

5. PRIVACY STATEMENT

I acknowledge that the Privacy Act 1993 gives me the right to access and correct personal information held by Kiwi Wealth Limited (including associated entities and agents) and the Supervisor. I agree that the information in this withdrawal form, and any information provided by me at any later date, may be used to administer KWKS.

6. STATUTORY DECLARATION

I _____,
(full name of person making declaration) (occupation)

of _____
(residential address of person making declaration)

solemnly and sincerely declare and agree that:

- I have read the privacy information in section 5 of this first or second-chance home withdrawal form;
- I have never made a withdrawal from a KiwiSaver scheme (whether KWKS or any scheme to which I previously belonged) for a first or second-chance home withdrawal before;
- I have been a member of a KiwiSaver scheme or complying superannuation fund for three years or more;
- I have permanently resided in New Zealand for the full duration of my KiwiSaver membership, other than the periods previously detailed in section 3;
- The property I am purchasing is intended to be my principal place of residence, and the property is in New Zealand;
- Except where this application relates to a second-chance home withdrawal, I have either not held an estate in land before, or any previous estate was or is held on the basis described in Rule 8(5) of the KiwiSaver Scheme Rules;
- I understand that should the information given in this application be incomplete or incorrect you will not be able to complete your assessment of my application without receiving the complete and correct information;
- I understand that my application for a first or second-chance home withdrawal is subject to your approval, and you receiving:
 - i) a pre-printed bank deposit slip for my solicitor's trust account; and
 - ii) a certificate from my solicitor enclosing a copy of the sale and purchase agreement which clearly shows me as the purchaser and contains an undertaking (in a form acceptable to you) that either:
 - (a) the vendor and purchaser are unconditionally obliged to settle the sale and purchase; or
 - (b) if the vendor and purchaser are not unconditionally obliged to settle the sale and purchase, that the payment of any amount of withdrawal will be held by a stakeholder who is obliged to hold the amount until the agreement is unconditional; and
 - iii) an undertaking (in a form acceptable to you) from my solicitor that:
 - (a) if the vendor and purchaser are unconditionally obliged to settle the sale and purchase, that any funds received pursuant to this application will be paid to the vendor as part of the purchase price (or, if the sale does not settle, by the due date or any extended date, returned to the Kiwi Wealth KiwiSaver Scheme with no deductions or disbursements); or
 - (b) if the vendor and purchaser are not unconditionally obliged to settle the sale and purchase, that the stakeholder is obliged to repay to my solicitor any funds received pursuant to this application if the sale does not settle (except where the non-completion is due to my default) and my solicitor will repay those funds to the Kiwi Wealth KiwiSaver Scheme with no deductions or disbursements
 - iv) if applicable, my confirmation from Housing New Zealand that I qualify for a second chance home withdrawal;
 - v) if applicable, proof I have the right to occupy the Māori land; and
 - vi) certified and dated copies of identification and proof of residential address as noted on the following page.
- I understand that my withdrawal value will be based upon the market value of my investments at the date my request is processed;
- I agree that any solicitor who has or will provide information about my first or second-chance home withdrawal may be approached by you and I hereby authorise such solicitor to give such further information in relation to this purchase as requested by you. A photocopy of this authorisation shall be read as the original; and
- The information provided by me is true and correct.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Signature of member

Declared at _____ On _____
Place Date

Before me _____

Name

Position (Justice of the Peace, solicitor of the High Court of New Zealand, Notary Public, or other person authorised to take statutory declarations)

Signature of witness

Proof of identity

To verify your identity, we require a certified photocopy of:

- Your current passport; or
- Your current firearms licence; or
- Your birth certificate AND one of the following:
 - both sides of your 18+ card; or
 - both sides of your current New Zealand driver licence; or
- Both sides of your current New Zealand driver licence AND one of the following:
 - both sides of your bank credit, debit, or eftpos card; or
 - a bank statement (dated within the last twelve months); or
 - a statement from a New Zealand Government agency (dated within the last twelve months).

Proof of residential address

To verify your residential address, we require a certified photocopy of a recent (i.e. dated within the last 12 months) bank statement or utility bill showing your name and residential address.

Each photocopy must be certified as a true and correct copy of the original and a likeness of you by a Justice of the Peace, solicitor of a High Court, or Notary Public. For more information on who can certify your identification go to www.kiwiwealth.co.nz/id. If you are sending in more than one form of identification, all photocopies must be certified.

Certification must include the name, referee type and signature of the referee, and the date of certification. Certification must have been carried out in the three months preceding presentation of the certified documents.

