Pre-contract disclosure statement for existing units

This is a sample template for providing the information required under Regulation 33(1) of the Unit Titles Regulations 2011 (the Regulation) for a pre-contract disclosure statement for existing units. There is currently no prescribed form for this statement, the specific wording and layout used in this template are not requirements of the Regulation.

Important: **If the information required under Regulation 33(1) of the Unit Titles Regulations 2011 is not provided, or is inaccurate but is not corrected as the information required to complete this pre-contract disclosure statement or to correct the inaccuracy does not exist or cannot be found despite reasonable efforts, then this must be noted in this pre-contract disclosure statement.**

If the requirements of Section 146 of the Unit Titles Act 2010 (the Act) are not met, the settlement date agreed to in an agreement for sale and purchase may be delayed in accordance with Section 149 of the Act, or the agreement may be cancelled in accordance with Section 149A of the Act.

For more information on delaying a settlement or cancelling an agreement for sale and purchase, refer to the pre-disclosure disclosure delay or cancel flowchart on the Unit Title Services website: unittitles.govt.nz

Pre-contract disclosure statement for existing units

Section 146, Unit Titles Act 2010

Unit number:	Unit 4 and accessory unit(s)
Unit Plan:	Deposited Plan 66502
Body Corporate number:	**BC 66502**

Pre-contract disclosure statement for existing units

1 This pre-contract disclosure statement is provided to prospective buyers of the property in accordance with Section 146(1) of the Unit Titles Act 2010.

Financial information

2 The amount of the contribution levied by the body corporate under Section 121 of the Unit Titles Act 2010 in respect of the unit is $ Nil

3 The period covered by the contribution in paragraph 2 is N/a

4 The body corporate has the following accounts:

There is no bank account for the Body Corporate.

5 **The body corporate financial statements and audit reports for the last three years.**

Year ended [***insert financial year***]

The immediate past financial year.

The body corporate financial statement *(select one)*

☐ is attached

☒ is not attached because *(select one)* **it does not exist**

The body corporate audit report *(select one)*

☐ is attached

☒ is not attached because *(select one)* **at the AGM on 13 February 2026 the Body Corporate resolved not to appoint an auditor**

Year ended [***insert financial year***]

One year prior to the immediate past financial year.

The body corporate financial statement *(select one)*

☐ is attached

☒ is not attached because *(select one)* **it does not exist**

The body corporate audit report *(select one)*

☐ is attached

☒ is not attached because *(select one)* **at the AGM on 27 February 2025 the Body Corporate resolved not to appoint an auditor**

Year ended [***insert financial year***]

Two years prior to the immediate past financial year.

The body corporate financial statement *(select one)*

☐ is attached

[X] is not attached because *(select one)* **it does not exist**

The body corporate audit report *(select one)*

[ ] is attached

[X] is not attached because *(select one)* **at the AGM on 1 February 2024 the Body Corporate resolved not to appoint an auditor**

[*Attach the relevant financial statements and audit reports*]

Maintenance, weathertightness and related matters

For the purposes of this statement, a unit title is considered to have a **weathertightness issue** if water has penetrated it because of some aspect of its design, construction, alteration, or of materials used in its construction or alteration, and the penetration of water is likely to cause or has caused damage to it.

6 *Select the statement that applies:*

[X] The long-term maintenance plan is attached

[ ] The long-term maintenance plan is not attached because *(select one)* **it does not exist** / **it cannot be found**

[*Attach the long-term maintenance plan*]

7 The next review date for the long-term maintenance plan is **February 2027.**

8 The body corporate proposes to carry out or begin the following works under the long-term maintenance plan in the next three years:

No work is currently planned.

9 The body corporate proposes to carry out the following maintenance on the unit title development in the year following the date of the disclosure statement:

No work is currently planned.

10 *Select the statement that applies:*

[ ] The body corporate or committee has actual knowledge that any part of the unit title development has weathertightness issues for which a claim has been made under the Weathertight Homes Resolution Services Act 2006.

[X] The body corporate or committee has no knowledge of any part of the unit title development currently, or ever having had, weathertightness issues for which a claim has been made under the Weathertight Homes Resolution Services Act 2006.

[*Provide details of the claims if any*]

11 *Select the statement that applies:*

☐ The body corporate or committee has actual knowledge that any part of the unit title development had weathertightness issues that have been remediated without a claim under the Weathertight Homes Resolution Services Act 2006 or other proceedings.

X The body corporate or committee has no knowledge of the unit title development having weathertightness issues that have been remediated without a claim under the Weathertight Homes Resolution Services Act 2006 or other proceedings.

