



**HOUSE PRE-PURCHASE INSPECTIONS**

## House Inspection



**Client Name** Roseleigh Hood

**Client Address** 25B Rehia Rd, Massey

JOB NUMBER: 0193

INSPECTION DATE: 24/09/2018

INSPECTION TYPE: Written Pre-Purchase inspection.

INSPECTOR: Cameron Walker

QUALIFICATIONS: Licensed Building Practitioner, Diploma Carpentry Lv4, BA

OBJECTIVE: To inform the client of any faults and or issues arising from the inspection and to give an overview of the building.



## HOUSE PRE-PURCHASE INSPECTIONS

# Overview

This is a two-level home situated on a shared site. With three bedrooms and two bathrooms, the home faces a Northern direction.

We have inspected the home for major structural faults and moisture tested around external penetrations and major plumbing areas.

On the date of the inspection the weather had rainy periods with light winds from a Northern direction.

The main features of the home are listed below : –

**Handheld moisture reading key** -Use this key to translate moisture meter readings to percentages

<b>Low range: 0 – 80 = (0%-20% moisture)</b>	<i>In most case moisture in this range is acceptable but we will advise in some cases</i>
<b>Mid range: 80- 120 = (20%- 40% moisture)</b>	<i>At this range there will be concerns and investigations required</i>
<b>High range 120-199= (40%-100% moisture)</b>	<i>At this range we would expect visible or hidden damage and immediate action required</i>

CONSTRUCTION TYPE	CONDITION	NOTES
Timber Framed	Good	No issues detected during inspection



## HOUSE PRE-PURCHASE INSPECTIONS

FEATURE	DESCRIPTION	OVERALL CONDITION
<b>Approximate Age</b>	2004 to present	Refer to 'General comments based on age' at the base of this report for notes.
<b>Foundations</b>	Timber Piles in Concrete foundations	Good, no issues detected during the inspection
<b>Cladding System</b>	Vinyl weatherboard Sheets	Average, needed a clean and some of the jointers were either broken or missing
<b>Roof System</b>	Pressed metal tile sheets	Average, roof looked to be performing overall but it did need a clean
<b>External Joinery</b>	Aluminium	Good, looked to be performing well
<b>Decks &amp;/or Patios</b>	Open Timber Frame	Good, no issues detected
<b>Detached Buildings</b>	n/a	
<b>Site Drainage</b>	n/a	
<b>Special Features</b>	n/a	



**HOUSE PRE-PURCHASE INSPECTIONS**

# EXTERNAL INSPECTION

## FOUNDATIONS & SUBFLOOR

**Foundation type: Timber piles in concrete footings**

<b>Condition</b>	good
<b>Attributes and or possible defects</b>	none
<b>Location of access hatch and its condition</b>	Side of house
<b>Adequate ground clearance</b>	Yes
<b>Adequate fixing on piles, bearers and joists</b>	Yes
<b>Flooring Type</b>	Particle Board
<b>Signs of movement</b>	No
<b>Ground moisture concerns</b>	No
<b>Adequate ventilation</b>	Yes
<b>Is the area free of debris?</b>	Yes
<b>Borer Concerns</b>	No
<b>Adequate insulation</b>	No
<b>Sub floor cladding condition</b>	Yes
<b>Protection from vermin</b>	No
<b>Electrical and plumbing concerns</b>	No



## HOUSE PRE-PURCHASE INSPECTIONS

### EXTERNAL & LANDSCAPING

#### Driveway

	Condition	Notes
Cracking	good	
Drainage	good	
Moss and Mould	good	No issues detected

#### Drainage

	Condition	Notes
External Drains in Place	no	
Slope of Site	steep	
Signs of pooling	no	No issues detected

#### External areas

	Condition	Notes
Paths and Patios :	good	
Fencing :	good	
Orientation of Living Space :	Northern	
Site Overview :		Long shared driveway with carport in front of house, steep section at back with waste pipe running through section well above ground, looks like a mains sewer pipe

#### Retaining Walls :

Name: Top Retaining Wall

Type of Retaining Wall : Timber Pole

	Condition	Notes
Overall Condition	good	
Signs of Structural Failure	No	
Drainage in place	Yes	