CHECKLIST

Before returning this application, please ensure that:

- You have answered all questions in the first or second chance home withdrawal form in the required manner;
- You have completed the statutory declaration with your **full name, occupation and residential address** in the required manner;
- You have provided a correctly **certified and dated** photocopy of identification and proof of residential address as listed above;
- If you are applying for a second chance home withdrawal you have attached confirmation from Housing New Zealand that you qualify;
- If you are applying for a first home withdrawal to purchase an interest in a dwelling house on Māori land you have attached certified evidence you have the right to occupy this Māori land;
- You are fully aware of the requirements you must meet in order to qualify for this withdrawal and that final approval of your withdrawal is subject to our approval process;
- You have attached a pre-printed deposit slip for your solicitor's trust account, a copy of the sale and purchase agreement and your solicitor's certificate and undertaking.

Mail to:
FreePost 210729
Kiwi Wealth Limited
PO Box 50617
Porirua 5240

**SOLICITOR OR CONVEYANCER'S LETTER
FUNDS TO BE APPLIED AT SETTLEMENT**

To: Kiwi Wealth Limited as issuer and manager of the **Kiwi Wealth KiwiSaver Scheme** (the **Scheme**)

Re: _____ (the **Member**)

I refer to the Member's application for a home purchase withdrawal from the Scheme (the **Application**),
which relates to the purchase of _____
_____ (the **Property**).

The settlement date for the purchase of the Property is _____ (date)

Documents

I **enclose** copies of the following:

1. the agreement for sale and purchase of the Property with _____
(the **Vendor**) dated _____ (the **Agreement**);
2. our Trust account pre-printed bank deposit slip;
3. if applicable confirmation from Housing New Zealand that the member qualifies for a second chance withdrawal;
and
4. if applicable proof the member has the right to occupy the Māori land.

I confirm that I act for the Member, who is to purchase the Property under the Agreement.

Undertakings

I undertake to you that:

1. as at the date of this letter any conditions to the Agreement are fulfilled or waived and the Vendor and the Purchaser(s) are unconditionally obliged to settle; and
2. any funds received by me pursuant to the Application (the **Funds**) will be paid to the Vendor as part of the purchase price; or
3. if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date, the Funds will be repaid to you as soon as practicable on account of the Member with no deductions or disbursements.

I confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Name of Firm/Company _____

Email _____

Name of Principal/Partner certifying

Name _____

Signature _____ Date _____

This certificate must be signed by the practice principal or partner.

SOLICITOR OR CONVEYANCER'S LETTER
FUNDS TO BE APPLIED FOR DEPOSIT (WITH ANY BALANCE PAID AT SETTLEMENT)

To: Kiwi Wealth Limited as issuer and manager of the **Kiwi Wealth KiwiSaver Scheme** (the **Scheme**)

Re: _____ (the **Member**)

I refer to the Member's application for a home purchase withdrawal from the Scheme (the **Application**),
which relates to the purchase of _____
_____ (the **Property**)

The deposit for the purchase of the Property is required to be paid by _____ (date)

The current anticipated settlement date for the purchase of the Property is _____ (date)

The stakeholder in respect of the purchase is _____ (the **Stakeholder**)

Documents

I **enclose** copies of the following:

1. the agreement for sale and purchase of the Property with _____
(the **Vendor**) dated _____ (the **Agreement**);
2. our Trust account pre-printed bank deposit slip;
3. if applicable confirmation from Housing New Zealand that the member qualifies for a second chance withdrawal;
and
4. if applicable proof the member has the right to occupy the Māori land.

I confirm that I act for the Member, who is to purchase the Property under the Agreement.

Undertakings

I undertake to you that:

1. as at the date of this letter the Agreement remains subject to a condition or conditions which have yet to be either fulfilled or waived and the Vendor and the Purchaser(s) are not yet contractually obliged to settle;
2. any funds received by me pursuant to the Application (the **Funds**) are to be applied towards paying a deposit under the agreement (the **Deposit Funds**) and they will be held by the stakeholder who is obliged to
 - a. hold the Deposit Funds while the Agreement is conditional ; and
 - b. repay the Deposit Funds to me if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date (except where non-compliance of the settlement is due to the purchaser's default);
3. I will repay to you as soon as practicable on account of the Member (with no further deductions or disbursements) any Deposit Funds that the stakeholder repays to me if settlement is not completed; and

4. Any funds received by me pursuant to the Application which exceed the amount to be applied towards the paying deposit under the Agreement:
- a. Will be paid to the Vendor as part of the purchase price on settlement on the Agreement; or
 - b. If the settlement under the Agreement is not completed by the due date in the Agreement or any extended date, will be repaid to you as soon as practicable on account of the Member with no deductions or disbursements.

I confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Name of Firm/Company _____

Email _____

Name of Principal/Partner certifying

Name _____

Signature _____ Date _____

This certificate must be signed by the practice principal or partner.