

# INSPECT HOUSE NZ TERMS AND CONDITIONS



As part of Kircher Trading Limited trading as Inspect House NZ (“we”, “our”, “us”) are bound by the New Zealand Property Inspection Standards NZS 4306:2005 (the Standards). We will meet the minimum requirements set out in these standards and you as the client agree to be bound by these. We are required to outline the following:

## 1. DEFINITIONS

- (a) **ACCESSORY UNITS** (as defined in the Unit Titles Act). Any area usually with a specified purpose, which does not comprise part of the dwelling unit footprint, but is intended to be used in conjunction with the unit.
- (b) **ANCILLARY SPACES AND BUILDINGS** any area, usually with the specified purpose, which does not comprise part of the dwelling unit footprint.
- (c) **COMMON PROPERTY** An area that is owned collectively by all the unit owners and defined as such in the Unit Titles Act.
- (d) **INSPECTOR** A person, partnership or company qualified and experienced to undertake property inspections.
- (e) **MINOR FAULT OR DEFECT** A matter which, in the view of the age, type or condition of the residential building, does not require substantial repairs or urgent attention and rectification and which could be attended to during normal maintenance.
- (f) **MULTI-UNIT PROPERTY(IES)** Any property that accommodates more than one residential dwelling unit and where the owners have collective obligations.
- (g) **PROPERTY INSPECTION** A non-invasive visual inspection of a residential building carried out in accordance with 2.3 the standards.
- (h) **PROPERTY REPORT** The report referred to in section 3 of the standards
- (i) **REASONABLE ACCESS** Areas where it is safe, with unobstructed access is provided and the minimum clearances specified in table one (1) are available; or where these clearances are not available, areas within the inspector’s unobstructed line of sight.

**Table One- Reasonable access**

Area	Access Manhole (mm)	Crawl Space (mm)	Height
Roof Space	450 x 400	600 x 600	Accessible from a 3.6 m ladder*
Sub-Floor	500 x 400	Vertical Clearance Timber floor: 400** Concrete floor: 500	
Roof Exterior			Accessible from a 3.6 m ladder*

\* Or such other means of access that meet OSH requirements.  
\*\* From underside of bearer.

- (j) **SIGNIFICANT FAULT OR DEFECT** A matter which requires substantial repairs or urgent attention and rectification.
- (k) **SPECIAL PURPOSE** as defined in section 4 of the standards as being an inspection and/or assessment that falls within the area of the Inspectors expertise.
- (l) **SURVEY** A separate, detailed inspection and report that may require invasive and/or specialised testing equipment, and may require the special knowledge of a relevantly qualified expert.
- (m) **WEATHER TIGHTNESS RISK** this is defined in Appendix A of the Standards

## 2. DISCLOSURE

Our non-invasive residential building inspection (“inspection”) and Report (“report”) will provide the following information in accordance with the Standards

- (a) The scope of our inspection and report;
- (b) Any limitations to our inspection and report; and
- (c) These terms and conditions are to be read agreed and accepted in writing and in conjunction with the Letter of Engagement for services before any inspection can be carried out for client (“you” “your”). The Letter of Engagement will provide the following in accordance with the Standards:
  - (i) The name of the person/s who have applied for the inspection and report;
  - (ii) The Inspector/s name and any specialist Inspection Company appointed to provide a more detailed report;
  - (iii) The date in which the inspection is to be conducted and the report is due back to the client;
  - (iv) The specified scope of inspection being conducted of the premises;
  - (v) Any special-purpose property inspection items that are to be included in the non-invasive residential building inspection report;

- (vi) Our fee for the inspection to be conducted and report to be produced;
- (vii) Our limitations and conditions; and
- (viii) Our professional liability cover.

**3. NON-INVASIVE RESIDENTIAL BUILDING REPORT PREPARED IN RELATION TO THE STANDARDS**

- (a) The inspection process will be performed directly in accordance with the Standards. You agree that upon you agreeing in writing to these terms that you are also bound by these Standards indefinitely in relation to this report.
- (b) Copies of these Standards are available to you upon request from us for your inspection, or alternatively you may contact Standards New Zealand and purchase a copy of these Standards for your own record.
- (c) Our inspectors have relevant trade experience and qualifications to carry out the inspection.
- (d) We will certify that the inspection has been carried in accordance with the Standards and the Inspector meets the competences of the Standards.
- (e) We will give consideration to Weather tightness Risk. However it will be conducted in accordance with the Standards Appendix A, however if it is outside our area of expertise this would be subject to a specialist report.

