

## **Terms and Conditions**

### **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.

### **Applicable standard**

3. The inspection and resulting report are undertaken in accordance with NZS 4306:2005, Residential Property Inspection. A copy of this standard is available at our office for inspection, or you may obtain a copy from Standards New Zealand.

### **Intellectual property**

4. The inspection report is the intellectual property of, and upon creation the copyright vests in, CheckHome.

### **Inspection report personal to you**

5. The inspection report will be prepared exclusively for you. You agree that the inspection report is personal to you and shall not be assigned or disclosed or distributed (other than disclosed or distributed to professional advisors) without the written permission of the CheckHome.
6. CheckHome accepts no liability to any person other than you. Any third party relying on the contents of the inspection report does so at their own risk and CheckHome disclaims any liability for any loss (direct or consequential), cost or damage resulting.

### **Limitation of liability**

7. To the extent permitted by legislation, 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 the resulting report, its liability shall be limited to a sum not exceeding five times the fee paid, or payable, to CheckHome.

8. 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.

### Payment

9. You are responsible for paying CheckHome's fee. An invoice is sent with the inspection report. Total payment is required within 7 days of receipt of the invoice. An additional service charge of \$100 will be added to any debt collection fees.
10. You must pay CheckHome default interest compounding monthly on all monies due but unpaid, for the period from the expiry of the time provided for payment until actual payment. The right to default interest is additional to any other remedy that CheckHome may be entitled to. The rate of default interest is 7% per month.
11. CheckHome is entitled to recover from you, on an indemnity basis, all costs and expenses, including legal costs on a solicitor/client basis, incurred in connection with the recovery of any amount due and payable by you to CheckHome.

### Cancellation Fee

12. A cancellation fee may be charged by CheckHome if an inspection is cancelled within 24 hours of the time arranged. The amount of the cancellation fee is recorded on CheckHome's website on the Pricing & Services page accessible by clicking on the link below:

<http://checkhome.co.nz/building-inspection-pricing/>

### Site Re-check Fee

13. Your engagement of CheckHome allows for one site visit per inspection. If, for any reason, you request an additional site visit, it will incur a site re-check fee. The amount of the site re-check fee is recorded on CheckHome's website on the Pricing & Services page accessible by clicking on the link below:

<http://checkhome.co.nz/building-inspection-pricing/>

### Consumer Guarantees Act

14. Nothing in these terms and conditions limits your rights under the Consumer Guarantees Act 1993.

#### Scope of the inspection - visual inspection only

15. The scope of CheckHome's inspection is limited to a 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.
16. The inspection will not include:
  - 16.1. 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);
  - 16.2. 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.

#### Multi-unit property

17. In a multi-unit property, the inspection and resulting report will only cover the condition of the interior and accessible parts of the immediate exterior of the unit and any related accessory units.

#### Reasonable access to be provided

18. 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.
19. '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.
20. For safety reasons, access to the exterior of any roof surface for inspection purposes will only occur if:
  - 20.1. the Weather is fine;
  - 20.2. the Roof is dry;

- 20.3. the roof slope does not exceed 35°; and
- 20.4. the roof height does not exceed 2m.
- 21. Any area of the property that cannot be reasonably accessed will not be inspected and will be excluded from any inspection report. The report will state the areas that could not be inspected.

#### Scope of the inspection report

- 22. 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 building 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.
- 23. We define significant fault or defect as 'a matter that requires substantial repairs or urgent attention and rectification'.
- 24. We will address the significant fault and/or defect in the summary section of the inspection report as maintenance or remedial work.

#### Limitations of the inspection report

- 25. The inspection report is intended only as a general guide to help you make your own evaluation of the overall condition of the building and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase.
- 26. The inspection 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.
- 27. The inspection and resulting report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered.
- 28. 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.
- 29. Any suggestions or recommendations contained in the inspection 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.

30. Inspection of the systems at the building are outside the scope of our inspection report. The inspector will, however, conduct a cursory check 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.
31. The inspection and resulting report should not be construed as a compliance inspection of any building, legal or territorial authority standards, codes or regulations. The inspection 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 inspection 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.
32. You accept that the inspector will not detect some faults because:
  - 32.1. The fault only occurs intermittently.
  - 32.2. Part of the building 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).
  - 32.3. The type of weather that would normally reveal the fault is not prevailing at, or around, the time of the inspection.
  - 32.4. The fault has been deliberately concealed.
  - 32.5. Furnishings are obscuring the fault.
  - 32.6. We have been given incorrect information by you, the vendor, the real estate consultant, or any other person.
  - 32.7. The fault is/was not apparent on a visual inspection.

### Disputes

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

34. You agree that upon raising a dispute, the contents of the inspection report may not be used to satisfy any terms of a sale and purchase agreement until the disagreement/dispute has been resolved.
35. You agree that if, after raising a dispute, you used the inspection or resulting 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 resulting report with CheckHome.
36. In the event of a claim/dispute regarding damage to a building, you will allow CheckHome to investigate the claim prior to any repairs to the building 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.
37. 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.