

TO: Quinovic Property Management (Quinovic)

PO Box 6618  
Wellington 6141

## Owner Details

- 1. OWNER(S)** Mr Sam Pell Owner  
Address For Service 1 Owner Street  
Owner Town  
Owner City
- 2. PREMISES**
- Property Code HO110051  
Address 27 Demonstration Drive  
New Suburb  
Hometown  
Description Residential  
Furnishing Unfurnished  
Tenancy Type Fixed Term Only  
Rent Required Between \$750.00 and \$800.00 per week.  
Bond Required 4 weeks

## Terms and Conditions

### 3. MANAGEMENT

The Owner appoints Quinovic Property Management Ltd ("Quinovic") to act as Agent upon the terms herein provided for the renting, tenancing and managing of the premises, and agrees to pay the charges as prescribed by the Quinovic scale of fees until the agency is terminated in writing by either party to have effect after the expiry of the minimum term. The Owner confirms that the premises has received all required consents to permit its use as separate residential rental accommodation.

### 4. MINIMUM TERM

The authority shall commence upon signing and shall have a minimum term of twenty-four (24) months from the time the first tenancy is signed or until the end of the first tenancy (whichever is the later). Upon renewal or extension of a tenancy, or re-letting, the minimum management term shall extend to the new tenancy termination date.

### 5. PAYMENTS TO BE MADE

Quinovic is hereby authorised to pay the following disbursements from the rents collected:

- Lawns, Water
- Repairs and Maintenance to a maximum of one week's rent (plus GST) or \$650.00 (plus GST), whichever is the greater and other disbursements as specifically authorised by the Owner.
- Insurance premiums (Specify) : \_\_\_\_\_
- Other Payments (Specify) : \_\_\_\_\_
- Water Meter Id: \_\_\_\_\_ Location: \_\_\_\_\_

### 6. FEES

Quinovic is hereby authorised to deduct from rents collected the following Fees and Commissions (plus GST);

- Commission charges for the management of this property set at 8.5% of all rents and other monies collected.
- Property Inspections set at \$45.00 per Inspection.
- New Tenancy Fee set at \$550.00 per Tenancy.
- Commission charge on accounts paid set at 10.0% of the total account including GST (N/A to rates & insurance)
- \$10.00 handling fee for payment of rates and \$10.00 for payment of insurance.
- Attendance at Tenancy Tribunal Hearings or at Mediation on behalf of the Landlord or as a witness set at \$90.00 per hour.

All charges are subject to variations at one month's notice.

### 7. SALE OF PROPERTY

In the event that the property is placed on the market for sale then a one-off charge of \$500.00 (plus GST) shall apply to cover the cost of tenancy negotiations and other related administration.



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## 8. REPORTING

Quinovic is required to render to the Owner a monthly statement of monies collected, charges deducted, and accounts paid, and remit to the Owner all receipts less disbursements.

Payments to [Mr Sam Pell Owner](#)  
Direct Credit to [02-0114-4454545-54](#)  
Bank [Bank of New Zealand](#)  
Branch [Cnr Queen & Wellesley Street](#)

If at any time the disbursements are in excess of the rents collected the Owner hereby agrees to pay such excess promptly upon demand of Quinovic.

## 9. QUINOVIC'S AUTHORITY

Quinovic is authorised to:

- Select Tenants.
- Sign Tenancy Agreements for the premises or any part thereof.
- Collect rents due.
- Issue receipts for monies collected.
- Exercise the Landlord's right to terminate Tenancies.
- Serve notices upon Tenants.
- Issue notice to terminate the Tenancy.
- Take such action against the tenants and do all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tribunal and any appeal arising therefrom.

## 10. RELETTING

At the end of each tenancy or in the event of a vacancy the agent is to:

- [Contact Owner to relet](#)

## 11. BOND

Quinovic is to:

- Collect the bond from each tenant and deposit the same with the Ministry of Business, Innovation & Employment – Tenancy Services.
- Initiate the refund of the bond monies to the tenant by the Ministry of Business, Innovation & Employment – Tenancy Services upon satisfactory completion of the tenancy; and
- Where necessary to lodge claims against bond money under the rules of the Residential Tenancies Act 1986.

