

Privacy statement

The personal information that you provide in connection with this form and in relation to your UniSaver membership will be held securely by Mercer (N.Z.) Limited (UniSaver's administration manager) and may be disclosed to other third parties (including your solicitor or licensed conveyancer) as required to the extent necessary for the purposes of processing your withdrawal request.

Checklist – *make sure you include the following:*

- Form completed in full (including the statutory declaration).
- Solicitor's or licensed conveyancer's letter.
- 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).

If you have any queries about completing this form, please call 800 864 724 or email unisaver@mercerc.com.

Post this form and supporting documentation to:

UniSaver New Zealand
c/- Mercer (N.Z.) Limited
PO Box 1849
Wellington 6140

Alternatively, courier to:

UniSaver New Zealand
c/- Mercer (N.Z.) Limited
20 Customhouse Quay
Wellington

Statutory declaration

I **ENTER YOUR FULL NAME**

of **ENTER THE ADDRESS WHERE YOU LIVE**

ENTER YOUR OCCUPATION

solemnly and sincerely declare:

- I have read the privacy information above.
 - I have never before made a withdrawal from UniSaver or a KiwiSaver scheme for a first-home or previous home owner's purchase.
 - For 3 or more years, I have been – *tick all that apply*
 - contributing to UniSaver
 - contributing to the locked section of UniSaver
 - a member of a KiwiSaver scheme.
 - The property I wish to purchase is intended to be my principal place of residence.
 - Either – *tick one*
 - I have not owned or co-owned a home or land before
 - I have only owned or co-owned a home or land as a trustee (on the basis described in rule 8(5) of the KiwiSaver scheme rules)
 - I attach a letter from Housing New Zealand stating that I qualify for a previous home owner's withdrawal.
 - During my membership of the locked section of UniSaver and/or a KiwiSaver scheme – *tick one*
 - there were no periods when my principal place of residence was not New Zealand
 - New Zealand has been my principal place of residence except during the periods set out below:

Start date:	End date:
.....
Start date:	End date:
.....
- This relates to the withdrawal of government contributions.
- I understand that final approval of my application for a first or previous home owner's withdrawal is subject to the approval of the trustee and the trustee receiving:
 - a deposit slip for my solicitor's or licensed conveyancer's trust account
 - a letter from my solicitor or licensed conveyancer with a copy of the sale and purchase agreement attached that clearly shows me as the purchaser and contains undertakings (in a form acceptable to the trustee) relating to the status of that agreement and the application of the funds withdrawn.
 - I understand that the amount of any approved withdrawal will be based on the interim interest rate(s) 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-home or previous home owner's 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.
 - The information I have provided in this form is true and correct.

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

Note: Do not complete the following section until you are with the person witnessing your declaration.

Your signature

.....

Declared at PLACE, FOR EXAMPLE, TOWN OR CITY

Date DD/MM/YYYY

Before me NAME OF OFFICIAL WITNESS

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

Signature OF OFFICIAL WITNESS

.....

EXAMPLE ONLY

SOLICITOR'S OR LICENSED CONVEYANCER'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:

- The agreement for sale and purchase of the property with [insert name] (the vendor) dated [insert date] (the agreement).
- 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 the following:

- 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.
- 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 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 LICENSED CONVEYANCER'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:

- The agreement for sale and purchase of the property with [insert name] (the vendor) dated [insert date] (the agreement).
- 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 the following

1. As at the date of this letter, the agreement remains subject to a condition or conditions that 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:
 - hold the deposit funds while the agreement is conditional
 - 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.
4. Any funds received by me/us pursuant to the application that exceed the amount to be applied towards paying a deposit under the agreement will be paid to the vendor as part of the purchase price on settlement of the agreement, or 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.

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
- 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.