

# GRIFFIOEN.

## BUILDING INSPECTION REPORT

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## 3 Lexington Place, Shirley



**Prepared for**

Peter Mitchell

**Others present during inspection**

Vacant

**Date**

12/12/2025

**Weather**

Fine

Property Inspected by Damien Guest 022 103 1198  
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and Licensed Building Practitioner, National Certificate in  
Carpentry  
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.
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## CONDITION KEY

<b>Optimal</b>	In a new or like new condition; no visual deterioration or issues, with no typical maintenance or remediation required.
<b>Sound</b>	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.
<b>Serviceable</b>	In a condition that shows some deterioration and may require some level of remediation, functionality has declined but is still okay.
<b>Marginal</b>	Condition in which may no longer function as intended; deterioration to the point that remediation is required.
<b>Compromised</b>	Completely deteriorated and likely no longer functioning as intended.

## GENERAL BUILDING ELEMENTS GLOSSARY

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

# PROPERTY DETAILS

## Approximate age of main dwelling

1996

## Building type

Stand alone

## Levels/storeys

2

## Site exposure

Semi sheltered

## Dwelling elevations



West elevation.



South elevation.



West elevation.



North elevation.

## Weathertightness Risk

Please note that all properties will incur some level of weather-tightness risk. So do not be alarmed if the property registers a score. This is an informative score to help you quantify the weather-tightness risk. This scale is from low risk - very high risk. The weather tightness risk score ranges from 0 to 18, with 0 indicating the lowest risk and 18 indicating the highest risk.

## Wind Zone

### Number of Storeys

High Risk - Two Storeys

### Roof/Wall Intersection Design

Medium Risk - Roof-to-wall intersection partly exposed (e.g. hip and gable roof with no eaves)

### Eaves Width (Estimated if Out of Reach)

Very high - 0-100mm at first floor level, or 0-450mm at second floor level, or 0-600mm at third floor level.

### Envelope Complexity

Low Risk - Simple rectangular, L, T or boomerang shape, with single cladding type

### Deck Designs

Low Risk - None, timber slat deck or porch at ground level.

## Weathertightness Risk Score Out of 18

6

# 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. Some areas of remediation and maintenance are commented on in this report.

## Roof

The roof is in need of a clean to remove lichen and moss. Remediation is required to the noted flashings to improve weather tightness.

## Exterior

The exterior has been well maintained. Some maintenance and minor cosmetic items have been mentioned in the exterior section of the report.

## Structure

There were no elevated moisture readings indicated at the time of inspection. The floor levels comply with MBIE guidelines. Although there are deviations in the floor, these are within acceptable tolerances. All ceiling cavity batts should be pulled away from the lights to prevent a potential fire hazard. The bathroom extraction ducting in the ceiling cavity has come loose and requires reattachment.

## Interior

Paint bubbling is visible on the west end bedroom ceiling. No elevated readings were taken at the time of inspection. It is unclear the cause. Further monitoring should be taken. General cosmetic damage and wear and tear is visible throughout. If this is of concern, consult with a suitably qualified decorator for assessment and remediation.

## Plumbing

The plumbing all looks to be functioning as intended.

## Electrical

Several lights were not operational at the time of inspection. Bulb replacement will likely fix this. However, this was not tested or confirmed.

## HVAC

The noted electric wall heaters would not turn on at the time of inspection. Consult with a suitably qualified electrician for assessment and repair.

