

Terms & Conditions of Inspection Contract



1. Scope of Inspection: –

- 1.1 The pre- inspection or pre-sale inspection will be carried out in accordance with the NZ Standard 4306:2005. The client agrees to be bound by the NZ Standard.
- 1.2 If this document in full or part thereof is used as a maintenance assessment report only to outline the state of the property. It is not to be used as a pre-inspection or a pre-sale inspection for prospective private buyers or for use by real estate agents.
- 1.3 Under the NZ Standard the scope of the inspection is limited to a visual inspection of the components of a premise, which the Inspector has reasonable access to and being in their clear line of sight. A non intrusive moisture meter or infrared camera (when available) will be used around accessible joinery or identified risk areas, however these are an aid only and their results are not conclusive.
- 1.4 The Company's term of trade, which must be accepted either in writing or by the Email returns confirmation, this is an acceptance of the "Terms & Conditions of Inspection Contract," without signature.

2. General:-

- 2.1 The acceptance of these "Terms & Conditions of Inspection Contracts," by our clients is a requirement of our Insurers.

"Disclaimer

- a. This is a report of a visual only, non-invasive inspection of the areas of the building, which were readily visible at the time of inspection. The inspection did not include any areas or components which were concealed or closed in behind finished surfaces (such as plumbing, drainage, heating, framing, ventilation, insulation or wiring) or which required the moving of anything which impeded access or limited visibility (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil).
 - b. The inspection did not assess compliance with the NZ Building Code including the Code's Weathertightness requirements, or structural aspects. On request, specialist inspections can be arranged of Weathertightness or structure or of any systems including electrical, plumbing, gas or heating.
 - c. As the purpose of the inspection was to assess the general condition of the building based on the limited visual inspection described in (a), this report may not identify all past, present defects. Descriptions in this report of systems or appliances relate to existence only and not adequacy or life expectancy. Any area or component of the building or any item or system not specifically identified in this report as having been inspected was excluded from the scope of the inspection".
- 2.2 This inspection carried out at the client's request is to provide the client with a better understanding of the property conditions as observed at the time of the inspection.
 - 2.3 It is not our policy to give oral advice; we will provide a written report. If you do require the company to give oral advice, we shall not be held responsible for that advice as the advice is the inspector's opinion of the property's condition at the time of the inspection.
 - 2.4 The report is not to be used as a substitute for a final walk-through inspection.
 - 2.5 The Company carries out visual inspection only and will operate the various systems as detailed in this report.
 - 2.6 The goal of the inspection is to identify any major visual deficiencies visible at the time of the inspection requiring immediate major repair.
 - 2.7 The report shall include: grounds, structure, exterior, roofs, plumbing, electrical, interior, and insulation/ventilation. The procedure will be conducted in accordance with NZS 4306:2005 for the listed items.
 - 2.8 The inspection report is prepared for the client based on an above ground visual inspection of the main dwelling to provide general comments on the condition of the components of the building at the time of the inspection and is intended as a guide only.
 - 2.9 Read this report in its entirety to put the inspection, its terminology and its limitations in the proper perspective.

3. Items and Conditions Excluded From the Report :-

- 3.1 Include: Building codes, zoning ordinance violations, geological stability, soil conditions, structural stability, engineering analysis, termites or other infestations, asbestos, formaldehyde, water or air contaminants of any kind, toxic moulds, rotting (non visual), electromagnetic radiation, environmental hazards, appraisal of property value, repair estimates, detached buildings, sheds, underground condition of pool and spa bodies and related piping, items marked as not inspected within the report, private water systems, septic systems, saunas, specialized electronic controls of any kind, elevators, dumb waiters, water softener and purification systems, solar systems, internal system components, security systems, system adequacy or efficiency, prediction of life expectancy of any item or system, minor and/or cosmetic problems, latent or concealed defects. This report does not cover any buildings suffering from rotting homes, leaky homes and toxic mould situations, areas that the inspector believes to be potential problem areas are checked with a non invasive moisture meter. We can only detect rotting of framing by invasive testing which means, removing wall linings. This would not be done without the written consent of the owner. We will consider Weathertightness, regardless of age; however it will not be measured against appendix A of the Standards or to E2/AS1 of the Building Code, Matrix and Evaluation, as this would be subject to a specialist report.

