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1. Introduction

- a. These instructions (referred to as our General Solicitor Instructions) are to be read together with the Letter of Instruction that we sent to you.
- b. These are designed to help us meet our legal responsibilities to the Borrower(s) and any Guarantor(s) to ensure we are a responsible lender. We are relying on the fact that you will be familiar with all applicable laws including importantly the Credit Contracts and Consumer Finance Act 2003, the Credit Contracts and Consumer Finance Regulations 2004 and the Responsible Lending Code and that you will carefully perform these instructions to the standard of a prudent and competent member of your profession. Please contact us if you have any questions.
- c. We have made our own enquiries and do not rely on you to find out whether any home loan contract or guarantee is suitable or affordable. However, please contact us or encourage the Borrower(s) or Guarantor(s) to contact us if you have any reason to be concerned that a loan, or guarantee may not be suitable or affordable. It's important to us that customers have the right product and can meet their obligations under them.

2. Interpretation

- a. Any capitalised words that are used in the General Solicitor Instructions have the same meaning given to them in the Letter of Instruction that we sent to you.
- b. Please note the following further information in respect of terms that may be used in the Letter of Instruction:
 - The term "Borrower(s)" refers to any person described in the home loan summary as a borrower, and can include one or multiple entities as joint-borrowers. Joint-borrowers are jointly and severally liable for the obligations under the loan contract.
 - For the avoidance of doubt the term "Documents" refers to those documents listed in the Letter of Instruction.
 - If you have acted for us before, you may have noticed that our Instructions and our Documents have changed. The changes include the terms we generally use. One such term is "covenantor". If for some reason a party to any new Document is listed as a "covenantor", we want to know about it, as that is likely incorrect.
 - The term "Instructions" where used refers to both our Letter of Instruction and these General Solicitor Instructions.
- c. If there is a conflict between the General Solicitor Instructions and the Letter of Instruction, the Letter of Instruction is correct, as we may give you extra instructions that the General Solicitor Instructions may not cover, or we may vary these General Solicitor Instructions in some way.

3. When you might not be able to act for us

- a. To act for us all of the following statements must be true:
 - You hold a current Practising Certificate issued pursuant to the provisions of the Lawyers and Conveyancers Act 2006;
 - Your firm holds professional indemnity insurance cover of an amount that meets or exceeds the minimum standards prescribed by the New Zealand Law Society / Lawyers and Conveyancers Act (Conveyancers: Registration and Practice) Regulations 2008 (as applicable);
 - Your firm has a trust account;
 - Your firm will not void your insurance or affect any claim we could make against you by acting for us;
 - There is no conflict or you are not aware of some other matter that may be likely to prejudice our interests; or
 - There is no other reason why you cannot act for us in terms of our requirements.
- b. You must advise us as soon as possible if any of these statements are not true and you are unable to act for us in this transaction, unless we agree with you otherwise.

4. Alterations to the Documents

- a. Please do not change the Documents without our prior written consent - this includes your solicitor's certificate (a change can include adding, removing or not completing (if required) any clauses in the Documents). Please ensure all gaps in the Documents have been filled in and completed as appropriate.
- b. Make sure all of the parties in the Documents check their names, addresses and other details are correct.
- c. If you are aware that anything is wrong or needs changing in the Documents, please let us know immediately so we can send new Documents or further instructions.
- d. Any change to the Documents could delay settlement. We will not be responsible for any delay caused by a change you make.

5. What are our General Instructions to you

You are instructed to act for us to:

- a. Review the terms of the Documents to satisfy yourself that the Borrower(s), Guarantor(s) (if any) and Covenantors (if any) can lawfully and validly enter into the Documents and perform their obligations under the Documents.
- b. Positively identify the Borrower(s) and Guarantor(s) (if any), including checking a valid form of New Zealand identification for this purpose. This is to ensure the documents are enforceable and valid. We do not require you to check their identity for the purpose of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 on our behalf.
- c. Attend to the preparation, execution and registration (if applicable) of the Documents.
- d. Make proper disclosure of the Documents to the Borrower(s) and the Guarantor(s) (if any) as required by the Credit Contracts and Consumer Finance Act 2003 or general law (as applicable) and in the case of consumer credit contracts, within initial disclosure timeframes in the Credit Contracts and Consumer Finance Act 2003. We have included guidance in these instructions on what you are required to do.
- e. Provide legal advice to the parties to the Documents so that each party can understand the Documents and any obligations and risks that they will have under them.
- f. Make such enquiries and do everything necessary including, but not limited to, carrying out searches of Land Information New Zealand, the Companies Office Register and the PPSR (as applicable) to satisfy yourself as to the matters referred to in the Instructions and in your solicitor's certificate.
- g. Obtain within the required timeframe, a guaranteed search in terms of section 60 of the Land Transfer Act 2017 of the titles to any properties mortgaged to us in accordance with our Instructions.

