

## Terms & Conditions of Inspection Contract

### 1. Scope of Inspection: -

- 1.1 The pre-inspection or pre-sale inspection report will be carried out in accordance with the NZIBI guidelines. The client agrees to be bound by this guideline. The inspection is a Visual Inspection Only
- 1.2 Maintenance report; If this document in full, or part thereof, is used to outline the state of the property and premise, it is not to be used as a pre-inspection, or a pre-sale inspection report for prospective or private buyers, or for use by real estate agents.
- 1.3 Under the NZIBI 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 pre-inspection report shall include grounds, retaining walls, house exterior, structure, foundations and sub floor area, roofs, ceiling space, security, plumbing summary, electrical summary, heating summary, interior summary of rooms, checking for operation of all doors windows and hardware, insulation, garage and carport buildings. Random non-invasive moisture testing to high risk areas, e.g. around windows & doors is also included. The report shall reflect conditions as found on the day of the inspection only and the procedure will be conducted in accordance with NZIBI for the listed items.
- 1.5 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 a subject to a specialist report.
- 1.6 Kiwi Property Inspection Ltd reserves the right to update the format/layout of the report as and when required by the changing circumstances within the building Industry
- 1.7 The Company's term of trade, which must be accepted either in writing, or by the Email return confirmation button, 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 or future 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 condition as observed at the point of time of the inspection and the company cannot be held accountable for what happens after this date.
  - 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 goal of the inspection is to identify any major visual deficiencies visible at the time of the inspection requiring immediate major repair.
  - 2.6 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.
  - 2.7 Read this report in its entirety to put the inspection, its terminology and its limitations in the proper perspective.
- ### 3. Important Information: -
- 3.1 Client needs to be aware that this inspection is completely visual and any areas that are concealed or camouflaged, inaccessible, or cannot be readily 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/camouflaged to prevent detection
  - 3.2 While all care and effort are taken to discover and record irregularities and deficiencies 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, deficiencies may not always be viewed. The company will not move occupier owned items.
  - 3.3 The inspection and report are 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.
  - 3.4 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.
  - 3.5 Report on the property is on the date of the inspection. No responsibility is accepted for any matter not existing or evident or for any deterioration occurring after the inspection date.

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- 3.6 Every care has been taken to ensure that the information supplied by the vendor's selling their property privately and real estate agents and their clients is accurate. Kiwi Property Inspection Ltd (KPI) relies on information available to it and will not be held responsible for incomplete or inaccurate information provided, or for any errors or omissions made in good faith.
4. **Inspection and Report Scope and Limitation**
- 4.1 Inspections of the systems at the home are outside of the scope of our report. The Inspector will, however, conduct a cursory inspection of the hot water system, the plumbing system, solar system, the electrical system (including testing the accessible power points and lights in each room). You should note that this will only be the opinion of the Inspector, who is not a qualified plumber, electrician or gas fitter. You should note that our Inspector does not inspect the air conditioning system, dishwashers, stoves, hobs heating systems, aerials, swimming pools, spas or saunas
- 4.2 Any suggestions or recommendations contained in the report are suggestion only and it shall be the responsibility of the person or persons carrying out the work to ensure the most appropriate remedy is carried out in conjunction with any further discoveries, warranty's or manufacturers recommendation and warranty's, and any necessary local authority consents obtained prior to proceeding with remedial work.
- 4.3 The Inspection and report should not be construed as a compliance inspection of any building, legal or territory authority standards, codes or regulations. The report is not intended to be a warranty or guarantee of the present or future weather tightness, adequacy or performance of the structure, its systems, or their component parts. The report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general statements based on information about similar components and occasional variations are to be expected between such estimates and actual experience.
- 4.4 The Inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered.
5. **Limitations: -**
- 5.1 The report should be seen as a reasonable attempt to identify any significant fault or defect visible at the time of the inspection rather than an all-encompassing report dealing with the home from every aspect. The reporting of any significant fault or defect is on an exceptional basis, rather than reporting on items, which are in acceptable condition for their age. Significant fault or defect is defined in the Standards as – "A matter which requires substantial repairs or urgent attention and rectification".
- 5.2 The inspection is limited to those parts of the property and related equipment that are easily accessible and can be evaluated visually.
- 5.3 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.
- 5.4 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 termites and other infestations, or comment on the past use of chemical termite treatments in or around the property.
- 5.5 Excluded from the report includes: Building codes, zoning ordinance violations, geological stability, soil conditions, structural stability, engineering analysis, asbestos, formaldehyde, water or air contaminants of any kind, toxic mould, electromagnetic radiation, appraisal of property value, repair estimates, detached buildings, sheds, items marked as not inspected within the report, private water systems, specialized electronic controls of any kind, elevators, dumb waiters, water softener and purification systems, internal system components, system adequacy or efficiency, prediction of life expectancy of any item or system, minor and/or cosmetic problems, latent or concealed defects. Exclusions also cover any buildings suffering from rotting homes, leaky homes, 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 we are not allowed to do.
- 5.6 The inspector does not look for, and is not responsible for, fuel oil, septic systems or gasoline tanks that may be buried on the property
- 5.7 The client agrees to assume all the risk, for any condition or problems that may be concealed or camouflaged 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 NZIBI guidelines.
- 6.2 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.
- 6.3 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 the company.
- 6.4 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.
- 6.5 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 your rights to continue with the dispute, and/or raise any future dispute or claim against the company.
- 6.6 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.

