

PROPERTY DOCUMENTS

Building inspection report

here

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We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information, and all intending purchasers are advised to seek their own advice as to the information contained in this document.

Prospective purchasers are advised to seek their own independent advice as to the condition of the property either prior to, or as a condition of, purchasing the property.

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.

146 Oram Avenue, New Brighton
Building Report



Client name

Ross Benbow

Others present at time of inspection

Tenant

Inspector details

Property Inspected by Damien Guest | 022 103 1198 | damien.guest@inspectedresidential.co.nz | Qualified builder | Licensed Building Practitioner | National Certificate in Carpentry | This inspection was carried out in accordance with NZS4306:2005

Date/Time

22/10/2026

Weather

Fine

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LIMITATIONS AND RELIANCE OF THIS REPORT

1. Limitations of this Report. This Report is issued by the inspecting company named in it (we, us, our) to the client named in it (you). It is subject to our Client Terms, which applied to your booking, and to any exclusions or additional terms in your Quote/Cost Estimate. This page summarises key limitations and does not replace the Client Terms (see especially clauses 23, 27, 29, 30, 35 and 36).

2. Scope of this Report. This Report records a visual, non-invasive inspection to NZS 4306:2005, as at the date of inspection, of the following areas of the building and site, to the extent reasonable access was available (clauses 23 and 30):

- Exterior roof (ladder or, where used, drone imagery);
- Foundation and subfloor;
- Accessory units and buildings identified by you;
- Site improvements;
- Roof space and ceiling cavity;
- Exterior wall cladding and joinery;
- General interior;
- Plumbing system and electrical system (visual identification of accessible services only);
- Landscaping and hardscaping; and
- Pests and potential hazards (visible evidence only).

Areas without reasonable access at the time of inspection are excluded and identified as not inspected (clause 35).

3. Exclusions. No destructive or invasive testing, disassembly or excavation was carried out, and no furniture, floor coverings, stored items or appliances were moved. Concealed, camouflaged or inaccessible components and conditions (for example plumbing, drainage, heating, framing, ventilation, insulation and wiring) are excluded, as are weathertightness surveys, asbestos and methamphetamine testing, seismic assessment, solar systems, common property and building code or regulatory compliance (full list: clause 36). Invasive testing is a separate service, provided only where expressly requested and accepted (Part F).

4. Non-comprehensive and non-exhaustive. This Report is prepared on an "exceptions" basis: it identifies significant faults or defects visible at the time of inspection, not every item in acceptable condition, and may report on a sample of building components only (clauses 27 and 32). Minor faults, minor defects and routine maintenance items are not reported (clause 36(k)). It does not imply that every component was inspected or every defect discovered. Concern ratings are the inspector’s general assessment of the level of concern, not a warranty of the condition of any individual element.

5. Reliance. This Report is a general guide to the overall condition of the property as at the date of inspection (clause 29). It is not a warranty or guarantee of the current or future performance or fitness for purpose of the building or its systems; not a weathertightness survey or pest inspection (clauses 37 and 38); not a statement of compliance with any statute, regulation or bylaw, nor a Code Compliance Certificate (clause 27); and not a warranty against defects not identifiable on a visual, non-invasive inspection or that develop after the inspection date (clause 52). Specialist advice or assessment we recommend is at your cost and discretion; if you do not obtain it, you accept the risk of matters it would have identified (clause 39).

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8. Your rights and any concerns. Nothing on this page limits your rights under the Consumer Guarantees Act 1993 where you acquired the inspection for personal, domestic or household use (clause 69).

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WE WANT YOU TO UNDERSTAND THIS REPORT!

How to Read This Report

This report is intended to provide the client with a clear, practical overview of the visible condition of the property at the time of inspection. It should be read as a whole document, including the summary, the detailed comments, the limitations, and the terms and conditions. Individual comments, photos, or condition ratings should not be relied on in isolation.

This inspection has been carried out in general accordance with NZS 4306:2005 – Residential Property Inspection. It is a visual and non-invasive inspection of the readily accessible areas of the property on the day of inspection. This means the inspection is limited to what could reasonably be seen at the time, without removing wall linings, floor coverings, insulation, stored items, heavy furniture, claddings, or other obstructions, and without carrying out destructive or invasive testing unless otherwise stated.

The purpose of this report is to identify significant visible defects, maintenance items, and areas where further investigation may be warranted. It is not a guarantee that the property is free from defects, and it should not be interpreted as confirming that concealed, intermittent, historic, or future issues do not exist. Some problems may not be visible at the time of inspection due to weather conditions, prior repairs, recent drying, furnishings, stored goods, limited access, or because the defect is concealed within the building structure or finishes. Although best efforts are made to discover these.

The summary section is designed to draw attention to the more important issues identified during the inspection. However, the detailed body of the report remains important and should also be read carefully, as it contains additional observations, limitations, and context around the findings. Items noted as maintenance or minor defects may still be relevant or added to the summary depending on the age, type, and overall condition of the property.

Where a comment recommends further investigation, repairs, or advice, this means there were signs, risk factors, limitations, or observations that justify additional review by an appropriately qualified specialist, licensed trade, contractor, engineer, or other relevant professional before relying on the condition of that area. In such cases, the client should engage the appropriate qualified person to investigate, advise on, and where necessary carry out repairs or remedial work. No assumption should be made that an issue is minor simply because the full extent could not be confirmed during this inspection.

The condition descriptions and comments in this report are based on the condition of the property at the time of inspection only. They are not a warranty, insurance policy, or statement that defects will not arise in the future. Likewise, unless expressly stated otherwise, this report is not a building consent, code compliance, council records, legal title, survey, engineering, electrical, plumbing, gas, drainage, asbestos, or specialist weathertightness report. .

Photographs are provided to help illustrate certain findings and improve clarity for the reader. These photos form part of the report. Sometimes, example photos are given of items where there are several similar items or repeated defects present. This means not every individual instance may be separately photographed, even though the comment may relate to multiple locations or repeated conditions throughout the property.

Where no significant concern is noted in a particular area, this should be read as meaning that no significant visible defect was observed in the accessible areas inspected at the time, rather than as confirmation that the area is free from all defects or future risk. If access was restricted, services were not operational, or conditions prevented full inspection, this will usually be noted in the relevant section and should be carefully considered when interpreting the report.

This report should be used as one part of your overall due diligence. It is most useful when read alongside specialist advice where recommended, relevant council or consent documentation, LIM or title information, and any other investigations appropriate to the property. If there is any uncertainty regarding an item in this report, clarification should be sought before relying on it for decision-making.

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CONDITION KEY

Optimal	In a new or like-new condition; no visual deterioration or issues, with no typical maintenance or remediation required. Property is consistent with expectations for its age, type, and construction.
Sound	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	A condition in which the system 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 DEFINITIONS

Roofing

Bargeboard - Boards on a gable end.
Fascia - 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.

Foundation

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

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.

Electrical

Switchboard or Distribution Board - A board connecting electrical circuits.
Power socket - Plug in the wall to run appliances off
Meterbox - A box used to monitor how much power is used by a household

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.

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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 in a brief form.

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.

Exterior Moisture Testing

Elevated moisture readings were recorded on the external plaster cladding. Cracking is visible within the plaster around these locations. The extent and source of any moisture present cannot be determined from non invasive testing alone and what may be contributing to the elevated readings. Moisture meter readings are a preliminary screening tool used to identify areas that may be susceptible to water ingress. If the readings are of concern, further invasive investigation may be necessary to determine the presence and extent of any moisture related issues.

Exterior Dwelling (Walls)

Cracking to the plaster cladding should be addressed to help maintain and improve the weather tightness of the direct fixed cladding system.

Retaining Walls

The grout around the western retaining wall blocks is cracking in several areas and is leaning away from the retained soil. Its best to have this assessed.

Floor Levels

The floor levels fall slightly outside the MBIE floor level guidelines for slope variance. This is common in homes of this age and is often associated with long term settlement rather than earthquake related repair concerns. The MBIE guidance is intended for assessing unresolved EQC earthquake repair work and should not be relied upon as a standalone assessment of structural performance in older homes. If the floor levels are of concern, consultation with a suitably qualified structural engineer is recommended.

Subfloor

Evidence of sub-floor re-levelling is visible throughout the sub-floor area. Relevant documentation relating to the completed work should be reviewed to ensure the work has been carried out safely and in accordance with any design specifications.

Insulation has been installed to the accessible areas of the sub-floor only. Several visible areas within the sub-floor are missing insulation, and portions of the sub-floor also appear to be missing a damp proof membrane. Upgrading these areas may improve the thermal performance and moisture management of the home.

Signs of borer in sub-floor framing have been noted. This is common in older homes. Borer can weaken timber over time if it continues, so it’s worth having the affected areas checked and treated to help maintain the framing’s condition.

Joinery (Doors, Windows, Cabinetry and Counter)

Attention is required to the noted joinery to improve functionality. See the joinery section for more details.

Power Sockets

Several power outlets were not functioning at the time of inspection. Review and repair by a suitably qualified electrician is recommended.

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PROPERTY DETAILS

Approximate age of main dwelling
1940

Building type
Stand alone

Levels/storeys
1

Site exposure
Near ocean

Primary Design Weathertightness Risk

Please note that all properties carry some degree of weathertightness risk. The selected design attributes below are based on the property's primary features, though some variances may be present. The attributes below do not encompass the entire weather-tightness risk on the property; they indicate the risk of some of its main design features. Further weathertightness commentary can be found in the relevant sections throughout this report.

Wind Zone
High Risk - High wind zone as described by NZS 3604

Number of Storeys
Low Risk - One Storey

Roof/Wall Intersection Design
Low Risk - Roof-to-wall intersection fully protected (e.g hip and gable roof with eaves)

Eaves Width (Estimated if out of reach)
Low Risk - Greater than 600mm at first 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.

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Dwelling elevations



East elevation.



North elevation.



West elevation.



South elevation.

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ROOF OVERVIEW

LIMITATION(S) in this section

The inspection of the roof and associated elements was limited to reasonable access and visual, non-invasive observation in accordance with NZS 4306:2005. Specifically, only areas safely viewable from the ground or from a ladder up to 3.6 m were inspected (NZS 4306:2005 Table 1). Any roof areas that were not reasonably accessible, unsafe to access, or not visible from these vantage points were excluded from this report.