[*Provide details of the weathertightness issues, if any, and remediation*]

12 *Select the statement that applies:*

☐ The body corporate or committee has actual knowledge that any part of the unit title development has weathertightness issues that have not been remediated.

X The body corporate or committee has no knowledge of the unit title development having weathertightness issues that have not been remediated.

[*Provide details of the weathertightness issues, if any*]

13 *Select the statement that applies:*

☐ The body corporate or committee has actual knowledge that any part of the unit title development has earthquake-prone issues.

X The body corporate or committee has no knowledge of the unit title development having earthquake-prone issues.

[*Provide details of the earthquake-prone issues, if any. The Building Act defines what an earthquake-prone building is, and whether a building or part of it is earthquake-prone is determined by the local authority*]

14 *Select the statement that applies:*

☐ The body corporate or committee has actual knowledge that any part of the unit title development has any other significant defects in the land (including the unit title development) that may require remediation.

X The body corporate or committee has no knowledge of the unit title development having any other significant defects in the land (including the unit title development) that may require remediation.

[*Provide details of the significant defects, if any*]

15 *Select the statement that applies:*

☐ The remediation report/s commissioned by the body corporate in the last three years is attached.

☒ X No remediation report/s commissioned by the body corporate in the last three years are attached, because *(select one)* **no such reports have been commissioned** .

Governance information

16 The notices and minutes of body corporate general meetings and body corporate committee meetings for the last three years.

Year ended February 2026 *The immediate past financial year.*	The body corporate and committee meeting notices, minutes and supporting documentation *(select one)* X are attached ☐ are not attached because *(select one)* **it does not exist / it cannot be found**
Year ended February 2025 *One year prior to the immediate past financial year.*	The body corporate and committee meeting notices, minutes and supporting documentation *(select one)* ☐ are attached X are not attached because *(select one)* **it cannot be found**
Year ended February 2024 *Two years prior to the immediate past financial year.*	The body corporate and committee meeting notices, minutes and supporting documentation *(select one)* X are attached ☐ are not attached because *(select one)* **it does not exist / it cannot be found**

[*Attach the relevant notices of general meetings prepared under regulations 5, 6, 7, 8 and 8A and 9, and all supporting documentation, and minutes prepared for general meetings and body corporate committee meetings, and all supporting documentation (includes agendas or similar) Note any information that is not available.]* *Note: information may be excluded if disclosing the information would breach the Privacy Act 2020 or any other enactment, if the information is subject to legal professional privilege or the confidentiality of the information must be protected because of commercial sensitivity. It should be noted if information has been excluded*.

17 *Select the statement that applies:*

☐ The body corporate manager(s) is/are [***organisations and individuals***] and their contact details are [***contact details***].

☒ The body corporate has not currently engaged a body corporate manager.

18 The body corporate holds the following insurance cover for the unit title development:

Vero Insurance NZ Ltd. Insurance Adviser is Bernie Kane of Meridian General Brokers Ltd telephone 04 974 6862. Policy is Commercial Package – Insurance Schedule Attached.

19 *Select the statement that applies:*

☒ The body corporate is not involved in any proceedings in any court or tribunal as at the date of this pre-contract disclosure statement.

☐ The body corporate is involved in proceedings in a court or tribunal. Details of the proceedings are:

[*Set out or attach details of any proceedings brought by or against the body corporate. This could include any kind of dispute where the body corporate is a complainant or a defendant. It could also include any instance where the body corporate is suing or being sued – attach extra sheets if required*]

General information

20 The following section contains a brief explanation of important matters relevant to the purchase of a unit in a unit title development. You should read and understand the information contained in this section and this statement before signing a contract to buy a unit in a unit title development.

Further information on buying, selling a unit and living in a unit title development can be obtained by:

- reading the publication "Short guide to unit titles", which is available on the Unit Title Services website: unittitles.govt.nz
- contacting the Ministry of Business, Innovation & Employment service centre: 0800 UNIT TITLES (0800 864 884)

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing a unit or your prospective rights and obligations as a member of a body corporate.

Unit title property ownership. Unit titles are a common form of multi-unit property ownership. They allow owners to privately own an area of land or part of a building and share common property with other unit owners. Unit title developments may also be structured in varied ways including staged unit title developments and layered unit title developments.

This combination of individual and shared ownership of land and buildings, often in an intensive built environment, means owning a unit title involves a different set of rights and responsibilities than traditional house and land ownership.

Unit title developments have a body corporate management structure to ensure decisions affecting the development can be made jointly by the unit owners. The creation and management of unit title developments is governed by the Unit Titles Act 2010 and supporting regulations.

Unit plan. Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The unit plan is the formal record of all of the boundaries of the units, and the common property.

