

GRIFFIOEN.

BUILDING INSPECTION REPORT

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To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.

65 Coopers Road, Dallington.



Prepared for

Islay Rackham

Others present during inspection

NA

Date

28/08/2025

Weather

Fine

Property Inspected by Graeme Potts 021 244 1047
graeme.potts@inspectedresidential.co.nz Qualified builder
Licensed Building Practitioner
National Certificate in Carpentry
National Certificate in Construction
This inspection was carried out in accordance with
NZS4306:2005

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 to you to Clause 28 (*Limited Inspections*) and Clause 29 (*Building Inspection Report Exclusions*).
2. **Scope of this Report** This Report is based off a 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 and hardscaping; and
 - Pests 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 (e.g. plumbing, drainage, heating, framing, ventilation, insulation or wiring) are excluded from our inspection and the Report.
4. **Non-Comprehensive and Non-Exhaustive** The Report is not an all-encompassing report detailing every minor defect or minor outstanding maintenance issues. 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.
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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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**Inspected
Residential**

CONDITION KEY

Optimal	In a new or like new condition; no visual deterioration or issues, with no typical maintenance or remediation required.
Sound	Property is consistent with expectations for its age, type, and construction. Generally functioning as intended; dependent on its age, some typical and routine maintenance and typical repairs may be necessary due to wear and tear.
Serviceable	In a condition that shows some deterioration and may require some level of remediation, functionality has declined but is still okay.
Marginal	Condition in which may no longer function as intended; deterioration to the point that remediation is required.
Compromised	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 e.g. cladding to frame cavity. Cladding - Material fixed to the exterior of a dwelling. Direct Fixed - Fixed directly with no cavity. Monolithic - Smooth rendered plaster finish over a selected substrate. Vermin Strip - Strip used to allow 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 the 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, ovens, extraction, 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 e.g. 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.

PROPERTY DETAILS

Approximate age of main dwelling

1940's

Building type

Stand alone

Levels/storeys

1

Site exposure

Semi sheltered

Comments

This dwelling has easy access up the driveway to the main entrance.

Dwelling elevations



South elevation



East elevation



North elevation



West elevation

SUMMARY

Please read this report in its entirety. This summary is for information purposes and is not a substitute for the information provided in the body of this report. This summary will include aspects we consider most relevant. It is our professional opinion that this property is in generally sound condition for its age, type, and construction with some serviceable elements noted in this report.

Roof

Some repairs have been noted to some of the tiles and the roof looks to be recently painted and operating as intended.

Exterior

Signs of borer noted in the exterior cladding and fascia timber have been noted. Typical of dwellings from this age. The shed/garage has some raised roof fixings, some areas of rust in the guttering and wall cladding on the north face which should be replaced. See photos and comments.

Structure

There were two elevated wet moisture readings in the bathroom noted which could be from condensation buildup in the corners of the timber window reveals and sill. This should be further investigated to determine the cause and make good.
The floor level spot check showed deviations in the floor levels exceeding the MBIE guidelines of acceptable slopes of 0.5%. This does not necessarily indicate structural issues to the superstructure of this dwelling. See photos and comments further in the report.

Interior

There was slight signs of moisture build up on the bathroom window sill which could be contributing to the elevated moisture readings noted in the 'moisture' section of this report.

Some of the timber window sashes are catching or unable to open due to sticking, and some hardware is loose. It is recommended to consult a qualified carpenter to adjust hardware and ease windows where required to help operate freely.

Plumbing

No concerns.

Electrical

Two power sockets in the bathroom were not working at the time of inspection. Consult a qualified electrician for further advice.

HVAC

No concerns

ROOF OVERVIEW

LIMITATION(S) in this section

To comply with health and safety at work regulations, the assessment of the roof and its elements is limited to what can be visually assessed from a 3.8m ladder; any areas not reasonably accessible or unable to be sighted from a ladder are excluded from this report.

ROOF(S), FLASHINGS, GUTTERS AND DOWN PIPES

ROOF(s)

Type

Sloped

Material(s)

Concrete/ clay tiles

Comments

Sufficient slope for water run off. Some repairs have been noted to some of the tiles and the roof looks to be recently painted.



Example of repaired tiles.



FLASHINGS

Type

Hips & Ridges, Penetration(s) , Cap

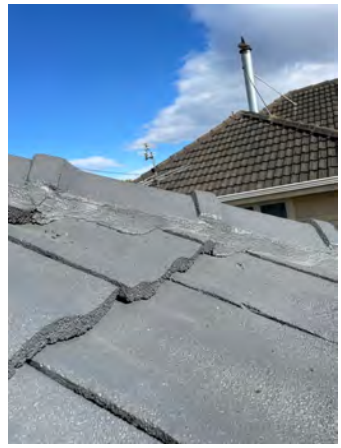
Material(s)

Tile, Rubber

Comments

No signs of damage. Free from debris build up. Sufficient overlap. Looks to be sealing and functioning as intended. Penetration flashings are performing as intended.





GUTTERS AND DOWN PIPES

Material(s)

Plastic/PVC gutters, Plastic/PVC downpipes

Comments

Downpipes on the main dwelling discharge into ground risers. Gutters and downpipes clear from debris build up. It is noted that the stormwater risers visible are earthenware/clay piping; earthenware pipes are more susceptible to damage from seismic activity than PVC. Seismic activity can cause some breakages or cracks to occur in the pipes under the ground.



Downpipe has no fixed brackets to the dwelling and the stormwater riser is not visible above the pathway, this could have a raised surround added to prevent debris entering the storm water system.

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.

SOFFIT & FASCIA

Material

Timber fascia, sheet soffit linings

Comments

Fascia fixed well to structure. Maintained well with paint. Please note, due to the era this home was constructed, it is possible that this soffit contains asbestos, but this was not tested or confirmed during this inspection. There is borer evidence on the fascia board in some areas that have not been painted above the guttering. There is no confirmation of current infestation.



EXTERIOR FOUNDATION (WALLS)

Type

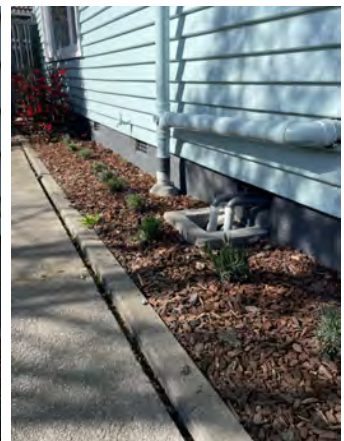
Concrete ring foundation

Comments

No concerns identified. Looks to have been recently repainted. Vents installed to help airflow and keep subfloor dry.



Crack in the foundation vents noted. South face.



EXTERIOR DWELLING (WALLS)

Type

Timber weatherboard

And sheet linings.

Comments

Maintained well. Looks to have been recently repainted.

The exterior cladding is aging and has been well maintained with paint to help prolong the life of the material.



