

# Your Building Inspection Report

CONFIDENTIAL REPORT FOR  
Liston Dsouza  
ID 139463  
Wednesday, November 20, 2024



I would like to take this opportunity to thank you for choosing Betta Inspect It as your building inspector.

Our commitment to providing unbiased, independent property inspections is something we take great pride in. As New Zealand's largest property inspection company, your report has been completed by a local inspector, who is part of our nationwide team. We have completed in excess of 75,000 inspections across the country, which is why we can say that our team has the experience and confidence to be able to provide you with the best possible service in our industry. Thank you again.

**- Matt Mason**

**Thank You  
for choosing us**



# Our Story

"Growing up in a single income family where sacrifices had to be made to get ahead, one thing that made our lives easier was the fact that we owned our family home. It was this realisation that property was a lever which could provide me, and so many others, with the opportunity of a better life, that I decided to dedicate my career to the property industry" – **Matt Mason, CEO**

Betta Group was founded on strong family values and the Kiwi can-do attitude. From its humble beginnings in 2011 to now being the largest property inspection and compliance company in New Zealand, it is safe to say Betta Group has grown. We now have a large customer service team based in Hawke's Bay, handling all bookings and client care. We operate with a licensed business model, which means each brand is locally owned and operated.

We have had bespoke software developed, tailored to our inspectors' and clients' needs. Betta Group has over 50 individual licensees across New Zealand, which do, on average, 1 in 10 property inspections throughout New Zealand. We have nationwide coverage and pride ourselves on protecting hard-working Kiwis every day. With a rapidly growing business comes a rapidly growing team, along with an ever-growing suite of services for our clients. Betta Group's company foundations have enabled our licensees to protect and support more Kiwi property owners than any other inspection team in New Zealand history.

We will always do our absolute best every day to care for every one of our clients. This is why we are proud of what we do and grateful that you have chosen Betta Group to complete your property inspection.





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# Our Traffic Lights

## GREEN TRAFFIC LIGHT



**Green** illustrates that we have a low or no level of concern associated with the building element.

**Low definition:** *The inspected element is functioning, or has been maintained, or in a condition expected for the property's age and type. NB: For the avoidance of doubt this does not mean the property will not require maintenance in the future.*

## ORANGE TRAFFIC LIGHT



**Orange** illustrates that we have a moderate level of concern associated with the building element, prompting caution, further investigation and/or repair be considered.

**Moderate definition:** *The inspected element is not performing as it was designed, or intended by the manufacturer, or there is maintenance required, or it is in a condition that is not expected for a property of its age and type. The inspected element may appear to be functioning but needs attention. NB: For the avoidance of doubt further investigation and information should be sought.*

## RED TRAFFIC LIGHT



**Red** illustrates that we have a high level of concern associated with the building element. Caution and further investigation is strongly recommended.

**High definition:** *The inspected element is failing, or urgent attention is required, or it is no longer in a working condition. NB: For the avoidance of doubt further research and investigation are strongly recommended.*

The colour coding used is a visual aid to help clients identify areas of the report to focus on. Notes and photos provide clarification and further detail on a particular element. It is important that these are read together not individually.



# Your Inspection Details



## YOUR INSPECTOR

### LES DOWNES

on behalf of Interfacepm Ltd trading as Beta Inspect It

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**Freephone:** 0800 422 388

|                                    |   |
|------------------------------------|---|
| <b>ORDER NUMBER</b>                | 139463                                    |
| <b>DATE OF INSPECTION</b>          | WEDNESDAY, NOVEMBER 20, 2024              |
| <b>INSPECTED PROPERTY ADDRESS</b>  | 192B TRAMWAY RD ENDERLEY HAMILTON 3214    |
| <b>INSTRUCTED BY</b>               | PURCHASER                                 |
| <b>CLIENT NAME</b>                 | LISTON DSOUZA                             |
| <b>CLIENT PRESENT</b>              | NO  |
| <b>OTHER PEOPLE PRESENT</b>        | OCCUPANT.                                 |
| <b>HOUSE OCCUPIED</b>              | YES                                       |
| <b>WAS THE PROPERTY FURNISHED?</b> | YES                                       |
| <b>BUILDING TYPE</b>               | TOWN HOUSE.                               |
| <b>STATUS OF UTILITIES</b>         | GAS ON. HOT WATER ON. POWER ON. WATER ON. |
| <b>WEATHER DURING INSPECTION</b>   |   |

## DISCLOSURE OF DEFECTS BY REAL ESTATE SALESPERSON

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We recommend discussing with the real estate agent any concerns with the property, especially weather tightness issues from past or present. If the house has been rented previously, we recommend consulting the property manager to discuss any past issues they are aware of.

None

## GENERAL SUMMARY NOTES

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The dwelling appears to have been rented for a long period of time. This has caused a large amount of maintenance issues. There is plenty of scope to make this dwelling your own. The layout of the property appears very functional.

## CONFIDENTIALITY

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This report is confidential to Liston Dsouza. The use by any unauthorized persons or third parties is strictly prohibited.



# Your Report Summary



This report focuses on what we see as the nine main areas of concern for our clients when buying property. These areas are: **1. Exterior roof, 2. Roof space, 3. External wall cladding, 4. Foundation & subfloor, 5. Plumbing system, 6. Electrical system, 7. Weather tightness, 8. Site improvements, 9. Pest & potential hazards, 10. Interior elements**

Below is a summary of the highest concern level for each focus area at 192B Tramway Rd Enderley Hamilton 3214. Please refer to the focus area for further details.

## 1. EXTERIOR ROOF



The highest level of concern for your exterior roof is **orange**

## 2. ROOF SPACE



The highest level of concern for your roof space is **NA**

## 3. EXTERNAL WALL CLADDING



The highest level of concern for your external wall cladding is **orange**

## 4. FOUNDATION & SUBFLOOR



The highest level of concern for your foundation & subfloor is **orange**

## 5. PLUMBING SYSTEM



The highest level of concern for your plumbing system is **green**

## 6. ELECTRICAL SYSTEM



The highest level of concern for your electrical system is **green**

## 7. WEATHER TIGHTNESS



The highest level of concern for your weather tightness is **orange**

## 8. SITE IMPROVEMENTS



The highest level of concern for your site improvements is **green**

## 9. PEST & POTENTIAL HAZARDS



The highest level of concern for pest & potential hazards is **NA**

## 10. INTERIOR ELEMENTS



The highest level of concern for interior elements is **orange**



# Your Property Report

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# EXTERIOR ROOF



## INSPECTION FOCUS NO.1

This focus section covers the exterior of the roof. If it was unsafe to walk on the roof due to the weather conditions, roof pitch, or any other reason we deem unsafe, then we have undertaken our visual inspection using alternative methods (these may include viewing from a ladder, from upstairs windows, from the ground and may include the use of binoculars). Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may not effect the overall structural integrity or function of the exterior of the roof

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## PREDOMINANT ROOF MATERIAL (INCLUDING SIGNIFICANT MAINTENANCE)

### TYPE

Corrugated metal. Metal tray.



## LEVEL OF CONCERN



This roof is nearing the end of its economic life. This may affect the water tightness of the roof. We recommend a roofing contractor conduct further investigation.



# PREDOMINANT GUTTER & DOWNPIPE MATERIAL (INCLUDING SIGNIFICANT MAINTENANCE)

## TYPE

Downpipe - PVC. Gutter - PVC. Gutter -metal. Gutter -membrane



## LEVEL OF CONCERN



PVC gutters are prone to becoming brittle due to the high sunshine hours and UV in New Zealand's climate.

Membrane roof coatings such as the one on this dwelling have the potential to allow water entry through poor application and installation, lack of maintenance, poor detailing and complex junctions. We suggest that a thorough examination is completed bi-annually (ideally at the end of winter and end of summer), and any bubbling, water pooling, lifting of membrane or any signs of deterioration of the membrane should be investigated by a membrane roofing specialist.

On the balance of probability it is likely that this roof coating will leak if it is not detailed more effectively. We recommend this roof be further investigated by a roofing specialist. We recommend the membrane be investigated by a membrane roofing specialist. The gutter is corroded in areas. This will lead to the inadequate discharge of rainwater. We recommend a roofing contractor conduct further investigation. Allow to constantly monitor and maintain as required.



