

**Please read, Thankyou.**  
**Terms and Conditions**  
IBIS 2000 Ltd Inspection Report

**1.0 Purpose of Report**

1.1 IBIS 2000 Ltd ("IBIS") agrees to prepare a report ("the Report") for the person who has requested the report ("the Customer") based on the findings of a visual inspection of the building inspected ("the building") performed by IBIS. In the report, **IBIS will provide general comments on the condition of the building as at the time of inspection.**

**2.0 Visual Inspection Only Disclaimer**

2.1 This is a report of a visual only, non-invasive inspection of the areas of the building which were readily visible at the time of inspection. The inspection did not include any areas or components which were concealed or closed in behind finished surfaces (such as plumbing, drainage, 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).

2.2 As the purpose of the inspection was to assess the general condition of the building based on the limited visual inspection described in 2.1, this report may not identify all past, present or future defects. Descriptions in this report of systems or appliances relate to existence only and not adequacy or life expectancy. Any area or component of the building or any item or system not specifically identified in this report as having been inspected was excluded from the scope of the inspection.

**3.0 Concealed and Latent Defects**

3.1 **IBIS will not assess, and is not liable for, loss arising from defects concealed** by walls or linings, or within areas of the building that cannot be accessed due to the lack of inspection hatches.

3.2 **IBIS will not assess, and is not liable for, loss arising from latent defects** in the building or in fixtures or fittings attached to the building; the soundness of the structure of the building; or the presence of any rot, borer, other pest infestation, or any other hidden defects.

**4.0 Asbestos / Chemicals**

IBIS will not assess the presence of asbestos or the presence of and or use of or manufacture of any chemical substances (e.g. Drugs) in the building/property..

**5.0 Water Damage**

IBIS does not agree to use a water meter to inspect the building unless specifically requested to do so by the Customer. Where IBIS uses a water meter in inspecting the building, it will use only a non-invasive water meter. **IBIS will not assess and is not liable for, loss arising from lack of wall/cladding cavities** in the building or for loss arising from use of a cladding cavity system in the building.

**6.0 Structure, Electrical Wiring, Appliances and Plumbing**

**IBIS will not assess and is not liable for, defects relating to** the structure, electrical wiring, plumbing, gas piping and fitting, or home heating of the premises as our consultants are not qualified to assess such facilities. IBIS can arrange for these areas to be inspected by an appropriately qualified expert at the Customer's request, and at the Customer's expense.

**7.0 Compliance with Legislation and Building Standards**

7.1 IBIS will not assess and is not liable for loss arising from non-compliance with the NZ Building Code including the Code's weathertightness requirements, or structural aspects. On request, specialist inspections can be arranged of weathertightness or structure or of any systems including electrical, plumbing, gas or heating.

7.2 Nothing in the Report is to be construed as support by IBIS for the use of any non-approved appliances (including swimming pools and spas). IBIS recommends that any such non-approved

appliance be removed or replaced with an approved appliance, and that all required consents be obtained before installation.

**8.0 Use of the Report**

8.1 **The Report is prepared for private and confidential use only by the Customer.**

8.2 The Report may not be copied, reproduced or passed on, in whole or in part, in any form whatsoever unless specifically authorised in writing by IBIS. Where IBIS prepares the Report for a Vendor selling the building, the Vendor may give a copy of the Report to any prospective purchaser of the building. The format and the content of the report remains the property of I B I S 2000 Ltd.

8.3 **The Report may not be used or relied upon by any person other than the Customer unless specifically authorised in writing by IBIS.**

8.4 IBIS is not liable for any reliance placed on the Report, or any direct, indirect or consequential loss suffered by any person other than the Customer.

**9.0 Consumer Guarantees Act 1993**

**Nothing in these terms shall be deemed to exclude or restrict any rights or remedies the Customer may have under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 unless the Customer intends to use the Report in whole or in part for business purposes.**

**10.0 Limitation of Liability**

10.1 Subject to clause 9, where permitted by law:

- (a) If the Customer intends to use the Report in whole or in part for business purposes, the guarantees under the Consumer Guarantees Act 1993 do not apply;
- (b) IBIS, its employees and agents exclude all statutory and common law conditions, guarantees and warranties; will not be bound by any representations made unless they are in writing; and will not be liable to the Customer for any claim for breach of Statute or breach of duty in Tort (including negligence) or for any claim in Equity or otherwise at law for any losses or damages whether general, exemplary, punitive, direct, indirect or consequential in respect of the services provided under this agreement except where it is due to the gross negligence or wilful default of IBIS, its employees or agents; and
- (c) the Customer's sole remedy against IBIS will be limited to breach of contract and IBIS's sole and total liability for any such claim shall be limited to the amount of the Report fee in relation to the services provided.

**11.0 Payment**

11.1 The Customer will pay all sums due to IBIS in full without deduction of any nature whether by way of set off (legal, equitable or otherwise), counterclaim, or otherwise within 10 working days of delivery of the Report ("the due date").

11.2 If the Customer fails to make payment by the due date, then IBIS may, in addition to any other remedy, charge penalty interest on the amount not paid at a rate 2.5% per month.

11.3 The Customer will pay all costs and disbursements (including debt collection agency costs and legal costs on a solicitor-client basis) incurred by IBIS in recovering or attempting to recover any amounts outstanding under this agreement.

I have read and agree to the above terms and conditions.

Customer(s) Signature: \_\_\_\_\_

Customer(s) Name: \_\_\_\_\_

Date: \_\_\_\_\_