development and refinement of the Master Plan and associated Concept Plan, including the configuration and hierarchy of the movement network, the location and function of key connections, and the relationship between the proposed development and the surrounding transport and urban environment.

Consultation with HCC has also included detailed consideration of the topography of the Referred Subject Site and the resulting design response. This has included discussion of proposed earthworks, site and road levels, retaining requirements, and the relationship between these matters and the proposed roading, infrastructure and development layout.

The consideration of these matters has informed successive refinements to the Concept Plan, including the arrangement and configuration of development areas, road alignments, movement connections, infrastructure corridors and interfaces with the surrounding environment. In this regard, the design response has sought to appropriately coordinate the physical characteristics of the Referred Subject Site with the proposed development pattern and the infrastructure and connectivity necessary to support it.

More broadly, consultation has provided an opportunity for HCC officers and the project team to identify and discuss matters relevant to the planning, design, servicing, infrastructure provision, transport connectivity and long-term integration of the Referred Subject Site, and for those matters to be considered as the proposal has progressed toward its current form. The current proposal provides for just over 1,000 residential dwellings, approximately 2,000 m² GFA of commercial activity, together with associated supporting infrastructure, transport connections, open space and related development components.

For completeness and context, the most up-to-date Master Plan Package, Concept Plan and Catchment Plans are provided with this letter. These documents reflect the current form of the proposal for the Referred Subject Site, including the associated infrastructure and connectivity, and substantially represent the information, layout and design upon which the substantive application to the EPA is intended to be based.

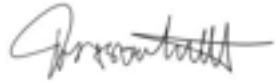
We acknowledge and appreciate the time and input provided by HCC officers throughout the consultation process to date. For the purposes of maintaining an accurate and transparent consultation record, we would appreciate HCC reviewing this letter and providing any comments, corrections or amendments considered necessary. In particular, we welcome any tracked changes required to ensure that the nature and extent of the engagement described above fairly and accurately reflects HCC's involvement in the consultation process.

Subject to any amendments or comments received, this letter will be included within the consultation record accompanying the substantive application to the EPA as evidence of the consultation and engagement undertaken in relation to the Referred Subject Site, its associated infrastructure and connectivity. Please do

not hesitate to contact me should you wish to discuss any aspect of this letter, the updated plans, or the consultation undertaken to date.

Kind regards,

Fraser McNutt



Planner and Partner B&A

Stella Quigley

From: Sam Le Heron
Sent: Tuesday, 11 August 2026 10:25 am
To: Briar Belgrave
Subject: FW: FT Brymer FTA Transport Matters Modelling Brief Meeting Minutes
Attachments: FT Brymer FTA Transport Matters Modelling Brief_MN_20260311.pdf

Transport workshop notes.

Ngā mihi | Kind regards,

SAM LE HERON
Senior Associate (MNZPI)



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From: Tessa Leong [REDACTED]
Sent: Friday, 13 March 2026 1:21 pm
To: Ben Petch [REDACTED]; Tony Denton [REDACTED]; Sonia Baker [REDACTED]; Victor Devyatov [REDACTED]; Deborah Mckillop [REDACTED]; Chris Allen [REDACTED]; Brent Manning [REDACTED]; [REDACTED]; [REDACTED]; Fraser McNutt [REDACTED]; Saeid Adli [REDACTED]; [REDACTED]; Chris Dillon [REDACTED]; Fletcher Bell (Guest) [REDACTED]; [REDACTED]; [REDACTED]; Sam Le Heron [REDACTED]; [REDACTED]; Mike Wood [REDACTED]; Emily Hunt [REDACTED]; Gillian Cockerell [REDACTED]
Cc: Andrea Spalding [REDACTED]
Subject: FT Brymer FTA Transport Matters Modelling Brief Meeting Minutes

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Hi all,

Please see below link to the meeting minutes from the Brymer FTA Transport Matters Modelling Brief Meeting.

Link: [FT Brymer FTA Transport Matters Modelling Brief MN 20260311](#)

Please review and complete action items if required.