# 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

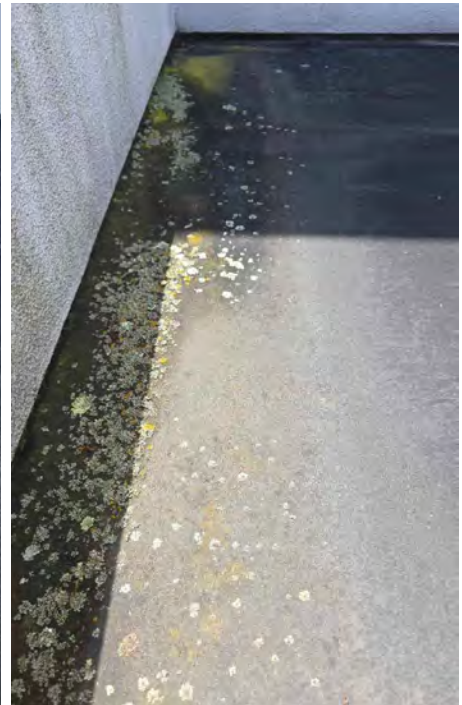
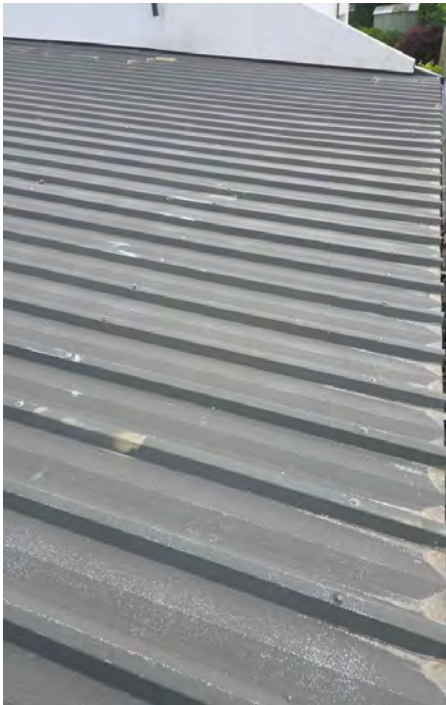
Sloped, Flat

### Material(s)

Corrugated Iron, Metal profile

### Comments

Sufficient slope for water run off. Maintained well. In need of being treated with herbicide to kill off lichen and moss as on going maintenance. The garage roof is fastened down with roofing nails; these are prone to popping over time. Replace any that have popped.





## FLASHINGS

### Type

Hips & Ridges, Penetration(s)

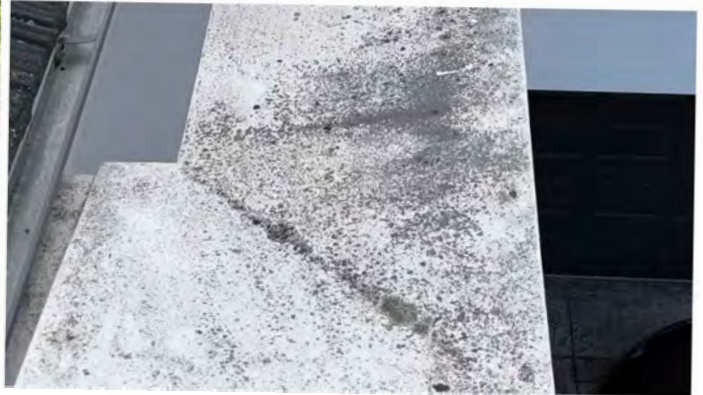
### Material(s)

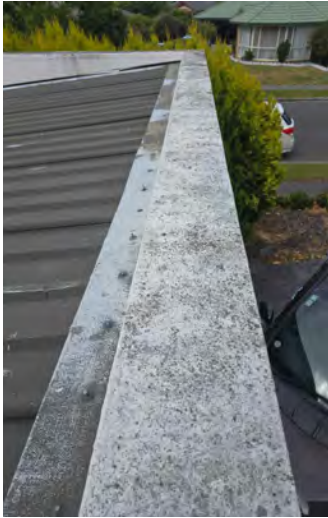
Metal

## Comments

Sufficient overlap. Looks to be sealing and functioning as intended. Install a flashing to the noted area to improve weather tightness. The molding under the polystyrene has fallen out in several places. This molding helps prevent water absorption along the bottom of the polystyrene. The molding should be re fixed to improve weather tightness.







Popped nails along the ridge flashing.

The plastic molding under the polystyrene has fallen down above the garage.



The plastic molding under the polystyrene has fallen down above the garage.

Missing flashing above the garage.

The plastic molding under the polystyrene has fallen down above the south side flat roof.

The plastic molding under the polystyrene has fallen down above the south side flat roof.



## GUTTERS AND DOWN PIPES

### Material(s)

Metal downpipes, Metal gutters

### Comments

Downpipes and gutters fixed well in place and not loose. Downpipes on the main dwelling discharge into ground risers. Isolated patches of debris is visible along the garage guttering. remove debris to improve drainage.





