

CONFIDENTIALITY AGREEMENT



To: **JB Marketing Limited**

Re: **Atrium Apartments, Mount Maunganui**

I (please print name):

In consideration of your making available to me confidential financial and other information in respect of the above Property/Business (the "Information") I undertake to retain the Information in confidence and not to disclose the Information to any person other than a person who, by the nature of their profession or calling, is bound to me to retain information given by me to them in confidence, such as my legal and accounting advisers or to any bank in conjunction with an application for finance.

Should I wish to pursue this Property/Business proposition further, I acknowledge New Zealand Tourism Brokers Limited trading as Resort Brokers New Zealand ("Resort Brokers") as the Vendor's agent and I will transact all negotiations to purchase with the Vendor through Resort Brokers. I agree not to make an approach to the Vendor of the Property/Business or its employees, customers or suppliers without prior arrangement with Resort Brokers and to refer all queries through the same.

I understand that the Information supplied under this agreement and any other information that you may supply me has been provided by and/or based on information given to Resort Brokers by the Vendors of the Property/Business. Such information has been accepted from the Vendor by Resort Brokers in good faith and no audit undertaken. The onus is therefore on me to verify the accuracy or otherwise of such information. I acknowledge that Resort Brokers gives no warranty or representation as to the correctness or accuracy of any Information and that I am relying entirely upon my own judgement and assessment in my use and in my reliance upon any Information supplied.

If I elect not to proceed with an offer to purchase the above Property/Business, or if I make an offer but do not proceed with the purchase, I will destroy all documents and printed Information supplied to me and will retain all other Information in confidence.

I hereby indemnify you against all costs losses or expenses that you may incur should my undertaking to retain the Information in confidence be broken.

Electronic Messages and Publications

As a result of the Unsolicited Electronic Messages Act 2007, the person signing this agreement hereby gives authorisation to the Agent to send email communications and printed publications of an industry nature from time to time.

By signing this agreement you are acknowledging receipt of the Complaints And Dispute Resolution Procedures in page 2 of this document.

Dated:

Signed:

Your contact details:

Name:

Tel:

Mobile:

Email:

Postal Address:

Please sign and fax back to 09 369 1100

Level 8, The General Building
33 Shortland Street
PO Box 1191, Shortland Street
Auckland 1140

Phone: 64 9 369 9708
Fax: 64 9 369 1100
Email: info@resortbrokers.co.nz
Website: www.resortbrokers.co.nz

COMPLAINTS AND DISPUTE RESOLUTION PROCEDURES

In accordance with Rule 10 Real Estate Agents Act (Professional Conduct and Client Care Rules) 2009

In-house Complaints and Dispute Resolution Procedures

Our complaints and dispute resolution procedures are designed to provide a simple and personalised process for resolving any complaint you might have about the service you have received from our agency.

- **STEP 1:** Call us and speak to the manager (Gordon McGregor – email gordon@resortbrokers.co.nz mobile 021 998810 DDI 09 3699700). Tell the manager who you are complaining about and what your concerns. Let the manager know what you would like done about your complaint.
- **STEP 2:** The manager may ask you to put your complaint in writing so that he can investigate it. The manager will need a brief period of time to talk to the team members involved. We promise to come back to you within 10 working days with a response to your complaint. That response may be in writing. As part of that response we might ask you to meet with members of our team to discuss the complaint and try and agree a resolution.
- **STEP 3:** If we are unable to come to an agreed resolution after a meeting, or if you don't wish to meet with us, then we will provide you with a written proposal to resolve your complaint.
- **STEP 4:** If you do not accept our proposal please try and advise us in writing within 5 working days. You can, of course, suggest another way of resolving your complaint.
- **STEP 5:** If we accept your preferred resolution we will attempt to implement that resolution as soon as possible. If we decline your preferred resolution we may invite you to mediate the dispute.
- **STEP 6:** If we agree to mediate the complaint but don't settle the complaint at mediation, or we do not agree to mediate the dispute then that will be the end of our process.

REMEMBER:

You can still make a complaint to the Real Estate Agents Authority in the first instance, and even if you use these procedures you can still make a complaint to the Real Estate Agents Authority at any time.

The Real Estate Agents Authority
C/- PO Box 25-371
Wellington 6146, New Zealand
Phone 0800 for REAA or 0800 367 7322