



**Client Name** Ngati Whatua Orekei

**Address of Inspection** 59B Kitemoana Street, Orakei, Auckland.

**JOB NUMBER:** 5339

**INSPECTION DATE:** 29/08/2023

**INSPECTION TYPE:** Third party/special purpose Report- Leak detection

**INSPECTOR:** Joel Zwart

**QUALIFICATIONS:** Trade certificate in carpentry

**AFFILIATIONS:** NZIBI-No 076

**PERSONS ON SITE DURING INSPECTION:** Peta Pai

**OBJECTIVE:**

To inspect the Kaitiaka 'Whata' due to some historic leakage and determine a method to reduce leakage.

## MOISTURE TESTING INFORMATION

We have been unable to moisture test due to the metal materials of the container type structure. We are reliant on a visual non-invasive inspection

**Break down of visible materials:** *Use report tables from the area if you have available*

*-Prefabricated metal container with 'pop-out' front section.*

*-Aluminium windows with a front dual opening ranch slider.*

<p><b>Location: Roof</b></p>	
<p><b>Material/Item:</b> Coated metal sheet with painted steel container structure. Timber framed front roof cover with polycarbonate roofing.</p> <p><b>Defect:</b> This roof surface has depressions that are holding water in some areas. This is mostly a concern around the connection of the polycarbonate roof connection and along the eastern side where surface fixings are present. The polycarbonate roof conceals the junction where the pop-out section is connected so this is not able to be closely inspected. It would be recommended to undertake some repair testing to see if the internal leakage is reduced.</p>	
<p><b>Next action:</b> We recommend removing the aged aluminium/butanol tape over the roof join and using spirits to clean the areas before re-fitting a new temporary tape to the area. The metal must be clean and dry to ensure a good seal. This temporary repair will test to see if the visible lifting of the existing tape is allowing wind driven rain to access and leak around the roof junction and fixings that hold the timber structure in place. If this reduces leakage a more permanent solution could be undertaken.</p> <ol style="list-style-type: none"> <li>1- flashing could be fitted to the roof junction.</li> <li>2- Flashings fitted to the edge of the container.</li> <li>3- Look to create a pitched roof over the back/eastern side container to allow for better flashing.</li> </ol>	

<p><b>Location: Roof</b></p>	
<p><b>Material/Item:</b> Coated metal roof with plastic fixing covers</p>	
<p><b>Defect:</b> The white plastic fixings look to be possibly covered for an underlying fixing, but I could not remove this due to risk of damage to the cover. We have noted gaps around these fixings and the pooling water elevates the risk of leakage.</p>	
<p><b>Next action:</b> These areas should be cleaned with spirits and sealed. The fixings should be loosened so that silicone can pass to the thread and a new EPDM rubber washer fitted to ensure a good seal. We would need to remove one of thee to investigate what the fixing is etc.</p>	

<p><b>Location: Eastern wall</b></p>	
<p><b>Material/Item:</b> aluminium window and coated metal wall lining</p>	
<p><b>Defect:</b> We have been unable to confirm how the windows are flashed off. With noted leaking internally a detail tape has been fitted to seal this smaller window. This should be also done to the left side window to confirm that leakage is reduced and if so a permanent factory coated metal flashing could be fitted that passes up under the roof flange.</p>	
<p><b>Next action:</b> Tape the left side window as this smaller one has been. If successful fit permanent flashings.</p>	



## RECOMMENDATIONS

- We recommend undertaking some temporary leak repair to determine if internal leakage is reduced.
- The area of leakage internally is hard to track but the areas indicate that if the polycarbonate roofing was well flashed then it would prevent any water from accessing this area.
- A few other cleaning and temporary sealing repairs should be undertaken as advised.
- Due to the type of structure and the flat roofing it may be that fitting a second small, pitched roof to the east side container could provide all the protection required. With some small overhangs to protect the roof and roof edges, this structure would be a lot more resilient to leaks.
- If required, we can organise the temporary repairs to test. (cost \$ 850+gst)

**The New Zealand Building Code** recognizes that building maintenance is an important feature in achieving the minimum durability requirements in the building code. It is the responsibility of the building/homeowner to maintain the building or dwelling to the required standard in the building code.

It is important that the building/homeowner(s), acquaint themselves with the standard maintenance requirements and the various manufacturers products maintenance requirements applicable to this building/dwelling. HPPI ltd does not take any responsibility for the accuracy or completeness of any described maintenance requirements or any failure of the building homeowner to carry out the required maintenance. This is the responsibility of the homeowner.