## 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.

## EXTERIOR MOISTURE TESTING

### **Test type**

Non-invasive readings were taken using a GANN BL Compact B2 non-invasive moisture meter. Readings were taken externally at locations accessible and considered as most prone to potential underlying moisture issues. 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, some of which may exceed the tolerance due to their composition and not necessarily because of any moisture issues. Additionally, moisture content readings can get up to 3% higher than average during periods of high humidity and cooler air temperatures. Non-invasive moisture testing serves as a preliminary indicator rather than a definitive diagnosis, and occasional irregularities may occur. We will highlight any specific areas of concern if they are identified. Our ability to carry out non-invasive moisture testing externally and to specific elements is very dependent on current and recent weather conditions. Not every reading taken will be documented, including readings taken off a ladder where 3 points of contact are required on the ladder for safety reasons.

### **Comments**

No elevated moisture readings were taken at the time of inspection.







## SOFFIT & FASCIA

### Material

Fibre cement soffit

### Comments

The dwelling has no eaves; eaves are the pitched section of roof that overhangs the exterior walls. The main purpose of these is to decrease the weather tightness risk of the dwelling. Not having eaves can make the home more susceptible to weather tightness issues or leaks from exterior moisture ingress due to the lack of an overhang, which exposes the wall to roof junction to direct weather conditions. This is still an acceptable construction method, but additional care and maintenance are required to ensure these junctions remain weather tight.

## EXTERIOR FOUNDATION (WALLS)

### Type

Concrete slab

## Comments

No concerns identified.

# EXTERIOR DWELLING (WALLS)

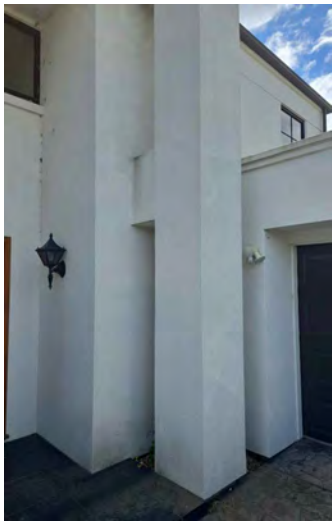
## Type

Direct fixed polystyrene with rendered plaster finish (EIFS) , Block masonry

## Comments

Maintained well. Direct-fixed, plaster finish claddings are prone to weather tightness issues, especially if the exterior of the cladding system is not properly maintained; this is particularly evident in homes that have polystyrene (EIFS) or fibre cement substrate. Also included in this are older plaster finish claddings like rough-cast/stucco over original timber weatherboards or other substrates. If moisture ingress occurs, it is difficult for the internal frames to dry due to the lack of a cavity, which can cause premature deterioration of the internal frames, rot, mould growth and structural damage. Further to this, flashings and junctions on these systems can pose a risk if they have not been installed or finished well. Ensure regular maintenance and cleaning of the cladding system is carried out. Where cracks may appear for an extended period of time, invasive investigation will be required to ensure no moisture has penetrated the cladding. More recent minor cracks should be professionally fixed as they appear. These generally occur at joins, junctions, or corners of exterior joinery, re-plaster and paint using an elastomeric membrane; this ensures that if the plaster does crack, the flexible elastomeric membrane will bridge the crack, assisting with maintaining its weather tightness. This is a visual and non-invasive assessment of the exterior condition. If the home has previously had points of moisture ingress that have since been repaired, it can be difficult to identify moisture potentially trapped behind the cladding inside the framing through a non-invasive assessment.

The ground to cladding clearance is insufficient in areas. The cladding must have a minimum clearance of 100mm to paved surfaces and 175mm to unpaved garden areas to prevent moisture ingress.



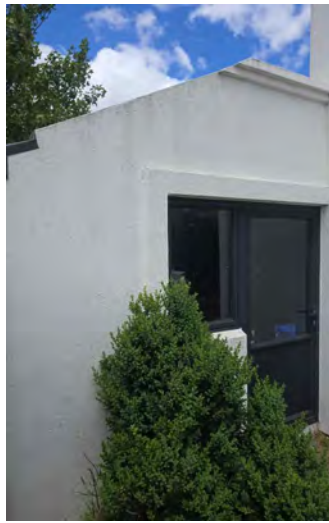
Minor cracking above the garage.



Minor cracking at the bottom of the pergola post.



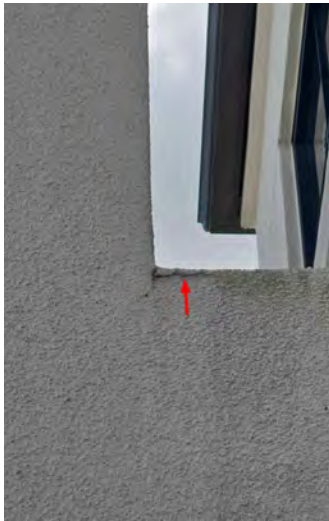
Evidence of repairs.



