



## **Building Report on Royal property**

**Address- 600 Orere- Matingarahi Road Orere Point**

### **CONTENTS**

JOB BOOKING

EXPERIENCE & QUALIFICATIONS

CERTIFICATE OF PROPERTY INSPECTION

INTRODUCTION

SCOPE OF WORK

CONCLUSION

### **JOB BOOKING**

Date: Friday 13<sup>th</sup> March 2020

Our Reference: Ray Kitney

Ordered by: Charles Royal

Mobile Number: Not provided

Email Address: Not provided

Address of Property: 600 Orere – Matingarahi Road

Residential: Family meeting house

Approximate Age of Property: 40 years



### **Other relevant information:**

The property is a historic Family site with a family meeting house and a Rammed Earth side building currently used as a lounge. The main meeting house has a large covered decking to three sides. There is also a utility shed to the rear left of the meeting house. The property is a large rural beach front site. The meeting house is estimated to have been built in the 1980s





## **EXPERIENCE & QUALIFICATION**

### **Qualification of Inspector.**

- New Zealand Certificate in Building.
- Advance Trade Certificate in Construction
- NZ trade Certificate in Carpentry & Joinery (with merit)
- NZ Fire Service Cert in Fire Construction and Means of Escape
- Certificate in Concrete Masonry Construction
- Certified for Timber Grading and Treatment
- Building Supervisor with Dept Maori affairs
- Building Inspector for 26 years
- Registered Building Certifier for 6 years for Residential and Commercial Buildings up to 7 stories.
- 5 Years in Building Inspections and Consultancy



## **CERTIFICATE OF PROPERTY INSPECTION**

Date: 13<sup>th</sup> March 2020

Client: Charles Royal

Site Address: 600 Orere – Matingarahi Road

Property Inspector: Ray Kitney

Company: Inspect House NZ

Position: Inspector

The following areas of the Property have been inspected:

- A Exterior of buildings
- B Interior of buildings
- C The use and fire safety needs and requirements
- D Access and forecourt
- E The subfloor areas

Any limitations to the coverage of the Inspection are detailed in the Written Report.

### **CERTIFICATE**

I hereby certify that I have carried out the Residential Property Inspection and I am competent to undertake this Inspection.

Signature: Ray Kitney



## **THE REPORT**

### **LIMITATIONS OF THIS REPORT**

#### **Disclaimer**

Inspect House NZ Ltd has prepared this report. The report is a guide only and not a guarantee or warranty as to the state of the building or any product, system or feature in the building. The report has been prepared for the specific purpose of assessing the identifying the integrity of the work done and if it effects any building compliance matters.

#### **Introduction**

At the request of Charles Royal, we have inspected the family property prior to start of remedial works for the purposes upgrading the building for better maintenance standards and for establishing a compliance standard that will suit the future needs of the property

The inspection objective is to record the current condition of the buildings and to make recommendations on building matters that need repairs, rectifying or upgrading to ensure the durability of the buildings and the health & safety of those using the building.

#### **Description of property**

The main building is constructed on a timber pile foundation. The building is a standard dome barn that has a habitable fit out. It has timber frame construction with standard side to side corrugated iron arched roof, horizontal corrugated iron cladding, residential aluminium joinery, Particle board flooring and plywood board wall linings. The building has no fire alarm system, smoke detectors or smoke control doors. There is a large mezzanine floor with second exit door and stairs to the rear of the building.



The second building is a Rammed Earth construction on a full concrete slab foundation. This building has a code Compliance certificate as a storage shed facility. This building has a large overhanging corrugated iron roof. The large overhangs are for weather protection to the rammed earth walls.



1 front view





**Right side**



left side





Rear view



### Exterior Cladding and Joinery – Main Building

The Exterior is mostly in good condition. There is some rust to the right side that needs to be treated with “Rust Converter” then a “Rust Primer”.



### Exterior Cladding Second building

This is a reinforced rammed earth building. The walls have reinforced rammed earth creating a very solid concrete like finish. The wide roof overhangs ensure the walls do not get wet for other than extreme windy wet weather. There is a section to rear right corner that has fallen out. This section needs to be patched up to ensure the reinforcing steel has the required protection.

