

1 CheckHome building inspection terms and conditions

1 These terms and conditions govern the property inspection services that CheckHome will provide to you. You must confirm in writing that you accept the terms and conditions before CheckHome will provide the property inspection services.

2 The terms and conditions cover:

- 2.1 the scope of CheckHome's inspection;
- 2.2 limitations on the resulting inspection report; and
- 2.3 CheckHome's terms of trade.

Scope of the inspection - visual inspection only

3 The scope of CheckHome's inspection is limited the visual inspection of the components of the building that the inspector has reasonable access to and that are in the inspector's clear line of sight.

4 The inspection will not include:

- 4.1 examination of any areas or components which are concealed or closed behind finished surfaces (such as plumbing, drainage, heating, framing, ventilation, insulation or wiring) or which require the moving of anything which impedes access or limits visibility (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil);
- 4.2 intrusive or destructive inspection of any part of the building or any building component, disassembly of equipment, or the removal or testing of electrical or other building components or materials.

Reasonable access to be provided

5 You agree to ensure that reasonable access can be gained to the property, including but not limited to the roof cavity and foundation spaces and any such spaces if they exist are cleared for an inspection to be carried out.

6 'Reasonable access' means access that is safe, unobstructed and which has a minimum clearance of 600mm for a roof cavity and 500mm for a floor cavity.

7 For safety reasons, access to the exterior of any roof surface for inspection purposes will only occur if:

- 7.1 the weather is fine;
- 7.2 the roof is dry;
- 7.3 the roof slope does not exceed 35°; and
- 7.4 the roof height does not exceed 2m.

8 Any area of the property that cannot be reasonably accessed will not be inspected and will be excluded from any inspection report.

Scope of the inspection report

9 The inspection report should be seen as a reasonable attempt to identify any significant fault or defect visible at the time of the inspection, rather than an all encompassing report dealing with the home from every aspect. The reporting of any significant fault or defect is on an exceptional basis, rather than reporting on items, which are in an acceptable condition for their age.

10 We define significant fault or defect as 'a matter that requires substantial repairs or urgent attention and rectification'.

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- 11 We will address the significant fault and/or defect in the summary section of the report as maintenance or remedial work.

Limitations of inspection report

- 12 The inspection report is intended only as a general guide to help you make your own evaluation of the overall condition of the home, and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase.
- 13 The report expresses the opinions of the inspector, based on his or her visual examination of the conditions that existed at the time of the inspection only.
- 14 The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered.
- 15 All building components and conditions which, by the nature of their location are concealed, deliberately hidden, camouflaged or difficult to inspect are excluded from the report.
- 16 Any suggestions or recommendations contained in the report are suggestions only and it is the responsibility of the person or persons carrying out any design or building work to ensure that the most appropriate remedy is carried out in conjunction with any further discoveries, warranties or manufacturer's recommendation and warranties, and any necessary local authority concerns conveyed prior to proceeding with remedial work.
- 17 Inspection of the systems at the home are outside the scope of our report. The inspector will, however, conduct a cursory inspection of the hot water system, the plumbing system, and the electrical system. You should note this will only be the opinion of the inspector, who is not a qualified plumber, electrician or gas fitter.
- 18 The inspection and report should not be construed as a compliance inspection of any building, legal or territorial authority standards, codes or regulations. The report is not intended to be a warranty or guarantee of the present or future weather tightness, adequacy or performance of the structure, its systems, or their component parts. The report does not constitute any express or implied warranty of merchantability, fitness for use or habitation, or building code compliance and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or extended life of components are general statements based on information about similar components and occasional variations are to be expected between such estimates and actual experience.
- 19 You accept that the inspector will not detect some faults because:
- 19.1 The fault only occurs intermittently.
 - 19.2 Part of the home has not been used for a while and the fault usually occurs after regular use (or detection of the fault would only occur after regular use).
 - 19.3 The type of weather that would normally reveal the fault is not prevailing at, or around, the time of the inspection.
 - 19.4 The fault has been deliberately concealed.
 - 19.5 Furnishings are obscuring the fault.
 - 19.6 We have been given incorrect information by you, the vendor, the real estate consultant, or any other person.
 - 19.7 The fault is/was not apparent on a visual inspection.

Disputes

- 20 Should any dispute arise as a result of the inspection or report, it must be submitted to CheckHome in writing immediately.

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- 21 You agree that upon raising 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.
- 22 You agree that if, after raising a dispute, you used the inspection or report to make an unconditional offer or confirm the sale and purchase agreement, that you waive all of your rights to continue with the dispute, and/or raise any future dispute or claim about the inspection or report with CheckHome.
- 23 In the event of a claim/dispute regarding damage to a home, you will allow CheckHome to investigate the claim prior to any repairs to the home being undertaken or completed. You agree that if you do not allow CheckHome to investigate the claims of damage before any repairs are carried out, that you waive your rights to continue with and/or make any claims against CheckHome.
- 24 In the event of any dispute, you agree not to disturb, alter, repair, or attempt to repair anything that may constitute evidence relating to the dispute without first providing CheckHome with a reasonable opportunity to reinspect the building, except in the case of an emergency. You agree that if you do not provide CheckHome with a reasonable opportunity to reinspect the building before anything that may constitute evidence relating to the dispute is disturbed, altered, or repaired, that you waive your rights to continue with and/or make any claims against CheckHome

Limitation of liability

- 25 If CheckHome becomes liable to you, for any reason, for any loss, damage, harm or injury in any way connected with the completion of the inspection and/or report, its liability shall be limited to a sum not exceeding the cost of the inspection and report. CheckHome will not be liable to you for any consequential loss of whatever nature suffered by you or any other person injured and you agree to indemnify CheckHome in respect of any claims concerning any such loss.