**4. SCOPE OF THE NON-INVASIVE RESIDENTIAL BUILDING INSPECTION**

- (a) In accordance with the Standards, the scope of the inspection is limited to a visual inspection of the components of a building only, in which the Inspector has reasonable access in accordance with table one of the definitions and being in their clear line of sight. A non-intrusive moisture meter maybe used by our inspectors around accessible joinery or areas in the building identified to be risk areas.

**Note:** the moisture meter reading utensil is an aid only and their results are not conclusive. No liability is to be incurred by us in relation to a moisture reading and a specialist will be required to conduct a specialised report in relation to this.

**5. METHAMPHETAMINE INSPECTION AND REPORTING**

- (a) It is an essential pre-condition to you using our services that you agree and accept that we are not legally responsible for any loss or damage you might suffer related to your use of our services in which we have provided you access to, whether from errors or omissions in the services you receive or information or from any other use of the website. In short, your use of our services provided is at your own risk.
- (b) We aim to have the results from the non-invasive swab testing returned from the samples taken within 14 working days from the day the samples are taken. We accept no liability should the results of the test exceed this time frame. You accept that should the result return as a positive we hold the right to share the results with any stakeholder in the property without liability or recourse.
- (c) Our liability is only limited to the purposes of the Consumer Guarantees act 1993 for any breach of a term of this agreement is limited to:
  - (i) the supplying to you of the services again; or
  - (ii) the payment of the costs of having the services supplied to you again.
- (d) We may disclose information in good faith and where we are required to do so:
  - (i) by law or by any court;
  - (ii) to enforce the terms of any of our customer agreements;
  - (iii) to protect our rights, property or health and safety, and our customers or third parties; or
  - (iv) to banks or financial institutions with the purpose of preventing fraud and as proof of any transaction.

**6. REASONABLE ACCESS TO BE PROVIDED FOR INSPECTION/S**

- (a) You undertake to provide us with reasonable access to your residential property inclusive of all Accessory Units, Ancillary Spaces and Buildings, Common Areas and or any other area required for entry by us in order to provide a comprehensive inspection.

**7. CONFIDENTIAL REPORT**

- (a) You acknowledge and agree that the director(s) and employee(s) of Inspect House NZ shall not be held liable to you.
- (b) This is solely limited to the building report and excludes the methamphetamine testing.
- (c) The inspection and report is to be conducted and prepared for you solely and exclusively for your own information.
- (d) This report may not be relied upon by any third party or other person/s.

- (e) You agree to maintain the confidentiality of the report and agree not to disclose any part of it to any other person.
- (f) You may distribute copies of the inspection report to the Vendor and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the report. We do not in any way intend to benefit the Vendor or the real estate agent/s directly or indirectly through our report.
- (g) You agree to indemnify, defend and hold us harmless from any third party claims arising out of any distribution of the report.

**8. LIMITATIONS AND CONDITIONS ON THE NON-INVASIVE RESIDENTIAL BUILDING INSPECTION REPORT**

- (a) The report is a reasonable attempt by us to identify any Significant Fault or Defect visible at the time of the inspection providing you with an informed visual inspection of areas in the building that are potential of risk. The report will also identify and note for your consideration any Minor Fault or Defect.
- (b) Significant Fault or Defect will be identified and addressed in the report. However we will only alert you to the area, a specialist will be required to conduct any further testing and/or remedial work. We are not liable for any invasive testing that occurs as a result of our identification of a Significant Fault or Defect.
- (c) 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.

**9. LIMITATIONS AND CONDITIONS ON THE NON-INVASIVE RESIDENTIAL BUILDING INSPECTION**

- (a) The inspection and report are only intended to be used as a general guide to help you make your own evaluation of the premises. The inspection and report are to be conducted for the purpose of providing information. The report is not a reflection of the value of the premises, nor does it make any representation as to the advisability of purchase.
- (b) The report is only an expression of our opinion based upon the visual observation of the areas of the premises with Reasonable Access provided for the inspection.
- (c) The Inspection and report are not intended to be used as an exhaustive report. It is not to imply that every component was inspected, or that every possible defect of the premises was discovered.
- (d) We will not disassemble any equipment, nor will we be performing an intrusive or destructive inspection, inclusive of moving of furniture, appliances or stored items, or excavation.
- (e) Any and all components and conditions which by the nature of their location are concealed, deliberately hidden, camouflaged or difficult to inspect are excluded from the report.
- (f) 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.
- (g) Inspections of any Electrical systems, water reticulation or plumbing, air conditioning system, dishwashers, stoves, hobs, heating systems, aerials, swimming pools or spas of the premises are outside of the scope of our inspection and report. Our Inspector/s will, however, conduct a brief inspection of the hot water system, the plumbing system, the electrical system (including testing the accessible power points and lights in each room).