### Sub floor

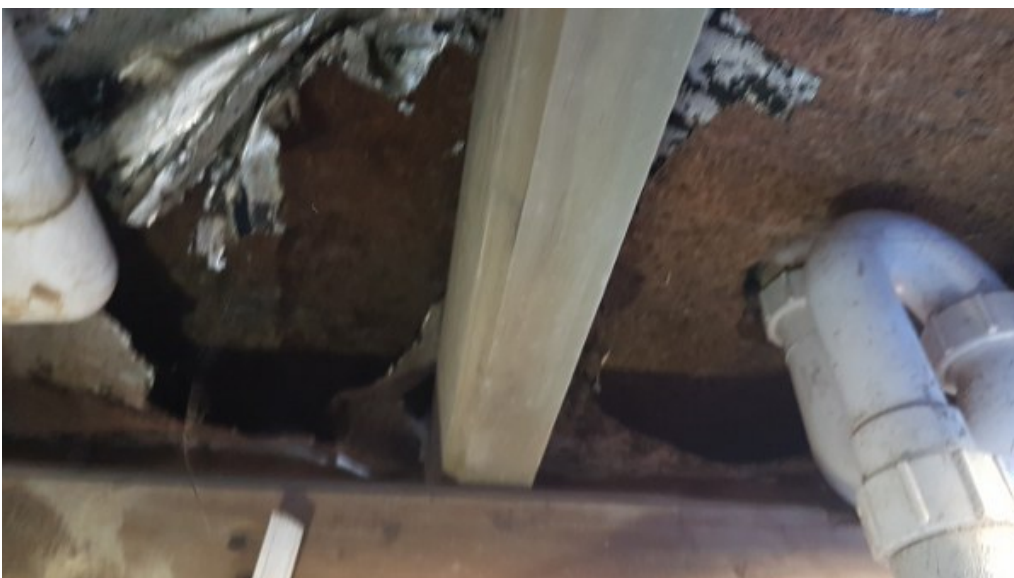
The subfloor space to main building is fully open on all sides. This provides great ventilation but also allows possums and other animals to live under the building.





It is recommended the basement be enclosed with base boards that have a 25mm gap between the board. Two access doors will be advisable for ease of maintenance one being close to most of the underfloor plumbing.

The foundations are in good condition. The underfloor foil insulation is disintegrating. It is highly recommended the insulation is upgraded with Polyester fibre. This will improve the warmth of the building in winter and cool in summer. Due to the site being in a very high wind zone this insulation will need to well secured in place and base boards will add to the protection of the insulation.





## Floor

The particle board flooring under the bathrooms is in very poor condition due to wet decay. The flooring to the service rooms need to be replaced with treated plywood. Any repairs and replacement materials must be up to current building code standards as near as reasonably practical. Replacing the floor will require the service rooms to be striped out and rebuilt. This is an opportunity to upgrade the service rooms to modern standards. The rooms



will require wet area wall linings, insulation to external walls and any substandard plumbing replaced. If it is decided the mezzanine is to be used for sleeping, the ceilings will need to be lined with Fire rated linings and insulation for protection of spread of fire to mezzanine floor.





## **Walls**

The walls to main building are mostly lined with plywood. This is likely to be a problem for spread of flame for sleeping spaces and escape routes. It is likely the walls to mezzanine and stairways will need to be overlaid with gib board then stopped and painted to meet these requirements.

The structural walls supporting the mezzanine floor will also need to have a fire-resistant rating. (FRR)

## **Ceilings**

The suspended ceilings under the mezzanine floor will also need to be fire rated. This is usually done with fire line Gib board and insulation between the floor joists. The suspended ceiling can be re-installed under the FRR ceiling if desired.





### **Ducting's and penetrations**

The kitchen extraction unit is not doing anything as there is no ducting to the outside or venting to the top of the unit. The duct needs to be installed along the back wall to the right outside wall. This could be concealed inside, or above wall fitted cupboards.

### **Windows and doors**

This building was built when it was legal to install windows without head flashings. Where the code required the owner to replace the sealants every 5 years. This was a very bad decision by the Building Industry Authority and this building has suffered constant leaks around doors and windows from this.