## HOUSE PRE-PURCHASE INSPECTIONS

### EXTERNAL CLADDING

#### Cladding Name: Vinyl Weatherboard Sheeting

Cladding Type : Timber weatherboards

Cladding Component	Condition	Notes
Cladding Condition	average	Some jointers were missing with some damaged, needed a clean but overall cleaning
Sealing or flashing of penetrations	good	
Trims, scribes and facing condition	good	
Signs of movement / subsidence	no	
Paint or stain coverage	good	
Ground clearance	good	
Fixings	good	
Cavity System	average	none in line with age of structure Top Deck
Rust concerns	no	



## HOUSE PRE-PURCHASE INSPECTIONS

### EXTERNAL JOINERY

Type of Joinery : aluminium

Condition of Joinery : good

Attributes/Defects	Condition	Notes
Flashings	good	Overall windows looked to be performing with no issues detected
External paint and seals	good	
Glazing and glazing seals	good	
Internal moisture	good	
Operation condition	good	
Other notes	none	

Aluminium joinery was considered to be maintenance-free, although this was not strictly true.

Aluminium was typically anodised with polished or satin, silver or bronze finishes. Aluminium joinery was generally installed without facing boards to maintain a slim frame appearance.

Early aluminium windows and sliding doors did not incorporate effective condensation drainage and had Rimu reveals.

Around the mid-1970s there was a shift from reveals trimmed with architraves to the wider slimline reveal where the plasterboard lining was fitted into a groove in the back of the reveal.

In 1976, MDF reveals began to be used, however they showed early deterioration if they became damp, and their use largely ceased in the early 1980s.

From the 1990's to the present day external joinery has continued with similar design but installation techniques and installation details are always improving. There has been one major change with the recent requirement for double glazing.

With aluminium joinery we would expect to find the internal moisture low moisture readings of around 10%-25% in areas on the bottom window sill close to the gazing! This slightly raised moisture is normally due to condensation and high humidity in the area, this moisture should dissipate to below the acceptable 20% threshold on the outside of the Timber Jamb and should be well below this 20% in the surrounding walls &/or ceiling and floor. **(GOOD)** If moisture levels move into the mid-range close to the glass or extends to the outer edge of the timber jamb reveal this may point to a failure in an external seal, flashing or more common is due to age a failure in the internal aluminium mitre join seal. **(AVERAGE)** In the worst-case moisture may have spread to the high range in the timber jamb reveal and/or spread to the surrounding walls, ceiling or floor **(POOR)**.

Note:- If internal moisture has been caused by the failure of the internal aluminium mitre seals it may require the removal of the window and the timber jambs to access the joins to repair.



## HOUSE PRE-PURCHASE INSPECTIONS

### ROOF, FASCIA & EAVES

#### Roofing Type: Pressed Metal Tile Roofing

Roofing Component	Condition	Notes
Roofing Condition	average	Roof was weathered and worn in many places. Moss and mould growing in many areas and there were many dents from people climbing on roof in past
Paint Coverage	poor	Heavy wear
Rust Concerns	No	
Roof Fixings	average	
Roof Flashings	average	
Roof Penetrations	good	
Signs of internal moisture	No	

Checking the condition of the roofing.

Especially check the condition of the laps of corrugated roofs and the joints in pan roofing.

If it is in good, well maintained condition it will not need to be replaced. Careful surface preparation, the application of rust treatment and a good quality paint system can prolong the life of a metal roof. However, for metal roofs, particularly those in coastal locations, the original 1970s roof cladding may be nearing the end of its serviceable life.

Replacement roofing options include pre-painted or unpainted long-run Zinc/aluminium alloy coated steel, profiled aluminium roofing, or a pressed metal tile. Manufacturers may recommend a higher performance metal roofing product in coastal situations. If roofing is to be replaced, the roofing underlay (unless in as-new condition) should also be replaced.