# PREDOMINANT FASCIA & SOFFIT MATERIAL (INCLUDING SIGNIFICANT MAINTENANCE)

## TYPE

Fascia - timber. Fascia - fibre cement product (board or similar). Soffit - fibre cement sheeting.



## LEVEL OF CONCERN



Wet rot decay is present in timber fascia. The fascia is damaged. We recommend this is replaced. Some of the soffits are cracked.



## OVERALL SECTION RATING



Your overall section rating is orange. Do not hesitate to get in touch if you have any questions.



# ROOF SPACE



## INSPECTION FOCUS NO.2

This focus section covers the roof space. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may not effect the overall structural integrity or function of the roof space. There is generally limited space in roof cavities, particularly to the lower and outer portions of the building. This does restrict access and in most instances prevents an inspection of the outer or lower areas, including any roof to wall connections. If insulation is in place this will also restrict the inspectors visibility. Defects or damage may be present and not detected in areas where inspection was limited, obstructed or access was not gained.

## RESTRICTIONS

We could not inspect the roof space. We were unable to locate an inspection hatch. The roof is of skillion construction.

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## OVERALL SECTION RATING



Your overall section rating is NA. Do not hesitate to get in touch if you have any questions.

# EXTERNAL WALL CLADDING

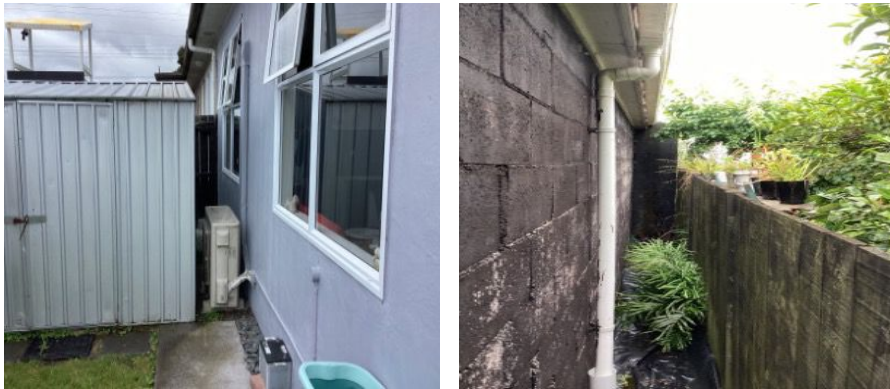


## INSPECTION FOCUS NO.3

The exterior wall cladding of the dwelling is visually inspected where accessible. Some limitations may occur due to the height of the dwelling, foliage near the cladding, site slope etc. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may not effect the overall structural integrity or function of the exterior cladding.

## RESTRICTIONS

The proximity to the boundary is prohibiting inspection of some cladding. There is a structure prohibiting inspection of some cladding



# EXTERIOR CLADDING MATERIAL (INCLUDING SIGNIFICANT MAINTENANCE)

## TYPE

Masonry block. Plaster texture coated cladding.



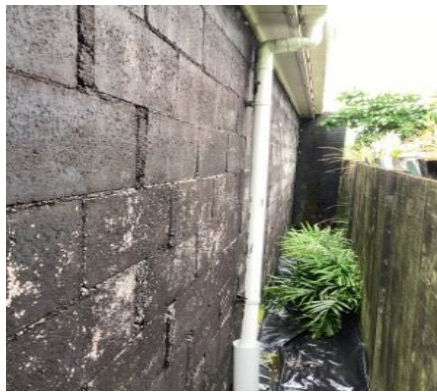
## LEVEL OF CONCERN



Plastered render over a backing substrate relies on a coating to resist the penetration of moisture. This system is therefore of high concern. Systems such as the one on this dwelling have the potential to allow water entry and deterioration through poor application and installation, lack of maintenance, poor detailing and complexity. Plastered systems similar to the cladding on this dwelling can allow water entry through cracks and complex junctions. From our visual inspection, the cladding appears to be performing; however, we recommend the cladding should be inspected semi-annually (ideally at the end of winter and end of summer) - any cracking or deterioration of the cladding should be investigated by a suitably qualified cladding specialist.

Ground level & floor level close.

There is a small amount movement cracking evident. This may affect the integrity of the cladding. We recommend further investigation.



Blocks not sealed correctly.  
Recommend to repair and seal.



# JOINERY MATERIAL (INCLUDING SIGNIFICANT MAINTENANCE)

## TYPE

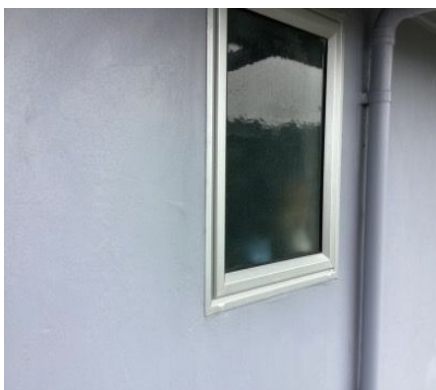
Aluminium.



## LEVEL OF CONCERN

G

Joinery set in a plastered cladding on a coating to resist the penetration of moisture between the two materials. This system is therefore of high concern. Systems such as the one on this dwelling have the potential to allow water entry and deterioration through cracking, poor application and installation, lack of maintenance, poor detailing and complexity. This tends to occur particularly on buildings built between 1980 and 2006. On the balance of probability it is likely that this junction will leak if it is not detailed more effectively. We recommend this junction be further investigated by a weather tightness specialist. No visible issues were noted during the inspection. Allow to constantly monitor and maintain as required.



# FUNCTIONAL OPERATION OF WALL CLADDING (INCLUDING WINDOW & DOOR FLASHINGS)

## TYPE

Unable to confirm.



## LEVEL OF CONCERN



No head flashing over joinery. This may affect the weather tightness of the junction.



## OTHER

### LEVEL OF CONCERN

G

The house is adjoining the house next door, please check council records for details and sign off for fire wall.



House next door

### OVERALL SECTION RATING

O

Your overall section rating is orange. Do not hesitate to get in touch if you have any questions.

# FOUNDATION & SUBFLOOR



## INSPECTION FOCUS NO.4

This section includes both the foundation and its supporting subfloor structure (if applicable). The inspection is done by entering the subfloor (any access restrictions will be identified). Please note concrete slab sub-floors are not inspected. Where piles are present we conduct a visual inspection above ground level only. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may not effect the overall structural integrity or function of the foundations.

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## PREDOMINANT FOUNDATION MATERIAL (INCLUDING SIGNIFICANT MAINTENANCE)

### TYPE

Concrete slab.



### LEVEL OF CONCERN



Due to the concrete slab there is no sub-floor space. We are unable to confirm the condition of the concrete slab or the soil beneath. For more detailed information and specification on the concrete floor slab we recommend that a search of the council building files be undertaken. Allow to constantly monitor and maintain as required.



# FUNCTIONAL OPERATION OF FOUNDATION & SUBFLOOR

## LEVEL OF CONCERN



Uneven floors, parts

## OVERALL SECTION RATING



Your overall section rating is orange. Do not hesitate to get in touch if you have any questions.

# PLUMBING SYSTEM



## INSPECTION FOCUS NO.5

This section includes both the water supply and waste water drainage. None of our inspectors are qualified Plumbers. Due to construction methods a large portion of the plumbing systems can be concealed within the building envelope. Our report covers only those areas able to be viewed by the inspector. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may not affect the overall integrity or function of the water and drainage systems.

## RESTRICTIONS

There are services located under the ground which could not be inspected and therefor do not form part of the report.

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## PREDOMINANT WASTE WATER MATERIAL (INCLUDING SIGNIFICANT MAINTENANCE)

### TYPE

PVC.



### LEVEL OF CONCERN

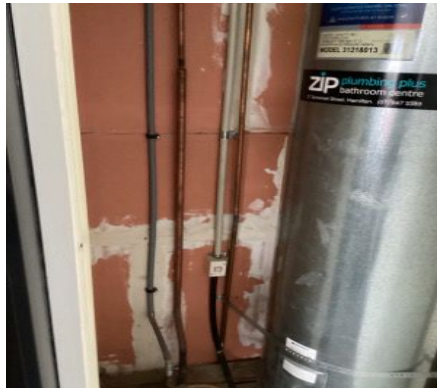
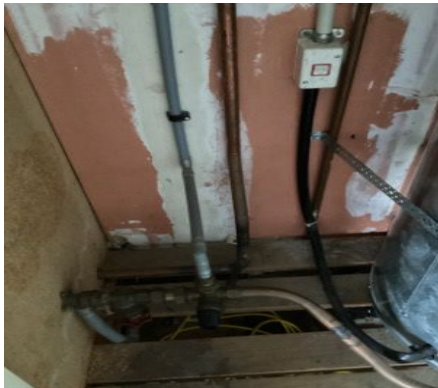
G

No visible issues noted during the inspection.