An example. Insufficient ground clearance.



An example. Insufficient ground clearance.



Minor cracking noted. This does not look to be of concerns as its outside the building envelope.



Minor cracking. This does not look to be of concerns as its outside the building envelope.

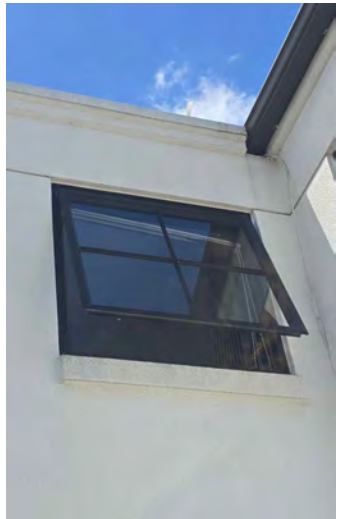
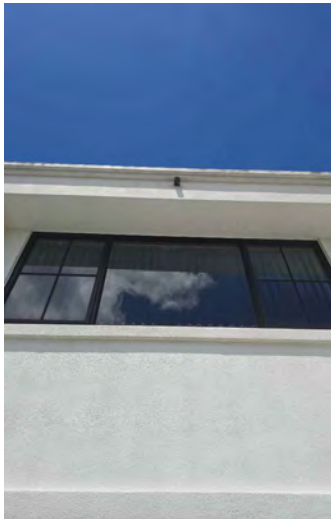
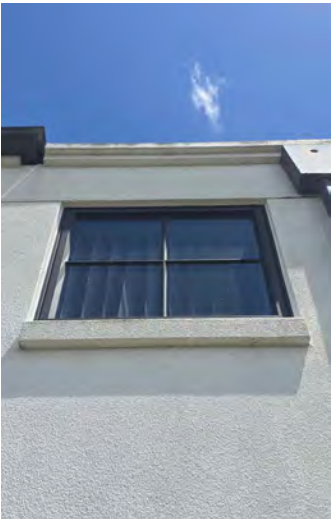
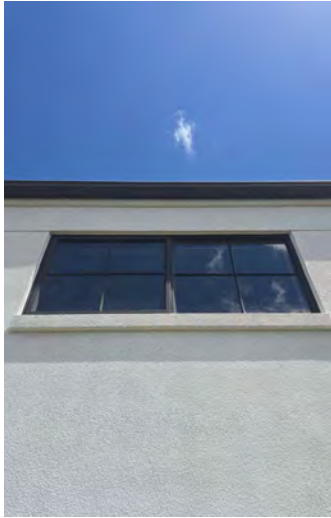
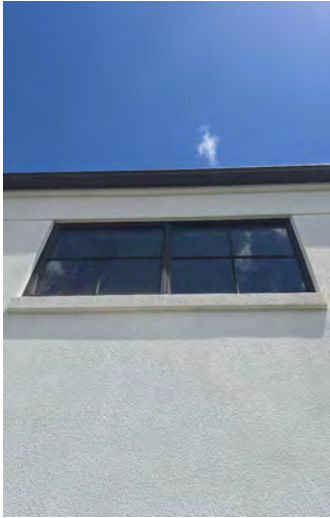
## EXTERIOR JOINERY (VISUAL ASSESSMENT)

### Material

Aluminium, 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. No general concerns.





## EXTERIOR SERVICES

### GULLY TRAP(S)

**Material**

Plastic/PVC, Concrete

## Comments

Gully traps are sufficient height off finished ground level. Traps are configured properly and do not have downpipes directing stormwater into them. Grate installed on traps to prevent debris getting into the grey water system.



## EXTERIOR SERVICES

### Type

Tap(s), Fibre box, Earthing cable, Telecom box

### Comments

Taps are operating fine. No general concerns.



## HARDSCAPING, DECKS, VERANDAS, PATIOS, OTHER

### Type and material

Concrete, Patio(s), Pathways

### Comments

Maintained well. Expansion gaps cut to help prevent cracking to hardscaping. No general concerns.



## DRIVEWAY

### Material

Concrete

### Comments

Maintained well. Proper expansion gaps have been cut to allow for movement and prevent cracking. No general concerns.

## FENCING

### Material

Timber post, rail & paling, Metal

### Comments

Maintained well. Gates working fine. Fix back any loose fence railings back to the post to improve functionality.