The early pressed metal tiled roofs tended to lose stone chips over time (Figure 1). If this has occurred but the roof is otherwise still in good condition, the roof can be resurfaced with stone chips or paint. This should be carried out by a professional. Some pressed metal tiles deform easily and can be damaged when, for example, television dishes are installed on the roof. Repair or replacement may be required.





## HOUSE PRE-PURCHASE INSPECTIONS

### SPECIAL ROOF COMPONENTS

Roof Component	Condition	Notes
Soffits/Eaves	good	Performing
Gable Ends	n/a	
Parapets	n/a	
Dorma Roofs	n/a	

### FASCIA

Fascia Type	Condition	Notes
metal	good	

### SPOUTING & DOWNPIPES

Spouting Type	Condition	Notes
P.V.C (Polyvinyl Chloride)	good	
Metal	good	
Copper	n/a	
Asbestos	n/a	

### Breakdown of components:

Leaking from Joints?	Yes
Cleaning Required?	No
Loose Fixings?	No
Holding Water?	No
Overflows Present?	No
Internal gutter system :	No



## HOUSE PRE-PURCHASE INSPECTIONS

### DECK(S)

#### Deck Name: Top Deck

<b>Deck Construction Type</b>	Open Timber Frame
<b>Attributes and/or possible defects</b>	good

#### Deck Name: Bottom Deck

<b>Deck Construction Type</b>	Open Timber Frame
<b>Attributes and/or possible defects</b>	good

A definition of an open timber deck is where water can freely pass through the deck generally onto the ground but sometimes to an underlying roof system.

We will check for structural issues and advise on its performance as depending on the age different standards and techniques where used.

Our main concerns is whether the deck has been connected to the home and how this has been done, if the deck is bolted to the cladding there is a high chance for 'floor clearance' concerns where moisture can be held against the home and transfer into the wall, It is recommended to remove the deck away from the home, but in most cases flashings area the most cost effective method to protect these areas.



**HOUSE PRE-PURCHASE INSPECTIONS**

# INTERNAL INSPECTION

## GENERAL

Internal System	Material	Condition	Notes
Ceiling	Plaster board	good	
Wall Linings	Plaster board	good	
Floor Coverings	Tiles	good	
	Carpet	average	
	Timber	n/a	
	Vinyl	n/a	

### Electrical (visual inspection)

*A full electrical inspection requires a special purpose property report carried out by a registered electrician*

**Meter Box Condition :** good  
**Visual condition of fittings:** good  
**Concerns :** none

### Hot Water System

*We have inspected the hot water system for any visible issues only. Not tested.*

**Type of hot water system :** Gas  
**Location :** ceiling  
**Concerns :** none

### Other Internal Systems

*These systems have not been inspected.*

**Fire warning and control systems/ smoke alarms:** adequate

**Central Vacuum :** No

**Ventilation :** Yes

**Security System :** Yes

**Gas :** Yes

**Rainwater collection system :** No

(Attenuation tanks)

**Waste Water treatment system :** No

**Solar heating :** No

**Sun shading systems :** No



## HOUSE PRE-PURCHASE INSPECTIONS

### ROOM BY ROOM

#### Kitchen/Laundry

Name of Room : **Kitchen**

	Notes
<b>Location</b>	Off living Room
<b>Benchtop Type</b> Formica	<b>Condition:</b> good
<b>Cabinetry Type</b> MDF	<b>Condition:</b> good
<b>Plumbing Moisture Concerns?</b>	No
<b>Air Extractor System?</b>	Yes
<b>Floor coverings</b>	tiles



## HOUSE PRE-PURCHASE INSPECTIONS

Name of Room : **Laundry**

	Notes
<b>Location</b>	Off Hallway
<b>Benchtop Type</b>	Condition:
<b>Cabinetry Type</b>	Condition: Tub Fitted
<b>Plumbing Moisture Concerns?</b>	No
<b>Air Extractor System?</b>	Yes
<b>Floor coverings</b>	tiles



## HOUSE PRE-PURCHASE INSPECTIONS

### Bathroom/Ensuite

Name of Room : **Bathroom**

	Notes
<b>Location</b>	Off Hallway
<b>Shower Type</b>	good
<b>Vanity</b>	good
<b>Bath</b>	good
<b>Toilet</b>	good
<b>Bidet</b>	n/a
<b>Air Extractor System?</b>	Yes
<b>Floor coverings Tiles</b>	good