Ownership and utility interests. Each unit is allocated an ownership interest and a utility interest and such interests are relevant to the determination of many of the unit owner's rights and responsibilities under the Unit Titles Act 2010.

Ownership interest is a number that reflects the relative value of each unit to the other units in the development, and is used to determine a range of matters including the unit owners' beneficial share in the common property, and share in the underlying land if the unit plan is cancelled.

By default, the utility interest of a unit is the same as the ownership interest (unless it is otherwise specified on the deposit of the unit plan or subsequently changed), and is used to calculate how much each owner contributes to the operational costs of the body corporate.

Body corporate operational rules. The body corporate for a unit title development can make its own operational rules on the use of the development, and governance of the body corporate. These operational rules are subject to the provisions of the Unit Titles Act 2010 and regulations made under that Act.

All unit owners, occupiers, tenants and the body corporate must follow the body corporate operational rules that apply to their unit title development.

Pre-settlement disclosure statement. Before settlement of the sale of a unit, the seller must provide a pre-settlement disclosure statement to the purchaser, which includes information on:

- the unit number and body corporate number
- the amount of the contribution levied by the body corporate for that unit
- the period covered by the contribution
- how the levy is to be paid
- the date on or before which the levy must be paid
- whether any amount of the levy is currently unpaid and, if so, how much
- whether legal proceedings have commenced in respect of any unpaid levy
- whether any metered charges (eg, for water) are unpaid and, if so, how much
- whether any costs relating to repairs to building elements or infrastructure contained in the unit are unpaid and, if so, how much
- the rate of interest accruing on any unpaid amounts
- whether there are any legal proceedings pending against the body corporate

- whether there are any legal proceedings initiated by the body corporate or intended to be initiated by the body corporate

- whether there is any written claim by the body corporate against a third party that has not been resolved

- whether there have been any changes to the body corporate rules since the pre-contract disclosure statement was provided.

There are legal consequences on the seller for failing to provide the pre-settlement disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Records of title. Previously known as a computer register or certificate of title, for a unit title development this document records the ownership of a unit, contains a legal description of the unit boundaries and records any legal interest which is registered against the title to the unit (for example a mortgage or easement). A copy of the record of title for a unit should come with:

- the unit plan attached. Unit title plans were discussed earlier in this section.

- a supplementary record sheet attached. A supplementary record sheet records the ownership of the common property, any legal interests registered against the common property or base land, and other information such as the address for service of the body corporate and the body corporate operational rules.

The common property in a unit title development does not have a record of title.

Land Information Memorandum. A land information memorandum (LIM) is a report which provides information held by the local council about a particular property. You must order and pay for a LIM from the applicable local council. Delivery times vary between councils. The information contained in a LIM will vary between councils, but is likely to include details on:

- rates information

- information on private and public stormwater and sewerage drains

- any consents, notices, orders or requisitions affecting the land or buildings

- District Plan classifications that relate to the land or buildings

- any special feature of the land the local council knows about including the downhill movement, gradual sinking or wearing away of any land, the falling of rock or earth, flooding of any type and possible contamination or hazardous substances

- any other information the local council deems relevant

Full details of what a local council is obliged to provide in a LIM is contained in section 44A of the Local Government Official Information and Meetings Act 1987.

Easements and covenants. An easement is a right given to a landowner over another person's property (for example, a right of way, or right to drain water). A land covenant is an obligation contained in a deed between two parties, usually relating to the use of one or both properties (for example a covenant to restrict one party using their property in a certain way).

Easements or covenants may apply to:

- a unit and are usually recorded on the record of title for that unit.
- common property and will be recorded on the supplementary record sheet for the unit title development.

Further information about the matters set out above can be obtained from:

Unit title property ownership	Ministry of Business, Innovation and Employment www.unittitles.govt.nz 0800 UNIT TITLES (0800 864 884)
Unit plan Ownership and utility interests Record of title Easements and covenants	Land Information New Zealand www.linz.govt.nz 0800 ONLINE (0800 665 463)
Body corporate operational rules Pre-settlement disclosure statement	The body corporate of the unit title development
Land Information Memorandum	Your local council

For detailed information on any of the above matters relating to your specific circumstances, the Ministry of Business, Innovation and Employment recommends you obtain independent legal advice from your lawyer.

Corrections

20 *Select the statement that applies:*

[X] This disclosure statement, including any additional information that forms part of this disclosure, does not have any known inaccuracies.

