

Please mail to Anglican Financial Care, PO Box 12 287, Thorndon, Wellington 6144 or email office@angfincare.nz

1. Member details

Title	First name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of birth	Daytime / mobile phone	
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> (0) <input type="text"/>	
IRD number		
<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>		
Postal address	Number / Street / PO Box	
<input type="text"/>	<input type="text"/>	
	Suburb / City	Postcode
	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	

2. Withdrawal options [please choose one]

- | | |
|--|--|
| <input type="checkbox"/> First home purchase withdrawal request
See notes - Section A | <input type="checkbox"/> Previous owner's home withdrawal request
See notes - Section B |
|--|--|

3. Withdrawal amount [please choose one]

- | | |
|--|--|
| <input type="checkbox"/> All eligible* funds in my Complying Fund Section
Locked-in account at the time of withdrawal | <input type="checkbox"/> A partial withdrawal of: <input type="text"/> \$ <input type="text"/>
or all eligible* funds at the time of the withdrawal
if this is a lesser amount |
|--|--|

See notes - Section C

4. How withdrawal will be applied [please choose one]

- | | |
|---|---|
| <input type="checkbox"/> The funds withdrawn will be applied (in the first instance) towards paying a deposit on the property (with any residue then applied towards the balance of the purchase price at the settlement) | <input type="checkbox"/> The funds withdrawn will be applied solely towards paying the purchase price of the property at settlement |
|---|---|

5. Payment details

Anglican Finance Care can only make a payment in New Zealand dollars to a solicitor's or conveyancing practitioner's trust account, being a New Zealand bank account.

Solicitor or Practitioner's name	Firm
<input type="text"/>	<input type="text"/>
Postal address	Number / Street / PO Box
<input type="text"/>	<input type="text"/>
	Suburb / City
	<input type="text"/>
	Postcode
	<input type="text"/>
Email	Daytime phone / mobile
<input type="text"/>	<input type="text"/> (0) <input type="text"/>

6. Statutory declaration

Full name

I

Address

of

Occupation

declare that:

1. All the information provided in or with this application is true and correct;
2. I am a member of The New Zealand Anglican Church Pension Fund (a Complying Superannuation Fund) and have been a member of a KiwiSaver scheme or a Complying Superannuation Fund for at least three years;
3. I have never made a withdrawal from a KiwiSaver scheme or Complying Superannuation Fund for home purchase;
4. The property I purchase in connection with this application is intended to be my personal place of residence;
5. I have never owned an estate in land or if I have, I attach written confirmation from Housing New Zealand confirming my eligibility for a previous owner's home withdrawal;
6. I understand that should the information given be incomplete or incorrect, the Trustee will not be able to complete their assessment of my home purchase withdrawal application;
7. I understand that acceptance of my application for a home purchase withdrawal is subject to the approval of the Trustee and to the Trustee receiving:
 - i. a pre-printed bank deposit slip for my solicitor's or conveyancing practitioner's trust account; and
 - ii. a certificate from my solicitor or conveyancing practitioner attaching a copy of the Sale and Purchase Agreement which clearly shows me as the purchaser and contains undertakings (in a form acceptable to the Trustee) relating to the status of that Agreement and the application of funds withdrawn;
8. I understand that the value of my withdrawal amount will be calculated at the date my request is processed and may fluctuate;
9. I agree that the Trustee may obtain from my solicitor or conveyancing practitioner any additional information that they need in order to process this application, and I hereby authorise my solicitor or conveyancing practitioner to give such further information (a photocopy of this authorisation shall be read as the original); and

Please choose one option (this relates to the withdrawal of Government Contributions):

during my Complying Fund Section membership period, there were no periods when my principal place of residence was not New Zealand, or

during my Complying Fund Section membership period, New Zealand has been my principal place of residence except during the periods set out below (please specify):

From

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 to

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

From

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 to

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

and during my time living overseas I was was not working for a charitable organisation.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Signature of applicant

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Declared at this place

Printed name of witness

Before me:

In my capacity as Justice of the Peace, Solicitor, Notary Public or other person authorised to take statutory declarations.

Position

Signature

7. Notes

Section A - First home purchase withdrawal

You can withdraw funds for a first home purchase if:

- » you have been a member of a KiwiSaver scheme or a Complying Superannuation Fund for at least three years; and
- » have not previously made a home purchase withdrawal from this or any other KiwiSaver scheme or Complying Superannuation Fund; and
- » this withdrawal is to be used to purchase your principal place of residence (i.e. not a rental property) in New Zealand; and
- » you have not previously owned an estate in land¹ alone or jointly or you are eligible for a second chance home purchase withdrawal.

¹Limited exceptions apply, including where you have only ever owned (or co-owned) land as a trustee - contact us if you would like more information.

Section B - Previous owner's home withdrawal

If you are seeking a second-chance home purchase withdrawal, then you will need to meet the requirements in the first three bullet points above and also enclose confirmation from Housing New Zealand stating that it is satisfied you are a "qualifying person" for the purpose of the second chance home purchase withdrawals facility. For more information, or to complete the necessary form please contact Housing New Zealand on 0508 935 266 or visit its website www.hcnz.co.nz.