ROOF(S), FLASHINGS, GUTTERS AND DOWN PIPES

ROOF CLADDINGS OR COVERINGS

Type

Sloped

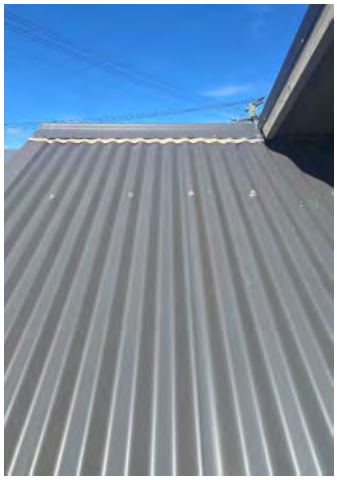
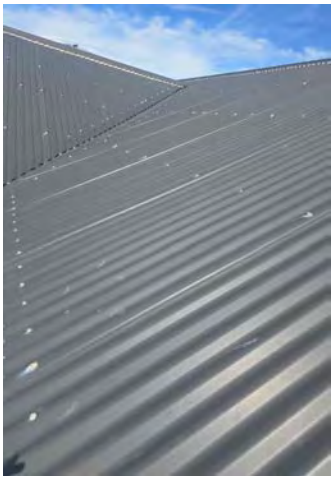
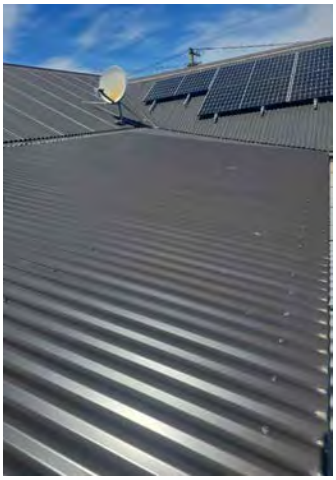
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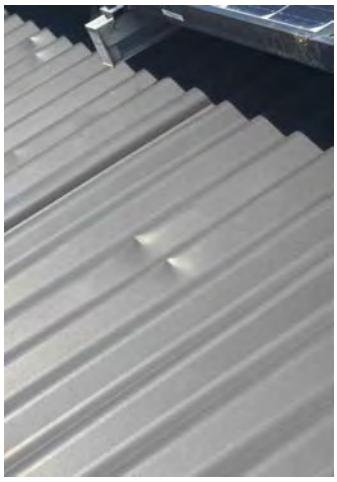
Longrun Steel

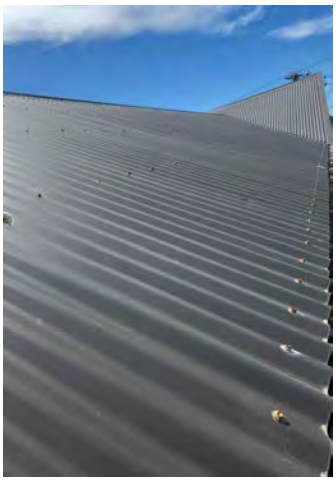
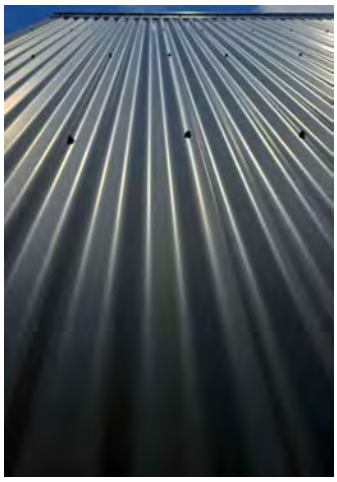
Comments

Fixings all in place and not popping. Sufficient slope for water run off. Maintained well. No general concerns identified.

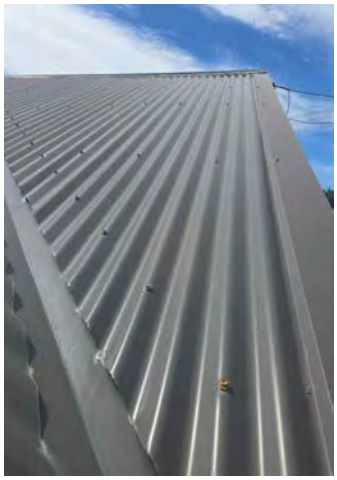
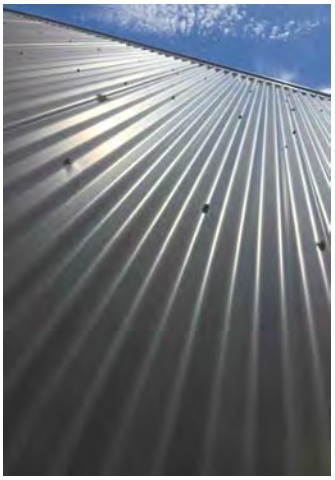
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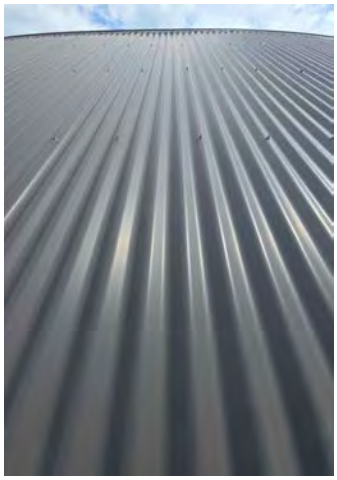
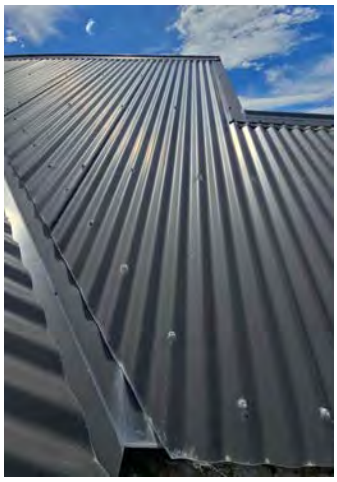






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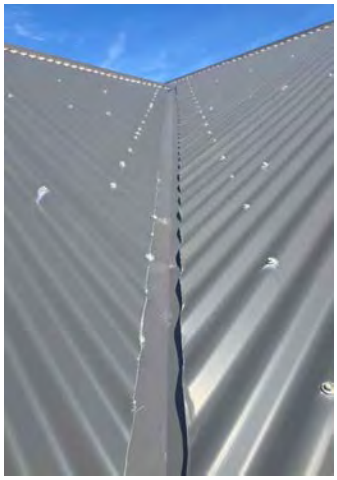
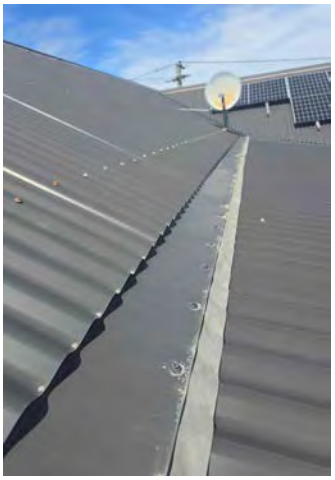
FLASHINGS

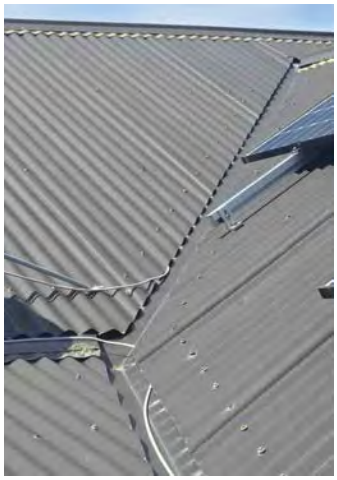
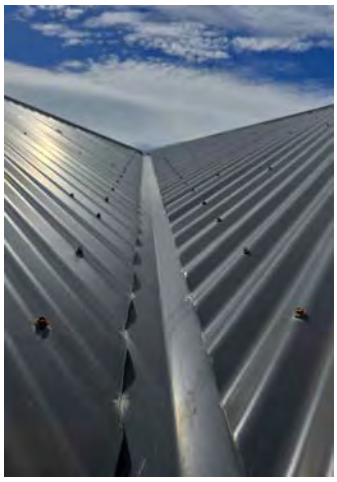
Type
Hips & Ridges, Valley, Penetration(s)

Material(s)
Metal

Comments
The flashings look to be sealed and are functioning as intended. No general concerns.

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GUTTERS AND DOWN PIPES

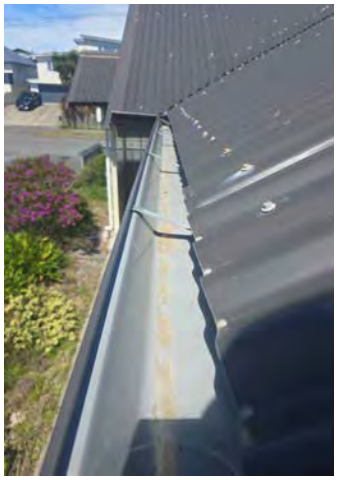
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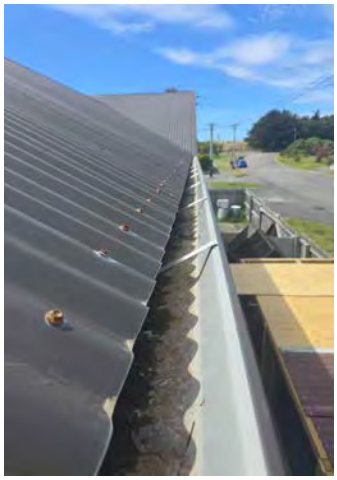
Metal gutters, Metal downpipes

Comments

Downpipes and gutters fixed well in place and not loose. Downpipes on the main dwelling discharge into ground risers. Gutters and downpipes clear from debris build up.

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EXTERIOR OVERVIEW

LIMITATION(S) in this section

Inspection of exterior foundation walls was restricted by finished ground levels. In line with NZS 4306:2005 visual, non-invasive scope and reasonable-access requirements, only the portions visible above ground were inspected. Elements concealed below ground level or by finishes were excluded from this report.

EXTERIOR MOISTURE TESTING

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Test type

Non-invasive readings were taken using a GANN-BL 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

Who to Engage: Advice, Investigation or Repairs

Qualified Painter and Decorator









Control test.









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Elevated reading indicated next to the west side window.



Elevated reading indicated next to the west side window.

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Slightly elevated reading indicated on the southwest corner.













SOFFIT & FASCIA

Material

Timber fascia, Fibre cement soffit

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Comments

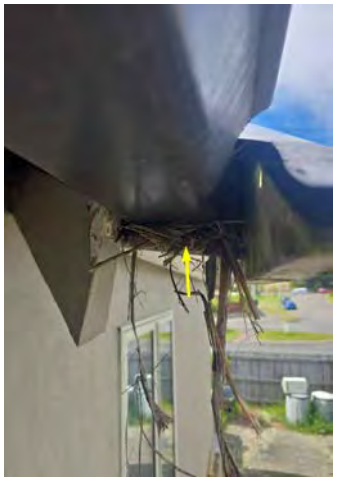
Rotting in places. Some paint and small repairs are needed. Enclose any open gaps where birds or rodents can enter the ceiling cavity. Replace any corroded fixings with stainless to improve the integrity of the soffit linings and fascia.

Who to Engage: Advice, Investigation or Repairs

Qualified Carpenter



Rotten fascia board end on the northwest corner.



Open hole on the south side soffit lining.



Open gap on northwest soffit.



Rusty fixings.



Rotten fascia board on the north side of the roof.

RETAINING WALLS

Type

Block Masonary

Comments

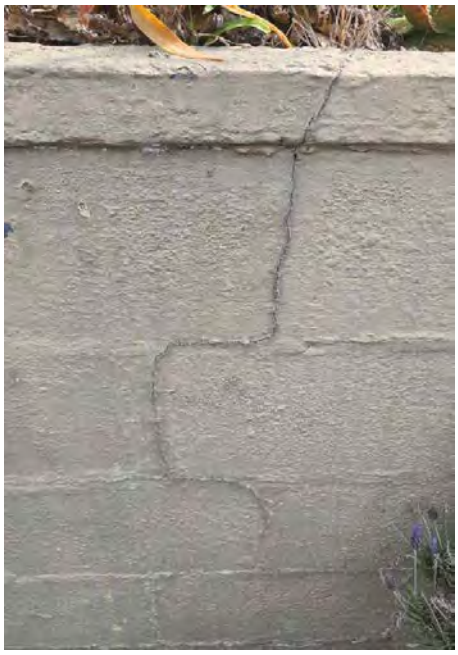
The retaining wall is cracked in several areas and is leaning away from the retained soil. Its best to have this assessed.

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Who to Engage: Advice, Investigation or Repairs

Qualified Structural Engineer





Cracking to the retaining wall noted.



The retaining wall is leaning out from the retained soil.

EXTERIOR FOUNDATION (WALLS)

Type

Fiber cement sheets.

Comments

Some typical cosmetic cracking and chipping were noted in the rendered plaster in areas. This is generally a cosmetic issue and could be scraped off and re-plastered to improve the exterior foundation finish.

EXTERIOR DWELLING (WALLS)

Type

Direct Fixed, Timber weatherboard, Monolithic plaster finish over top of a direct fixed fiber cement sheet over top of a direct fixed timber substrate.

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Comments

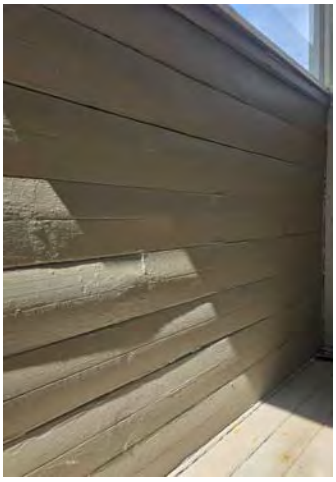
Direct-fixed, plaster finish claddings are prone to weather tightness issues, especially if the exterior of the cladding system is not properly maintained; this is particularly evident in homes that have polystyrene (EIFS) or fibre cement substrate. Also included in this are older plaster finish claddings 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.





