



Home Inspections Queenstown Limited - Terms and Conditions Agreement

This document outlines the terms and conditions under which Home Inspections Queenstown Limited provides services. These terms are legally binding upon acceptance and apply to all inspection services offered.

1. DISCLAIMERS

1.1 WEATHERTIGHTNESS RISK OBSERVATIONS

Our weathertightness risk observations are non-invasive, visual only. Weathertightness observations do not offer advice on compliance with E2/AS1 of the New Zealand Building Code. No invasive weathertightness tests are conducted during the Inspection. This is not a weathertightness assessment and provides general information about weathertightness risk features only. Noted indications of weathertightness observations will require further investigation by a registered Surveyor or Contractor who specialises in weathertightness invasive investigations.

Moisture ingress can be caused by, but is not limited to, several factors, including certain cladding products, poor installation techniques, lack of cavity systems, high wind zone areas, and heavy rain. Recommend or a detailed analysis, invasive inspections are recommended. Moisture ingress can be caused by, but is not limited to, several factors, including certain cladding products, poor installation techniques, lack of cavity systems, high wind zone areas, and heavy rain. The Moisture Meter cannot accurately test concrete or concrete-based cladding systems. It is not feasible to check all the exterior and interior wall spaces. Indicative moisture readings can vary due to recent and current weather conditions and should not be solely relied upon to rule out the presence of moisture. To conclusively determine the presence of moisture or its infiltration, more thorough methods such as invasive testing might be necessary, potentially involving disassembly of parts of the wall or cladding.

1.2 CLADDING

Our inspectors are not asbestos specialists. Concerns about asbestos should be directed to certified asbestos specialists. Due to the various cladding types, products, brands, and installation specifications, it is not always possible to be certain of the exact cladding product or installation technique used. For detailed cladding information, we recommend you contact your solicitor or your Local Territorial Authority to obtain a copy of the property plans or Land Information Memorandum (LIM) Report.

1.3 BOUNDARY LINES

We do not verify boundary lines or fence positions; we recommend you contact your solicitor or your Local Territorial Authority to obtain a copy of the property plans or Land Information Memorandum (LIM) Report.

1.4 CHIMNEY

All reasonable efforts are made to assess the state of the chimney, testing the chimney is outside the scope of this inspection. We recommend all chimneys be tested, serviced and certified by a certified chimney specialist before settlement, and a service history record be sort from the Vendor or Listing Agent if available.

1.5 ELECTRICAL

Our Inspectors are not electrical specialists. Plugs, switches, and light fittings are sighted where possible for damage or poor fixing on the wall linings. Power points, appliances and light switches are not tested. The Inspector may comment on the type of wiring that is visible in the internal ceiling space and in the subfloor area. A photograph of the main switch board and visible wiring may be recorded to show the condition of these areas. Concerns about electrical components should be directed to certified electrical specialists. We advise to seek electrical assurances including electrical certificates from the Vendor or Listing Agent prior to settlement.

1.6 PLUMBING

Our Inspectors are not plumbing specialists and where possible will test and comment on the general condition of plumbing visible in the subfloor or in the internal ceiling space. The Inspection of showers is limited to testing by using the provided shower rose or handheld rose from inside the shower, this limits the ability to find all potential leaks. Engage with a certified plumbing specialist to establish the condition and performance of the pipe work.

1.7 HEATING

Testing of services such as, but not limited to, heating systems, ducting, ventilation, heat transfer kits, underfloor heating systems, extractor fans, heat pumps, heated towel rails, wall mounted panel heaters, standalone heaters, diesel heaters, electronic louvers, HRV, DVS, water pumps, functionality of solar power source, swimming pool and spa heating or alike are outside the scope of this inspection. Servicing and compliance checks should be done by a certified specialist.

1.8 COMMON PROPERTY

With multi-unit properties, only the condition of the interior and accessible parts of the immediate exterior are inspected.

2. LIMITATIONS AND EXCLUSIONS

2.1 Our inspections are visual and non-invasive, focusing on observable issues only. The report does not include any areas that are concealed or cannot be seen with clear line of sight either due to personal belongings or furniture that may be concealing evidence of defects that could be discovered later. The Inspector does not move or relocate any furniture or personal belongings.

2.2 The report serves as a guide to assist you in making your own assessment on the overall condition of the property. All observations, rectification or monitoring recommendations may be provided as deemed appropriate. The report is not intended to provide independent rectification solutions or costs on specific systems or components identified as areas of interest or concern. The report is not a guarantee or warranty as to the state of the property or any product, system or service feature on the property.

2.3 While every effort and due care is taken to be as thorough as possible, the Inspector is still subject to human error and oversight. Home Inspections Queenstown Limited and its Inspectors do not accept liability for any defects that may be missed through human error or oversight.

2.4 In some cases where services such as gas, water and electricity have not been used for some time prior to the Inspection, such conditions may inhibit the detection of defects such as dampness caused by water leaks and the ability to test showers.

