

Date: 2023

Owner Name:

Owner address:

Dear [Owner]

HAWAIKI STREET PROJECT – PRIVACY CONSENT LETTER

1. Thank you for your indication of interest in the Hawaiki Street project.
2. We refer to the following documents which you will need to enter into if you are successful in the ballot and proceed with acquiring a property:
 - (a) agreement to build between Whai Rawa Kainga Development Limited as builder and you as lessee; and
 - (b) agreement to lease between Ngāti Whātua Ōrākei Housing Trustee Limited (as trustee of the Ngāti Whātua Ōrākei Housing Trust) as lessor and you lessee ("**Agreement to Lease**"),

(together, the "**Purchase Agreements**").

Where you are purchasing a property using the Whai Rawa shared ownership scheme, the Sister Trust will also be party to the Purchase Agreements as joint lessee. Your eligibility to access to the Whai Rawa shared ownership scheme is subject to the terms and conditions of the scheme as set by Whai Rawa. The forms of the Purchase Agreements are available on the Whai Rawa website portal for the Hawaiki Street project.

3. The purpose of this letter is to:
 - (a) obtain your consent to the sharing of personal information about you as part of the application process for the Hawaiki Street project and, if you are successful, during the term of any lease that is granted to you; and
 - (b) draw certain other matters relating to the scheme documents for the Hawaiki Street project to your attention.

Definitions

4. Unless defined herein, capitalised terms used in this letter shall have the meaning given to them in either or both of the Purchase Agreements.

"**AML**" means anti-money laundering.

"**AML Act**" means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and all laws implementing, replacing, amending or supplementing that Act, and any other applicable in New Zealand.

"**Home Loan**" means any loan agreement between you and the Mortgagee used to purchase your share of the Premises.

"**Independent Financial Advisor**" means an independent financial advisor retained by Ngāti Whātua Ōrākei Whai Rawa Limited in connection with the Hawaiki Street project.

"**Law**" means the laws of New Zealand.

"**Lease**" means the leasehold interest in land at the Hawaiki Street project which you have indicated an interest in acquiring in your application to the Mortgagee and, following your entry into the Agreement to Lease, has the meaning defined in the Agreement to Lease.

"**Mortgage Arrangement**" means any mortgage over the Lease.

"**Mortgagee**" means the bank or other financial institution that we understand you have applied to for a home loan to fund your purchase of the Premises and, following your entry into the home loan documentation with that bank or other financial institution, your lender under your Home Loan which has its mortgage registered against the record of title to the Premises and any permitted assignee or transferee.

"**Ngāti Whātua Ōrākei Group**" means the Ngāti Whātua Ōrākei Trust and any subsidiary, trust or other entity controlled by it from time to time.

"**Ngāti Whātua Ōrākei Trust**" means the trust established pursuant to the deed of trust dated 5th day of November 2011.

"**Other Loans**" means any money you borrow from the Mortgagee, or any other lender or creditor, excluding the money you borrow under your Home Loan. This may include credit card debt, an overdraft facility, and/or revolving credit facilities.

"**Personal Information**" means information about an identifiable individual which may include, name and date of birth, materials to verify identity, financial circumstances, information about your Home Loan and/or the Mortgage Arrangement and any other relevant information which relates to your ability to meet your obligations to Ngāti Whātua Ōrākei Group and the Mortgagee in connection with the Hawaiki Street project.

"**Premises**" shall mean the part of the property at the Hawaiki Street project which you have indicated an interest in acquiring in your application to the Mortgagee and, following your entry into the Agreement to Lease, has the meaning defined in the Agreement to Lease.

"**Privacy Act**" means the Privacy Act 2020.

"**Privacy Legislation**" means any legislation which relates to or affects privacy or any Personal Information (including the collection, storage, handling, use or processing of Personal Information), including:

- (a) the Privacy Act; and
- (b) any codes of conduct, administrative decisions, directives or order made or issued under such legislation;

"**Sister Trust**" means Ngāti Whātua Ōrākei Housing Trust No. 2 established for the purposes of Whai Rawa's shared ownership scheme.

"**Whai Rawa**" means Whai Rawa Railway Lands LP, the Sister Trust or any other related entity of either of those.

All references in this letter to:

- (a) "**we**" or "**us**" shall be references to Ngāti Whātua Ōrākei Whai Rawa Limited; and
- (b) References to "**Ngāti Whātua Ōrākei Group**" will be read as references to any and all members of the Ngāti Whātua Ōrākei Group.

Consent to information sharing

Ngāti Whātua Ōrākei Group

- 5. By signing this letter, you agree and consent to the disclosure of your Personal Information to any member of the Ngāti Whātua Ōrākei Group and to any Independent Financial Advisor.
- 6. The Ngāti Whātua Ōrākei Group collects, uses and discloses your Personal Information to administer the arrangements entered into in connection with the Hawaiki Street project (including any arrangements entered into between the Ngāti Whātua Ōrākei Group and the Mortgagee) and this letter. To the extent you are a candidate for shared ownership with Whai Rawa, Personal Information may also be used by the Ngāti Whātua Ōrākei Group and any Independent Financial Advisor in connection with assessing eligibility and management of the Whai Rawa shared ownership scheme. The Ngāti Whātua Ōrākei Group may also require, collect, use and disclose your Personal Information for other purposes permitted or required by Law (including Privacy Legislation and the AML Act).
- 7. You agree that the Ngāti Whātua Ōrākei Group may also share your Personal Information with any Independent Financial Advisor and other persons if permitted or required by Law (including for AML purposes).