6. Verifying Information

Where you provide us any information on behalf of the Borrower(s) or Guarantor(s), we rely on you to ensure this is correct. Please ensure that you and your firm has appropriate procedures in place to ensure that any information you collect on our behalf is correct.

7. What to consider when advising the parties to the Documents

- a. Take particular care where someone does not speak English as a first language. Consider whether they need legal advice from a solicitor or conveyancer who speaks the same language or whether someone can translate your advice.
- b. If your advice needs to be translated, please do not rely on that person's family members or those with potential conflicts of interest, to help with translating

- c. Also take particular care when giving advice where:
 - A party is elderly;
 - A party is related to another party to the transaction;
 - Due to a party's relationship with another person they could be unduly influenced by that person into agreeing to the transaction;
 - A party receives no benefit from the transaction;
 - There is another special circumstance where a party would be considered 'vulnerable' under the CCCFA; or
 - There is another driver of vulnerability.
- d. A party to the Documents can be considered vulnerable in a lot of different situations, and it depends on the circumstances surrounding the transaction.
- e. Consider whether you need to speak with parties you believe might be vulnerable separately.
- f. You should also consider whether you should require that person to obtain independent legal advice. We explain this requirement further below in respect of Guarantor(s). It may also be applicable to a borrower in a particular situation.

8. What we might require of you when giving legal advice

- a. Please decide what is appropriate in the circumstances in addition to these Instructions to make sure everyone understands the relevant Documents and willingly agrees to them.
- b. Let us know immediately if you have reason to be concerned that anyone:
 - Does not appear to have understood your legal advice or the nature of the transaction because the party does not have a good understanding of English;
 - May be under undue influence, duress or from any other party or is otherwise under significant pressure to enter into the transaction, or
 - May not have capacity to make an informed decision or enter a contract, or may be 'vulnerable' for another reason.
- c. We will work with you to make sure the Borrower(s) or Guarantor(s) get any information needed to help them understand or make an informed choice whether or not to enter the Documents. Sometimes, we may have extra requirements you will need to meet before the transaction can go ahead. Sometimes, it may not be appropriate to proceed.

9. Joint Borrowers

- a. Please make any joint borrowers aware that under the Home Loan Terms and Conditions that each Borrower authorises any Borrower to:
 - Agree changes to the Borrowers loan contract on each other's behalf; and
 - Exercise rights under their loan contract on each other's behalf.
- b. Please make the joint borrowers aware that they will be jointly and severally liable and what this means for their obligations under the Documents.

10. Checking an individual's capacity

- a. We rely on you to ensure each party to each of the Documents (except for us) has the power to enter into the Documents, each person executing it has the authority to do so, and all of the Documents are duly executed and legal, valid and binding.
- b. We expect you to decide whether there are capacity issues or alternatively to confirm the parties have the power to enter into the Documents or be bound by the Document. You should exercise appropriate judgment in deciding this. We rely on you to form a view in the circumstances.

- c. In forming your view on an individual's capacity, rather than asking direct questions of the individual, we expect that you will be able to form these opinions over the course of discussions about the transaction and when explaining the Documents. If you do have concerns about capacity, please tell us immediately. We will then decide if we need to do anything further before we proceed with the transaction or if we will proceed at all.

