

1/469 Bower Avenue,
Parklands, Christchurch
8083

**Prepared for**

Ron Day

Others present during inspection

Vendor

Date

22/09/2023

Weather

Very light rain

Property Inspected by Adam Brownie 027 914 9087
Adam@inspectedresidential.co.nz Qualified builder and
Licensed Building Practitioner
National Certificate in Carpentry
NZ Certificate in Real Estate
This inspection was carried out in accordance with
NZS4306:2005



Condition key

Good	In good working order or condition for its age, functionality is better than expected.
Generally good or Typical for its age	In a condition realistically expected of the age and type, functioning as intended.
Okay	In a condition that shows some deterioration and may require future remediation. Functionality and condition have declined somewhat but still fine.
Average	Condition in which may no longer function as intended, deterioration to the point that remediation may be required soon.
Poor	Completely deteriorated and likely no longer functioning as intended.

General building elements glossary

Roofing	Bargeboard – Boards on a gable end. Facia – Linear metal or timber facings that run along the bottom of a roof line. Hips & valleys – Internal or external elements of a roof creating either a valley or a ridge. Ceiling cavity – Space between the ceiling and the cladded roof.
Cladding	Cavity system – The gap between two surfaces i.e. cladding to frame cavity. Cladding – Material fixed to the exterior of a dwelling. Direct fixed – Fixed directly with no cavity. Monolithic – A smooth rendered plaster finish over a selected substrate. Vermin strip – Strip used to keep airflow but stop rodents accessing. Soffits – Overhanging horizontal lining under the overhanging roof. Eaves – Pitched section of roof overhang.
Flooring	Concrete slab – Solid concrete foundation on which something is built. Ring foundation – A narrow concrete perimeter around the outside of a dwelling. Piles – Vertical structural elements being the base of the foundation. Joists – Runs on or between bearers to create a frame for a floor. Bearers – Thick horizontal elements running over piles to create load support.
Joinery	Joinery – Windows, doors, cabinetry Jam/frame – The frame around a door Reveal – Frame around a window Sill – Base of a window frame Hardware – Door handles, latches, mechanical elements. Head flashing – Above exterior windows and doors to prevent water ingress. Trim – A material fixed to smooth corners or cover fixings.
Appliances & Mechanical	General – Cooktops, extraction, ovens, etc. Sanitary – Dishwasher, toilets, sinks, etc.
Electrical	Switchboard or distribution board – A board connecting electrical circuits.
Plumbing	Water toby – A valve by the road to switch the water mains to the property on or off. Waste – Pipes or catchments that take wastewater away i.e., sinks, showers, etc. Gully trap – A ground basin that receives piped wastewater from inside the dwelling. Stormwater system – System that receives excess water from the roof and drainage system in the property.

1. **Limitations of this Report** The Report is subject to our terms of service included with your quote and the limitations stated within them. We refer you to clause 28 (*Limited Inspections*) and Clause 29 (*Building Inspection Report Exclusions*).
2. **Scope of this Report** This Report is based on an overall **visual and non-invasive assessment**, as at the date of inspection, of ten (10) areas of the building and surrounds which is the subject of the Contractor's inspection:
 - Exterior roof; and
 - Foundation and subfloor; and
 - Accessory units and buildings; and
 - Site improvements; and Roof space/ceiling cavity; and
 - Exterior wall cladding and joinery; and
 - General Interior; and
 - Plumbing system; and
 - Electrical system; and • Landscaping/hardscaping; and
 - Pest and potential hazards.
3. **Exclusions** We will not carry out any destructive or intrusive testing, or move any furniture or appliances. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. All components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect (such as, for example, plumbing, drainage, heating, framing, ventilation, insulation or wiring) are excluded from our inspection and from the Report.
4. **Non-Comprehensive and Non-Exhaustive** The Report is not an all-encompassing report detailing every minor defect or minor outstanding maintenance issue. The inspection and the Report are not intended to be technically comprehensive, or to imply that every component was inspected, or that every possible defect was discovered. The Report does not comment on the condition of a particular building element but rather rates the overall concern level.
5. **General Reliance** The Report is intended only as a general guide to help you to evaluate the overall condition of the building. We refer you to clause 22 (*General Reliance*) of our Terms of Service.
6. **Copyright** This Report and its contents are the copyright of Inspected Residential Limited. We retain copyright in any written designs, drawings, specifications, processes, reports and any other documents created as part of, or for the purpose of performing, the Report. The Report, in whole or in part, may not be copied, reproduced or translated in any medium by you without our express permission. It shall not be supplied by you to any third parties other than to your professional advisers or banking organisation.
7. **Re-Addressing Reports** For the avoidance of doubt, we may re-address the Report at your request to a third-party, subject to any fee in force as at the date of the request. We shall inform you if the date of the Report does not enable us to re-address the Report and requires a new report to be commissioned. This is at our sole discretion.

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SUMMARY

Summary

It is our professional opinion that this property is in generally good condition for its age, type, and construction and has been maintained very well. Some areas in need of some attention are commented on in this report. There is a reasonable variation in the garage slab that looks to sit just outside of the MBIE guidelines, this may indicate that the garage floor level needs some attention. Please consult a structural engineer regarding this.

ROOF OVERVIEW

LIMITATION(S) in this section

The assessment of the roof and its elements is limited to what can be seen for a 3.8m ladder.

Condition

In generally good condition for its age.

ROOF(S)

Roof type

Sloped

Material

Tile

Condition

In good condition for its age.

Comments

Sufficient slope for water run off. Maintained well. No general concerns identified. One cracked tile noted in photos. This should be replaced.





Cracked tile.



FLASHING(S)

Flashing type

Hips & Ridges, Valley, Penetration(s)

Material

Tile, Metal

Condition

In generally good condition for its age.

Comments

No signs of damage. Free from debris build up. Some minor maintenance required. Tile hips and ridges have some cracking to the mortar. This is typical for this product. Where cracks appear. Grind out and re point mortar as on going maintenance. Two penetration flashings are old but still look okay. Re seal them with silicone.



