

## Terms of Use & Disclaimer

### Important information

#### Terms

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The services that we provide are restricted by the [Financial Advisers Act](#) which provides that certain types of advice may only be provided by suitably qualified people. We cannot provide 'financial advice' and generally can only advise on 'direct ownership' in property.

The material in this website has been provided for general information and not as recommended investment advice. Any information including all estimates, calculations, opinions or 'recommendations' contained herein has been provided in good faith and is based primarily on information received from sources that we have accepted in good faith.

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You agree to use our websites for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of our websites.

## Terms and Conditions

### Disclaimer:

In consideration of Business Associates™ (Property Match Limited trading as Business Associates™) making available to me details of any business or property (the "Confidential Information") it is acknowledged that the information has been supplied by the client/vendor and/or their representatives or professional advisors of the business or property and has been electronically scanned without change to the original format, thus being the same format that is being supplied to you and you undertake to retain this 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.

Business Associates™ do not guarantee or vouch as to the accuracy of the content referred to in the documents and recommend that potential purchasers should do their own research and/or seek independent advice to satisfy themselves as to the accuracy of such information.

### Acknowledgement of Disclaimer:

1. I acknowledge that I have read the disclaimer above
2. I will not rely on the information in the documents provided
3. I will make my own independent investigations as to the accuracy or completeness of the information in the documents and I will make my own appraisal of the Property/Business

### Contact with the Vendor:

Should I wish to pursue the business proposition further, I acknowledge *Property Match Limited REA 2008*, trading as *Business Associates™*, as having introduced me to the property/business, as the vendor's agent, and I will transact all negotiations with the vendor through Business Associates.

I agree not to make an approach to the vendor of the business, or its employees, customers or suppliers, without prior arrangement with Business Associates™, and to refer all queries through Business Associates.

### Confidentiality:

If I elect not to proceed with an offer to purchase a Property, or if I make an offer but do not proceed with the purchase, I will return or destroy all documents and printed information supplied to me, and will retain all other information in confidence. I hereby indemnify Business Associates™ against all costs losses or expenses that I may incur, should my undertaking to retain the Confidential Information in confidence be broken. I hereby accept that I have read this disclaimer, contact with vendor statement, and confidentiality agreement, and agree to the terms and conditions.

### Caution and Acknowledgement:

I acknowledge that when I tick the box to access Property/Business files, Business Associates™ has advised me of the following, and I agree:

1. Recommend that I seek legal advice; and

2. Ensure that I am aware that I can and may need to seek technical or other advice and information; and
3. That I have been given reasonable opportunity to obtain the advice referred to in paragraphs (1) and (2)

### **Complaints Procedure:**

In accordance with *Rule 12 Real Estate Agents Act (Professional Conduct and Client Care Rules) 2012* & to comply with the new REA Act 2012, all licensed real estate agents are required to have a written in-house complaints and dispute resolution procedure. That procedure is set out below.

You do not have to use our complaints and resolution procedures. You may make a complaint directly to the Real Estate Agents Authority at any time. You can make a complaint to the Real Estate Agents Authority even if you choose to also use our procedures.

### **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 – Peter Gale, Email: [peter@businessassociates.co.nz](mailto:peter@businessassociates.co.nz) Cell: 021 608 107. Tell the manager who you are complaining about and what your concerns are. 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 or she 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 our 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.

### **REMINDER:**

You can still make a complaint to the Real Estate Agents Authority in the first instance, and even if you use these procedures above, 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 367 732