



**33 Infinity Drive (Lot 120)
Peninsula Bay, Wanaka**

AUCTION PURCHASER FORMS

**Auction Saturday 25th February 2012 at 1pm,
on site at 33 Infinity Drive
(unless sold prior)**

AUCTION PURCHASER FORMS

Table of contents

1. Consent by purchaser prior to entry into auction contract form
2. Purchaser registration to bid at auction
3. Bidder details
4. Limited power of attorney - Part 1 & 2
5. REINZ auction code of practice
6. REAA auction fact sheets
7. Trust account details
8. Variation of auction terms & conditions
9. REAA buyers' guide

NOTE: The information contained in this pack is intended to help purchasers with their initial interest. However it is strongly recommended that all parties undertake their own detailed investigations prior to purchase, such as taking independent legal advice prior to the auction.

Purchaser Registration to Bid at Auction

Property Address: 33 Infinity Drive, Peninsula Bay, Wanaka (Lot 120)

For Auction: Saturday 25th February 2012 at 1.00pm, on site at 33 Infinity Drive

1. I/We(name/s) _____ hereby register to bid on my/our behalf at the Auction of the above property.
2. If I am/We are the successful Purchaser/s of the property, I/We agree to pay a deposit of 10% of the Purchase Price immediately to Berry & Co. Solicitors (Trust account no. 060941 006720702) & sign the Auction Memorandum Recording Sale.

I/We acknowledge that:

3. I/We are in receipt of REINZ Sale of Real Estate by Auction (Third Edition, 2010) Particulars & Conditions of Sale and any addendum applicable thereto including Memorandum Recording Sale and agree to be unconditionally bound by such conditions.
4. I/We have been made aware that I/We can and may need to, and have had a reasonable opportunity to, seek legal, technical and other advice or information and have either obtained that advice or information or decided not to do so of my/our own accord.
5. I/We have been given a copy of the Agent's in-house complaints and dispute resolution procedures before signing this Acknowledgement and I/We have also been advised that I/We may access the Real Estate Agents Authority's complaints process and additional information at www.reaa.govt.nz without first using the in-house procedures and that any use of the in-house procedures does not preclude me/us making a complaint to the Authority.
6. I/We have been informed of any significant potential risk in respect of the property as specified below, arising from any hidden or underlying defects, which are known to the sales consultant or which appear likely on the basis of the sales consultant 's knowledge and experience of the real estate market, so that expert advice can be sought if I/We so choose:

Disclosed known defects or significant potential risks :

Signed:

Purchaser Name:

Date:

Bidder details

Name(s) _____

Address: _____

Home phone: _____

Daytime: _____

Cellphone: _____

Fax: _____

Email: _____

Signed: _____

Signed: _____

Real estate agency: _____

Contact person: _____

**Limited power of attorney to execute documentation
to purchase real estate at auction - Part 1**



Be it known

That I/We _____
(hereafter known as the Purchaser)

Of _____
(address)

Home Ph: _____ Work Ph: _____

Mobile Ph: _____

Does hereby irrevocably nominate, constitute and appoint

(hereafter known as the Attorney)

Of _____
(address)

Home Ph: _____ Work Ph: _____

Mobile Ph: _____

to be my/our true and lawful attorney for the Purchaser for the following specific purposes in respect of the auction /purchase of:

Property Description: **33 Infinity Drive, Peninsula Bay, Wanaka (Lot 120)**

- a) To sign any auction terms & conditions on my/our behalf;
- b) To place bids at the auction on my/our behalf;
- c) If successful at the auction to sign and complete the Auction Memorandum Recording Sale which forms part of the Particulars and Conditions of Sale on my/our behalf;
- d) If successful at the auction to sign and complete any other documentation required to record the sale and purchase on my/our behalf.
- e) If not successfully sold at auction to sign any subsequent sale and purchase agreement on my/our instructions and with my/our agreement as to terms and conditions

Limited power of attorney to execute documentation to purchase real estate at auction - Part 2



I/we acknowledge that the acceptance of my/our Attorney bid or signing of a sale and purchase agreement is binding upon me/us in terms of the Particulars of Conditions of Sale or agreement in the same manner as if I/we was/were personally present at the auction or had signed myself/ourselves as applicable. I/we confirm that I/we will immediately pay the deposit to be paid upon the acceptance of my/our Attorney bid or as required in the sale and purchase agreement and I/we confirm that I/we will settle the purchase of the property on the applicable date shown in the sale & purchase agreement. I/we also acknowledge that I/we has/have received a copy of New Zealand Residential Property Sale and Purchase Agreement Guide and associated declarations or been referred to and viewed the appropriate sections on the REAA website as required by the REAA and associated REAA Act 2008 prior to the signing of this document.