# PREDOMINANT WATER SUPPLY PIPING (INCLUDING SIGNIFICANT MAINTENANCE)

## TYPE

Copper. Polybutylene.



## LEVEL OF CONCERN

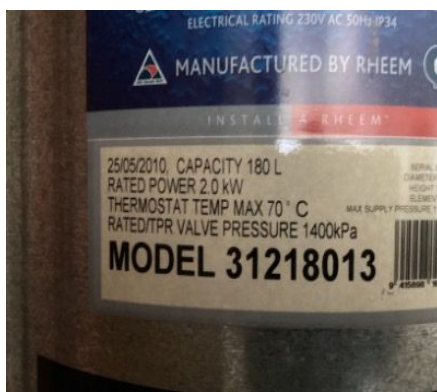


No visible issues were noted during the inspection.

# HOT WATER CYLINDER FUNCTION

## TYPE

Electric. Mains-pressure system.



## LEVEL OF CONCERN



No visible issues noted during the inspection.

## SOURCE OF WATER SUPPLY

### TYPE

Council.

### LEVEL OF CONCERN



The function or integrity of the water toby (valve) was not assessed as was not located.

## METHOD OF WASTE WATER DISPOSAL

### TYPE

Council.



### LEVEL OF CONCERN



No visible issues noted during the inspection.

## FUNCTIONAL OPERATION OF PLUMBING SYSTEM

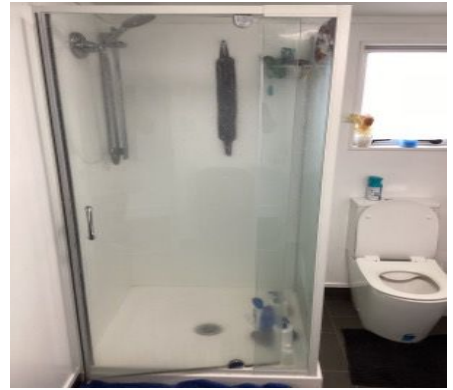
### LEVEL OF CONCERN



Freestanding proprietary showers are prone to maintenance issues, failing and leaking. Depending on the quality of the shower depends on how water tight it remains and how much future maintenance it will require. Typical failure points are in the corners where the glass screen meets the wall and where the shower wall meets the shower base. Moisture testing cannot be undertaken around the base or internal shower linings due to inconsistencies in the readings. It is recommended you constantly monitor these junctions to ensure damage is not occurring to the adjacent walls. The shower was tested. There was visible indications of water penetration to surrounding areas. IMPORTANT NOTE: The test may not

reveal water leaks until the system has been tested under normal or constant use.

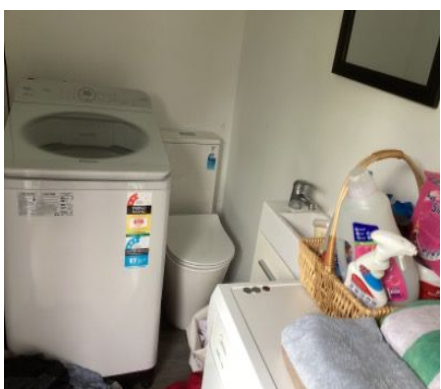
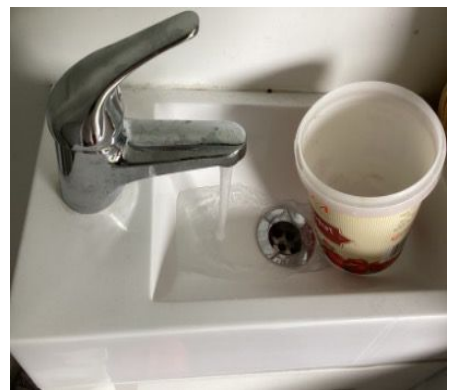
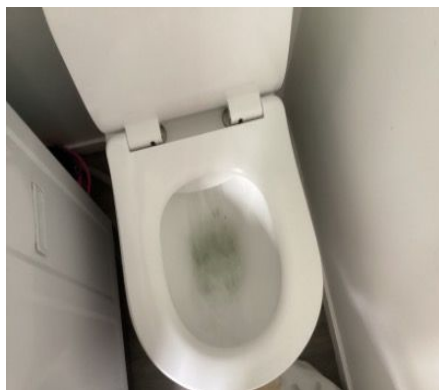
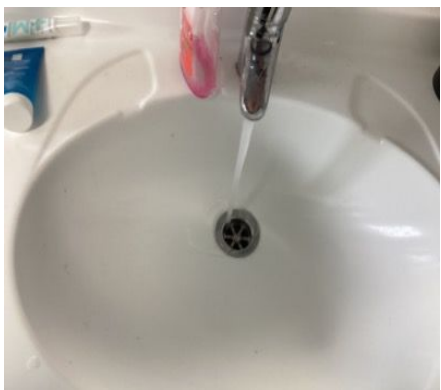
The kitchen tap is damaged. We recommend repair. There's no laundry tub.  
The vanity is functioning as intended. The kitchen sink is functioning as intended. The laundry tub is functioning as intended.



Damaged tap. Recommend repair



Shower is leaking in corner.



## OVERALL SECTION RATING



Your overall section rating is green. Do not hesitate to get in touch if you have any questions.

# ELECTRICAL SYSTEM



## INSPECTION FOCUS NO.6

This section includes the electrical system. None of our inspectors are qualified Electricians. Due to construction methods a large portion of the electrical systems can be concealed within the building envelope. Our report covers only those areas able to be viewed by the inspector. No testing or commenting on the function, defects and concern level of appliances (ovens, hobs & range hoods etc) is undertaken. Please note a sampling of outlets will be tested for function, not every outlet. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may not affect the overall integrity or function of the electrical system.

## RESTRICTIONS

The wiring was not visible in the subfloor.

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## CIRCUIT BREAKER ESTIMATED ERA

### TYPE

Modern.



### LEVEL OF CONCERN



No visible issues noted during the inspection.

# ELECTRICITY SOURCE

## TYPE

Underground.



## LEVEL OF CONCERN



We cannot assess or comment on the condition of buried cables. We note that the power supply is functional.

# SIGNIFICANT MAINTENANCE REQUIRED

## LEVEL OF CONCERN



There is no cover over the electrical circuits. We recommend this is installed.





# SUPPLY OF ELECTRICITY FUNCTIONAL OPERATION (BASED ON SAMPLING OF OUTLETS & LIGHTS)

## LEVEL OF CONCERN

G

A sampling of outlets were tested. Not all outlets were tested. All tested outlets functioned as intended. A sampling of lights were tested. Not all lights were tested. All tested lights & switches functioned as intended.



## OVERALL SECTION RATING

G

Your overall section rating is green. Do not hesitate to get in touch if you have any questions.

# WEATHER TIGHTNESS



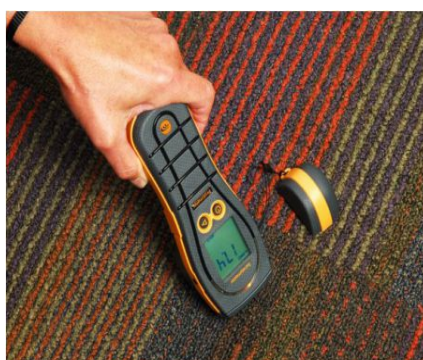
## INSPECTION FOCUS NO.7

Assessing the weather tightness of a building non-invasively is an art. There is a range of factors that need to be taken into account when concluding the overall state of weather tightness (see below). A moisture meter is one tool we utilise to identify moisture. We also consider the building design and structure. Refer to text on following page for further detail.