**Note:** Our Inspector/s are not a qualified plumber/s, electrician/s or gas fitter/s.

- (h) Should a verbal report be conducted we are not liable to you or any third party present as the report provided will be based off a visual inspection of the areas where reasonable access is provided, at the time of the inspection.
- (i) Matters which are not within the scope of the Inspection outlined in the Standards are inclusive of, but are not limited to:
  - (i) The existence of formaldehyde, lead paint, asbestos, toxic or flammable materials, pest infestation and other health or environmental hazards;
  - (ii) The condition of playground equipment;
  - (iii) The efficiency measurement of insulation or heating and cooling equipment;
  - (iv) Any internal or underground drainage or plumbing;
  - (v) Any systems which are shut down or otherwise secured;
  - (vi) Water wells (water quality and quantity);
  - (vii) Zoning ordinances;
  - (viii) Cosmetics or building code conformity;
  - (ix) Intercoms, security systems, fire detection systems, heat sensors (any general comments about these systems and conditions are informational only and do not represent an inspection or form part of the report).
- (j) 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 it's integrity, 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.

- (k) You accept that the Inspector will not detect some faults due to the following:
- (i) The fault only occurs intermittently.
  - (ii) Part of the home has not been used for a while and the fault usually occurs after regular use (or detection of the fault would only occur after regular use).
  - (iii) The type of weather that would normally reveal the fault is not prevailing at, or around, the time of the inspection.
  - (iv) The fault has been deliberately concealed.
  - (v) Furnishings are obscuring the fault.
  - (vi) We have been given incorrect information by you, the vendor (if any), the real estate consultant, or any other person.
  - (vii) The fault is/was not apparent on a visual Inspection.

#### 10. **DISPUTES**

- (a) Any dispute that arises as a result of the inspection or report provided is to be submitted to us in writing immediately.
- (b) You agree that upon raising a dispute of any form the contents of the report provided by us is not to be used to satisfy any terms of a sale and purchase agreement until the dispute has been resolved in all respects.
- (c) You agree that if, after raising a dispute, you chose to use the report to proceed with the transaction, that you acknowledge your dispute is null in void and that you waive any claim against us indefinitely in relation to this report.
- (d) In the event of a claim/dispute regarding damage to a home, you will allow us to investigate the claim prior to any repairs to the home be undertaken or completed. You agree that if you do not allow us to investigate the claims of damage before any repairs are carried out that you waive your rights to continue with and/or make any future claim against us.
- (e) 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.

#### 11. **TERMS OF TRADE**

- (a) In consideration for us providing you with the Inspection and report, you agree to the following:
- (i) Payment is due prior to the inspection being undertaken and the report released. Accounts which are not paid by the due date shall incur a late payment interest charge of 15% of the total amount owing for each calendar month in which the account is overdue, together with all debt collection costs.
  - (ii) All work in progress will be billed monthly, with a final invoice issued on completion.
  - (iii) If a quotation is given for the Inspection/report, any expenses incurred in addition to the quote, will be on the basis of cost to us, plus 15%. If, after a subsequent quotation/estimate, any additional work is found to be required you will be contacted for your approval before any further work is completed.
- (b) We have no responsibility or liability for any cost, loss or damage arising from:
- (i) any errors or omissions from information, data or documents not prepared by us, our employees, or other persons under the direct control of us;
  - (ii) any act or omission, lack of performance, negligent or fraudulent act by you;
  - (iii) any act or omission, lack of performance, negligence or fraud by any consultant, contractor or supplier to you, or any of your employees or agents.
- (c) Where the content of any report is relied upon for industry research or evaluation purposes, such research or evaluation shall not include any data that may allow for the identification of any property or any personal information included in the report in any way.
- (d) You shall pay all costs and expenses (including legal costs on a solicitor/Client basis) resulting from any breach of these terms of trade by you or the enforcement by us of these terms of trade.
- (e) The parties agree that this document and all of its contents are governed by the legislation of New Zealand at all times.

12.

**CANCELLATION FEE**

- (i) *If you cancel the inspection you agree, that in consideration for us arranging a time for the inspection to be conducted that you will pay us a cancellation fee equal to the full cost of the inspection and report, provided however that if we have received forty eight hours' (two full working days) written notice of cancellation only a admin fee of \$50 will be payable and you will be refunded.*