

## 7. First home withdrawal

To the trustee of UniSaver New Zealand

Please use **BLOCK LETTERS** and read this form carefully before you start completing it.

Mr/Mrs/Miss/Ms/Dr/Assoc Prof/Prof.....  
 Circle one Surname Given names

Residential address .....Postcode.....

Work phone.....Home phone.....Mobile.....

Email\* .....Date of birth.....

Membership number.....IRD number (Locked members only).....

\* By providing your email address you are consenting to receiving information about UniSaver (including the annual report) electronically. Should you no longer wish to receive such information electronically, or should your email address change, you undertake to advise UniSaver's administration manager. Call 0800 864 724 or email [unisaver@mercerc.com](mailto:unisaver@mercerc.com).

### Type of withdrawal (tick one)

- First home withdrawal**  
(this applies if you have never owned a property, either on your own or jointly with another person).
- Previous home owner's withdrawal**  
(this applies if you have previously owned a property, either on your own or jointly with another person. You must attach a letter from Housing New Zealand that you qualify (see the attached fact sheet for details).

### Amount of withdrawal (tick one)

You may apply to withdraw some or all of your account balances (including your Locked Account balances)

I request:

- a partial withdrawal of \$ ..... from my accounts; **or**
- a withdrawal of my full available balance from my accounts<sup>1</sup>.

### Application of withdrawal (tick one)

- the amount withdrawn will first be used to pay a deposit on the property and any balance used towards the balance of the purchase price at settlement; **or**
- the funds withdrawn will be used solely towards paying the purchase price of the property at settlement.

The amount withdrawn will be deducted from your own and any employer contributions (and your investment earnings); and your member tax credits amount (if applicable).

If you withdraw the full available balance from your accounts, you may continue contributing subject to the requirements of UniSaver's trust deed.

Your withdrawal request will be processed by UniSaver's administration manager, Mercer (N.Z.) Limited, and is subject to the trustee's approval. If you have any questions regarding payments in progress, call the member helpline on 0800 864 724.

<sup>1</sup>If you are a deferred member and your withdrawal reduces your account balance to less than \$5,000, the remaining balance will be paid to you and your membership of UniSaver will cease.

Locked members must maintain a balance of \$1,000 in their Locked Accounts.



- I understand that the amount of any approved withdrawal will be based on the interim interest rate (or rates) applicable at the date my request is processed and may fluctuate;
- I understand that the trustee will not be able to complete its assessment of my application for a first or previous home owner withdrawal without receiving the complete and correct information;
- I agree that the trustee or administration manager may obtain from my solicitor or licensed conveyancer any additional information that it needs to process this application, and I hereby authorise my solicitor or licensed conveyancer to give such further information. A photocopy of this authorisation shall be read as the original;

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

Declared at ..... this day of ..... 20.....

Before me .....

Signature of .....

(Justice of the Peace, or solicitor, or notary public, or other person authorised to take a statutory declaration.)

Name .....

Address .....

Occupation .....

**Please return this completed form and required supporting documentation to Mercer (N.Z.) Limited, PO Box 1849, Wellington 6140. Please call 800 864 724 or email [unisaver@mercer.com](mailto:unisaver@mercer.com).**

**BEFORE YOU RETURN THIS FORM please ensure your application includes:**

- Fully completed form (including the statutory declaration)
- Solicitor's letter applicable to your withdrawal
- Pre-printed deposit slip for your solicitor's or licensed conveyancer's trust account
- Sale and purchase agreement for the property you are purchasing
- Letter from Housing New Zealand (if you are a previous home owner)

**EXAMPLE ONLY**

**SOLICITOR'S OR CONVEYANCING PRACTITIONER'S LETTER**

**ALL FUNDS TO BE PAID AT SETTLEMENT**

**To: the trustee** of UniSaver

**Re:** **[member's name] (the member)**

**Reference:** \_\_\_\_\_

I/We refer to the member's application for a home purchase withdrawal from UniSaver (the **application**), which relates to the purchase of [*insert details of property*] (the **property**).

The settlement date for the purchase of the property is [*insert date*].

**Documents**

I/We **enclose** copies of the following:

1. the agreement for sale and purchase of the property with [*insert name*] (the **vendor**) dated [*insert date*] (the **agreement**); and
2. our pre-printed bank deposit slip.

I/We confirm that I/we act for the member, who is to purchase the property under the agreement.

**Undertakings**

I/We 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/us 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.

**Date:** .....

**Name of firm/company:** .....

**Name of principal/partner certifying:** .....

**Signature:** .....

**This letter must be signed by the practice principal or a partner.**

**EXAMPLE ONLY**  
**SOLICITOR'S OR CONVEYANCING PRACTITIONER'S LETTER**

**FUNDS TO BE APPLIED FOR DEPOSIT (WITH ANY RESIDUE PAID AT SETTLEMENT)**

To: the trustee of UniSaver

Re: **[member's name]** (the member)

Reference: \_\_\_\_\_

I/we refer to the member's application for a home purchase withdrawal from UniSaver (the **application**), which relates to the intended purchase of *[insert details of property]* (the **property**).

The currently anticipated settlement date for the purchase of the property is *[insert date]*.

**Documents**

I/we **enclose** copies of the following:

1. the agreement for sale and purchase of the property with *[insert name]* (the **vendor**) dated *[insert date]* (the **agreement**); and
2. our pre-printed bank deposit slip.

I/we confirm that I/we act for the member, who is interested in purchasing the property under the agreement.

**Undertakings**

I/we 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 (i.e. the vendor and the purchaser(s) are not yet contractually obliged to settle);
2. such funds as are received by me/us pursuant to the application and are to be applied towards paying a deposit under the agreement (the **deposit funds**) will be held by a stakeholder who is obliged to:
  - I. hold the deposit funds while the agreement is conditional; and
  - II. repay the deposit funds to me/us if settlement under the agreement is not completed by the due date in the agreement or any agreed extended date (except where non-completion of the settlement is due to the member's default);
3. I/we 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/us if settlement is not completed; and
4. any funds received by me/us pursuant to the application which exceed the amount to be applied towards paying a deposit under the agreement:
  - I. will be paid to the vendor as part of the purchase price on settlement of the agreement; or
  - II. if settlement under the agreement is not completed by the due date in the agreement or any agreed extended date, will be repaid to you as soon as practicable on account of the member with no deductions or disbursements.

The undertakings in paragraphs 2 and 3 above are restricted to confirming that the stakeholder owes **obligations**:

- to hold the funds while the agreement is conditional, and
- to repay the funds to me/us if settlement of the agreement is not completed as described.

I/we give no undertaking that the stakeholder will actually comply with these obligations, and accordingly I/we accept no liability in the event that the stakeholder breaches either obligation.

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

Date: .....

Name of firm/company: .....

Name of principal/partner certifying: .....

Signature: .....

**This letter must be signed by the practice principal or a partner.**