It is highly recommended this problem is fixed with a Registered builder installing made to size head flashing and side flashings to all doors and windows. Being a very high wind zone quality flashings are extremely important for this building.







### External stairs

There are several short stairs to the main deck and a stair and landing for the back door to the mezzanine. The stairs to the front deck are sagging due to over span of the tread timbers. It is recommended these stairs have





additional runners fitted under them. The other stairs are in acceptable condition.

To ensure these stairs stay safe it is recommended the timbers are washed with “Deck Cleaner” then two coats of “Deck Seal” applied.

The ramp decking is in poor condition and needs replacing then a Deck Seal applied.









## Decks

The decking is on three sides of the building. The deck has good foundations and has been constructed to a good standard. The deck is fully covered with a well-constructed roof providing weather protection to most of the decking.

There is however a couple of sections of the deck that have been exposed to the weather and the decking timber to these areas is in poor condition. These are to the side by the ramp and the small section by the utilities shed. Some of the decking timber to these areas will need to be replaced.

The side of the decking on the right has stone against it. This stone needs to be moved away from the decking to allow cross flow ventilation to the underside of this area of decking and to allow the timber to dry out.

The screening hung under the deck roof will need to be removed from nominated escape routes for prevention of fire spread of flame.

The open fire unit at the end of the deck is too close to the pergola roofing. It is recommended the pergola roof is cut back to provide a safe gap from the fire.













## Roof

The roof is in reasonable condition but there are some areas where the roofing is lifting. The loose section of roofing need to be fixed securely down with stainless steel roofing screws. There is also moss growth to the left side of the roof. Recommend this section is prayed with a moss removing roof spray. The tank water pipes will need to be disconnected for a week or two after spraying.

The roof to the rammed earth building is in acceptable condition but also needs to be sprayed with roof cleaner.







### Roof gutters

The roof gutters are in acceptable condition. There are two areas where there are no gutters and the roof water runs over the exposed framing, walls and onto the decking. This is causing moss build-up and decay to these areas. A flashing needs to be installed under the roofing and feed into guttering that needs to be installed at these gaps to ensure the areas can dry out. The mould will need to be removed and the expose framing treated prior to fitting the guttering.

The section of roofing above the outside fire needs to be cut back to avoid fire damage. The bear metal roofing to the fire can be extended to provide shelter over the fire.





The gutters to the rammed earth building are damaged in several places and have leaks at some joints. Recommend some sections of this guttering are replaced





## **Downpipes**

Down pipe are in acceptable condition and feed to water tanks.

## **Fascia Boards**

The flying rafter to the front of the rammed earth building is damaged. The damage section needs to be repaired to avoid decay and failure. A part of the roof overhang shows signs of moisture damage. The cause of this needs to be identified and repaired. Recommend further investigation by a registered builder.





## Interior

### Kitchen

The kitchen has a practical layout with durable cabinets. Installing ducting to the extraction unit is needed and new bench tops as the existing tops has dropped from dampness around the sinks that will be now causing water to seep through to cupboards below. Stainless steel or stone bench tops would be the most practical for this type of kitchen. Also recommend the cupboards are sanded and re-varnished and a commercial vinyl flooring laid to commercial kitchen grade to allow for wet cleaning of the floor.