## UNDERSTANDING YOUR MOISTURE READINGS

1. The only accurate way to measure moisture is intrusively; this is NOT practiced during our visual property inspection. Therefore this report cannot give any weather tightness guarantee. Any clear signs of moisture ingress are noted and spot checks are carried out primarily around windows, doors and high risk areas with a moisture meter. All inspectors use either a Protimeter Survey Master or Trotec T660 moisture meter, calibrated to the manufacturer's specifications. This device is used in its Non-invasive mode and while this mode is deemed non-conclusive, it is a good indicator of the potential presence of moisture.
2. The moisture meter in the non-invasive mode is not an accurate moisture reading. Readings are determined by what is known as a 'Relative moisture level'. Firstly a "Base" moisture level for the property is ascertained (by undertaking a selection of tests in low risk areas such as a central hallway where low moisture levels are expected). Then a selection of potential high risk areas are taken in areas which the inspector believes are high risk.
3. All "beta inspect it" Inspectors are trained in the correct use of the moisture meters, with a good understanding of their abilities and limitations.
4. The lack of moisture indicators does not confirm that the property does not have moisture issues. Water accumulates and travels immediately behind the external cladding; the external cladding is ideally what should be tested. However, this is not practical, nor possible with some claddings and weather conditions, therefore the meters are predominately used for the interior of the building. As visual inspections are non-invasive testing may provide no initial evidence of leaking, knowledge of known weather tight risk details and/or signs to look for become more critical. Further investigation will be recommended where there is sufficient evidence and concern that it may reveal signs of severe moisture penetration. Moisture levels can change significantly with the seasons and can often be much lower in advanced decay. The same can incur with leaks in plumbing where plumbing has not been used for a period of time in a manner causing the moisture and as a result allowing the area to dry out.

## MOISTURE METER USED



As part of our standard inspection, our inspectors use a protimeter Surveymaster or Trotec T660 moisture meter in it's non invasive search mode.

# UNDERSTANDING THE READINGS



## Red = Very High

Relative moisture reading is 81 points or more above the benchmark on a relative scale. This indicates very high levels of moisture behind the wall. Further investigation is required prior to purchasing the house. Invasive testing is recommended.

## Orange = Higher

Relative moisture readings 41 - 80 points above the benchmark on a relative scale. This indicates moisture in the wall. Possible causes could be the wall faces south, vegetation could be in close proximity to the buildings envelope or water ingress. There is the potential for timber in this area to harbour toxic mould growth and potential timber decay. We recommend further investigation by a thermographer or weather tightness specialist prior to purchasing the property.

## Green = Normal

Relative moisture reading is within 40 points of the benchmark on a relative scale.

# RESTRICTIONS

The condition of the wall framing could not be visually inspected as it is enclosed between the interior and exterior linings. It is therefore impossible for the inspection to accurately determine if decay to the timber has occurred. We recommend thermal imaging if there are signs of moisture, including but not limited to high moisture readings, water stains and mould.



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# FRAMING & ATTACHMENT TO CLADDING

## TYPE

Direct fixed.



## LEVEL OF CONCERN

G

The cladding on this dwelling is direct fixed. This places the dwelling in a higher risk concern level. Direct fixed claddings rely solely on the cladding to keep the house weather tight. As a result the cladding, penetrations and complex junctions should be checked annually and any cracks or deterioration of the surface coating or sealing remedied. Allow to constantly monitor and maintain as required.

## METHOD OF DISCHARGING ROOF COLLECTED RAIN WATER

### TYPE

Exterior mounted gutters. Internal gutters.



## LEVEL OF CONCERN

O

There are internal gutters installed. The membrane gutter coatings such as the one on this dwelling have the potential to allow water entry through poor application and installation, lack of maintenance, poor detailing and complex junctions. This tends to occur particularly on buildings built between 1990 and 2006. We suggest that a thorough examination is completed bi-annually (ideally at the end of winter and end of summer), and any bubbling, water pooling, lifting of membrane or any signs of deterioration of the membrane should be investigated by a membrane roofing specialist. We recommend the membrane be investigated by a membrane roofing specialist.



# HIGH RISK JUNCTIONS

## TYPE

Cladding to ground junction. Gutter to wall junction. Wall to roof.



## LEVEL OF CONCERN



There are high risk junctions installed that has raised concern to the inspector. Please see photo's. The high risk junction such as the one on this dwelling has the potential to allow water entry and deterioration through poor application and installation, lack of maintenance, poor detailing and complexity. This tends to occur particularly on buildings built between 1990 and 2006. We suggest that a thorough examination is completed bi-annually (ideally at the end of winter and end of summer), and any sealant breakdown, water pooling or any signs of deterioration of the junction should be investigated by a weather tightness specialist. On the balance of probability it is likely that this junction will leak if it is not detailed more effectively. We recommend this junction be further investigated by a weather tightness specialist.

## SOFFIT DEPTH

### TYPE

There are no soffits in areas. There are narrow soffits in areas.



## LEVEL OF CONCERN

Due to the narrow soffits the cladding and flashings around all windows, doors and penetrations are relied on more heavily to keep water from penetrating the building envelope. We suggest that a thorough examination is completed bi-annually (ideally at the end of winter and end of summer), and any deterioration in the cladding or flashings are investigated by a weather tightness specialist. Due to the lack of soffits above areas of the cladding and flashings around all windows, doors and penetrations are relied on more heavily to keep water from penetrating the building envelope. We suggest that a thorough examination is completed bi-annually (ideally at the end of winter and end of summer), and any deterioration in the cladding or flashings are investigated by a weather tightness specialist. Conventional pitched roof shapes extend beyond external wall lines. This traditional design feature effectively shelters the top of the wall cladding and window heads that are close to the soffit. This reduces the risk external moisture ingress.



## ESTIMATED ERA OF BUILDING CONSTRUCTION

### TYPE

1950's



## LEVEL OF CONCERN

G

Older houses need more maintenance and have an increased cost to keep them in a reasonable condition. We suggest that a thorough examination is completed bi-annually (ideally at the end of winter and end of summer), and any rot, cracking, paint flaking, or any signs of deterioration of the exterior envelope should be investigated by a specialist. On the balance of probability it is likely that this exterior envelop will need a large sum of money spent on it in the very near future. We recommend this dwelling be further investigated by a licensed builder to quote for the up and coming repairs. No visible issues at time of the inspection. Allow to constantly monitor and maintain as required.

## COMPLEXITY OF BUILDING DESIGN

### TYPE

Non Complex



## LEVEL OF CONCERN

G

Non-complex

## PREVALENT WEATHER CONDITIONS

### WEATHER ONE MONTH PRIOR

The weather has been mainly clear and dry in the one month prior to this inspection. This can affect the readings of the non-invasive moisture meters due to the timber building elements (such as any timber framing) drying out prior to inspection. Readings should not be solely relied on to confirm any concerns you may have in regards to weather tightness or water ingress.

# BENCH MARK READING

## READING LOCATION

Hall



## LEVEL OF CONCERN

G

No visible issues noted during the inspection.



# MOISTURE READING #1

## READING LOCATION

Bedroom one



## LEVEL OF CONCERN

G

No visible issues noted during the inspection.

## MOISTURE READING #2

### READING LOCATION

Bathroom one



### LEVEL OF CONCERN

G

No visible issues noted during the inspection.

# MOISTURE READING #3

## READING LOCATION

Laundry



## LEVEL OF CONCERN

G

No visible issues noted during the inspection.

# MOISTURE READING #4

## READING LOCATION

Bedroom two



## LEVEL OF CONCERN

G

No visible issues noted during the inspection.

## MOISTURE READING #5

### READING LOCATION

Bedroom three



### LEVEL OF CONCERN

G

No visible issues noted during the inspection.

# MOISTURE READING #6

## READING LOCATION

Dining room Kitchen Lounge



## LEVEL OF CONCERN

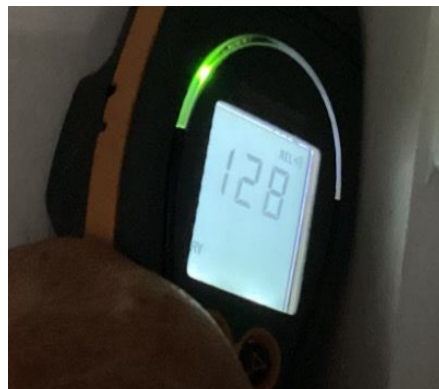
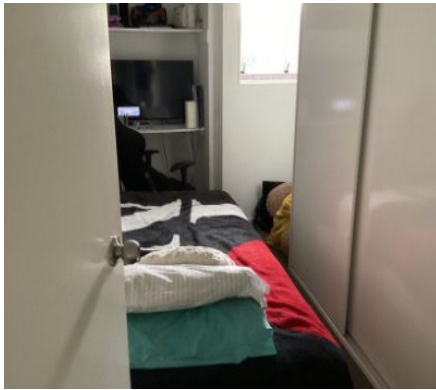
G

No visible issues noted during the inspection.