11. Requirements for Guarantor(s)

- a. If a guarantee is included as one of the Documents, please explain to the Guarantor(s) that we strongly recommend they seek independent legal advice and the reasons for this. By independent legal advice we mean advice from someone who is not advising us, the Borrower(s), a security provider, another Guarantor(s) or any other party to the transaction.
- b. In the following circumstances we will require the Guarantor(s) to receive independent legal advice and we will not accept a waiver of that right:
 - You have a reason to believe that the Guarantor(s) may be under undue influence from any other party; or
 - The Guarantor(s) are under significant pressure to grant the guarantee (for example if the Borrower(s) require the loan urgently or for essentials).
- c. In the following circumstances we will accept a waiver of the Guarantor(s)'s right to obtain independent legal advice if you are comfortable in the circumstances to proceed on the basis there is no undue influence:
 - You know the relationship between the Borrower(s) and Guarantor(s) is one where the presumption of trust and confidence automatically arises (such as, but not limited to, between a parent and child);
 - You otherwise consider that a relationship of trust and confidence exists between the Borrower(s) and Guarantor(s); or
 - The Guarantor(s) has or will provide their own home as security to us.
- d. If a Guarantor(s) chooses not to get independent legal advice, then you are required to advise them of the full effect and implications of their obligations and to have them sign an acknowledgement they have been asked to seek independent legal advice and they have waived that right. You must keep a written record of that advice.
- e. Our guarantee contains a confirmation from you that you have advised the Guarantor(s) to seek independent legal advice and that advice has been waived. If the Guarantor(s) take independent legal advice, the independent solicitor will be required to certify in the guarantee that they have provided that advice.
- f. If you are not certain the Guarantor(s) have understood the nature of the transaction or the information provided because the Guarantor(s) do not have a good understanding of English, we will require you to ask the Guarantor(s) to seek independent legal advice from a lawyer who can provide legal advice in the Guarantor(s) primary language or with help from a translator.
- g. We require where reasonably possible, you make any recommendations about getting independent legal advice to the Guarantor(s), without the presence of any other party to the transaction to prevent any undue influence.
- h. If you are advising the Guarantor(s), you must do so personally (and not via a Borrower). You should also do this without the presence of any Borrower.
- i. You must advise us immediately if you have any reason to be concerned that there is, or likely to be, a conflict of interest such that you are unable to advise a Guarantor(s).
- j. Please provide a copy of the Instructions and each of the relevant Documents to any of the Guarantor(s) legal advisors.

12. Our requirements for securities

- a. The loan contract sets out any new securities required to be given to us by the Borrower(s) and/or Guarantor(s) (if any) as well as existing securities. We have detailed these new securities in the Letter of Instruction.

- b. If any names are incorrect on the record of title of any property mortgaged to us or have changed since the property was originally acquired, these are to be updated on the record of title. Any mortgage must be given by all of the registered owners of the property.
- c. Please notify us immediately if any of the registered owners are different from those listed in the Home Loan Summary, and they are not parties to the Home Loan Summary, or if there is any uncertainty in respect of the legal description of the property over which a mortgage is to be given.
- d. You must get our prior written approval to and we will need legal advice on any instrument, charge, easement, or other restriction affecting the title of the property to be provided to us that in your opinion:
 - Could materially and adversely affect the property's value or our ability to sell the property; and
 - May prejudice our mortgage, affect our ability to enforce our rights as mortgagee or increase our obligations as mortgagee.
- e. If there are any indicators the property may be Maori land, please undertake a search of the Maori Land Registry and if the search determines that the land is Maori land, advise us immediately as additional registration procedures will apply.
- f. In the case of any strata estate, please ensure prior to settlement:
 - The rules of the body corporate are not prejudicial to our interests as mortgagee;
 - A pre-settlement disclosure statement is obtained from the seller, making disclosure of the matters set out in regulation 34 of the Unit Titles Regulations 2011, and there are no matters disclosed in the statement which adversely affect our interest as mortgagee;
 - The body corporate and the body corporate's insurers are notified of our interest as mortgagee and this interest is noted on the insurance policy; and
 - The body corporate is notified immediately following settlement of the specific provisions in the mortgage relating to the mortgagee's rights to exercise the mortgagor's voting rights.
- g. Please ensure a clear record of title is produced and a guaranteed search provided to us prior to any loan proceeds being advanced.
- h. Any advice or reporting required that is detailed above should be sent to settlements@tsb.co.nz.