The north side fence railing is loose.



## 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.

## 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 <50mm. This check was done using a Technidea Zip Pro-2000. Our conclusion takes into consideration differences in floor covering thicknesses and steps down. Please note that this is not a floor-level survey.

### Comments

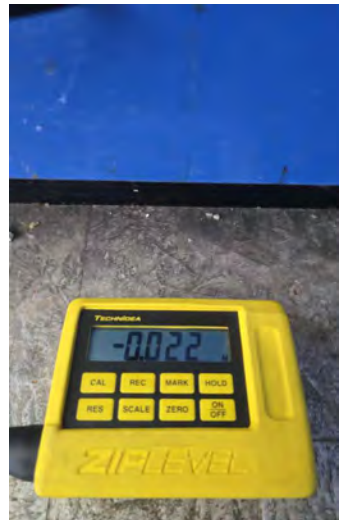
The MBIE guidelines are used as an indicator of whether investigating into the presence of potential issues if necessary. These are simply measurements and not a confirmation of any particular issue. This is only relevant and applicable if there is outstanding earthquake-related structural damage to the dwelling and to assess reasonable use and amenity of a reasonably level floor.



The datum was taken in the living room.



14mm stepdown to the vinyl.





80mm stepdown to the garage.



## 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

No concerning or elevated readings taken.



Under the downstairs toilet vanity.

Behind the downstairs toilet.











Under the upstairs toilet vanity.



Behind the upstairs toilet.

Behind the bathroom vanity on the opposite side of the wall.

Next to the shower stall.

Next to the shower stall.



Behind the shower on the opposite side of the wall.



Under the laundry tub.



Under the west side flat roof where the paint has bubbled.



Under the west side flat roof where the paint has bubbled.



Under the west side flat roof where the paint has bubbled.

## 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.

#### Framing type

Timber, Trusses

#### Structure comments

Fixed well into place. No general concerns.



### Roof underlay/sheathing

Roofing paper

### Comments

No general concerns found.



### Insulation type

Fibre glass

## Comments

Insulation laid throughout. It is strongly recommended all down lights be checked and insulation pulled away from them to prevent a potential fire hazard. Incandescent and halogen lights should not have insulation touching them, a safety gap is required.



An example. The batts should be pulled away from the lights.

## Services types

Electrical, Ducting

## Services comments

The bathroom ducting has come loose and requires reattachment.

## Wiring comments

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.



The bathroom ducting has come loose.

## 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**

Vinyl, Carpet

### **Comments**

Moderate damage and wear and tear is visible throughout.

## **WALLS**

### **Type**

Drywall/plaster

### **Comments**

Moderate cosmetic damage throughout, including marks, dents, etc., from general wear and tear.

## **CEILINGS**

### **Type**

Drywall/plaster

### **Comments**

Paint bubbling has been noted. it is unclear the cause.



Bubbling of paint noted on the west bedroom ceiling under the flat roof.

## SAFETY SYSTEMS

### **Type**

Smoke detectors, Security system

### **Comments**

Smoke alarms are photoelectric and deemed to be in compliant locations and within 3m of each bedroom. No testing was done during this inspection.

## GARAGE

### **Internal access?**

Yes

## Comments

Garage door electric motorised working fine. Wall linings have minimal marks or damage; nothing more than you would reasonably expect for its age. Evidence of repairs have been noted. No general concerns.



Evidence of repairs.



Evidence of repairs.