Example of signs of borer noted in the exterior cladding timber. Typical of dwelling from this age.

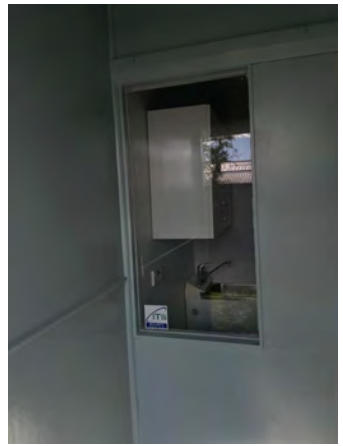
EXTERIOR JOINERY (VISUAL ASSESSMENT)

Material

Timber

Comments

Exterior joinery comments are based on a visual assessment only; testing of the joinery function is found in the interior section of this report. Recently repainted. No general concerns



EXTERIOR SERVICES

GULLY TRAP(S)

Material

Earthenware/Clay

Comments

Gully traps are sufficient height off finished ground level. A grate should be installed onto the traps to prevent debris entering the grey water system. It is noted that the gully traps visible are earthenware/clay piping; earthenware pipes are more susceptible to damage from seismic activity than PVC. Seismic activity can cause some breakages or cracks to occur in the pipes under the ground.



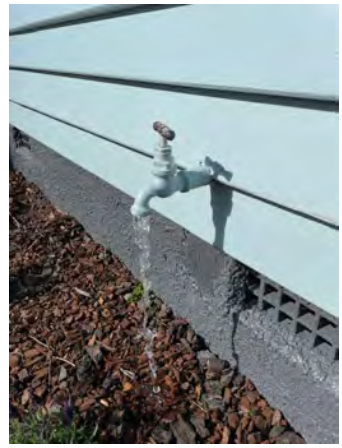
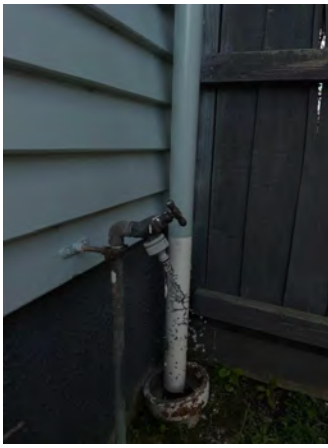
EXTERIOR SERVICES

Type

Tap(s), A/C unit

Comments

Taps are operating fine. No testing of the exterior electrical elements is undertaken during this inspection; please consult a suitably qualified electrical specialist regarding this.



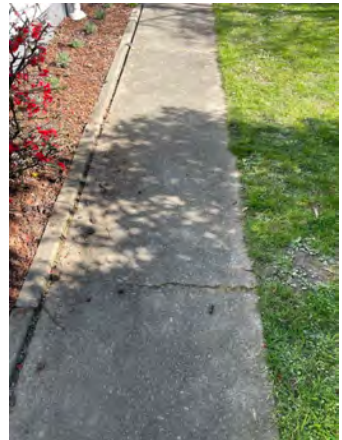
HARDSCAPING, DECKS, VERANDAS, PATIOS, OTHER

Type and material

Porch, Pathways, Concrete

Comments

Cracking noted in concrete pathways which is typical of this age and material.



DRIVEWAY

Material

Concrete

Comments

Cracking noted. General aging. Typical of its age.



FENCING

Material

Timber post, rail & paling, Concrete

Comments

Some sections of fences are aged. Some general deterioration to the fencing, requiring some repairs and maintenance. See photo examples.



SHEDS AND OUTBUILDING(S)

Type

Garage

Comments

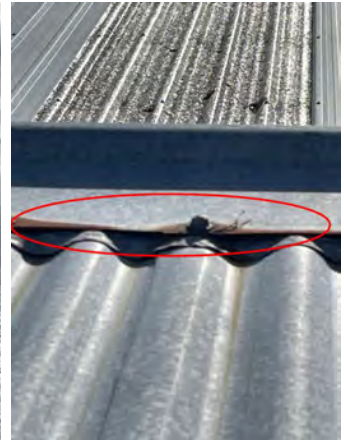
The main garage door does not stay open and should be adjusted. There is moisture noted in the roof framing in some areas which is likely from the raised/popped roof fixings that could be replaced with roofing screws to help with this. The concrete floor slab is aging but typical of its age and material. See photos and comments. There is rusting noted on the wall cladding and the guttering and there is no down pipe, on the north face.



There is rusting noted on the wall cladding and the guttering and there is no down pipe, on the north face.



Example of raised/popped lead head nail fixings. These should be replaced with roofing screws to help with weather tightness.



Some of the flashings are starting to rust. These should be treated to help prolong the life of the material.



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 condition of the property at the time of the inspection and should be considered in conjunction with other specialist evaluations to obtain a complete understanding of the pest status of the property. The inspection of the sub floor was limited due to there being no sub floor access, floor coverings, and exterior finished ground levels; therefore, the sub floor is excluded from this report. We can only comment on what we can visually assess from the exterior.

FLOOR LEVELS

Foundation type

Concrete ring and suspended timber floor

Inside MBIE Guidelines?

No, but, exceeding these guidelines in itself does not confirm the presence of earthquake-related structural issues, but this can be an indication that further specialist investigation may be required to assess whether there is any outstanding earthquake-related structural damage. Due to the age of the home, reasonable deviations are to be expected over time from historic settlement. This check was done

