**Further terms for properties potentially affected by severe weather events**

**21. Condition – Purchaser Approval of Event Information**

21.1 The Property is an area where it may have been affected by the Auckland Floods (January 2023) and/or Cyclone Gabrielle (February 2023) (separately, and together, "**Events**").

21.2 Within [5] Working Days after the date of this Agreement, the Vendor must provide to the Purchaser any damage inspection reports, scopes of proposed repairs, EQC or private insurance claims and associated correspondence, details and evidence of repairs undertaken, and any other documentation or information, which (in all cases):

(a) relates to both the Property and the Events; and

(b) is in the possession, control or knowledge of the Vendor;

which have not already been made available to the Purchaser before the date of this Agreement. The Vendor in providing any documents prepared by third parties does not warrant the completeness or accuracy of the contents of those documents.

21.3 The Vendor must respond promptly to any reasonable requests for further information by the Purchaser which relate to how the Property was affected by the Events and how the Vendor has responded to the Events. The Vendor warrants that any response it gives to such a request is true and not misleading, to the best of the Vendor's knowledge and belief.

21.4 The Vendor will, from the date of this Agreement, allow the Purchaser reasonable access to the Property to enable the Purchaser and its consultants to carry out its own tests, investigations and inspections regarding the impact of the Events on the Property. The Purchaser in carrying out such tests, investigations and inspections must:

1. provide at least 3 Working Days' advance notice;
2. cause the Vendor as little inconvenience as practical, and must reinstate any damage caused as soon as practicable after the tests are carried out. Invasive testing may only be carried out with the Vendor’s express written consent; and
3. comply with all relevant laws including (without limitation) the Health and Safety at Work Act 2015. **[Delete, or modify to suit, depending on nature of Property]**

21.5 This Agreement is conditional on the Purchaser reviewing and being satisfied with how the Events have affected the Property, including any documents provided by the Vendor under clause 21.2, any information provided by the Vendor under clause 21.3, and investigations undertake under clause 21.4. The deadline for this condition is 5pm on that date which is 10 Working Days after the date the condition in clause 21.2 is satisfied. This condition is for the sole benefit of the Purchaser.

**22. Condition – Insurance availability**

22.1 This Agreement is conditional on the Purchaser's ability to obtain insurance cover on terms satisfactory to the Purchaser in all respects for the Property by 5pm on that date which is [X Working Days after the date of this Agreement] ***OR*** [5 Working Days after the date the condition in clause 21.5 is satisfied]. This condition is for the sole benefit of the Purchaser.

22.2 Within [5] Working Days after the date of this Agreement, the Vendor must provide the Purchaser with authority to obtain information from the Vendor’s existing insurer, the name of the Vendor's insurer, and the policy number for the existing insurance on the Property, to assist the Purchaser with its efforts to satisfy the condition in clause 22.1.