

Safe As Houses Terms & Conditions

1 Definitions

- 1.1 The “Contractor” Safe As Houses Limited and were applicable it’s employees, directors, shareholders representatives, contractors and agents.
- 1.2 The “Client” the person(s) and / or legal entities named or otherwise who have accepted these terms and conditions and / or engaged the Contractor to carry out the Work.
- 1.3 “Works or Work” the works described in the confirmation and invoice provided by the Contractor to the Client provided that:
 - (i) 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 9 below.
 - (ii) 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 10 below.
- 1.4 “Fee” subject to clause 3.1, the price payable for the Works inclusive of GST, if any as notified by the Contractor to the Client.
- 1.5 “Report” any written report supplied by the Contractor to the Client as part of the Works.
- 1.6 “Inspection” any inspection service, or building inspection performed by the Contractor.
- 1.7 “Significant Fault or Defect” a matter which requires substantial repairs or urgent attention and rectification as defined in the New Zealand Standards.
- 1.8 “New Zealand Standards” NZS4306:2005 Residential Property Inspection Standard, NZ 8510-2017 Testing and Decontamination of Meth Contaminated Properties Standard, Residential Tenancies Healthy Homes Standards Regulation 2019 as applicable or their successors.

2 Accordance to New Zealand Standards

- 2.1 Subject to these Terms and Conditions all “Inspections” completed by the Contractor will be carried out in accordance with the New Zealand Standards. The Clients agrees to be bound by the New Zealand Standards.
- 2.2 The Contractor will ensure a qualified person with a relevant industry qualification carries out the Inspection in accordance with the New Zealand Standards and will ensure both the Inspection and the Report comply with and follow the New Zealand Standards
- 2.3 Any Significant Fault or Defect will be addressed in the Report as maintenance or remedial work in the summary.

3 Payment & Default

- 3.1 The Contractor reserves the right to change the Fee in the event of any variation from the plan of scheduled Works or specifications including, but not limited to, any revisit in terms of clause 12.3, or any variation as a result of additional Works 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 prior to commencing any additional work.
- 3.2 Payment of the Fee for the Works is required in full on completion of and prior to the release of the Report to the Client..
- 3.3 Any Fee, or part thereof, not paid by the due date, together with all debt collection costs, shall incur interest charged at a rate of 4.55% per annum, accrued daily, from the date when payment of the Fee becomes due, until the date of payment.
- 3.4 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.
- 3.5 If at any time the Client is in breach of any obligation in these terms and conditions, the Contractor may, cancel or cease the Works and any of its other obligations under these terms and conditions.
- 3.6 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.

4 Cancellation, Re-booking and Refunds

- 4.1 The Contractor may 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 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.
- 4.2 The Client must give written notice of cancellation of no less than 24 hours or 1 working day, whichever comes first, before the Works are scheduled to commence. Failure by the Client to do so will result in the Client being liable for a cancellation fee equal to the full Fee including GST.
- 4.3 In the event the Client has given appropriate notice of cancellation as per clause 4.2, a 90% refund of the Fee will be made by the Contractor no later than 7 working days after the date of the request. The remaining 10% will be retained by the Contractor for administration costs.
- 4.4 The Contractor is not liable in any way for the failure of banks, or other financial systems to refund the Fee in the case of a cancellation.
- 4.5 The Client must give not less than 1 working day's written notice before the Works are scheduled to commence to change or reschedule the agreed details of the Works.

- 4.6 The Contractor will make reasonable efforts to update or reschedule the booking for the Works to suit the Client, however the Contractor does not guarantee any ability to do so.

5 Time of Supply

The Works shall be completed at or close to the agreed date(s) and time(s) between the Client and the Contractor. 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 completed at its reasonable discretion.

6 Consumer Guarantees Act

- 6.1 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 Act, the provisions of the Act shall prevail.
- 6.2 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.

7 Intellectual Property & Confidentiality

- 7.1 The Works and the subsequent 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.
- 7.2 The Contractor retains copyright in any written designs, drawings, specifications, processes, reports (including the Report) 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.

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):
- (i) To allow the Contractor to perform its obligations pursuant to any contract (including these terms and conditions) with the Client;
 - (ii) Administering, directly or indirectly, any contract (including these terms and conditions) with the Client and enforcing the Contractor’s rights;
 - (iii) To allow the Contractor to communicate with the Client.

