



BuySAFE Home Inspections Ltd

Pre-Purchase Visual Assessment Terms and Conditions Contract

Terms of Trade

The customer agrees that:

1. The customer is liable for the full cost of the inspection and will make payment in full on or before the day in which the inspection is carried out; and
2. The terms set out in this document apply to the services and any report provided by Buysafe Home Inspections Limited.

Payment Terms

If full payment is not made to Buysafe Home Inspections Limited on or before the day the inspection is carried out, Buysafe Home Inspections may (without affecting any other rights it may have) require the customer to pay default interest at a rate of 2% per month commencing from the due date shown on the invoice. The customer will be liable to pay all expenses and costs (including legal costs on a solicitor-client basis) in connection with Buysafe Home Inspections Limited recovering, or attempting to recover, any overdue amount.

Purpose

Buysafe Home Inspections Limited agrees to perform a non-invasive, visual assessment and offer an opinion as to the general condition of various components of the building, as further described in the scope and limitations section below.

Scope

Our report will include findings based on a visual, above ground and non-invasive inspection of the areas of the building which are readily accessible at the time of the inspection.

Inaccessible areas which will not be inspected include areas:

- (a) Which are below ground or concealed or closed in behind finished surfaces, walls, floors or ceilings; or
- (b) Which require the moving /relocation of anything which impedes access or limits visibility, including, without limitation, floor coverings, furniture, appliances, personal property, vehicles or vegetation; or
- (c) Any other areas where reasonable access is not available. The New Zealand Standard NZS4306-2005 provides guidance on reasonable access. Reasonable access is defined as areas where safe unobstructed access is provided and the minimum clearances specified in the table below are available, or where these clearances are not available, areas within the inspector's unobstructed line of sight:

Area	Access Manhole (mm)	Crawl Space (mm)	Height
Roof Space	450 x 400	600 x 600	Accessible from a 3.6m ladder *
Subfloor	500 x 400	Vertical clearance: Timber floor 400mm** Concrete floor 500mm	
Roof Exterior			Accessible from a 3.6m ladder *

* Or such other means of access that meet OSH requirements

** From underside of bearer

Therefore, our inspection will not identify any potential defects that are hidden or inaccessible and excludes the structure, wiring, plumbing, ducting, gas, insulation, ventilation and roofing.

We will not conduct invasive or destructive inspections (i.e. nothing will be dismantled during the inspection), and health safety and other considerations (such as where damage may be caused by the inspector's activities) may also restrict or limit the scope of the inspection.

Buysafe Home Inspections Limited does not test appliances, therefore we are unable to report whether any such items are free from defect, and no determination of their efficiency will be made.

The following are also specifically excluded from our inspection:

- (a) Chattels
- (b) Pests, termites and insects of any kind
- (c) Asbestos, lead, mould, fungi, formaldehyde
- (d) Soil conditions
- (e) Water filtrations systems
- (f) Air-conditioning systems, heating (including solar heating) systems
- (g) Footings
- (h) Electrical compliance and safety
- (i) Concealed damp-proof membranes
- (j) Drainage, septic systems or wells
- (k) Swimming pools, spa pools, sauna's and associated equipment
- (l) The operation of fireplaces and chimneys
- (m) Intercom systems
- (n) Floor coverings
- (o) Appliances including but not limited to dishwashers, waste disposal units, ovens, ducted vacuum systems, HRV/DVS systems
- (p) Structural stability, other than pipe instability
- (q) Hazards
- (r) Hot water cylinders, infinity/gas units
- (s) Sky satellite
- (t) Window treatments
- (u) and other areas/issues beyond the scope of general visual building inspections.

LIMITATIONS OF INSPECTION / REPORT

Please note that our inspection / report is a guide only and is representative of the inspector's opinion of the observable conditions on the day and time of the inspection. We note the reporting of any significant fault or defect is on an exceptional basis, rather than reporting on items which are in acceptable condition for their age.

The inspection will be conducted under the climatic conditions prevailing at the time of the inspection, which can affect the accuracy or content of the information contained in our report. For example:

- Non-invasive moisture readings are taken from around windows and external doors only and the accuracy of those readings may be affected by the weather conditions at the time i.e. long dry spells will affect the level of moisture present; and
- Whether or not building components have been used for some time prior to an inspection being carried out may also affect the detection of leaks and other defects. For example, in the case of shower enclosures, the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak.

Whilst we are able to provide comments on visible aspects of the building at the time of the inspection (except those aspects which are excluded), we cannot comment on past or future events that do not occur during our inspection. There may be some historical evidence present that we need to make assumptions for and these areas of the property will be stated in the report. However, future performance, or predicting future performance of the components and elements of the building, is outside the scope of our inspection.