4. Important Information:-

- 4.1 Client needs to be aware that any areas that are concealed, contained, inaccessible, or cannot be seen, due to walls, ceilings, floors, insulation, soils, vegetation, furniture/chattels, stored items, systems, appliances, vehicles, tanks/pipes underground, or any other object, will not be inspected or included in the report. It is possible for problems in a house to be disguised to prevent detection. If you notice anything that was not visible, at the time of your visit and our inspection, on the day you move into the property then you should immediately contact us to discuss.
- 4.2 While all care and effort is taken to discover and record irregularities and defects of the premise at the time of the inspection, it is important to note that the report is based on a visual above ground inspection only. Due to the size, complexity and hidden nature of construction, irregularities and defects may not always be viewed.
- 4.3 The company will not move occupier owned items.

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- 4.4** The inspection and report is intended only as a general guide to help you make your own evaluation of the condition of the home, and is not intended to reflect the value of the premise, nor make any representation as to the advisability of purchase.
As the purpose of this inspection is to assess the general condition of the building based on the limited visual inspection, this report may not identify all past, present or future defects. Descriptions in this report of systems or appliances relate to existence only and not adequacy or life expectancy.
- 4.5** As the purpose of this inspection is to assess the general condition of the building based on the limited visual inspection, this report may not identify all past, present or future defects. Descriptions in this report of systems or appliances relate to existence only and not adequacy or life expectancy.
- 5. Limitations: –**
- 5.1** The inspection is limited to those parts of the property and related equipment that are easily accessible and can be evaluated visually.
- 5.2** The company is unable to alter equipment of systems, appliances, spa/pool equipment, special cycles, or features are not inspected; none of the appliances or equipment will be dismantled, and no determination of their efficiency will be made, opening meter boards, shift furniture, or any storage items against walls or blocking access to openings to sub floor or attic space, if doing so could result in property damage.
- 5.3** The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides or pesticides, of any kind, concealed or covered dry rot. The Inspector does not look for, or comment on, the past use of chemical termite treatments in or around the property.
- 5.4** The inspector does not look for, and is not responsible for, fuel oil, septic or gasoline tanks that may be buried on the property
- 5.5** The client agrees to assume all the risk, for any condition or problems that maybe concealed at the time of the inspection.
- 6. Disputes and Limitation on Liability:-**
- 6.1** The client understands and agrees that any claim against the accuracy of the report, in the form of errors or omissions is limited to the failure on the part of the inspector to follow the New Zealand Standard; NZS 4306:2005 Residential Property Inspection (a copy is held at our office for viewing if required).
- 6.2** Should any dispute arise as a result of the inspection or report, the company or inspector be immediately notified of any dispute in writing within five working days of discovery.
- 6.3** The client agrees that upon raising a dispute, the contents of the report may not be used to satisfy any terms of a sale and purchase agreement until the dispute/disagreement has been resolved.
- 6.4** The client agrees that if, raising a dispute, you use the Inspection report to make an unconditional offer or confirm a sale and purchase agreement, that you waive all of your rights to continue with the dispute, and/or raise any future dispute or claim against the company.
- 6.5** In the event of a complaint/dispute regarding damage to a home, you will allow us to investigate the complaint prior to any repairs to the home being undertaken or completed. You agree that if you do not allow us to investigate the alleged damage before any repairs are carried out that you waive your rights to continue with and/or make any future claim against us.
- 6.6** In the event of any dispute, you agree not to disturb, repair, or attempt to repair anything that may constitute evidence relating to the dispute, except in the case of an emergency.
- 6.7** The client understands and agrees that any failure to notify the company or inspector as stated above shall constitute a waiver of any and all claims for alleged failure to accurately report the condition in question.
- 6.8** Any complaints will be subject to our internal complaints process.
- 7. Exclusive Use: –**
- 7.1** Neither the whole nor any part of this inspection report or any reference to it may be included in any published document, circular or statement whether hardcopy or electronic.
- 7.2** All clients agree that the report shall not be transferred, distributed, given away, be on sold, be copied, to any other party without first obtaining the company's written approval and consent
- 7.3** The report is not to be used in litigation and is intended as a guide.
- 7.4** The information contained in the inspection report is confidential and is for the exclusive private use of the client. No copies will be issued to any other party (vendor or their representative) during negotiations without client written consent.
- 7.5** Use of or reliance upon the information contained herein by other parties is strictly prohibited. This report is intended for the exclusive use of our client. Use of the information contained within the report by any other party is not intended and, therefore, we accept no responsibility for such use.
- Standard Property Report:-**
- 8.1** A standard property report is not intended as a certificate of compliance of the property within the requirements of any Act, regulation ordinance, or by law, or, as a warranty, or an insurance policy against problems developing with the building in the future.
- 8.2** Estimating the cost of remedying defect is not included in a standard property report.
- 9. Vendor:**
- 9.1** The company cannot comment on manufactures recalls or legal actions since it does not have the expertise or information concerning the specific appliance, fixture, or material.
- 9.2** In both new and older premises any existing conditions known or possible conditions that may become an issue, the vendor or vendor's agent is required to notify the inspector at the time of the inspection.