# MOISTURE READING #7

## READING LOCATION

Bedroom four



## LEVEL OF CONCERN

**G**

No visible issues noted during the inspection.

# MOISTURE READING #8

## READING LOCATION

Garage



## LEVEL OF CONCERN



A higher than average moisture reading was noted. On the balance of probability it is likely that this high reading is caused by a weather tightness issue. We recommend further investigation by a thermographer or weather tightness specialist.

## OVERALL SECTION RATING



Your overall section rating is orange. Do not hesitate to get in touch if you have any questions.



# SITE IMPROVEMENTS



## INSPECTION FOCUS NO.8

This section includes the site and site improvements. Our inspectors are NOT qualified Geotech engineers and therefore the report cannot include geotechnical issues (current or historic). Liquefaction zones and flood plains are not commented on along with the site boundaries. We do not comment on any soil, site strength or stability. Only the main outbuilding will be included in our assessment, unless specifically requested. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may affect the overall integrity or function of the site and site improvements.

## RESTRICTIONS

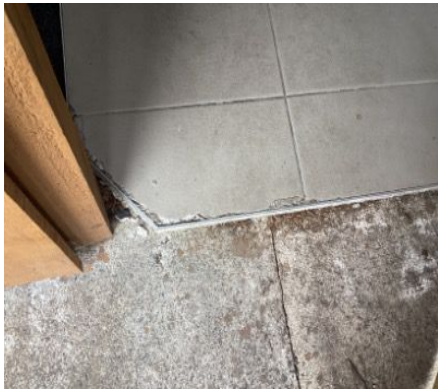


# SITE IMPROVEMENTS (INCLUDING VISUAL SITE DRAINAGE)

## LEVEL OF CONCERN

G

Part of the driveway is shared; we recommend you further investigate with your lawyer's assistance what obligations you have in regard to repairs and maintenance of the shared driveway. The surface of the driveway requires repair. There is subsidence to the driveway. Allow to constantly monitor and maintain as required.



# OUTBUILDINGS & OTHER STRUCTURES

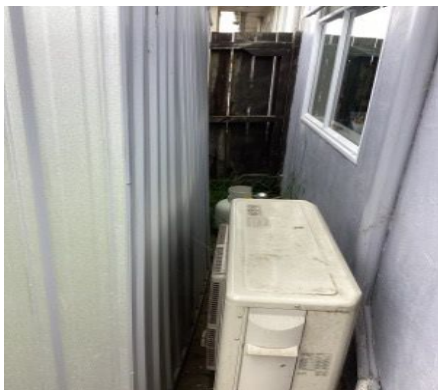
## TYPE

Garden shed.



## LEVEL OF CONCERN

There is minor decay/weathering to the outbuilding structure.



## OVERALL SECTION RATING



Your overall section rating is green. Do not hesitate to get in touch if you have any questions.

# PEST & POTENTIAL HAZARDS



## INSPECTION FOCUS NO.9

This section includes both signs of pest infiltration and potential hazards. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor aspect relating to pests and hazards.

## RESTRICTIONS

Refer to subfloor section. Refer to roof space section.

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## OVERALL SECTION RATING



Your overall section rating is NA. Do not hesitate to get in touch if you have any questions.

# INTERIOR ELEMENTS

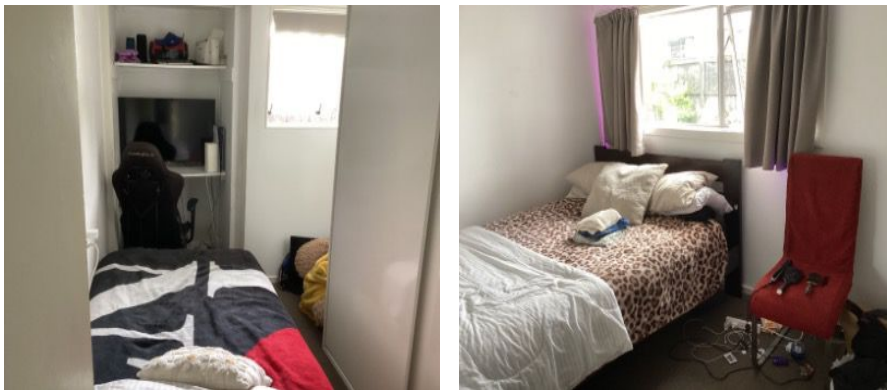


## INSPECTION FOCUS NO.10

This section includes other significant points of interest that we believe are important to know prior to settling on your desired property. Evidence of scrim wall lining can often be hard to determine as it is often covered with other lining. Floors are often slightly un-level; only significant unevenness will be commented on. The function of the heating and ventilation systems will not be tested, only being visually inspected. Please note our visual inspection provides an overall level of concern, rather than a detailed account of every minor defect which may affect the overall integrity or function of the property.

## RESTRICTIONS

The quantity of furniture within the house meant we had limited ability to inspect the house. The floor coverings within the house meant we had limited ability to inspect the house. The quantity of stored goods within the kitchen cabinetry meant we had limited ability to inspect inside these cupboards. The interior side of the window joinery was covered by curtains we had limited ability to inspect these windows.



## SIGNIFICANT INTERIOR CEILING DAMAGE OR DEFECTS

### LEVEL OF CONCERN

G

The ceiling linings have minor imperfections. These appear to be aesthetic. The ceiling height is low. There are nails "popping" in areas. We recommend these are repaired when the affected area is next redecorated.

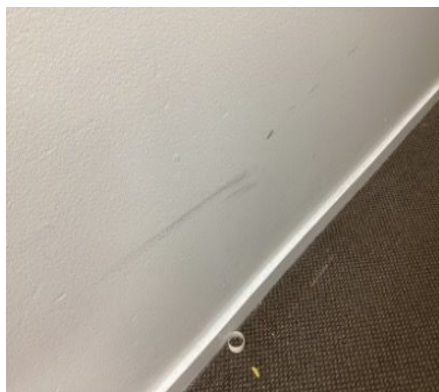
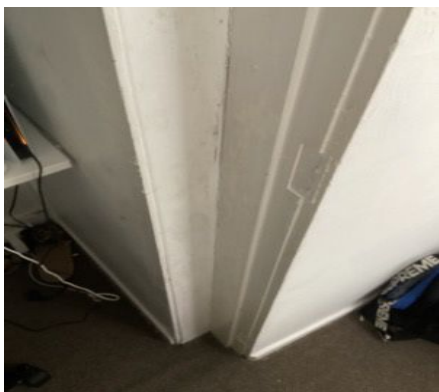


## SIGNIFICANT INTERIOR WALL DAMAGE OR DEFECTS

### LEVEL OF CONCERN

G

There is bubbling or blistering to the paint covering of the linings. We recommend that this is further investigated. The paint on some linings is in poor condition. There are scratches and marks to the internal linings. There are some small holes in the interior linings. This detracts from the aesthetics of the property. The wall linings have minor imperfections. The wall linings have cracked. These appear to be aesthetic. Allow to constantly monitor and maintain as required.



# SIGNIFICANT INTERIOR FLOOR DAMAGE OR DEFECTS

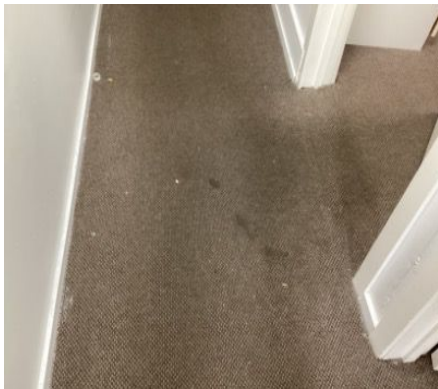
## LEVEL OF CONCERN



The floor covering is stained in areas. The finished floor level of the ground is similar as the finished floor level of the interior room. We recommend a channel drain be installed in this area.



Gaps in the finish





## EVIDENCE OF UN-LEVEL FLOORING

### LEVEL OF CONCERN



The floor is uneven in places.