Cracking to mortar.





Minor cracking to mortar.



This flashing would benefit from a new bead of sealant around it.



This flashing would benefit from a bead of sealant around it.



Push top cap on hot water boiler over pipe down.



GUTTERS & DOWNPIPES

Material

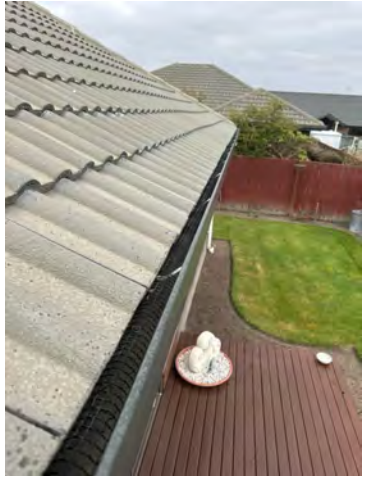
Metal gutters, Plastic/PVC downpipes

Condition

In generally good condition for its age.

Comments

Down pipes and gutters fixed well in place and not loose. Discharged correctly into storm water intake. Gutter guard installed to help keep storm water system clear.



EXTERIOR OVERVIEW

LIMITATION(S) in this section

The inspection of the exterior foundation walls was limited due to the exterior finished ground levels therefore an assessment of what can be seen above ground was carried out.

Condition

In generally good condition for its age.

SOFFIT & FACIA

Material

Fibre cement soffit, Metal fascia

Condition

In generally good condition for its age.

Comments

Facia fixed well to structure. Facia flashed well. No fixings popped. Would benefit from a clean as on going maintenance.



EXTERIOR FOUNDATION (WALLS)

Type

Concrete slab

Condition

In generally good condition for its age.

Comments

No concerns identified.



Corner has cracked out. Not concerning but could be patched.



EXTERIOR DWELLING (WALLS)

Type

Brick masonry, Timber weatherboard

Condition

In generally good condition for its age.

Comments

Minor preventative maintenance needed. Some cracking in mortar noted but nothing unexpected or concerning. Re-point mortar where needed as general and ongoing maintenance of a masonry cladding. Weep holes installed in the masonry cladding to help with airflow and assist with keeping internal frames dry.



Slightly loose sill brick.



Mortar repair has re cracked slightly. This is only minor. One brick has a minor crack through it at the base.



Split to cedar weatherboard.



This board would benefit from new fixings to hold it back better.



These cedar boards are fairly aged. Maintain a coat of paint or stain to help protect the product.



The gaps at this cladding transition could be filled to prevent moisture getting in these holes.



Install a facing at this transition to prevent moisture getting in here.



EXTERIOR JOINERY (COSMETIC ONLY)

Material

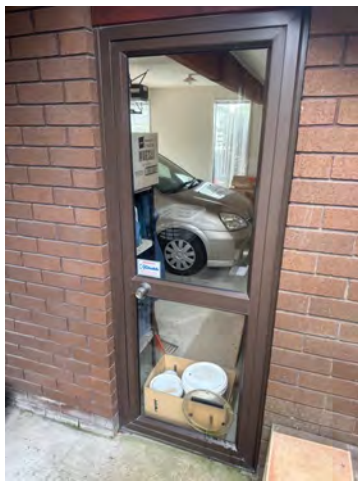
Aluminium

Condition

In generally good condition for its age.

Comments

Comments are based off visual and cosmetic condition only function is found on the interior section of this report. Some of the windows rubber seals have shrink or are pulling out a touch. This is typical for this product. Replace the rubber seals that have perished to help maintain weather tightness.



Example of rubber seals shrinking.

EXTERIOR SERVICES

GULLY TRAP(S)

Material

Plastic/PVC, Concrete

Condition

In generally good condition.

Comments

Traps are configured properly and do not have down pipes directing storm water into them. Grate installed on traps to prevent debris getting into the grey water system. The rim of the trap needs to be at least 25mm above a paved surface, and 100mm above an unpaved surface. Install a perimeter on trap to the front of the home.



Installed a perimeter on this trap to raise the rim to the right height.



EXTERIOR SERVICES

Type

Taps

Comments

Taps are operating fine.



HARDSCAPING, DECKS, BALCONIES, VERANDAS, PATIOS

Type and material

Deck, Pathways

Condition

In generally okay condition for its age.

Comments

No cracks observed. Deck needs some attention noted in photos. Deck is aged but has been maintained well with paint.



Deck looks to have sunk under the weight of the A/C unit. Extra support should be installed under this section of decking.

GROUNDS

FENCES

Material

Timber post, rail & paling, Masonry

Condition

In okay condition for its age.

Comments

Some sections of fences are aged. Timber fences need a new coat of paint or stain to help protect the product and prolong its lifespan. Brick fence is in generally good condition with no maintenance required.





SHEDS & OUTBUILDINGS

Type

N/A

Condition

Comments

POOL(S)

Type

N/A

Condition

Comments

DRIVEWAY

Material

Concrete

Condition

In generally good condition for its age.

Comments

Proper expansion gaps have been cut to allow for movement and prevent cracking. Normal aging. No concerning or obvious cracks noted.



STRUCTURE OVERVIEW

LIMITATION(S) in this section

This inspection report is based on a visual assessment of accessible areas of the dwelling at the time of the inspection. While our thorough examination aims to identify visible signs of pests, it is important to note that some pests may remain hidden or undetectable during the inspection. Pests, such as birds, rodents, and borer, can often inhabit concealed spaces. This report serves as a snapshot of the property's condition at the time of the inspection and should be considered in conjunction with other specialist evaluations to obtain a complete understanding of the property's pest status. This inspection of the foundations is limited due to exterior finished ground levels and floor coverings. Therefore only an assessment of what can be seen externally was carried out.

Condition

In generally good condition for its age.

