



# ANZ General Instructions for Solicitors

Version 3.0 12/24

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Received an instruction letter from us?

Great! We’d like you to act for us in a lending and security transaction.

As well as what’s in our instruction letter, please follow these general instructions as they also form part of our instructions to you. When giving us a solicitor’s certificate, you confirm you’ve met requirements in both our instruction letter and these general instructions for that transaction (even if our instruction letter and your solicitor’s certificate don’t refer to the general instructions or refer to an older version of them). These general instructions supplement our instruction letter, but if you find any inconsistency between the two, these general instructions will apply.

We can record your call with us

We monitor or record phone calls held between your firm and ANZ. We can use the information collected during our call to improve our service, resolve disputes and understand complaints. This can include both incoming or outgoing calls.

A couple of things to check first

Please check all the statements below are true. If anything isn’t true, or you can’t act for any reason, tell us immediately — we may instruct someone else.

You’re either:

- a law firm, incorporated law firm, or lawyer in sole practice,
- a conveyancer or conveyancing firm to act in a mortgage discharge, or
- Public Trust, Perpetual Guardian, or Trustees Executors.

And:

- you have a trust account
- you have professional indemnity insurance with a reputable insurer and cover that’s reasonable for the transaction

- you won’t void your insurance or affect any claim we could make against you by acting for us, and
- you don’t have a personal interest in the transaction. (You’re not personally interested if you’re only acting as lawyer or adviser, or as a trust’s professional or independent trustee.)

The borrower, guarantor, or security provider named in our instruction letter will need to pay all legal costs, including any you charge for acting for us, even if the transaction doesn’t go ahead.

If you don’t meet our requirements or you make changes to our documents without us agreeing in writing first, it could delay settlement. We won’t be responsible if that happens.

You can email us documents we’ve asked for

You can email the loan and security documents we’ve asked for in our letter of instructions to the contact in our instruction letter.

Please put the borrower or relevant party’s name and our reference number in the email’s subject line. Make sure signatures are in a dark ink so they’ll be legible on the copy we get. Unless we agree, please don’t email us copies of documents — for evidence reasons, we’re relying on you holding complete versions of the original documents when you email us.

However, there may be some documents we’ll need original versions of, so where needed, we’ll specify an original in the ‘Documents we need by the settlement date’ section of our instruction letter, and include address details. Please don’t send those documents to our registered office address as it will cause delays.

Otherwise, we don’t need you to keep originals of any documents once you’ve emailed them to us.

Keep letters of instruction and emails as evidence of your authority to act

If you’re registering transactions using e-dealings, you’ll need to keep copies of our letters of instruction and SOLD or other emails as evidence of your authority to act for us. We confirm you have ANZ’s authority where we provide you with letters of instructions using our SOLD electronic property settlement service or where they’re signed by our staff.

If we’ve sent you a letter of instructions using our SOLD electronic property settlement service, the letter of instructions won’t be signed. We send those letters of instruction from our secure email address, [lendingsservices@anz.com](mailto:lendingsservices@anz.com), and you can have comfort that those instructions were created with ANZ’s authority.

Our staff may sign other letters of instruction or documents, with ANZ’s authority, however, unless you specifically ask they will not be signed under a Power of Attorney.

Don’t change our documents, but check everyone’s details

Unless we agree in writing, please don’t change our documents, including our solicitor’s certificate.

Have everyone mentioned in the document check their names and addresses are correct. Get them to check other details too, like loan amounts and interest rates. If you’re aware that anything’s wrong or needs changing, tell us immediately so we can send new documents or other instructions.

Please give legal advice about an agreement’s meaning and effect

When we ask you to get agreements signed, we rely on you giving everyone entering those agreements (other than us) legal advice, so they understand them and any obligations and risks they have.

We rely on that legal advice being from a professional, suitably qualified to advise on the transaction and New Zealand law. We only waive this requirement in writing, if satisfied the party enters those agreements often, is fully aware of the agreement’s implications, and they’ve confirmed this to us in writing.

Some steps to take when giving advice

Please decide what a prudent and competent solicitor would do to make sure everyone understands the agreement and willingly agrees to it.

Take care where someone doesn’t speak English fluently.

Do they need advice from a solicitor who speaks the same language or can someone translate your advice? You can do this in person, by phone, or in writing. Please ensure that anyone who translates your advice is over 18 and does not have an interest in the transaction that may conflict with their role as a translator.