The giving and granting of the power of attorney to the Attorney is effective immediately. It can be acted upon following instructions being given by the Purchaser to the Attorney. The Attorney faithfully complying with the instructions given to the Attorney .

Upon instructions being given to the Attorney and the faithful execution of those instructions I/We as the Purchaser indemnify the Attorney against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred arising from, or which is directly or indirectly, related to my/our breach or non-observance of any term of the Sale & Purchase documentation.

The Purchaser shall ratify and confirm whatever the Attorney does in the exercise of the powers and authorities conferred by this power of attorney including anything done between the time of revocation of this power of attorney and the time of such revocation becoming known to the Attorney.

The powers and authorities conferred by this power of attorney on an Attorney may not be revoked or suspended except by written notice by the Purchaser to that Attorney.

Any person dealing with the Attorney in good faith may rely on a written statement by the Attorney to the effect that the Attorney has no notice of the revocation of suspension of his or her powers and authorities as conclusive evidence of that fact.

The exercise by an Attorney of the powers and authorities conferred by this power of attorney does not involve any assumption by that Attorney, or any firm or person in or by which he or she is a partner or employed, of personal liability in connection with the exercise of the powers and authorities or the consequences of doing so.

The Purchaser shall, if necessary, register this power of attorney whatever required to give effect to its terms. If the Purchaser fails to do so, the Attorney may register this power of attorney and claim reimbursement from the Purchaser of any costs reasonably incurred in doing so.

This power of attorney shall be governed by the laws of New Zealand.

Signed this day of _____ 2012

Signed by Purchaser _____

Signed by Attorney _____

Code of Practice

for the Sale of Real Estate by Auction

1. General

1.1 When conducting the sale of a property by auction, members shall not engage in any conduct which is misleading or deceptive or is likely to mislead or deceive. This principle applies to conduct prior to, at and after the auction.

2. Before the Auction

2.1 Members shall not advertise a property as being for sale by auction unless there is intended to be an auction and unless a written auction authority form has been duly executed by or on behalf of the seller.

2.2 Members shall provide a copy of this Code to prospective sellers prior to having them sign the auction authority.

2.3 Sellers must sign an acknowledgment of acceptance of the terms of this Code, which shall form part of the auction authority.

2.4 Prior to the auction the member shall make available for inspection the terms and conditions under which the sale of the property by auction will be undertaken.

2.5 If applicable the member shall specify in such terms and conditions of sale that the seller reserves the right to bid either personally or through an agent.

2.6 The member shall make this Code available for inspection prior to the auction.

2.7 Members must make reasonable endeavours to inform all interested parties if a property is to be withdrawn from auction or is to be sold prior to auction.

3. At the Auction

3.1 The auctioneer shall conduct the auction at all times with integrity and in compliance with the law of New Zealand and this Code.

3.2 The terms and conditions of sale shall be on display and available for inspection, together with this Code, at the auction. Any portion of the terms and conditions of sale relating to the description of the property will be read aloud by the auctioneer at the commencement of the auction of that property.

3.3 Before commencement of the bidding for a property the auctioneer shall announce whether the seller has set a reserve price. The reserve price, if any, shall not be disclosed to bidders.

3.4 Before commencement of the bidding for a property the auctioneer shall announce whether the seller has reserved the right to bid one or more times at any level below the reserve price at the auction and, if so:

(a) Whether the member has been appointed to bid on behalf of the seller and, in such case,

that all bids made on behalf of the seller will be made and declared by the auctioneer; or

(b) Whether the seller or some other person will be bidding on behalf of the seller and shall identify that person in which case any bid made by that person shall be declared by the auctioneer. Neither the member nor

any salesperson engaged by the member shall make or assist any other person to make any bid on behalf of the seller in contravention of any announcement by the auctioneer pursuant to this clause. The member, or any salesperson engaged by the member, shall immediately advise the auctioneer of any bid which they believe to be made in contravention of this clause.