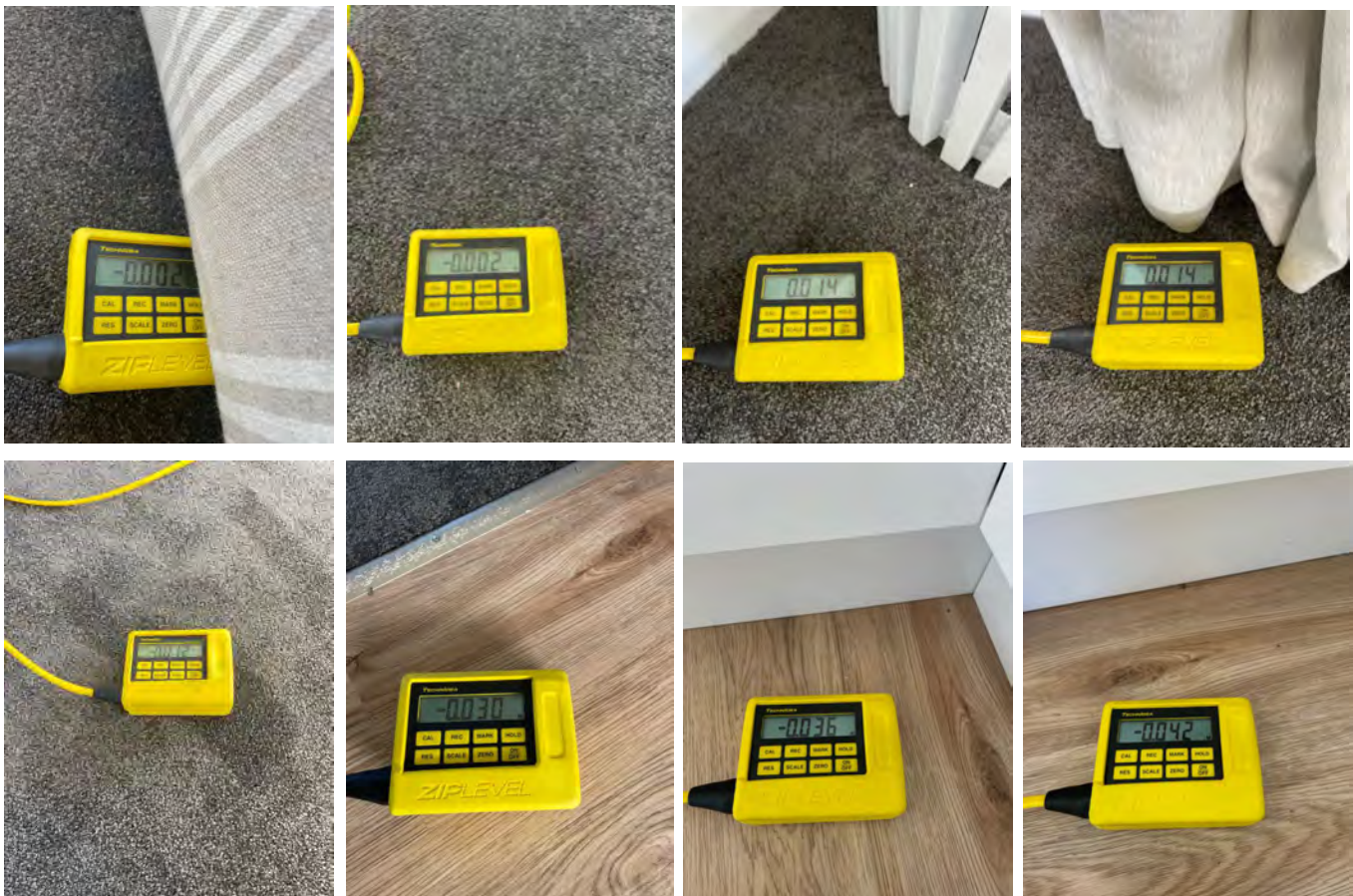
using a Technidea Zip Pro-2000. Our conclusion takes into consideration differences in floor covering thicknesses and step downs. Please note that this is not a floor-level survey.

Comments

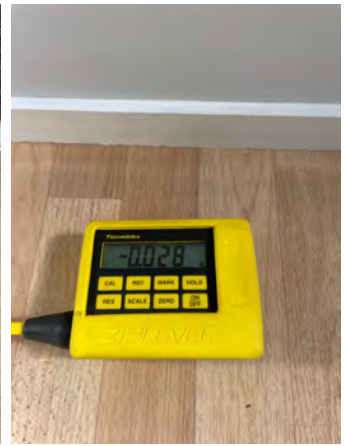
There were deviations in the floor levels overall, but nothing observed in the above ground superstructure relating to any issues that could be causing these other than the age of the dwelling and natural historic settlement. There was no sub floor inspection conducted due to there having no access. In photos below, there is an example of some floor level heights taken in the lounge/dining area indicating deviations noted. Heights in red. Please note these are indicators only.



The datum point was taken in the lounge/dining area.







One room example of deviations in the floor heights observed during the spot level check.

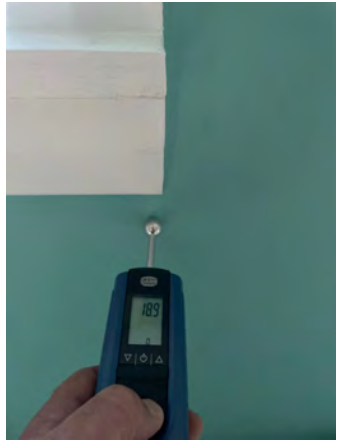
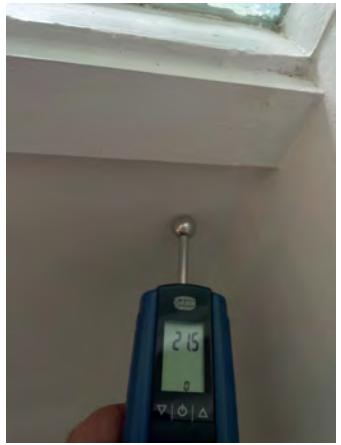
INTERIOR MOISTURE

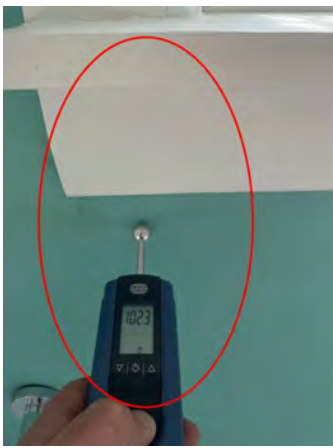
Test type

Non-invasive readings were taken using a GANN BL Compact B2 non-invasive moisture meter. Readings were taken internally at key locations most prone to moisture issues or ingress. Generally speaking, moisture content readings between 0 and 60 are considered dry, 60 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 some level of moisture, even after it has been dried. Additionally, moisture content readings can be up to 3% higher than average during periods of high humidity and cooler air temperatures. Non-invasive moisture testing is used as an indicator and is not a confirmation of an issue. Some anomalies can occur; we will specify areas of concern if they arise.

Comments

There were two elevated wet moisture readings in the bathroom noted which could be from condensation buildup in the corners of the timber window reveals and sill. This should be further investigated to determine the cause and make good.





Elevated wet moisture reading in the bathroom noted.



Elevated wet moisture reading in the bathroom noted.



There were two elevated wet moisture readings in the bathroom noted which could be from condensation buildup in the corners of the timber window reveals and sill. This should be further investigated to determine the cause and make good.





CEILING CAVITY

Ceiling cavity structure

Pests

As ongoing 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 pests found.

Framing type

Rafters, Timber

Structure comments

Fixed well into place. 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 it assists with moving water to the guttering system, preventing moisture from entering the dwelling. Could benefit from having some more vertical framing members installed to help support roof load. Some of the timber roof framing is aging but looks to be still performing during the time of inspection.



Roof underlay/sheathing

None

Comments

No signs of moisture ingress observed. No general concerns found.



Insulation type

Fibre glass

Comments

Insulation laid throughout.