FLOOR LEVELS

Foundation type

Concrete slab

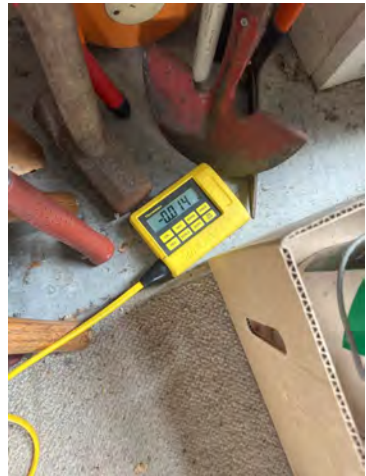
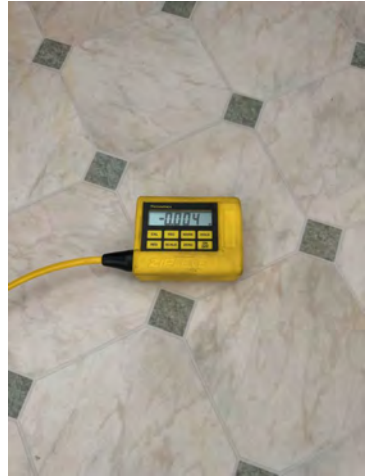
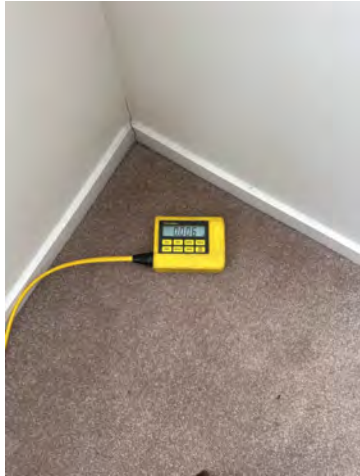
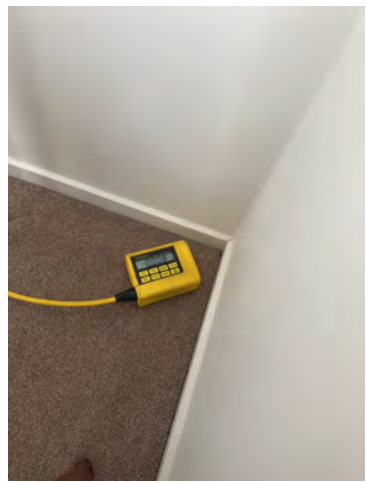
Inside MBIE guidelines?

Floor levels of the main dwelling were checked randomly throughout and appear to be inside MBIE guidelines. The slope of the floor between any two points checked >2m apart is <0.5 (1 in 200), and the variation over the floor plan is $<50\text{mm}$. This check was done using a Technidea Zip Pro-2000. Please note that this is not a floor-level survey.

Comments

The floor levels in the garage were checked and appear to be just outside of MBIE guidelines. It is recommended you consult a structural engineer regarding this. There was a reasonable variation in the garage floor.





110mm step down to garage slab.



+46 to -14

MOISTURE

Test type

Non-invasive readings were taken using a T660 non-invasive moisture meter readings were taken internally at key locations most prone to moisture ingress. Generally speaking, moisture content readings between 0 and 50 are considered dry, 50 to 80 is considered damp, and 80+ is considered wet. However, readings will always show an element of moisture because timber framing will always retain an element of moisture even after it has been dried. Additionally, moisture content readings can get up to 3% higher than average during periods of high humidity and cooler air temperatures.