Name of Room : **Ensuite**

	Notes
<b>Location</b>	Off Master
<b>Shower Type acrylic</b>	good
<b>Vanity</b>	good
<b>Bath</b>	n/a
<b>Toilet</b>	good
<b>Bidet</b>	n/a
<b>Air Extractor System?</b>	yes
<b>Floor coverings tiles</b>	good



## HOUSE PRE-PURCHASE INSPECTIONS

### Other Rooms

**Name of Room :** Dining Room

Overall Condition	Attributes and Defects	Floor Covering
good		carpet

#### Room Joinery

	Result	Further Details
Signs of condensation?	No	
Mould present?	No	
Internal Moisture?	No	Reading: good

**Name of Room :** Living Room

Overall Condition	Attributes and Defects	Floor Covering
good		carpet

#### Room Joinery

	Result	Further Details
Signs of condensation?	No	
Mould present?	No	
Internal Moisture?	No	Reading: good

**Name of Room :** Bedroom 1, Left off hall

Overall Condition	Attributes and Defects	Floor Covering
good		carpet

#### Room Joinery

	Result	Further Details
Signs of condensation?	No	
Mould present?	No	
Internal Moisture?	No	Reading: good



## HOUSE PRE-PURCHASE INSPECTIONS

**Name of Room :** Master Bedroom, End Left

Overall Condition	Attributes and Defects	Floor Covering
good		carpet

### Room Joinery

	Result	Further Details
Signs of condensation?	No	
Mould present?	No	
Internal Moisture?	No	Reading: good

**Name of Room :** Bedroom 3

Overall Condition	Attributes and Defects	Floor Covering
good		carpet

### Room Joinery

	Result	Further Details
Signs of condensation?	No	
Mould present?	No	
Internal Moisture?	No	Reading: good





## HOUSE PRE-PURCHASE INSPECTIONS

### INTERNAL ROOF CAVITY & INSULATION

The internal roof cavity is accessed through a hatch in the Hallway

We have found it to be in good condition

Insulation is good, pink bats

*From the first July 2019 all rental homes must have ceiling and underfloor insulation where it is reasonably practicable to install. It must comply with the regulations and be safely installed. Wall insulation is not compulsory.*

*Any new, replacement or top-up insulation installed after 1 July 2016 in a rental home must meet the regulations that will apply to all rental homes from 1 July 2019.*

*A landlord who fails to comply with the regulations is committing an unlawful act and may be liable for a penalty of up to \$4,000.*

*The installation or repair of electrically-conductive insulation, known as foil insulation, is banned in all residences including rental homes. Anyone who breaches the ban commits an offence and may be liable to a penalty of up to \$200,000.*

***Do not touch foil insulation without turning off the power at the mains first as there is an electrocution risk. If you have any doubts, contact a qualified electrician.***



**HOUSE PRE-PURCHASE INSPECTIONS**

## CONCERNS

- The roof needs a clean and the paint is looking worn and weathered
- Some of the jointers for the imitation weatherboards are missing or damaged