- 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 Scope of Works – Building Inspection & Report

- 9.1 Any Report supplied by the Contractor will comply with the New Zealand Standards . The Report is based on an "exceptions or information basis," for example, listing only Significant Faults or Defects.
- 9.2 It is the Contractors policy not to give advice verbally. The Client will be provided a written Report. The Contractor shall not be held responsible for any verbal advice given.
- 9.3 The Report is, subject to the terms and conditions including limitations contained herein, based on an overall visual and non-invasive assessment, as at the date of inspection, of 8 areas of the building which is the subject of the Contractor's inspection:
- (i) Exterior roof
 - (ii) Roof space
 - (iii) External wall cladding
 - (iv) Foundation and subfloor
 - (v) Building interior
 - (vi) Weathertightness
 - (vii) Pest and potential hazard
 - (viii) Site
- 9.3 No destructive testing, moving of furniture or appliances, disassembly of equipment, opening of walls will be performed by the Contractor. Any areas or conditions that are concealed, camouflaged or difficult to inspect (such as, plumbing, drainage, heating, framing, ventilation, insulation or wiring) or which required the moving of anything which impeded access or limited liability (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil) are excluded from the Inspection and from the Report.
- 9.4 A non-intrusive moisture meter may be used at random or in identified risk areas; however, these are an aid only and results are regarded as indicative only. The Client agrees that any building that suffers from rotting, leaky home syndrome and / or toxic mould is not covered by the Contractor's inspection and Report.
- Weather Tightness will be considered in both the Inspection and Report, however, it will not be measured against appendix A of the New Zealand Standards or to E2/AS1 of the Building Code, Matrix and Evaluation, as this is subject to a specialist report.
- Where deemed appropriate, the Contractor will recommend a full weathertightness investigation from a suitably qualified weathertightness professional.
- 9.4 The Report is not an all-encompassing report detailing every minor defect or minor outstanding maintenance issue. The Report is not intended to imply that every

- possible item was inspected, or that every defect was identified. The Report rates the overall concern level.
- 9.5 The Report is intended only as a general guide to help the Client evaluate the overall condition of the building. The Report is not intended to reflect property or building value, or advise for or against purchase of any property or building.
- 9.6 The Report is not intended to guarantee the past, present or future building performance, its structure, systems, or their elements.
- 9.7 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.
- 9.8 Inspections of the building systems, including but not limited to plumbing, hot water, electrical systems, air conditioning, appliances or aerials, are outside of the scope of the Report. Any comments included in the Report in relation to those systems are the opinion of the Inspector, who is not a qualified plumber, electrician or gas fitter.
- Furthermore, any area or component of the building or any item or system not specifically identified in this Report as having been inspected is excluded from the scope of the Inspection.
- 9.9 The Report is not:
- (i) An electrical, plumbing or gas report;
 - (ii) A geological or geotechnical report (including any report on foundation integrity or soil conditions);
 - (iii) Any kind of engineering report (including any report on current or future structural aspects);
 - (iv) A survey report (including, any report regarding legal boundaries);
 - (v) A building report (including any report on compliance body corporate rules, council or consents);
 - (vi) An earthquake or other natural disaster damage assessment;
 - (vii) A Safe & Sanitary report or certificate;
 - (viii) A property valuation;
 - (ix) A building warrant of fitness report or certificate; or guarantee of the buildings systems or their component parts
- 9.10 Matters specifically excluded from the Report under the New Zealand Standards include, but are not limited to: electromagnetic radiation, health or environmental hazards, air contaminants, termites or other infestations, presence of formaldehyde, swimming pools and spas and related piping, private water systems, septic systems, sauna, specialized electronic controls, elevators, dumb waiters, water systems, solar systems, prediction of life expectancy of any item or system, latent or concealed defects, playground equipment, efficiency measurement of insulation, lead paint, toxic or flammable materials (including asbestos), heating and cooling equipment (including heat pumps and fireplaces), internal or underground drainage, any systems which are shut down or otherwise secured, water wells (water quality and

quantity), fire detection systems, intercoms, security systems, heat sensors (any comments about these systems are information only and do not represent inspection), neighbourhood amenity issues heritage obligations, compliance with any other governmental or non-governmental code or plan or statute or regulation, and any component or system or item not specifically identified in the Report as having been inspected.

- 9.11 Any opinions expressed regarding adequacy, capacity, or expected life of components are general statements based on information about similar components and occasional variations are to be expected between such estimates and actual experience.
- 9.12 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.

10 Scope of Works – Methamphetamine Sampling

- 10.1 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 (“Hill Labs”). Hill Labs shall process the samples and produce a Report. The Contractor shall supply a Report to the Client.
- 10.2 The Client acknowledges that any samples collected by the Contractor including, methamphetamine and asbestos samples, during the Works, are random samples and may not be representative of the presence or absence of methamphetamine or asbestos throughout the entire building or other areas of the building where samples have not been collected.
- 10.3 Furthermore, samples taken during any Works and the resulting Report, is not a guarantee or warranty of the presence or absence of methamphetamine or asbestos in the building, its structures, systems, or component parts.
- 10.4 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.
- 10.5 For multi-unit properties, the Contractor will collect samples from the particular subject unit only.

11 Reasonable Access

- 11.1 The Client will ensure that the Contractor has reasonable and unobstructed access to the building/s that is the subject of the Works including, but not limited to, the roof cavity and foundations.
- 11.2 Reasonable Access means access that is safe, unobstructed and adheres to the HSWA requirements including:
- (i) Subfloor – A minimum of 450mm x 400mm opening access door and for timber floors a minimum crawl space of 400mm vertical clearance from the

underside of the bearer; for concrete floors a minimum crawl space of 400mm vertical clearance.