Kind regards

Tessa Leong

Programme Coordinator (Contract) | Urban and Spatial Planning Unit

Email: [REDACTED]



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Fast-track

Project Name	Fast-track	# of meeting notes	01
Meeting	Brymer FTA Transport Matters Modelling Brief	Date of meeting	11/03/2026 (10am)
Location	Teams	Notes taken by:	Tessa Leong

Attendees and apologies

☒	Facilitator; Ben Petch	HCC	☒	Fletcher Bell	Waikato DC
☒	Tony Denton	HCC	☐	Virendra Prasad	Waikato DC
☐	Sonia Baker	HCC	☐	Krisoffer Hansson	NZTA
☐	Victor Devyatov	HCC	☒	Matthew Epps	Waikato DC
☒	Deborah Mckillop	HCC	☒	Sam Le Heron	Barker
☒	Chris Allen	HCC	☒	Tobie Ueckermann	Transplan
☒	Brent Manning	HCC/Cairocat	☐	Kana Sakai	WRC
☒	Grant Smith	Hollyford	☒	Mike Wood	NZTA
☒	Fraser McNutt	Barker	☐	Emily Hunt	NZTA
☒	Dr Saeid Adli	CoLab Solutions	☐	Gillian Cockerell	HCC
☐	Chris Dillion	HCC			

FINAL

Please provide your review comments within two days of receiving the document.
Minutes become final after two days.

Agenda

Goal:

To discuss Brymer FTA transport modelling brief and refine based on agreed scope.

Agenda:

1. Introductions – 5 mins.
2. Applicant summarises key development concept, area, network connection points, key assumptions, staging, etc. 15 mins.
3. Road hierarchy, network layout and construction matters eg. Geotech and stormwater implications – 15 mins.
4. Discussion on modelling scope and brief (RCA feedback and Q&A) – 40 mins.
5. Public Transport (PT) and off-site externalities to be considered – 15 mins.
6. Next steps, timing and responsibilities – 15 mins.

Actions

ID.	Actions – one time, not carried forward	Who	Deadline
1.1	Update modelling brief to include 2035 Scenario A (Stages 1–2, no SH23), Scenario B (Stages 1–5 with SH23), Scenario C (sensitivity test for potential southern connection); define modelling nodes by land-use cluster.	Tobie / Grant	18 March

1.2	Provide full staging table (dwelling numbers by stage, timing, retirement village phasing, uptake assumptions).	Sam / Tobie	18 March
1.3	Explicitly include neighbourhood centre trip generation in the modelling inputs.	Tobie	With updated modelling brief
1.4	Incorporate NZTA sensitivity-testing requirements regarding infrastructure uncertainty and external land-use updates.	Grant / Saeid	With updated modelling brief
1.5	Provide complete Park Edge Road cross-section showing PT capability and stormwater reserve interface.	Tobie	1–2 weeks
1.6	Provide updated road cross-sections (collector, neighbourhood, retail) including bus-stop recesses, raised platforms, cycle crossings.	Tobie	1–2 weeks
1.7	Confirm vehicle tracking approach acceptable to HCC (13.5m buses; 8.3m trucks for neighbourhood streets)?	Tony / Design Team	Next technical workshop
1.8	Provide conceptual plan for future southern/eastern connections ensuring no preclusion.	Sam / Tobie	Prior to lodgement
1.9	Clarify retirement village staging, access points, and trip generation for 2035.	Sam	With staging table
1.10	Confirm construction traffic strategy and CMP, including assessment of early SH23 access needs.	Development Team / Construction Planner	Pre transport assessment submission
1.11	Circulate revised modelling brief to HCC, WDC, NZTA for sign-off before modelling runs.	Tobie/ Sam	After brief update (~1 week)
1.12	Include intended bus circulation route within development on a drawing and supply to attendees	Tobie/Sam	1–2 weeks
1.13	Seek comments from WRC on PT services and share with applicant team	Brent	2 weeks

Decisions

ID.	Decisions
1	A 2031 model scenario is NOT required. Instead, early staging will be tested using 2035 model with only Stage 1–2 land use.
2	Model full development in 2035 (Stages 1–5), with remaining apartments in 2045.
3	Future eastern connection (eg to Grandview Rd) is outside the Fast-track consent scope, but the design must not preclude it.
4	Peacock standards may be referenced, but HCC preference is to align with ODP transport corridor standards where appropriate.
5	Retirement village will be included in 2035 modelling (to Brymer Rd), with expected lower peak-hour generation.
6	Construction traffic impacts must be accounted for, with CMP required at substantive stage.
7	NZTA request for sensitivity testing is accepted and will be incorporated.

Discussed

Movement Network

- Based on NZ Street Design Guide; 50 km/h max, narrow corridors, extensive active-mode infrastructure.
- Dedicated bi-directional cycleway on western collector.
- Future-proofed for public transport even if services are delayed 10+ years.

Primary Access & Staging

Early reliance on Harrogate Place could concentrate ~5,000 daily trips through a current cul-de-sac and minor local roads until the SH23 connection arrives in later stages (~post-2036). HCC views this as an inappropriate purpose for Harrogate Place.

Intersection & Road Functionality

Highgrove and Ayrshire are expected to take additional load; concept options include roundabouts, medians and bus-stop recessing.