An example. Isolated patches of cracking to the pplasteris visible throughout.





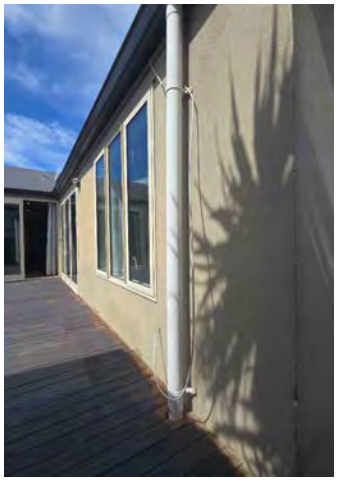


An example. Insufficient ground to cladding clearance on the north side of the house. Weather tightness risk.





Missing plaster.



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Evidence of the direct fixed claddings.



Missing plaster.



Impact damage noted.



Small holes noted. Weather tightness risk.



Old steps. Evidence of an alteration.



Rotting post at the front entrance.

EXTERIOR JOINERY (VISUAL ASSESSMENT)

Material

Aluminium, Timber

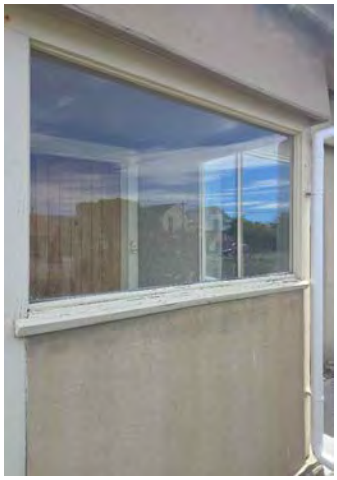
Comments

Exterior joinery comments are based on a visual assessment only; testing of the joinery function is found in the interior section of this report. General weathering noted on the timber frames. It is recommended that the joinery be checked over and any rotten sections replaced where noted.

Who to Engage: Advice, Investigation or Repairs

Qualified Carpenter

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The sill at the front entrance is in need of repair.

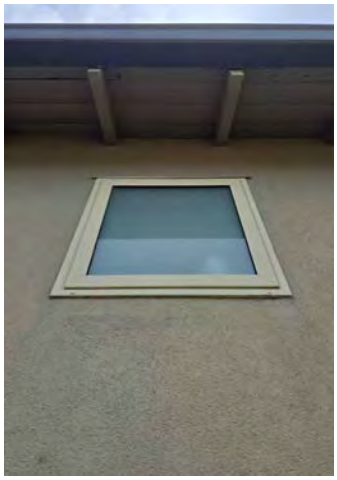
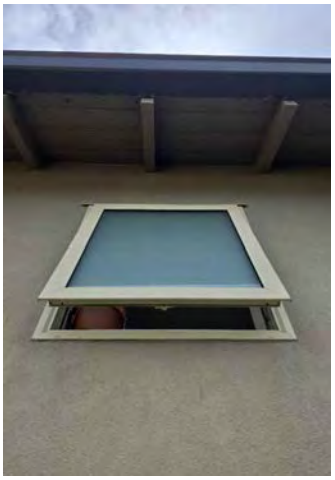









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EXTERIOR SERVICES

GULLY TRAP(S)

Material

Plastic/PVC

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. No general concerns.

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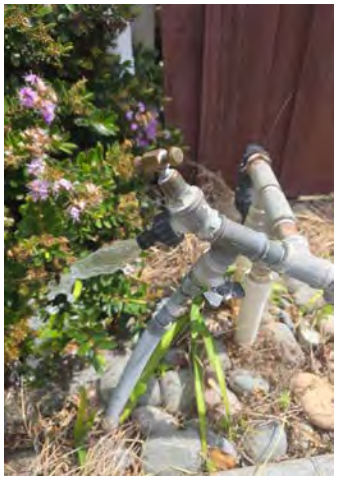


EXTERIOR SERVICES

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

Comments
The taps are operating fine. No general concerns.

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Broken grate.

HARDSCAPING, DECKS, VERANDAS, PATIOS, OTHER

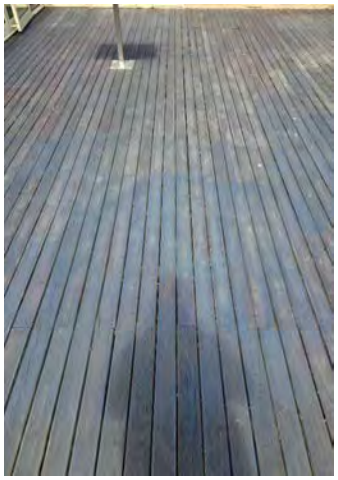
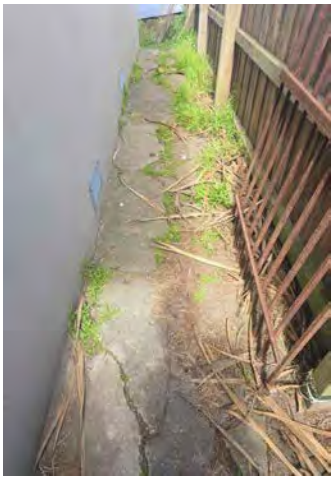
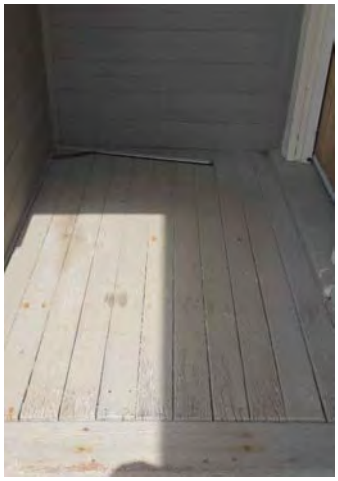
Type and material

Timber deck(s) , Concrete pathways

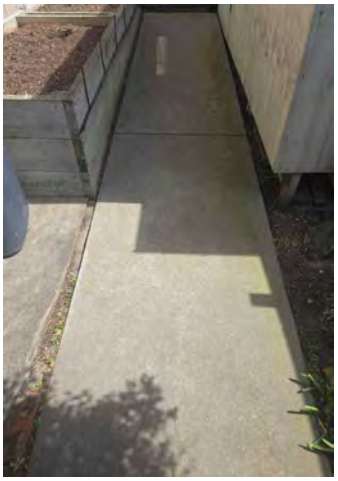
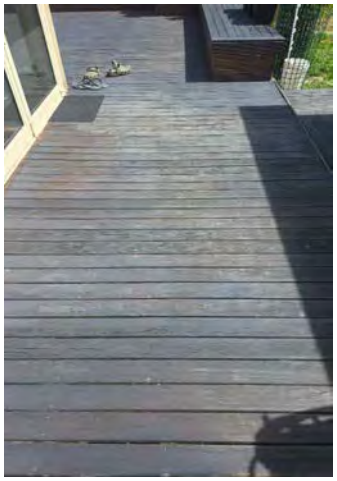
Comments

General aging throughout. Major cracking noted. The deck looks to be structurally sound. If the cracking is of concern, consult with a suitably qualified concrete specialist for assessment.

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Significantly cracked pathway.

FENCING

Material

Timber post, rail & paling, Metal

Comments

Some adjustments needed to gates so they work better.

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Adjustments are required to improve functionality.

SHEDS AND OUTBUILDING(S)

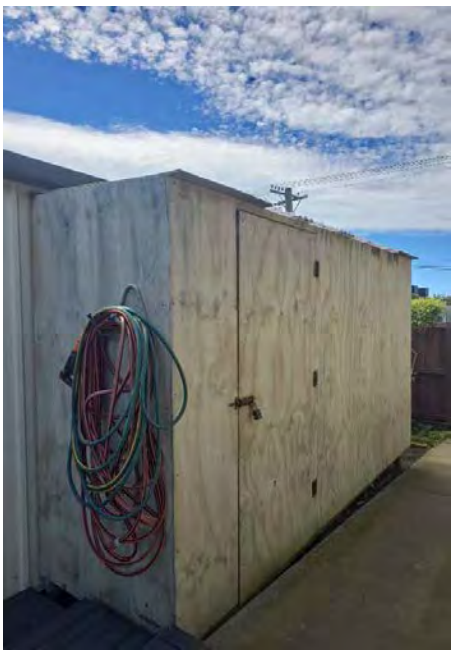
Type

Garden shed, Chicken coop,

Comments

Nothing significant or concerning was identified.





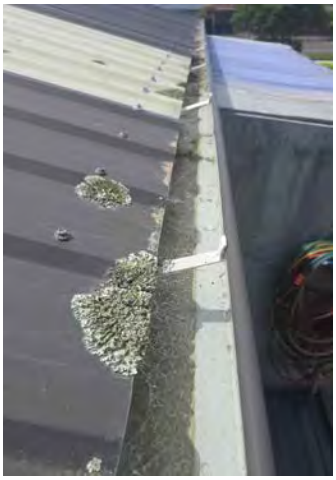
DETACHED GARAGE OR STRUCTURE

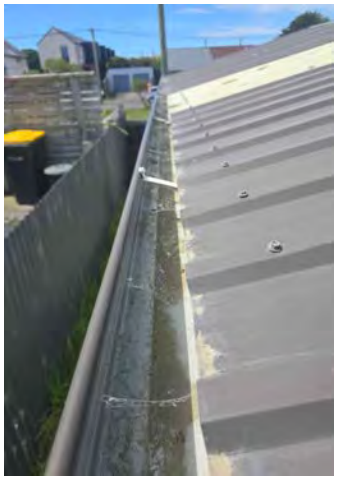
Copyright Inspected Residential Limited

Materials/construction
Concrete slab, Metal roof

Comments
Maintained well. No general concerns.







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.

Only the areas of the subfloor that were visible and accessible from the access hatch have been inspected and commented on in this report. All inaccessible sections of the subfloor are excluded from assessment.

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FLOOR LEVELS

MBIE floor level guidelines - Practical interpretation

The MBIE floor-level guidelines are used in practice as a preliminary indicator tool to help determine whether measured floor variation and/or slope may be consistent with foundation movement typically attributed to seismic activity and whether further assessment or repairs are warranted. They are not a pass/fail standard and should not be relied on in isolation. Results should be considered alongside other observable signs, such as cracking, binding doors/windows, distorted openings, uneven skirtings/architraves, and most importantly evidence of damage or deformation to the foundations and/or the superstructure (subfloor framing, load-bearing walls, bracing elements, cladding/linings, slab, etc.). A dwelling can exceed the MBIE guidelines but require no further remediation so long as it has been deemed sound following an investigation into the deviations by a suitably qualified construction professional or specialist. The MBIE guidelines measurements are a slope not exceeding 0.5% between two points (10mm variation over 2 meters, not exceeding this over a 10-meter distance) and a total variation over the floor plan not exceeding 50mm.

Interpretation also needs to account for the age of the dwelling and historical construction practices. Older homes can exhibit floor deviations due to long-term settlement, bearers/joists installed out of level, earlier tolerances, timber shrinkage/creep, alterations, or repairs over time. For this reason, a deviation outside the guideline indicators does not automatically require urgent remediation, and a deviation within them does not rule out underlying issues. The floor level results are therefore treated as one line of evidence within an overall condition and movement assessment.

Foundation type

Suspended timber floor and timber perimeter

Inside MBIE Guidelines?

The floor levels exceed the MBIE guidelines. Exceeding these guidelines in itself does not confirm the presence of earthquake-related structural issues. This is simply a preliminary indicator that further investigation is needed to confirm whether the issue is due to age, settlement, construction, seismic activity, or outstanding structural damage. Typically, the issue is only a concern if it relates to outstanding earthquake-related structural damage or risk. This check was done using a Technidea Zip Pro-2000. Our conclusion takes into account differences in floor covering thicknesses and step-downs. Please note that this assessment is not a floor-level survey. See comments below for specific details relating to this.

