

# HARCOURTS RESIDENTIAL AGENCY AGREEMENT



**Harcourts**

## Location

<b>Address</b>				
Unit	Street number	Street	Suburb	Post code
Agent name		Listing number	Lifecycle	

## Client details

<b>Address</b>	
Title	Surname(s)
First name(s)	
Address	
Post code	
Home	Mobile
Business	
Email	
Company/trust	Position
GST registered	No Yes If yes, GST number

## Client details

<b>Address</b>	
Title	Surname(s)
First name(s)	
Address	
Post code	
Home	Mobile
Business	
Email	
Company/trust	Position
GST registered	No Yes If yes, GST number

## Solicitor details

Firm	Individual acting
Phone	Email
Address	

## Particulars

<b>Type</b>	Boat shed	Bed	Bath	Ensuites	Toilets	Living rooms
Apartment	Home & income	Study rooms	Dining	Garages	Carports	Open parking spaces
Carpark	Lifestyle property	Home & land package		New construction		
House	Approx. floor area		sqm	Verified	Non Verified	Approx. year built
Multiple properties	Land area		sqm	Hectare	Zoning	
Retirement living	Section res	Studio				
Townhouse	Unit					

## Legal details

<b>Title type</b>	Lot	DP	Title	Property is a unit title
Freehold	Registered owners			
Crosslease (freehold)	(Full name of client/trustees, used for legal documentation)			
Crosslease (leasehold)	Additional details		Land value \$	
Stratum in freehold				
Stratum in leasehold	Improvement value \$		Rateable value \$	Rating valuation date
Leasehold				
Other				

## Contract details

Authority start date	
Authority end date	
Agreed marketing spend \$	(inc. GST)

## Rates

Water \$	pa
Council \$	pa
Other \$	pa pq

## Method of sale

<b>Agency type</b>	<b>Method of sale</b>	<b>Auction</b>	<b>Tender</b>
Sole	Price No price		
General	Private Treaty/Exclusive		
Joint agency	Auction Tender	Venue	<b>Deadline sale date</b>
Other	Deadline sale Unless sold prior	Auctioneer	
	Price \$ (specific amount)		Mortgagee sale As is, where is

Property Address:

## Chattels

Blinds  
Burglar alarm  
Drapes  
Curtains  
Dishwasher  
Fixed floor coverings  
Garden shed  
Garage door opener  
Heated towel rail  
Light fittings  
Heat pump  
Fireplace  
Rangehood  
Stove  
TV aerial  
Waste disposal unit  
Cooktop  
Central vac system  
Wall oven  
Smoke detectors  
Security system  
Bathroom extractor fan  
Other

## Other rooms

Family room  
Rumpus room  
Study  
Sun room  
Attic  
Sleepout  
Workshop  
Conservatory  
Laundry  
Home theatre  
Granny flat  
Other

## Bedrooms

Double  
Single

## Hot water

Electric  
Gas  
Solar  
Wetback

Other comments

## Heating

Open fire  
Air-conditioning  
Central heating/ducted  
Heat pump  
Ventilation system  
Underfloor  
Ceiling fans  
Solar  
Electric  
Closed fire  
Stove  
Gas mains  
Gas bottled

Other comments

## Insulation

Ceiling  
Walls  
Floor  
Other

## Kitchen

Designer  
Modern  
Standard  
Open plan

## Dining

Combined kitchen  
Separate dining  
Open plan dining

## Bathrooms/toilet

Separate bathrooms  
Separate WCs  
Separate shower  
Combined bth/WCs  
Ensuite

## Lounge

Lounge/dining combined  
Separate

## Stove

Electric  
Gas (retic)  
Gas (bottled)

## Interior condition

Excellent  
Very good  
Good  
Fair

## Exterior

Weatherboard timber  
Weatherboard composite  
Monolithic system  
Plaster system  
Masonry block/brick  
Brick veneer  
Iron profile  
Other

Other comments

## Exterior condition

Excellent  
Very good  
Good  
Fair

## Swimming pool

Above ground  
In ground  
Spa pool  
Fenced  
Heated  
Indoor

## General

Decking/patio  
Polished floor  
Tennis court  
Gymnasium  
BBQ/entertaining  
Verandah/louvre

## Roof

Iron  
Concrete tile  
Stone chip  
Metal tile  
Long run  
Coloured steel  
Shingle  
Slate tile  
Butynol membrane  
Other