- 2.5 The report does not advise on the following: legal titles, building warrant of fitness and services described on a compliance schedule, structural integrity, planning, resource and building consent issues, code of compliance, long term maintenance planning, heritage obligations, compliance with body corporate rules, the terms of a memorandum of cross lease or a company title agreement, contaminants of any kind, testing or advising on the presence of asbestos, magnesite or mould, footings below the ground, T.V., sound and communication systems, art décor or art features, chattels, concealed plumbing and drainage, swimming pools, spa pools and associated equipment, the operation and service requirements of incinerators, fireplaces or heaters, including chimneys and flues, appliances including but not limited to, hot water cylinders, stoves, ovens, dishwashers, microwave ovens, heat transfer kits, extractor fans and ducted vacuum systems, structural stability, concealed timber framings or any areas concealed behind wall linings or cladding, environmental matters including geological stability and soil conditions, cooling or heating systems, electrical systems, components or wiring, elevators, flammable materials, formaldehyde, fountains or ponds, installation methods, locks and bolts, moisture content in partitions or exterior cladding, playground equipment, purification systems and associated equipment, retaining walls, septic systems, energy efficiency, including solar systems, any common property associated with a unit or multi-unit property, any shared utilities or services associated with multi-unit properties, specialised building report survey.
- 2.6 It is the responsibility of the Customer, Vendor, Listing Agent or Agent (acting on behalf of the Customer), to ensure (where possible) that safe and unobstructed access is provided to the following areas. The Report will clearly state if limited or no access was available at the time of Inspection.
- 2.6.1 ROOF CEILING SPACE
- Due to the current Health and Safety at Work Act 2015, observations in the Report about the Roof Ceiling Space are limited to line of site viewed from a (3.6 m) ladder, at the ceiling access hatch, within a 2-meter radius and/or any safe ceiling access space available. In some cases that are deemed unsafe the Inspector does not go beyond the access hatch.
- 2.6.2 SUBFLOOR ACCESS
- Due to the current Health and Safety at Work Act 2015, observations in the Report about the Subfloor are limited to line of site, viewed at the Subfloor access hatch, within a 2-meter radius. In some cases that are deemed unsafe the Inspector does not go beyond the access hatch.
- 2.6.3 ROOF EXTERIOR ACCESS
- Due to the current Health and Safety at Work Act 2015, observations in the Report about the Roof Exterior are limited to line of site viewed from the top of a (3.6 m) ladder and other vantage points on the ground or inside the property. The Inspector does not walk on the roof.
- 2.7 Parts of the report are based on information obtained and held by Local Territorial Authorities. Home Inspections Queenstown Limited accepts no liability for the accuracy of such information and provides no warranty that the information is complete.
- ### 3. GENERAL
- 3.1 REPORT VALIDITY
- Reports are valid for a period of Fourteen (14) days from the date of Inspection.
- 3.2 DISPUTES
- Defects must be reported to Home Inspections Queenstown Limited within Seven (7) days of detection. Disputes must be reported to Home Inspections Queenstown Limited within Seven (7) days of detection. The Customer (including its Agent, Employees, or Independent Contractors) shall not, except for emergency conditions, make any alteration, modification or repairs to the disputed area prior to a re-inspection by Home Inspections Queenstown Limited. Any failure by the Customer or associated parties to notify Home Inspections Queenstown Limited in accordance with this clause shall constitute a waiver of all claims.
- 3.3 LIABILITY
- Home Inspections Queenstown Limited and its Inspectors will not be liable for indirect or consequential losses, subject to any statutory provisions, If Home Inspections Queenstown Limited, associated Inspectors and Directors are found to be liable for any reason, for any loss, damage, harm or injury in any way connected with the completion of the inspection and/or the report, total liability shall be limited to a sum not exceeding five (5) times the amount of the final Inspection price.
- 3.4 RIGHTS AND REMEDIES
- Nothing contained in this agreement shall be deemed to exclude or restrict any customer rights or remedies under the Consumer Guarantees Act 1993.
- 3.5 CONFIDENTIALITY
- The report is the intellectual property of Home Inspections Queenstown Limited. The report is confidential and intended for the exclusive benefit and use by the customer, their Agent and any other relevant parties for the purpose of considering the purchase or sale of the property listed in the Report. The customer acknowledges that if they allow or cause the report or any portion thereof to be disclosed or distributed to any third party, the Customer indemnifies, defends and holds harmless Home Inspections Queenstown Limited for any claims or actions based on the services or the report brought by another party. The report is copyrighted and may not be used in whole or in part without prior written permission from Home Inspections Queenstown Limited.
- 3.6 PAYMENTS
- All prices stated are in New Zealand Dollars and include GST. The Customer is liable for the full payment of the inspection and refunds will be given at the discretion of Home Inspections Queenstown Limited. Should the Customer fail to pay the fee within Ten (10) working days from the date of the inspection, the Customer shall reimburse Home Inspections Queenstown Limited for all incurred costs associated with collection, including but not limited to administration costs, solicitor fees and costs of litigation.
- 3.7 INSURANCE
- Home Inspections Queenstown Limited is insured with Public Liability and Professional Indemnity insurance up to the value of \$1,000,000 as required by the New Zealand Standard NZS 4306:2005. The Insurance includes Wet Building Cover.
- 3.8 CANCELLATION
- A fee of 25% applies If the Inspection is cancelled within Twenty Four (24) hours of the agreed Inspection date, or access is not granted to the property at the agreed time of inspection, for example, the Tenant was unaware of the inspection or does not permit access, or the acting real estate agent or Vendor is a 'no show'.
- 3.9 Home Inspections Queenstown Limited is a New Zealand owned company.