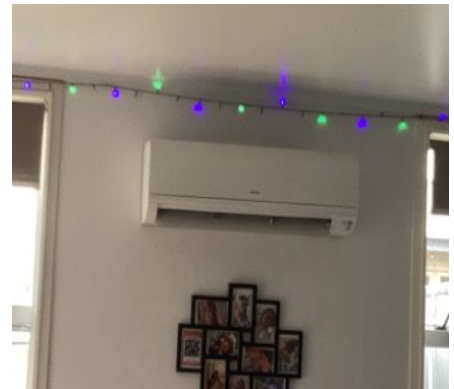


Step up into bedrooms

## HOME HEATING (INCLUDING CHIMNEYS)

### TYPE

Multiple heat pumps.



### LEVEL OF CONCERN



The operation, efficiency and integrity of any heat source was not tested. This was not tested as it is beyond our scope and expertise. We recommend this is tested by a suitably qualified professional. No visible issues noted during the inspection.

## BATHROOM VENTILATION

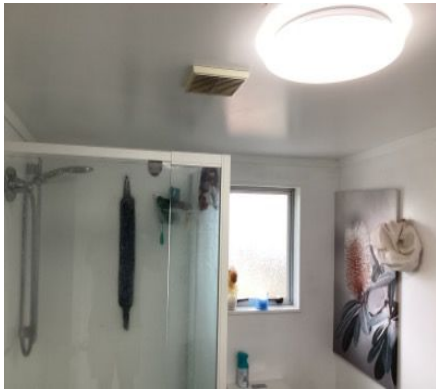
### TYPE

Mechanical fan. Passive ventilation (window).

### LEVEL OF CONCERN



No visible issues noted during the inspection.



## LAUNDRY VENTILATION

### TYPE

Passive ventilation (window).



### LEVEL OF CONCERN



No visible issues noted during the inspection.

# OBVIOUS INTERNAL STRUCTURAL ALTERATIONS

## TYPE

Room addition.



## LEVEL OF CONCERN

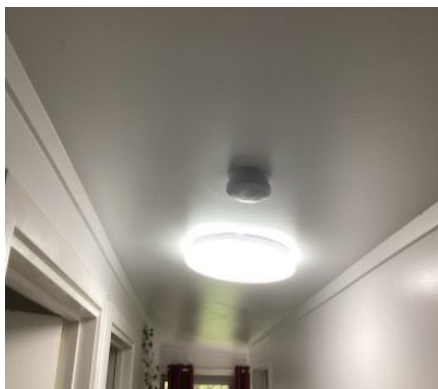


This room appears to be an addition. It is recommended that Council records be checked to confirm that all relevant Consents were applied for and signed off Local Authority. As noted above.

# PRESENCE OF SMOKE ALARM

## TYPE

Battery. Testing smoke alarms does not form part of our inspection as it is outside the scope of a visual inspection and our expertise.



## LEVEL OF CONCERN



As noted above.

# TYPE OF ENERGY SOURCE SERVICING APPLIANCES

## TYPE

Electric. Electrical appliances such as the range hood, oven, hob, dishwasher and waste disposal system are not tested as part of the visual inspection. It is recommended that all appliances are tested by the purchaser or confirmation that they are all functional before the unconditional date. Gas. Appliances such as the oven, hob and heating systems are not tested as part of the visual inspection. It is recommended that all appliances are tested by the purchaser or confirmation that they are all functional before the unconditional date.



## LEVEL OF CONCERN



No visible issues noted during the inspection.

# PRESENCE OF CONVERTED LIVING SPACES (EG CONVERTED GARAGE TO ROOM)

## LEVEL OF CONCERN



The room appears to have once been a garage.

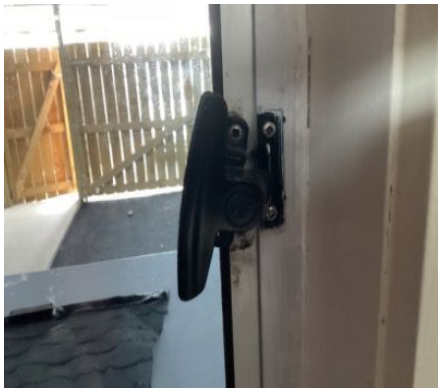


# OBSERVATIONS OF EXTERNAL JOINERY FROM INTERIOR

## LEVEL OF CONCERN

G

There is skylights located in the ceiling. Skylights are high maintenance windows that are very hard to flash on the roof side and are prone to leaking. Allow to monitor the surrounding ceiling linings. If the paint begins to bubble, blister or peel call a qualified builder as these are tell tail signs of leaking. Some maintenance is required to joinery hardware. Weathered glazing beads beginning to shrink which may allow water ingress. We recommend further investigation.



## OVERALL SECTION RATING

O

Your overall section rating is orange. Do not hesitate to get in touch if you have any questions.

# ADDITIONAL NOTES



We recommend that you follow up on any advice given and check out the council Lim report. We recommend this dwelling is further investigated by the appropriate trades people to quote for the work required prior to confirming the purchase. The house is adjoining the house next door, please check council records for details and sign off for fire wall.



Neighbouring property adjoining

# HEALTH AND SAFETY

## SITE HAZARD CHECKLIST FOR ONSITE INSPECTOR



Les Downes has completed an assessment of **192B Tramway Rd Enderley Hamilton 3214** on the **20/11/2024** and recorded any potential site hazards. Any Hazards marked as **RED** are of potential concern and may have resulted in the incompleteness of the report due to Health & Safety Concerns. Additional details relating to the Hazard can be found in the link next to the Hazard. It is our recommendation these Hazards are addressed where applicable.

| Item          | Compliance | Question   | Link |
|---------------|------------|--|------|
| Identifiable  | <b>G</b>   | I have my uniform on, my name badge on and I am clearly identifiable   |      |
| Phone/Tablet  | <b>G</b>   | I have my iPad and phone with me, they are working and charged   |      |
| Tools         | <b>G</b>   | I have the tools I need for the job and they are available and in good working condition (and calibrated if appropriate) |      |
| PPE           | <b>G</b>   | I have PPE available for the job and its ready to use as appropriate   |      |
| Location      | <b>G</b>   | The Customer Service team is aware of my location  |      |
| Safe to Enter | <b>G</b>   | I have done a pre-entry visual assessment of buildings to assess overall construction to ensure it is safe to enter.     |      |
| Safe to Enter | <b>G</b>   | I will knock loudly at least 3 times to alert any occupants, I will repeat for any closed doors into rooms.              |      |

| Hazard                                      | Compliance | Question   | Link |
|---|------------|--|------|
| Methamphetamine or Asbestos                 | <b>G</b>   | I do not believe that any methamphetamine/asbestos present is in a state that poses a risk to my health during the inspection (unless this is the stated inspection reason)                                |      |
| Sanitary Environment                        | <b>G</b>   | Hygiene . I am satisfied that the overall sanitary condition of the property as well as excess rubbish is acceptable for me to complete the work   |      |
| People                                      | <b>G</b>   | There are no unexpected or potentially menacing people on the property. I am aware of who is present & feel safe to continue   |      |
| Pets  | <b>G</b>   | I am aware of any pets or other large animals that may be present and I expect any will be restrained/caged  |      |
| Access/egress                               | <b>G</b>   | I am able to enter and exit from buildings or the site quickly and effectively if required   |      |
| Height                                      | <b>G</b>   | I am able to secure a ladder within an access point of no more than 3.6 meters from a stable platform and the ladder will not extend more than 3 rungs above the soffit line to complete the required work |      |
| Confined spaces                             | <b>G</b>   | The subfloor access is greater than 500mm x 400mm and the trapdoor is secured properly to prevent accidental closure   |      |
| Electricity                                 | <b>G</b>   | There are no obvious exposed wires or unsealed power outlets that will interfere with the work required  |      |
| Foil Insulation                             | <b>G</b>   | There is no foil insulation in the subfloor or roof space  |      |
| Slips/trips/falls                           | <b>G</b>   | I am able to move around the property without any undue risk   |      |
| Chemicals/ hazardous substances/ explosives | <b>G</b>   | I believe there is not a risk of any potentially harmful chemicals or other hazardous substances on the property   |      |
| Pests/critters                              | <b>G</b>   | I believe there is not a risk of rodents, hedgehogs, spiders, birds (or their droppings) present in the areas I will be working  |      |
| Biological                                  | <b>G</b>   | I believe there is not a risk of harmful fungus, mould, bacteria, infected materials, needles etc present on the property  |      |
| Environment                                 | <b>G</b>   | I believe there is not a risk of dust, fibres, noise, vibration, illumination (or lack of), humidity or heat during the work   |      |



# Our Terms & Conditions

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## SCOPE OF INSPECTION

### Particulars

C. The parties are:

- i. **Contractor:** Les Downes on behalf of Interfacepm Ltd trading as Betta Inspect It (For the avoidance of doubt, the client is NOT engaging the individual inspector undertaking the inspection or the Contractor's licensor, Betta NZ Ltd).
- ii. **Client:** Liston Dsouza being the person(s) who has/have accepted these terms and conditions.