[ ] This disclosure statement, including any additional information that forms part of the disclosure, does have any known inaccuracies. Details of the known inaccuracies are:

[*If you have included any information in this disclosure statement that is inaccurate, you must explain where and what the known inaccuracies are below and add a correction here or explain what information cannot be corrected because either it does not exist, or despite reasonable efforts, cannot be found – attach extra sheets if required*]

Signed by seller or person authorised by seller:	[*signature*] MJMansfield. ON BEHALF OF "THE MANSFIELD TRUST"
Name:	[*name*] M.J. MANSFIELD
Date:	[*day, month, year*] 14th APRIL 2026

This form has been created by the Ministry of Business, Innovation and Employment as an example of a pre-contract disclosure statement that complies with the requirements of regulation 33(1) The information contained in the form is intended as an example of how these sections may be completed, and the specific wording used is not a requirement of the Unit Titles Regulations 2011.

Body Corporate 66502 - Long-Term Maintenance Plan

Address	4-10 Tennyson Street, Te Aro , Wellington	30/01/2024, 30 Year Plan Updated 28/02/2026 following AGM

All figures and times for repair are estimates only	Inflation projection	4%		Interest rate projection	6.00%		Starting levy per unit	$0		Number of units	4

Projections: 5, 10 , 15 and 30 Yrs

						Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*	*Year 8*	*Year 9*	*Year 10*	*Year 11*	*Year 12*	*Year 13*	*Year 14*	*Year 15*	*Year 16*	*Year 17*	*Year 18*	*Year 19*	*Year 20*	*Year 21*	*Year 22*	*Year 23*	*Year 24*	*Year 25*	*Year 26*	*Year 27*	*Year 28*	*Year 29*	*Year 30*	*Year 31*	*Year 32*	*Totals*
Year	**Total area (m^2)**	**2023 ($\$/m^2$)**	**Total ($) Exc GST**	**Age as at Jan 2023 (years)**	**Life span from Jan 2023 (years)**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**	
Expenditure items																																						
Drive Asphalt	507	120	61000	32	30	61000																													X			
Carpark Markings			5000	3	3	Inc							5000							5000																		
Roof maintenance option - Paint Metal roofing - Butynol Maintenacne - Rust Repairs - Replace rusting screws - Gutter repairs				32	1		X																															
Replace roof & all gutters				32	8										TBC																							
Gutter Between Units 4-6				32	8										TBC																							
Gutter Between Units 6-8				32	5										TBC																							
Gutter Between Units 8-10				6	30																								TBC									
Mural Maintenance				8000		X																																
Main Power Switch Replacement																																						
Drainage				32	15																																	
External Painting & maintenance repairs			72000	10		72000											X												X									
Totals						133000	0	0	0	0	0	0	5000	0	0	0	0	0	0	5000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Appendix 3

Minutes of Annual General Meeting

4-10 Tennyson Street Body Corporate 66502

s 81, Unit Titles Act 2010 and r 6, Unit Titles Regulations 2011

Venue: Millars Boardroom
Level 1 4 Tennyson Street

Time: 12pm

Date: 13 February 2026

Present: 4 Tennyson St **-** Omri Ash
6 Tennyson St - Mark Galloway
8 Tennyson St - Paul & Jenny de Lisle
10 Tennyson St – Mike & Sue Mansfield
Insurance broker by Zoom Bernie Kane

Appendix 3 is from the document "Unit Titles Manual – A Practical guide to Understanding and Complying with the new Unit Titles Regime"

Agenda

1. **Welcome from Chairperson – Omri Ash**

2. **Apologies** 4 Tennyson St- Tony Giannotti
6 Tennyson St- Boyd Ratnaraja

3. **Proxies –**No proxies received.

4. **Confirmation of Minutes of Previous Annual General Meeting** –
Previous Meeting of 27 February 2025 Circulated and agreed – Moved Paul Seconded Omri

5. **Matters Arising from Previous Meeting –** Covered under LTMP discussions / agreements below

6. **Chairperson's Report**
Omri Ash confirmed that the Body Corporate continued to operate on a "Low Key" basis with each unit owner being responsible for their own unit and common property issues being dealt with by emails. As agreed at the last meeting Omri and Paul carried out a maintenance inspection. The maintenance report generated was circulated with the agenda. The minutes below cover agreements
Insurance matters continue to be taken care of by Bernie Kane of Meridian Brokers with Bernie joining the meeting by zoom.

7. Election of a Chairperson

A body corporate must elect a chairperson (who must be the owner of a principal unit) by ordinary resolution at every annual general meeting of the body corporate. This is not to be confused with the committee chairperson (who the committee elects).

A candidate for election must be nominated by another owner in the body corporate.