Services types

Header tank, Plumbing, Ducting, Electrical

Services comments

Wiring comments

Modern TPS – Please note that due to the era of the home, there is still potential for some older wiring elements to be present. Houses from approximately the 1970s and earlier were generally wired with older non-compliant wiring unless these have been fully replaced. Therefore, we are unable to confirm the extent of the modern TPS wiring. It is recommended that you check any records of wiring work that has been carried out to confirm whether the home has been fully or partially rewired, and consult a suitably qualified electrical specialist if you are concerned about this. Please note that our view of the wiring is limited to what can be visually sighted, and we cannot confirm anything beyond what is visible or enclosed behind wall linings, under insulation, etc.

Plumbing comments

Please note that our view of the plumbing elements is limited to what can be visually sighted, and we cannot confirm anything beyond what is visible or enclosed behind wall linings, under insulation, etc. No general issues noted.



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.

FINISHES

FLOORS

Type

Carpet, Vinyl

Comments

No obvious stains. Looks to be undamaged. Floor coverings look to be new with no concerns.



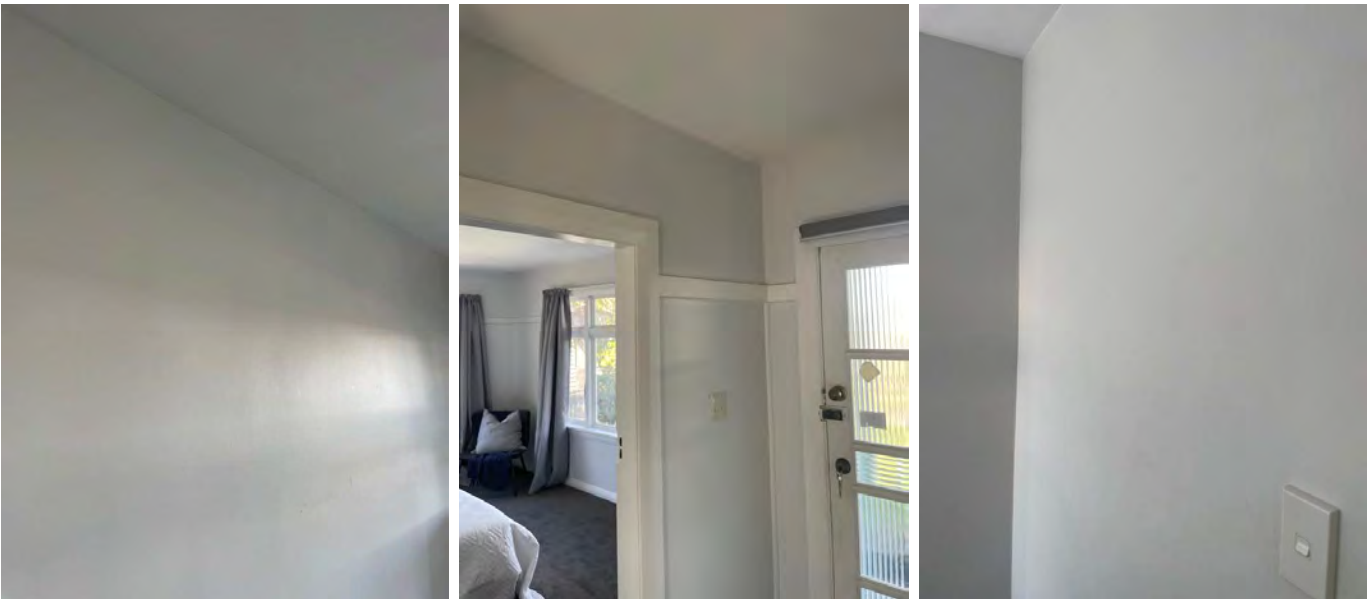
WALLS

Type

Drywall/plaster, Other, wood panelling, wall paper.

Comments

Looks to have been recently repainted. Typical of its age, no major concerns.



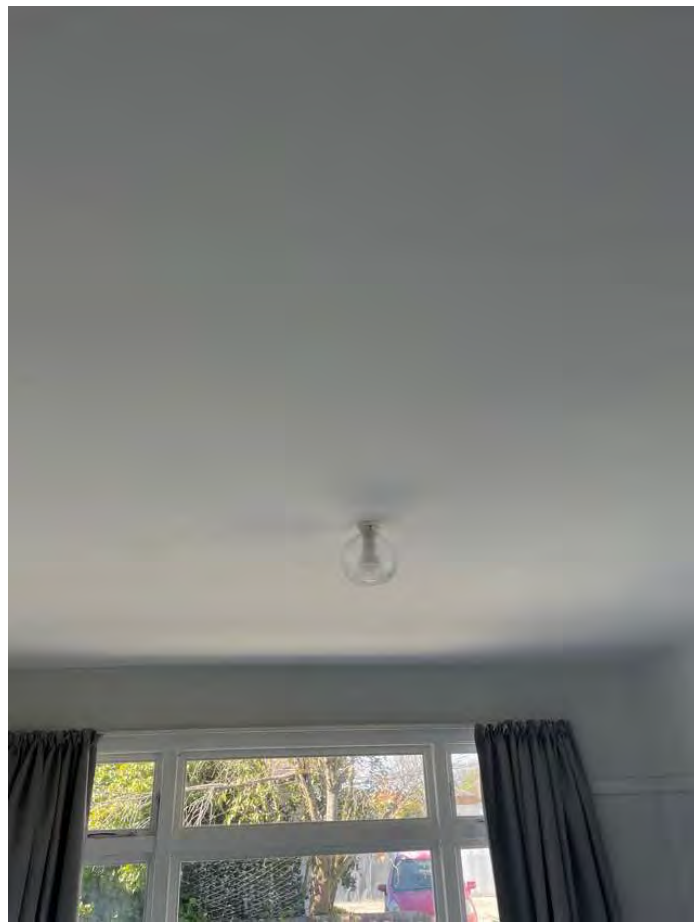
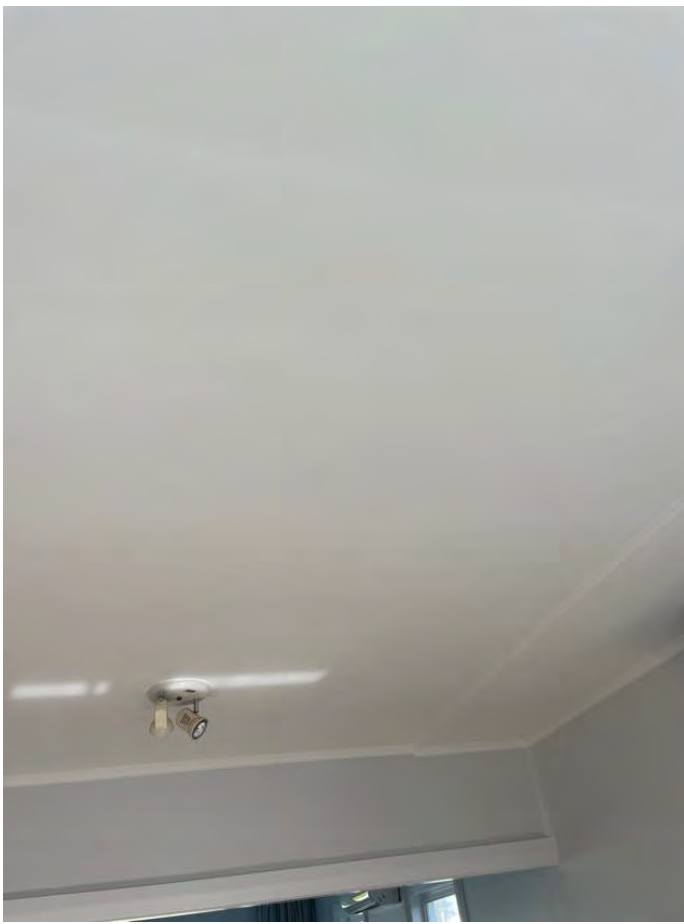
CEILINGS

