



## Inspector Homes Limited

### Terms and Conditions (Statement of Policy)

**Scope Standard Residential Property Inspection:** The Scope of this inspection and report is a limited visual inspection of the general systems and components of the home to identify significant defects visible at the time of inspection. These Terms & Conditions will also apply to each and every inspection carried out on behalf of the client. The report should be seen as a reasonable attempt to identify any Significant Fault or Defect visible at the time of the visual Inspection rather than an all-encompassing report dealing with the home from every aspect. The reporting of any fault or defect is on an exceptional basis, rather than reporting on items, which are considered to be in acceptable condition for their age. Only areas and elements listed in the report were inspected.

The report will be prepared on the basis of a visual inspection of the premises using normal readily available access and without testing of components for the assessment of the overall structural condition of the dwelling and associated items, and without recourse to the construction drawings. It is confirmed that no detailed geotechnical investigation be included in this brief. An investigation of the condition and location of underground drainage and services and of hidden electrical, gas and plumbing is not included in the brief. No invasive or destructive inspection methods will be used in this assessment and concealed work will not be inspected, therefore no opinion or warranty can be offered in respect of the said concealed work.

This **Standard Residential Property Inspection** shall be conducted in accordance with NZS 4306:2005.

The 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.

The inspector shall refer qualified trade professionals that may be required to best advise on structure, plumbing, electrical, gas fitting, home heating, etc should the client request specific detail.

These terms and conditions shall apply to any subsequent inspection and report requested by the client or agent acting for or on behalf of the client.

**Limitations:** Any areas that are concealed, contained, inaccessible, or cannot be sighted, due to walls, wall linings, ceilings linings, floors, paths, soils, gardens, debris, insulation, vegetation, furniture, stored items, systems, vehicles, personal items, or any other object will not be inspected or included in the report. The client shall assume all risk, for any condition or problems that may be concealed at the time of the inspection. No item shall be dismantled, moved, or dislodged during the inspection, and there will be no destructive or invasive testing undertaken. The Inspection and report is intended only as a general guide to help you make your own evaluation of the overall condition of the home, and is not intended to reflect the value of the premises, nor make any representation as to the advisability of sale or purchase. The report expresses the opinions of the Inspector, based upon his visual impressions of the conditions that existed at the time of the inspection only. Because any non-invasive moisture reading is only a 'snapshot' at a particular point in time, all inspections and reports are valid for the day of inspection only, due to various conditions outside of our control after the day of inspection.

**Items and conditions not included in the Standard Residential Property Inspection:**

Freestanding and inbuilt type wood burners are recommended to be checked by an authorised qualified installer prior to property purchase. Invasive and/or destructive moisture testing for possible moisture leaking issues.

Special feature appliances and items may be commented as being present but shall not be tested, this includes and is not limited to central heating systems, air conditioning units and associated controls, built-in vacuum systems, specialised electronic controls of any kind, pools, spa pools and baths, low voltage systems, irrigation systems, solar heating systems, private water or sewage systems, any item that is subject to a special purpose property inspection report as per NZS 4306:2005. Commenting on or assessing the presence of radon, formaldehyde, lead paint, products that possibly contain asbestos, stachybotrus, other moulds or fungi, concealed or covered dry rot, pipe and electrical work. Any general comments about these types of systems and items are informal and do not represent an inspection. No prediction of life expectancy of any item, system, or outcome of possible events shall be made. The Inspector shall not discuss property values or estimates of repairs. Testing for the presence of methamphetamines or utensils and chemicals used in its manufacture and use. The written report is not a compliance inspection or certification for past or present codes or regulations of any kind. This inspection and report is not a warranty, guarantee or insurance policy, and shall not be used as a substitute for a final walk through and inspection by the client.

**Reasonable and safe access:** – It is the clients responsibility to ensure that Reasonable Access can be gained to the property including but not limited to the roof cavity and foundations spaces and that any such spaces if they exist are cleared for an inspection to be carried out. Reasonable access means access that is safe, unobstructed and which has the minimum clearance specified in table below (or if the minimum clearance is not available, the area is within the Inspector's unobstructed line of vision).

Area	Access manhole mm	Crawl space mm	Height
Roof interior	450 x 400	600 x 600	Access from a 3.6 m ladder
Sub floor	500 x 400	Timber floor - 400 Concrete floor - 500	
Roof exterior			Access from a 3.6 m ladder NOTE: Roof, pitch height and weather conditions may limit access.

**Disputes and Limitation on Liability:** The client agrees to notify the inspector of any dispute in written form, within seven working days of discovery. The client further agrees that with the exception of emergency conditions, client, or clients agents, employees or independent contractors will make no alteration, modification, or repairs to the claimed discrepancy prior to a re-inspection by the inspector.

Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

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.

If the customer intends to use the report in whole or in part for business purposes, the guarantees under the Consumer Guarantees Act 1993 do not apply.

Directors, shareholders and employees of Inspector Homes Limited shall not be held liable to the client and /or any third party who may rely on the report wholly or in part.

Inspector Homes Limited will not be liable to the client for any consequential or special loss of whatever nature suffered by the client or any other person injured and the client indemnifies Inspector Homes Limited in respect of any claims concerning any such loss.

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.

The client agrees to indemnify and keep indemnified the house inspector and /or the inspection company from any and all claims by any third party arising from the client's release of all or part of the report and/or report summary. Further, the client shall pay all legal costs incurred by the inspector and/or the inspection company arising from such claims.

As the client you accept that the Inspector will not detect some faults because:

- The fault only occurs intermittently.
- 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).
- The type of weather that would normally reveal the fault is not prevailing at, or around, the time of the inspection.
- The fault has been deliberately concealed.
- Furnishings are obscuring the fault.
- We have been given incorrect information either by you, the vendor (if any), the real estate consultant, or any other person.
- The fault is/was not apparent on a visual Inspection.

This report has been exclusively prepared for the above named client and only the person or persons named shall rely upon this report and then only for the purpose stated. Inspector Homes Ltd does not contemplate anyone else relying on this report or that it will be used for any other purpose. Anyone who does understands and accepts that it is entirely at their own risk. We disclaim all responsibility and accept no liability to any other party.

References to recommended contractors, their products and services are provided without warranty, either expressed or implied. Inspector Homes Limited and its Directors, Shareholders or Employees 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 as a result of such information.

**Payment must be made prior to dispatch of your report.**

Our preferred method of payment is by Online Internet Banking ASB Account 12-3136-0292915-00 or by Visa or Mastercard

Accounts not paid by the due date shall incur a late payment interest charge of 10% of the total amount owing for each calendar month the account is overdue, together with all debt collection costs.

Your inspector is Kevin O'Connor should you wish to contact him. Phone 021-510-341

The Inspection report will be emailed to you and you will need Adobe Acrobat to open and read the .pdf file format.

**These Terms & Conditions must be acknowledged and accepted by the client either in writing to the inspector or by email to the office of Inspector Homes Limited Ltd prior to commencement of the inspection**