13. New Mortgage Required

Where the loan contract provides for a new mortgage to be granted, it is intended Memorandum of Mortgage 2021/4351 is to apply to the mortgage. If due to the advent of COVID-19, this Memorandum of Mortgage is not registered please ensure that Memorandum of Mortgage 2015/4330 applies to the mortgage. You are to ensure TSB Bank Limited is recorded as the mortgagee and the section 92 priority limit specified in the Letter of Instruction is included in the Mortgage Instrument.

14. Electronic Registration

Prior to registration of each electronic instrument created in the Landonline workspace, which is to be certified and signed by you (the 'Mortgage Instrument'). You are required to have obtained and hold the necessary original signed in ink Client Authority and Instruction Form pursuant to the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society and the necessary Land Transfer Tax Statement duly signed by each mortgagor to enable the transaction to be completed.

15. Priorities

- a. Unless our instructions state otherwise, we expect any new security granted to us to rank first in priority with no prior or subsequent charge in existence. All charges not provided for in our instruction are to be discharged prior to settlement.

- b. The appropriate clause in the Mortgage Instrument is to be completed to include the priority limit under section 92 of the Property Law Act 2007 as set out in the Letter of Instruction. If no priority limit is provided in the Letter of Instruction, the default priority amount under our Memorandum of Mortgage is \$30,000,000.00 plus interest.
- c. The Mortgagor must obtain our prior written approval for any subsequent charge intended to be registered or to rank after our mortgage. If you are aware of any intention to create a subsequent charge, please contact us.

16. Variations to a mortgage

- a. In some circumstances our Letter of Instruction will state that we require the priority amounts of existing mortgage(s) of the Borrower to be increased.
- b. If any issues arise in the course of updating the priority amount(s) of existing mortgage(s), we may require legal advice in respect of this.

17. New mortgage but no new documents

- a. In some circumstances our Instructions to you will be for the purposes of registering a new mortgage, where no loan is being provided. For example, the mortgagor(s) might currently have loans with us and we simply require additional security in respect of the existing loan(s) and there are no new loan documents.
- b. In these circumstances, we acknowledge that our Instructions relating to certain matters will not apply.
- c. For the avoidance of doubt, we will still require you to:
 - Ensure the mortgagor(s) have complied with all Overseas Investments Act 2005 requirements where appropriate;
 - Provide us and the Borrower(s) legal advice where appropriate;
 - Disclose the Memorandum of Mortgage to the Borrower(s);
 - Ensure the mortgagor(s) have capacity to provide the new mortgage;
 - Follow our instructions in respect of securities and taking of mortgages.

We will still require you to certify these points in your solicitor's certificate in respect of the variation.

18. We need you to confirm compliance with the Overseas Investment Act 2005

- a. The words in this section like 'overseas person', 'residential land', 'sensitive land', 'investment in significant business assets', 'call-in transaction' and 'associate' have the same meanings as in the Overseas Investment Act 2005.
- b. As a conveyancer, whenever you submit a transfer instrument for residential land, you must comply with section 51C of the Overseas Investment Act 2005. We are relying on your solicitor's certificate as confirmation that:
 - You have complied or will comply with section 51C of the Overseas Investment Act 2005 before submitting the transfer instrument;
 - The purchaser has confirmed that consent has been granted or that an exemption applies, if their statement given under section 51A of the Overseas Investment Act 2005 is such that consent was required; and
 - For these purposes only, you are not acting as our agent and will not hold yourself out as our agent.
- c. Please be aware that we will not lend if an overseas person needs consent from the Overseas Investment Office and does not have it.
- d. Our new lending, or the security we are taking, may relate to an interest in sensitive land (other than because it is residential land). It may also relate to an investment in significant business assets or a call-in transaction.
- e. If this is the case, and if you are acting for anyone with a direct or indirect interest in the sensitive land, significant business assets or call-in transaction, you will need to take some extra steps. You will first need to please check whether that person, or any associate of that person, is an overseas person under the Overseas Investment Act 2005. If they are, you will then need to make sure that all necessary consents or approvals required under that Act, or an exemption under that Act, has been obtained. We may ask to see those consents or approvals, or evidence of the exemption, as a condition of our lending.