## JOINERY

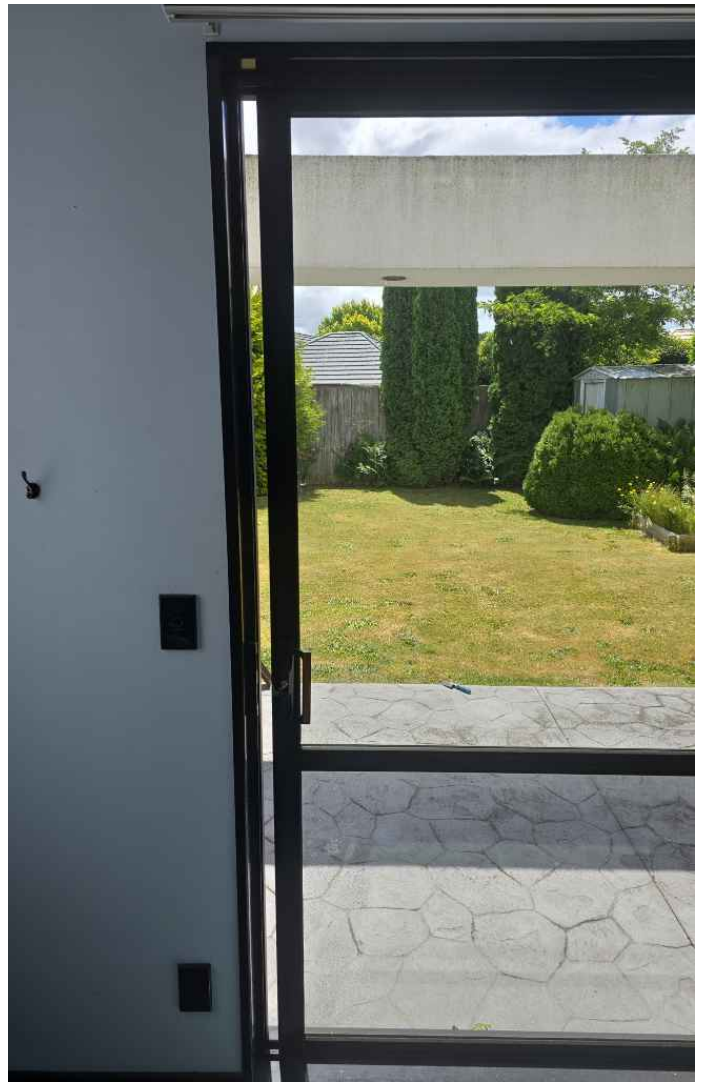
### DOORS

#### Comments

Items in photos need attention. Otherwise all are working fine.



The southwest bedroom wardrobe door requires attention to improve functionality.



The dining room slider requires attention to improve functionality.

## WINDOWS

### Material

Aluminium

### Glazing

Single

### Comments

Operating fine. Window hardware is getting loose on several windows.

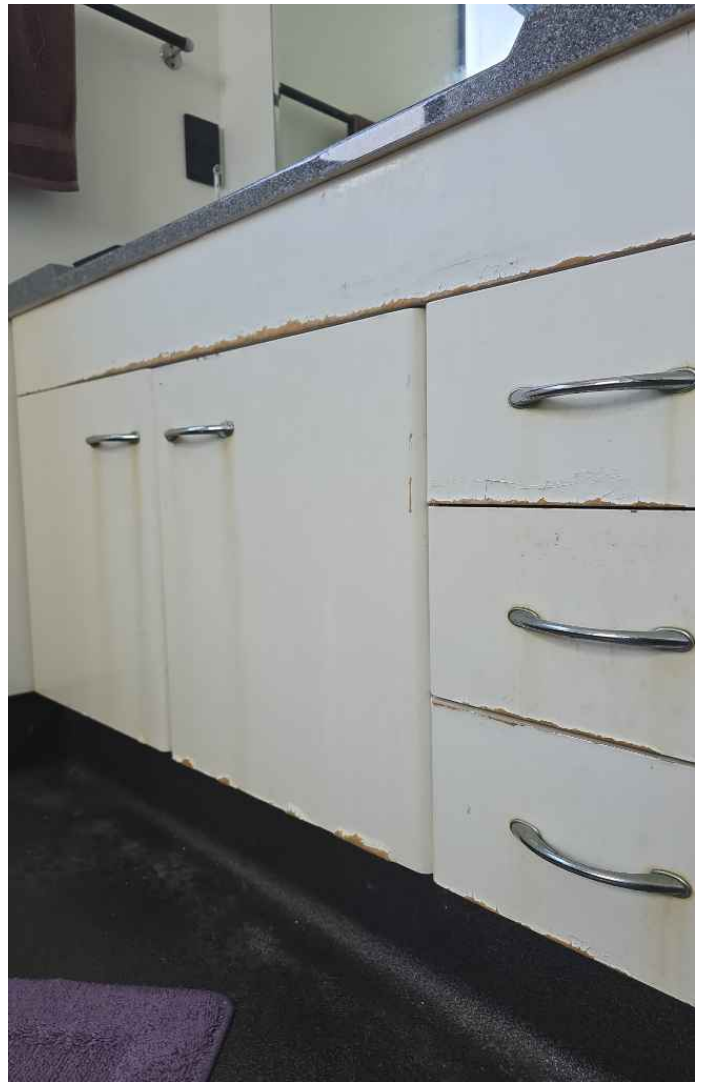
## CABINETRY AND COUNTER

### Comments

No adjustments needed to cabinetry. Water damage to the joinery has been noted.



