**KĀINGA ORA – HOMES AND COMMUNITIES**

**DUE DILIGENCE ROOM TERMS AND CONDITIONS**

Access to this due diligence room is strictly on the basis of the terms below. The action of accessing the due diligence room and its contents is deemed confirmation of acceptance of these terms by the accessing party.

***Confidentiality and Publication***

* The accessing parties acknowledge and agree that the information in the due diligence room is confidential to Kāinga Ora – Homes and Communities (“Kāinga Ora”).
* Neither the whole nor any part of the information in or referenced in the due diligence room may be included in any published document, circular or statement without the prior written approval of Kāinga Ora.
* Only bone fide potential purchasers and their professional advisors may access the information within the due diligence room.
* The information may not be accessed or used for any purpose other than for considering potential offers to Kāinga Ora on the acquisition and development of the land.
* No document or information within the due diligence room or any reference to them may be disseminated in any way by users of the due diligence room except to their professional advisors, as necessary for the purposes of the transaction contemplated and on the basis that such professional advisors have also agreed to be bound by these terms (whether or not such advisor accesses the due diligence room directly or is provided such information by the accessing party).

***Disclaimer***

The material contained in this due diligence room has been prepared in good faith by Kāinga Ora and its advisors, solely for the information of potential purchasers to assist them in deciding whether they are interested in the specified potential development land.

It is intended to be general information only and specialist advice should be sought on all matters. The information provided by advisors has been provided to Kāinga Ora and not to any accessing party. The contents do not constitute advice to potential purchasers and should not be relied upon as such.

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The information in this due diligence room does not form part of any offer or contract and is intended as a guide only and any offer made is subject to negotiation and acceptance by Kāinga Ora.

No warranty is given or representations made as to the correctness or sufficiency of any information or statements. Potential purchasers should not rely on any material contained in the due diligence room but should make independent investigations to satisfy themselves as to the accuracy and sufficiency of the material. Kāinga Ora and its advisors do not make any representations or warranties as to the accuracy or sufficiency of the material and do not assume any liability for negligence or otherwise in connection with any material contained in or omitted from the due diligence room.

Kāinga Ora reserves the right in its sole discretion to postpone or cancel the proposed sale of the land. Kāinga Ora reserves the rights to sell the land to any party in such component parts, at such price and on such terms as it sees fit.

***Additions and Changes to the Due Diligence Room***

Kāinga Ora reserves the right to modify or add to the due diligence room or documents therein from time to time. Kāinga Ora does not accept any responsibility for the currency of any documents or any changes to documents within the due diligence room or changes to the due diligence room itself that may change, affect or qualify any of the information provided. Kāinga Ora will use reasonable endeavours to place notifications within the due diligence room of documents added, removed, altered or modified from time to time but potential purchasers are advised to check regularly for any such changes.

***Questions and Answers Process***

Any party may submit written questions to Kāinga Ora during the due diligence phase and Kāinga Ora will endeavour to answer such questions noting however that any questions and the answer provided by Kāinga Ora may, at Kāinga Ora’s sole discretion, be made available to all parties accessing the due diligence room.