Base reading on internal frames deemed to be dry

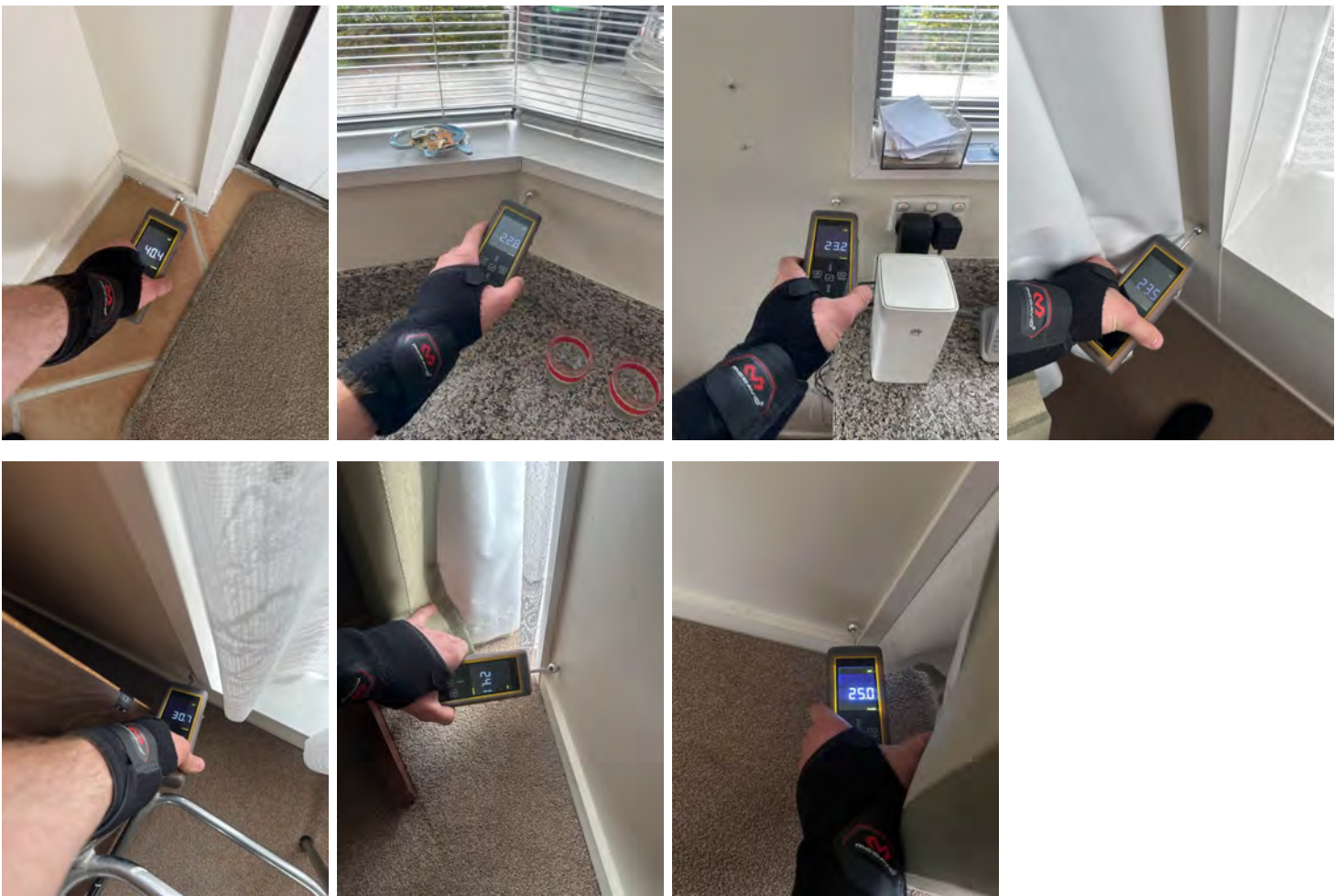
30

Within acceptable moisture tolerance?

Yes

Comments





CEILING CAVITY

CEILING CAVITY STRUCTURE

Framing type

Timber, Trusses

Condition

In generally good condition for its age.

Pests

As on-going maintenance, all homes should be periodically checked for pests as they can cause damage to the construction material, plumbing, and electrical. No obvious signs of pest found.

Comments

Fixed well into place. No sagging identified. No signs of water damage or rot. Old-style tile roofs can be prone to moisture ingress, especially if not maintained properly. It is not uncommon to see minor signs of moisture where tiles lap with some visible signs of moisture on the underside of the tiles, during times of rainfall. To assist with minimising or preventing this ensure tiles are properly set into place and regular cleaning of the tiles is carried out. This ensures tiles are aligned properly, water channels are kept clear and assists with moving water to the guttering system preventing moisture from entering the dwelling. Maintaining a coat of paint will also help prolong the lifespan of the tile product.



Roof underlay/sheathing

None

Condition

Comments

CEILING CAVITY INSULATION

Type

Fiber glass

Condition

In generally good condition for its age.

Comments

Insulation laid throughout except above the garage. Not slumped or compressed. No signs of water damage.



CEILING CAVITY SERVICES

Plumbing leaks identified

No

Services

Header tank, Plumbing, Ducting, Electrical

Comments



INTERIOR OVERVIEW

LIMITATION(S) in this section

The assessment of the floors and walls is limited due to furniture and personal items as we cannot move around personal items and large furniture to fully assess these areas. The view of the garage and foundation was limited due to personal items. Therefore we can only comment on the sections visible.

Condition

In generally good condition for its age.

FINISHES

FLOORS

Type

Carpet, Vinyl, Tile

Condition

In generally good condition for its age.

Comments

No obvious stains. Looks to be undamaged.

WALLS

Type

Drywall/plaster

Condition

In generally good condition for its age.

Comments

Minimal marks or damage. Nothing more than you would reasonably expect for its age. One minor crack to wall lining in bedroom. Simply plaster and paint.

**CEILINGS****Type**

Drywall/plaster

Condition

In generally good condition for its age.

Comments

No obvious cracks noted. No signs of water damage.

DOORS

Condition

In generally good condition for its age.

Comments

Door hardware is functioning well and not loose. Items in photos need attention. Otherwise all are working fine.



Internal garage door needs easing so it doesn't catch the frame.



Front door has small crack in it.

WINDOWS

Materials

Aluminium

Glazing

Single

Condition

In generally good condition for its age.

Comments

Window hardware fixed well in place and windows operating fine. No rotting observed on window sills and reveals. No concerns identified.

CABINETS & COUNTER

Condition

In generally good condition for its age.

Comments

No adjustments needed to cabinetry.

APPLIANCES

Appliance list

Laundry tub, Clothes washer, Refrigerator, Stove and oven, TV, Heated towel rail

Comments

No testing of appliances was performed during this inspection.

SAFETY SYSTEMS

Type

Smoke detectors

Comments

To comply with rental regulations and good practice, it is recommended that photoelectric smoke alarms be installed within 3 meters of every bedroom door or every room where someone sleeps. There should also be at least one on every level or storey of the home. Please use government agency online resources for further requirements to ensure you are complying with best practices. No testing was done during this inspection.



GARAGE

Internal access?

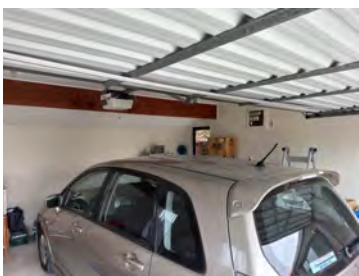
Yes

Interior linings condition

In generally good condition for its age.

Comments

Garage door electric motorised working fine. Wall linings have minimal marks or damage. Nothing more than you would reasonably expect for its age. Minor cracking noted to the slab.



Minor hairline cracking to slab.
Not concerning.



PLUMBING OVERVIEW

LIMITATION(S) in this section

All plumbing assessments are based on what can be visually seen. We cannot confirm the condition beyond the fittings, under the ground, behind wall linings, ceilings, etc. Furthermore, we are not plumbing specialists; therefore, we cannot comment on the technical or legal compliance of the plumbing and fixtures on the property. We will however, comment on items that look to pose a concern. If plumbing or drainage is of concern to you, we recommend engaging a suitably qualified drainage or plumbing expert.

Condition

In generally good condition for its age.