## Flooring

Carpet  
Polished  
Tiles  
Timber  
Vinyl  
Other

## Garage

Single  
Double  
Tandem  
More than two  
Off street parking  
Internal access  
Auto doors  
Carport  
No garaging/carport  
Boat parking

## Fencing

Fully fenced  
Partially fenced  
Not fenced

## Aspect

Northerly  
Easterly  
Southerly  
Westerly

## Views

City  
Sea  
Bush  
Rural  
Urban  
Park  
Local  
Private  
Lake/river  
None  
Other

## Sewage system

Mains  
Septic  
Bio Cycle  
Other

## Water

Town  
Tank  
Bore  
Other

## Frontage

Street  
ROW

## Levels

Above ground  
Below ground  
Level with road

## Amenities

Gas in street  
Close to transport  
Close to shops  
Close to schools

## Other

Other comments:

Other features/additionals

Excluded chattels

## Internal remarks

## Tenancy details

### Status

Vacant      Tenanted

Start 

End 

### Tenant details

Name

Email

Phone

### Tenancy details

Property Address:

## 1. APPOINTMENT

### 1.1. (Client) appoints

a licensed agent under the Real Estate Agents Act 2008 (REAA 2008), and all other franchisees of Harcourts Group Limited (**Agent**), as the Client's agent to act in the sale or other disposal of the described property (**Property**), on the terms and conditions set out in this agency agreement (**Agreement**).

## 2. AGENCY (Choose either sole agency or general agency. Delete clause 2.1 or 2.2 as applicable.)

### 2.1. Sole Agency

The Client appoints the Agent as sole agent. The agency commences on \_\_\_\_\_ (**Commencement Date**) and continues until midnight on \_\_\_\_\_ or if no end date is provided, ninety (90) days from the Commencement Date.

This sole agency may be terminated by the Client, by written notice to the Agent by 5pm on the first working day after the day on which a copy of this Agreement is given to the Client.

**Note:** Any party to a sole agency agreement that relates to residential property and is for a term longer than ninety (90) days may, at any time after the expiry of the period of ninety (90) days after the Agreement is signed by the client, cancel the Agreement by written notice to the other party or parties.

### 2.2. General Agency

The Client appoints the Agent as general agent. The agency commences on \_\_\_\_\_ and continues until midnight on \_\_\_\_\_ unless otherwise cancelled prior by either party giving seven (7) days' written notice to the other party; or, if no end date is provided, until cancelled by either party giving seven (7) days' written notice to the other party.

## 3. PRIOR AGENCY (Delete clause 3.1 or 3.2 as applicable. If neither option is deleted then clause 3.1 applies.)

### 3.1. The Client has not appointed any other real estate agent to sell the Property prior to signing this Agreement; or

### 3.2. The Client has appointed the following real estate agent(s) prior to signing this Agreement and has provided a copy of the agreements:

Agency Name: \_\_\_\_\_ Agency Period: \_\_\_\_\_

Agency Name: \_\_\_\_\_ Agency Period: \_\_\_\_\_

### 3.3. The Client acknowledges that if the Client has entered into a sole agency with any other real estate agent, the Client may be liable to pay full commission to more than one agent if a sale is effected during the term of the prior sole agency, regardless of whether or not the sale is by or through the instrumentality of the sole agent. The Client should not sign this Agreement if there is a current sole agency held by another real estate agent.

**Note:** If a sale is effected under a general agency agreement, by or through the instrumentality of any other real estate agent authorised by the Client, then the Client may be liable to pay full commission to more than one agent. If the Client is entering into a sole agency under this Agreement, and there is a prior general agency still in effect, the Client should ensure that the prior general agency agreement is cancelled and provide written confirmation to the Agent that this has been done, or should give written authority to the Agent to do so on the Client's behalf.

## 4. ADDITIONAL AUTHORITIES - SALE METHOD

(Select if applicable/not applicable for clause 4.1 and/or 4.2.)

### 4.1. Auction Authority      Applicable      Not applicable

The Client instructs the Agent to offer the Property for sale by public auction on the Auction Date specified below or as otherwise agreed. If the Property for sale by auction is subject to a reserve price, this must be notified to the Agent in writing prior to the auction. The auction of the Property shall be conducted on the terms and conditions contained in the Agent's standard Particulars and Conditions of Sale of Real Estate by Auction as updated or amended. If the Property is sold at auction the Client authorises the Agent to sign on the Client's behalf the agreement which forms part of the Agent's standard Particulars and Conditions of Sale of Real Estate by Auction.