Section C - Withdrawal amount

*** You must leave a minimum of \$1,000 and any transferred Australian savings in your account.**

Note:

- » Any amount withdrawn will be deducted:
 - first from your own and any employer contributions (and your investment earnings); and
 - second from your Government contributions.
- » Following any withdrawal, you will remain a member of The New Zealand Anglican Church Pension Fund and the KiwiSaver Act contribution requirements will continue to apply.
- » The New Zealand Anglican Church Pension Fund will adjust your withdrawal transaction for any tax liability arising as a result of your withdrawal request.
- » Acceptance of your home purchase withdrawal request is at the discretion of the Trustee.

8. Privacy Act statement

The information collected on this form will be held by Anglican Financial Care. It is intended for use by those who require access to your information for the administration of your account and this withdrawal application. If you do not supply the information requested your request may be declined. The applicant authorises Anglican Financial Care to collect personal information from other sources that it may need in order to assess this home withdrawal request. You have the right to access and/or correct any personal information held by us.

Please ensure you complete and return BOTH this form and the solicitor's or practitioner's letter and include any supporting documentation required.

Please mail to Anglican Financial Care, PO Box 12 287, Thorndon, Wellington 6144 or email office@angfincare.nz

1. Solicitor's or practitioner's letter

To: Trustee of The New Zealand Anglican Church Pension Fund

Full name of Member

Re: (the Member)

We refer to the Member's application for a home purchase withdrawal from The New Zealand Anglican Church Pension Fund (the Application), which relates to the purchase of:

Number / Street

Suburb / City

Postcode

The currently anticipated settlement date for the purchase of the property is:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

2. Documents

We enclose copies of:

The agreement for sale and purchase of the property with:

Full name of Vendor

 (the Vendor)

dated:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 (the Agreement) and our pre-printed bank deposit slip.

We confirm that we act for the Member, who is interested in purchasing the property under the Agreement.

3. Undertaking

I /we undertake to you that:

1. as at the date of this letter the Agreement remains subject to a condition or conditions which have yet to be either fulfilled or waived (i.e. the Vendor and the Purchaser(s) are not yet contractually obliged to settle);
2. such funds are received by us/me pursuant to the Application and are to be applied towards paying a deposit under the Agreement (the Deposit Funds) will be held by a stakeholder who is obliged to:
 - i. hold the Deposit Funds while the Agreement is conditional; and
 - ii. repay the Deposit Funds to us/me if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date (except where non-completion of the settlement is due to the Member's default);
3. I/we will repay to you as soon as practicable on account of the Member (with no further deductions or disbursements) any Deposit Funds that the stakeholder repays to us/me if settlement is not completed; and
4. any funds received by us/me pursuant to the Application which exceed the amount to be applied towards paying a deposit under the Agreement:
 - i. will be paid to the Vendor as part of the purchase price on settlement of the Agreement; or
 - ii. if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date, will be repaid to you as soon as practicable on account of the Member with no deductions or disbursements.

3. Undertaking (Cont.)

The undertakings in paragraph 2 above are restricted to confirming that the stakeholder owes obligations:

- » to hold the Deposit Funds while the Agreement is conditional, and
- » to repay the Deposit Funds to us/me if settlement to the Agreement is not completed as described

I/we give no undertaking that the stakeholder will actually comply with these obligations, and accordingly I/we accept no liability in the event that the stakeholder breaches either obligation.

I confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Name of firm:

Name of Partner /
Principal certifying:

Signature of Partner /
Principal:

Date:

D	D	M	M	Y	Y	Y	Y
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This certificate must be signed by the practice principal or a partner.

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1. Solicitor's or practitioner's letter

To: Trustee of The New Zealand Anglican Church Pension Fund

Full name of Member

Re: (the Member)

We refer to the Member's application for a home purchase withdrawal from The New Zealand Anglican Church Pension Fund (the Application), which relates to the purchase of:

Number / Street

Suburb / City

Postcode

The settlement date for the purchase of the property is:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

2. Documents

We enclose copies of:

The agreement for sale and purchase of the property with:

Full name of Vendor

 (the Vendor)

dated:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 (the Agreement) and our pre-printed bank deposit slip.

We confirm that we act for the Member, who is to purchase the property under the Agreement.

3. Undertaking - This certificate must be signed by the practice principal or a partner

I /we undertake to you that:

1. as at the date of this letter any conditions to the Agreement are fulfilled or waived and the Vendor and the Purchaser(s) are unconditionally obliged to settle; and
2. any funds received by us pursuant to the Application (the Funds) will be paid to the Vendor as part of the purchase price; or
3. if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date, the Funds will be repaid to you as soon as practicable on account of the Member with no deductions for disbursements.

I confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Name of firm:

Name of Partner /
Principal certifying:

Signature of Partner /
Principal:

Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---