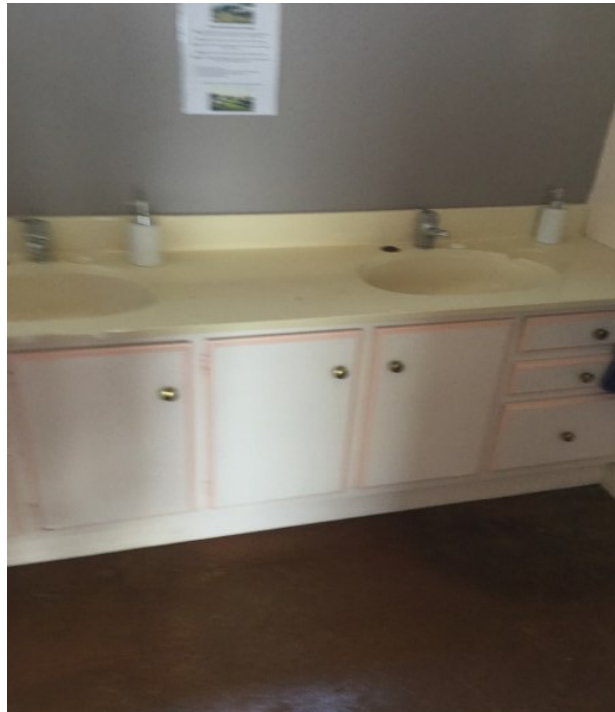
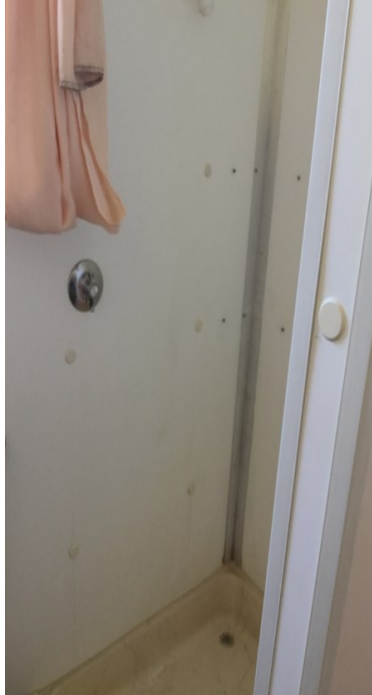


## **Ablutions**

This is an area when most work is needed. The floors have been damaged and there are some wet readings to some areas. With the need to replace the flooring it is an opportunity to upgrade all the ablutions with modern and more durable facilities and surface finishes. It is also a chance to improve the layout to provide additional showers, toilets and wash basins.

All work to the ablutions will be required to be to current building code standards to ensure no future moisture damage can occur. Additional facilities will also require a building consent.

Note: If the building is to be used for non-family activities a shower and toilet accessible for the disabled will be required.







## Moisture ingress

There are high moisture readings to the shower room floor and sides walls of the showers. This issue can be address with the ablutions upgrade and repairs.





### **Balustrade to Mezzanine.**

The current balustrade is not suitable for safety from falling if the building is to be used for non-family use.

It is recommended the balustrade is upgraded to current building code standards to ensure good safety from falling and if the area is to be upgraded for a sleeping space then the balustrade will also need to be able to protect from radiant heat if a fire occurred below.

### **Change of use category.**

If it is desired to use the building for hire or public and overnight sleeps then the building will need to be upgraded with fire resistant structure to the mezzanine. Prevention of spread of flame to some walls and ceilings, compliant means of escape, compliant smoke and fire alarms, defined exit ways and escape plans.

A fire design Engineer will be required to provide a fire report with the required upgrades and services to submit to Council for a change of use category.

The standards required will depend on the maximum number of persons permitted to use the building. Eg the bigger the number the higher the fire safety standards required.

### **The Facilities shed**

The facilities shed to the side of the main building is in poor condition. The roof is rusty, and the walls are a mix of cheap materials. The shed is on good foundations, but the rest is poorly set up and not very functional. With the shed being attached to the main building it increases the size of the main building fire cell and creates other fire safety issues. Sheds under 10ms do not require building consents.

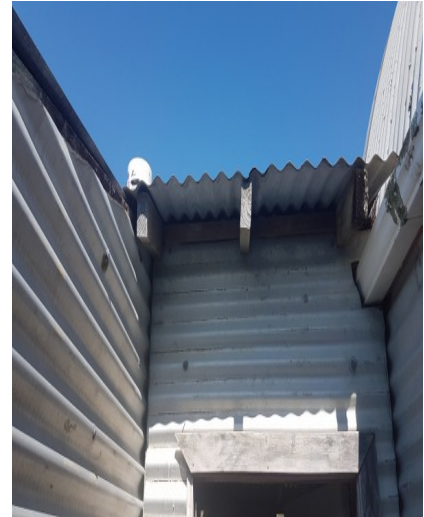


## Recommendations

1. The shed cladding and roof are replaced with more suitable materials
2. The shed layout is re-designed to provide a more compact and secure space for the water treatment and filtration system.
3. The shed storage is better set up for the equipment to be stored and in a separate locked space.
4. The laundry space is renovated to give better storage cupboards including wall cupboard better bench space and functional access for tub/s.
5. The laundry floor and water treatment floors are upgraded with a full water-proof flooring with flood floor drains fitted and retention threshold at the doors
6. The walkway roof and wall are removed to ensure an open space between shed and main building. Then the walkway raised to shed floor level.
7. A Clear-light roof is fitter over the walkway to satisfy fire separation standards.
8. The roof is fitted with full length gutters to stop water damage to walls and decking.







