



TERMS & CONDITIONS OF SERVICE

1. Commencement: We will start work on your behalf as soon as you have signed and returned these Conditions of Service and the registration fee referred to in Clause 4 below has been paid.

2. Service: upon confirmation of your instructions we undertake to work with you to find a suitable property for you to purchase as discussed and agreed by both sides.

For the purpose of this agreement we shall be deemed to have introduced a property to you if you either received the particulars of a property from ourselves directly or indirectly, or from any of the firms of estate agents or individuals with whom we have contact, or through agents or individuals whom you have instructed us to negotiate with on your behalf.

For the purposes of this agreement you will be deemed to exchange contracts to purchase a property if:

a) you or any close relation, or any person with the aid of any funds provided by any such persons, acquires or agrees to acquire, or any body corporate or trust in which any of those persons has an interest (directly or indirectly) acquires or agrees to acquire, any legal or beneficial or other interest in any freehold or leasehold property, or agrees to occupy a property.

b) a third party acquires or agrees to acquire any legal or beneficial or other interest in any freehold or leasehold property, or agrees to occupy a property and within one year you occupy that property either together with or independently of that third party (including temporary occupation for holidays and weekends)

3. Duration: this agreement shall be for an initial period of one year unless and until terminated prior to the expiry of that period by one month's notice given by either party to the other. We reserve the right to charge a further registration fee if this agreement continues beyond the initial period of one year but if we do so then the fee payable on purchase of any property under Clause 4 below will be reduced by the amount of any additional registration fee paid.

4. Fees: Our registration fee is NZ\$1450¹, exclusive of GST if applicable.

In addition, a fee of 2.5%², exclusive of GST if applicable, of the purchase price for any property you exchange contracts to purchase an interest in, will be due to us during the continuance, or within one year after the date of termination or expiry of this agreement. Payment of this fee shall be made in full on completion of the purchase or within 30 days of exchange of contracts, whichever is the sooner.

¹ Non-refundable.

² Our minimum fee is NZ\$7,500 exclusive of GST if applicable.

5. Charges on Termination: Upon termination or expiry of this agreement, if you have not purchased or agreed to purchase a property,

we shall be entitled to charge you for all reasonable expenses and disbursements (including the time of our personnel at our rates from time to time, details of which are available on request) incurred by us in providing services to you until the date of termination. Any sum charged pursuant to this paragraph shall be deducted from any further payments you make to us on exchange of contracts under Clause 2 above.

6. Liability: Details of properties, valuations, reports and other information provided by us are prepared in good faith and are solely for your guidance. They do not form any part of any contract relating to the purchase of any property.

All purchasers must satisfy themselves as to the correctness and accuracy of any details provided by us and none of our officers or agents or employees have any authority to make any representations or statements in relation to any property and/or the service provided by us. In addition, we do not accept liability for the views of, or contents of any report prepared by any third party in relation to any property.

We strongly recommend all prospective purchasers to take appropriate legal and other advice and to use the services of lawyers, surveyors, valuers and other specialists. The service provided by us is not intended as a substitute to obtaining such advice and accordingly no liability is accepted for any defects in legal title or in the fabric and structure of any property.

7. General: The supply of services by us is subject to the terms and conditions set out in this agreement and, unless otherwise expressly agreed in writing by us, these conditions shall prevail over any other terms and conditions and shall comprise the whole agreement between you and us.

No relaxation or delay or indulgence by us in exercising rights of enforcing any of these terms and conditions or the granting of time by us for remedy of any breach shall operate as a waiver of any subsequent or continuing breach.

If at any time any of these conditions are found to be unreasonable, invalid or unlawful then the validity of the remaining conditions or parts thereof shall not in any way be affected or impaired and shall be in force as if the unreasonable, invalid or unlawful part had not been included.

For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

This Agreement is governed by the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the courts of New Zealand.

Acceptance of Terms & Conditions

I/we agree to the above and wish to engage Collett Consulting to act on my/our behalf.

My/our payment and signature(s) below give full authority for Collett Consulting to proceed and validate acceptance of this contract.

Signature: _____ **Date:** _____

Signature 2: _____ **Date:** _____