Water damaged cabinetry.



Water damaged cabinetry.

## STAIRS

### Comments

Balustrade looks to be sound. No concerns.

## 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**

No concerns.

## **WATER HEATING**

### **Type**

Hot water cylinder

### **Comments**

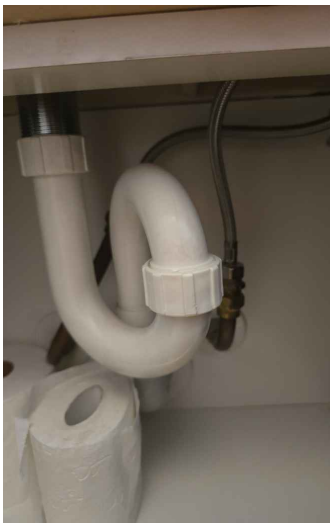
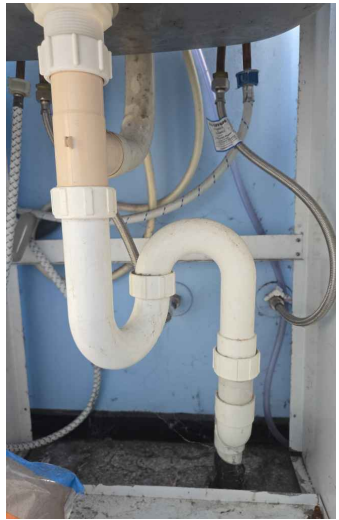
No leaks observed. Proper seismic restraints installed to hot water cylinder. Cylinders, particularly older cylinders, can corrode inside and become compromised when harsh water is run through them; this is particularly evident when the water is chlorinated. Often, this cannot be physically sighted off a non-invasive check. Even if a leak is not picked up at the time of inspection, sudden leaks can occur where corrosion to a fitting or the cylinder suddenly gives way. Ensure cylinders are periodically inspected for their condition and any leaking.



## 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.



## TAPS

### Comments

The noted tap is loose and requires tightening.



Loose bathroom tap.

## SHOWER(S)

**How many showers?**

1

**Leaks from shower stall?**

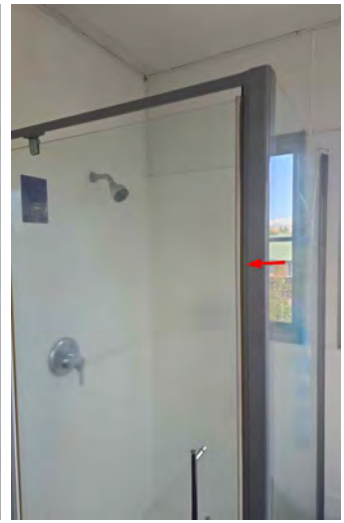
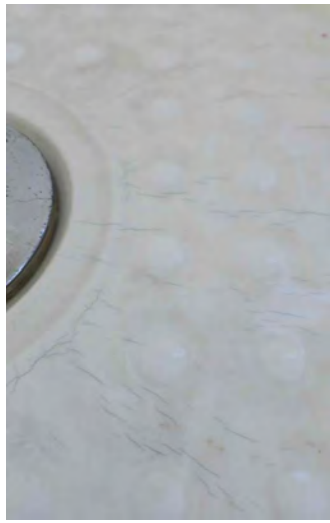
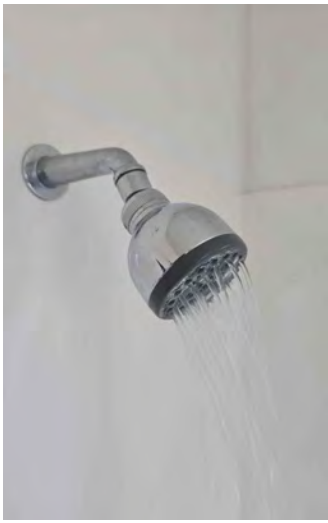
No

**Leaks from shower fittings?**

No

**Comments**

Minor fracturing noted. The door is loose and could be adjusted to improve functionality.



Minor fracturing noted.

The door is loose.

## TOILET(S)

**How many toilets?**

2

**Leaks from toilet?**

No

**Cistern closing off water supply properly?**

Yes

**Comments**

No general concerns.