## DEVICES USED

### TROTEC T650

A Trotec T650 is a non-invasive moisture meters were used in search & measure mode via radio frequency taken at selected locations e.g. around joinery, below or behind dangerous flashings, at affected ground locations, etc. Moisture levels above 30% are above fibre saturation levels in the timber. Direct resistance measurements at or above this level is deemed by the industry as inaccurate. The relative comparison between %MC readings above this level is still useful however so the measurements if recorded will be reported if applicable in this document. 18%, 40 digits Trotec or 18 digits dielectric method is the benchmark figure used measured on exterior walls from the inside.

## Conclusions

1

Both the main buildings are structurally sound but have work required to bring them back to a standard that will provide safe, secure and weatherproof buildings. Being so close to the shore also adds to the need to ensure these buildings are storm resistant and rust resistant.



The rammed earth building does not require a lot of repairs and has a very good resistance to storm conditions

2

The family will need to determine what the future use of the main building is to be. It is likely that you have a mix of uses in mind but if you intend to use it for school groups or similar non family activities then a decision needs to be made on the maximum number of persons that can use the building as this will determine the amount of upgrade for fire safety and facilities the building will require. It is highly recommended discussions with fire engineer as they will be able to advise you on what fire safety standards are needed for the number of people to use the building.

Remember that a sleeping space requires the highest safety standards

Many of the repairs to this building will go hand in hand with upgrades for any change of use so it is a good time to consider all options and costs.

3

The utilities shed also needs some careful thought as to its layout and purpose as it basically needs rebuilding from the floor up to make it secure, weathertight and separate from the main building.

Please read the report carefully and note the comments and recommendation for each section.

I Will be happy to meet with the family to help clarify issues if required.





## TERMS AND CONDITIONS OF TRADE

Aecor Limited trades as Inspect House NZ (referred to as “we”, “our” and “us”). We are bound by the New Zealand Property Inspection Standards NZS 4306:2005 (the Standards). We will meet the minimum requirements set out in these standards and you as the client agree to be bound by these.

We are required to outline the following to you:

### 1. DEFINITIONS

- (a) **ACCESSORY UNITS** (as defined in the Unit Titles Act) includes an area usually with a specified purpose, which does not comprise part of the dwelling unit footprint, but is intended to be used in conjunction with the unit.
- (b) **ANCILLARY SPACES AND BUILDINGS** any area, usually with the specified purpose, which does not comprise part of the dwelling unit footprint.
- (c) **COMMON PROPERTY** An area that is owned collectively by all the unit owners and defined as such in the Unit Titles Act.
- (d) **INSPECTOR** A person, partnership or company qualified and experienced to undertake property inspections.
- (e) **MINOR FAULT OR DEFECT** A matter which, in the view of the age, type or condition of the residential building, does not require substantial repairs or urgent attention and rectification and which could be attended to during normal maintenance.
- (f) **MULTI-UNIT PROPERTY(IES)** Any property that accommodates more than one residential dwelling unit and where the owners have collective obligations.
- (g) **PROPERTY INSPECTION** A non-invasive visual inspection of a residential building carried out in accordance with 2.3 the standards.
- (h) **PROPERTY REPORT** The report referred to in section 3 of the standards
- (i) **REASONABLE ACCESS** Areas where it is safe, with unobstructed access is provided and the minimum clearances specified in table one (1) are available; or where these clearances are not available, areas within the inspector’s unobstructed line of sight.

### Table One- Reasonable access

The following table outlines the dimensions of various components of the property that determine whether that component is able to be reasonably accessed by the inspector and therefore covered under the scope of our report.