The names for election are: Omri Ash Nominated by: Paul de Lisle
Omri was elected unopposed-

7a. Appointment of Executive Secretarial Services Company Agreed by All Not Applicable

7b. Method of Contracting Agreed by All Not Applicable

8. Election of Body Corporate Committee

Agreed by All –
There is no need for a committee - the body corporate shall consist of the owners from each unit represented as follows

Unit 4 – Omri Ash (TOMP Ltd)
Unit 6 – Mark Galloway & Boyd Ratnaraja- (Wellington City Elim Church Trust)
Unit 8 - Paul & Jenny de Lisle - (Lisle Investments Ltd)
Unit 10 - Mike & Sue Mansfield (Mansfield Family Trust)

Note : Mark is not an owner but is the delegated representative and covered by Proxy

9. Financial Statements Agreed by All –Not Applicable - There is no bank account and therefore no financial statements

10. Budget for [year to year] Agreed by All –Not Applicable - There is no budgeted work for the period

11. New Funds

The body corporate must decide what other funds it shall have:

A. the long-term maintenance fund;
B. the contingency fund; and
C. the capital improvement fund.

These are new funds as required in ss 117, 118 and 119 of the Unit Titles Act 2010.

It was agreed at AGM on 7 May 2013 that there would be no separate maintenance fund with regular contributions and that the current situation would remain where;
- Each unit owner looked after their own maintenance
- Items effecting adjacent units would be split between adjacent owners e.g. Gutters and downpipes.
- Items affecting the common property would be equally shared by all
- Work elements would be discussed as they occurred in the same manner as had been done to date.

It was unanimously agreed by all that this arrangement would continue

A **Long-Term Maintenance Fund** Agreed by All –Not Applicable – Refer to note above

B. **Contingency Fund** Agreed by All –Not Applicable – Refer to note above

C. **Capital Improvement Fund** Agreed by All –Not Applicable – Refer to note above

12. Bank Account:

Agreed by All –Not Applicable – No maintenance fund required therefore no bank account Refer to note above

13. Fixed Levy Date:

Agreed by All –Not Applicable – No maintenance fund and therefore no levy. Refer to note above

14. Audit of Accounts

Agreed by All –Not Applicable

15. Debt Collection

Agreed by All –Not Applicable

16. Insurance

Bernie Kane of Meridian Brokers joined the meeting by zoom and provided an overview of insurances and an update of the insurance market.
Bernie advised we should stay with our current insurer and that initial discussions were indicating a 2% reduction in premium

An upgraded valuation is required every two years by the insurers and for the Fire Service Levy. The next valuation will be in 2027.
The recommended insurance value is based on last year's valuation plus the inflationary provision.

Agreed by All – Body Corporate Insurance should be placed based on the following

Construction Cost Consultants Valuation	$5,894,421
Inflationary Provision	$ 530,498
Building Demolition Estimate	$ 695,362
Total Building Reinstatement/Replacement Value Sum Insured	$7,120,281

Bernie advised that the new premium would be

Item (excl GST)	2025	2026	Change
Total Premium	$52,998	$52,090	-$908
Per Unit	$13,249	$13,022	-$227

The Body Corporate insurance covers the shell of the building and wiring and key services but no fit out.

EQC does not cover commercial units

Policy Excess

a. Earthquake 5% of sum insured =$356,014
b. Malicious damage $1k
c. Standard Excess $500

Previous agreement that in the case of an earthquake the excess would be split across all 4 units equally regardless of which unit was affected.

Unanimously agreed that Insurance for the Body Corporate should continue to be arranged through Meridian General Insurance by Bernie Kane.

16a Valuation

Not required this year., next valuation to be in 2027.

16b Landlord's Extension Cover

Bernie previously advised that this extension is not required as the BC has no residential units

16c Director's and Office Bearer's Liability insurance.

Bernie previously advised we don't need this insurance as whole BC makes decisions. The additional insurance is only required where there are sub committees making decisions and wanting protection to form the BC. (However agreed we did need to get Proxies in place to cover Mark's representation as he was not the direct owner).

17. Long-Term Maintenance Plan (LTMP) (s 116)

The report following Paul & Omri's inspection reviewed.
2 major maintenance items, Carpark resurfacing and exterior painting had been completed 2023-2024.
No maintenance works were completed in the last year.

Carpark

The scuffing reported last year had settled down and the ashphalt was performing as expected.

Exterior Maintenance

Metal Roof

Agreed roof replacement is probably next on the agenda. Each unit was responsible for their own roof.
Elim had carried out maintenance on the roof of no 6. Removing rusty sheet ends and inserting lap sheets, together with new corrugated roof lights.
Omri was obtaining quotes to replace the roof of no 4 in the next year and then install solar panels on the roof.
Paul & Jenny will review options for no 8. They will co-ordinate with no 4 and aim to carry out repairs/ replacement in the next year
Mike and Sue have no current plans for no 10 as they intend to sell in the next couple of months.

