



Letter of Engagement and Acceptance of our Terms & Conditions

Date Requested:

**CLIENT DETAILS**

Name:  
Address (Current):  
Phone (home):  
Mobile:  
Email Address:

**INSPECTORS NAME:** John Le Prou

**INSPECTION ADDRESS:**

Address of property

**Confirmation date for completing the Building Report.**

Contact:  
Confirmation Date:  
Items of Concern:

**Fee as agreed :**

I have read and agree to the **terms and conditions** (shown below). YES

**Please confirm these details and press "Send to [ABI Ltd](#)" to send letter of engagement and accept the Terms & Conditions.**

**LIMITATIONS AND CONDITIONS:** as per: NZS 4306: 2005, ABI Ltd Terms & Conditions

[Send to IBIS2000] [Start Over]

*Please wait while our server sends your request. This may take a few minutes.*

**PLEASE READ, THANK YOU  
TERMS AND CONDITIONS**

Terms and conditions applicable to inspection reports prepared by

**Absolute Building Inspections Limited (ABI)**

These terms and conditions apply to the inspection undertaken by ABI and the Inspection Report to which these terms and conditions apply. Inspections are undertaken by ABI in accordance with Residential Property Inspection Standard NZS 4306:2005.

**Purpose of Inspection and Scope**

The inspection report prepared by ABI 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, weather tightness inspection or any 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 from a third party specialist, ABI can assist with arranging such specialist third party inspection upon request.

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. Descriptions 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 ABI 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; furnishing are obscuring the fault (see below); ABI has been given incorrect information by the Client, the vendor (if any), the real estate consultant, or another 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 only. Due to the size, complexity and hidden nature of construction, irregularities and defects may not always be visible at the time of the inspection. ABI accepts no responsibility or liability for an omission in the inspection or the Inspection Report related to defects or irregularities which are not reasonably visible at the time of the inspection or which relate to components of the building which are below ground. The Client accepts that the visual inspection is limited to those areas of the building which are reasonably and safely accessible at the time of the inspection. ABI has not opened up, uncovered or dismantled any part of the building part of the inspection or undertaken any internal inspection of the building. The inspection did not include any areas or components which were concealed or closed in behind finished surfaces (such as plumbing, drainage, heating, framing, ventilation, insulation or wiring) or which required the moving of anything which impeded access or limited visibility (such as floor covering, furniture, appliances, personal property, vehicles, vegetation, debris or soil). ABI did not move occupier-owned items for the purpose of undertaking the inspection. ABI is not responsible for inspecting, 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, subfloor 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 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).

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

Unless otherwise stated, ABI has not and will not make any inquiries or undertake any inspection of any third party, territorial or other relevant 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. ABI 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. ABI accepts no responsibility for any error or omission in such information as a result of inaccurate Council records.

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

### **Title and Boundaries**

ABI 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.

### **Safety Access/Subfloor Inspections**

For health and safety, we can only inspect areas of subfloor with minimum clearance from ground to underside of joist of 450mm.

### **Not a Guarantee or Warranty**

ABI 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 Report is not a guarantee or warranty as to the state of the building.



### **Publication and Use**

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

### **ABI's Responsibility**

ABI accepts no liability in relation to the inspection or the Inspection Report to any person other than the Client. ABI will not be held responsible for any damage to the building arising from ABI's inspection.

### **Disputes**

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

### **Limitation of Liability**

Directors and employees of ABI shall not be liable to the Client for any activity undertaken by ABI. Subject to any statutory provisions, if ABI becomes liable to the Client, for any reason, for any loss, damage, harm or injury in any way connected with the inspection Report, ABI's liability shall be limited to a sum not exceeding the cost of the inspection and the Inspection Report. ABI will not be liable to the Client for any consequential or special loss of whatever nature suffered by the Client or any other person injured and the Client indemnifies ABI 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 otherwise at law. If any provision in these terms and conditions is illegal, invalid or unenforceable, such provision shall be deemed to be excluded or read down to the extent necessary to make the provision legal, valid or enforceable, and the remaining provisions shall not be affected.