**The Contractor and the Client agree that the Contractor will supply the Works subject to the following terms and conditions:**

### 1. Definitions

- 1.1. 'Contractor' shall mean the Contractor named in the above Particulars at clause C i as a party to these terms and conditions, its successors and assigns.
- 1.2. 'Client' shall mean the person(s) and/or legal entity and/or entities named or otherwise described in the above Particulars at clause C ii above as a party to these terms and conditions.
- 1.3. 'Works' shall mean the Works described in the confirmation and invoice provided by the Contractor to the Client save that:
  - 1.3.1. In respect of any building inspection and related Report to be supplied by the Contractor to the Client the scope of the Works is defined in clause 10 below.
  - 1.3.2. In respect of any Methamphetamine sampling and related Report to be supplied by the Contractor to the Client the scope of works is defined in clause 11 below.
- 1.4. 'Fee' shall mean, subject to clause 2, the price payable for the Works specified in the above Particulars at clause B (of your signed terms and conditions) inclusive of GST, if any.
- 1.5. 'Report' shall mean any written Report supplied by the Contractor to the Client as part of the Works.

### 2. Price & Payment

- 2.1. Unless otherwise agreed in writing, the Client shall pay the Fee prior to the release of the Report or before the date that the Contractor commences the Works.
- 2.2. The Contractor reserves the right to change the Fee in the event of any variation from the plan of scheduled Work or specifications including, but not limited to, any revisit in terms of clause 12.3, or any variation as a result of additional Work required due to hidden or unidentifiable difficulties beyond the reasonable control of the Contractor. The Contractor will advise the Client of any change to the Fee in writing.

### 3. Time of Supply

- 3.1. The Works shall be supplied at approximately the date(s) and time(s) agreed by the Contractor and the Client. However, while the Contractor will make a reasonable effort to supply the Works at the date(s) and time(s) agreed, the Contractor reserves the right to vary the date(s) and time(s) that the Works are supplied at its absolute discretion.

### 4. Consumer Guarantees Act

- 4.1. These terms and conditions are subject to the Consumer Guarantees Act 1993 ("the Act"). To the extent that these terms and conditions apply to a 'Consumer' as defined by the Act, and are inconsistent with the Act, the provisions of the Act shall prevail.
- 4.2. If the Client is acquiring or otherwise being supplied with Works for the purpose(s) of a trade or business, the Client acknowledges that the provisions of the Act do not apply to the supply of those Works by the Contractor to the Client.

### 5. Intellectual Property and Confidentiality

- 5.1. The Works, including without limitation, the Report, is confidential and has been prepared solely for the Client and shall not be relied on by any third parties. The Contractor accepts no responsibility for anything done by any third party in reliance, whether wholly or in part, on any of the Works including, without limitation, the contents of the Report.
- 5.2. The Contractor retains copyright in any written designs, drawings, specifications, processes, reports and any other documents created as part of, or for the purpose of performing, the Works. The Report, in whole or in part, may not be copied, reproduced or translated in any medium by the Client and shall not be supplied by the Client to any third parties other than the Client's professional advisers. For the avoidance of doubt, the Contractor may reproduce and sell to a third party a copy of the Report provided that all personal information of the Client shall be removed from such copy.

### 6. Default

- 6.1. Interest on any unpaid Fee, or part thereof, shall accrue daily from the date when payment of the Fee becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month, calculated daily, after as well as before any judgment.
- 6.2. If the Client defaults in payment of any Fee, or part thereof, when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including, without limitation, legal costs on a solicitor and client basis and any debt collection agency costs.
- 6.3. Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including the obligation to pay the Fee), the Contractor may, at its election, suspend or terminate the supply of Works to the Client and any of its other obligations under the terms and conditions. For the avoidance of doubt, the Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

### 7. Cancellation

- 7.1. The Contractor may, at will, cancel any contract to which these terms and conditions apply at any time before the Works are supplied by giving written notice to the Client. On giving such notice under this clause, the Contractor shall repay to the Client any sums paid in respect of the Fee. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 7.2. In the event that the Client cancels any contract to which these terms and conditions apply, the Client shall be liable for a cancellation fee equal to the full Fee, unless twenty four hours written notice of cancellation is given.

### 8. Privacy Act 2020

8.1. The Client authorises the Contractor to collect, retain, use and disclose any personal information about the Client for the following purposes (in addition to any purposes otherwise authorised by law):

- 8.1.1. Enabling the Contractor to perform its obligations pursuant to any contract (including these terms and conditions) with the Client;
  - 8.1.2. Administering, whether directly or indirectly, any contract (including without limitation, these terms and conditions) with the Client and enforcing the Contractor's rights thereunder;
  - 8.1.3. Enabling the Contractor to communicate with the Client for any purpose.
- 8.2. The Client, if an individual, has a right of access to the Client's personal information held by the Contractor. The Client may request correction of that information and may require that the request be stored with that information. The Contractor may charge reasonable costs in providing access to that information.

### 9. Inspectors have no personal interest

9.1. The Contractor warrants that its inspectors have no interest, present or contemplated, in the subject building.

### 10. Scope of Works - Building Inspection and Report

- 10.1. Clause 10 (including its subclauses) defines the scope of the Works for any building inspection and Report supplied by the Contractor to the Client.
- 10.2. Any Report supplied by the Contractor will comply with NZS 4306:2005 or its successors. The Report is based on an "exceptions or information basis" i.e. listing only significant defects.
- 10.3. The Report is, subject to these terms and conditions including the limitations contained herein, based on an overall visual and non-invasive assessment, as at the date of inspection, of nine (9) areas of the building and surrounds which is the subject of the Contractor's inspection: Exterior roof, roof space, external wall cladding, foundation and subfloor, plumbing system, electrical system, weathertightness, site improvements, pest and potential hazard, and interior elements.
- 10.4. The Contractor will not carry out any destructive testing, or move any furniture or appliances. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. All components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect (such as, for example, plumbing, drainage, heating, framing, ventilation, insulation or wiring) are excluded from the Contractor's inspection and from the Report.
- 10.5. The Report is not an all encompassing report detailing every minor defect or minor outstanding maintenance issue. The inspection and the Report are not intended to be technically comprehensive, or to imply that every component was inspected, or that every possible defect was discovered. The Report does not comment on the condition of a particular building element but rather rates the overall concern level. For example, if there are rotten weatherboards over the entire south wall of a building the level of concern is likely to be high (red) whereas if the property has a few weatherboards that require minor filling the concern level is likely to be low (green).
- 10.6. The Report is intended only as a general guide to help the Client evaluate the overall condition of the building.
- 10.7. The Report is not intended to be a warranty or guarantee of the current or future adequacy or performance of the building, its structure, systems, or their component parts.
- 10.8. The Report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the building and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.
- 10.9. The Report is not:
  - 10.9.1. An electrical report;
  - 10.9.2. A plumbing report;
  - 10.9.3. A gas report;
  - 10.9.4. An appliances report;
  - 10.9.5. A geological or geotechnical report (including, without limitation, any such report on foundation integrity or soil conditions);
  - 10.9.6. A structural engineering report;
  - 10.9.7. A survey report (including, without limitation, any such report regarding boundaries);
  - 10.9.8. A comprehensive weathertightness report;
  - 10.9.9. An earthquake or other natural disaster damage assessment;
  - 10.9.10. A code of compliance report or certificate; or Safe & Sanitary report or certificate;
  - 10.9.11. A property valuation;
  - 10.9.12. A building warrant of fitness report or certificate.
- 10.10. Excluded from the Report are the following matters:

Geological stability, soil conditions, structural stability, electromagnetic radiation, environmental hazards, building codes, zoning ordinance violations, engineering analysis, water or air contaminants of any kind, toxic moulds, termites or other infestations, asbestos, formaldehyde, rotting (non visual), detached buildings, sheds, swimming pools and spas and related piping, private water systems, septic systems, sauna, specialized electronic controls of any kind, elevators, dumb waiters, water softener and purification systems, solar systems, internal system components, system adequacy or efficiency, prediction of life expectancy of any item or system, latent or concealed defects, appraisal of property value, repair estimates, playground equipment, efficiency measurement of insulation, lead paint, toxic or flammable materials, heating and cooling equipment including heat pumps and fireplaces, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality and quantity), intercoms, security systems, heat sensors, liquefaction zones or flooding plains, neighbourhood amenity issues such as noise and traffic and flight paths, common areas (including roof, foundations or site improvements), legal title including covenants, planning and resource consent issues.



long term maintenance planning, rental property tenancy inspections, heritage obligations, areas where reasonable access as defined by these terms and conditions is not provided to the Contractor, compliance with body corporate rules, compliance with any other governmental or non-governmental code or plan or statute or regulation, legal boundaries or other surveying issues, any component or system or item not specifically identified in the Report as having been inspected, and a full and comprehensive weathertightness investigation.