Auction Date: \_\_\_\_\_ Auction Time: \_\_\_\_\_ am/pm      On-Site

Venue: \_\_\_\_\_

### 4.2. Tender Authority      Applicable      Not applicable

The Client instructs the Agent to offer the Property for sale by public tender with the public tender closing on the Tender Date specified below or as otherwise agreed. The terms and conditions of offer for sale by tender shall be contained in the Agent's standard Particulars and Conditions of Sale by Tender as updated or amended.

Tender closes on: \_\_\_\_\_ Tender Time: \_\_\_\_\_ am/pm

Venue: \_\_\_\_\_

### 4.3. Other (e.g. Deadline Sale Authority) – please specify

Property Address:

## 5. MARKETING

- 5.1. The Agent has explained to the Client, and the Client acknowledges, that they are not obliged to agree to any advertising and marketing expenses, however the Client agrees to and authorises the following:
- (a) after listing, the Agent to undertake the marketing of the Property in accordance with the attached Marketing Schedule; and
  - (b) the Agent to spend up to the sum of \$ \_\_\_\_\_ including GST on advertising, marketing and promoting the Property on the Client's behalf; and
  - (c) to reimburse the Agent upon demand for the amount spent under clause 5.1(b) and any subsequent agreed amount.

## 6. PAYMENT OF COMMISSION

- 6.1. The Client must pay the Agent the commission, on the terms set out in this Agreement, if:
- (a) in the case of a sole agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency and the agreement is or becomes unconditional (whether during or after the term of the agency); or
  - (b) in the case of a general agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency, through the instrumentality of the Agent or to a purchaser introduced by the Agent and the agreement is or becomes unconditional (whether during or after the term of the agency); or
  - (c) in the case of either a sole or general agency, the Client enters into a Private Agreement to sell or exchange the Property (or part of it) within a period of six months following the date of expiry, cancellation or termination of the agency, through the instrumentality of the Agent or to a purchaser introduced by the Agent, and the agreement is or becomes unconditional (whether during or after the six month period). In this sub-clause "Private Agreement" means any agreement to sell or exchange the Property (or part of it) in the absence of any agency agreement between the Client and a real estate agent holding a licence under the REAA 2008.
- 6.2. Unless otherwise stated the commission will become payable immediately upon the agreement for the sale or other disposal of the Property becoming unconditional. The Client shall instruct their solicitor to advise the Agent as soon as practicable on the agreement becoming unconditional.

## 7. CALCULATION OF COMMISSION

- 7.1. The commission is calculated on the purchase price shown on the sale and purchase agreement as follows (all amounts plus goods and services tax (GST)):
- (a) Firstly, a fee of \$ \_\_\_\_\_ ,
  - secondly on the first \$ \_\_\_\_\_ of the purchase price \_\_\_\_\_ %,
  - thirdly on the balance of the purchase price \_\_\_\_\_ % with a minimum commission of \$ \_\_\_\_\_ ,
  - fourthly in the case of leasehold property, a further one third of the total commission.
- The Client shall pay the applicable GST.
- 7.2. For example, based upon (tick one ):
- the appraised value, or
  - the Client's asking price (where an appraisal was not possible to be given),
  - a sale price of \$ \_\_\_\_\_ would mean an estimated commission of \$ \_\_\_\_\_ inclusive of GST.

## 8. DEPOSIT

- 8.1. The Client acknowledges and agrees:
- (a) the Agent is entitled to receive a deposit on the Client's behalf, to be held by the agent as a stakeholder;
  - (b) the Client will specify in any agreement for sale and purchase that may be entered into in accordance with the authority under this agreement that the deposit is to be paid to the trust account of the Agent.
  - (c) the Agent is entitled to deduct its commission and expenses from the deposit, subject to the requirements of section 123 of the Real Estate Agents Act 2008. This provision requires the Agent to hold the deposit for not less than 10 working days, and to continue to hold the deposit if the Agent receives a written notice of requisition or objection in respect of the title to any land affected by the transaction, in the absence of a Court order or written authority signed by all the parties to the transaction ordering or authorising the release of the deposit). Where the Property being sold is a unit title the Client agrees that this deduction will be delayed until completion of the obligations under sections 146 and 147 of the Unit Titles Act 2010; and
  - (d) if the deposit is not received by the Agent, the Client will pay the Agent the commission and expenses immediately on receipt of an invoice in accordance with clauses 5 to 7 (as applicable).

## 9. REFERRALS

- 9.1. The Client agrees that the Agent may receive a commission (as defined in section 4 of the REAA 2008) from the provider of any related service (for example, but not limited to Mortgage Express/Insurance Express or a Harcourts Business Partner) in the event of a referral.