Type

Drywall/plaster, Lath and plaster, Other

Comments

Looks to be recently painted. Typical of its age. No major concerns noted.



APPLIANCES

Appliance list

Dishwasher, Stove and oven

Comments

No testing of appliances was performed during this inspection.

SAFETY SYSTEMS

Type

Smoke detector

Comments

To comply with rental regulations and good practice, it is recommended that photoelectric smoke alarms be installed within 3 metres 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.

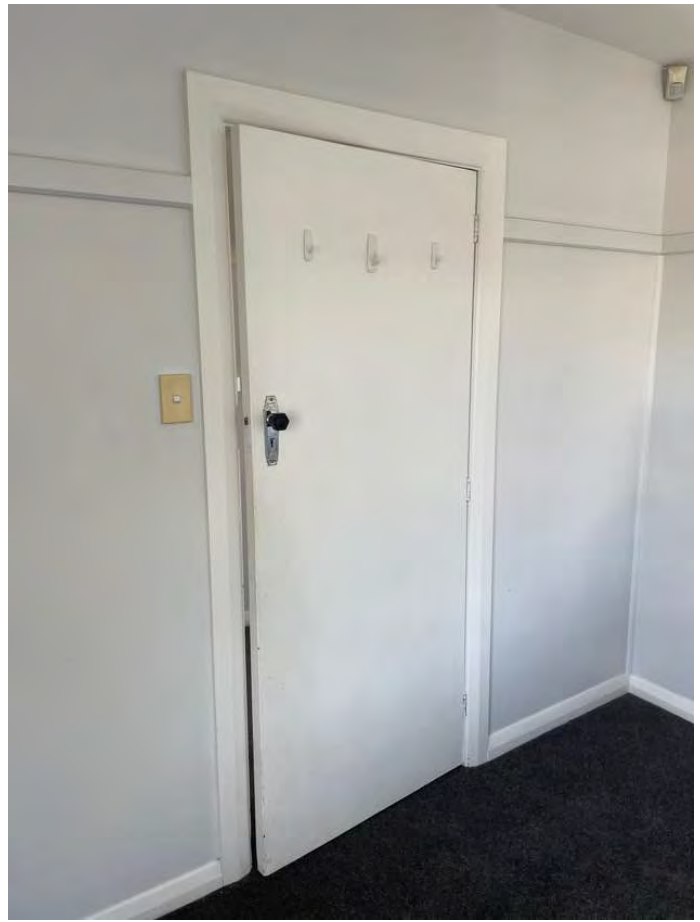


JOINERY

DOORS

Comments

Doors are functioning fine, with no attention or adjustments needed.



WINDOWS

Material

Timber

Glazing

Single, Retrofit double glazing

Comments

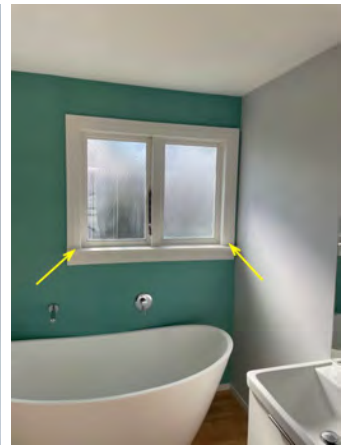
There was slight signs of moisture build up on the bathroom window sill which could be contributing to the elevated moisture readings noted in the 'moisture' section of this report. Some of the timber window sashes are catching or unable to open due to sticking, and some hardware is loose. It is recommended to consult a qualified carpenter to adjust hardware and ease windows where required to help operate freely.



Slight signs of moisture build up here which could be contributing to the elevated moisture readings noted.



Slight signs of moisture build up here which could be contributing to the elevated moisture readings noted.

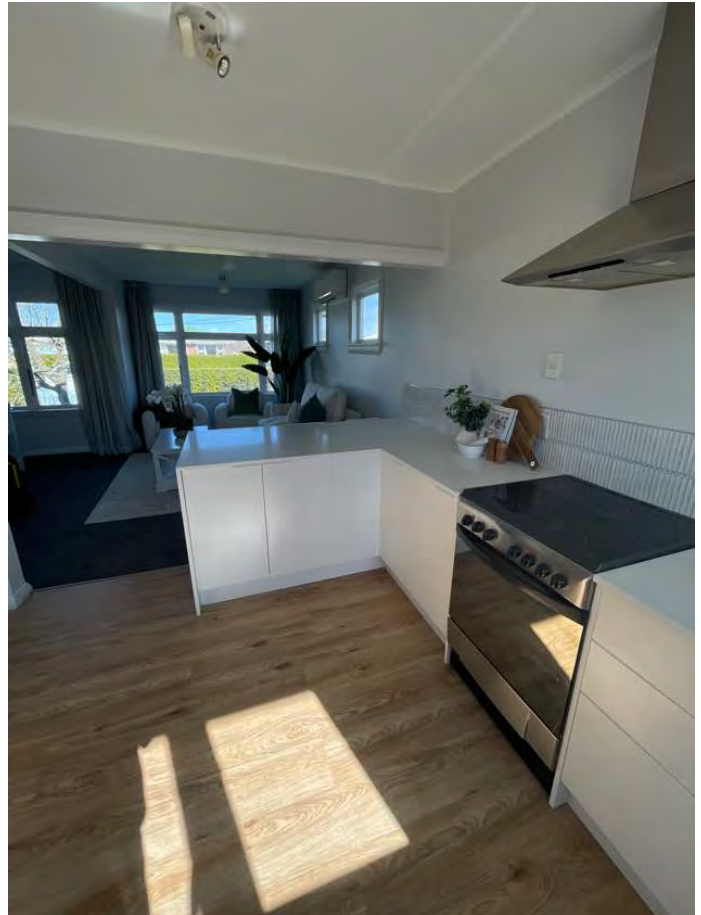


Slight signs of moisture build up here which could be contributing to the elevated moisture readings noted.