Future Connectivity

Future links to the “missing tooth” south of SH23 and potential connections toward Grandview/Waikato district remain long-term options to signal in concept planning. Future links need to be of an appropriate road section for possible anticipated future traffic volumes. Barkers team are preparing a high level concept plan for the area SE of the Brymer FT application area to demonstrate integration.

Water/Wastewater Integration of trunk infrastructure with road layout

A central pump station is envisaged to service land by gravity beyond the site; rising main likely to run toward Grandview, corridor choices may interact with transport layout.

Attachments

Closed: 11:55am

Stella Quigley

From: Fraser McNutt
Sent: Wednesday, 19 August 2026 12:25 pm
To: Briar Belgrave
Cc: Alisa Neal
Subject: FW: Updated Letter to Brymer - Acknowledgment of Engagement
Attachments: Letter to Brymer - Acknowledgement of Engagement.pdf

Updated

Ngā mihi | Kind regards,

FRASER MCNUTT
Partner/Waikato Manager (MNZPI)



PO Box 9342,
Waikato Mail Centre, Hamilton 3240
298 Victoria Street, Hamilton 3204

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From: Blair Bowcott [REDACTED]
Sent: Wednesday, 19 August 2026 12:21 pm
To: Fraser McNutt [REDACTED]; Juliana Reu Junqueira [REDACTED]; Greg Carstens [REDACTED]; Sanjil [REDACTED]; Lance Vervoort [REDACTED]
Cc: Jackie Colliar [REDACTED]; Chris Allen [REDACTED]; Nick Birdsall [REDACTED]; Andrew Parsons [REDACTED]; Will Gauntlett [REDACTED]
Subject: Updated Letter to Brymer - Acknowledgment of Engagement

Good afternoon Fraser and Sanjil

Thank you for meeting with Lance, myself, my team and the Mayor and Cnr Bydder yesterday to discuss the way forward as you finalise the Brymer Fastrack application to the EPA.

It was a very honest and constructive discussion and I hope you found that to be the case as well.

Please find as agreed an updated Letter to Brymer - Acknowledgment of Engagement.

Regards

Blair Bowcott
General Manager | Strategy, Growth and Planning

Manahautuu Rautaki, Whakatupu, Whakamahere

DDI: [REDACTED] | Mob: [REDACTED] | Email: [REDACTED]

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Blair Bowcott

GM Strategy Growth and Planning

Hamilton City Council

19 August 2026

Fraser McNutt
Barker and Associates
Hamilton

Dear Fraser

FAST TRACK SUBSTANTIVE APPLICATION – ACKNOWLEDGMENT OF ENGAGEMENT

Hamilton City Council (HCC) wishes to acknowledge the positive engagement undertaken by Brymer Farms Limited (**Brymer**) in relation to its proposed Fast-track Project (**Project**).

That engagement has proceeded on the basis that you have acknowledged that HCC is a Relevant Local Authority under the Fast Track Approvals Act 2024 (FTAA). The purpose of this letter is to acknowledge the engagement undertaken to date, identify at a high level the matters that have been discussed, and confirm that HCC expects to continue participating in any future process available to it. This letter is not intended to replace or limit any formal comments HCC may provide through the statutory process.

HCC confirms that over the past 18 months, the Brymer Project team has engaged positively with HCC through a series of meetings, discussions, information exchanges and design reviews concerning the referred Brymer Fast Track application (**referred application**) and the nature of the substantive application (**substantive application**). This engagement has occurred throughout the evolution of the proposal and has assisted both Brymer and HCC in identifying, considering and responding to matters relevant to the Project, its supporting infrastructure and its relationship and connectivity with the surrounding area. In general terms we consider that the process has been collaborative and useful in refining elements of the referred application and informing the substantive application.

A significant component of the consultation with HCC has involved detailed consideration of the Master Plan design and roading layout for the substantive application. This has included consideration and discussion of the structure and hierarchy of the proposed road network, connections and future connectivity with the surrounding transport network and adjoining areas, internal movement and accessibility, and the manner in which the proposed network supports the long-term development and integration of the proposed land uses within the Project site.

Brymer has constructively engaged with HCC through a series of workshops to address the various challenges and technical requirements required for the project. That engagement included addressing issues relating to the strategic land use pattern, geotechnical matters, three waters, transport, and funding and financing issues relating to demand placed on HCC infrastructure.

As with any proposal of this scale and complexity, while there has been good progress and agreement reached on many of the planning issues, there remain matters outstanding which require further assessment, refinement, consideration and if possible, agreement. The extent of any remaining issues will ultimately depend on the substantive application, supporting technical information and any proposed conditions.