We may advertise our products in a range of languages. You can find information sheets for our ANZ Home Loan, Flexible Home Loan, and other consumer lending products at [anz.co.nz/rates-fees-agreements/solicitor](http://anz.co.nz/rates-fees-agreements/solicitor) in any language we’ve advertised in recently.

Please provide a copy of the relevant information sheet to the borrower in the appropriate language if you believe they would benefit from receiving information in the language we advertised in. For example, if you believe the information sheet would help them to understand the full implications of the agreement and make an informed decision to enter into the agreement. We rely on you doing this to assist in meeting our obligations under the Credit Contracts and Consumer Finance Act.

Also take care where anyone:

- is elderly or related to another party to the transaction
- could be inappropriately influenced into agreeing to the transaction
- is an inactive director, trustee, or partner of a borrower, security provider, or guarantor
- receives no benefit from the transaction, or
- may be putting personal assets at risk.

Consider whether you need to speak with that person separately to check they understand the risks and are willing and able to enter the agreement. You should also consider whether, acting to the standard of a prudent and competent solicitor, you should require that person to obtain independent advice.

Let us know immediately if you believe anyone:

- doesn’t appear to have understood your legal advice
- may be under undue influence or duress, or
- may not have capacity to make an informed decision or enter a contract, or may be ‘vulnerable’ for another reason, including if they require information about the agreement in another language.

We’re not able to give that person legal or financial advice. But we’ll work with you to make sure they get any information needed to help them understand or make an informed choice to enter the agreement. Sometimes, we may have extra requirements you’ll need to meet before the transaction can go ahead.

We’ve made our own enquiries and don’t rely on you to find out whether a loan, facility, guarantee, or insurance we’ve arranged is suitable or affordable. However, please contact us or encourage the borrower or guarantor to do so if you have reason to believe a loan, facility, guarantee or insurance may not be suitable or affordable. It’s important to us that customers have the right product and can meet their obligations to us.

Explain key features of any loans

As well as any other appropriate legal advice, we also need you to explain these key features to all borrowers for any loan or facility agreements included with our letter of instructions:

- the loan amount, term, interest and default rates, repayments (including whether the loan is ‘on demand’), fees, and any security we’re taking
- whether interest rates can change over the loan’s term, changing what the borrower repays
- that we may charge an Early Repayment Recovery (sometimes called a ‘break fee’) if the borrower repays or changes a loan during a fixed-rate period (if applicable), and
- the key information on the front page of the ANZ Home Loan or ANZ Flexible Home Loan terms and conditions booklets (if applicable) and the acknowledgements above the signing section of the loan summary.

We’ve set these requirements to help us meet our lender responsibilities under the Credit Contracts and Consumer Finance Act and Regulations, Responsible Lending Code, and common law (as applicable). So, we rely on your solicitor’s certificate as confirmation you’ve given the borrowers this information.

Explain key features of any guarantees

For any new guarantees in our letter of instructions, you must provide a copy of the guarantee to all guarantors. We also need you to explain to all guarantors:

- the key information on the front page of the guarantee, under ‘About this guarantee’, and
- the acknowledgments above the signing section to all guarantors.

Please go through the key features of all loans or facilities covered by the guarantee — as set out in the section ‘Explain the key features of any loans’ above. Please also go through the security the guarantor has granted that will cover the loans or facilities. This is as well as any other legal advice you think appropriate.

Take care where someone related to the borrower is giving the guarantee that they are not rushed or inappropriately influenced into agreeing to give the guarantee. Please ensure all the guarantors have had enough time to review and understand the guarantee and any other relevant documents before signing. For example, consider providing copies of the guarantee and other relevant documents before you meet with any guarantors. You can also let the guarantors know a sample of our standard guarantee is available on our website.

Take care where a guarantor does not speak English fluently. We may advertise our products in a range of languages. You can find information sheets for our ANZ Home Loan, Flexible Home Loan, Guarantee, and other consumer lending products at [anz.co.nz/rates-fees-agreements/solicitor](http://anz.co.nz/rates-fees-agreements/solicitor) in any language we’ve advertised in recently.

Please provide a copy of the relevant information sheet to the guarantor in the appropriate language if you believe they would benefit from receiving information in the language we advertised in. For example, if you believe the information sheet would help them to understand the full implications of the guarantee and make an informed decision to enter into the guarantee.