10.11. Non-invasive moisture readings will be taken by the Contractor at random. For the avoidance of doubt, the Client acknowledges that any building that suffers from rotting, leaky home syndrome and/or toxic mould is not covered by the Contractor's inspection and Report. The Client further acknowledges the Contractor's recommendation to obtain a full weathertightness investigation and report from a suitably qualified weathertightness professional.

10.12. For multi-unit properties, the Contractor will inspect and assess only the condition of the interior and accessible parts of the immediate exterior of the particular unit. For the avoidance of doubt, for multi-unit properties the Report will not include comment, advice and/or other statements in relation to common areas including any roof, foundation, site improvements and/or accessory units.

#### **11. Scope of Work - Methamphetamine Sampling**

11.1. Clause 11 (including its subclauses) defines the scope of Works for any methamphetamine sampling supplied by the Contractor to the Client.

11.2. The Contractor will obtain random samples from the subject building. Those samples will be forwarded to an IANZ laboratory, Hill Laboratories - R J Hill Laboratories Limited ("RJH"). RJH shall process the samples and produce an independent lab report. The Contractor shall supply a report to the Client.

11.3. The Client acknowledges that the random samples collected by the Contractor at the subject building may not be representative of the presence or absence of methamphetamine throughout the entire building or other areas of the building where samples have not been collected.

11.4. The sample collection by the Contractor and the Report produced is not a guarantee or warranty of the presence or absence of methamphetamine in the building, its structures, systems, or component parts.

11.5. The sample collection by the Contractor and the Report produced does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the building and it should not be relied upon as such.

11.6. The Client acknowledges that:

11.6.1. Clause 10.9 applies with the addition that the Report is not a building inspection report;

11.6.2. Clause 10.10 applies with the addition that excluded from the Report is a building inspection.

11.7. For multi-unit properties, the Contractor will collect samples from the particular subject unit only.

#### **12. Reasonable Access**

12.1. The Client will ensure that the Contractor is legally entitled to have reasonable and unobstructed access to the building that is the subject of the Works including, without limitation, the roof cavity and foundation spaces.

12.2. Reasonable access is access that is safe, unobstructed and for sub-floor inspection, safe access is a minimum clearance of a 450 x 400mm opening access door and a minimum crawl space of 500mm vertical clearance from the sub floor area. For the roof cavity those areas that can be safely accessed from a 3.6m ladder and a minimum crawl space of 610 x 610mm and a 500 x 400mm opening access door. Exterior roofs can be safely accessed from a 3.6 m ladder (or if the safe conditions are not available, the area can be subject to a visual inspection only subject to reasonable visibility from the ground).

12.3. In the event that the Contractor is required to re-visit a building because access was not gained at the agreed time of inspection, the Client shall be liable for a futile fee equal to the full fee.

12.4. The contractor does not deem the roof space or sub floor a confined space.

12.5. The contractor reserves the right to charge a one off fee to cover specific PPE (personal protective equipment).

#### **13. Limitation of Liability**

13.1. For the purpose of this clauses 13.2 and 13.3 the Contractor includes and extends to the Contractor, the Contractor's directors, the Contractor's employees, the Contractor's representatives, the Contractor's contractors, the Contractor's licensor (Betta NZ Ltd), the Contractor's licensor's directors, RJH and/or the Contractor's agents.

13.2. Notwithstanding anything in these terms and conditions or at law or in equity to the contrary but subject to the Contractor's obligations under the Consumer Guarantees Act (if applicable):

13.2.1. The Contractor will not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

- (i) Any breach of these terms and conditions by the Contractor;
- (ii) The Works including, without limitation, any inspection undertaken and Report published and supplied by the Contractor to the Client;
- (iii) The use of the Works;
- (iv) Any failure of the Works to meet reasonable industry standards for any reason whatsoever (including, without limitation, negligence);

13.2.2. The Contractor's liability in relation to these terms and conditions and all related matters (whether arising under contract, tort (including negligence) equity or otherwise) will be limited to, at the Contractor's election, to the Price multiplied by four or remedying any defect in the Works caused by the Contractor's breach of obligation; and

13.2.3. The Client indemnifies the Contractor against all and any claim(s) by any third party for losses, including legal costs on a solicitor and client basis, (whether arising under tort (including negligence) equity or otherwise) arising from:

- (i) Any act of, or omission by, the Contractor in its performance of these terms and conditions; and/or
- (ii) Any act of, or omission by, the Client in its performance of these terms and conditions.

13.3. Without limiting clauses 13.1 and 13.2, the Client acknowledges that because the following matters are outside the scope of the Works, and for the avoidance of doubt:

13.3.1. The Contractor shall not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

- (i) The ingress of water into a building or structure and any physical loss or damage to the building or structure arising directly or indirectly, in whole or in part, from the ingress of water;
- (ii) Rot or other gradual deterioration of a building or structure arising directly or indirectly, in whole or in part, from the ingress of water;
- (iii) Fungus, mould, mildew, yeast, rot or decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms in any building structure or any spore or toxin produced;
- (iv) Any costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of, or in any way responding to or assessing the effects of fungus, mould, mildew, yeast, rot or decay, gradual deterioration, microorganisms, bacteria, protozoa or any similar or like forms, in any building or structure; and/or
- (v) The failure of any building to meet or conform to the requirements of the Building Act and the Building Code in relation to external water, moisture, durability, liquefaction, ground movement or erosion.

#### **14. General**

14.1. Any provision of these terms and conditions that is binding on more than one party will bind such parties jointly and severally.

14.2. The failure of or delay by the Contractor in requiring performance of any obligation of the Client pursuant to these terms and conditions is not a waiver of the Contractor's right:

14.2.1. to claim damages and/or an indemnity for breach of that obligation; and

14.2.2. to require performance of that or any other obligation under these terms and conditions at any time, unless notice to that effect is given in writing signed by the party entitled to the benefit of that provision or right. Any waiver given in accordance with this clause is effective only to the extent expressly set out in such notice.

14.3. These terms and conditions record the entire arrangement between the parties relating to the matters dealt with in the terms and conditions and supersedes all previous arrangements, whether written, oral, or both, relating to such matters.

14.4. If any provision of these terms and conditions is or becomes invalid or unenforceable, that provision will be deemed deleted from the terms and conditions and such invalidity or unenforceability will not affect the other provisions of the terms and conditions, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.

14.5. No variation or amendment to these terms and conditions is effective unless it is in writing and signed by all the parties.

14.6. The Client may not transfer or assign any of the Client's liabilities or rights under the terms and conditions to any other person without the prior written consent of the Contractor.

The Contractor may transfer or assign any of its liabilities or rights under the terms and conditions to any other person.

14.7. The terms and conditions will be binding against and for the benefit of each party, its permitted successors and its permitted assigns. Except as expressly provided for in these terms and conditions, a person who is not a party to these terms and conditions will have no rights or remedies under the terms and conditions, including under the Contracts (Privity) Act 1982, to enforce any of its terms.

14.8. The Client acknowledges that the Client has entered into these terms and conditions relying on the Client's own judgement and that the Client has not entered into the terms and conditions relying upon any representation (express or implied) made by the Contractor.

14.9. The Client warrants that the Client is legally entitled to enter into the terms and conditions.

14.10. These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these terms and conditions and the agreement they record.