



Buysafe Home Inspections Ltd

Pre-Purchase Inspection Terms and Conditions Contract

Terms of Trade

The Client acknowledges that they are liable for the full cost of the Inspection and agree to make payment in full on the day in which the inspection is carried out.

Purpose and Scope

The purpose of the inspection is to identify significant faults or defects and provide general comments as to the condition of various components of the building visible at the time of the inspection. Our report will include findings based on a visual inspection only and 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 strictly non-invasive consisting of the building elements which could be seen easily, and is limited to accessible areas only. Inaccessible areas include, but are not limited to any item that is closed in or concealed (which could include flooring, framing) or which requires the moving of anything impeding access or limiting visibility such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or below soil. Also any areas with potential health or safety hazards, areas considered too small and areas where potential damage may result from the inspector's activities. Also excluded from the inspection was an assessment of roofing, drainage, plumbing, electrical, gas, heating, ventilation and the level of insulation and ventilation.

The Client agrees to assume all the risk, for any condition or problems that may be concealed at the time of the inspection. Nothing will be dismantled during the inspection, and there will be no destructive testing performed. We do not test appliances, therefore we are unable to report any such items are free from defect and no determination of their efficiency will be made. Please note that this inspection has been conducted at a particular time of day and under those climatic conditions. Whilst we have taken every care to comment on all aspects of the dwelling, we cannot comment on past or future events that do not occur during our inspection. There may be some historical evidence present that we have had to make assumptions for and these areas of the property will be stated in the report. Any recommendations contained in the report are suggestion only and it shall be the responsibility of the person carrying out any works to ensure the most appropriate remedy is carried out in conjunction with any further discoveries, warranty's, manufacturers recommendations and local authority consents. In addition to this, it is the responsibility of the Client to ensure that appropriate qualified tradespeople/professionals are engaged to carry out any remedial work done.

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

What Is Not Covered In The Inspection

The following are 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) Whether or not services have been used for sometime prior to an inspection being carried out may 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.
- v) and other areas/issues beyond the scope of general visual building inspections.

Reasonable Access

As defined by NZS4306-2005, reasonable access is 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. Note: it will be clearly stated if no access was available, or access to limited areas only was available at the time the inspection was carried out.

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: 400** Concrete floor: 500	
Roof exterior			Accessible from a 3.6m ladder*

*Or such other means of access that meet OSH requirements

** From underside of bearer



Disclaimer

Our report will contain a disclaimer which re-iterates that the purpose and scope of our inspection is to provide you with a better understanding of the property's condition as observed at the time of the inspection. The inspector is limited by this inspection agreement and cannot be expected to find or discover all defects in the building.

Our inspection may indicate that some reported items may require a specialist, such as a licensed electrician or plumber or other licensed person is needed to determine or repair deficiencies. We only inspect, we do not repair any items reported.

The inspection report is an opinion, and may be different than yours. We are not a home warranty company. This inspection is to reduce the risk of finding a potential problem, not to eliminate them.

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 pre-purchase report. To the fullest extent permitted by law any such warranties or representations is expressly excluded.

Disputes and Limitation on Liability

The Client understands and agrees that any claim against the accuracy of the report, in the form of errors or omissions, will be notified in written form to Buysafe Homes Limited within ten working days of discovery. The Client further agrees that with the exception of emergency conditions, no repairs, replacements or alterations of the claimed discrepancy shall be made before we can re-inspect the said item(s)/area(s). The Client understands and agrees that any failure to notify us as stated above shall constitute a waiver of any and all claims. Further, any claims connected with the completion of the Inspection and/or report, our liability shall be limited to a sum that does not exceed the cost of the Inspection. We will not be liable to you for any consequential loss of whatever nature suffered by you or any other person. The content of the report is confidential intended solely for the customer and shall not be distributed to or relied upon by any third parties without our prior written consent. Any person, other than the Client to whom the report is addressed, who relies upon this report or the matters contained in it, does so at the risk of that person. We accept no responsibility for anything done or not done by any third party in reliance, whether wholly or partially, on any of the contents of the report.

Payment Terms

As mentioned above under "terms of trade", payment is due on the day in which the inspection is carried out. In the event we need to recover the debt, the amount payable will include any legal and/or collection expenses that may be incurred in the recovery. Interest will be charged at a rate of 2% per week commencing from the due date shown on the invoice and will be calculated on the total amount due including any legal/collection expenses incurred.



Agreement

Please contact us if you have any questions or concerns relating to any matters outlined in our Terms and Conditions outlined above. Your continuing communication on this matter will be taken as acceptance of these terms. If you conclude that you do not want our company to act on your behalf please inform us promptly.

John Naisbett
Licensed Building Practitioner

Buysafe Home Inspections Ltd
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