We rely on you doing this to assist in meeting our obligations under the Credit Contracts and Consumer Finance Act.

Explain that we strongly recommend guarantors (including any inactive director, trustee, or partner of a guarantor) get independent advice about the guarantee and the risks to them. And, sometimes we may require independent advice. By independent advice, we mean advice from someone who isn't advising the borrower, a security provider, or another guarantor. You should also consider whether, acting to the standard of a prudent and competent solicitor, you should require that the guarantors obtain independent advice.

If a guarantor asks for independent legal advice — let us know. We'll instruct that guarantor's solicitor to act for us. Or, if you're willing, you'll need to satisfy yourself that the other solicitor has met our requirements and give us an unamended solicitor's certificate.

We've set these requirements to help us meet our lender responsibilities under the Credit Contracts and Consumer Finance Act and Regulations, Responsible Lending Code, and common law (as applicable). So, we rely on your solicitor's certificate as confirmation you've given the guarantors this information. The solicitor giving a guarantor legal advice must sign the attestation clause at the end of the guarantee and must hold a current New Zealand practising certificate.

Provide both parts of our home and business loan agreements to borrowers and guarantors

Our home and business loan agreements are made up of two parts:

- A loan summary that explains the borrower's loan amount, interest rate, repayments, security, and more. The borrower will need to sign this document to accept the loan we're giving them. Any guarantors and covenantors will also need to sign this document if required in the agreement.
- A loan terms and conditions booklet that includes all the terms and conditions applying to the new loan. The borrower doesn't need to sign this booklet.

We have different loan terms and conditions booklets for the different home and business loans we offer. We'll set out in the loan summary for the home or business

loan which version of the loan terms and conditions booklet will apply, where applicable. Please check you've received the right version. The booklet can also apply to more than one loan.

Please make sure you give the borrower a copy of the home loan or business loan summary they sign and the loan terms and conditions booklet (if applicable), so they have a complete copy of their loan agreement with us. To make it easier to print, we've kept the colour to a minimum, but if you need to, feel free to print double-sided and in black and white.

We'll only need a copy of the signed loan summary back — we don't need the loan terms and conditions booklet.

The loan or facility agreements for our business and agri customers are a little different, and may be a number of documents or only one document as the loan or facility agreement.

We'll need advice about anything affecting our mortgage

If we ask you to register a new mortgage for us, please complete a guaranteed search of the record of title. We'll need legal advice on any instrument, charge, easement, or other restriction affecting that record of title that:

- may prejudice our mortgage, affect our ability to enforce our rights as mortgagee, or increase our obligations as mortgagee, or
- may materially prejudice our interests in any other way.

If we've asked for a replacement mortgage, you must also tell us if you're aware of any new instruments that will be registered against the record of title before our new mortgage. We'll need advice on the effect of those instruments too.

Your advice will help us decide if we're happy to go ahead or if we need to take other action, like enter priority arrangements. Please clearly and simply explain the issue and its effect, and send copies of all relevant documents.

- Is the affect likely to be material?
- Will the charge or easement (if applicable) rank ahead of our mortgage or contain a right of sale?
- Are rent charges or liquidated damages amounts large (if applicable), affecting affordability?
- Is a right to mortgage or caveat given?

We still need you to do this even if we currently have a mortgage over the property. For example, the new mortgage may be affected by other charges registered after our current mortgage.

If we're asked to agree to be bound by a resident's association's rules, we'll only agree to be bound where we're mortgagee in possession or we're exercising our power of sale as mortgagee.

We need you to confirm compliance with the Overseas Investment Act

The words in this section like 'overseas person', 'residential land', 'sensitive land', and 'investment in significant business assets' have the same meanings as in the Overseas Investment Act.

As a conveyancer, you must comply with section 51C of the Overseas Investment Act when lodging a transfer instrument for residential land. By giving us your solicitor's certificate, you agree that we're relying on the certificate as confirmation that:

- you've complied or will comply with section 51C of the Overseas Investment Act before lodging the transfer instrument
- the purchaser has confirmed that consent has been granted, if their statement given under section 51A of the Act said consent was required
- for these purposes only, you aren't acting as our agent and won't hold yourself out as our agent.

Please be aware, it is a condition of our lending that we will not lend if an overseas person needs consent from the Overseas Investment Office and doesn't have it.