**HOUSE PRE-PURCHASE INSPECTIONS**

## IMAGES OF CONCERNS

### Roof 1



Blue arrow – Dirty with moss and mould growing, needs a clean



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**Roof 2**



Blue arrow – Moss and mould growing



**HOUSE PRE-PURCHASE INSPECTIONS**

**Roof 3**



Blue arrow – Dirty



**HOUSE PRE-PURCHASE INSPECTIONS**

**Side 1**



**Broken Jointer**



**HOUSE PRE-PURCHASE INSPECTIONS**

**Side 2**



Blue arrow – Missing jointer



**HOUSE PRE-PURCHASE INSPECTIONS**

**Deck 1**

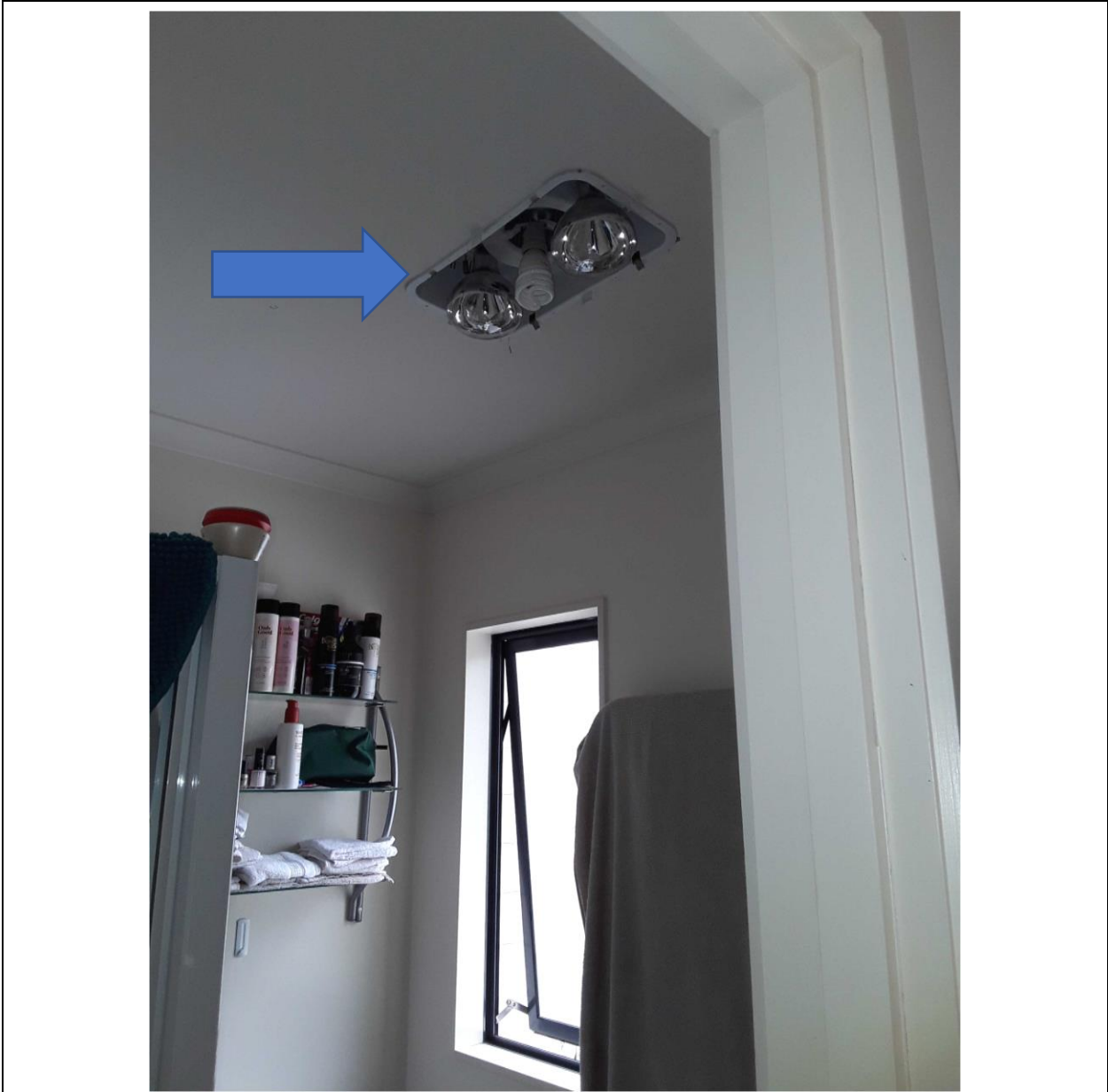


Blue arrow – Slimy down pipe





**HOUSE PRE-PURCHASE INSPECTIONS**



Blue arrow – Broken light mount



## HOUSE PRE-PURCHASE INSPECTIONS

### RECOMMENDATIONS

Contact local authority and uplift L.I.M. report.  
Also check council records to ensure all work has been approved.