WATER SUPPLY

Water source

Public - Council supply

Cold water pressure

Good

Hot water pressure

Remarks

Hot water supply under maintenance at the time of inspection.



WATER HEATING

Type

Hot water cylinder

Condition

In generally good condition for its age.

Comments

No leaks observed. Proper seismic restraints installed to hot water cylinder. Cylinder is currently under maintenance at the time of inspection.



WASTE PIPING

Condition

In generally good condition for its age.

Comments

Taps were turned on, and no leaks were observed from the waste piping. No leaks observed from water supply under sinks.



TAPS

Condition

In generally good condition for its age.

Comments

All taps appear to be working and functioning as intended.

SHOWER(S)

Condition

In generally good condition for its age.

How many showers?

1

Leaks from shower stall?

No

Leaks from shower fittings?

No

Remarks



TOILET(S)

Condition

In generally good condition for its age.

How many toilets?

1

Leaks from toilet?

No

Cistern closing off water supply properly?

Yes

Remarks



BATH(S)

Condition

In generally good condition for its age.

How many baths

1

Leaks from tub?

No

Leaks from fittings?

No

Remarks



EXTRACTION FAN(S)

Type

Extractor fan

Condition

In generally good condition for its age.

Ducting to the exterior?

Yes

Comments

Powered on and appears to be operating fine. Bathroom fan could be cleaned to help quieten it.



ELECTRICAL OVERVIEW

LIMITATION(S) in this section

The overall electrical assessment is based on a visual inspection only and will only comment on electrical elements that are visible and reasonably accessible. We are not an electrical specialist. We cannot comment on the technical or legal compliance of electrical elements. No testing of electrical elements is undertaken. However, we will comment on signs of excess heat build-up or anything that visually poses a potential hazard. If electrical is a concern of yours, then it is strongly recommended that you engage a suitably qualified electrician.

Condition

In generally good condition for its age.

MAINS DELIVERY

Type

Subterranean/underground mains connection

Comments

DISTRIBUTION BOARD & METER BOX

Condition

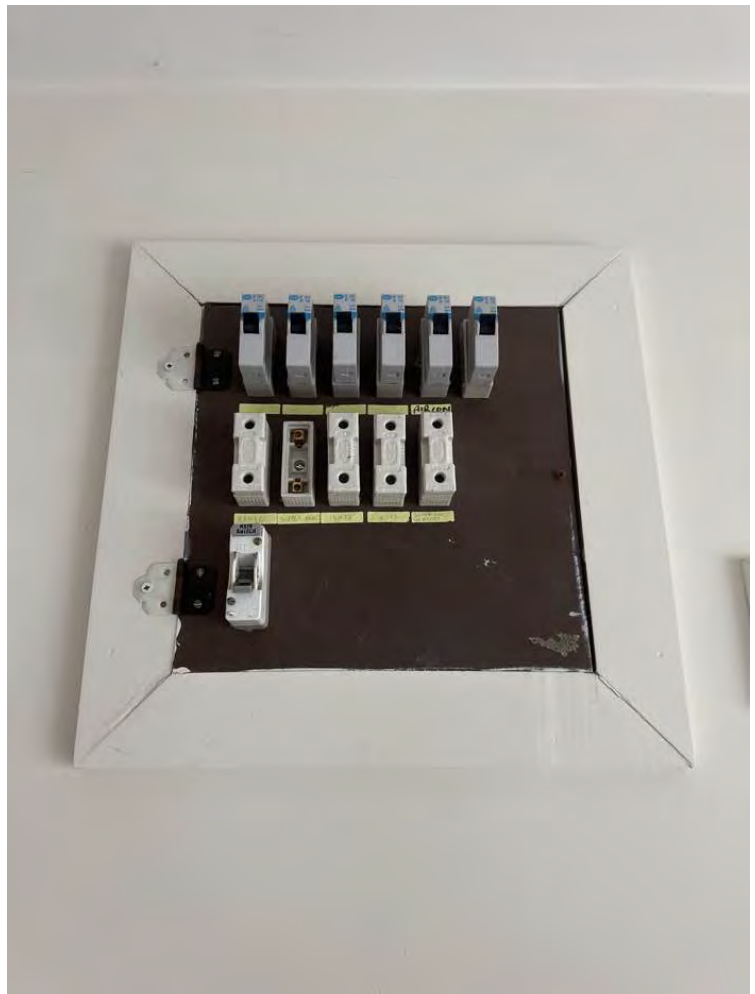
In generally good condition for its age.

Breakers

Mix of modern & old

Comments

Modern meter box. Old distribution board. No signs of excess heat build up. Looks to have been professionally installed.



LIGHTS

All interior lights work at the time of inspection?

Yes

Remarks

HEATING/COOLING/VENTILATION OVERVIEW

LIMITATION(S) in this section

Condition

In generally good condition for its age.

HEATING/COOLING/VENTILATION

Type

Heat pump, DVS

Condition

In generally good condition for its age.

Brands

DVS, Mitsubishi Electric

Comments

Looks to have been professionally installed. Powered on but was not thoroughly tested for functionality or electrically during this inspection.



TERMS OF SERVICE

1. How these Terms Apply You are taken to have exclusively accepted and are immediately bound, jointly and severally (where there is more than one purchaser), by these terms of service when any one of the following occurs:

- a. place an order or booking for Services from us directly or via any third-party booking system; and/or
- b. accept our Services by permitting entry by us to the nominated Premises to perform Services; and/or
- c. issue a purchase order to us following receipt of a Quote/Cost Estimate,

and together these terms apply in conjunction with any specific exclusions or additional terms specified in any Quote/Cost Estimate.

2. Our Contract Your acceptance of the Quote/Cost Estimate and these general terms together constitute our agreement with you (this **Contract**). This Contract governs the agreement between **INSPECTED RESIDENTIAL LIMITED (COMPANY NUMBER 8466019)** ("**we**" "**us**" and "**our**") and you, the named client in the Quote/Cost Estimate, in respect of the Services.