- (ii) Roof space – Areas that can be safely accessed from a 3m ladder and a minimum crawl space of 600mm x 600mm with manhole access no smaller than 450mm x 400mm; or other means that meet HSWA requirements.
 - (iii) Exterior roofs can be safely accessed from a 3m 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).
- 11.3 In the event Reasonable Access is not possible, the area must be within the Inspector's unobstructed line of vision to be included in the Report. As per clause 9.3 above, if access is limited due to obstruction of any kind the area or item will not be investigated. This includes but is not limited to, roof cavities, foundations and subfloor.
- 11.4 Where the Contractor is required to re-visit a building because access was not gained at the agreed time of inspection, a further charge based on an hourly rate of \$120 per hour (exclusive of GST), will be added to the Fee.

12 Limitation of Liability

- 12.1 Notwithstanding anything in these terms and conditions and statutory provisions including but not limited to the Consumer Guarantees Act;
- The Contractor will not be liable whether in contract, tort (including negligence) or otherwise 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 and Report published and supplied by the Contractor to the Client;
- The client indemnifies the Contractor in respect of any claim concerning such loss.
- 12.2 Should the Contractor become liable to the Client for any reason (including but not limited to loss, damage, harm, or injury) in any way connected with the Inspection and / or Report, the Contractor's liability shall be limited to a sum not exceeding the cost of the Inspection and the Report.
- 12.3 The Client shall pay all legal costs incurred by the Inspector and / or the Contractor arising from such claims.

13 Use of the Works

- 13.1 Without limiting clause 12.1, the Client acknowledges that because the following matters are outside the scope of the Works, and for the avoidance of doubt:
- The Contractor shall not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:
- (i) Rot, decay or other gradual deterioration of a building or structure arising directly or indirectly, in whole or in part, from the ingress of water;

- (ii) Fungus, mould, mildew, yeast, micro-organisms, bacteria, protozoa or any similar or like forms in any building structure or any spore or toxin produced;
- (iii) Any costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of, or responding to or assessing the effects of fungus, mould, mildew, yeast, asbestos, rot or decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms, in any building or structure; and/or
- (iv) The failure of any building to meet or conform to the requirements of the Building Act and the Building Code including but not limited to, the ingress of water (weathertightness) and external water, moisture, durability, liquefaction, ground movement or erosion and construction.

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:
 - (i) To claim damages and / or an indemnity for breach of that obligation; and
 - (ii) 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 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.
- 14.11 The Contractor has no responsibility or liability for any cost, loss or damage arising from:
- (i) any errors or omissions from information, data or documents not prepared by the Contractor, our employees, or other persons under the direct control of the Contractor;
 - (ii) any outcomes and / or document from any form of sampling or testing;
 - (iii) any act or omission, lack of performance, negligent or fraudulent act by the Client;
 - (iv) any act or omission, lack of performance, negligence or fraud by any consultant, contractor or supplier to the Client, or any of the Client's employees or agents.
- 14.12 The Client accepts that the Contractor may not detect some faults because:
- (i) The fault only occurs intermittently.
 - (ii) Part of the building has not been recently used and detection of the fault would usually occur after regular use.
 - (iii) The type of weather that would normally reveal the fault is not prevailing at, or around, the time of the Works.
 - (iv) The fault has been deliberately concealed.
 - (v) Furnishings are obscuring the fault (see clause 11.4).
 - (vi) Incorrect information has been supplied to the Contractor, by any party including the Client or any other person.
 - (vii) The fault is/was not apparent on a visual Inspection.

15 Conflict of Interest

The Contractor certifies that the Inspector has no current or planned interest in the property or its improvement and will receive no benefits derived from any sales or improvements. To the best knowledge and belief of the Contractor, all statements and information in the Report are true and correct.

16 Disputes

- 16.1 Any dispute that arises as a result of the Works or Report, must be submitted to the Contractor in writing within 5 working days.
- 16.2 The Client shall pay all costs and expenses (including legal costs on a solicitor / Client basis) resulting from any breach of these terms of trade by the Client or the enforcement by the Contractor of these terms of trade.
- 16.3 The Client agrees that upon raising a dispute the contents of the Report may not be used to satisfy any terms of a sale and purchase agreement until the dispute has been resolved.
- 16.4 The Client agrees that if, after raising a dispute, they use the completed Works or Report to make an unconditional offer or confirm a sale and purchase agreement, that they waive all rights to continue with the dispute, and / or raise any future dispute or claim against the Contractor.
- 16.5 For any claim or dispute regarding building damage, the Client will allow the Contractor to investigate the claim prior to any repairs to the building being undertaken or completed. The Client agrees that if you do not allow the Contractor to investigate the claims of damage before any repairs are carried out that the rights to continue with and / or make any future claim against the Contractor is waived.
- 16.6 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 or to ensure the of safety themselves or others.
- 16.7 Any complaints or disputes will be subject to the Contractors internal complaints process.