### GENERAL COMMENTS BASED ON APPROXIMATE AGE

#### 2004- present day

The Building Industry Authority commenced their investigations into the causes of “leaky homes” in 2002 and by 2003 as a result of a major inquiry and report, a new Building Act (2004) was proposed. At the same time a new Department of Building and Housing was to be established to manage new standards for design, materials and construction methods.

The Department of Building and Housing (known as the 'DBH') is now responsible for the management, review and maintenance of the Building Code and issues related to the Building Act 2004. Their web site is [www.dbh.govt.nz](http://www.dbh.govt.nz).

[With a home built in this period we will be looking at the quality of the workmanship, any failure in the homes systems, moisture issues from major accessible plumbing areas and external penetrations, design features and also at the risk factors in regard to weathertightness and expected maintenance.](#)



## HOUSE PRE-PURCHASE INSPECTIONS

### WHAT IS THE SCOPE OF HPPI INSPECTIONS?

As advised we at HPPI follow the guidelines of the New Zealand standard 4306:2005.

We use our experience in the New Zealand residential construction market to provide a “visual and non-invasive” inspection reporting on:

- The properties attributes,
- Significant defects,
- Gradual deterioration,
- And any significant maintenance to ensure your home performs into the future!
- Weather tightness risk as set out by the NZS 3604

The following areas will be included in the inspection report:

- Site, Subfloor, Exterior, Roof, roof space (interior), Interior, and Services.

Also other ancillary spaces, common areas and other buildings or accessory units will be identified in the report. *(Note these areas will only be inspected if a special request is made)*

### WHAT IS EXCLUDED FROM A STANDARD HPPI INSPECTION?

The report will not normally include any of the following unless a special requested is made; Footings inspections, Plumbing inspection, electrical inspection, concealed drainage inspection, inspections on pools or saunas, the operation of fireplace or chimneys, intercom operation, appliance operation, structural stability, hazards or hot water cylinders.

Also the report will not include any of the following;

- Legal title issues,
- Building warrant of fitness or services described on a compliance schedule,
- Planning or resource consent issues,
- Consent issues (although any possible issues may be notified if picked up),
- Long term maintenance planning,
- Heritage obligations
- Body corporate rules, terms of cross lease or occupation agreements.

Our inspectors will inspect all areas of the building that are reasonably accessible! For example;

- If there is an access hatch available to the roof space at least 450mm x 450mm that is not blocked, has a crawl space of at least 600mm x 600mm and is accessible from a standard 3.6 meter ladder.

-If there is access to the subfloor of at least 500mm x 400mm and a clearance of at least 400mm.

-For roof inspections the roof height needs to be accessible from a 3.6m ladder

*Note- access is also limited to the safety requirements of OSH*



**HOUSE PRE-PURCHASE INSPECTIONS**

# TERMS AND CONDITIONS

applicable to inspection reports prepared by  
**House Pre-Purchase Inspections Ltd.**  
From here on referred to as HPPI

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

## THE PURCHASER AGREES

The purchaser agrees that the written Inspection report remains the property of HPPI. If another party requests a report on the same property HPPI can on sell the report at its discretion. You the purchaser of the report receive your own personalized copy of the written inspection report and agree it is view only and cannot be passed on or re-sold to any other party.

## REFUND POLICY

Once the report has been viewed there is no refund. The client should decide prior to purchasing an inspection report as we do not give a refund if they change their mind. If the purchaser has paid for the report and he or she has difficulty viewing the report on their device other arrangements can be made by contacting HPPI. The report can be emailed or posted if required. The client not being happy with the contents of the report is not grounds for a refund. We will meet our Obligations under the Consumer Guarantees Act. Note if a refund is given the said report cannot be used by the client or any other entity.

## PURPOSE OF INSPECTION AND SCOPE

The inspection report prepared by HPPI 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 building or dwelling to which the Inspection Report relates ("building"). The Inspection Report has been prepared to provide general comments on the condition of the components of the building 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, comprehensive weather-tightness inspection or form of guarantee or warranty as to the fitness of the building. If the Client requires a structural survey, engineer's report, weather-tightness inspection or other inspection form a third party specialist, HPPI can assist with arranging such specialist third party inspection upon request.