Area	Access Manhole (mm)	Crawl Space (mm)	Height
R o o f Space	450mm x 400mm	600mm x 600mm	Accessible from a 3.6m ladder*
Sub-Floor	500mm x 400mm	Vertical Clearance Timber floor: 400mm** Concrete floor: 500mm	
R o o f Exterior			Accessible from a 3.6m ladder*
* Or such other means of access that meet OSH requirements. ** From underside of bearer.			

- (j) **SIGNIFICANT FAULT OR DEFECT** A matter which requires substantial repairs or urgent attention and rectification.
- (k) **SPECIAL PURPOSE** as defined in section 4 of the standards as being an inspection and/or assessment that falls within the area of the Inspectors expertise.
- (l) **SURVEY** A separate, detailed inspection and report that may require invasive and/or specialised testing equipment, and may require the special knowledge of a relevantly qualified expert.
- (m) **WEATHER TIGHTNESS RISK** this is defined in Appendix A of the Standards

## 2. DISCLOSURE

Our non-invasive residential building inspection ("inspection") and report ('report') will provide the following information in accordance with the Standards:

- (a) The scope of our inspection and report;
- (b) Any components with the property that are not covered by our report due to that area not being able to be accessed; and
- (c) These terms and conditions are to be read in conjunction with our terms of engagement.

## 3. NON-INVASIVE RESIDENTIAL BUILDING REPORT PREPARED IN RELATION TO THE STANDARDS

- (a) The inspection process will be performed directly in accordance with the Standards. You agree that you have also accepted to be bound by these Standards in relation to this report.



- (b) Copies of these Standards are available to you upon request from us for your inspection. Alternatively you may contact Standards New Zealand and purchase a copy of these Standards for your own record.
- (c) Our inspectors have the necessary trade experience and qualifications to carry out the inspection.
- (d) We certify that the inspection will be carried out in accordance with the Standards and the Inspector meets the competences as required by the Standards.

#### 4. **SCOPE OF THE NON-INVASIVE RESIDENTIAL BUILDING INSPECTION**

- (a) In accordance with the Standards, the scope of the inspection is limited to a visual inspection of the components of a building only, in which the Inspector has reasonable access in accordance with table one of the definitions and being in their clear line of sight.
- (b) A non-intrusive moisture meter maybe used by our inspectors around accessible joinery or areas in the building identified to be risk areas. However as identified in our letter of engagement, this does not qualify as a weather tightness quality report on the property and you are strongly advised to obtain such a report from an independent suitably qualified professional.

**Note:** the moisture meter reading utensil is an aid only and their results are not conclusive. You accept that no liability will be incurred by us in relation to the moisture reading.

#### 5. **METHAMPHETAMINE INSPECTION AND REPORTING (if requested)**

- (b) Results from a non-invasive swab testing will be determined on site the same day as test was taken. You accept that should the result return as a positive we hold the right to share the results with any stakeholder in the property without liability or recourse.
- (c) You agree and accept that we are not legally responsible for any loss or damage you might suffer related to your use of our services in which we have provided you access to, whether from errors or omissions in the services you receive or information or from any other use of the website. In short, your use of our services provided is at your own risk.
- (c) The Consumer Guarantees Act 1993 implies warranties, consumer guarantees or conditions imposed on us. In respect of any such implied warranties, consumer guarantees, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded only to the minimum extent as required by that Act.
- (d) You authorise us to disclose all information in good faith where we are required to do so:
  - (i) by law or by any court;
  - (ii) to enforce the terms of any of our customer agreements;





- (iii) to protect our rights, property or health and safety, and our customers or third parties; or
- (iv) to banks or financial institutions with the purpose of preventing fraud and as proof of any transaction.