Membrane Gutters

Membrane gutters should be replaced in conjunction with any roof works.

Main Switch

Refer to the Millar's report tabled 2025(Copy attached)
Omri confirmed

- that the switch was a manageable risk
- it was unlikely to cause a problem until there was a need to use it, and then it would fail and need replacement, and potentially would mean 48 hours without power.
- The switch has probably not been used since installation so the need to use was unlikely.
- If the switch did fail, there would be no power until repaired. Millars would action quickly but was dependent on Wellington Electricity digging up the road.

Agreed

- Record switch replacement as a future project on the LTMP

Switch access

- As they will be selling, Mike will give to Omri the key to the main door, the cupboard door and the alarm code.
- Contact details for out of hours access.
    - Mike Mansfield 021 991 801

Basic Long-Term Maintenance plan (LTMP)

- The attached Basic Long-Term Maintenance plan (LTMP) has been updated to reflect decisions noted above and is attached to the minutes as a draft.
- Please review the LTMP and provide feedback.

Note:

- This plan will require formal ratification at the next Body corporate meeting.

18. Report from Body Corporate Committee

Agreed by All –Not Applicable There are no Body Corporate Committees

19. Operational Rules

Given all the current mandatory changes, a body corporate who may wish to review their operational rules might add this as a motion at a future AGM.

Operational Rules – Schedule 1 Copied below

Schedule 1 Body corporate operational rules [r 21]

- *1 An owner or occupier of a unit must not—*
  - *(a) damage or deface the common property:*
  - *(b) leave rubbish or recycling material on the common property:*
  - *(c) create noise likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers:*
  - *(d) park on the common property unless the body corporate has designated it for car parking, or the body corporate consents:*
  - *(e) interfere with the reasonable use or enjoyment of the common property by other owners or occupiers.*

- *2 An owner or occupier of a unit must dispose of rubbish hygienically and tidily.*

20. Common Area Maintenance Matters

Covered Above

21. General Business

WOF

Each unit looks after their own separate WOF

- All units have current WOF
- All units have individual fire alarms which are covered by the WOF requirements.

Alpha Street Chain

- Copies of these keys will be given to Omri
- Mike thought the chain motor was not operation but it was easy to unlock when and remove when required.

Mural .

- The maintenance by Elim looks great
- The bottom 2.4m is protected by anti-graffiti paint.
- The Council is now removing the graffiti when requested, Chris at Inside rings the council.
- Some mural maintenance required where the paint is peeling.

Carpark Arrangements

Elim advised they will be using their carparks during the day and will be putting up no parking signs.

Mike was concerned with the Church using the carparks on Sundays. It had been an informal arrangement that the church would use the carparks but others agreed it was an inconvenience if you wanted to use your park on a Sunday.

Meeting Closed - 1.00pm

Attached:

1. Proxy Forms for No 6
2. Construction Cost Consultants Valuation 20/12/2025
3. Long Term Maintenance Plan Updated to reflect decisions above (Excel Format)
4. Millars main switch report
5. Carpark allocations
6. Insurance Pre Renewal Report 2026
7. Meridian Brokers Statement of Services 2026
8. Insurance Renewal Quote advice and recommendation
9. Insurance Declaration and authority to proceed

The Criminal Records (Clean Slate) Act 2004

The Criminal Records (Clean Slate) Act 2004 came into force on 29 November 2004.

If an individual meets all conditions in Section 7 of the Act (a summary of which are detailed below), they are not required to disclose the details of previous convictions.

Note that youth court outcomes, infringements and overseas convictions are all excluded from the Clean Slate Act.

An individual must have:

- no convictions within the last 7 years;
- never been sentenced to a custodial sentence (e.g. imprisonment, corrective training, borstal);
- never been ordered by a Court following a criminal case to be detained in a hospital due to their mental condition, instead of being sentenced;
- not been convicted of a "'specified offence" (e.g. sexual offending against children and young people or the mentally impaired);
- paid in full any fine, reparation, or costs ordered by the Court in a criminal case;
- never been indefinitely disqualified from driving under section 65 of the Land Transport Act 1998 or an earlier equivalent provision.

Waiver of Subrogation and/or Hold Harmless Agreements

You may prejudice your rights with regard to a claim if, without prior agreement from your Insurers, you make any agreement with a third party which would prevent the Insurer from recovering the loss from that third party, or any party which would be otherwise liable.

Some policies contain provisions that either exclude the Insurer from liability, or reduce its liability. If you have entered, or consider entering, such an agreement which excludes or limits your rights to recover damages from another party in relation to any loss, damage or destruction, please let us know so that we can advise you about how the agreement affects, or will affect, your cover.