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10. Reasonable Access:-

10.1 "Reasonable access" means access that is safe, unobstructed and which has the minimum clearance specified in the table below (or if the minimum clearance is not available, the area is within the Inspector's unobstructed line of vision)

11. Cancellation Policy:-

11.1 A full inspection fee will be charged, if the client cancels the inspection within the 24-hour period before the scheduled inspection in consideration of us arranging a time for the inspection.

* **Or such other means of access that meet OSH requirements.**

** **From underside of bearers**

| Area | Access man hole | Crawl space | Height |
|---------------|---|---|------------------------------|
| Roof interior | 450 x 400 mm | 600 x 600 mm | Access from 3.6 m ladder * |
| Sub floor | 500 x 400 mm | Vertical clearance Timber floor: 400 mm ** Concrete floor: 500 mm | |
| Roof exterior | *** NOTE: Roof pitch, roofing material and weather conditions may limit or prevent access. | | Access from 3.6 m ladder *** |

11.2 An administration fee of \$100 will be charged, if the cancellation of an inspection by the client is prior to the 24hr period.

11.3 We reserve the right to administer this Cancellation Policy at our discretion.

12. **Invoicing and Payment Policy:- If at any stage it is determined that the client has misinformed us, as to the size of the property and not disclosed the presence of any additional dwellings, separate accommodation (detached or attached), multiple living areas or extra bedrooms at the time of the price quotation. We reserve the right to increase the final bill to suit the properties actual size. Interest will be added at the rate of 10% per month on overdue accounts.**

12.1 An invoice will be within the report and 'Payment' is due in full on delivery of the inspection report, **but no later than 5 working days after the inspection date.**

12.2 Additional requests for overdue payments, including emails, letters and phone calls will incur a charge of \$20 per request.

12.3 No receipt unless requested will be issued.

13. Declined or Cheque dishonoured:-

13.1 Clients that paid by cheque and the cheque is dishonoured when presented, a letter, email or phone call will be used to advise the client of the fact.

13.2 The account will be subject to a \$50.00 late payment and administration fee

14. Debt Collection: -

14.1 The account will be passed to a debt collection agency after 5 working days from the 2nd request letter being emailed out and all costs occurred by the company and those associated with debt collection will be added to the value of the invoice.

14.2 Interest will be added at 10% per month for overdue accounts.

15. Professional liability cover:-

15.1 **N.B. Kiwi Property Inspections Limited confirms current Professional Indemnity Insurance and Public Liability Insurance cover held. This is important as it forms part of the ability to carry out this work in accordance with NZS 4306:2005.**

15.2 These terms and conditions shall apply to any subsequent inspection and report.

15.3 References to recommended contractors, their products and services are provided without warranty, either expressed or implied.

15.4 Kiwi Property Inspections Ltd cannot be held responsible for any incidental, indirect or consequential damage of any kind resulting from the information provided by any of these companies and any business conducted because of such information.

Declaration

I understand and agree to all of the Terms & Conditions of this contract, and agree to pay the fee, which is payable prior to or on receiving the Inspection Report, but no later than 5 working days, unless otherwise arranged with the Inspector. Email return confirmation is acceptance of above without signature.