The following requirement applies where new lending or security relates to an interest in sensitive land, an investment in significant business assets or a call-in transaction. Please check whether anyone with a direct or indirect interest in the sensitive land, significant business assets or call-in transaction is an overseas person under the Overseas Investment Act. If anyone is an overseas person, please ensure that they have all necessary consents or approvals required under that Act, or that an exemption has been obtained. We may ask to see those consents or approvals or evidence of exemption as a condition in our offer letter, term sheet, or loan agreement.

Take some extra steps for sum insured insurance policies

If the mortgagor or security provider will have sum insured property insurance, then there are some extra steps we'll need you to take.

Please explain to the mortgagor or security provider the sum insured must be, and remain, enough to repair or replace the property in a total loss situation, regardless of how much the customer borrows. Please also explain that we can ask the mortgagor or security provider to increase the sum insured if we believe it's not enough to replace or repair the property in a total loss situation.

We don't accept responsibility or liability in a total loss situation if the sum insured is not enough to replace or repair the property, even if we've asked the mortgagor or security provider to increase the amount. We assess whether the property is suitable as security for us and has enough insurance to cover the amount we've lent.

As always, you'll need to give us a copy of the Insurance Certificate of Currency confirming the mortgagor's or security provider's property is insured and we're noted as having an interest in the property as mortgagee. We'll also need you to confirm the sum insured, if this isn't stated on the Insurance Certificate of Currency.

Here's some general information about sum insured property insurance that may help your discussions.

Mortgagors may want to look at the terms of each policy to work out if the sum insured needs to cover other items like:

- other structures or buildings, like decks, garages, carports, swimming pools, and retaining walls
- allowance for demolition costs and professional fees, like architects or council fees.

When setting the sum insured, mortgagors may want to consider whether they need to increase the sum insured as the following properties may cost more to repair or replace:

- older properties
- properties with unique features
- properties built on a difficult site, or
- properties with high quality finishes.



Building costs change over time, so we suggest the mortgagor regularly reviews the amount they're insured for. Building costs also differ depending on what materials have been used to construct the mortgagor's home, and can also increase dramatically if there's a mass disaster. The insurance policy's annual renewal may be a good time for the mortgagor to review their insurance.

If the mortgagor changes their property in any way, the customer should also consider reviewing the amount they're insured for.

**We need you to confirm capacity**

We need you to confirm the capacity of everyone signing our agreements, but we only expect you to do this acting to the standard of a prudent and competent solicitor.

Talk to each party and make any other enquiries you think reasonable. We expect you to decide whether there are capacity issues or confirm that the parties have the power to sign or be bound by our agreements. We've set out our general expectations below, but the list isn't exhaustive and we rely on you to decide what steps to take in the circumstances.

Companies	<ul style="list-style-type: none"><li>• Check a company has the power to enter the agreement and be bound by it.</li><li>• Check the constitution doesn't restrict transactions the company can enter or security it can give.</li><li>• Check directors or shareholders have given solvency certificates, major transactions resolutions, or other approvals, if needed. Where a director is interested in a transaction, you may also need to check that director has or will note the interest on the company's register and the company's entitled persons have consented.</li></ul>
Trusts, partnerships, or estates	<ul style="list-style-type: none"><li>• Check trust or partnership deeds or wills for limits on what the trustees, partners, or executors can do. Can the trustees, partners, or executors borrow or give security like mortgages and guarantees?</li></ul>
Individuals	<p>You may want to consider the following questions:</p> <ul style="list-style-type: none"><li>• Do you reasonably believe the individual understands the transaction?</li><li>• Could the individual be under duress or does their age or relationship with anyone put their ability to enter the transaction freely at risk?</li><li>• Is the individual old enough to enter the transaction and have it enforced against them?</li><li>• Do you believe the individual may have difficulties reading the documents? Is the person fluent in English? Would it help understanding if a translation is given?</li><li>• Have you checked whether we provide information about the loan in the person's preferred language?</li><li>• Do you believe the individual may have reduced mental capacity or could be under the influence of drugs or alcohol? We accept you're a solicitor and not assessing this as a doctor — but is there anything that gives you cause for concern? Would a medical certificate be prudent?</li></ul>

Rather than direct enquiries about capacity, your enquiries may be a course of discussions about the transaction and signing of agreements. The steps followed should allow you to form an opinion about capacity, acting as a prudent and competent solicitor.