3. "Business Days" Any reference to 'Business Days' in these terms means a day on which banks are ordinarily open and excludes a Saturday, a Sunday or a public holiday. Any other reference to a 'day' shall mean a calendar day.

4. "Healthy Homes Standards" are the applicable standards set out in s13B of the Residential Tenancies Act 1986 and the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

5. "Premises" means the residential dwelling or commercial premises at which Services are to be performed (as the context requires).

6. "Report" means any category of building inspection report and/or a healthy homes report (as the context requires).

7. "You" Means the purchaser buying the Services as specified in any invoice, order, Quote/Cost Estimate or any other document. If

the purchaser comprises more than one person, each of those persons' liability and agreement is joint and several.

8. "Us," "Our," or "We" includes any contractor, employee, assignee, agent, transferees or approved subcontractor that we use.

9. Statutory References In these terms, a reference to a statute or statutory provision includes a reference to that statute or statutory provision as modified, consolidated and/or re-enacted from time to time and any subordinate legislation made under that statute or statutory provision.

OUR SERVICES AND OBLIGATIONS

10. Services Our Services include:

- a. Building Inspection Report services; and
- b. Healthy Homes Inspection and Assessment services; and
- c. Invasive Testing Services; and
- d. Builders Walkthrough Service; and
- e. any other services described in our described in the Quote/Cost Estimate; and

together these are the Services in these terms as the context requires.

11. Scope Variations We will confirm any additional Services required via a Scope Variation email and/or an updated Quote/Cost Estimate.

12. Subcontractors Either we or our approved subcontractors will perform the Services for you.

13. Performance We will perform our Services with due skill and care and in a competent manner.

14. Licences Where required by law, we hold the applicable licences and accreditations to perform the Services.

15. Updates on Timing We will advise you of any anticipated delay to provide a Service.

16. Sufficiency of Time to Perform Services We will use our reasonable judgment to advise you of the estimated time to complete the Services you have requested at the time of booking. However, such timeframes are indicative only.

CUSTOMER OBLIGATIONS

17. Authority for Approval Decisions You must nominate a single individual with authority to give instructions or approval to us, and where you are working with a third-party (including but not limited to a property agent, a facilities or building manager or a key-holder) that you wish to delegate approval and authority to, you must provide us with written confirmation of their contact name, status and basis on which approval or instructions can be accepted by us.

18. Consents You must make your own enquiries relating to the requirement of any consents required to enable us to access the applicable Premises to perform the Services including, but not limited to,

- a. building owner consent where you are a commercial tenant; or
- b. landlord consent where you are a residential tenant; or
- c. any other consent from a third party in connection with the Premises,
- d. and you must arrange for all such consents to be obtained at your sole cost.

19. Sub Floor and Roof Cavity Access You must provide unobstructed access to opening access doors or hatches to crawl spaces to enable us to perform sub-floor and roof cavity inspections.

20. Premises Preparation You must arrange the following in advance of us commencing the Services:

- a. **Access** you must arrange access to the Premises including, where applicable, gate access; and
- b. **Deactivate alarm systems** you must deactivate alarm systems; and
- c. **Secure dogs** you must ensure dogs are adequately restrained, crated or located in a closed environment (e.g. a garage, kennel) while the Services are being performed; and
- d. **Remove obstructions** this includes the removal of obstructions to access to the Premises and applicable opening access

doors for sub-floor and roof cavities and at the exterior for access to roof.

BUILDING INSPECTION REPORT SERVICES

21. Report Compliance Written building inspection reports are carried out in accordance with **NZS Standard 4306:2005 Residential Property Inspection** (published by Standards New Zealand) on an “exceptions or information” basis and are not a statement that a property complies with the requirements of any statute, act, regulation or bylaw.

22. General Reliance Building inspection reports are intended to be relied upon as a general guide to you. They represent the overall condition of the Premises, and a Report does not constitute a warranty or guarantee of the current or future performance or fitness for purpose of the building, structure, systems or component parts comprising the Premises. **To avoid doubt, such reports do not include any statements or confirmations as to the following:**

- a. the fitness for purpose or workmanship quality of any system, including but not limited to, electrical, air conditioning, heating, plumbing, septic tank, solar, alarm, fire protection, audio visual or any other system (**Systems**); and/or
- b. the quality of the design of such Systems; and/or
- c. the quality or appropriateness of the components or placement or location of such Systems.

23. Visual Inspections A Report is assessed on the basis of a visual and non-invasive inspection only on specific areas of the Premises including, but not limited to, the following:

- a. Exterior roof; and
- b. Foundation and subfloor; and
- c. Accessory units and buildings; and
- d. Site improvements; and Roof space/ceiling cavity; and
- e. Exterior wall cladding and joinery; and
- f. General Interior; and