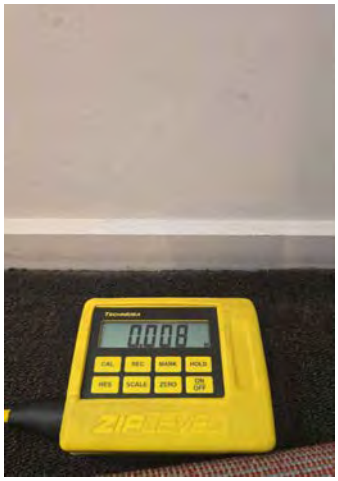
Comments

We did not find anything we considered concerning in relation to the floor level deviations. Deviations in this floor were typical for a house of this age, type, and construction. Often houses of this era were not originally built level or plumb. Timber elements can also move and warp over time as a natural attribute of a timber-framed home. Different load points throughout the home can also cause certain areas of the ground to settle over extended periods of time.

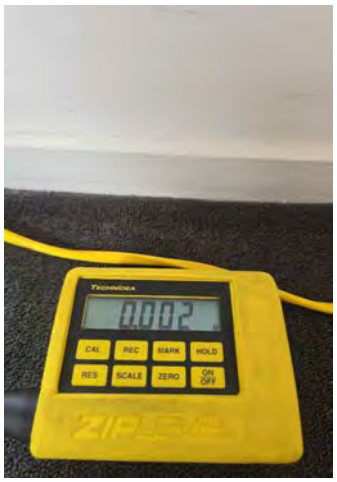
30mm floor variance over the floor plan. 16mm slope variation over two meters noted.

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The datum was taken at the front door.







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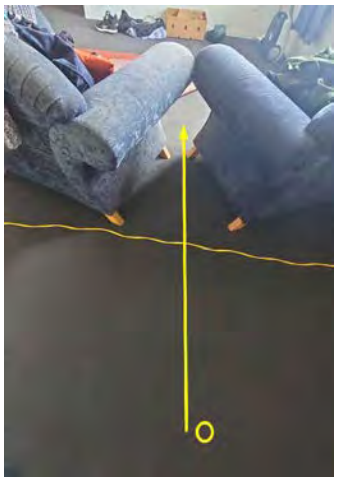



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A 16mm rise over two meters was indicated to the centre of the room by the front door.

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.

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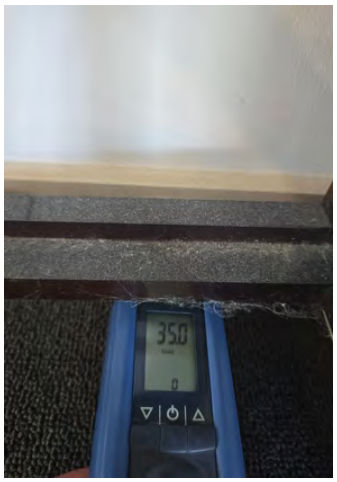








Behind the shower on the opposite side of the wall.



Behind the shower on the opposite side of the wall.







Behind the toilet.



Next to the vanity.



Next to the bath.

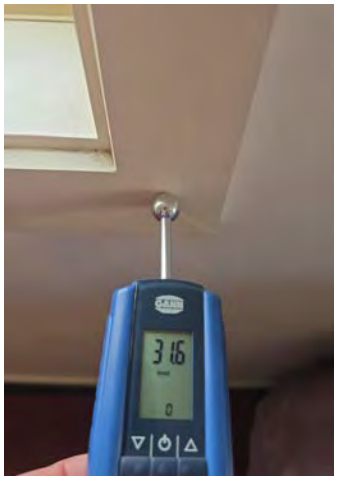


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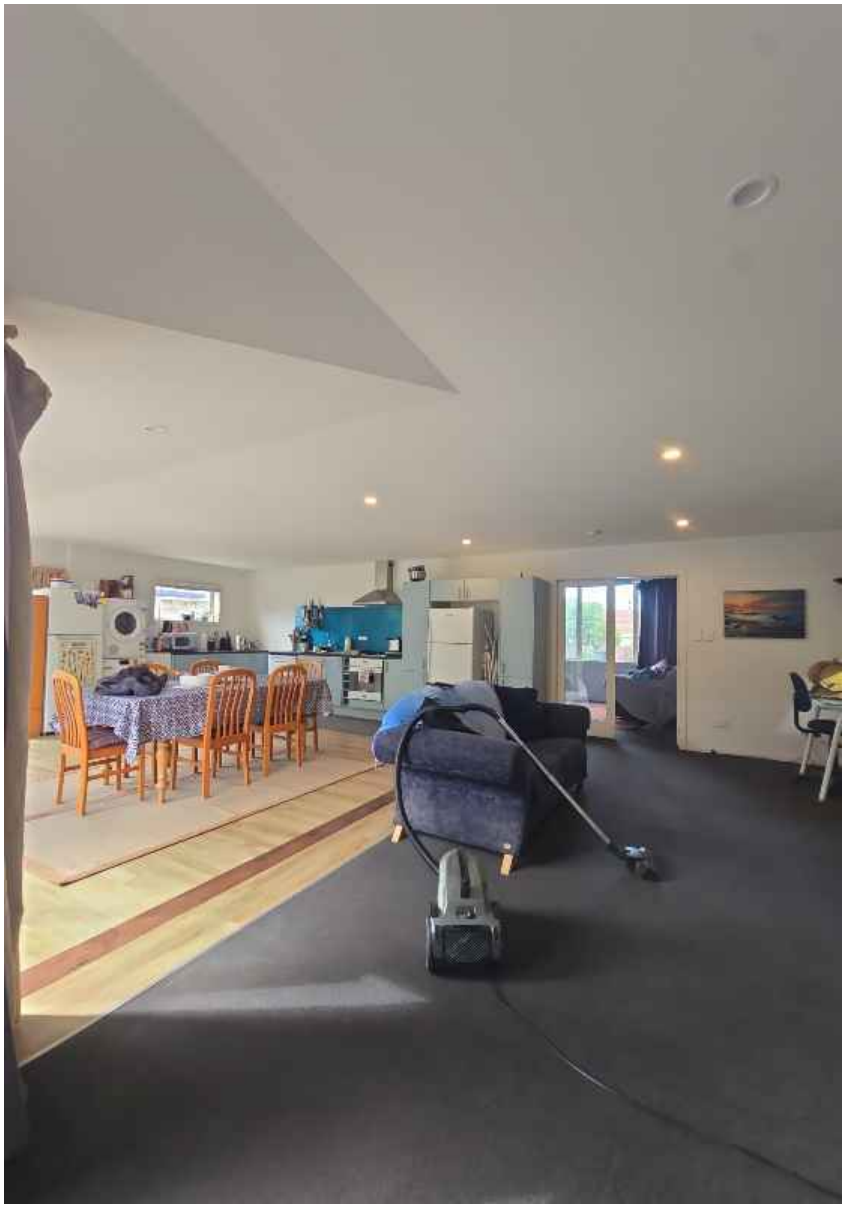


MISCELLANEOUS STRUCTURE

Comments

It looks like part of the house has been changed or altered. Any work that affects the structure of a house, may need approval from the council. To be sure the work was done legally and safely, it's a good idea to check the council's records and the original plans for the property. If there's no paperwork showing the work was approved, the owner or buyer should contact the council to confirm what consents were required.

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SUB FLOOR

Sub floor access?
Yes

Sub floor construction
Concrete piles, Timber piles, Timber framing

Structure comments

Several piles are missing ties connecting the piles to the framing. This is typical to see in older houses. Its recommended ties are installed if possible to improve the integrity of the floor structure. Evidence of re-leveling to the sub-floor is visible throughout. Review all relevant documentation to ensure all work completed has been done safely and to the designed specifications. Signs of borer in subfloor framing have been noted. This is common in older homes. The borer should be assessed and treated as ongoing maintenance.

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Who to Engage: Advice, Investigation or Repairs

Pest Control Specialist, Qualified Carpenter



Several piles are missing ties to the framing.







Evidence of repairs to the subfloor.



An example. Borer holes are visible throughout the sub-floor and timber flooring.



Evidence of re-leveling.





Insulation type

Polyester, Metal foil

Damp proof membrane installed?

Yes

Comments

It is recommended that insulation be installed beneath the floor to improve the thermal performance of the home. This will help reduce heat loss and improve the overall energy efficiency of the dwelling.

Who to Engage: Advice, Investigation or Repairs

Insulation Installer

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Several areas of the house are missing a moisture barrier.



Several areas of the house are missing sub-floor insulation.

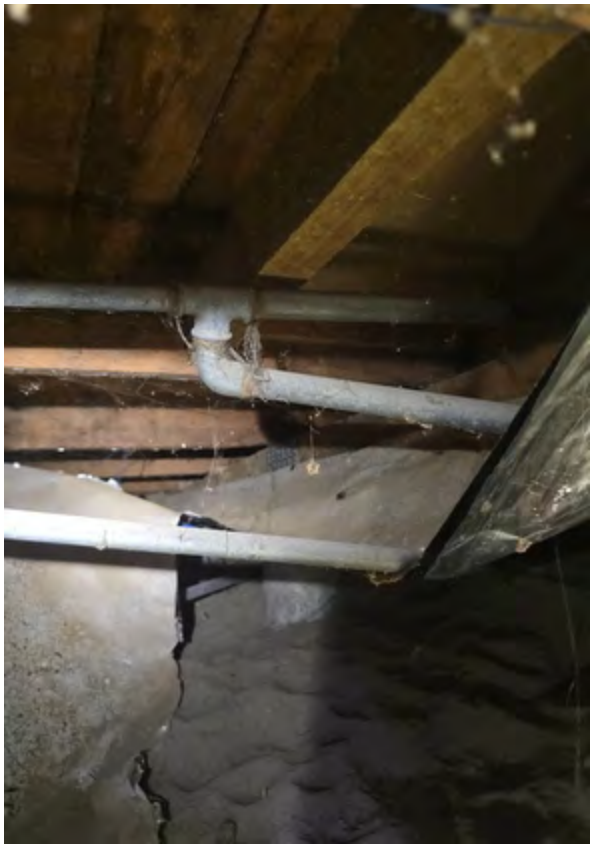
Plumbing comments

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. Old galvanised plumbing noted. This is an old, problematic piping that is known to rust and fail over time, causing water leaks and rust in the water supply; it is recommended that you consult a suitably qualified plumbing specialist to assess these elements further.

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. Cables should be kept off the ground in the sub-floor to prevent moisture damage and potential safety hazards from contact with the soil.

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Galvanized piping noted.

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, Rafters

Structure comments

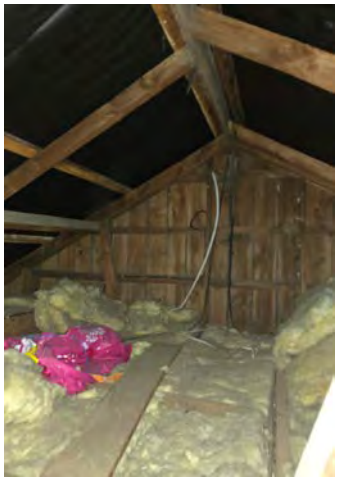
Fixed well into place. Could benefit from having some more vertical framing members installed to help support roof load.

Who to Engage: Advice, Investigation or Repairs

Qualified Carpenter

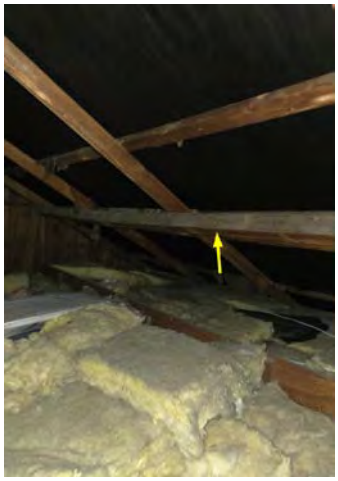
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Evidence of repairs.