Property Address:

**10. AGENT’S STATEMENT RELATING TO REBATES, DISCOUNTS, & COMMISSIONS** (Delete clause 10.1(a) or 10.1(b) as applicable.)

10.1. I, the Agent, confirm that, in relation to any expenses for, or in connection with, any real estate agency work carried out by me for the Client(s) in connection with the transaction covered by this Agreement:

- (a) I will not receive, and am not entitled to receive, any rebates, discounts, or commissions; or
- (b) I will receive, or am entitled to receive, the rebates, discounts, and commissions specified below.

10.2 If you selected clause (b) above, provide the specified details for each rebate, discount, or commission \$ (including GST) in the table below.

**Estimates must be clearly marked as such. Estimates may change.**

Expenses to be incurred	Provider of rebate, discount or commission \$ (including GST)	Amount of rebate, discount, or commission \$ (including GST)	Tick here if estimate

Date: \_\_\_\_\_ Agent to sign here: \_\_\_\_\_

Note: Expenses means any sum or reimbursement for expenses or charges incurred in connection with services provided by an agent in the capacity of agent.

**11. CLIENT WARRANTIES** (Delete any warranties that are not applicable.)

The Client warrants that as at the date of this Agreement:

they have made proper enquiries about the Property and the information provided in this Agreement and the Client/Property Information pages are complete, true and correct;

they are registered under the Goods & Services Tax Act 1985 in respect of the Property (tick one ). YES NO GST Number: \_\_\_\_\_

to the best of their knowledge the Property is not “contaminated” as that term is used in the Resource Management Act 1991;

the Property is not, and has not been, used for the manufacture of methamphetamine, to the Client’s knowledge, or been subject to methamphetamine contamination known to the Client, other than as may be identified in this Agreement;

the Property is not subject to any defects or hazards (including the use of asbestos and Dux Quest plumbing), requisitions, outstanding requirements or notices from any party (e.g. from any Council, territorial authority, government authority or any other party) other than those identified in this Agreement, if any;

they have not given any consent or waiver to a neighbour in respect of any development or work proposed by that neighbour on a neighbouring property, nor is the Client aware of any application by a neighbour for a consent to develop a neighbouring property which would reasonably be expected to adversely affect the Property;

where the Property is sold subject to a residential tenancy, they have complied with the requirements of the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016 and the Residential Tenancies (Healthy Homes Standards) Regulations 2019, and the Property meets the requirements of that legislation;

the Property is not, and has not been, subject to any weathertightness issues known to the Client other than as may be identified in this Agreement;

they have not received funding assistance in the form of a loan from any territorial authority or other service provider in relation to the installation of a heating device and/or insulation on the Property and further warrants that if they become aware of any matter to the contrary the Client will immediately inform the Agent. The Client acknowledges that they have a legal obligation to repay the balance of any loan to that territorial authority or other service provider on or prior to settlement and will instruct their solicitor accordingly;

the person(s) signing this Agreement has the full authority of the registered owner(s) of the Property to enter into and to sign this Agreement;

in the event new information arises that may affect these warranties, the Client shall immediately advise the Agent in writing.



Property Address:

## 12. HEALTH AND SAFETY

- 12.1. The Client acknowledges and understands that the Agent has obligations under the Health and Safety at Work Act 2015 (**HSWA 2015**) to ensure the health and safety of workers (including employees, contractors, and employees of contractors) and the general public so far as is reasonably practicable while undertaking work in relation to the sale and purchase or other disposal of the Property in accordance with this Agreement.
- 12.2. In circumstances where the Client is a 'person conducting a business or undertaking' (as that term is defined in the HSWA 2015) the client must:
- (a) comply with their obligations under the HSWA 2015 (and supporting regulations) at all times during the continuation of this Agreement; and
  - (b) consult, cooperate, and coordinate activities with the Agent and any other relevant party in respect of any work undertaken in relation to the sale or other disposal of the Property so as to ensure that all parties understand the nature of the work, the risks arising from the work, and the controls to be implemented to mitigate those risks so far as is reasonably practicable, and to enable the Client and the Agent to verify that the risks are being controlled and the work is being performed safely and in accordance with this Agreement.

