

The House Inspection Company Tauranga Limited

Terms and Conditions

1 The service THIC is providing

- 1.1 The House Inspection Company Tauranga Limited ('THIC') will provide the customer ('you') with a pre-purchase or pre-sale visual inspection of the property ('the Inspection'). After undertaking a visual inspection a written report will be provided to you ('the Report').
- 1.2 The purpose of the Inspection and the Report is to establish if the property suffers from any Significant Fault or Defect which is reasonably identifiable at the time of the Inspection from a visual inspection. A Significant Fault or Defect is a matter which requires substantial or urgent repairs.
- 1.3 The specific aspects of the property that will be included in the Inspection and the Report will relate exclusively to the main dwelling on the property unless THIC agrees in writing to include other buildings, and cover the following items:
- a foundations, exterior, roof, leaks, roof cavity, obvious electrical and plumbing faults.
- 1.4 Items listed in clause 3.2 are excluded from the Inspection and Report.
- 1.5 Any commentary in the Report on the nature or likely cost of repair or remediation work is a guide only, is not sufficient to instruct a contractor, and should not be relied on as a quote.

2 Access and safety requirements

- 2.1 You must provide sufficient access to THIC to complete the Inspection. THIC is the sole and final arbiter of the minimum access required in respect of property and as a guide the usual minimum access requirements are as follows:

Area	Access manhole	Crawl space	Height
Roof space	450mm x 400mm	600mm x 600mm	Accessible from a 3.6m ladder
Subfloor		Vertical clearance Timber floor:400mm Concrete floor:500mm	
Roof exterior			Accessible from a 3.6m ladder

- 2.2 With multi-unit properties THIC will only inspect the interior and readily accessible parts of the exterior.
- 2.3 You must advise THIC of any significant or unusual hazards with the property being inspected. Should you or the THIC inspector determine that insufficient access is available or it is unsafe to inspect any area then the THIC inspector will advise you of this and the unsafe and inaccessible aspects of the property will not be included in the Inspection or in the Report.
- 2.4 THIC will outline in the Report any areas not inspected due to access or safety restrictions.

3 What is not covered by The Inspection and The Report

- 3.1 You agree that THIC has no liability to you or to any other person for matters which the Inspection and the Report do not cover.
- 3.2 The Inspection and the Report do not cover:
- a Areas which could not be accessed or inspected due to access or safety restrictions as outlined in clause 2;

- b Legal and planning matters such as:
 - i. Legal title;
 - ii. Building warrant of fitness and services described on a compliance schedule;
 - iii. Planning, resource consent issues;
 - iv. Building consent and compliance inspection or certification issues;
 - v. Long term maintenance planning;
 - vi. Rental property tenancy inspections;
 - vii. Heritage obligations;
 - viii. Compliance with body corporate rules, the terms of a memorandum of cross lease or a company title occupation agreement;
 - ix. Disclosure and other requirements under the Unit Titles Act 2010; and
 - x. Review or verification of information contained in any Territorial Authority records including any Land or Project Information Memorandum;
 - xi. Confirmation that buildings or other improvements to the property lie within its legal boundaries, height, day-lighting, and other regulatory limits.
- c Structural faults which are not visible or readily discernible by visual inspection;
- d The inspection of any item that is closed in or concealed and/or is not readily capable of visual inspection – we don't touch or shift vendors'/tenants' belongings.
- e Given THIC's restriction to visual matters, it shall not be responsible for failure to find/detect matters such as:
 - i. The incidence of either dry or wet rot not apparent by visual inspection;
 - ii. Water ingress or leaks unless clearly visible;
 - iii. The integrity and proper operation/functioning of electrical, plumbing and drainage systems;
 - iv. Repairs carried out which appear on visual inspection to have been done in a tradesmen like manner but which are not in fact up to a reasonable or required standard;
 - v. Any fault or defect that was not apparent on the day of inspection (e.g. due to prevailing weather conditions).
- f Latent defects which appear or manifest after the Inspection;
- g Any matter which requires invasive testing;
- h Any matters or items which require a specialist assessment, such as geotechnical, structural, electrical, audio-visual, plumbing, gas fitting, home heating, lifts, septic tank systems, central vacuum systems and swimming/spa pools;
- i Soil stability or condition or location of any underground plumbing, electrical, gas, data or other services; and
- j Testing of household appliances;
- k General maintenance, cosmetic, or other non-substantial issues including (but not limited to) chips, cracks, sunlight damage, carpet wear/marks, other general wear and tear and any on-going maintenance requirements.

4 Use of The Report

- 4.1 The Report and (any associated materials) has been commissioned by you and has been prepared exclusively for your personal use. As such, this Report (and any associated materials) may not be relied upon by any other person ('Third Party').
- 4.2 Unless THIC expressly agrees otherwise in writing, THIC shall not be liable to any Third Party for any claim made directly or indirectly in relation to the Inspection or the Report.

5 Limitation of THIC's liability

- 5.1 In order for THIC to provide a cost effective service to you and its other customers, you (which includes your directors, trustees, beneficiaries, agents and employees) agree that THIC's (including its agents, employees, directors and contractors) liability to you excludes any of the matters set out in paragraph 3 above and in every other case THIC's liability is limited to the cost paid by you for The Inspection and The Report.

6 Terms of trade

- 6.1 Payment is due at the time of the inspection unless otherwise agreed.
- 6.2 In the event of non-payment THIC is entitled to:
- a 3% interest per month, compounding on the first of each month;
 - b All costs of collection on an indemnity basis whether proceedings are issued or not.