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- 6.7 Subject to any statutory provisions, if we become liable to you, for any reason, for any loss, damage, harm or injury in any way connected with the completion of the Inspection and/or report, our liability shall be limited to a sum not exceeding the cost of the Inspection and report. We will not be liable to you for any consequential loss of whatever nature suffered by you or any other person injured and indemnify us in respect of any claims concerning any such loss.
- 6.8 Client agrees that any claim, for negligence, breach of contract or otherwise, be made in writing and reported to Company within seven (7) business days of discovery. Client further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Inspector as stated above shall constitute a waiver of any and all claims Client may have against Inspector.
- 6.9 Any complaint/dispute the client may have, must be reported to the company within 6 months (181 days) 6 months from the date of the Inspection, failure to bring said action within (181 days) 6 months of the date of the Inspection is a full and complete waiver of any rights. The client shall have no claim against the company unless reported within the 6-month period (181 days). Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.

### 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 Client(s) 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 actions or causes of actions that may have arisen therefrom.
- 7.3 The information contained in the inspection report is confidential and is for the exclusive private use of the client(s) and relates to the date of the inspection only. No copies will be issued to any other party (vendor or their representative) during negotiations without client written consent.
- 7.4 Use of the information contained within the report by any other party is not intended, therefore, we accept no responsibility for such use. We disclaim all responsibility and accept no liability to any other party.
- 7.5 The report is not to be used in litigation and is intended as a guide.
- 7.6 The purchaser agrees to indemnify and keep indemnified the Building Surveyor and/or the Surveying Company from any and all claims by the vendor or any third party arising from the purchaser's release of all or part of the Building Report and/or Report Summary. Further, the purchaser shall pay all legal costs incurred by the Building Surveyor and/or the Surveying Company arising from such claims.

### 8. 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.

### 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

Area	Access hatch	Crawl Space	Height
Roof interior	450 x 400 mm	600 x 600 mm	Access from 3.6 m ladder
	500 x 400 mm	Vertical clearance	
Sub floor		Timber floor: 400 mm Concrete floor: 500 mm	From the underside of bearers
Roof exterior	NOTE: Roof pitch, roofing material and weather conditions may limit or prevent access.		Access from 3.6 m ladder or such other means of access that meet OSH requirements.

### 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.
- 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 3% per month on overdue accounts.

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- 12.1 An invoice will be sent with the 'Terms and Conditions' and 'Payment' is due prior to or on the date of the inspection in full.  
The building report will not be released until payment is lodged into our bank account noted on the invoice.
- 12.2 Additional requests for overdue payments, including emails, letters and phone calls will incur all debt recovery costs. Penalty interest at the rate of 3% per month, plus an administration charge of \$20.00 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 3% per month late payment plus an administration fee of \$20.00 per request
14. **Debt Collection: -**
  - 14.1 The account will be passed to a debt collection agency if payment is not received in full and the report will be withheld. Costs incurred 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 3% per month for overdue accounts.
15. **Professional liability covers: -**
  - 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.
  - 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 receiving the builders report. Email return confirmation is acceptance of above without signature