If, after enquiring, you hold concerns about capacity, tell us immediately. We'll decide if we need to do anything more before we go ahead. For example, we may ask for a medical certificate.

**We need you to confirm identity**

We check identity to meet our duties under laws, like the Anti-Money Laundering and Countering Financing of Terrorism Act. But for our documents to be enforceable and valid, we rely on you checking the identity of all parties to the transaction too, following any relevant laws or codes of practice applying to you.

**We have specific rules around who signs our agreements**

We set out below our requirements when people sign our agreements.

Individuals	All individuals must sign.
Companies	<p>If there's more than one director — at least two directors must sign. If there's only one director — that director must sign and someone must witness their signature.</p> <p>If the company's constitution is stricter than set out above, then you must meet the rules in the company's constitution.</p>
Trusts	All trustees must sign.
Partnerships	All partners must sign.
Limited partnerships	A general partner or authorised person must sign. Someone must witness the general partner's or authorised person's signature. If the general partner is a company, follow the steps for a company above.
Incorporated societies and charitable trusts	All signatories listed in the rules of the society or trust must sign. For charitable trusts, an authorised person must stamp the society or trust's seal on the document if it is in the form of a deed. This is not needed for incorporated societies.
Informal groups and associations	All members must sign.

If our documents say they're in the form of a deed, please have signatures witnessed (for companies and general partnerships, follow the requirements above). Our staff must not witness lending or security documents — this protects us and the person signing.

The customer will need to meet any costs of using those services.

**The customer can execute in other ways**

If the customer cannot use an electronic execution platform they can:

**We allow people to sign electronically**

Most of our lending and security documents can be signed electronically. See below for details of documents which can't be signed electronically.

- attach an electronic signature if they have one, and email you the documents, or
- print, sign, scan, and email you the documents.

You may want to watch or support the customer doing this using video chat. Some documents must not be signed electronically

**We prefer you use an electronic execution platform**

There are many electronic execution platforms available. For example, you can use the Auckland District Law Society's Secure Digital Signing process. You can find more information about that platform at [www.adls.org.nz](http://www.adls.org.nz) – see 'webforms and digital signing'.

**Some documents must not be signed electronically**

We can't accept some documents signed electronically where:

- we've asked you to return an original of that document in our instruction letter, or
- any party grants a power of attorney in the document (including our General or Specific Security Agreements, Deed of Subordination, Deed of Covenant, Deed of Waiver Lease for Life).

See also the section 'You can email us documents we've asked for'.

**What to do when returning electronically executed documents**

When you return any documents, please make it clear if the document was electronically executed, including any platform used.

We're relying on you:

- following any guidelines or procedures the relevant platform set
- ensuring any requirements in the Contract and Commercial Law Act around electronic signatures are met, and
- ensuring the relevant people added a signature or name to the documents, and their electronic execution was witnessed where required.

You must not amend your solicitor's certificate if documents were executed electronically. We rely on your undertaking in your solicitor's certificate that the documents are enforceable, including when executed electronically.

We will also need a copy of the executed document returned – we cannot rely on documents held by or that can only be accessed through third party document services. If you have used an electronic execution platform, please also provide us with any evidence summary generated by that platform.

Where you haven't used an electronic execution platform, we'll also need the customer's full email returning any executed documents to you for evidence reasons. The customer's email should confirm they attached their electronic signature and agree to be

bound by the documents. We suggest asking the customer to send you the documents separately, to avoid any privileged or personal information from their discussions with you being included in error.

**What to do if a document needs to be witnessed**

You can witness the customer sign, including electronically, in person or by video call.

To do this, you will need to have the customer show you the document they'll be signing, and then you will need to see them take the steps needed to execute the document. They may need to share their computer screen to do this or use a second device.

We expect in these circumstances that you can confirm you witnessed the execution by completing and signing the agreement's witness block or through the electronic execution platform if available.

If not, you will need to confirm to us in writing:

- when and how you witnessed the customer execute the document
- you saw the customer attach their signature, and
- your full legal name, your address, and your occupation.

Otherwise, an adult over 18 years old may witness the customer executing the document, including electronically.

- That person must not also be a borrower or security provider and must meet any requirements for a witness.
- That person will also need to separately email you with the confirmation above (unless they have completed and signed the witness block or have witnessed through the electronic execution platform if available).