3.5 Where the seller does not provide the auctioneer with a written reserve prior to the auction, the auctioneer shall announce that the property is to be sold without reserve and no bid shall be made by or on behalf of the seller at the auction.

3.6 In making a bid on behalf of the seller at the auction, the auctioneer shall exercise his/her independent judgement.

3.7 Where in advance of the auction, any contractor/employee of the member or the auctioneer has been requested to bid for a prospective buyer, whether that buyer is present or absent, the auctioneer will announce that fact and identify those contractors/employees who will be so bidding.

3.8 The auctioneer shall ensure that the amount of any bid is clearly stated.

3.9 The auctioneer may refuse any bid.

3.10 The auctioneer shall resolve any disputed bid in accordance with the terms and conditions of sale governing the auction. If such terms and conditions do not specify how disputed bids are to be resolved then the auctioneer shall resolve any disputed bid in accordance with the Particulars and Conditions of Sale by Auction 3rd Edition (or any document approved by the REINZ in substitution thereof).

3.11 Under no circumstances will a bid by or on behalf of the seller be exercised by the auctioneer at or in excess of the seller's reserve price.

3.12 The auctioneer will always clearly announce if the property is about to be sold under the hammer.

3.13 Subject to the reserve price being reached, the highest bidder shall be the buyer.

3.14 If the seller so instructs, the auctioneer will announce during the course of the auction that in the event of the property being passed in the highest bidder will have the first right of purchase of the property at the seller's reserve price.

5. General

5.1 Members shall promptly report any alleged breaches of this Code to the Real Estate Institute of New Zealand Inc in writing specifying the particulars of the alleged breach and providing originals or copies of any relevant documents.

Vendor Acknowledgement:

Date:

Auctions

Fact Sheet

What is an auction?

An auction is an open process at which buyers bid against each other to purchase a property. Once the reserve price is reached, the highest bidder becomes the successful buyer.

FOR SELLERS

Should I sell my property by auction?

Your agent¹ may recommend that you sell your property by auction, rather than on the basis of an advertised or negotiated price.

Auctions can be seen as the best way to sell quickly or achieve a higher price, as the auction process creates a sense of urgency and a feeling of competition between potential buyers.

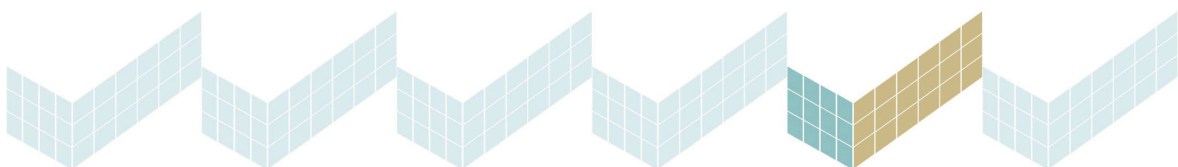
This may or may not be the case and will depend on the property market at the time, how many similar properties are available to potential buyers and how desirable your own property is. Be aware that an auction does not guarantee that someone will offer to buy your property.

Can I have more than one agent if I sell by auction?

No. If you intend to sell by auction you will need to appoint a sole agent. You will need to sign an agency agreement with your agent, and agree on a marketing plan.

For more information on Agency Agreements and Sale and Purchase Agreements visit www.reaa.govt.nz or call 0800forREAA (0800 367 7322)

¹ Agent is a general term that refers to an agent, branch manager or salesperson.



Can I sell my property before the auction takes place?

You can do this, but your agent must advertise the fact in their marketing that “Offers will be considered prior to auction”. If you do not want to consider offers in advance of the auction, the agent will specify in any advertising that you are “not selling prior”.

There are advantages and disadvantages in either approach. Requiring potential buyers to bid at the auction may get a better price, and a sale at auction is unconditional. However, the property may not sell on the auction day. Accepting an offer prior to the auction means you have a sale, but you may settle for less than an auction could achieve, and the sale may be conditional.