Extra supoorts would beneift the hip framing.

Extra supports would benefit the timber framing.

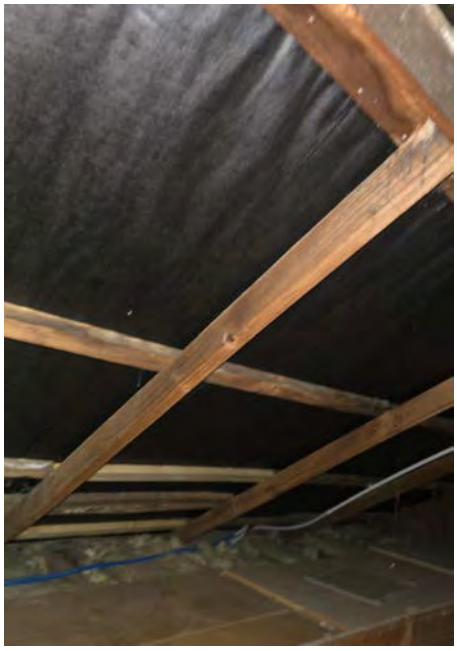
Roof underlay/sheathing

Roofing paper

Comments

No general concerns found.

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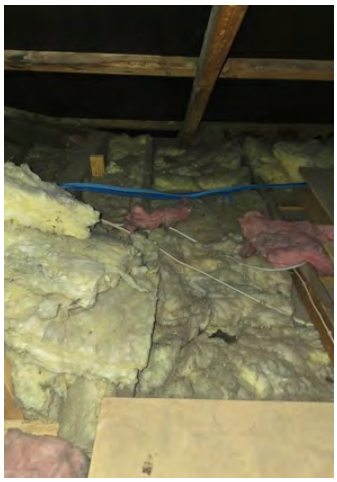



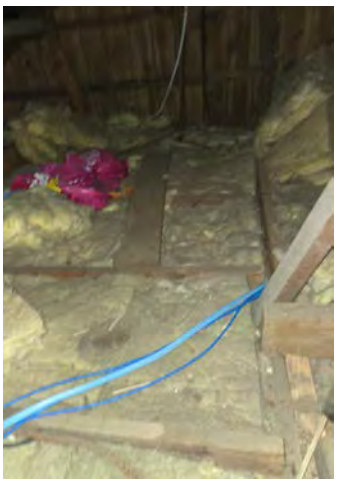

Insulation type
Fibre glass

Comments
Insulation laid throughout. Uneven causing thermal variance.

Who to Engage: Advice, Investigation or Repairs
Insulation Installer

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The batts could be tidied.



The batts could be tidied.

Services types

Electrical, Ducting

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. Modern TPS noted – 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. Modern TPS wiring noted.

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 concerns.

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Tps wiring noted.

INTERIOR OVERVIEW

LIMITATION(S) in this section

The Inspection of floors and walls was restricted by furniture and personal items present at the time of inspection. Consistent with the Standards visual non invasive scope and reasonable access requirements, we did not move furnishings or stored items. Only unobstructed and visible surfaces were assessed; areas concealed or inaccessible are excluded from this report.

FINISHES

FLOORS

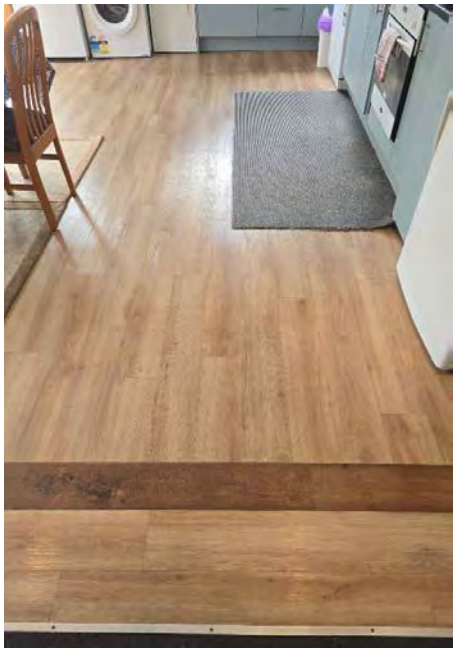
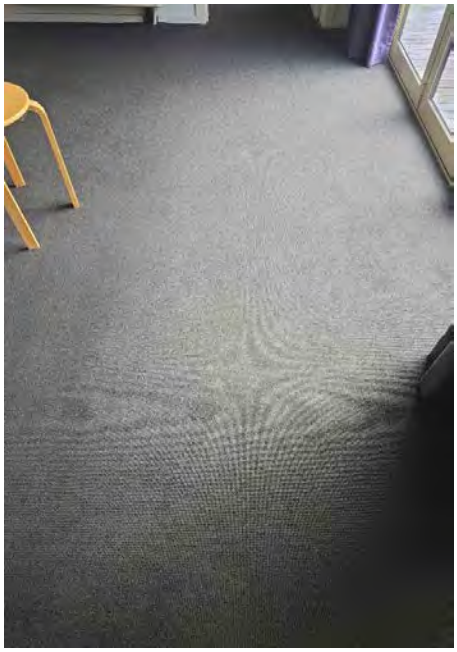
Type

Carpet, Vinyl

Comments

General wear and tear is visible throughout. Nothing significant or concerning was identified.

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WALLS

Type
Drywall/plaster

Comments
Moderate marks or damage; nothing more than you would reasonably expect for its age. Nothing significant or concerning was identified.

Who to Engage: Advice, Investigation or Repairs
Painter and Decorator

CEILINGS

Type
Drywall/plaster

Comments
Minimal marks throughout. No obvious signs of water damage. Nothing unexpected or concerning.

SAFETY SYSTEMS

Type
Smoke detectors

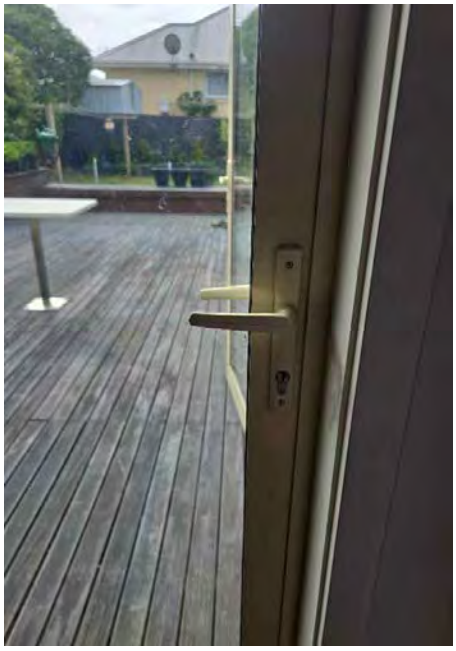
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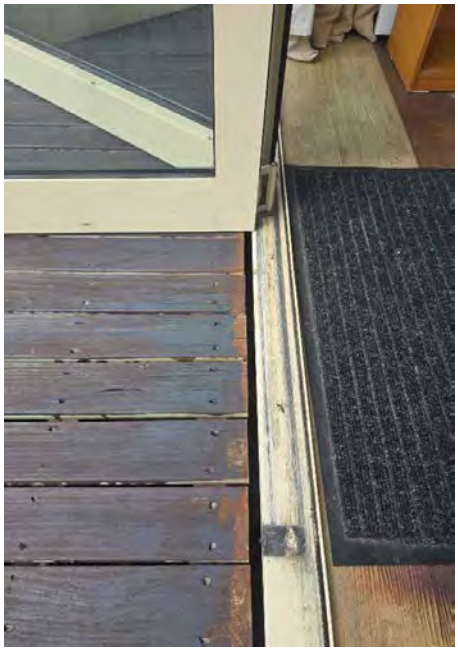
Comments
Smoke alarms are photoelectric and deemed to be in compliant locations and within 3m of each bedroom. No testing was done during this inspection.

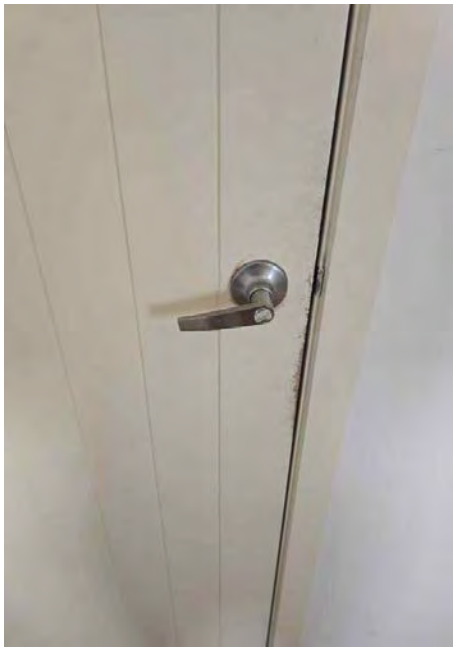
JOINERY

DOORS

Comments
The items in the photos below need attention; No other notable items.


The living room door would not unlock with the key.


The dining room door rubs along the framing.


The bathroom door handle is faulty.

WINDOWS

Material
Aluminium

Glazing
Double

Comments
The plastic tabs have broken on several windows throughout. The items in the photos below need attention; No other notable items.

Who to Engage: Advice, Investigation or Repairs
Carpenter

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An example. Broken plastic tab.


The eastern bedroom window latch is loose.


The eastern bedroom window latch is loose.

CABINETRYAND COUNTER

Comments

No adjustments needed to cabinetry.

PLUMBING OVERVIEW

LIMITATION(S) in this section

The Inspection of plumbing components was limited to visual non invasive observation of accessible areas at the time of inspection. We did not assess concealed services including elements under ground or behind wall linings and ceilings. We are not plumbing specialists and do not provide opinions on technical or legal compliance of plumbing or fixtures. Items that appear to pose concern are noted in this report. If plumbing or drainage is a concern engage a suitably qualified plumbing or drainage specialist for further evaluation.

WATER SUPPLY

Water source

Public - Council supply

Cold water shower pressure

Moderate

Hot water shower pressure

Moderate

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Comments
No general concerns.

WATER HEATING

Type
Bottled gas and califont

Comments
Restraints installed to gas bottles to prevent them tipping over. No leaks observed.

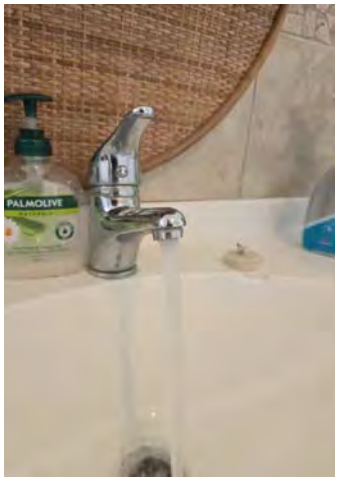


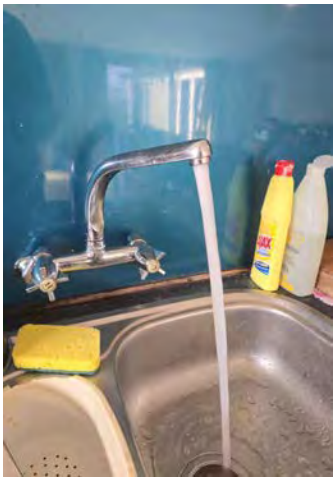


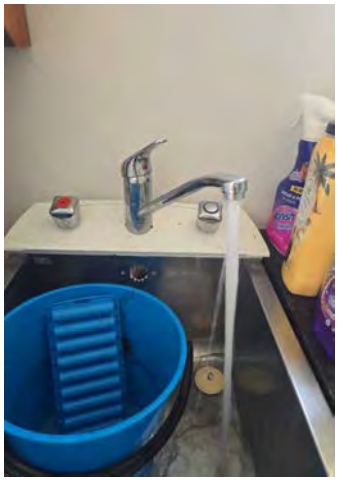
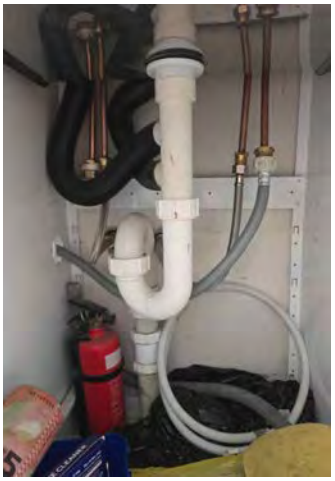
WASTE PIPING & WATER SUPPLY (UNDER SINKS)

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

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TAPS

Comments
All taps appear to be working and functioning as intended.