CABINETRY AND COUNTER

Comments

No adjustments needed to cabinetry.



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.

WATER SUPPLY

Water source

Public - Council supply

Cold water shower pressure

Moderate

Hot water shower pressure

Moderate

Comments

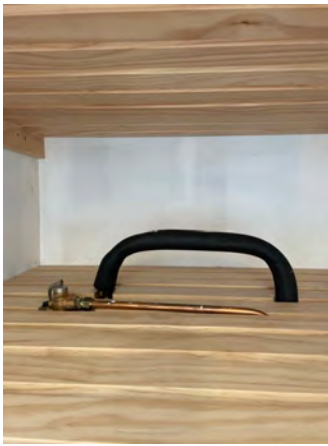
WATER HEATING

Type

Hot water cylinder x 2.

Comments

No leaks observed. Proper seismic restraints installed to hot water cylinder. Looks to have been professionally installed.



WASTE PIPING & WATER SUPPLY (UNDER SINKS)

Comments

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



SHOWER(S)

How many showers?

1

Leaks from shower stall?

No

Leaks from shower fittings?

No

Comments



TOILET(S)

How many toilets?

1

Leaks from toilet?

No

Cistern closing off water supply properly?

Yes

Comments



BATH(S)

How many baths

1

Leaks from tub?

No

Leaks from fittings?

No
Comments



EXTRACTION FAN(S)

Type

Rangehood, Extractor fan(s)

Comments

Powered on and appears to be operating fine. Extractors appear to be ducted externally.



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, nor can we warrant or confirm their safety. No specialist or thorough 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.

MAINS DELIVERY AND ANCILLARY POWER SOURCES

Type

Overhead mains connection.

Comments



SWITCHBOARD & METER BOX

Breakers

Mix of modern & old

Comments

Modern meter box. Somewhat dated switchboard Looks to have been professionally installed. No signs of excess heat build up.



LIGHTS

All interior lights work at the time of inspection?

Yes

Comments

POWER SOCKETS

Comments

Please note that only sockets that were readily visible and accessible and had nothing plugged into them at the time of inspection were tested; any others are excluded from this report. Two power sockets in the bathroom were not working at the time of inspection.



Two power sockets in the bathroom were not working.

HEATING/COOLING/VENTILATION OVERVIEW

LIMITATION(S) in this section

No thorough or electrical testing of the heating or its elements is undertaken during this inspection; we are not heating or electrical specialists. If you are concerned about these elements, it is recommended that you seek advice and further testing from a suitably qualified specialist.

HEATING/COOLING/VENTILATION

Type

Heat pump(s), Electric wall heater(s)

Comments

Looks to have been professionally installed. No testing of these elements was carried out during this inspection. Please consult a suitably qualified specialist for testing of these elements.



CERTIFICATE OF INSPECTION

Client Name

Islay Rackham

Site address

65 Coopers Road, Dallington .

Inspector Details

Inspected Residential Limited. Property Inspected by Graeme Potts 021 244 1047
graeme.potts@inspectedresidential.co.nz Qualified builder, Licensed Building Practitioner
National Certificate in Carpentry and National Certificate in Construction (Leading Hand). I certify that
this inspection was carried out in accordance with NZS4306:2005 and I am competent to undertake
this inspection.

Date/Time

28/08/2025

The following Areas of the property have been inspected

Site

☒ Yes ☐ No ☐ NA

Subfloor

☐ Yes ☒ No ☐ NA

Exterior

☒ Yes ☐ No ☐ NA

Roof Exterior

☒ Yes ☐ No ☐ NA

Roof Space

☒ Yes ☐ No ☐ NA

Interior

☒ Yes ☐ No ☐ NA

Services

☒ Yes ☐ No ☐ NA

Accessory units, ancillary spaces and buildings

☒ Yes ☐ No ☐ NA

Inspector signature**Signed date**

28/08/2025

Areas inspected

SITE

Orientation of living spaces

☒ Yes ☐ No ☐ NA

Site exposure, contour & vegetation

☐ Yes ☒ No ☐ NA

Retaining walls

☐ Yes ☐ No ☒ NA

Paths, steps, handrails & driveways

☒ Yes ☐ No ☐ NA

Fencing

☒ Yes ☐ No ☐ NA

Surface water control

☐ Yes ☒ No ☐ NA

Location of access point

☒ Yes ☐ No ☐ NA

Accessibility

☒ Yes ☐ No ☐ NA

Foundation type & condition

☒ Yes ☐ No ☐ NA

Foundation walls

☒ Yes ☐ No ☐ NA

Ground condition

☐ Yes ☒ No ☐ NA

Ground vapour barrier

☐ Yes ☒ No ☐ NA

Drainage

☐ Yes ☒ No ☐ NA

Ventilation adequacy

☐ Yes ☒ No ☐ NA

Pile type, instability & condition

☐ Yes ☒ No ☐ NA

Pile to bearer connections

☐ Yes ☒ No ☐ NA

Obvious structural alteration

☐ Yes ☒ No ☐ NA

Ground clearance of timber framing

☐ Yes ☒ No ☐ NA

Floor Type (timber or suspended concrete)