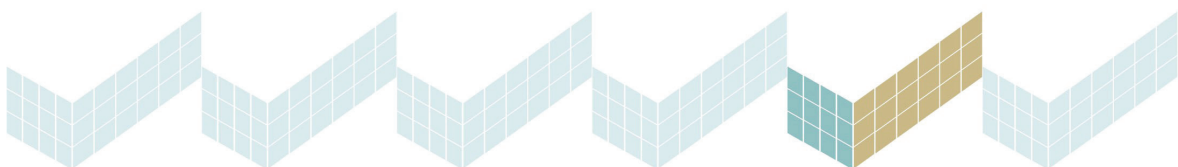
Prior to the auction you will need to establish a **reserve price** with the auctioneer and your agent. This is the lowest price that you are willing to accept for your property.

What happens at the auction?

Once bidding passes the reserve price, the property is sold to the highest bidder. You will **not** have the opportunity to negotiate further with that person. You therefore need to think carefully and realistically about the reserve price. For example, you may want to think about the price you would be prepared to accept from a buyer if you were not auctioning the property. At the same time, you need to avoid setting the reserve price at such a high level that bidding does not come near it.

If the bidding does not reach the reserve price, the auctioneer will pause the auction and ask you for further instructions. At that stage you can do a number of things:

- If bidding has come close to, but not reached the reserve price, the auctioneer may suggest that you agree that the property be put **on the market**. This means that the reserve price no longer applies, and you are willing to accept the highest bid that is made when the auctioneer resumes, and the last bidder before the auction was paused will be held to his/her bid. This approach may result in an immediate sale, but it carries a risk – once you have removed the reserve price and declared the property on the market, you **must** accept the highest bid, even if that is below your reserve price. You cannot negotiate on subsequent bids.
- You can tell the auctioneer that the property is to be **passed in**. This means that the auctioneer will tell the bidders that the auction is concluded, as the reserve price has not been reached. The auctioneer will usually make an attempt to generate further bids before closing the auction.
- If the property is passed in, you can negotiate with the person who made the highest bid, but you should be aware that the offer may not be an unconditional one. This negotiation will continue, through your agent, after the auction has closed. You do not have to accept any offer that is made during the subsequent negotiation, and if you cannot negotiate a price and conditions that are acceptable to you, you can discuss with your agent other options for marketing your property.



FOR BUYERS

What do I need to do before an auction?

If you are going to bid for a property at auction, you need to be prepared in advance. Remember, if you are the successful bidder at an auction, you are immediately committed to buy the property. You will not have the opportunity to take any legal advice, check aspects of the property, arrange a mortgage, or negotiate terms and conditions once the auction is finished.

Prior to the auction, you can inspect the property either by appointment or by attending an open home. The agent or salesperson should provide you with a copy of the terms and Contract of Sale, which will set out what chattels are included with the property, and details such as the amount of deposit to be paid by the successful bidder and when the balance of the payment is to be made.

You may want to arrange a valuation of the property, a building inspection or obtain a Land Information Memorandum (LIM) report. You will also want to get your lawyer to check the title of the property and the Contract of Sale. You need to arrange any finance required in advance. If you are the successful bidder on the day, you will have to pay a deposit immediately and sign the Contract of Sale.

At the auction

The auctioneer will read aloud the terms and conditions of sale and state whether the seller has set a reserve price. The auctioneer will not, of course, reveal the actual reserve price.

The auctioneer must also state whether the seller has reserved the right to bid during the auction. You should be aware that the auctioneer or some other person can bid on behalf of the seller, at any point, provided bidding has not reached the reserve price. This is known as “vendor bidding” and is sometimes used by the auctioneer as a way of starting off the bidding or trying to move bidding towards the reserve. The auctioneer has to identify when a vendor bid is made. If made by the auctioneer, the bid is often identified by saying something like “the bid is with me”.

Bidding will continue until the reserve price is reached or surpassed, at which point the highest bidder will be the successful buyer.

If the reserve price is not reached, the seller can instruct the auctioneer to conclude the auction without selling.

What happens if the auction is concluded without a sale?