SHOWER(S)

How many showers?
1

Leaks from shower(s)?
No

Leaks from shower fittings?
No

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Comments
No general concerns.





TOILET(S)

How many toilets?
1

Leaks observed from toilet(s)?
No

Cistern closing off water supply properly?
Yes

Comments
No general concerns.

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BATH(S)

How many baths
1

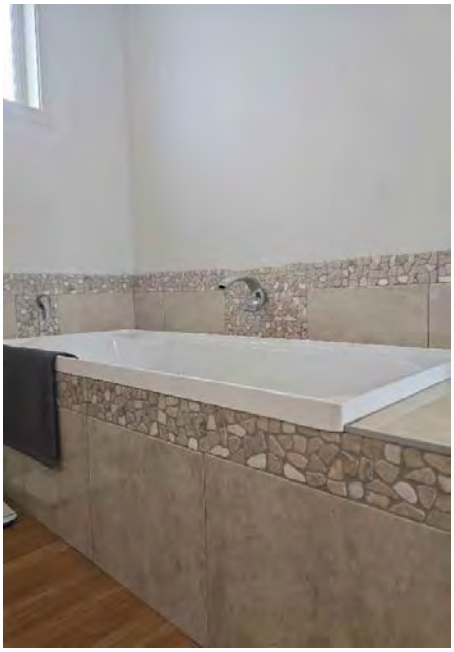
Leaks observed from bath(s)?
No

Leaks from fittings?
No

Comments
No general concerns.

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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
Overhead mains connection

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Comments
No general concerns.

SWITCHBOARD & METER BOX

Breakers
Modern

Comments
Modern meter box. Modern switchboard. No signs of excess heat build up. Strip back the rust and apply a rust prevention paint to prevent further corrosion to the units.

Who to Engage: Advice, Investigation or Repairs
General Handyman/Maintenance Contractor




Corrosion is visible on the solar zero box.

LIGHTS

All interior lights work at the time of inspection?
No

Comments
One light not working; bulb replacement will likely fix this, but this was not tested or confirmed during this inspection.

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POWER SOCKETS

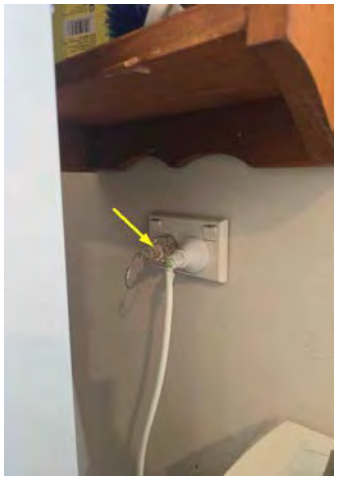
Comments

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. For safety, fix back any loose power points. Several powerpoints have no power.

Who to Engage for Advice, Investigation or Repairs

Registered Electrician

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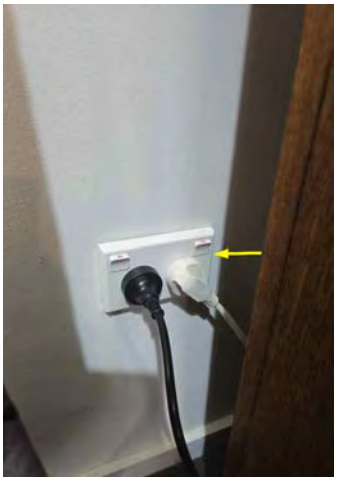
The noted power point behind the washing machine had no power.



The power point in the southeast bedroom is loose.



The power point in the southern bedroom is loose.



The power point in the southern bedroom is loose.



The power point in the western bedroom in the right hand corner is faulty.

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)

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Comments

The heat pump(s) powered on fine and appeared to operate. The electrical wall heater(s) powered on fine and appeared to operate. The fins on the heat pump required attention. Repair or replace the heat pump insulation to improve thermal efficiency.

Who to Engage: Advice, Investigation or Repairs

Heat Pump/Air Conditioning Technician





Perished heat pump insulation.



The fins on the heat pump were not operational.



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CERTIFICATE OF INSPECTION

Client name
Ross Benbow

Property Address
146 Oram Avenue, New Brighton

Inspector details
Property Inspected by Damien Guest | 022 103 1198 | damien.guest@inspectedresidential.co.nz | Qualified builder | Licensed Building Practitioner | National Certificate in Carpentry | This inspection was carried out in accordance with NZS4306:2005

Date/Time
22/10/2026

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



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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

Electrical - wiring type & support
☑ Yes ☐ No ☐ NA

Plumbing - Material types, leakage & support
☑ Yes ☐ No ☐ NA

Insulation type, approximate thickness, coverage & condition
☑ Yes ☐ No ☐ NA

Timber Framing & bracing
☑ Yes ☐ No ☐ NA

Pile type, instability & condition
☑ Yes ☐ No ☐ NA

Ground clearance of timber framing
☑ Yes ☐ No ☐ NA

Obvious structural alteration
☑ Yes ☐ No ☐ NA

Insect and pest infestation
☑ Yes ☐ No ☐ NA

Floor Type (timber or suspended concrete)
☑ Yes ☐ No ☐ NA

Pile to bearer connections
☑ 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

Timber floors
☑ Yes ☐ No ☐ NA

Ceilings
☑ Yes ☐ No ☐ NA

Walls
☑ Yes ☐ No ☐ NA

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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

Fire warning & control systems
☑ Yes ☐ No ☐ NA

Laundry ventilation
☐ Yes ☐ No ☑ NA

Storage
☑ Yes ☐ No ☐ NA

Stairs
☐ Yes ☐ No ☑ NA

Exterior windows & doors
☑ Yes ☐ No ☐ NA

Services

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

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The following pages include some general information and maintenance advice. Tailor these to your specific property needs. A copy of our terms of service is also included.

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.**

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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.

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Wood 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

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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, soundproofing, 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.

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Leaky homes infromation

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.

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LOCATION OPERATOR CLIENT TERMS

Inspected Residential Christchurch Limited (Company Number 9404904) trading as Inspected Residential Christchurch

A member of the Inspected Residential Network

PART A: ABOUT THESE TERMS

1. How these terms apply. You are taken to have accepted, and are immediately bound by, these terms when any one of the following occurs:

(a) you place an order or booking for Services with us, directly or via any third-party booking system; and/or

(b) you accept our Services by permitting entry by us to the nominated Premises to perform the Services,

and these terms apply together with any specific exclusions or additional terms specified in the Quote/Cost Estimate. The version of these terms current at the date of your booking applies to that booking. If there is any inconsistency, the Quote/Cost Estimate prevails over these terms.

2. Our contract. Your acceptance of the Quote/Cost Estimate and these terms together constitute our agreement with you (the Contract). The Contract is between Inspected Residential Christchurch Limited (we, us and our) and you, the named client in the Quote/Cost Estimate, in respect of the Services.

3. The Inspected Residential Network. We are a member of the Inspected Residential Network (the Network). The Network comprises the Brand Owner; its related companies (as defined in the Companies Act 1993); each Location Operator authorised to supply services under the Inspected Residential brand; and their respective Personnel. The Services are supplied solely by us, and no other member of the Network is a party to the Contract or has any liability to you in connection with the Services. Every exclusion, limitation and protection in these terms that applies for our benefit also applies for the benefit of each other member of the Network, and is intended to be enforceable by each of them under the Contract and Commercial Law Act 2017.

4. Independent business. We are an independently operated business within the Network. The Brand Owner acts solely as owner and/or licensor of the Inspected Residential brand, systems and intellectual property, is not a party to the Contract, and has no liability to you in connection with the Services. We are not the agent, partner or joint venturer of any other member of the Network; we have no authority to bind any other member of the Network; and we are solely responsible for supplying the Services under the Contract.

5. Definitions. In these terms:

Billing Agent means the Brand Owner, which issues invoices and collects payment on our behalf.

Brand Owner is Inspected Residential Limited.

Business Day means a day on which registered banks are ordinarily open for business in New Zealand, excluding Saturdays, Sundays and public holidays. Any other reference to a “day” means a calendar day.

Contract has the meaning given in clause 2.

GST means goods and services tax under the Goods and Services Tax Act 1985 at the prevailing rate, currently 15%.

Healthy Homes Standards means the healthy homes standards provided for in regulations made under section 138B of the Residential Tenancies Act 1986, being the Residential Tenancies (Healthy Homes Standards) Regulations 2019, as amended or replaced.

Location Operator means a regional operating company which is part of the Network.

Missed Appointment Fee means the missed appointment fee published on the Quote/Cost Estimate issued to you, which shall be a genuine pre-estimate of our loss.

Network has the meaning given in clause 3.

NZS 4306 means NZS 4306:2005 Residential Property Inspection, published by Standards New Zealand.

Personnel means, in relation to any Location Operator, that person's directors, employees, contractors, approved subcontractors, agents and representatives.

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

Quote/Cost Estimate means any quote, cost estimate, booking confirmation or order confirmation issued by the Brand Owner for the specific Services.

Report means the report for any category of Services issued by us (as the context requires).

Services has the meaning given in clause 8.

we, us and our means the company named in clause 2 and, where the context requires, includes our Personnel.

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you means the purchaser of the Services named in any Quote/Cost Estimate, invoice, order or other document. If the purchaser comprises more than one person, the liability and agreement of each person is joint and several.

6. Statutory references. A reference to a statute or statutory provision includes that statute or provision as modified, consolidated or re-enacted from time to time, and any subordinate legislation made under it.

7. Interpretation. Headings are for convenience only and do not affect interpretation. “Including” and similar words are without limitation.

PART B: OUR SERVICES AND OBLIGATIONS

8. Services. Our Services comprise:

(a) Building Inspection Report services (maintenance, pre-purchase, pre-sale, etc), carried out in accordance with NZS 4306;

(b) Healthy Homes inspection and assessment services;

(c) Invasive Testing Services, where expressly requested and accepted on a case-by-case basis (see Part F);

(d) Builder's Walkthrough services (see Part G);

(e) drone roof imaging, where included as part of a building inspection (see clauses 40 and 41); and

(f) any other services described in the Quote/Cost Estimate,

together the Services, as the context requires.

9. Scope variations. We will confirm any additional Services required by way of an updated Quote/Cost Estimate.

10. Subcontractors. The Services may be performed by us or by our approved subcontractors.

11. Performance. We will perform the Services with reasonable skill and care and in a competent manner. Nothing in these terms limits any guarantee that applies to the Services under the Consumer Guarantees Act 1993 where you are a consumer (see Part K).

12. Inspector competency. Inspections will be carried out in accordance with NZS 4306.

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

14. Insurance. We maintain professional indemnity insurance of not less than $1,000,000 and public liability insurance of not less than $1,000,000.

15. Report preparation. Every Report is prepared and issued by a qualified inspector. In preparing a Report, the inspector may be assisted by software tools, including tools with AI-assisted features, for tasks such as note-taking, image organisation, drafting support, formatting and data handling. These tools support the inspector's work and do not replace the inspector's own assessment: each Report constitutes the professional opinion of the inspector, not of any software used to assist in its preparation. The use of such tools does not alter our obligations under clause 11.

16. Report delivery. Unless a different date is stated in the Quote/Cost Estimate, we will use reasonable endeavours to deliver your Report on the same day as the inspection is completed. Delivery may occur outside ordinary business hours, including during the evening of the inspection day, and release of your Report remains subject to clause 57.

17. Electronic delivery. Reports and other documents are delivered electronically, by email or via our client portal, and are treated as delivered when sent to the email address you provided at booking or when made available to you in the portal. You are responsible for the accuracy of the contact details you provide and for checking spam or junk folders.

