

## **NZ Tradies Ltd – Property Inspection Agreement / Terms and Conditions**

This property Inspection Agreement is:

Date: .....

Between: ..... (The Client)

And: ..... NZ Tradies Limited (The Consultant)

1. 1 NZ Tradies Limited (NZN) shall, subject to the terms and conditions herein, undertake an inspection of the premises in accordance with New Zealand Residential Property Inspection Standards NZS 4306:2005 and the report will be in compliance with NZS 4306:2005. These terms and conditions govern the property inspection services that NZT provide to you (The Client). Confirmation of you as the client, reading, understanding NZT Terms and Conditions must be given in writing before NZT will provide property inspection services and report.
2. 2 The property inspection agreement / terms and conditions will cover:  
2.1 Scope of inspection; 2.2 Scope of the Report 2.3 Exclusions and limitations of the Property inspection and subsequent report; and 2.4 Disputes; 2.5 Limitation of Liability; 2.6 Disclaimer; 2.7 Terms of trade.

### **Scope of inspection.**

3. 3 The scope of NZT inspection is limited to the visual inspection of the components of the building that the inspector has reasonable access to and that are in the inspector's clear line of sight.
4. 4 The inspection will not include:  
4.1 examination of any areas or components which are concealed or closed behind finished surfaces (such as plumbing, drainage, heating, framing, ventilation, insulation or wiring) or which require the moving of anything which impedes access or limits visibility (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil); or  
4.2 intrusive or destructive inspection of any part of the building or any building component, disassembly of equipment, or the removal or testing of electrical or other building components or materials.

### **Reasonable access to be provided.**

5. 5 You agree to ensure that reasonable access can be gained to the property, including but not limited to the roof cavity and foundation spaces and any such spaces if they exist are cleared for an inspection to be carried out.
6. 6 'Reasonable access' means access that is safe, has an accessible opening, which is unobstructed and which has a minimum clearance of 600mm for a roof cavity and 500mm for a floor cavity.
7. 7 For health and safety reasons, access to the exterior of any roof surface for inspection purposes will be limited and only viewed from a ladder at several locations around the building (not exceeding a height of 3.6m).
8. 8 Any area of the property that cannot be reasonably accessed will not be inspected and will be excluded from any inspection report.

### **Scope of the report.**

9. 9 The inspection report should be seen as a reasonable attempt to identify any obvious 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 an acceptable condition for their age.
10. 10 We define significant fault or defect as 'a matter that requires substantial repairs or urgent attention and rectification'.
11. 11 We will address the significant fault and/or defect in the summary section of the report as maintenance or remedial work.

### **Exclusions and Limitations of the Property Inspection and subsequent Report.**

12. NZT residential property inspections and reports do not include assessments of;
  1. Building foundation footings, ground stability/conditions/suitability.
  2. Concealed water proofing membranes, storm water, sewer, plumbing and drainage systems.
  3. Swimming pool, spa pools, saunas and associated equipment.
  4. Fireplaces, chimneys, intercom systems.

5. Appliances, electrical wiring, fittings and circuits.
  6. Health and safety, fire compliance, hazards, structural integrity.
  7. Building Act 2014, property Lim, legal title, legal boundaries, building consents, council records, town planning information, resource contents, building permits, compliance with body corporate, cross lease or company title occupation agreement.
  8. Heritage obligations.
  9. Identification of asbestos.
  10. Septic tanks, pumps and artesian aquifer wells.
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13. 13 The inspection 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 to make any representation as to the advisability of purchase.
  14. 14 The report expresses the opinions of the inspector, based on his or her visual examination of the conditions that existed at the time of the inspection only.
  15. 15 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.
  16. 16 All building components and conditions which, by nature of their location are concealed, deliberately hidden, camouflaged or difficult to inspect are excluded from the report.
  17. 17 Any suggestions or recommendations contained in the report are suggestions only and it is the responsibility of the person or persons carrying out any design or building work to ensure that the most appropriate remedy is carried out in conjunction with any further discoveries, warranties or manufacturer's recommendation and warranties, and that any necessary local authority concerns that may have been conveyed prior to proceeding with any remedial work.
  18. 18 Inspections of the systems at the home are outside the scope of our report. The inspector will, however, conduct a cursory inspection of the hot water system, the plumbing system, and the electrical system. You should note this will only be the opinion of the inspector, and who is not a qualified plumber, electrician or gas fitter.
  19. 19 The inspection and report should not be construed as a compliance inspection of any building, legal or territorial 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, fitness for use or habitation, or building code compliance and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or extended 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.
  20. 20 You accept that the inspector will not detect some faults because: 20.1 The fault only occurs intermittently. 20.2 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). 20.3 The type of weather that would normally reveal the fault is not prevailing at, or around, the time of the inspection. 20.4 The fault has been deliberately concealed.  
  
20.5 Furnishings are obscuring the fault.  
20.6 We have been given incorrect information by you, the vendor, the real estate consultant, or any other person. 20.7 The fault is/was not apparent on a visual inspection.

**Disputes.**

Should any dispute arise as a result of the inspection or report, it must be submitted to NZT in writing immediately.