The customer also acknowledges that some defects may not be identified because:

- (a) The defect occurs intermittently;
- (b) The defect has been deliberately concealed; or
- (c) The inspector has been given incorrect information by the customer or a third party.

Any opinions provided by Buysafe Home Inspections Limited are for information purposes only and may differ from the opinions of others.

Our report will not and does not constitute a guarantee, warrant or insurance policy. Our report is not a guarantee against moisture ingress or structural failure. If any potential defect is identified, or a recommendation is made, it may be followed up at the election of the customer with further invasive or non-invasive investigations.

Our building inspector is a generalist, not a specialist, and may refer the customer to specialists for further investigations. On request, specialist inspections can be arranged for weather-tightness, structure or any systems including electrical, plumbing, gas or heating. We note that some of these inspections may be subject to the building owner's consent.

Furthermore, any recommendations contained in the report are suggestions only and it shall be the responsibility of the person carrying out any works to ensure the most appropriate remedy is adopted in conjunction with any further discoveries, warranties, manufacturer's recommendations and local authority consents. In addition to this, it is the responsibility of the customer to ensure that appropriate qualified tradespeople/professionals are engaged to carry out any remedial work required.

Photos supplied may be indicative of multiple occurrences and should not be viewed in isolation. If you have any questions after reading the scope of our inspection or the report please contact us and we will be happy to discuss any items with you.

Confidentiality

The customer agrees to maintain the contents of the inspection report as confidential and not to disclose any part of it to any other person, except where required to provide a copy to a vendor in accordance with clause 9.3 of the ADLS Agreement for Sale and Purchase of Real Estate. However, neither the vendor nor any third parties are entitled to use or rely upon the report. The customer agrees to indemnify, defend and hold Buysafe Home Inspections Limited harmless from any third party claims arising out of the unauthorised distribution or use of the report.

Claims & Disputes

Should any claim or dispute arise as a result of the inspection or the report, it must be notified to Buysafe Home Inspections Limited in writing within 10 working days of the date of the report. In the event the customer nonetheless enters into an unconditional sale and purchase agreement or makes an existing agreement unconditional prior to resolution of the dispute, the customer shall be deemed to have waived the customer's right to continue with and/or make any future claim against Buysafe Home Inspections Limited or its agents. If a claim or dispute is not notified within 10 working days of the report, then the customer shall be deemed to have accepted the report.

Exclusions

1. Exclusion of Warranties
Buysafe Home Inspections Limited makes no warranty or representation concerning the completeness, accuracy or reliability of the information or opinions expressed or implied in the report. To the fullest extent permitted by law, any such warranties or representations are expressly excluded.
2. Liability Excluded
 - (a) Buysafe Home Inspections Limited shall not be liable, and its employees or contractors shall not be liable, to any customer, the customer's agents or any other person for any direct, indirect, incidental or consequential damage or loss of any nature howsoever caused (whether based in tort (including negligence), contract or otherwise) including, but not limited to, loss of profit, loss of sales opportunity, damage to equipment or property (including any costs or loss relating to any invasive inspection) or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance or non-performance of Buysafe Home Inspections Limited's services or other obligations arising from or relating to its inspection or the report.
 - (b) Without limiting paragraph (a), insofar as Buysafe Home Inspections Limited may be found liable to any customer or any other person in connection with the report, for any loss, damage or injury arising directly or indirectly from any cause, the liability of Buysafe Home Inspections Limited for all claims made shall, in all cases, be limited to the price paid by the customer for the report.

3. Indemnity

The customer shall at all times indemnify Buysafe Home Inspections Limited in respect of all actions, proceedings, damages, costs, claims, demands, payments, losses or expenses, special or consequential (including legal expenses on a solicitor and client basis), which may be paid, incurred or suffered by Buysafe Home Inspections Limited as a direct or indirect result of the customer's unauthorised disclosure of the report, or the reliance or attempt to rely on the report by any other party, or any claims made against Buysafe Home Inspections Limited (whether by the customer or a third party) for damages or other relief excluded or disclaimed by these Terms and Conditions or by law.

Agreement

Please contact us if you have any questions or concerns relating to any matters outlined in these Terms and Conditions. Your payment of our inspection fee, or requesting / arranging the inspection itself, will be taken as acceptance of these terms. If you decide that you do not want Buysafe Home Inspections Limited to conduct an inspection, please inform us promptly in writing.

BuySafe Home Inspections Ltd

A handwritten signature in black ink, appearing to read "John Naisbett", written in a cursive style.

John Naisbett (as Director)

CONFIDENTIAL