- g. Plumbing system; and
 - h. Electrical system; and
 - i. Landscaping/hardscaping; and
 - j. Pest and potential hazards.
- 24. Multi-Unit Premises** Building inspection reports on multi-unit Premises **exclude** items listed at sub-clauses (a) to (e) inclusive above except for accessible parts of immediate exterior of the unit to be inspected.
- 25. Sample Components** We may report on a sample set of components only and are not an exhaustive report on all building components.
- 26. Floor Level Readings** All readings taken for the purposes of a Report are indicative only and are not warranted to be a true floor level of the Premises.
- 27. Moisture Readings.** We shall use our reasonable industry knowledge to assess moisture levels at the Premises. All and any moisture testing performed as part of the Services shall be non-invasive and we do not warrant that moisture ingress is not present at the Premises. Where we identify and recommend that invasive moisture testing is required, this is subject to an additional scope of services.
- 28. Limited Inspections** Where we cannot access an area of your Premises, we shall exclude such area(s) from our final Report.
- 29. Building Inspection Report Exclusions** A Report shall exclude inspection or reporting on the following (this list is not exhaustive, and any additional exclusions shall be stated in the building inspection report):
- a. Destructive testing; and
 - b. Invasive testing (for example: wall opening); and
 - c. Weathertightness; and
 - d. Excavation; and
 - e. Roof areas where access exceeds use of a 3.6m ladder; and
 - f. Testing under furniture or appliances; and
 - g. Disassembly of equipment or appliances; and
 - h. Asbestos testing; and
 - i. Live borer, termites or other infestation; and
 - j. Concealed, submerged, buried, camouflaged, embedded or otherwise inaccessible components or areas (including but not limited to plumbing, drainage, septic/sewerage, private water, heating, air conditioning, ducting, framing, ventilation, insulation, wiring or reticulated services); and
 - k. commentary, reporting or analysis of minor defects or maintenance requirements (including wear and tear); and
 - l. common areas (including at cross-lease Premises, unit titles, multi-unit dwellings); and
 - m. sheds and outhouses; and
 - n. solar and PV systems; and
 - o. building code compliance or other regulatory compliance (including local or territorial consent or resource consents); and
 - p. seismic activity; and
 - q. any other matter we elect to limit in the Report.
- 30. Specialist Recommendations** We reserve all rights to include recommendations in a Report for specialist advice or assessments to be performed in respect of matters noted for concern. The contents of our Report are not reliant on such additional independent advice, and you undertake such additional services at your own cost and discretion.
- INTRUSIVE TESTING SERVICES**
- 31. Intrusive Testing** Where we recommend intrusive testing to identify locations of water ingress or water leakage and you engage us to perform this service, the following shall apply:
- a. You shall be required to confirm your consent on behalf of you and all other homeowners to remove core samples of framing to perform the testing; and

- b. our intrusive testing shall not be relied upon as a weathertightness report, assessment or opinion in any way.

HEALTHY HOMES REPORT SERVICES

32. Report Compliance Healthy homes inspection Reports are prepared in accordance with the Healthy Homes Standards.

33. Visual Inspection Healthy homes inspections are based on visual inspections only and are limited to the nominated aspects of the Premises as prescribed by the Healthy Homes Standards, these being:

- a. Heating; and
- b. Insulation; and
- c. Ventilation; and
- d. Moisture Ingress and drainage; and
- e. Draught stopping.

34. Healthy Homes Report Exclusions A healthy homes inspection is limited to the five aspects listed above and does not comment or report on the following (this list is not exhaustive, and any additional exclusions shall be stated in the healthy homes Report):

- a. other identifiable issues that may affect wellbeing or health of occupants of residential tenancy Premises.; and
- b. probe or destructive testing; and
- c. Testing under furniture or appliances; and
- d. Disassembly of equipment or appliances; and
- e. any other matter we elect to limit in the Report.

USE OF REPORTS

35. Reliance The information and contents of any Report is confidential and is for your exclusive use and that of any nominated additional addressee and is valid as at the date of issue only. We disclaim all responsibility and accept no liability for use of a Report by any party other than you or a specified addressee agreed as at the date of the Cost Estimate/Quote or as later agreed by us in writing.

36. Report-Addressee You are prohibited from altering the addressee of a Report and must

obtain our express consent to re-issue any Report to alternative or additional addressee. This may be subject to an additional fee.

37. No Future Warranty A Report provides our opinion as at the date of the applicable inspection. Any Report or assessment provided in connection with the Services is not a warranty against any issues, defects or problems which may have not been identified via a visual inspection or that may develop after the date of performance of the Services

BUILDER'S WALKTHROUGH SERVICE

38. No Report Basis Our 'builder's walkthrough service' is an accompanied tour of a property nominated by the Client. Any observations of works or remedial actions made by us or our Personnel are supplied on an 'as is' basis via a visual inspection and is supplied on a 'no report basis'. You accept and acknowledge that we or our Personnel shall not supply any written report in connection with this category of service. **To avoid doubt, this service is not a Building Inspection Report Service and shall not be supplied to the level of detail to meet the NZS Standard 4306:2005 Residential Property Inspection** (published by Standards New Zealand).

39. No Reliance We accept no responsibility for your reliance or that of any third-party in respect of our verbal comments and observations supplied during a 'builder's walkthrough' service.

PAYMENTS AND INVOICING

40. Amounts Owing Payable on Due Date All amounts specified in an invoice will require payment on the due date specified in the invoice (**Amounts Owing**).

41. Invoice Payable Prior to Report Release All amounts specified in your invoice are payable in advance of release of a Report unless expressly agreed otherwise by us in writing.

42. Third Party Card Handling Fees We reserve the right to on-charge any third-party transaction fees associated with online card payment to your invoice or online payments. These may be subject to change without notice and the applicable % shall be published on our website

or invoices. This shall be current as at the date of the applicable booking.

43. No Set Off or Deduction Payment of Amounts Owning Amounts Owning which are due and payable must be made without set-off or deduction of any kind.

44. If You Dispute the Amount Owning If you receive an invoice and you consider you owe us a lesser amount than the sum stated as the Amount Owning, you must notify us within **five (5) Business Days** of receiving our invoice.

45. Duty to Pay Undisputed Amounts Owning You acknowledge and agree that you will not be entitled to withhold payment in respect of any undisputed Amount Owning.

46. Overdue Amounts Owning If you do not pay an Amount Owning by the Due Date or any later date we have agreed in writing, this becomes an Overdue Amount Owning. After a period of **5 (five) Business Days**, we shall have the right to apply late payment interest at a rate of **2.5%**. This shall be calculated daily and compound monthly at that rate if we elect to do this. This applies before and after any judgment (if applicable).

47. Debt Collection or Recovery Costs If an Overdue Amount Owning remains unpaid for **14 (fourteen) Business Days or more**, we reserve our rights to engage the services of a debt collection agency or solicitor to take proceedings to recover the Overdue Amount Owning. You will be liable for the costs incurred by us in the collection of any unpaid amounts including but not limited to legal costs, debt collection fees and internal administration fees.