6. **REASONABLE ACCESS TO BE PROVIDED FOR INSPECTION/S**

- (a) You undertake to provide us with reasonable access to your residential property inclusive of all Accessory Units, Ancillary Spaces and Buildings, Common Areas and or any other area required for entry by us in order to provide a comprehensive inspection.
- (b) If the property is legally owned by a third party we agree to make contact with that owner or their representative to organise access to the property to undertake our inspection. It is agreed that our access to the property is dependent on and subject to the approval of the legal owner. As per our letter of engagement, if access to the property is restricted we will notify you of this as soon as possible.
- (c) Sometimes there are occasions where access to various areas of the property is restricted or prevented by the legal owner, such as a locked floor space. If, when undertaking our inspection, there are areas of the property where access is restricted for these reasons we will notify you of this and record this in our report. Accordingly, the scope of our report will not include these areas where access has been prevented or restricted by the legal owner.
- (d) If, following the initial inspection, access to these restricted area(s) has been subsequently allowed by the legal owner we agree, if requested by you, to undertake a re-inspection of the property focusing on these areas. Each re-inspection will incur a re-inspection fee of \$120.00 plus GST.

7. **CONFIDENTIAL REPORT**

- (a) You acknowledge and agree that the director(s) and employee(s) of Inspect House NZ shall not be held liable to you.
- (b) This is solely limited to the building report and excludes the methamphetamine testing.
- (c) The contents of our report are personal to you and may not be relied upon by any third party or other person/s.
- (d) You agree to maintain the confidentiality of the report and agree not to disclose any part of it to any other person.
- (e) You may distribute copies of the inspection report to the Vendor and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the report. We do not in any way intend to benefit the Vendor or the real estate agent/s directly or indirectly through our report.



- (f) You agree to indemnify, defend and hold us harmless from any third party claims arising out of any distribution and reliance of our report.

8. **LIMITATIONS AND CONDITIONS ON THE NON-INVASIVE RESIDENTIAL BUILDING INSPECTION REPORT**

- (a) The report is a reasonable attempt by us to identify any Significant Fault or Defect visible at the time of the inspection to provide you with an informed visual inspection of areas in the building that are potential of risk. The report will also identify and note for your consideration any Minor Fault or Defect.
- (b) Significant Fault or Defect will be identified and addressed in the report. However we will only alert you to the area, a specialist will be required to conduct any further testing and/or remedial work. We are not liable for any invasive testing that occurs as a result of our identification of a Significant Fault or Defect.
- (c) Subject to any statutory provisions, if we become 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, our liability shall be limited to a sum not exceeding the cost of the Inspection and report.

9. **LIMITATIONS AND CONDITIONS ON THE NON-INVASIVE RESIDENTIAL BUILDING INSPECTION**

- (a) The inspection and report are only intended to be used as a general guide to help you make your own evaluation of the premises. The inspection and report are to be conducted for the purpose of providing information. The report is not a reflection of the value of the premises, nor does it make any representation as to the advisability of purchase.
- (b) The report is only an expression of our opinion based upon the visual observation of the areas of the premises with Reasonable Access provided for the inspection.
- (c) The Inspection and report are not intended to be used as an exhaustive report. It is not to imply that every component was inspected, or that every possible defect of the premises was discovered.
- (d) We will not disassemble any equipment, nor will we be performing an intrusive or destructive inspection, inclusive of moving of furniture, appliances or stored items, or excavation.
- (e) Any and all components and conditions which by the nature of their location are concealed, deliberately hidden, camouflaged or difficult to inspect are excluded from the report.
- (f) Any suggestions or recommendations contained in the report are suggestion only and it shall be the responsibility of the person or persons carrying out the work to ensure the most appropriate remedy is carried out in conjunction with any further discoveries, warranty's or manufacturers recommendation and



warranty's, and any necessary local authority consents obtained prior to proceeding with remedial work.

- (g) Inspections of any Electrical systems, water reticulation or plumbing, air conditioning system, dishwashers, stoves, hobs, heating systems, aerials, swimming pools or spas of the premises are outside of the scope of our inspection and report. Our Inspector/s will, however, conduct a brief inspection of the hot water system, the plumbing system, the electrical system (including testing the accessible power points and lights in each room).