## 13. LIST OF PROPERTY HAZARDS OR RISKS OR HAZARDOUS SUBSTANCES

- 13.1. The Client will assist the Agent in the preparation of a list of hazards or risks or hazardous substances that may be at the Property or affect the Property.
- 13.2. The client will comply with any reasonable instructions given by the Agent about actions required to be taken to address any identified hazards or risks at the Property in order to ensure the health and safety of people visiting the Property at the request or invitation of the Agent.
- 13.3. The Client acknowledges that the Agent will not be able to conduct any open homes or allow potential purchasers to view the Property until the list of hazards or risks or hazardous substances affecting the Property has been prepared by the Agent and agreed by the Client.

## 14. USE OF MATERIALS

- 14.1. Any photographs taken of the Property in accordance with the Marketing Schedule and used in any display materials are for the purpose of advertising, marketing and promoting the Property. The Client authorises the Agent to use all such photographs and/or display materials for this purpose. The Client agrees that the photographs and display materials may be subsequently used by the Agent for purposes relating to the promotion of the Agent or the Agency and the Client hereby provides a waiver to the Agent and the Agency in relation to the collection and use of them under the Privacy Act 2020.
- 14.2. The waiver given in clause 14.1 may be revoked by the Client giving the Agent written notice in accordance with clause 21. Such revocation shall be effective immediately upon receipt of such notice by the Agent.

## 15. DISCLOSURE OF INFORMATION

- 15.1. The Client acknowledges that the Agent is required under the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 (**Rules**) to disclose known defects affecting the Property to purchasers or potential purchasers and not to withhold information that should by law or in fairness be provided to purchasers or potential purchasers. The Client also acknowledges that where it would appear likely that the Property may be subject to hidden or underlying defects, then the Agent is required to either:
- (a) obtain confirmation from the Client, supported by evidence or expert advice, that the Property is not subject to defect; or
  - (b) ensure that purchasers or potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose.
- 15.2. If the Agent is unable to obtain confirmation under clause 15.1.(a), the Agent will inform purchasers and potential purchasers of any significant potential risk identified by the Agent consistent with rule 10.7(b) of the Rules. The Client authorises the Agent to make this disclosure.
- 15.3. If at any time during the term of the agency established by this Agreement the Client directs the Agent not to disclose to purchasers or potential purchasers any known defects or any significant potential risks for hidden or underlying defects identified by the Agent contrary to the terms of this Agreement or to the Rules, the Agent may then cancel this Agreement by written notice to the Client in accordance with clause 21. Cancellation shall be effective immediately upon receipt of such notice.

## 16. ADDITIONAL DISCLOSURES RELATING TO THE PROPERTY AND/OR THE LAND

Property Address:

## 17. AUTHORITY TO USE PROPERTY INFORMATION

- 17.1. The Agent is committed to compliance with all applicable laws, including privacy and copyright laws. The Client confirms that it has obtained all necessary authorisations (including under privacy law) to allow the collection, storage, use and disclosure of information (including information about an identifiable individual (**Personal Information**)) pertaining to the Property for the purposes of:
- (a) the Agent's marketing and promotional activities;
  - (b) listing the Property on real estate and property listing websites (including the Agent's website and third party websites);
  - (c) collating and sharing property information for research, reports, statistical analysis, and other purposes, including in particular sharing listing and sales data with the Real Estate Institute of New Zealand Inc (**REINZ**) for inclusion in the aggregated databases, reports and materials made available by REINZ to people in the real estate industry and others;
  - (d) generating and publishing sales and other reports (whether generated by the Agent, REINZ or by any third party accessing such information); and
  - (e) any related purposes.

## 18. CUSTOMER DUE DILIGENCE AND AML/CFT

- 18.1. The parties acknowledge and agree that:
- (a) The Agent must collect information about the Client to undertake customer due diligence and take any other steps that may be necessary to comply with the Anti-Money Laundering and Countering Finance of Terrorism Act 2008 (**AML/CFT Act**);
  - (b) The Agent may use customer due diligence services (including electronic based services from a third party) to verify the Client's identity and conduct customer due diligence under the AML/CFT Act;
  - (c) The Agent cannot conduct real estate agency work for the Client under the REAA 2008 until the Agent:
    - i. has completed the appropriate level of customer due diligence on the Client under the AML/CFT Act and has satisfied themselves that they can act; and
    - ii. has completed the steps required under the REAA 2008 and the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, including giving a copy of this Agreement, signed by both parties, to the Client; and
  - (d) The Agent will notify the Client when the above requirements have been satisfied.

## 19. INDEMNITY

- 19.1. The Client (and if more than one, jointly and severally) indemnifies the Agent, the licensees, Harcourts Group Limited, and any of their respective employees, agents, contractors and advisors against all costs, expenses, losses, damages, claims or other liability arising from a breach of this Agreement by the Client, including without limitation, the Client providing inaccurate information about the Property, or the Client omitting any material information in this Agreement or regarding the Property.