If you are the highest bidder you may be able to negotiate with the seller through the seller’s agent after the auction. At this point the terms and conditions of the auction no longer apply and you have the opportunity of introducing different terms and conditions if you wish.



Real Estate Agents Authority

PO Box 25371, Wellington, 6146
Phone: 0800forREAA (0800 367 7322)
Fax: 04 815 8468
Email: info@reaa.govt.nz
Website: www.reaa.govt.nz

To the best of the Real Estate Agents Authority knowledge, the information in this guide is accurate at the date shown below. However, the requirements on which this information is based can change at any time and the most up-to-date information is available at www.reaa.govt.nz [Version 1.0, 17 November 2009].



Infinity Investment Group
Trust account details



Please fax the following to 03 443 0089 when sending a deposit payment electronically.

Property address: _____

Deposit amount: _____

Date transferred: _____

Account name: _____

Bank and branch: _____

To:	Account Name:	Berry & Co. Solicitors
	Trust account number:	06 - 0941 - 0067207 - 02

Variation of auction terms & conditions

PARTIES

Vendor:

Bidder:

DEFINITIONS

Property to be auctioned: 33 infinity Drive, Peninsula Bay, Wanaka (Lot 120)

Date of Auction: Saturday 25th February 2012 at 1.00pm on site at 33 Infinity Drive

BACKGROUND

The Vendor intends to offer the Property for sale by Auction on the Auction Date based on the terms contained in the Real Estate by Auction (Third Edition, 2010) Particulars & Conditions of Sale and any addendum applicable thereto, ("Auction Terms and Conditions") . The parties have agreed to vary the Auction Terms and Conditions by incorporating the variations contained in this document.

AGREEMENT

1. The Vendor agrees that the Bidder may place bids at the Auction for the Property on the Auction Date on the terms contained in the Auction Terms and Conditions with the following variations:

a. The Possession Date is:

b. _____

Signed by:

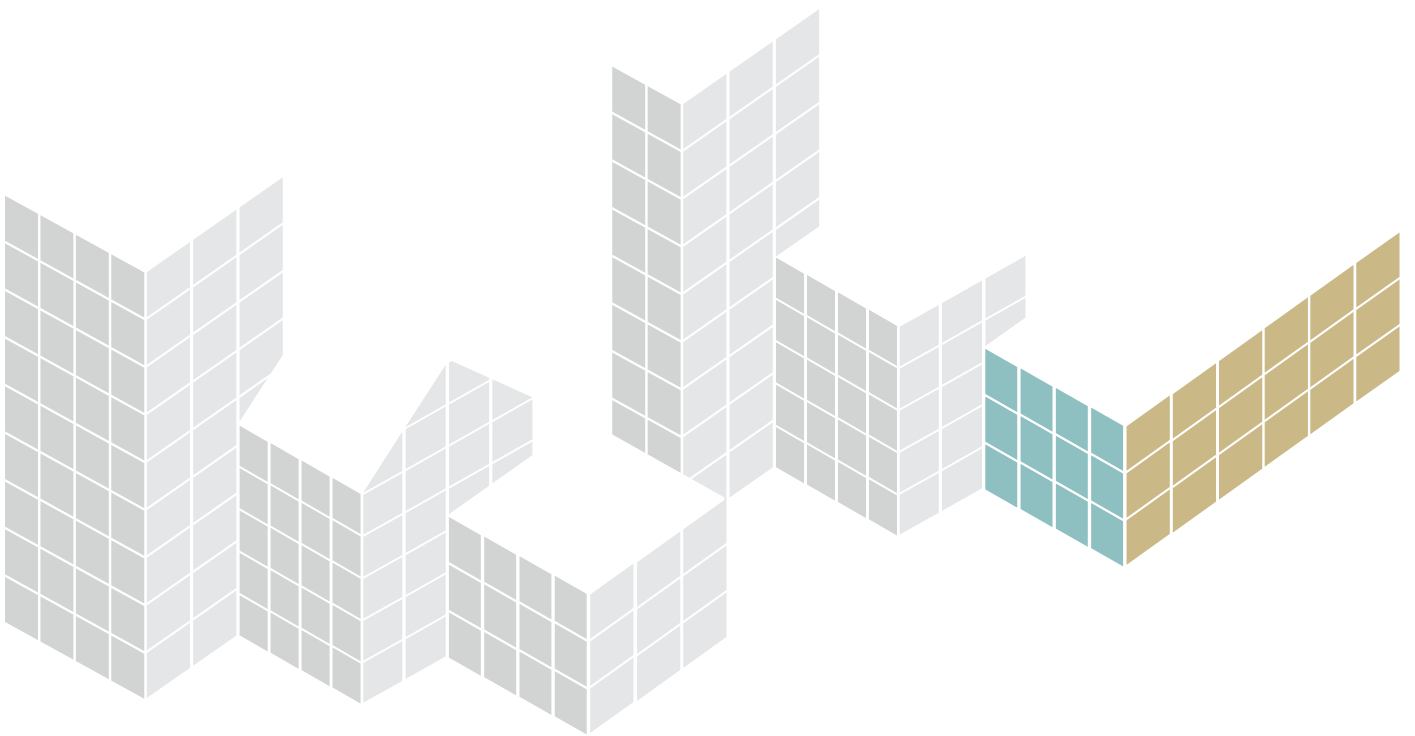
As Vendor _____

Signed By:

As Bidder _____

New Zealand Residential Property Sale and Purchase Agreements Guide

This guide has been prepared and approved by the Real Estate Agents Authority



Important things to know:

1. A sale and purchase agreement is a legally binding contract.
2. The real estate agent is working for the seller of the property, but must treat the buyer fairly.
3. You need to understand the difference between a conditional and an unconditional agreement.
4. You can negotiate the conditions you require in a sale and purchase agreement.
5. It is recommended that you get your lawyer to check the sale and purchase agreement before you sign it.

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Introduction

Buying or selling a home is one of the biggest financial commitments you will ever make. There are several relatively complicated stages to negotiate and there are a number of things to look out for:

In New Zealand there are several ways to sell and buy a home, including:

- auction,
- tender,
- advertised/fixed price or
- by negotiation.

Regardless of the method used, you should always have a written sale and purchase agreement.

This is a guide to the sale and purchase agreement that you will be asked to sign if you wish to buy or sell residential property. It is a legal document that forms the contract between the buyer and the seller of property.

This guide provides information about sale and purchase agreements, tells you where you can get more information, how to make complaints and what to expect from an agent¹. This guide only relates to the sale of residential property.

This guide is just that – guidance. You should not rely on it for legal advice. It's been prepared by the Real Estate Agents Authority, a Crown entity established by the Real Estate Agents Act 2008.

1. Real estate agent or agent are general terms that refer to an agent, branch manager or salesperson.

Whether you are a buyer or a seller, the agent must provide you with a copy of this guide before you sign a sale and purchase agreement, and ask you for written acknowledgement that you have received it. If you require more information, you can consult your lawyer. Information is also available on the Real Estate Agency Authority's website: www.reaa.govt.nz.

Why do I need a sale and purchase agreement?

A sale and purchase agreement provides certainty to both the buyer and the seller as it sets out in writing all the agreed terms and conditions. It is a legally binding agreement.

What is negotiation?

Put simply, the process of negotiation starts when a buyer asks the real estate agent selling the property to take an offer to the seller. The agent prepares a sale and purchase agreement that includes the price and any conditions that the buyer wants to include. The agent takes the sale and purchase agreement to the seller and, if it's accepted, the seller signs it and the agreement becomes binding. If necessary, the seller and buyer can negotiate, through the agent, until the buyer and seller agree on a price and any conditions.

What's important?

- You should have a written sale and purchase agreement.
- Have your lawyer check the sale and purchase agreement before you sign it.
- The buyer and seller can make changes to the price and conditions during the negotiation process.

The sale and purchase agreement

A real estate agent will probably use one of two forms of sale and purchase agreements:

- Auckland District Law Society and Real Estate Institute of New Zealand form (the ADLS form).
- Real Estate Institute of New Zealand form (the REINZ form).

What's important?

- Have your lawyer check the sale and purchase agreement before you sign it.
- As currently drafted, there are some key differences between the REINZ and ADLS sale and purchase forms of which you need to be aware. Your lawyer can explain the differences to you and may advise you to use one of these forms in preference to the other.