18. Site imagery. You authorise us to capture photographs, video and (where applicable) drone imagery of the Premises in the course of performing the Services, and we own all imagery we capture. Imagery may be retained and used for preparing the Report, quality assurance, training, insurance purposes, and responding to or defending any complaint, dispute or claim.

19. Timing. We will advise you of any anticipated delay in providing a Service. Any timeframes we give, including the estimated time to complete the Services requested at booking, are estimates only and are indicative.

PART C: YOUR OBLIGATIONS

20. Authority for approval decisions. You must nominate a single individual with authority to give instructions or approvals to us. If you wish to delegate approval or authority to a third party (including a property agent, a facilities or building manager, or a key-holder), you must first provide us with written confirmation of their contact name, status and the basis on which we may accept instructions or approvals from them.

21. Bookings made on your behalf. Where a real estate agent, lawyer, family member or other person books the Services for you, that person warrants that they have your authority to accept these terms on your behalf, and you are bound by them as the named client.

22. Consents. You must make your own enquiries about any consents required to enable us to access the Premises to perform the Services, including:

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(a) landlord consent, where you are a tenant; and

(b) 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.

23. Access for inspection. You must provide safe, unobstructed access to the Premises and, for sub-floor and roof cavity inspections, to opening access doors or hatches to crawl spaces. “Reasonable access” has the meaning given in clause 1.5 and Table 1 of NZS 4306: roof space access requires a minimum 450 x 400 mm access manhole and 600 x 600 mm crawl space, accessible from a 3.6 m ladder; subfloor access requires a minimum 500 x 400 mm access manhole and vertical clearance of 400 mm under a timber floor or 500 mm under a concrete floor; and the roof exterior must be accessible from a 3.6 m ladder or other means meeting health and safety requirements. Areas without reasonable access at the time of inspection will be excluded from the Report.

24. Premises preparation. You must arrange the following before we commence the Services:

(a) Access: access to the Premises, including gate access where applicable;

(b) Alarms: deactivation of alarm systems;

(c) Dogs and animals: dogs and other animals adequately restrained, crated or located in a closed environment (for example a garage or kennel) while the Services are performed;

(d) Obstructions: removal of obstructions to access to the Premises, to opening access doors for sub-floor and roof cavities, and at the exterior for access to the roof; and

(e) Utilities: electricity, water and (where applicable) gas connected and switched on, so the visual operation of accessible services can be assessed. If a utility is not connected and on, the related items will be excluded from the Report.

25. Accessory units and ancillary spaces. You must identify for us any accessory units and any ancillary spaces or buildings that you require to be included in the inspection.

26. Accuracy of information. You must ensure that the information you (or anyone booking on your behalf) provide about the Premises and the scope of Services you require is complete and accurate.

PART D: BUILDING INSPECTION REPORT SERVICES

27. Report compliance. Written Building Inspection Reports are carried out in accordance with NZS 4306 on an “exceptions or information” basis: the Report lists significant faults or defects visible at the time of inspection, rather than every item found to be in acceptable condition. A Report is not a statement that the Premises comply with the requirements of any statute, act, regulation or bylaw, is not a Code Compliance Certificate or Certificate of Acceptance under the Building Act 2004, and is not a warranty against problems developing after the date of the Report.

28. Certificate of inspection. Each Building Inspection Report is accompanied by a certificate in the form of Appendix B of NZS 4306, confirming that the inspection was carried out in accordance with that standard.

29. General reliance. Reports are intended to be relied upon as a general guide to the overall condition of the Premises as at the date of inspection. A Report is not 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, Reports do not include any statement or confirmation as to:

(a) the fitness for purpose or workmanship quality of any system, including electrical, air conditioning, heating, plumbing, septic tank, solar, alarm, fire protection, audio visual or any other system (Systems);

(b) the quality of the design of any Systems; or

(c) the quality, appropriateness, placement or location of the components of any Systems.

30. Visual and non-invasive inspection. A Report is based on a visual, non-invasive inspection only of those areas of the Premises to which reasonable access (clause 23) is available at the time of inspection, being, as applicable:

(a) the site, including retaining walls, paths, steps, driveways, fencing and surface water control;

(b) the subfloor;

(c) the exterior of the building, including wall cladding and joinery, chimneys, stairs, balconies and decks;

(d) the roof exterior, where accessible from a 3.6 m ladder (or by drone imaging under clause 40);

(e) the roof space and ceiling cavity;

(f) the interior of the building;

(g) services, by visual identification and assessment of accessible services only, in accordance with clause 2.3.7 of NZS 4306; and

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(h) accessory units and ancillary spaces and buildings identified by you under clause 25.

31. Multi-unit premises. For multi-unit Premises (including unit title, cross-lease and company-share dwellings), we inspect and assess only the interior and the accessible parts of the immediate exterior of the particular unit, together with related accessory units identified under clause 25. Common property is not inspected; any inspection of common property is a special purpose inspection requiring a separate written engagement.

32. Sample components. We may report on a sample set of building components only. A Report is not an exhaustive report on all building components.

33. 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.

34. Moisture readings. We use our reasonable industry knowledge to assess moisture levels at the Premises. All moisture testing performed as part of a building inspection is non-invasive, and we do not warrant that moisture ingress is not present at the Premises. Where we identify concerns and recommend invasive moisture testing, that testing is an additional scope of services (see Part F) or may be referred to a specialist at your cost and discretion.

35. Limited inspections. Where we cannot access an area of the Premises, we will exclude that area from the final Report and state that it was not inspected.

36. Building Inspection Report exclusions. Unless expressly included in the Quote/Cost Estimate, a Report excludes inspection or reporting on the following (this list is not exhaustive, and any additional exclusions will be stated in the Report):

(a) destructive or invasive testing (unless engaged under Part F), including wall opening;

(b) weathertightness surveys, weathertightness certification, or any warranty as to weathertightness (see clause 37);

(c) excavation;

(d) roof areas where access exceeds the use of a 3.6 m ladder and drone imaging is not included or is unsuitable;

(e) testing under furniture, floor coverings or appliances;

(f) disassembly of equipment or appliances;

(g) asbestos testing or identification;

(h) methamphetamine and other drug residue testing, screening or identification;

(i) determination of live borer, termite or other infestation (see clause 38);

(j) concealed, submerged, buried, camouflaged, embedded or otherwise inaccessible components or areas (including plumbing, drainage, septic/sewerage, private water, heating, air conditioning, ducting, framing, ventilation, insulation, wiring or reticulated services);

(k) commentary, reporting or analysis of minor faults or defects or of routine maintenance requirements (including wear and tear), consistent with the definition of “minor fault or defect” in NZS 4306;

(l) common areas and common property (including at cross-lease Premises, unit titles and multi-unit dwellings);

(m) sheds and outhouses, unless identified under clause 25 and included in the Quote/Cost Estimate;

(n) solar and photovoltaic systems;

(o) building code compliance or other regulatory compliance (including local or territorial consents or resource consents);

(p) seismic performance or seismic risk;

(q) matters excluded from the scope of NZS 4306 by clause 1.3 of that standard, including legal title, building warrant of fitness and compliance schedule services, planning, resource consent and building consent issues, long-term maintenance planning, rental property tenancy inspections, heritage obligations, and compliance with body corporate rules, cross-lease memoranda or occupation agreements; and

(r) any other matter we expressly limit or exclude in the Report.

37. Weathertightness risk. The inspector considers visible weathertightness risk factors when assessing the Premises. That consideration is not a weathertightness survey, moisture ingress investigation or weathertightness certification, and no statement in a Report is a warranty that the Premises are or will remain weathertight.

38. Pests. The inspector may note visible evidence of insect or pest infestation (for example borer flight holes or rodent activity) in accessible areas. A Report does not determine whether any infestation is live or extinct and is not a pest inspection. If evidence of infestation is noted, you should engage a specialist.

39. Specialist recommendations. We may include recommendations in a Report for specialist advice or assessments to be

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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. If you choose not to obtain a recommended specialist assessment, you accept the risk of matters that assessment would have identified.

40. Drone roof imaging. Where roof areas cannot be safely accessed from a 3.6 m ladder, we may (at our discretion, and weather permitting) capture roof imagery by drone as part of the building inspection. Drone operations are conducted in accordance with the Civil Aviation Rules and may be limited, rescheduled or cancelled due to weather, airspace restrictions, or the absence of any consent required to operate over neighbouring property.

41. Limits of drone imaging. Drone imaging provides a visual overview of the roof only. It does not involve physical testing of the roof or its fixings, and any areas not visible in the captured imagery remain excluded from the Report.

PART E: HEALTHY HOMES REPORT SERVICES

42. Report compliance. Healthy homes inspection Reports are prepared in accordance with the Healthy Homes Standards. Healthy homes assessments are not building inspections and are not carried out under NZS 4306.

43. Visual inspection. Healthy homes inspections are based on visual inspections only and are limited to the aspects of the Premises prescribed by the Healthy Homes Standards, being heating; insulation; ventilation; moisture ingress and drainage; and draught stopping.

44. 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 will be stated in the healthy homes Report):

(a) other identifiable issues that may affect the wellbeing or health of occupants of residential tenancy Premises;

(b) probe or destructive testing;

(c) testing under furniture or appliances;

(d) disassembly of equipment or appliances; and

(e) any other matter we expressly limit in the Report.

PART F: INVASIVE TESTING SERVICES

45. Invasive testing. Invasive testing is not a standard service. We may provide it from time to time, on a case-by-case basis, where you expressly request it (or we recommend it) and we expressly accept the engagement in a Quote/Cost Estimate, and we may decline any request for invasive testing at our discretion. Where we accept an engagement to perform invasive testing to identify locations of water ingress or water leakage, the following apply:

(a) before testing begins, you must confirm, on behalf of yourself and all other owners of the Premises, consent to the removal of core samples of framing or linings to perform the testing;

(b) we will reinstate sample points with a standard patch or plug only; we are not responsible for decorative reinstatement or invisible repair of surfaces or finishes;

(c) invasive testing must not be relied upon as a weathertightness report, assessment or opinion in any way; and

(d) results relate only to the specific locations tested, as at the date of testing.

PART G: BUILDER'S WALKTHROUGH SERVICE

46. No Report basis. Our builder's walkthrough service is an accompanied tour of a property nominated by you. Observations about works or remedial actions made by us or our Personnel are supplied on an “as is” basis via a visual inspection and on a “no Report” basis. We will not supply any written Report in connection with this category of service. To avoid doubt, a builder’s walkthrough is not supplied to the level of detail required by NZS 4306.

47. Verbal observations. Verbal comments and observations supplied during a builder's walkthrough are informal observations only, and neither you nor any third party should rely on them as a substitute for a Building Inspection Report Service. Nothing in this clause limits your rights under the Consumer Guarantees Act 1993 (see Part K). If you require a report you can rely on, engage a Building Inspection Report Service.

PART H: USE OF REPORTS

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

49. Intellectual property. The Inspected Residential trade marks, branding, report templates, systems and methodology are owned by the Brand Owner and are used by us under licence, and nothing in the Contract gives you any rights in them. As between you and us, we own all intellectual property rights in each Report, including the inspection findings recorded in it. You have a non-exclusive, non-transferable licence to use your Report for the purpose for which it was commissioned, being your own decision-making in respect of the Premises. You must not reproduce, publish or supply the Report, in whole or in part, for any other purpose without our prior

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written consent.

50. Report addressee and re-issue. If you wish a Report to be re-issued to, or extended to cover, an alternative or additional addressee (for example another prospective purchaser, a lender or an insurer), you must obtain our express written consent. A re-issue fee may apply, and we will require the new addressee to accept these terms.

51. Reassignment of Reports. You authorise us to reassign or re-issue a Report in the name of an alternative or additional addressee, whether at your request, at the request of a third party, or at our own initiative, provided that:

(a) the reassignment does not, in our reasonable opinion, create a conflict of interest between our duties to you and our duties to the proposed addressee;

(b) we act reasonably and have regard to your legitimate interests as the commissioning client; and

(c) the proposed addressee accepts these terms as they apply to Reports, and a reassignment fee may be charged to the party requesting the reassignment,

and a reassigned Report remains our opinion as at the original inspection date, with clauses 48 and 52 applying to it and to each addressee. We may also carry out new inspections of the same Premises for other customers at any time.

