

The Law Association of New Zealand releases new Eleventh Edition Agreement for Sale and Purchase of Real Estate form

The Law Association of New Zealand Incorporated (formerly the Auckland District Law Society) released the new Eleventh Edition of the Agreement for Sale and Purchase of Real Estate on 21 April 2026

Introduction

The Law Association of New Zealand (**TLANZ**) released a new version of the Eleventh Edition Agreement for Sale and Purchase of Real Estate form (**ASPRE**) on Tuesday, 21 April 2026. The updated version includes important changes regarding definitions, vendor warranties, claims for compensation, finance and Overseas Investment Act (**OIA**) consent conditions. One of the most notable changes in the new ASPRE is the terms relating to 'collection of sales information' to comply with upcoming changes to be introduced by the Privacy Amendment Act 2025 on 1 May 2026.

This article provides a summary of the key aspects of the changes to the ASPRE.

Vendor Warranties

The Vendor is required to give several new warranties to the Purchaser under the new ASPRE, as follows:

- that any 'automatic garage door facility' is in reasonable working order (as defined in clause 1, and per the updated chattels list in Schedule 2);
- that any "restricted building work" (as defined in the Building Act 2004) done on the property on or after 13 March 2012 was carried out or supervised by a "suitably qualified person" ([see Restricted Building Work](#) for more information).

- if the property is a Unit Title, since the date of the ASPRE the Vendor has not voted in a Body Corporate meeting on any matter that would alter the unit title warranties set out in the ASPRE without the Purchaser's written consent.

Finance Condition

Previously, if the ASPRE was conditional on the Purchaser obtaining finance, the Purchaser could cancel the ASPRE on the basis that it was not able to procure finance by the conditional date, only if the Purchaser provided a "satisfactory" explanation of the "grounds relied upon" to the Vendor.

Now, the Purchaser needs only provide a "reasonable" explanation of the "steps taken" to arrange finance. This change in wording ensures that the Purchaser is held to an objective standard rather than to the Vendor's subjective satisfaction.

Overseas Investment Act Consent Condition

Previously the Vendor had no obligation to "do anything" in terms of the Purchaser obtaining consent from the Overseas Investment Office where the ASPRE was subject to the Purchaser obtaining Overseas Investment Act (**OIA**) consent. The new ASPRE sets an expectation that the Vendor will "take reasonable steps" to enable the Purchaser to fulfil the OIA consent condition.

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Claims for Compensation

A party may allege a breach of the contract and claim for compensation from the other party under the ASPRE. Previously, the claimant was only allowed to make one claim, and was required to notify the other party of the claim on or before the last working day prior to the settlement date.

Now, the claimant must serve notice on the other party "as early as reasonably practicable" and no later than the last working day prior to the settlement date. The updated ASPRE has also removed the 'one claim' limit for the parties. As parties need to quantify the loss before making a claim, "as early as reasonably practicable" does not necessarily mean immediately but allows time accounting for a reasonable period of assessment.

Collection of Sales Information

On 1 May 2026 the Privacy Amendment Act 2025 will introduce the new 'Information Privacy Principle 3A' which requires that businesses and organisations must take reasonable steps to inform individuals when they collect their personal information indirectly ([see New Privacy Rules](#) for more information).

The new version of ASPRE treats any information REINZ receives from a real estate agent relating to a sale (e.g. sale price, address and other property details) combined with other information on REINZ databases as 'personal information' under the Privacy Act 2020.

The updated ASPRE provides that the combined information may be made available to real estate agencies and valuers, and other third parties for:

- appraisals and valuations to prospective vendors or purchasers of properties in the same area as the property;
- publication of reports on the real estate market nationally or in specific locations; and

- research, statistical and predictive analysis for internal use or publication.

Either party is therefore entitled to request access to and the correction of any of their personal information held by REINZ by contacting REINZ via email, post or telephone.

Use of Form

Under the new ASPRE the parties are required to warrant that neither they (nor their lawyer or agent) have altered, removed, or added to the published text of the standard ASPRE in a way that is not "reasonably identifiable". Strikethrough deletions of standard published text, and insertion of additional wording is permitted, provided every change is clear and visible.

Conclusion

The ASPRE will continue to be updated by TLANZ as the industry practice develops and any legislation affecting sale and purchase transactions is amended.

It is important that prospective Vendors and Purchasers have up-to-date information about the standard ASPRE form in order to understand their rights and obligations for a sale and purchase of real estate, and to reduce the risk of disputes arising during the transaction.

Want to know more?

If you have any questions about how these changes will affect you or your future sale and purchase transaction, please contact our specialist [property team](#).