21. 21 You agree 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 disagreement/dispute has been resolved.
22. 22 You agree that if, after raising a dispute, you used the inspection or report to make an unconditional offer or confirm the sale and purchase agreement, that you waive all of your rights to continue with the dispute, and/or raise any future dispute or claim about the inspection or report with NZT.
23. 23 In the event of a claim/dispute regarding damage to a home, you will allow NZT to investigate the claim prior to any repairs to the home being undertaken or completed. You agree that if you do not allow NZT to investigate the claims of damage before any repairs are carried out, that you waive your rights to continue with and/or make any claims against NZT.
24. 24 In the event of any dispute, you agree not to disturb, alter, repair, or attempt to repair anything that may constitute evidence relating to the dispute without first providing NZT with a reasonable opportunity to reinspect the building, except in the case of an emergency. You agree that if you do not provide NZT with a reasonable opportunity to reinspect the building before anything that may constitute evidence relating to this dispute is disturbed, altered, or repaired, that you waive your rights to continue with and/or make any claims against NZT.

**Limitation of Liability.**

25. 25 If NZT becomes 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, its liability shall be limited to a sum not exceeding the cost of the inspection and report. NZT will not be liable to you for any consequential loss of whatever nature suffered by you or any other person injured and you (the Client) agree to indemnify NZT in respect of any claims concerning any such loss.

**Disclaimer.**

26. 26 The property inspection and subsequent report is a visual only, non-invasive inspection of the building which are readily visible at the time of the inspection. 26.1 The inspection did not assess compliance with the NZ Building code including the code's weathertightness requirements, or structural aspects. Upon our recommendation of further investigation; Independent specialist inspection reports are advised (including however not limited to, electrical, plumbing, drainage and gas) by NZT, however are not conducted by NZT.

26.2 The purpose of NZT property inspection was to assess the general condition of the building based on the limited visual inspection described in, this report may not identify all past, present or future defects or maintenance problems. Descriptions in this report of systems or appliances relate only to the existence of them 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.

**Terms of Trade.**

27. 27 In consideration of NZT providing the Client with the Report, the Client agrees to the following terms of trade: 27.1 Payment is due prior to the inspection in undertaken and property inspection report being released. Accounts not paid by the due date shall incur a late payment interest charge of 12% of the total amount owing of each calendar month the account is overdue, together with all debt collection costs.

27.2 We have no responsibility or liability for any cost, loss or damage arising from;

- a. any errors or omissions from information, data or documents not prepared by us, our employees, or other persons under the direct control of NZT;
- b. any act or omission, lack of performance, negligent or fraudulent act by you;
- c. 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.

27.3 That all commercially sensitive information obtained by either party during the preparation of the report shall remain confidential. 27.4 The contents of the report, or any other work prepared by us is confidential and has been prepared solely for you (the Client) and cannot be relied upon by any third parties. We accept no responsibility for anything done or not done by any third party in reliance, whether wholly or partly, on any of the contents of the report. 27.5 Where the content of any report is relied upon for industry research or evaluation purposes, such research or evaluation shall not include any information that may allow for the identification of any property or any personal information included in the report in any way.

27.6 You can pay all costs and expenses (including legal costs on a solicitor/client basis) resulting from any breach of NZT terms of trade by you (the Client) or the enforcement of NZT of these terms of trade. 27.7 The parties agree that the Laws of New Zealand govern these terms and conditions and proceedings taken by the party shall be heard in the District or High Court at Christchurch, New Zealand, regardless of the location of your place of business/residence. 27.8 NZT reserves the right to issue a cancellation fee of up to \$195+ g.s.t for any cancellations received within 48 business hours or less of the agreed inspection time and date. NZT may waive this fee depending on the reason, however, such waiver is at the sole discretion of NZT.

**28. Privacy Act 1993**

The Client authorises the Contractor to collect, retain, use and disclose any personal information about the Client for the following purposes (in addition to any purposes otherwise authorised by law):- 28.1.1 Enabling the Contractor to perform its obligations pursuant to any contract (including these terms and conditions) with the Client; 28.1.2 Administering, whether directly or indirectly, any contract (including without limitation, these terms and conditions) with the Client and enforcing the Contractor's rights thereunder; 28.1.3 Enabling the Contractor to communicate with the Client for any purpose. 28.2 The Client, if an individual, has a right of access to the Client's personal information held by the Contractor. The Client may request correction of that information and may require that the request be stored with that information. The Contractor may charge reasonable costs in providing access to that information.

**29. Intellectual Property and Confidentiality**

29.1 The Works, including without limitation, the Report, is confidential and has been prepared solely for the Client and shall not be relied on by any third parties. The Contractor accepts no responsibility for anything done by any third party in reliance, whether wholly or in part, on any of the Works including, without limitation, the contents of the Report. 29.2 The Contractor retains copyright in any written designs, drawings, specifications, processes, Reports and any other documents created as part of, or for

the purpose of performing, the Works. The Report, in whole or in part, may not be copied, reproduced or translated in any medium by the Client and shall not be supplied by the Client to any third parties other than the Client's professional advisers. For the avoidance of doubt, the Contractor may reproduce and sell to a third party a copy of the Report provided that all personal information of the Client shall be removed from such copy.

**30. Consumer Guarantees Act**

30.1 These terms and conditions are subject to the Consumer Guarantees Act 1993 ("the Act"). To the extent that these terms and conditions apply to a "Consumer" as defined by the Act, and are inconsistent with Act, the provisions of the Act shall prevail. 30.2 If the Client is acquiring or otherwise being supplied with Works for the purpose(s) of a trade or business, the Client acknowledges that the provisions of the Act do not apply to the supply of those Works by the Contractor to the Client.

**NZ Tradies Ltd – Property Inspection Agreement / Terms and Conditions**

*I/we have read and understand the above NZ Tradies Limited (NZT) Terms and Conditions and agree to be bound by them.* Today's Date: .....

Customer Signature here: .....

Customer Full Legal Names here: .....

Address of the Property to be inspected: .....