52. No future warranty. A Report provides our opinion as at the date of the applicable inspection. A Report, and any assessment provided in connection with the Services, is not a warranty against issues, defects or problems that were not identifiable on a visual, non-invasive inspection, or that develop after the date of performance of the Services.

53. Attendance in third-party disputes. If we or our Personnel are required to attend any negotiation, mediation, tribunal or court proceeding, or to produce documents, in connection with your use of a Report in a dispute with a third party (and we are not a party at fault), you must pay our reasonable fees and expenses for the time involved at our then-current rates.

PART I: PAYMENTS AND INVOICING

54. Amounts owing payable on due date. All amounts specified in an invoice for the Services require payment on or before the due date specified in the invoice issued by the Billing Agent (Amounts Owing).

55. GST. Unless the Quote/Cost Estimate or invoice expressly states otherwise, amounts stated in a Quote/Cost Estimate or invoice are inclusive of GST. Where any amount is stated as exclusive of GST, GST is payable in addition.

56. Currency. All prices, fees and other amounts under the Contract are stated and payable in New Zealand dollars.

57. Invoice payable prior to Report release. All Amounts Owing are payable in advance of the release of a Report, unless we expressly agree otherwise in writing, and we may withhold release of a Report until payment has been received in full. Reports may be released by either of the following methods:

(a) payment-gated release: the Report is made available to you automatically, by secure link or through our client portal, immediately upon our payment system confirming receipt of your payment in full; or

(b) manual release: we issue an invoice to you, and the Report is sent to you once payment of that invoice has been received in full,

and in each case payment is treated as received when the Billing Agent's payment provider confirms the transaction or cleared funds arrive in its account. If a payment is declined, reversed or charged back after a Report has been released, the amount immediately becomes due and payable as an Overdue Amount Owing under clause 61, and your licence to use the Report under clause 49 is suspended until payment in full is received.

58. Card and payment surcharges. We may on-charge third-party transaction fees associated with online card payments as a surcharge, limited to our actual cost of accepting that payment method. The applicable percentage will be published on our website or your invoice and will be that current as at the date of the applicable booking. We will not apply any surcharge that the law prohibits.

59. No set-off or deduction. Amounts Owing which are due and payable must be paid without set-off or deduction of any kind.

60. If you dispute an invoice. If you receive an invoice and consider that you owe a lesser amount than the stated Amount Owing, you must notify us within five (5) Business Days of receiving the invoice. You are not entitled to withhold payment of any undisputed Amount Owing.

61. Overdue amounts and default interest. If you do not pay an Amount Owing by the due date, or by any later date we have agreed in writing, it becomes an Overdue Amount Owing. After a period of five (5) Business Days, we may charge default interest on the Overdue Amount Owing at 14% per annum, calculated daily from the due date until payment in full, before and after any judgment. Default interest is charged by us and may be calculated, invoiced and collected on our behalf by the Billing Agent under clause 54; this does not make any other member of the Network a party to the Contract.

62. Debt collection and recovery costs. If an Overdue Amount Owing remains unpaid for fourteen (14) Business Days or more, we may engage a debt collection agency or solicitor to recover it. You will be liable for the reasonable costs we incur in collecting any unpaid amounts, including legal costs, debt collection fees and reasonable internal administration fees.

63. Administration fees. If we are obliged to take additional steps to recover monies owed by you, we may charge reasonable administrative fees for phone calls, texts, emails and in-person visits made to follow up and recover any Overdue Amount Owing, in addition to the costs described above.

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64. Suspension. We may suspend performance of any Services, including the release of any Report, while any Amount Owing remains overdue.

PART J: VARIATIONS, CANCELLATION AND MISSED APPOINTMENTS

65. Variations to price. We may issue a variation order changing the price to complete the Services where the scope extends beyond that described at booking, including where the Premises comprise additional dwellings, or a larger area, than that on which our Quote/Cost Estimate was based.

66. Missed appointment fees. If we attend the Premises on the agreed date and at the agreed time and you have failed to make the necessary arrangements, or to meet your obligations under Part C, resulting in us being unable to perform the Services at that time, the Missed Appointment Fee will be invoiced to you and the Billing Agent may deduct this from any pre-payment and refund the balance to you.

67. Cancellation by you. If you request cancellation of a Service, you must provide us with no less than forty-eight (48) hours' notice. If such notice is not given, the Billing Agent may deduct an amount equal to the Missed Appointment Fee from any pre-payment and refund the balance to you.

68. Cancellation by us. Without prejudice to our other remedies at law, we may terminate the Contract (including any part of the Services that remains unfulfilled) and will 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 and we cannot reschedule access to a later date;

(b) health and safety: 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 requirements under applicable health and safety legislation (including the Health and Safety at Work Act 2015), and the safety concerns or issues cannot or will not be remedied by you; or

(c) no consent: we cannot obtain the consent required from you to perform invasive testing (where applicable),

and if we terminate under this clause we will refund any pre-payment for Services not performed, less any Missed Appointment Fee properly payable.

PART K: CONSUMER LAW

69. Consumer Guarantees Act. If you acquire the Services for personal, domestic or household use, nothing in these terms limits, excludes or modifies any right or guarantee you have under the Consumer Guarantees Act 1993, or any other right that cannot lawfully be excluded, and these terms (including Parts L and N) apply subject to those rights.

70. Clients in trade. If you acquire, or hold yourself out as acquiring, the Services in trade you agree that:

(a) the guarantees in the Consumer Guarantees Act 1993 do not apply to the Services, as permitted by section 43 of that Act; and

(b) sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply to the Contract or to any conduct or representations connected with it, as permitted by section 5D of that Act,

and both parties confirm that they are in trade and agree that it is fair and reasonable that they are bound by this clause.

PART L: LIMITATION OF OUR LIABILITY

71. Limit of liability. Subject to clauses 69 and 74, our total aggregate liability to you for loss arising out of or in connection with the Services, whether in contract, under any indemnity, in tort (including negligence), by statute or otherwise at law or in equity, is limited to an amount equivalent to the fees paid or payable by you for the applicable Services performed under these terms except that, to the extent any such loss is covered by professional indemnity insurance maintained by us, our liability for that loss is instead limited to the amount we are entitled to recover under that insurance (less any applicable excess or deductible).

72. Exclusion of indirect loss. Subject to clause 69, and to the fullest extent permitted by law, we exclude all liability to you for any indirect claims, expenses, losses, damages and costs (including any incidental, special and/or consequential damages, loss of profits, loss of anticipated savings, loss of opportunity or loss of expenses) suffered or incurred by you, arising directly or indirectly in connection with the Services.

73. Proportionate liability. Our liability to you is reduced to the extent that any act or omission of you, or of any third party (including a vendor, real estate agent, builder, tradesperson or specialist), caused or contributed to the loss.

74. When limitations cannot apply. Nothing in this Part limits our liability to the extent that it cannot be limited at law, or to the extent that it arises out of or in connection with any wilful default, fraud or criminal conduct by us.

PART M: FORCE MAJEURE

75. Force majeure. Neither party is liable for any delay or failure to perform its obligations (other than an obligation to pay money) to the extent caused by an event or circumstance beyond its reasonable control, including any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, earthquake, port closure or border closure, any national or global epidemic or pandemic effects, or the implementation of any regulation, directive, rule or measure by any government, state or other authority. The affected party must

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promptly notify the other and use reasonable endeavours to mitigate the effects. If a force majeure event continues for more than 30 days, either party may cancel the affected Services, and we will refund any amounts paid for Services not performed.

PART N: DISPUTES AND COMPLAINTS

76. Notice of dispute. If either party considers that a dispute has arisen in relation to any matter governed by the Contract, that party must give the other written notice outlining the basis of the dispute within ten (10) Business Days of becoming aware of the matter. For a dispute about the content of a Report, notice must be given within ten (10) Business Days of the date you receive the Report or become aware of the matter, whichever is later.

77. Re-inspection before remedial works. If your dispute concerns an alleged defect, error or omission in a Report or the Services, you must give us a reasonable opportunity to re-inspect the Premises before any remedial or invasive works are carried out (other than urgent works necessary for safety), so the matter can be assessed. If you carry out or permit works that prevent re-inspection, we will not be liable to the extent our ability to assess or remedy the matter has been prejudiced.

78. Resolution process. The parties will first attempt in good faith to resolve the dispute by direct discussion. If the dispute is not resolved within ten (10) Business Days, either party may refer it to mediation by a mediator agreed between the parties or, failing agreement, appointed by the Resolution Institute. Neither party may commence court proceedings (other than for urgent interlocutory relief or the recovery of undisputed debts) until mediation has been attempted. Nothing in this clause prevents you from exercising your rights under the Consumer Guarantees Act 1993 or from applying to the Disputes Tribunal.

79. Remedies. Where we accept that the Services did not comply with the Contract, we may re-perform the relevant Services or refund the amounts paid for them. This clause does not limit any remedy you have under the Consumer Guarantees Act 1993 or that otherwise cannot be excluded (clause 69).

PART O: PRIVACY

80. Collection and use of personal information. You authorise us and our agents to collect, use, retain and disclose personal information (as defined in the Privacy Act 2020) about you and your personnel, provided to us by you or by them, for the following purposes:

(a) providing the Services and administering the Contract;

(b) exercising our rights and performing our obligations under the Contract;

(c) direct marketing (including by email and other electronic means), unless you notify us that you do not wish to receive direct marketing from us;

(d) sharing personal information with other members of the Network where reasonably required for the performance of our obligations or the exercise of our rights under the Contract, for the operation of shared booking, reporting and administration systems, or for administration and quality assurance of the Inspected Residential brand; and

(e) giving effect to any reassignment or re-issue of a Report under clause 51.

81. Storage of information. Personal information and inspection data may be stored and processed using reputable third-party service providers, including cloud service providers located outside New Zealand. Where personal information is held by an overseas provider, we take reasonable steps to ensure it is subject to privacy safeguards comparable to those under the Privacy Act 2020.

82. Your privacy rights. If you are an individual, you have the right under the Privacy Act 2020 to access, and to request correction of, personal information we hold about you. If you provide personal information about another person (including your personnel), you confirm that you are authorised to do so, and that you have informed that person of the purposes above and of their right to contact us to access and, if applicable, request correction of the information we hold about them. Our privacy practices are set out in our Privacy Policy, available on our website.

PART P: GENERAL

83. Governing law. The Contract is governed by the laws of New Zealand, and the parties submit to the exclusive jurisdiction of the courts of New Zealand (subject to the jurisdiction of the Disputes Tribunal and of any other tribunal with statutory jurisdiction).

84. Severability. If and to the extent that any provision, or part of a provision, is illegal or unenforceable, that provision or part will be severed from the Contract and will not affect the continued operation of the remaining provisions.

85. Entire agreement. The Contract sets out the entire agreement between the parties in respect of the Services. This clause does not exclude or limit any liability or right arising under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 that cannot lawfully be excluded.

86. Variation of these terms. We may update these terms from time to time. The version current at the date of your booking applies to that booking.

87. Assignment. We may assign or transfer the Contract to another member of the Network, or to a purchaser of our business, provided the assignee assumes our obligations under it. You may not assign your rights under the Contract without our prior written consent.

88. Waiver. A failure or delay by a party in exercising any right under the Contract does not operate as a waiver of that right.

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89. Notices. Notices under the Contract may be given by email: to us at admin@inspectedresidential.co.nz, and to you at the email address you provided at booking. A notice sent by email is deemed received at the time of transmission or, if sent after 5.00 pm or on a non-Business Day, at 9.00 am on the next Business Day.

90. Survival. Parts H, I, K, L, N and O, this Part, and any other provision which by its nature should survive, survive completion, cancellation or termination of the Contract.

91. 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, “legal requirement” has the meaning given to it by section 219(2) of that Act.

END OF TERMS

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