## HOUSE PRE-PURCHASE INSPECTIONS

As the purpose of this inspection was to assess the general condition of the building based on a limited visual inspection described below, the inspection may not identify all past, present or future defects. Description in the Inspection Report of systems or appliances relate to the existence of such systems or appliances only and not the adequacy or life expectancy of such systems or appliances. Any area or component of the building 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 HPPI will not detect some faults because the fault only occurs intermittently; part of the building has not been used for a while and the fault usually occurs after regular use (or detection of the fault would only occur after regular use); 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; furnishings are obscuring the fault (see below); HPPI 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 building at the time of the inspection, Inspection Reports are based on a visual above-ground non-invasive inspection using a surface moisture meter. Due to the size, complexity and hidden nature of construction, irregularities and defects may not always be visible at the time of the inspection. HPPI accepts 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 inspection or which relates to the components of the building which are below ground. The Client accepts that the visual inspection is limited to those areas of the building which are reasonably and safely accessible at the time of inspection. HPPI has not opened up, uncovered or dismantled any part of the building as part of the inspection or undertaken any internal inspection of the building. The inspection did not include any of the areas or components which were concealed or closed in behind finished surfaces (such as plumbing, drainage, heating, framing, ventilation, insulation or wiring) or which require the moving of anything which impeded access or limited visibility (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil). HPPI did not move occupier-owned items for the purpose of undertaking the inspection. HPPI is not responsible and the inspection will not cover any part of the building or property to which access is not reasonably and safely available to carry out a visual inspection. This may include roofs, sub floor areas and ceiling cavities. High, constricted or dangerous areas cannot be inspected if in conflict with Occupational Safety and Health Regulations.

Product names, materials and systems are not generalized to help in reading and understanding the Inspection Report. All materials and systems are assumed to be standard typical construction or materials when not able to be fully investigated (whether for the reasons stated above or for any other reason).



## HOUSE PRE-PURCHASE INSPECTIONS

### WEATHER-TIGHTNESS

Unless otherwise stated the inspection did not access compliance with the New Zealand Building Code's, including the code's weather-tightness requirement, or structural aspects.

#### **Compliance with Statute Regulations, Territorial or Other Relevant Authorities**

Unless otherwise stated, HPPI has 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 building. The Inspection Report does not replace and is not intended to replace a council issued Land Information Memorandum or Council file search. HPPI 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. HPPI accepts no responsibility for any error or omission in such information as a result of inaccurate Council records.

HPPI makes no representation that the building 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 Reports is not a site or environmental report and HPPI makes no representation as to the existence of or absence of any "contaminated" (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

HPPI has 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

HPPI does 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 or any part of this Inspection Report or any other report (whether verbal, video 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 persons other than the Client; or distributed or sold, in each case without first obtaining the written approval of HPPI. The Inspection Report is not to be used in any litigation except with the prior written approval of HPPI.



## HPPI'S RESPONSIBILITY

HPPI accepts no liability in relation to the inspection or this Inspection Report to any other person than the Client which this report is addressed too. HPPI will not be held responsible for any damage to the building when not directly the fault of HPPI.

## DISPUTES

Should any dispute arise as a result of the inspection or Inspection Report, it must be submitted to HPPI 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 the dispute, and/or raise any future dispute or claim against HPPI in the event of a claim/dispute regarding damage to a home, the Client will allow HPPI to investigate the claim prior to any repairs to the home being undertaken or completed. The client agrees that if it does not allow HPPI to investigate the claims of damage before repairs are carried out the Client shall be deemed to have waived its rights to continue with and/or make any future claim against HPPI. 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.

## LIMITATIONS OF LIABILITY

Subject to any statutory provisions, if HPPI becomes liable to the Client, for any reason, for any loss, damage, harm or injury in any way connected with the completion of inspection and/or the Inspection Report, HPPI's liability shall be limited to a sum not exceeding the cost of the inspection and the Inspection Report. A&M will not be liable to the Client for any consequential or special loss of whatever nature suffered by the Client or any other persons injured and the Client indemnifies HPPI 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 of 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.