**Get our agreement before an attorney signs**

We ask that the people signing our agreements do so personally. Please get our prior, written agreement if an attorney or a property manager is to sign any document for any party.

We may not always agree to let an attorney or property manager sign — we're not legally obliged to do so and will consider the circumstances before deciding. If we do agree, here's what you'll need to do:

- We'll need a copy of the certificate of non-revocation.
- You must confirm the attorney or property manager has the capacity and power to sign.
- Please explain and disclose any agreements to the grantor, as the borrower, security provider, or guarantor — unless an attorney is signing because the grantor lacks capacity.
- If the grantor lacks capacity, you may need to check the attorney is acting in the grantor's best interests under the Protection of Personal and Property Rights Act.
- If a company's director can't sign personally, we'll only accept a Power of Attorney the company itself has given. Or, an alternate director can sign. If an alternate director signs, you'll need to be comfortable when giving your solicitor's certificate that the company has properly appointed the alternate director.
- If a trustee can't sign personally, please check that one of the circumstances in the Trusts Act applies. Check the Power of Attorney allows the attorney to act for the grantor as trustee. Check the attorney isn't the only other trustee of the trust, and that the trustee is temporarily incapacitated or overseas.

**Each party must get copies of agreements**

Make sure everyone gets a copy of agreements they sign, as well as any loan, facility or security agreements, guarantees, or terms and conditions booklets we sent you to give them. Please tell the borrowers that if they have an account with us the General Terms & Conditions apply to that account, and that a copy is available on anz.co.nz or can be requested at any branch, free of charge. For some large institutional customers, the General Banking Conditions, rather than our General Terms & Conditions may apply.

We rely on you giving the following documents, as sent with our instruction letter, as disclosure including under the Credit Contracts and Consumer Finance Act or common law (as applicable) and in the case of consumer credit contracts within initial disclosure timeframes in the Act:

- For borrowers give all loan or facility agreements signed and any new or varied security agreements
- For guarantors give the guarantee, any loan or facility agreements that guarantee secures or the summary disclosure document for them, and any new or varied security agreements, and
- For security providers give any new or varied security agreements.

We don't rely on you to confirm the content of our agreements meets our disclosure duties under the Act. But if we've sent you a business loan when you know the borrower will use the money lent for personal, domestic, or household purposes — tell us immediately. Also contact us if you're aware a document is missing.

We have some requirements when registering e-Dealings

When registering transactions on e-dealings, we expect you to comply with any relevant laws or codes of practice applying to you.

We agree you can delegate authority to register to someone else. But if delegating this authority, make sure your delegate follows our instructions and complies with relevant laws and codes of practice too — we rely on your undertakings that our instructions were met.

We accept laws restrict our ability to enforce

We accept our ability to enforce any loan, facility, or security agreement or guarantee depends on consumer protection, insolvency, and other laws affecting creditor rights, enforcement, and priority.

We agree your undertakings in your solicitor’s certificate are subject to those laws and general limits on our ability to enforce. You don’t 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’re aware of specific circumstances that may affect our ability to enforce.

We also accept responsibility for the pre-printed or pre-completed contents of our documents. Again, tell us if you become aware that anything in the documents is wrong or details are missing.

New Zealand law applies to our instructions

All references in our instruction letter and these general instructions are to New Zealand laws, including New Zealand legislation. The references include any replacements or amendments to those laws. New Zealand dates, times, and currencies apply, unless stated.

We don’t need advice for foreign law documents and foreign entities

We don’t need you to advise on any foreign law applying to our loan, facility, or security agreements or guarantees. We agree that the enforceability undertaking in your solicitor’s certificate doesn’t apply to foreign law documents. If any party is incorporated or established overseas, we agree that the undertakings in your solicitor’s certificate about execution and capacity don’t apply to that foreign entity.

Your solicitor’s certificate may be for the benefit of other ANZ group members

We may ask for documents to which other ANZ group members are a party or a beneficiary. If that happens then our instructions and your solicitor’s certificate are for the benefit of those other ANZ group members, unless we’ve said otherwise.

Your solicitor’s certificate may cover postponers and other secured parties

If we’ve asked for a postponement or priority arrangement, we’ll name the postponer or other secured party in your solicitor’s certificate. Your execution and capacity undertakings will cover those entities unless they’re registered banks, registered non-bank deposit takers, or we’ve otherwise agreed they can be excluded.