Your sale and purchase agreement should include the following:

- The name(s) of the seller(s) and buyer(s).
- The address of the property.
- The type of title (freehold, leasehold etc).
- The chattels that are to be sold with the property (e.g. Whiteware, drapes, television aerial).
- The price.
- The rate of interest that the buyer must pay on any overdue payments.
- The deposit that the buyer must pay.
- The date on which the agreement will become unconditional if there are conditions.
- The settlement date (the date the buyer pays the remainder of the amount for the property, usually the day when the buyer can move into the property).
- Any conditions the buyer wants fulfilled before the contract is agreed.



Conditions in the document

The buyer will usually want to have some or all of the following conditions fulfilled before the contract is agreed.

- **Title search** – this is usually done by the buyer's lawyer to check who the legal owner of the property is and to see if anyone else has any claim over the property.
- **Finance** – this refers to the buyer arranging payment, normally a loan, by a specified date.
- **Valuation report** – normally required by a lender, this report is an estimate of the property's worth on the current market.
- **Land Information Memorandum (LIM) report** – provided by the local council, this report provides information on things such as rates, building permits and consents, drainage and planning.
- **Building Inspection report** – these are becoming more common and help determine how sound the building is and what might need to be repaired.
- **Engineer's report** – similar to the above but more focused on the section and structure of the property.
- **Sale of another home** – the buyer may need to sell their home in order to buy another.

General or standard clauses

A sale and purchase agreement also includes clauses that set out general obligations and conditions. It helps to understand what these mean as you will need to comply with them. Examples may include:

- **access rights** – what access the buyer can have to inspect the property before settlement.
- **default by buyer** – the buyer may have to compensate the seller e.g. interest payments.

- **default by the seller** – the seller may have to compensate the buyer e.g. accommodation costs.
- **insurance** – ensuring the property remains insured until the settlement date and outlining what will happen if any damage does occur.

Your lawyer should explain these clauses. If you want to make changes to any of these clauses, you should ask your lawyer to do this before you sign the agreement.

When does the buyer pay the deposit and the full amount?

When the seller and buyer have agreed on all aspects of the sale and purchase agreement, a deposit (usually of 5-10% of the sale price) is paid to the real estate agent by the buyer. This money is initially held in the agent's trust account.

The agent usually takes their commission from the deposit when the contract becomes unconditional. This is agreed between the seller and the agent as set out in the agency agreement². The seller should make sure that the deposit is large enough to cover the agent's commission.

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer. The settlement day is usually the date when the buyer can move into the property.

Before the sale and purchase agreement becomes unconditional and if the sale doesn't go ahead because some of the conditions haven't been met, the buyer may be entitled to have the deposit refunded in full.

However, once the offer becomes unconditional you won't be able to get your deposit back if you change your mind for any reason.

² Refer to the Real Estate Agents Authority's *New Zealand Residential property agency agreement guide*.



- **Conditional** refers to the sale and purchase agreement having a set of conditions that are to be met, such as the buyer's current house being sold, a building inspection being carried out, or finance being secured.
- **Unconditional** refers to when all conditions in the sale and purchase agreement have been met. It's important to understand that when a sale and purchase agreement becomes unconditional it is legally binding and the transfer of ownership must take place.

Can I cancel the agreement if I change my mind?

You cannot cancel a sale and purchase agreement just because you have had second thoughts about buying or selling the property concerned.

In general, once you have signed a sale and purchase agreement and the conditions set out in it have been met, you will have to go ahead with the sale/purchase of the property.

What if my agent or someone related to them wants to buy the property?

If your agent, or anyone related to them, wants to buy your property, by law, they must get your written consent to do this.

More information on this situation can be found in the Conflict of Interest Fact Sheet, available from www.reaa.govt.nz or by calling **0800forREAA** (0800 367 7322).

What can I expect from an agent?

The agent works for and is paid by the seller. The agent must therefore carry out the seller's instructions (as set out in the agency agreement) and act in the interests of the seller. Agents also have clear responsibilities to buyers even though they are representing the seller.

When you are buying a property, ask the agent questions. Be specific about what you want to know.