Reinstatement (Liability Policies)

Your policy Limit of Indemnity will be reduced by the amount of any claim under the policy. However, if your policy has a reinstatement provision, the Limit of Indemnity will be reinstated for the amount of any claim paid. The reinstated limit will apply to subsequent unrelated claims not exceeding the aggregate specified in the policy.

Claims Made Policies

Some types of policies such as Directors & Officers Liability and Professional Indemnity provide cover on a "claims made" basis. This means that the Insuring Clause responds to:

Claims first made against you during the policy period and notified to the Insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against you; and
When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period; and
You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

In order to ensure that any entitlement under the policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay and prior to the expiration of the policy period.

Essential Reading of Policy Wording

It is in your own interests to read the policy wordings and Insurance Report without delay and advise in writing of anything which is not clear to you or where any of the cover does not meet with your requirements.

For more information please contact us.

Financial Strength Rating Of Recommended Insurer(s)

The Insurance (Prudential Supervision) Act 2010 requires all licensed New Zealand Insurers to provide you with a Financial Strength rating before entering into or renewing a contract of insurance. Insurers in New Zealand are required to be rated by one of the Rating Agencies approved by the Reserve Bank of New Zealand.

Vero Insurance New Zealand Limited has an AA- (Very Strong) financial strength as given by Standard and Poor's

The rating outlook is stable. As a member of the Insurance Council of NZ, Vero is committed to complying with the Fair Insurance Code. A copy of the Code can be found at www.icnz.org.nz.

Approved Rating Agencies and their scales of possible ratings are summarised below.

Standard and Poor's

AAA (Extremely Strong)

AA+ (Very Strong)

AA (Very Strong)

AA- (Very Strong)

A+ (Strong)

A (Strong)

A- (Strong)

BBB+ (Good)

BBB (Good)

BBB- (Good)

BB+ (Marginal)

BB (Marginal)

BB- (Marginal)

B+ (Weak)

B (Weak)

B- (Weak)

CCC (Very Weak)

CC (Extremely Weak)

SD (Selective Default)

D (Default)

R (Regulatory Supervision)

NR (Not Rated)

A (Strong) and AA- (Very Strong) respectively

Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Credit ratings are solely statements of opinion and not statements of fact or recommendations to purchase or discontinue any policy or contract or to buy, hold or sell any security or make any other investment decisions. Credit ratings may be changed, withdrawn or suspended at any time.

The rating scales above are in summary form. A full description of the rating scales can be obtained from www.standardandpoors.com, www.ambest.com and/or www.fitchratings.com

Claims Procedures

We understand the true test of the value and integrity of your relationship with your Broker and Insurer is the provision of fast, efficient claims service and advice.

To assist us in achieving the most efficient claims process possible, we have set out the following guidelines for our client's information: -

Notification of Claims

You should report all losses or incidents which may result in a claim as soon as possible after the event to our office. Late reporting can cause the Insurer to incur additional costs, prejudice the efforts of the Insurer to negotiate an equitable claim settlement or negatively impact their efforts to recover from negligent third parties.

The first notification should include the following information:

- Description of incident
- Date and time of incident
- Location (including street names) where circumstances originated
- Estimate of loss
- Action being taken to minimise loss
- Whether police or emergency services were called
- Original copies of any communications received

Loss Minimisation

You should take action to protect property from any further damage, however, you should take no action to repair the damage until instructed by our office or a Loss Adjuster.

Own Property Damage

You should report all losses immediately to our office and we will advise you on the appropriate steps to follow and arrange a Loss Adjuster if required. Retain any damaged property and other evidence for inspection by Insurers. Record all costs in dealing with the event.

Burglary, Theft and Money

If loss is due to theft/burglary or involves the loss of money, you should contact the police immediately and keep details of the police officer and station notified. You should obtain a copy of the Police Report and report the loss to our office as soon as possible.

Motor Vehicle

Windscreen – All windscreen/glass only repair claims can be completed without a claim form. Contact our office for the policy number, Insurer name and approved windscreen repairer, who you will need to contact to organise a time for the repair or replacement to be undertaken. Generally there is no excess payable for windscreens (our office will confirm this with you) and the provision of the policy number and Insurer name to the repairer will be sufficient for the repairer to forward the invoice directly to the Insurer for payment (do not pay the repairer yourself).

Own Damage – You should report all accidents involving your motor vehicle immediately to our office. If the vehicle is not driveable, it may be towed to the closet repairer capable of rectifying the damage. Our office will advise you if an assessor is required to inspect the vehicle.

