

FIRST HOME OR SECOND CHANCE WITHDRAWAL

Please read this section before you start completing this form.

About making a first home or second chance withdrawal

- Acceptance of your First Home or Second Chance Withdrawal request is at the discretion of the Trustee. The First Home or Second Chance Withdrawal request will be processed by Mercer.
- If approved, the payment will be made to your Solicitor's trust account.
- Any withdrawal will be deducted proportionately from each investment fund you have invested in.
- Should your property purchase not proceed for whatever reason, the funds withdrawn will be returned to the Trustee for reinvestment in your accounts in the Scheme.
- You cannot backdate your First Home or Second Chance Withdrawal request.

To qualify for a withdrawal you must meet the following criteria:

(Tick as appropriate)

- ☐ I have contributed to the Scheme (and/or any other State Sector retirement savings scheme or KiwiSaver scheme*) **for at least three years** from 1 July 2007; and
- ☐ I have **not previously owned a home or land** (whether alone or jointly with another person);
- OR**
- ☐ I have **owned a home or land before** and Kāinga Ora – Homes and Communities has confirmed that I qualify for a second chance home withdrawal. A certificate from Kāinga Ora – Homes and Communities confirming this is attached; and
- ☐ I intend the home to be my **principal place of residence** (i.e. it cannot be an investment property or holiday house)

* Please provide proof of any time spent making contributions to a State Sector retirement savings scheme or a KiwiSaver scheme if this forms part of the three-year contribution requirement.

! IMPORTANT

The Trustee will require a **minimum of 10 working days** from receipt of your fully completed form in order to arrange payment of your withdrawal request to your solicitor's trust account.

This form must be accompanied by all required supporting information, including your solicitor's letter of undertaking.

If you have any questions regarding your withdrawal request's progress, please contact us on **0508 4 TEACH** (0508 4 83224).

Member to complete Steps 1 to 7 (please use **BLOCK** letters).

Step 1. Complete your personal details

Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Ms <input type="checkbox"/>	Miss <input type="checkbox"/>	Other (please specify) <input type="text"/>
Surname/family name		Given names		
<input type="text"/>		<input type="text"/>		
Home/private address:				
Number	Street Name			
<input type="text"/>	<input type="text"/>			
Suburb	City	Postcode		
<input type="text"/>	<input type="text"/>	<input type="text"/>		

Continued

Step 1. Complete your personal details (continued)

Work phone

Home phone

Mobile

E-mail*

MoE number

Date of birth

 / /

School employed at

School number

* I acknowledge that by providing my email address, I am consenting to receiving information about the Scheme (including the annual report) electronically. Should I not wish to receive such information electronically, or should my email address change, I undertake to advise Mercer (N.Z.) Limited, the Scheme's administration manager.

Privacy policy

Personal information on this form and in relation to your account will be handled by the Trustee and Mercer to provide and manage your withdrawal request.

Your personal information may be disclosed to Mercer and other third parties (including your solicitor) as required, to the extent necessary for the purposes of processing your withdrawal request.

Your rights in relation to personal information are governed by the *Privacy Act 2020* and you have the right to access and request correction of personal information held about you. Please contact the Plan Secretary.

Step 2. Amount of withdrawal

You may apply to make a full or partial withdrawal of your savings in the Scheme (excluding your Employer Account).

Subject to the requirements of the Scheme's trust deed, I request (tick one only):

☐

A partial withdrawal of \$ from my available accounts in the Scheme;

OR

☐

A full withdrawal of my available accounts in the Scheme.

Step 3. Application of withdrawal

The funds withdrawn will be applied (tick one):

☐

in the first instance, towards paying a deposit on the property (with any residue then applied towards the balance of the purchase price at settlement);

OR

☐

solely towards paying the purchase price of the property at settlement.

Step 4. Confirmation of your identity and residential address

If you have not previously done so, you must provide confirmation of your identity and residential address. This information is required under the *Anti-Money Laundering and Countering Financing of Terrorism Act*. We cannot make any benefit payment until it has been received.

For details of what is required, including completing the *Confirmation of identity and residential address form (Form 11)*, refer to the *Confirmation of identity guide* in the *Documents & forms* section of the Scheme website, www.teachersretire.org.nz.

Please tick one:

☐

I have previously provided confirmation of my identity and residential address;

OR

☐

Attached are the completed *Confirmation of identity and residential address form* and copies of the required documents, certified where necessary.