**Note:** Our Inspector/s are not a qualified plumber/s, electrician/s or gas fitter/s.

- (h) Should a verbal report be conducted we are not liable to you or any third party present as the report provided will be based off a visual inspection of the areas where reasonable access is provided, at the time of the inspection.
- (i) Matters which are not within the scope of the Inspection outlined in the Standards include, but are not limited to:
  - (i) The existence of formaldehyde, lead paint, asbestos, toxic or flammable materials, pest infestation and other health or environmental hazards.
  - (ii) The condition of playground equipment.
  - (iii) The efficiency measurement of insulation or heating and cooling equipment.
  - (iv) Any internal or underground drainage or plumbing.
  - (v) Any systems which are shut down or otherwise secured.
  - (vi) Water wells (water quality and quantity).
  - (vii) Zoning ordinances.
  - (viii) Cosmetics or building code conformity.
  - (ix) Intercoms, security systems, fire detection systems, heat sensors (any general comments about these systems and conditions are informational only and do not represent an inspection or form part of the report).
- (j) The Inspection and report should not be construed as a compliance inspection of any building, legal or territory 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 it's integrity, its systems, or their component parts. The report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected 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.
- (k) You accept that the Inspector will not detect some faults due to the following:
  - (i) The fault only occurs intermittently.
  - (ii) 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).





- (iii) The type of weather that would normally reveal the fault is not prevailing at, or around, the time of the inspection.
- (iv) The fault has been deliberately concealed.
- (v) Furnishings are obscuring the fault.
- (vi) We have been given incorrect information by you, the vendor (if any), the real estate consultant, or any other person.
- (vii) The fault is/was not apparent on a visual inspection.

10.

### **DISPUTES**

- (a) Any dispute that arises as a result of the inspection or report provided is to be submitted to us in writing immediately.
- (b) You agree that upon raising a dispute of any form the contents of the report provided by us is not to be used to satisfy any terms of a sale and purchase agreement until the dispute has been resolved in all respects.
- (c) You agree that if, after raising a dispute, you chose to use the report to proceed with the transaction, that you acknowledge your dispute is null in void and that you waive any claim against us indefinitely in relation to this report.
- (d) In the event of a claim/dispute regarding damage to a home, you will allow us to investigate the claim prior to any repairs to the home be undertaken or completed. You agree that if you do not allow us to investigate the claims of damage before any repairs are carried out that you waive your rights to continue with and/or make any future claim against us.
- (e) In the event of any dispute, you agree not to disturb, repair, or attempt to repair anything that may constitute evidence relating to the dispute, except in the case of an emergency.

11.

### **TERMS OF TRADE**

- (a) In consideration for us providing you with the Inspection and report, you agree to the following:
  - (i) Payment is due upon completion of the report. Accounts which are not paid by the due date shall incur a late payment interest charge of 15% of the total amount owing for each calendar month in which the account is overdue, together with all debt collection costs.
  - (ii) You will be responsible for any reasonable debt collection costs that we incur in recovering the outstanding amount.
  - (iii) All work in progress will be billed monthly, with a final invoice issued on completion.
  - (iii) If a quotation is given for the Inspection/report, any expenses incurred in addition to the quote, will be on the basis of cost to us, plus 15%. If, after a subsequent quotation/estimate, any additional work is found to be



required you will be contacted for your approval before any further work is completed.

- (b) We have no responsibility or liability for any cost, loss or damage arising from:
  - (i) Any errors or omissions from information, data or documents not prepared by us, our employees, or other persons under the direct control of us.
  - (ii) Any act or omission, lack of performance, negligent or fraudulent act by you.
  - (iii) Any act or omission, lack of performance, negligence or fraud by any consultant, contractor or supplier to you, or any of your employees or agents.
- (c) Where the content of any report is relied upon for industry research or evaluation purposes, such research or evaluation shall not include any data that may allow for the identification of any property or any personal information included in the report in any way.
- (d) You shall pay all costs and expenses (including legal costs on a solicitor/Client basis) resulting from any breach of these terms of trade by you or the enforcement by us of these terms of trade.
- (e) The parties agree that this document and all of its contents are governed by the legislation of New Zealand at all times.

## 12. **CANCELLATION FEE**

- (i) If you cancel the inspection you agree, that in consideration for us arranging a time for the inspection to be conducted, that you will pay us a cancellation fee equal to the full cost of the inspection and report, provided however that if we have received forty eight hours' (two full working days) written notice of cancellation only an administration fee of \$50 will be payable and you will be refunded.



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