All agents are bound by the Code of Professional Conduct and Client Care, issued by the Real Estate Agents Authority. Under the Code, agents have to deal fairly and honestly with all parties.

The Code sets the minimum standard expected from agents and acts as a reference point for discipline through Complaints Assessment Committees that the Authority administers.

A copy of the Code of Professional Conduct and Client Care is available from www.reaa.govt.nz or by calling **0800forREAA** (0800 367 7322).

Does a buyer have to use an agent to buy property?

It is up to the seller to decide if they use a real estate agent to sell their property. They may decide not to use an agent and to sell privately. If the seller is using an agent(s), the buyer will need to use the agent(s) to buy the property.

Whatever you do, it's really important to use your lawyer at each step.

Who pays the agent?

Real estate agents in New Zealand work on behalf of sellers and **it is the sellers who pay the agents**. An agent who is marketing a property on behalf of a seller cannot ask a buyer to pay for their services.

Because the agent is engaged and paid by the seller, the agent does not and cannot have the same duty to a buyer as they do to the seller.

What is a buyers' agent?

Buyers' agents are common in some other countries. They are agents who are employed by buyers to locate properties and sometimes to negotiate purchases on the buyer's behalf. If you employ a buyers' agent you should still have a written agency agreement and will have to pay for their services.

More information on buyers' agents can be found in the Buyers' Agent Fact Sheet, available from www.reaa.govt.nz or by calling **0800forREAA** (0800 367 7322).

What if there's a problem?

If you are concerned about the conduct of a real estate agent, you should in the first instance discuss any concerns you have with the agent or their manager. Agents are required to have in-house complaints resolution procedures.

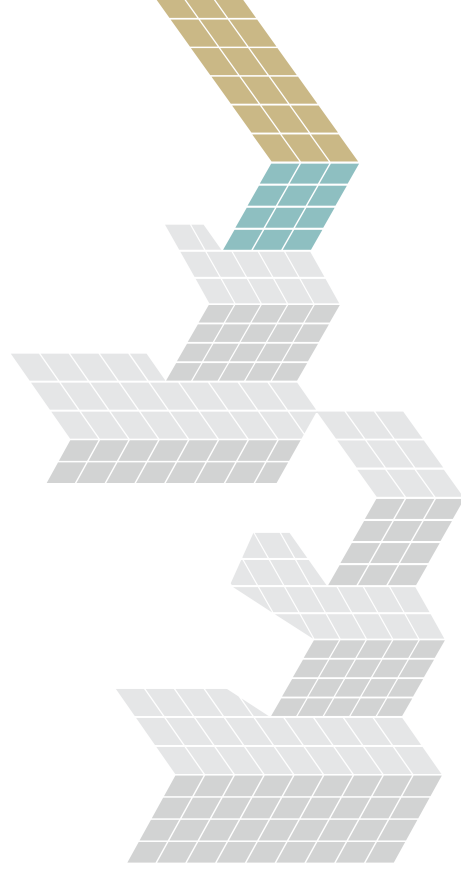
If this does not work or if you do not wish to go through this channel, you can complain directly to the Real Estate Agents Authority.

More information on the Authority's complaints process can be found at www.reaa.govt.nz or by calling **0800forREAA** (0800 367 7322) and requesting a copy of the How to Make a Complaint brochure and/or the Complaint Form.

More helpful information can be found at...

Whether you are a buyer or a seller, there are several sources of help and advice you can go to, including:

- the Real Estate Agents Authority at www.reaa.govt.nz or by calling **0800forREAA** (0800 367 7322). The Real Estate Agents Authority can provide information and assistance on a wide range of issues and has the specific responsibility of dealing with complaints in relation to real estate agency work
- your lawyer
- Community Law Centres www.lsa.govt.nz
- Citizens Advice Bureau www.cab.org.nz
- Ministry of Consumer Affairs www.consumeraffairs.govt.nz
- NZ Law Society Property Section www.propertylawyers.org.nz
- Consumer Build www.consumerbuild.org.nz.



Real Estate Agents Authority

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Fax: 04 815 8468

Email: info@reaa.govt.nz

Website: www.reaa.govt.nz



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Mixed Sources

Product group from well-managed
forests and other controlled sources
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