19. Insurance Requirements

- a. Our insurance requirements are set out in our Memorandum of Mortgage. These include a requirement to provide us a certificate of currency.
- b. If you are required to provide a certificate of currency, we require that:
 - The policy covers a value greater than the value of the building and insurable improvements.
 - Our interest as mortgagee has been noted on the policy;
 - All parties who are providing security are to be named on the policy; and
 - If the building and insurable improvements are in the process of construction, that these are covered by the policy.
- c. If the property is under the Unit Titles Act 2010 the insurance cover must comply with the specific requirements of sections 134, 135, 136 and 137 of that Act.
- d. We will not accept broker's certificates as certificates of currency.

20. Disclosure and Key Information

- a. We require you to:
 - Assist the Borrower(s) and Guarantor(s) to make an informed decision; and
 - Provide disclosure to the Borrower(s) and Guarantor(s).
- b. As a responsible lender, we want to ensure that Borrower(s) are assisted to reach an informed decision as to whether to enter into the Documents and to be aware of the full implications of entering into the Documents. Therefore, along with providing appropriate legal advice, we also need you to explain and draw to the attention of the Borrower(s) the key features of the Documents. We also rely on you explaining to the Borrower(s) and Guarantor(s) (if any) the nature, effect and implications of their respective obligations and liabilities under the Documents until you are satisfied that the relevant party has understood them.
- c. The key features of the Home Loan Summary and the Home Loan Terms and Conditions include:
 - The loan amount, term, interest and default rates, (including whether the interest rate is fixed or variable) repayments (including whether the loan is "on demand"), fees (including the early repayment fee), and any security we are taking. You will find information on the fees in our Home Loan Fees Information and can be downloaded from our website;
 - Whether interest rates can change over the term of the loan, which will change the amount the Borrower(s) repays (including that where the interest rate is variable, TSB can change this without the agreement of the Borrower(s));
 - In the Home Loan Terms and Conditions, section 1 headed "Some important information about your home loan contract" and all the sections highlighted in lavender, and in the Home Loan Summary, the acknowledgments above the signing provision;
 - Where an individual is acting as a trustee and they are not independent, please explain they will be personally liable for the loan;
 - The cancellation period;
 - If applicable, any incentive payment and the terms of repayment by the Borrower(s); and
 - Any other matters you are required to certify in your solicitor's certificate.
- d. If necessary, please allow the Borrower(s) time to fully consider the Documents and to take them away if necessary.
- e. We also need you to explain and bring to the attention of all Guarantor(s):
 - The information on the first two pages of the guarantee, including the name of the Borrower(s) and any limitation (if relevant);
 - The key information in the guarantee under the heading "Some important information about this guarantee" in section 1;

- All of the sections highlighted in lavender;
 - The acknowledgment above the signing section;
 - Please also explain the key features of all obligations covered by the guarantee – including the features set out above in respect of Borrower(s).
- f. Please also provide any other legal advice you consider appropriate.
- g. We may provide a limited guarantee in some circumstances. Please ensure that the Guarantor(s) are made aware if their liability is limited or unlimited and what this means.
- h. The level of explanation and guidance you may need to provide when informing the Borrower(s) or Guarantor(s) of the key features will depend on the circumstances. If you think there is a risk that a Guarantor(s) may not be aware of the implications of entering into the guarantee, you should provide them with further information. This is particularly important in situations where:
- Any Borrower or Guarantor may be vulnerable;
 - The Documents create a complex transaction;
 - They are first time Borrowers;
 - There is a greater risk the Guarantor(s) will not be able to comply with the guarantee; or
 - The consequences of non-compliance are serious.

The situations listed above are not the only times that you may be required to give further information. Please use appropriate judgment as to whether there may be other circumstances where you may be required to provide any Borrower or Guarantor with further information or take extra care.