48. Administration Fees In the event we are obliged to perform any additional actions to recover any monies owed by you, we reserve the right to apply reasonable administrative fees for phone calls, texts, emails and in-person visits to follow up and recover any Overdue Amount Owning in addition to any costs or expenses stated in any clauses above.

VARIATIONS

49. Variations to Price We reserve the right to issue a Variation Order to change the price to complete the Services where an extension to

the Premises area is requested that extends the number of dwellings at the Premises on which we have provided our Quote/Cost Estimate.

CANCELLATION AND MISSED APPOINTMENT FEES

50. Missed Appointment Fees Where we attend your Premises on the agreed date and time, and you fail to make the necessary arrangements or meet your Customer Obligations to enable us to perform our Services, **the Missed Appointment Fee published on our Cost Estimate/Quote issued to you shall be invoiced to you.**

51. Cancellation by You Where you request a cancellation of a Service, you must provide us with no less than forty-eight (48) hours' notice. **Where such notice is not supplied, we reserve the right to deduct an amount equivalent to the Missed Appointment Fee published on our Cost Estimate/Quote issued to you and shall refund the balance to you.**

52. Cancellation by Us Without prejudice to our other remedies at law, we reserve our rights to terminate this Contract (which includes any part the Services that remain unfulfilled) and shall not be liable to you for any delay, loss or damage suffered by you due to us exercising our rights under this clause, where:

- a. Inability to Access Premises** we are denied access to or are unable to access the Premises to carry out the Services for whatever reason and we cannot reschedule to access at a later date; and
- b. Health and safety** where we assess that the means of access to the Premises or the whole or part of the Premises is unsafe and would breach the relevant safety requirements under applicable health and safety legislation, and such safety concerns or issues cannot or will not be remedied by you.
- c. No consent** Where we cannot obtain consent from you to perform invasive testing (where applicable).

53. Payment of a Missed Appointment Fee Where this clause is relied upon, we reserve the right to do one of the following:

- a. **If no re-booking is made** deduct an amount equivalent to the Missed Appointment Fee published on our Cost Estimate/Quote issued to you from your fee and shall refund the balance of any pre-payment to you if the service is not re-booked at a later date.; or
- b. **If you re-book your appointment** to issue an invoice to you for our published Missed Appointment Fee which shall become immediately due and payable prior to our attendance at your re-scheduled appointment.

LIMITATION OF OUR LIABILITY

54. Limit of Liability Our total aggregate liability to you arising out of or in connection with the Services whether in contract, any indemnity, tort (including negligence) by statute or otherwise at law or in equity is limited to an amount equivalent to the value of the applicable Services performed under these terms.

55. Exclusion of Our Liability To the fullest extent permitted by law, and subject to our obligations under any applicable law that imposes guarantees on us, we exclude all liability to you for any indirect claims, expenses, losses, damages and costs (including any incidental, special and/or consequential damages or loss of profits, loss of anticipated savings or loss of expenses suffered or incurred by you resulting (either directly or indirectly) in connection with the Services.

56. When Limitations of Liability Cannot Apply These clauses do not limit our liability to the extent that it cannot be limited at law and/or arises out of or in connection with any wilful default, fraud or criminal conduct by us.

57. Force Majeure We shall not be liable for any delay or failure to perform the Services due to a force majeure event. For the purposes of these terms, "force majeure" means an event or circumstance which leads to a default of either party under this Contract due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, port closure or border closure plus any national or global pandemic effects, including, for the avoidance of doubt, any default due to any

implementation of any regulation, directive, rule or measure by any government, state or other authority under the governing law of this Contract.

DISPUTE

58. Details of the Dispute must be Supplied If you or we consider that a dispute has arisen in relation to any matter governed by this Contract, you must give us written notice outlining the basis of the dispute within **ten (10) Business Days** of the date of the Report.

59. Remedy Where we agree a remedy is available, your remedies are limited to a re-performance of the Services or a refund of the amounts payable (at our discretion).

PRIVACY

60. You authorise us and our agents to collect, use, retain and disclose "personal information" (as defined in Part 1, section 7 of the Privacy Act 2020) about you and your personnel that you or they provide to us for the following purposes:

- a. assessing creditworthiness and exercising our rights and/or performing our obligations under this Contract; and/or
- b. direct marketing purposes (including by email and other electronic means), unless you notify us that you do not wish to receive direct marketing from us; and/or
- c. using the services of credit reporting and debt collection agencies and you consent to us disclosing personal information (including any information about default and repayment; and/or
- d. history) to a credit reporter, who may hold that information and use it to provide its credit reporting services; and/or
- e. registering any Security Interest under this Contract; and/or
- f. the use or transfer of personal information to a Related Company (as such term is defined by Companies Act 1993) in connection with the performance of our obligations or exercise of our rights under this Contract.

- 61.** The clause above is authority and consent from you in accordance with sections in Part 3, Part 7, subpart 1 and all other relevant sections in the Privacy Act 2020.
- 62.** You (if you are an individual) have the right under sections in Part 4, subpart 1 and Part 4, subpart 2 of the Privacy Act 2020 to access, and request correction of, any of your personal information held by us and if you provide any personal information about a third party (including your Personnel) to us, you confirm that you are authorised to do so by the relevant individual and you have informed the relevant individual that they have the right to contact us to access and, if applicable, request correction of any personal information that we hold about them.

GENERAL

- 63. Governing Law** This Contract shall be governed by the laws of New Zealand and the parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.
- 64. Severability** If and to the extent any provision or part of a provision is illegal or unenforceable, such provision or part of a provision will be severed from this Contract and will not affect the continued operation of the remaining provisions of this Contract.
- 65. Entire Agreement** This Contract sets out the entire agreement between the parties.
- 66. Electronic Acceptance** The parties agree that any legal requirement may be met by using electronic means in accordance with the Contract and Commercial Law Act 2017. In this clause the term "legal requirement" has the meaning given to it by section 219(2) of the Contract and Commercial Law Act 2017.

END OF TERMS