Mortgagee

- 8. You also hereby authorise the Mortgagee to share the Personal Information that it holds about you with any member of the Ngāti Whātua Ōrākei Group and any Independent Financial Advisor. For the avoidance of doubt, the Personal Information that the Mortgagee may share in accordance with this authorisation includes, but is not limited to:
 - (a) the amount that the Mortgagee has approved or pre-approved to lend you under a Home Loan secured by the Premises, together with any other debts that you owe to the Mortgagee;
 - (b) should you enter into a Home Loan and the Mortgage Arrangement the details of that Home Loan and Mortgage Arrangement (including the amount of any loan or other debts secured by the Mortgage Arrangement that you owe to the Mortgagee from time to time);
 - (c) details of any Other Loans;
 - (d) the existence of any breach or default, or potential breach or default, under the Home Loan and/or the Mortgage Arrangement; and
 - (e) your repayment history.

9. Any Personal Information about you that the Mortgagee shares with a member of the Ngāti Whātua Ōrākei Group (or any Independent Financial Advisor) will only be used by them for the purposes set out in paragraph 6 above.
10. If you withdraw your authorisation to your Personal Information being disclosed or used as described in paragraphs 7 and 9 above, the Mortgagee might be unable to provide or continue to provide the Home Loan or may demand repayment of the Home Loan (or any part of it) or take any other action necessary to meet its legal or regulatory obligations.
11. If you provide the Mortgagee, Ngāti Whātua Ōrākei Group or any Independent Financial Advisor with someone else's Personal Information, you confirm that you have that person's consent to provide such Personal Information, including their consent for their Personal Information to be collected, shared and disclosed on the same basis that we've set out in this letter in relation to your Personal Information.

Other Matters

Consequences of default under a Home Loan

12. In the event of a default under your Home Loan, the Mortgagee shall have certain statutory and contractual rights, including a power of sale, which will require you to vacate the Premises.

Restriction on Other Loans

13. You hereby confirm that for so long as you have a Home Loan and Mortgage Arrangement in relation to the Premises, that the maximum total principal amount you can borrow at any time under any Other Loans is \$10,000.00 in aggregate at any time.

Our consent is required for certain changes to the Home Loan

14. You acknowledge that under the arrangements the Ngāti Whātua Ōrākei Group has with the Mortgagee, some terms of the Home Loan (should you enter into one with the Mortgagee) won't be able to change without the Mortgagee first getting Ngāti Whātua Ōrākei Group consent, in particular changing the final repayment date or the limit of the Home Loan, or making certain changes to the principal repayments.

Ngāti Whātua Ōrākei Group may purchase the Home Loan from the Mortgagee

15. Ngāti Whātua Ōrākei Group's arrangements with the Mortgagee include a right for the Mortgagee to require Ngāti Whātua Ōrākei Group to buy the Home Loan and take the benefit of the Mortgage Arrangement in certain circumstances, such as if the Lease is terminated. In this case, Ngāti Whātua Ōrākei Group (or someone Ngāti Whātua Ōrākei Group nominates) would take over as lender under the Home Loan. By signing this letter you consent to Ngāti Whātua Ōrākei Group (or Ngāti Whātua Ōrākei Group's nominee) purchasing the Home Loan and related rights of the Mortgagee.

Miscellaneous

16. Please confirm your agreement to the terms of this letter by signing in the place indicated below and returning a copy of this letter to us. A copy of the signed letter will be given to the Mortgagee to enable them to provide the Personal Information to Ngāti Whātua Ōrākei Group.

17. You also expressly confirm that:
 - (a) the Mortgagee may rely on the authorisations given in this letter to disclose Personal Information about you that it holds to the Ngāti Whātua Ōrākei Group and/or any Independent Financial Advisor; and
 - (b) the benefit of the authorisations and the confirmations given in this letter extend to, and are enforceable by Ngāti Whātua Ōrākei Group, any Independent Financial Advisor, the Mortgagee and any of its or their respective related entities.
18. This letter may be executed in two or more counterparts, all of which will be deemed to constitute the same instrument.
19. If a term of this letter is illegal or unenforceable, this letter will be read as if the term had never been included.
20. This letter takes effect as a deed.
21. This letter is governed by New Zealand law.

SIGNED and **DELIVERED** as a deed

**Signed by NGĀTI WHĀTUA ŌRĀKEI
WHAI RAWA LIMITED:**

Signature

Name

Signature of witness

Name of witness

Occupation

City/town of residence

Signed by you:

Signature

Name

Signature of witness

Name of witness

Occupation

City/town of residence