Disclosure

- i. Along with explaining the key features of the Documents, please ensure all parties receive a copy of all Documents (including our Memorandum of Mortgage whether or not they are the mortgagor) in advance of them signing.
- j. For the purposes of disclosure, our home loans are made up of multiple parts, which include:
- Home Loan Summary;
 - Home Loan Terms and Conditions; and
 - Home Loan Fees Information.
- k. The Borrower(s) are only required to sign the Home Loan Summary and other security agreements (if any), so these are the only documents that we need back in respect of the loan.
- l. Please tell the Borrowers(s) that if they have a bank account with us our General Banking Information applies to that account, and that a copy is available on our website or can be requested at any branch, free of charge.
- m. If someone is giving a guarantee, that person (the Guarantor(s)) will also need to receive the above Documents to the extent those Documents are guaranteed. This is so they can be fully informed of the level of financial obligations they are guaranteeing.
- n. The Guarantor(s) are only required to sign the guarantee and indemnity and other security agreements (if any), so these are the only documents that we need back from them. Please note that as the adviser, you are also required to sign the guarantee.
- o. Further, we rely on you giving the following documents, that have either been sent with the Letter of Instruction or you have downloaded from our website, as disclosure including under the Credit Contracts and Consumer Finance Act 2003 or common law (as applicable) and in the case of consumer credit contracts within initial disclosure timeframes in the Credit Contracts and Consumer Finance Act 2003:
- For Borrowers(s) give the Home Loan Summary, Home Loan Terms and Conditions, Home Loan Fees Information, and any new or varied Security Agreements (this includes our Memorandum of Mortgage);
 - For Guarantor(s) give the Guarantee and Indemnity, the Home Loan Summary for any loan covered by the Guarantee and Indemnity, the Home Loan Terms and Conditions, Home Loan Fees Information and any new or varied Security Agreements (this includes our Memorandum of Mortgage), and

- For security providers give any new or varied Security Agreements (this includes our Memorandum of Mortgage).
- p. If the Borrower(s) are not the one providing a mortgage, we will still require you to disclose to the Borrower(s) a copy of the Memorandum of Mortgage which relates to the mortgage we have received.
- q. You will certify that you have complied with all of the above requirements in your solicitor's certificate and we will rely on this to assist us in meeting our responsibilities under the Credit Contracts and Consumer Finance Act 2003 and the Responsible Lending Code. In cases where the Guarantor(s) (if any) take independent legal advice, we accept that the Guarantor(s) solicitor will certify as to the disclosure requirements provided to the Guarantor(s) and will complete the declaration within the guarantee.
- r. We do not rely on you to confirm the content of our Documents meets our disclosure duties under the Credit Contracts and Consumer Finance Act 2003. Also contact us if you are aware any Document is missing.

21. Other entities signing requirements

- a. Please ensure that you have (where required), reviewed any relevant governing /constitutional document for any entities involved, such as (but not limited to):
 - a company's constitution;
 - a trust deed;
 - a partnership deed;
 - a limited partnership agreement; or
 - a will (if a Borrower is an estate trust).
- b. When reviewing the relevant governing documents please check:
 - Any restrictions on the types of security that an entity can give.
 - Any restrictions on the types of transactions that the entity can enter into.
- c. Where any party to a Document is a corporate entity or trustee, please ensure the relevant certificate is completed and signed in each case by the trustees and/or directors as the case may be.
- d. You can download our director's certificate and trustee's certificate from our website.
- e. When completing the corporate authorisations please can you:
 - Ensure all relevant Documents are correctly described and included in the relevant corporate authorisation;
 - Ensure the entity completes all relevant choices in the corporate authorisation correctly;

22. Trusts

Please let any independent trustees know that they are excluded from any personal liability. This limitation on liability is described in the Home Loan Terms and Conditions.

23. What to consider when having the Documents signed

- a. Please ensure all Documents are fully completed prior to signing by inserting the correct names of the parties, the correct legal descriptions of the mortgaged property and the dates of signing.
- b. Please ensure that all Documents are signed in accordance with the Companies Act 1993, the Trusts Act 2019 and the Property Law Act 2007.

24. Our requirements for any Powers of Attorney

- a. You must obtain our prior written approval if any of the Documents are to be signed under Power of Attorney. Where such approval is obtained, any Document signed by an attorney should be accompanied by a signed certificate of non-revocation of power of attorney dated the date of execution of the relevant Document. A Power of Attorney granted by an individual cannot be used as authority for signing on behalf of that person in that person's capacity as a director of a company.

- b. We will not accept a Power of Attorney for a trustee of a trust unless the circumstances of the Trusts Act 2019 apply, and the Power of Attorney contains a deed of delegation which specifically authorises the attorney to act on behalf of the grantor in that capacity and such authority is not restricted by the terms of the trust deed of the trust.
- c. If the Documents signed by the attorney are to be registered with Land Information New Zealand, the Power of Attorney needs to be in registrable form.