## 12. DISBURSEMENTS

Quinovic is authorised to advertise the availability for rental of the premises and prepare and distribute promotional material, credit check prospective tenants and to photographically record the condition of the premises at the commencement of each tenancy. The Owner agrees to pay for these disbursements (plus GST). If the Owner withdraws the property from the rental market for any reason, then the Owner shall be liable to pay Quinovic a Fee for marketing costs by reason of the Owner's withdrawal of the property from the market. The cost shall be the equivalent of one week's rent at the appraised price + GST.

## 13. REPAIRS

Quinovic is authorised to make or cause to be made any repairs or alterations and to do the decorating of the said premises, to purchase supplies and pay all accounts thereto. Quinovic agrees to secure prior approval of the Owner on all expenditure exceeding \$650.00 (plus GST) for any one event, except monthly operating charges and/or emergency repairs in excess of the maximum if, in the opinion of Quinovic, such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their Tenancy Agreement.

## 14. INSPECTIONS

Quinovic is authorised to carry out inspections of the premises one month after the commencement of each tenancy and then at quarterly intervals at the rate set out under Fees in clause 6 of this authority. If Quinovic considers that a follow-up inspection is required a month later, that follow-up inspection is authorised under the same terms.

## 15. INSURANCE

The Owner undertakes responsibility to ensure the premises and chattels are adequately insured and will inform Quinovic of any updates or changes to the insurance for the premises and/or chattels. The Owner hereby authorises Quinovic to represent their interests and to liaise on their behalf with the insurance company.

Insurance Company: [State Insurance Policy Number: GK-7987](#)  
Insurance Company: [AMI Insurance Policy Number: 68798789970-AI](#)

## 16. QUINOVIC INDEMNITY

- The Owner will hold and keep indemnified Quinovic against all suits proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against Quinovic in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of Quinovic herein.
- The Owner acknowledges that this authority is subject to the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies.
- The indemnity given by the Owner pursuant to clause 16 (a) hereof shall be extended to include any illegal activities undertaken by the tenants at the property TO THE INTENT that Quinovic shall be kept indemnified against liability for all such illegal acts, property damage caused by, or attributed to the illegal acts, together with any consequential losses which are alleged to flow from the said illegal activities.



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## 17. EARLY TERMINATION FEE

If the Owner cancels this Agreement for any reason within the Minimum Term other than as a result of Quinovic's breach, such cancellation shall not be effective unless the cancellation notice is accompanied by a cancellation fee equal to the Management Fee that would be payable for the remainder of the Minimum Term if the Property were fully rented at the current rental rate.

## 18. TERMINATION BY QUINOVIC

- 18.1 If a dispute between the Owner and Quinovic shall arise affecting or concerning either the safety of the tenant or the tenancy premises, and such dispute cannot be resolved to Quinovic's satisfaction, then Quinovic at Quinovic's sole discretion may terminate this management agreement forthwith by giving written notice to the Owner.
- 18.2 Quinovic may terminate this agreement by giving one month's notice in writing to the property Owner.

## 19. EMERGENCY CONTACT

Friend or Power of attorney to contact in an emergency:

Tom Pell Tel(W): Tel(H): +64 4 951 6210 Tel(M): +64 21 110 8888

## 20. SPECIAL INSTRUCTIONS & INFORMATION

No pets.  
The Body Corp Rules MUST be given to new tenants.