☒ Yes ☐ No ☐ NA

Timber Framing & bracing

☐ Yes ☒ No ☐ NA

Insulation type, approximate thickness, coverage & condition

☐ Yes ☒ No ☐ NA

Plumbing - Material types, leakage & support

☐ Yes ☒ No ☐ NA

Electrical - wiring type & support

☐ Yes ☒ No ☐ NA

Insect and pest infestation

☐ Yes ☒ No ☐ NA

Rotting timbers

☐ Yes ☒ No ☐ NA

Debris

☐ Yes ☒ No ☐ NA

Construction type

☒ Yes ☐ No ☐ NA

Cladding

☒ Yes ☐ No ☐ NA

Chimneys

☐ Yes ☒ No ☐ NA

Exterior Stairs

☒ Yes ☐ No ☐ NA

Balconies, verandahs, patios, etc

☒ Yes ☐ No ☐ NA

Roof material

☒ Yes ☐ No ☐ NA

Roof condition

☒ Yes ☐ No ☐ NA

Roof water collection

☒ Yes ☐ No ☐ NA

Downpipes

☒ Yes ☐ No ☐ NA

Eaves, Fascia & soffits

☒ Yes ☐ No ☐ NA

ROOF SPACE

Accessibility

☒ Yes ☐ No ☐ NA

Roof cladding

☒ Yes ☐ No ☐ NA

Thermal insulation type, clearances, approximate thickness & coverage

☒ Yes ☐ No ☐ NA

Sarking

☐ Yes ☐ No ☒ NA

Party walls fire proofing

☐ Yes ☐ No ☒ NA

Roofing underlay & support

☒ Yes ☐ No ☐ NA

Roof frame construction & connections

☒ Yes ☐ No ☐ NA

Ceiling construction

☒ Yes ☐ No ☐ NA

Obvious structural alterations

☒ Yes ☐ No ☐ NA

Insect and pest infestation

☒ Yes ☐ No ☐ NA

Rotting timbers

☒ Yes ☐ No ☐ NA

Discharges into roof space

☒ Yes ☐ No ☐ NA

Plumbing - Material types, leakages & support

☒ Yes ☐ No ☐ NA

Electrical - wiring type & support

☒ Yes ☐ No ☐ NA

Tile fixings

☐ Yes ☐ No ☒ NA

INTERIOR

Ceilings

☒ Yes ☐ No ☐ NA

Walls

☒ Yes ☐ No ☐ NA

Timber floors

☒ Yes ☐ No ☐ NA

Concrete floors

☐ Yes ☐ No ☒ NA

Doors & frames

☒ Yes ☐ No ☐ NA

Electrical operation of switches

☒ Yes ☐ No ☐ NA

Heating systems

☒ Yes ☐ No ☐ NA

Kitchen

☒ Yes ☐ No ☐ NA

Kitchen benchtop

☒ Yes ☐ No ☐ NA

Kitchen cabinetry

☒ Yes ☐ No ☐ NA

Kitchen sink

☒ Yes ☐ No ☐ NA

kitchen tiles

☐ Yes ☒ No ☐ NA

Kitchen air extraction system

☒ Yes ☐ No ☐ NA

Bathroom, WC & ensuites

☒ Yes ☐ No ☐ NA

Bathroom Floors

☒ Yes ☐ No ☐ NA

Cistern, pan & Bidit

☒ Yes ☐ No ☐ NA

Bathroom tiles

☐ Yes ☐ No ☒ NA

Bath

☒ Yes ☐ No ☐ NA

Shower

☒ Yes ☐ No ☐ NA

Bathroom vanity/washbasin

☒ Yes ☐ No ☐ NA

Bathroom ventilation

☒ Yes ☐ No ☐ NA

Bathroom special features

☐ Yes ☐ No ☒ NA

Laundry

☒ Yes ☐ No ☐ NA

Laundry location

☒ Yes ☐ No ☐ NA

Laundry floors

☒ Yes ☐ No ☐ NA

Laundry tubs/cabinets

☒ Yes ☐ No ☐ NA

Laundry tiles

☐ Yes ☐ No ☒ NA

Laundry ventilation

☒ Yes ☐ No ☐ NA

Storage

☒ Yes ☐ No ☐ NA

Stairs

☐ Yes ☐ No ☒ NA

Exterior windows & doors

☒ Yes ☐ No ☐ NA

Services

Fire warning & control systems

☒ Yes ☐ No ☐ NA

Heating systems

☒ Yes ☐ No ☐ NA

Central vacuum systems

☐ Yes ☐ No ☒ NA

Ventilation systems

☒ Yes ☐ No ☐ NA

Security systems

☐ Yes ☐ No ☒ NA

Electrical services

☒ Yes ☐ No ☐ NA

Gas services

☐ Yes ☐ No ☒ NA

Water Services

☒ Yes ☐ No ☐ NA

Hot water services

☒ Yes ☐ No ☐ NA

Foul water disposal

☒ Yes ☐ No ☐ NA

Grey water recycling system

☒ Yes ☐ No ☐ NA

Rainwater collection systems

☒ Yes ☐ No ☐ NA

Solar heating

☐ Yes ☐ No ☒ NA

Aerials & antennae

☒ Yes ☐ No ☐ NA

Shading systems

☐ Yes ☐ No ☒ NA

Telecommunications

☐ Yes ☒ No ☐ NA

Lifts

☐ Yes ☐ No ☒ NA

ANCILLARY SPACES

Exterior claddings

☒ Yes ☐ No ☐ NA

Floors

☒ Yes ☐ No ☐ NA

Roofs

☒ Yes ☐ No ☐ NA

Subfloor

☐ Yes ☐ No ☒ NA

Maintenance

This comprehensive list covers a wide range of maintenance tasks to help homeowners keep their residential properties in excellent condition, extend the life of their systems and components, and avoid costly repairs. Tailor the list to the specific needs and features of your home as necessary.

Monthly Maintenance:

- **Test smoke detectors and carbon monoxide alarms:** Replace batteries as needed.
- **Clean garbage disposal:** Prevent odours and maintain functionality.
- **Inspect plumbing for leaks:** Check under sinks and around appliances.
- **Check for signs of pests:** Look for droppings, nests, or entry points.
- **Inspect and clean range hood filters:** Remove grease buildup for fire safety.
- **Clean and maintain dryer vent:** Prevent lint buildup and fire hazards.
- **Monitor for mould and mildew,** Especially in bathrooms, laundry, and exterior joinery.

Quarterly Maintenance:

- **Inspect and clean metal joinery tracks:** Ensure proper operation.
- **Check HVAC filters:** Maintain efficient heating and cooling systems.
- **Inspect and clean gutters and downspouts:** Remove debris to prevent blockages.
- **Clean fittings and taps:** Remove mineral deposits.
- **Inspect ceiling cavity and crawl spaces:** Look for signs of pests or leaks.
- **Clean kitchen and bathroom grout and sealant:** Prevent mould and mildew.
- **Trim trees and bushes:** Prevent overgrowth and potential damage to any structures.

Bi-Annual Maintenance:

- **Check seals and grout in showers and tubs:** Prevent water damage.
- **Inspect windows and doors for proper seals:** Address gaps or drafts.
- **Test garage door opener safety features:** Ensure auto-reverse is functioning.

Annual Maintenance:

- **Lubricate door hinges and locks:** Prevent squeaks and extend the products lifespan
- **Check for exterior paint damage:** Touch up or repaint as needed.
- **Inspect the roof:** Look for damage, leaks, or flashing issues.
- **Deep clean floors and carpets:** Professionally clean or rent equipment.
- **Clean and inspect chimney:** Ensure safe operation if you have a fireplace.
- **Pressure wash exterior surfaces:** Remove dirt, algae, and stains.
- **Inspect and clean dryer vent:** Prevent fire hazards and improve efficiency.
- **Check the foundation:** Look for cracks, settling, or water intrusion.
- **Inspect and clean oven and stove:** Remove built-up grease and debris.
- **Clean and seal wood decks and fences:** Protect against weathering.
- **Fertilize and aerate the lawn:** Promote healthy growth.

- **Inspect and clean outdoor lighting:** Ensure safety and visibility.
- **Flush hot water cylinder:** Remove sediment to maintain efficiency.
- **Service the HVAC system:** Schedule a professional tune-up for heating and cooling equipment.
- **Test and inspect irrigation system:** Address any leaks or malfunctions.
- **Review insurance policies:** Ensure adequate coverage for the property's value and location.