## 20. CONFIDENTIALITY

- 20.1. Except as provided in this Agreement or as agreed between the parties in writing, neither party may disclose any information contained in this Agreement to a third party other than:
- (a) as required by law;
  - (b) in good faith and in proper furtherance of the objects of this Agreement;
  - (c) to those of their employees, officers, professional or financial advisers and bankers as reasonably necessary but only on a strictly confidential basis;
  - (d) to enforce a party's rights or to defend any claim or action under this Agreement; or
  - (e) where the information is already in the public domain.

## 21. NOTICES

- 21.1. Any notices given under or relating to this Agreement may be served or given by hand, mail, or email. If there is more than one set of contact details for the Client, then a copy of this Agreement and any notices may be sent to any one of them and notice to any person that is listed as a Client will be notice to all of them. Notices to the Client may also be sent to the Client's lawyer unless otherwise instructed.
- 21.2. This Agreement and notices under it will be deemed to have been received:
- (a) when delivered in person, at the time of delivery;
  - (b) if sent by mail, five (5) working days after being mailed; or
  - (c) if sent by email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.

## 22. GENERAL

- 22.1. The termination of this Agreement for any reason is without prejudice to any rights, powers, authorities, or remedies of the parties including the Agent's right to commission and reimbursement of the agreed marketing costs and/or expenses.
- 22.2. Any reference to 'working day' will have the meaning ascribed to it under the REINZ/ADLS Agreement for Sale and Purchase of Real Estate, as updated or amended.



Property Address:

### 23. CLIENT ACKNOWLEDGMENTS - PLEASE READ CAREFULLY

(This is a binding contract. Professional advice should be sought regarding the effect and consequences of clauses in this Agreement)

The Client acknowledges and agrees that, prior to signing this Agreement, the Client has been:	
(a)	recommended to seek legal and professional advice and a reasonable opportunity to do so was provided by the Agent;
(b)	recommended that the Client can, and may need to, seek technical or other advice and information and a reasonable opportunity to do so was provided by the Agent;
(c)	given a copy of the Real Estate Authority's (REA) Approved Guide as to Residential Property Agency Agreements and Sale and Purchase Agreements. Further information on agency agreements and contractual documents is available from the REA at <a href="http://www.rea.govt.nz">www.rea.govt.nz</a> ;
(d)	advised about Harcourts' complaints and disputes resolution processes which can be found at <a href="http://www.harcourts.net/nz">www.harcourts.net/nz</a> under the Consumer Advice tab;
(e)	advised that the Client and customers may access the REA's complaints process without first using Harcourts' complaints process and that any use of Harcourts' complaints process does not preclude a complaint to the Authority;
(f)	advised and has had an explanation of the circumstances in which the Client could be liable to pay full commission to more than one agent in the event a transaction is concluded;
(g)	advised when this Agreement comes to an end;
(h)	made aware of the various possible methods of sale and how the chosen method could impact on the individual benefits that the licensees may receive;
(i)	made aware of the Agent's disclosure obligations as set out in this Agreement;
(j)	given an appraisal for the Property in writing and where no directly comparable or semi-comparable sales data exists, this has been explained in writing;
(k)	recommended to seek professional advice (tax and/or legal advice) on the tax implications regarding GST treatment;
(l)	recommended to seek professional advice (tax and/or legal advice) on the income tax implications of the purchase price allocation rules (where applicable);

### EXECUTION

I / we have read, understood, and agree to the above terms.

I / we agree that the Agent may disclose the listing and sale details of this Property for the legitimate conduct of the Agent's real estate agency business.

I / we agree that Harcourts may contact me/us to survey for client satisfaction.

I / we agree that this Agreement may be signed in two or more counter parts (electronically or otherwise), each of which shall be deemed original and all of which together will comprise one document .

Signature of Client(s):

Position: Owner/Director/Trustee/Attorney/Authorised Signatory

Signature of Client(s):

Position: Owner/Director/Trustee/Attorney/Authorised Signatory

Signature of Client(s):

Position: Owner/Director/Trustee/Attorney/Authorised Signatory

Signature of Client(s):

Position: Owner/Director/Trustee/Attorney/Authorised Signatory

Signed on behalf of the Agent:

Date:

at

am/pm

**Harcourts**

[harcourts.net/nz](https://harcourts.net/nz)