Step 5. Solicitor's details

Name

Firm name

Address:

Number

Street Name

Suburb

City

Postcode

Telephone

E-mail

Step 6. Statutory declaration

I, _____ (Name of person making declaration),

of _____ (Address),

being a member of the Teachers Retirement Savings Scheme, confirm and declare that:

- I have been a contributing member of the Scheme (and/or another State Sector retirement savings scheme or KiwiSaver scheme) for three or more years since 1 July 2007.
- I have read the privacy information in Step 1 of this form.
- I have not made a withdrawal for a First Home or Second Chance Withdrawal before.
- The property I am purchasing is intended to be my principal place of residence.
- I understand that, should the information given be incomplete or incorrect, the Trustee will not be able to complete its assessment of my withdrawal request.
- I understand and accept that neither the Trustee nor Mercer accepts any liability for delays in processing this withdrawal request, including liability for any loss or penalty I may sustain as a result of delay or failure in completion of settlement of my intended property purchase.
- I understand that my withdrawal request is subject to the approval of the Trustee, and the Trustee receiving:
 - a bank-encoded deposit slip for my solicitor's trust account; and
 - a certificate from my solicitor enclosing a copy of the sale and purchase agreement, under cover of the solicitor's letter in the form shown on the following pages (either together with this First home or second chance withdrawal form or separately from my solicitor).
- I understand that my withdrawal value will be based upon the monthly interest rate applicable at the date my withdrawal request is processed.
- I understand that should my property purchase not proceed for whatever reason, the funds withdrawn will be returned to the Trustee for reinvestment in the Scheme.
- Any solicitor who has or will provide information about my withdrawal may be approached by Mercer, and I hereby authorise such solicitor to give such further information about this purchase as may be requested by Mercer. A photocopy of this authorisation shall be read as the original.

I solemnly and sincerely declare that the information provided by me is true and correct.

I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths and Declarations Act 1957*.**Signature of person making the declaration:****Declared at** _____ (Location),

this _____ day of _____ (month) 20 _____ (year).

Before me:**Signature of person before whom the declaration is made:****Note:** The Scheme's Confirmation of identity guide fact sheet provides a list of who can legally witness a statutory declaration.**Name, occupation and address of person before whom the declaration is made:**

_____ (Full name)

of _____ (Address),

_____ (Occupation).

MoE number



BEFORE YOU RETURN THIS FORM

Have you attached, where required:

☐

Your solicitor's letter of undertaking?

☐

A copy of the sale and purchase agreement?

☐

Your solicitor's bank-encoded deposit slip?

☐

A second chance withdrawal confirmation from Housing New Zealand?

☐

Proof of time spent contributing to a KiwiSaver or State Sector retirement savings scheme?

☐

Documents confirming your identity and address?

Step 7. Return instructions

Member to retain a copy of this form.



Member to send the original to Teachers' scheme Administrator, Mercer (N.Z.) Limited, PO Box 1849, Wellington 6140 or by email to nztrssep@mercerc.com.

EXAMPLE ONLY:

SOLICITOR'S LETTER – ALL FUNDS TO BE PAID AT SETTLEMENT

To: Public Trust as Trustee of the Teachers Retirement Savings Scheme

Re: _____ (the Member)

Scheme membership number: _____

We refer to the Member's application for a First Home or Second Chance Withdrawal from the Scheme (the Application), which relates to the purchase of: _____ (the Property).

The settlement date for the purchase is: _____ / _____ /20____.

Documents

We enclose copies of:

1. the agreement for sale and purchase of the Property with _____ (the Vendor) dated _____ / _____ /20____ (the Agreement); and
2. our bank-encoded deposit slip.

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

Undertaking

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 the 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 or disbursements.

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

Name of legal firm: _____

Signature of partner in firm: _____

Name of partner in firm: _____

Dated: _____ / _____ /20____

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

EXAMPLE ONLY:

SOLICITOR'S LETTER – FUNDS TO BE APPLIED TO DEPOSIT, WITH ANY RESIDUE PAID AT SETTLEMENT

To: Public Trust as Trustee of the Teachers Retirement Savings Scheme

Re: _____ (the Member)

Scheme membership number: _____

We refer to the Member's application for a First Home or Second Chance Withdrawal from the Scheme (the Application), which relates to the purchase of: _____ (the Property).

The settlement date for the purchase is: _____ / _____ /20____.

Documents

We enclose copies of:

1. the agreement for sale and purchase of the Property with _____ (the Vendor) dated _____ / _____ /20____ (the Agreement); and
2. our bank-encoded deposit slip.

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

Undertaking

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 as are received by us 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:
 - hold the Deposit Funds while the Agreement is conditional; and
 - repay the Deposit Funds to me/us 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. 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 if settlement is not completed; and
4. any funds received by us pursuant to the Application which exceed the amount to be applied towards paying a deposit under the Agreement:
 - will be paid to the Vendor as part of the purchase price on settlement of the Agreement; or
 - 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.
5. 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 if settlement of the Agreement is not completed as described.
6. we give no undertaking that the stakeholder will actually comply with these obligations, and accordingly 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 legal firm: _____

Signature of partner in firm: _____

Name of partner in firm: _____

Dated: _____ / _____ /20____

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