## 21. HEALTH AND SAFETY

- 21.1 Quinovic and the Owner will comply with the requirements (if any) of the Health and Safety at Work Act 2015 and in particular Quinovic will train Employees (if any) to do their job safely and will;
  - 21.1.1 have a Health and Safety Policy;
  - 21.1.2 ensure that all Contractors and the employees of any Contractor are suitably qualified to perform services in relation to the Property;
- 21.2 Quinovic will take reasonable steps to ensure that all Contractors:
  - 21.2.1 comply with Quinovic's Health and Safety Policies;
  - 21.2.2 have and implement an appropriate safety programme which complies with all relevant legislation ;
  - 21.2.3 make provision for the identification of existing and potential hazards in the workplace, and for the development of appropriate control measures;
  - 21.2.4 undertake appropriate supervision of those persons carrying out the Contractor's services;
  - 21.2.5 implement procedures for making sure all health and safety requirements are complied with;
  - 21.2.6 identify safety equipment to be used and the procedures to be adopted in the case of emergency;
  - 21.2.7 take steps to identify control and eliminate any hazards in the workplace environment;
  - 21.2.8 ensure that any safety information provided by the Quinovic is passed on to the Contractor's employees, agents and subcontractors; and
  - 21.2.9 take appropriate measures to protect the Contractor's employees, agents and subcontractors and tenants and the Property.
- 21.3 The Owner will immediately advise Quinovic of any hazards or risks and situations which may cause harm in respect of the Property of which the Owner is aware.
- 21.4 Quinovic and the Owner will comply with the requirements of the Health & Safety at Work (Asbestos) Regulations 2016. Under the regulations, Owners and Property Managers are required to identify and report on hazardous substances. Where asbestos is present, or assumed to be present, an Asbestos Management Plan is required where major repairs and renovations are being undertaken.

## 22. METH TESTING

Quinovic has introduced a standard policy for Meth testing as set out below:

Baseline Test	completed at the commencement of the property management
Inter Tenancy Test	completed at the end of each tenancy and prior to the commencement of the next tenancy
Suspicion Test	completed at any time where there are reasonable grounds to suspect that the property might be contaminated

Where a test result is positive for meth, Quinovic will work with the Owner to agree an appropriate course of action. This may include further testing or require the Tenant to vacate the property. Where a Tenant is required to vacate the property, rent will not be charged.

The Owner acknowledges their responsibility to inform their insurance company in accordance with the terms of their policy.

In all cases the cost of testing will be met by the Owner.

Owners are asked to specifically note:

- If an Owner wants to opt out of meth testing they must do so formally in writing.
- The Owner expressly acknowledges that Quinovic may require a meth test to be completed where there is suspicion (on reasonable grounds) that the property may be contaminated even when the Owner has opted out of the test regime. In these circumstances Quinovic will consult with the Owner throughout the process.



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## 23. HEALTHY HOMES STANDARD

The Owner will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act. If Quinovic cannot obtain from the Owner the information required for Healthy Homes compliance in a timely manner, Quinovic is authorised to engage an external provider to assess the property for compliance with Healthy Homes legislation, the cost of which will be borne by the Owner. Quinovic is also authorised to take required actions to ensure the property is compliant with Healthy Homes legislation and the Owner agrees to meet the cost of compliance.

## 24. LEGISLATIVE REQUIREMENTS

- 24.1 **Smoke Alarms** - The Owner authorises Quinovic to install and replace smoke alarms to ensure compliance with minimum legislative requirements.
- 24.2 **Healthy Homes** - The Owner will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act 1986. If Quinovic cannot obtain from the Owner the information required for Healthy Homes compliance in a timely manner, Quinovic is authorised to engage an external provider to assess the property for compliance with Healthy Homes legislation, the cost of which will be borne by the Owner. Quinovic is also authorised to take required actions to ensure the property is compliant with Healthy Homes legislation and the Owner agrees to meet the cost of compliance.
- 24.3 **Legally permitted for use as residential accommodation** - The Owner confirms that the premises have received all required consents to permit its use as separate residential rental accommodation.

## 25. COLLECTION COSTS

If at any time during the tenancy or management, there is debt owed by the Owner to Quinovic, then the Owner agrees that the Owner shall be liable for and pay for all costs of recovery of the debt, which costs shall be collected by a debt collection agency. Costs payable by the Owner shall include legal fees, debt collection, commissions, fees and disbursements, and /or court filing fees and disbursements.

## AUTHORITY SIGNED

by the above-named Owner/s or Person duly authorised to act on behalf of the Owner/s

Signature \_\_\_\_\_

Date:        /        /



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