Seasonal Maintenance:

- **Spring:** Clean and repair outdoor furniture, prepare garden beds, and check sprinkler systems.
- **Summer:** Maintain the lawn clean and seal outdoor wood surfaces.
- **Autumn:** Rake leaves, clean gutters, and prepare for winter weather.
- **Winter:** Check insulation and weatherstripping; clear snow and ice from walkways.

As Needed Maintenance:

- **Address plumbing leaks:** Promptly repair any leaks to prevent water damage.
- **Electrical faults:** Get any potential issues checked by an electrical specialist as they arise, i.e. flickering lights, buzzing noises, signs of excessive heat build-up, etc.
- **Pest control:** Deal with infestations as they arise.
- **Appliance maintenance:** Follow the manufacturer's recommendations for your appliances.
- **Inspect and clean septic tanks:** If applicable, maintain septic systems as needed.
- **Evaluate and maintain swimming pools:** Ensure proper chemical balance and equipment maintenance.
- **Inspect and clean ventilation systems:** Ensure proper airflow and air quality.

Borer Information

What is Borer?

Borer is a pest capable of causing significant damage to timber in homes and other structures throughout New Zealand. Small (2-4mm) flight holes on the surface of timbers, doors and furniture are signs that borer is present in your home. Another obvious sign is fine sawdust piles close to the holes.

What causes Borer infestation?

Borer are drawn to seasoned or moist untreated timber. They are commonly found on the south-facing sides of buildings or in floor timbers that are prone to dampness. Borer prefer soft or untreated wood and are often found in untreated native timbers in older homes built before the 1960s. Some types of wood, such as macrocarpa, are naturally resistant to insect attack, and kiln-drying radiata pine improves its resistance to borer. Sawn timber is also more susceptible to borer attack than timber with a smooth surface.

What do you do if you have a Borer infestation?

Timber infested with borer can be treated, but if the damage is severe, the timber may need to be reinforced or replaced. The only long-term solution for borer is a residual surface treatment with a product containing insecticide or preservative. It's essential that the treatment lasts longer than the borer's lifecycle, which can range from 4 to 11 years depending on the species. This treatment can only be applied to bare timber, so paint or varnish coatings may need to be removed first.

Airborne treatments like bombs, misting, or fogging will only kill the adult borers and won't stop the larvae from continuing to damage the timber. Furniture can be treated by fumigation through a certified pest control company or by injecting insecticide into the flight holes.

If your inspector has advised they believe borer may be present in the property, it is recommended that you engage a suitably qualified pest control professional to confirm this before proceeding with treatment



Asbestos Information

What is Asbestos?

Asbestos refers to a group of six naturally occurring minerals composed of thin, needle-like fibres found in rock and soil. These fibres are so small that they can only be seen under a microscope.

Why was Asbestos used?

Asbestos was widely used in construction until the mid-1980s due to its resistance to heat, electricity, and corrosion. It is commonly found in materials like sprayed-on fireproofing, sound-proofing, thermal insulation, decorative coatings, vinyl flooring, cement products, roofing sheets, and pipe lagging.

Why is Asbestos dangerous?

When asbestos-containing materials (ACMs) are disturbed, they release tiny fibres into the air. Inhaling these fibres poses serious health risks, as they can become lodged in the lungs and lead to diseases such as asbestosis, lung cancer, and mesothelioma.

What should you do if Asbestos is present?

Undisturbed asbestos poses minimal risk, and removal is typically unnecessary. However, if the material is damaged, it should be addressed promptly. In most cases, asbestos removal must be carried out by a qualified professional with a WorkSafe licence.

If your inspector suspects the presence of asbestos in your property, it's recommended to engage a suitably qualified professional to confirm this, especially if any damage is observed.



Leaky Homes Information

What is a leaky home?

A leaky home is where moisture gets trapped between the exterior cladding and interior wall frames due to cracks in the exterior cladding and the absence of a cavity system that is designed to ventilate any moisture that may get in. This can lead to rotting of the frames, mould growth and damage to the interior of the home. High-risk homes are typically Mediterranean-style homes with monolithic cladding, commonly built between the late 1980s and mid-2000s.

How can I identify a leaky home?

There are often few visible signs that a building is leaky, but certain features, including its construction year, can suggest its likelihood of leaking. Major risk factors include insufficient ground clearance, cracks in the cladding or joinery, penetrations or openings in the cladding, window flashings, and enclosed balconies or cantilevered decks.

What do you do if you think there are leaks/moisture issues?

Leaky buildings can be expensive to repair. A non-invasive moisture test is the first step to locating any potential moisture ingress.

Your inspector will advise if any high readings are taken and recommend that an invasive test be completed by a suitably qualified professional if required.



Lead-Based Paint Information

What is lead-based paint?

As the name suggests, it is paint containing the heavy metal lead. Lead is added to paint to accelerate drying, increase durability, maintain a fresh appearance, and resist moisture, which can cause corrosion.

Can you identify lead-based paint?

Unfortunately it's not possible to identify lead-based paints by appearance, however, there are kits available to test for the presence of lead. Health New Zealand advises that if the property was built in the 1980s or earlier, it is best to presume that lead-based paint was used.

Why is lead-based paint dangerous?

Incorrect removal of lead-based paints can result in lead poisoning due to ingestion of the paint dust, which has severe health risks.

What can I do if my property has lead-based paint?

If the paint is in good condition, there is minimal risk. However, deteriorating paint is a health hazard and needs immediate attention, especially in the interior of the home. There are many methods to removing lead-based paint, such as wet sanding, dry sanding, scraping, and waterblasting.

Due to the hazardous nature of airborne lead, it is highly recommended that you consult a suitably qualified professional to remove any lead-based paint to prevent it spreading past the affected area(s) and remaining on the property.



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,
- building owner consent where you are a commercial tenant; or
 - landlord consent where you are a residential tenant; or
 - any other consent from a third party in connection with the Premises,
 - 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:
- Access** you must arrange access to the Premises including, where applicable, gate access; and
 - Deactivate alarm systems** you must deactivate alarm systems; and
 - 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
 - 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:**
- 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
 - the quality of the design of such Systems; and/or
 - 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:
- 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

- 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 Owning Payable on Due Date** All amounts specified in an invoice will require payment on the due date specified in the invoice (**Amounts Owning**).
- 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 Owed** Amounts Owed which are due and payable must be made without set-off or deduction of any kind.
- 44. If You Dispute the Amount Owed** If you receive an invoice and you consider you owe us a lesser amount than the sum stated as the Amount Owed, you must notify us within **five (5) Business Days** of receiving our invoice.
- 45. Duty to Pay Undisputed Amounts Owed** You acknowledge and agree that you will not be entitled to withhold payment in respect of any undisputed Amount Owed.
- 46. Overdue Amounts Owed** If you do not pay an Amount Owed by the Due Date or any later date we have agreed in writing, this becomes an Overdue Amount Owed. 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 Owed 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 Owed. 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 Owed 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