The key matters for HCC which are still to be resolved are mostly focussed on the impacts of the Project on Hamilton City and its infrastructure, the need to address HCC's role as a territorial authority for part of the development area, recognising HCC as an affected infrastructure owner, service provider, and road controlling authority, and how these matters are resolved via conditions and associated PDA requirements.

HCC is generally supportive of the Project, including the proposed transport connections between the Project site and Hamilton City, provided these outstanding issues are resolved to its satisfaction. In particular, for those transport connections to be made, HCC requires that:

- a. Transport effects on the HCC network are addressed, including any necessary corridor upgrades arising from those connections;
- b. Funding and financing issues are resolved (on the basis of growth pays for growth) in respect of HCC infrastructure, including payment of HCC development contributions equivalents;
- c. Subject to the Panels approval, Brymer's proposed resource consent conditions address these, and other matters, identified via our ongoing engagement on condition drafting.

HCC will continue to work with you to resolve these matters as the substantive application progresses through the FTAA process.

HCC looks forward to continuing constructive engagement as the Project progresses.

Yours sincerely



Blair Bowcott

GM Strategy Growth and Planning
Hamilton City Council

CC: Sanjil Mistry, Andrew Parsons, Jackie Colliar, Chris Allen, Will Gaunlett, Nick Birdsall

Fast-track

Project Name	Fast-Track	# of meeting notes	001
Meeting	Brymer – HCC and Barker catch up	Date of meeting	21/01/2026 (9:30am)
Location	Teams/Peacockes Meeting Room	Notes taken by:	Jaimee Wilson

Attendees and apologies

☒	Facilitator; Sonia Barker	HCC	☒	Fraser McNutt	Barker
☒	Chris Dillon	HCC	☒	Sam Le Heron	Barker
☒	Steve Denize	HCC			

FINAL

Agenda and Goal

Goal;

As discussed with Fraser this meeting is an informal catch up before discussions with the client on 2 February to align on process and working together.

Action items

ID.	Actions	Who	By When
1.2	Provide list of wastewater & water modelling pre-requirements (Sonia to confirm with Ben and Brent)	Sonia	23 Jan
1.3	Developer to provide strategic wastewater option summary	Fraser / Sam	22 Jan
1.4	Confirm if workshop can be brought forward	Sonia	ASAP
1.5	Circulate consenting strategy draft to developer team	Chris	21 Jan
1.6	Finalise PDA template + trunk infrastructure requirements + social infrastructure package	HCC	23 Jan
1.7	Developer to review consenting strategy & PDA package and provide initial comments	Fraser / Sam	Within 5 days of receipt
1.8	Establish 1-2 weekly check-ins	Sonia / Fraser	ASAP
1.9	Confirm Regional Council engagement expectations	Sonia	Prior to workshop
1.10	Implement centralised document management	HCC (Sonia and Andrea)	ASAP
1.11	Arrange for pre-transport alignment meeting - Developer to provide assumptions and report drafts	HCC / Fraser / Sam	Early Feb
1.12	Agree turnaround time for technical responses	All	At 27 Jan workshop
1.13	HCC will review its position in relation the accepting the project as regionally significant and not relitigating the economic need.	Chris	ASAP

Decisions

ID.	Decisions
1.1	PDA will encompass trunk infrastructure across entire masterplan, plus social infrastructure contributions and design standards.
1.2	All reports, drafts and technical updates are to be communicated to Sonia for distribution.
1.3	P&I process: Developers will send staged drafts; HCC SMEs will review early to avoid rework.

Discussions

1. Wastewater Servicing Options

- Discussion anchored on two wastewater pathway options:
 1. Preferred Option: Connection via the Western Interceptor / Whitney Road alignment (supported by initial high-level Maven work).
 2. Less Preferred: Onsite private wastewater solutions (which both parties see as undesirable long-term).
- HCC acknowledged:
 - They can provide strategic confirmation of viability before full modelling is complete, to avoid a “slow no”.
 - The 27 Feb Three Waters Workshop is the critical point for alignment.
 - Parameters for modelling are usually consistent across catchments, but wastewater parameters must still be confirmed with Ben & Brent.

2. Water Supply Constraints

- Developer raised the issue of pressure limitations and inability to shift to groundwater-based potable supply.
- HCC confirmed water servicing feasibility must be addressed at the 27 Feb workshop alongside wastewater.

3. Transport Modelling & Workshop Timing

- Transport modelling is acknowledged as a long lead-time, critical path item.
- Developer requested earlier or additional check-ins before the March full workshop.
- HCC agreed to disrupt the standard schedule to support accelerated timing.

4. P&I (Planning & Infrastructure) Process

- HCC has:
 - Completed an internal draft P&I review.
 - No major flags identified so far.
 - Requires confirmation from SMEs (transport, 3-waters, ecology).