

TERMS & CONDITIONS

Terms and conditions applicable to inspection reports prepared by

Landspectors

These terms and conditions apply to the inspection undertaken by Landspectors and the Inspection Report to which these terms and conditions apply.

Purpose Of Inspection And Scope

The inspection report prepared by Landspectors to which these terms and conditions apply ("Inspection Report") is prepared for the client to whom the Inspection Report is addressed ("Client"), and is based on an above-ground visual non-invasive inspection of the land and attached structures to which the Inspection Report relates. The Inspection Report has been prepared to provide general comments on the condition of the components of the land at the time of the inspection only. The Inspection Report and the inspection are subject to any express instructions received from the Client. The Inspection Report is not a specific structural survey, engineer's report, or seismic standard status report. If the Client requires a structural survey, engineer's report, or other inspection from a third party specialist, Landspectors can assist with arranging such specialist third party inspection upon request.

As the purpose of an inspection is to assess the general condition of the land based on a limited visual inspection described below, the inspection may not identify all past, present or future defects. Descriptions in this Inspection Report of systems or structures relate to the existence of such systems or structures only and not the adequacy or life expectancy of such systems or structures. Any area or component of the land or any item or system not specifically identified in this report as having been inspected was not included in the scope of the inspection.

The Client accepts that Landspectors will not detect some faults because the fault only occurs intermittently; the type of weather that would normally reveal the fault is not prevailing at, or around, the time of the inspection; the fault has been deliberately concealed; structures are obscuring the fault (see below); Landspectors has been given incorrect information by the Client, the vendor (if any), the real estate consultant, or any other person; and/or the fault is/was not apparent on a visual inspection.

Visual Inspection

While all care and effort is taken to discover and record irregularities and defects in the land at the time of the inspection, Inspection Reports are based on a visual above-ground non-invasive inspection only. Due to the size, complexity and hidden nature of construction, irregularities and defects may not always be visible at the time of the inspection. Landspectors accept no responsibility or liability for any omission in the inspection or the Inspection Report related to defects or irregularities which are not reasonably visible at the time of the inspection or which relate to components of the building which are below ground. The Client accepts that the visual

inspection is limited to those areas of the land which are reasonably and safely accessible at the time of the inspection. The inspection did not include any areas or components which were concealed or closed in behind finished surfaces (such as plumbing, heating, framing, ventilation, insulation or wiring) or which required the moving of anything which impeded access or limited visibility (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil). Landspectors did not move occupier-owned items for the purpose of undertaking the inspection. Landspectors are not responsible and the inspection will not cover any part of the land or property to which access is not reasonably and safely available to carry out a visual inspection. This may include subfloor areas, clifftop areas, and services reticulation. High, constricted or dangerous areas cannot be inspected if in conflict with Occupational Safety and Health regulations.

Compliance With Statute Regulations, Territorial Or Other Relevant Authorities

Unless otherwise stated, Landspectors have not and will not make any inquiries or undertake any inspections of any third party, territorial or other relevant authority records in respect of the land. The Inspection Report does not replace and is not intended to replace a council issued Land Information Memorandum or Council file search. Landspectors recommends a Land Information Memorandum report is obtained and Council file search conducted. If the Inspection Report contains any information obtained from the Council, then such information is only as accurate as the Council information on which such information is based. Landspectors accept no responsibility for any error or omission in such information as a result of inaccurate Council records.

Landspectors makes no representation that the land and attached structures complies with the requirements of any legislation (including any act, regulations, by-laws, etc), including but not limited to, the Building Act 2004, Health and Safety in Employment Act 1992, Fire Safety and Evacuation of Buildings Regulations 2006 or the Disabled Persons Community Welfare Act 1975. The Inspection Report is not a site or environmental report and Landspectors makes no representation as to the existence of or absence of any "contaminant" (as that term is defined in the Resource Management Act) or any "hazard" (as that term is defined in the Health and Safety in Employment Act) in the building or property.

Title And Boundaries

Landspectors have not undertaken a search of the title to the property, or a survey of the property and assumes no responsibility in connection with such matters. Unless otherwise stated it is assumed that all improvements lie within the title boundaries.

Not A Guarantee Or Warranty

Landspectors do not guarantee or warrant the work of any contractor or service, or the integrity of any product, appliance or fixture, natural or processed or any building system or cladding system applied. The Inspection Reports is not a guarantee or warranty as to the state of the building.

Publication And Use

Neither the whole nor any part of this Inspection Report or any other report (whether verbal or written) or any reference to this Inspection Report or any such other report may be: included in any published document, circular or statement, whether hardcopy or electronic; transferred to any person other than the Client; or distributed or sold, in each case without first obtaining the written approval of Landspectors. The Inspection Report is not to be used in any litigation except with the prior written approval of Landspectors.

Landspectors Responsibility

Landspectors accept no liability in relation to the inspection or this Inspection Report to any person other than the Client. Landspectors will not be held responsible for any damage to the land when not directly the fault of Landspectors.

Disputes

Should any dispute arise as a result of the inspection or Inspection Report, it must be submitted to Landspectors in writing immediately. The Client agrees that in the event of a dispute, the contents of the Inspection Report may not be used to satisfy any terms of a sale and purchase agreement until the disagreement/dispute has been resolved. The Client agrees that if, after raising a dispute, the Client uses the inspection or Inspection Report to make an unconditional offer or confirm a sale and purchase agreement, the Client shall be deemed to have waived all rights to continue with the dispute, and/or raise any future dispute or claim against Landspectors. In the event of a claim/dispute regarding damage to a property, the Client will allow Landspectors to investigate the claim prior to any repairs to the home being undertaken or completed. The Client agrees that if it does not allow Landspectors to investigate the claims of damage before any repairs are carried out the Client shall be deemed to have waived its rights to continue with and/or make any future claim against Landspectors. In the event of any dispute, the Client agrees not to disturb, repair, or attempt to repair anything that may constitute evidence relating to the dispute, except in the case of an emergency.

Limitation of Liability

Directors and Employees of Landspectors shall not be held liable to the Client. Subject to any statutory provisions, if Landspectors becomes liable to the Client, for any reason, for any loss, damage, harm or injury in any way connected with the completion of the inspection and/or the Inspection Report, Landspectors liability shall be limited to a sum not exceeding the cost of the inspection and the Inspection Report. Landspectors will not be liable to the Client for any consequential or special loss of whatever nature suffered by the Client or any other person injured and the Client indemnifies Landspectors in respect of any claims concerning any such loss.

General

Nothing contained in these terms and conditions shall be deemed to exclude or restrict any rights or remedies that the Client may have under the Fair Trading act 1986 or the Consumer Guarantees Act 1993 or at law. If any provision in these terms and conditions is illegal, invalid or unenforceable, such provision shall be deemed to be excluded or read down to the extent necessary to make the provision legal, valid or enforceable, and the remaining provisions shall not be affected.

24 hour Cancellation Policy

Landspectors require at least 24 hours notice for cancellation of a booking. A \$150+GST cancellation fee will be incurred with less than 24 hours notice of cancellation.