

CONSULTING ENGINEER

G. W. TURNER

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Earthquake Damaged House Habitability Report

Client



Site Address

20 Dunarnan St, Avonside, Christchurch

Date of Inspection

22 October 2015

Purpose

To assess the suitability of the house only for future habitation

General:

- This 1950's style single storey timber framed ex-state house had strip and pile foundations, brick veneer wall cladding and a heavy tile roof.
- Earthquake damage included some foundation cracking and associated brick veneer cracking. Some interior lining damage was apparent, especially along the interior of the north wall. Gross floor level settlement had occurred, with a total fall of approximately 100mm to the north and west. While the floor level range was significantly in excess of the MBIE acceptable value, the joinery remained functional and floor planes reasonably flat.
- No evidence of water leakage, seepage or fungal growth to the house interior was apparent.
- It is understood that this house has been continuously occupied throughout and since the earthquake sequence.

Conclusion:

This house, while affected by earthquake settlement and some shaking damage, has no apparent health or safety issues which would be expected to adversely affect its continued habitability.

Conditions:

- This report is issued conditional upon the Client's acceptance of the IPENZ Standard Conditions of Consultant Engagement (attached).
- The observations and any recommendations described in this report are based upon the observable condition of the structure at the time of the inspection, and may be affected by subsequent ground movement or other environmental influences.

Yours faithfully,



27-10-2015

Geoff Turner,
Chartered Professional Engineer 136741

file 1629

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

BETWEEN: Ms Liz Sawers

(CLIENT)

AND: G W Turner Consulting Engineer

(CONSULTANT)

Collectively referred to herein as the "Parties" and individually as a "Party"

PROJECT:

House habitability report

LOCATION:

20 Dunarnan St, Avonside, Christchurch

SCOPE & NATURE OF THE SERVICES:

Site inspection and report

PROGRAMME FOR THE SERVICES:

asap

FEES & TIMING OF PAYMENTS: Estimate provided \$600 + gst

\$150 + gst per hour

\$1.00 + gst per kilometre travel

INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT:

Site access

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.

VARIATIONS TO THE SHORT FORM MODEL CONDITIONS OF ENGAGEMENT (OVERLEAF):

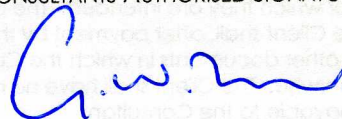
N/A

CLIENT AUTHORISED SIGNATORY (IES):

PRINT NAME:

DATE:

CONSULTANTS AUTHORISED SIGNATORY (IES):



PRINT NAME: G W TURNER

DATE: 27 October 2015

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. The Client and the Consultant agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ250,000.
12. Neither Party shall be liable for any loss or damage occurring after a period of six years from the date on which the Services were completed.
13. The Consultant acknowledges that the Consultant currently holds a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. The Consultant shall retain intellectual property/copyright in all drawings, specifications and other documents prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works to which the Services relate and the purpose for which they are intended. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses remain payable to the Consultant.
16. The Consultant has not and will not assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of this engagement. The Consultant and Client agree that in terms of the Act, the Consultant will not be the person who controls the place of work.
17. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.