25. Solicitor's Certificate

- a. We require your solicitor's certificate to certify various aspects about the Borrower(s), Guarantor(s) (if any), the transaction, and your compliance with our Instructions and we rely on this certification for drawdown.
- b. If you have any concerns with the requirements for certification in your solicitor's certificate, please get in touch.

26. We accept that some laws restrict the ability to enforce

- a. We accept our ability to enforce any Home Loan Contract, or security agreement or guarantee depends on consumer protection, insolvency, and other laws affecting creditor rights, enforcement, and priority.
- b. We agree your undertakings in your solicitor's certificate are subject to those laws and general limits on our ability to enforce. You do not need to amend your solicitor's certificate to state this — we accept your certificate is subject to this limitation. But tell us immediately if you are aware of specific circumstances that may affect our ability to enforce.
- c. We also accept responsibility for the pre-printed or pre-completed contents of our Documents. Again, please tell us if you become aware that anything in the Documents is wrong or details are missing.

27. New Zealand Law Applies

All references in this Letter of Instruction are to New Zealand laws, including New Zealand legislation. The references include any replacements or amendments to those laws.

28. Costs

Even though we have instructed you to act for us and we rely upon you to protect our interests, all legal costs and other charges are payable by the Borrower(s). We have no responsibility for these costs.

29. Post Settlement / Registration

Your solicitor's certificate sets out our post settlement requirements relating to registration. "TSB Bank Limited" is to be inserted in the Bank Client Ref field when completing the registration of the Bank's mortgage.

If you have any questions about this Letter of Instruction or the Documents, please contact the [TSB Settlements Team on 06 968 3745](#) or email to settlements@tsb.co.nz.

Transaction Checklist

To help you comply with our instructions, please see below a helpful checklist you can complete to ensure your compliance with our Instructions. This might not be everything that we need you to comply with to meet your obligations, but it is a helpful start.

Please do not send this back to us, it is solely for your benefit to ensure that you comply with our instructions.

Requirement under our instructions

Instructions for the Documents

- There is nothing preventing me from acting.
- The parties have checked their names and addresses are correct.
- The parties have checked any other detail in the Documents are correct.
- (If applicable) I have advised the joint-borrowers of the meaning of joint and severally liable, and I have advised that one borrower can agree to changes and exercise rights under the loan contract
- I have instructed any Guarantor to obtain independent legal advice (where appropriate) (see guidance at section 11 for Guarantor(s)).
- Any joint Borrowers have been informed that they will be jointly and severally liable under the Home Loan.
- I have otherwise complied with all other instructions.

Capacity

- There is no reason any individual lacks the capacity to sign the relevant Documents.
- (if applicable) The entity/s (company, trust, limited partnership) constitutional document does not prohibit its entry into the transaction or the provision of security.
- (if applicable) All required corporate authorisations have been correctly completed by the relevant entity (i.e. director's certificate or trustee certificate).
- All Documents are signed in accordance with our Instructions.
- (if applicable) All Powers of Attorney are correct and valid (and that all certificates of non-revocation have been provided).

Mortgage / Edealing

- All of the registered owners of the mortgaged property are correct (and there are no extra owners listed)
- There are no instruments on the record of title which will affect TSB's mortgage. Legal advice has been provided on any instruments (where appropriate).
- (if applicable) All searches required for Maori land have been completed.
- The mortgagors have provided a correctly completed authority and instruction form.
- There are no Overseas Investment Act 2005 issues that may arise. I have advised TSB of any issues (where appropriate).

Disclosure

- All Documents as described in paragraph 20(j) have been provided to the relevant party.
- The key features of the Home Loan Summary, Home Loan Terms and Conditions, Memorandum of Mortgage and Guarantee and Indemnity have been explained to the Borrower(s) and Guarantor(s) (see guidance at paragraphs (c) and (e)) and I have explained the nature and effect of the transaction.
- I consider that all parties have understood and agree to the transaction and I have no reason to believe they do not.
- I have advised the Borrower(s) that if they have banking with TSB, that TSB's General Terms applies.