

## Financial Declaration and Acknowledgement

Buying your first home is an exciting milestone but it also represents one of the biggest long term commitments you are likely to make.

The Queenstown Lakes Community Housing Trust (QLCHT) wants you to be confident that you understand the obligations you are taking on, and that in order to do so you have sought independent advice from an appropriately qualified and/or experienced person in the likes of finance and budgeting regarding your purchase and your mortgage arrangements. Further, the Trust asks that you confirm that your legal representative has explained how the Shared Ownership programme operates in detail.

I/We, **xxxxx** as applicant/s, for the QLCHT Shared Ownership Programme declare and acknowledge:

1. That as part of the application process we have taken sufficient and adequate advice so as to ensure:
  - a. That I/we know and have established that I/we can without undue hardship meet all household and other related financial obligations
  - b. That reasonably unforeseen circumstances that could detrimentally affect my/our ability to meet such financial obligations have been considered and provided for.
  - c. That I/we have made enquiries and have satisfied myself/ourselves that the finance I/we have arranged is competitive in the market place.
  - d. That I/we have undertaken adequate and appropriate financial due diligence so as to ensure that I/we have established that I/we will be able to meet the financial obligations I/we will assume under the QLCHT Property Sharing Agreement.
2. That I/we have had every opportunity to take all or any other advice I/we may think appropriate and that we are not proceeding based on any representation or otherwise made by any QLCHT trustee, officer or agent.
3. That I/We have had explained to me/us by an independent solicitor the effect and implications of the QLCHT Shared Ownership Programme and the Property Sharing Agreement and record that we understand the same.
4. That under no circumstances in respect to the QLCHT Shared Ownership Programme shall I/we commence, pursue or be a party to any claim against QLCHT in respect to any actions of QLCHT made in good faith.
5. QLCHT shall not be liable for any costs, claims or damages arising out of their administration of the Shared Ownership Programme or the Applicants decision to enter it whether in contract, negligence, tort or otherwise.

Date:

Signed by **xxxxx** as Shared Home Owner(s)

\_\_\_\_\_ **xxxxx**

\_\_\_\_\_ **xxxxx**

In the presence of:

I, ..... of ..... Solicitor,  
certify that before **xxxxx** signed this Declaration and the Property Sharing Agreement I explained to **xxxxx** its effects and implications.

Signature: \_\_\_\_\_