## BATH(S)

**How many baths**

1

**Leaks from tub?**

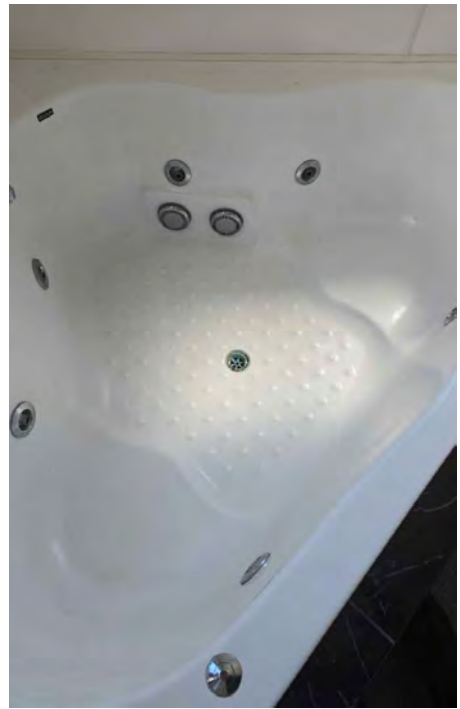
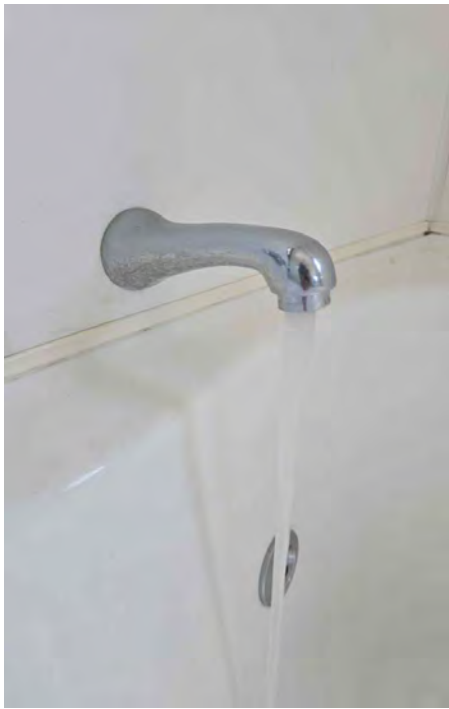
No

**Leaks from fittings?**

No

**Comments**

No general concerns.



## EXTRACTION FAN(S)

### Type

Rangehood, Extractor fan(s)

### Comments

Powered on and appears to be operating fine.

## 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

Subterranean/underground mains connection

## Comments

No general concerns.

## SWITCHBOARD & METER BOX

### Breakers

Modern

### Comments

Modern meter box. Modern switchboard. No signs of excess heat build up.



## LIGHTS

All interior lights work at the time of inspection?

No

### Comments

Several fittings were missing bulbs at the time of inspection.

## 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. Sockets that were tested returned no fault.

## 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.

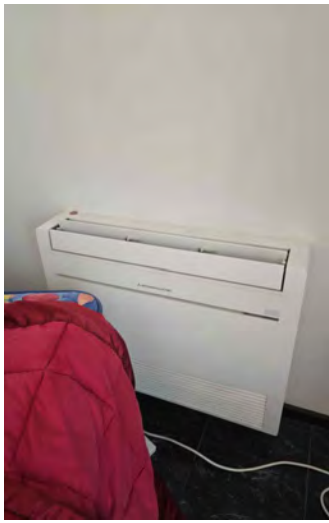
## HEATING/COOLING/VENTILATION

### Type

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

### Comments

The heat pump(s) powered on fine and appeared to operate. The noted electric wall heaters would not turn on.



redundant.



Not operational in the dining room.

Not operational in the downstairs study.

# CERTIFICATE OF INSPECTION

**Client Name**

Peter Mitchell

**Site address**

3 Lexington Place, Shirley

**Inspector Details**

Inspected Residential Limited. Property Inspected by Damien Guest 022 103 1198  
damien.guest@inspectedresidential.co.nz, Qualified builder and Licensed Building Practitioner,  
National Certificate in Carpentry. I certify that this inspection was carried out in accordance with  
NZS4306:2005 and I am competent to undertake this inspection.

**Date/Time**

15/12/2025

**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**

15/12/2025

## 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 & Bidet

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. Inspected Residential Limited reserves the right to reassign any report to other customers at their discretion.

- 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:
- 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
  - 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