We confirm our authority to discharge mortgages in our predecessor’s name

If we ask you to vary or discharge a mortgage held by one of our predecessor companies, we confirm we have authority to do that. We set out below how mortgages held by our predecessor companies have vested in ANZ Bank New Zealand Limited — but if you have questions, please ask.

ANZ National Bank Limited

On 29 October 2012, ANZ National Bank Limited changed its name to ANZ Bank New Zealand Limited. We recorded the change in mortgagee e-dealing number 9266311, registered 9 January 2013 by Land Information New Zealand.

ANZ Banking Group (New Zealand) Limited and The National Bank of New Zealand Limited

On 26 June 2004, The National Bank of New Zealand Limited amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited. Mortgages The National Bank of New Zealand Limited or ANZ Banking Group (New Zealand) Limited held became property of ANZ National Bank Limited as the amalgamated company under Part XIII of the Companies Act 1993.

The Rural Bank Limited

The National Bank of New Zealand Limited Act 1994 vested mortgages held by The Rural Bank Limited in The National Bank of New Zealand Limited.

The Rural Banking and Finance Corporation of New Zealand Limited

The Rural Banking and Finance Corporation of New Zealand Limited changed its name to The Rural Bank Limited. We evidenced the change in number 552593.1 registered with the North Auckland Registry

The Rural Banking and Finance Corporation

The Rural Banking and Finance Corporation of New Zealand Act 1989 vested mortgages held by The Rural Banking and Finance Corporation in The Rural Banking and Finance Corporation of New Zealand Limited.

State Advances Corporation

The Rural Banking and Finance Corporation Act 1974 (substituted by section 2 of the Rural Banking and Finance Corporation Amendment Act 1976) deals with mortgages held by State Advances Corporation. That Act vested mortgages held by State Advances Corporation in The Rural Banking and Finance Corporation of New Zealand.

Countrywide Banking Corporation Limited and its predecessors

On 27 November 1998, The National Bank of New Zealand Limited amalgamated with Countrywide Banking Corporation Limited to become The National Bank of New Zealand Limited. All mortgages held by Countrywide immediately before amalgamation are recited in statutory declarations deposited at each Registry.

Registry	as number	Registry	as number
North Auckland	D067766.1	South Auckland	B378564.1
Gisborne	213065.1	Hawkes Bay	648958.1
Taranaki	437081.1	Wellington	B547884.1
Marlborough	188028.1	Nelson	363124.1
Canterbury	A269080.1	Westland	106156.1
Otago	919874.1	Southland	245729.1



Post Office Bank Limited

On 1 December 1994, Post Office Bank Limited amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ Banking Group (New Zealand) Limited. All mortgages held by Post Office Bank Limited became the property of ANZ Banking Group (New Zealand) limited as the amalgamated company under Part XIII of the Companies Act 1993.

HM Queen / Post Office Bank

The ‘State Owned Enterprises (Post Office Bank Limited) Mortgages Order 1987’ applies. Under the Order, references to ‘Her Majesty the Queen acting by and through the Postmaster General for the Post Office Savings Bank created under the Post Office Act 1959’ are references to Post Office Bank Limited.

ANZ Savings Bank

The Private Savings Banks (Transfer of Undertakings) Act 1992 vested mortgages held by ANZ Savings Bank in ANZ Banking Group (New Zealand) Limited.

Australia and New Zealand Banking Group Limited

The ANZ Banking Group (New Zealand) Act 1979 vested certain historic mortgages held by Australia and New Zealand Banking Group Limited in ANZ Banking Group (New Zealand) Limited.

Our parent company Australia and New Zealand Banking Group Limited in Australia and branches in Singapore, Hong Kong, and Japan, register mortgages over New Zealand properties. If you’re unsure if a mortgage is vested in ANZ Bank New Zealand Limited or belongs to our parent company, please ask.

Australia and New Zealand Bank Limited

The Australia and New Zealand Banking Group Act 1970 vested mortgages held by Australia and New Zealand Bank Limited in Australia and New Zealand Banking Group Limited.

Union Bank

Mortgages held by the Union Bank were assigned to Australia and New Zealand Bank Limited by Deed of Transfer dated 22 June 1955.