

## Terms and conditions

### **Purpose**

The building inspection report (“Report”) is prepared by Dependable House Inspections Ltd for the specific purposes of assessing the general condition of the building and identifying defects that are readily apparent at the time of inspection based on the limited visual, non-invasive inspection as further described below in the Scope and Limitations & Exclusions sections.

No responsibility is accepted in the event that the Report is used for any other purpose.

### **Scope**

The Report is based on a limited visual, above ground, non-invasive inspection of the standard systems and components of the building. DHIL does not open up, uncover or dismantle any part of the building as part of the inspection or undertake any internal inspection of the building.

### **Report Limitations & Exclusions**

The Report is a guide only (as per New Zealand Standards) and not a guarantee or warranty as to the state of the building or any product, system or feature in the building.

Areas of the building that the inspector believes to be a potential problem areas for moisture ingress are checked with a non-invasive moisture meter. Rotting of timber framing and/or the presence of toxic moulds however, can only be determined by invasive testing which requires the removal of wall linings. This cannot be done without the written consent of the owner and is outside the scope of the Report. The Report is not a specialist weather tightness report only a visual weather tightness report.

DHIL accepts no responsibility or liability for any omission in its inspection or the Report related to defects or irregularities which are not reasonably visible at the time of the inspection or which relate to components of the building:

- which are below ground or which are concealed or closed in behind finished surfaces (such as plumbing, drainage, heating, framing, ventilation, insulation or wiring);
- which required the moving of anything which impeded access or limited visibility (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil) – DHIL does not move owner/occupier items for the purposes of the inspection;
- to which access is not reasonably and safely available to carry out a visual inspection. This may include roofs, subfloor areas and ceiling cavities and high, constricted or dangerous areas for which inspection is not permitted by Occupational Safety and Health regulations.

In addition, the customer accepts that DHIL will not detect some defects because: the defect may only occur intermittently; the defect has been deliberately concealed; or DHIL has been given incorrect information by the customer or any third party. If you believe that any of these circumstances apply then you should immediately contact DHIL in order to try and resolve.

Any area, system or component of the building or any item, feature or system not specifically identified in the Report as having been inspected was not included in the scope of the inspection.

This includes the condition and location of any special features or services, underground services drainage or of any systems including electrical, plumbing, gas or heating except as otherwise may be described in the Report. On request, specialist inspections can be arranged of weather tightness or structure or of any systems including electrical, plumbing, gas or heating.

Descriptions in the Report of systems or appliances relate to the existence of such systems or appliances only and not the adequacy, efficiency or life expectancy of such systems or appliances.

The Report:

- is not a structural survey, engineer's report, weather tightness inspection or a report on the building's seismic safety. DHIL can assist with arranging such specialist third party inspections upon request;
- does not assess compliance with the requirements of any legislation (including, any act, regulation, code or by-law) unless otherwise stated;
- is not a geotechnical, site or environmental report. DHIL makes no representation as to the existence or absence of any or "hazard" (as defined in the Health and Safety in Employment Act) or any "hazardous substance", "natural hazard" or "contaminant" (as those terms are defined in the Resource Management Act) in the building or property.

### **Title and Local Authority Records**

DHIL has not undertaken any title search and assumes all improvements are within the legal boundaries of the property.

No survey of the property or any search of information held by the territorial authority or any other relevant authority has been undertaken. It is recommended that the customer conducts its own Land Information Memorandum or Council property file search.

### **Unit Title Properties**

If the property is a Unit Title property, the inspection and Report is limited to the actual unit and any accessory unit(s) and does not extend to the remainder of the building or the common areas.

DHIL recommends the customer obtain a copy of the financial statements and minutes from meetings of the Body Corporate to establish the history of the inspected property under such Body Corporate.

### **Responsibility to Third Parties**

Our responsibility in connection with this Report is limited to the customer to whom the Report is addressed and to that customer only. We disclaim all responsibility and will accept no liability to any other party without first obtaining the written consent of DHIL and the author of the Report.

DHIL reserves the right to alter, amend, explain or limit any information given to any other party.

### **Publication**

Neither the whole nor any part of the Report (or any other report provided by DHIL, whether written or verbal) may be published or included in any published document, circular or statement whether in hard copy or electronic form or otherwise disseminated or sold without the prior written approval of DHIL and the inspector.

### **Claims & Disputes**

Should any dispute arise as a result of the inspection or the Report, it must be submitted to DHIL in writing as soon as practically possible but in any case, within ten working days of discovery. The customer agrees that in the event of a dispute, the contents of the Report may not be used to satisfy any terms of a sale and purchase agreement until the disagreement/dispute has been resolved. In the event the customer nevertheless enters into an unconditional agreement for purchase of the subject property or makes an existing agreement unconditional prior to resolution of the dispute, the customer shall be deemed to have waived the customer's rights to continue with and/or make any future claim against DHIL in relation to that matter.

Except in the case of an emergency, the customer further agrees not to disturb, repair, replace or alter anything that may constitute evidence relating to the dispute or claimed discrepancy before DHIL has had an opportunity to re-inspect and investigate the claim. The Customer understands and agrees that any failure to notify DHIL or permit DHIL to re-inspect as stated above shall be deemed to be a waiver of the customer's rights to continue with and/or make any future claim against DHIL in relation to that matter.

### **Limitation of Liability**

The customer acknowledges and agrees that the director(s) and employee(s) of DHIL shall not be held liable to the customer.

DHIL shall have no liability to the customer for any indirect or consequential loss of whatever nature suffered by the customer or any other person and the customer hereby indemnifies DHIL in respect of any claims concerning any such loss.

Subject to any statutory provisions, if DHIL becomes liable to the customer for any reason, for any loss, damage, harm or injury in any way connected with the completion of the inspection and/or the Report, DHIL's total liability shall be limited to a sum not exceeding **\$10,000**.

### **Consumer Guarantees Act**

Nothing contained in these terms and conditions shall be deemed to exclude or restrict any rights or remedies that the customer may have under the Consumer Guarantees Act 1993 or otherwise at law.

### **Partial Invalidity**

If any provision in these terms and conditions is illegal, invalid or unenforceable, such provision shall be deemed to be excluded or read down to the extent necessary to make the provision legal, valid or enforceable, and the remaining provisions of these terms and conditions shall not be affected

"All our building inspections and reports are subject to our standard terms and conditions. This is an important legal document. Please take the time to read it before ordering any inspection or other services. Our standard terms and conditions exclude certain types of liability and limit our total liability to customers in the event of any problems."