The claim processing is accelerated if a completed claim form can be left at the repairer's premise before the visit by the Loss Adjuster. If there are any delays in obtaining repair authorisation or necessary services, please contact our office.

Usually your policy excess is paid to the repairer upon collection of the repaired vehicle. If the damage is due to the negligence of an identifiable third party, your Insurer will normally endeavour to recover your excess from them. Where a third party is involved, under no circumstances should any admission of liability be made. And no further direct actions with Third Parties should be undertaken without instruction from the Insurer.

Liability

General and Products – If you become aware of any occurrence which might give rise to a claim under any liability policy, or upon the receipt of any letter, summons or notification of claim, immediately notify our office and send correspondence to us. Always retain any evidence, whether by way of damaged property, contract conditions, correspondence, witness statements that will help the Insurers establish where responsibility should rest. No admission of liability should be made to any party in any form, nor any offer of compensation or explanation for the incident. If pressured, you should say that the matter has been referred for advice and you will be in touch.

Marine

Imports and Local Transits – On delivery examine the goods or packaging and record details of any visible damage on the delivery note. Obtain a copy of the EWP (examined without prejudice) note. It indicates a claim on the shippers/carriers may follow and should give an accurate description of any damage. If loss or damage is found to the package contents, contact the shipping company or their carrier and request attendance at a joint survey to examine the goods and then confirm the verbal acknowledgement in writing. If the goods are subject to duty, contact the Customs Department to request they attend the survey to examine the goods. Report the loss to our office and we will arrange for a Loss Adjuster to be appointed if necessary. Keep all damaged packaging for inspection.

Even if a Customs Agent lodges a claim on your behalf, it is still your responsibility to ensure that the claim is in fact lodged. There is usually a “time bar” applicable to all marine transits specified on the Bill of Lading or carriers conditions of carriage. Make sure any claim is lodged within the time frame.

Under the Carriage of Goods Act 1979, carriers are liable for the first $2,000 per unit of goods for transits within NZ (unless special arrangements are made).

Exports – If a major claim/loss is suspected, report the loss immediately to our office and we will arrange for a Loss Adjuster to be appointed if necessary. Complete a claim form and provide supporting documents which usually include the following:

- Shipping Invoice – providing a description and statement of the value of goods
- Consignment or Bill of Lading (original copies) – providing evidence of shipment and condition, weight and quantity of goods
- Pro Forma Claim and/or Valued Claim – holding the party or parties considered negligent liable for the loss or damage
- Reply to Pro Forma Claim and/or Valued Claim and copies of all other correspondence to and from carriers
- “Examined Without Prejudice” (EWP) Note on Carriers’ Receipt – shows the shipping company, without admitting liability, acknowledge that loss or damage to goods or packaging occurred before the goods left the wharf
- Carriers Receipt – shows what loss or damage has been caused by the carrier

The Carrier should have recorded any damage or loss discovered at the time of accepting the goods and the Insured should have recorded any damage or loss discovered at the time of taking delivery.

Corporate Travel

Should you require assistance overseas or have a medical emergency, please contact your Insurer’s travel assistance provider phone line. They will advise you on how to proceed and can arrange for hospital expenses to be charged directly to the Insurer.

Other claims for lost or damaged baggage can be made on return to New Zealand – contact our office for a travel claim form. Please keep all receipts or replacement purchase invoices.

Reporting Procedures

Your Insurance Report has been prepared from information obtained from you and relates to your activities at that specific date. Changes can and do occur which could impact on the adequacy of your insurance and if not acted on promptly, prejudice your rights in the event of a claim being made against any of your policies. In order to maintain protection, it is essential that any changes in risk or business be notified promptly to us. The following list is a guide example only and by no means complete, so when in doubt contact us for guidance:

- Increase in values in items being insured or declared limits
- Alterations or additions to existing buildings, plant or equipment or dwellings, garages
- Change in occupation, processes, products or extension of operations or ownership of property
- Change in occupancy to any building, dwelling eg owner occupied to tenanted or vacant
- Purchase and/or sale of any vehicle, dwelling, pleasure craft, etc
- Use of private, charter or operation of aircraft or watercraft
- Alteration of any financial arrangements, such as debenture, mortgage or loans
- Acquisition of new companies and/or joint ventures or undertaking of new business activity
- Appointment of new or replacement Directors/Partners
- Alterations in type, quantity or storage method of dangerous goods
- Installation, alteration or disconnection of fire or burglary protection system
- Alterations to contractual liability such as terms and conditions, granting indemnity or “hold harmless” agreements
- New overseas markets/ventures – particularly USA or Canada
- Being unable to pay your debts as they fall due and you enter into an arrangement with your creditors

DISCLOSURE STATEMENT

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.