## Reference Sites based on age of construction

### Bungalow

<https://www.renovate.org.nz/bungalow/>

### Villa

<https://www.renovate.org.nz/villa/>

### 1940'S-1960'S

<https://www.renovate.org.nz/1940-60s/>

### Art Deco

<https://www.renovate.org.nz/art-deco/>

### 1970's

<https://www.renovate.org.nz/1970s/>

### 1980-1990

<https://www.maintainingmyhome.org.nz/maintenance-guides/building-periods/1980s/>

### 1991-2004

<https://www.maintainingmyhome.org.nz/maintenance-guides/building-periods/1990s-to-present/>

## Abbreviations

**m** meter

**mm** millimetre

**OSH** Occupational Safety and health

**uPVC** Unplasticized polyvinyl chloride

**WC** water closet

**LPB** Licenced building practitioner

**StructE** Structural engineer

**TA-** Territorial authority

**DBH-**Department of building and housing



## Definitions

**Accessory unit(s)**- (as defined by the Unit titles Act). Any area with a specified purpose, which does not comprise part of the dwelling unit footprint but is intended to be used in conjunction with the unit. *(Note- costs may be the exclusive responsibility of the owner(s) of the dwelling(s) whose title(s) records their interest in the accessory unit. Such units might be a garage, carport, carpark, deck, garden, implement shed, landing, service area or access way)*

**Absorption and Wicking**- Absorbent or porous materials and surfaces (such as raw fibre-cement, uncoated concrete, weathered coatings and unpainted timber) will absorb moisture. They can also wick moisture off an adjacent surface, where it can be absorbed. Once water has been absorbed, it will migrate or wick through the material and affect concealed areas. Absorption and wicking can be an issue on the underside of claddings.

**Ancillary spaces and buildings**- Any area, usually with a specified purpose, which does not comprise part of the dwelling unit footprint.

**Building Consent or Consent**- Local council or territorial authority building consent and resource consent sets out building and construction details and regulations.

**Cap & Saddle flashings (Parapet flashings)** - Generally over external handrails or balustrades and around roof parapets, these flashings are split into two systems; The cap flashing wraps over the handrail to deflect water away from the surface, these are set to a 15-degree slope to direct water to the edge. The other component is the saddle flashing which fits behind the cladding where the handrail or parapet intersects with the wall or structure, this is generally welded to fit the specific area and position and the cap flashing is fixed and sealed over it to create an adequate seal of the junction.

**Capillary action & Capillary Gaps**-Where water bonding to two adjacent surfaces is drawn upwards against the force of gravity between the two surfaces. How far the water can be drawn upwards depends on the size of the gap between the surfaces and how hydrophobic or hydrophilic they are. Wind pressure can also act on the water and drive it upwards even further. Incorporating a capillary break by detailing a gap of 6 mm between surfaces will stop capillary action occurring, as the surfaces will be too far apart for water to bond between them. The incorporation of weather grooves seals or hooks/seams on a flashing can also assist, as these will break the contact between the adjacent surfaces.

**Cavity system**- “Cavity” refers to a space, or gap between the cladding and the structure. Cavities have been standard practice between brick veneer and timber framing for many years. This is because it has always been well understood that brick cladding gets wet, so it needs to be kept away from the wooden framing.

At the end of 2004, a new Building Act was enacted, which was part of a whole raft of changes introduced by central government, largely in response to the “leaky building crisis”. The aim was to improve the Building Industry overall. One of the changes made in 2004 ensured that almost all



monolithic claddings were installed over a cavity from then on. Cavity systems can also be required with other cladding systems depending on the weathertightness risk of the area.

This means the structural framing of the house is separated from the cladding, which reduces the chances of water reaching the framing. In houses consented after 2004, the cavity is generally constructed with vertical battens (usually but not always timber) which space the cladding out from the framing by about 20mm. The bottom of each wall is then fitted with a perforated strip, intended to prevent vermin entering the cavity and allow air to circulate freely throughout the cavity, as well as allowing any accumulated water to drain away freely. In some systems the top of the wall has additional ventilation to increase the air circulation. Very few older monolithic clad houses have such a cavity, although some do have alternative means for providing at least some drainage and drying, for example rigid backing to solid plaster comprised of diagonal boards with gaps between. Due to the limitations of a non-invasive inspection, we are unable to confirm the design and installation techniques of any cavity system, some information may be available from the consented documents, and these should be referred to for detail information. We can advise only if a cavity system is present and again only to areas, we can view non-invasively.

**Common Property-** An area that is owned collectively by all the unit owners and defined as such in the relevant documents.

**Concealed gutter Systems**-Concealed gutter and fascia systems really came onto the market in the 90s and were developed to hide the spouting (internal gutter) behind a fascia to create a clean visual line. There are about 5 or 6 systems found today. -Overflows or leaks can occur that can in some circumstances lead to water getting inside the house or rotting the soffit framing.-The fascia is prone to rusting on the bottom lip -Hidden leaks are hard to detect until visible damage is found or noticed.- There are several recommendations to follow with these systems-Keep the gutter clean and clear annually and check for leaks-HPPI will check the presence of overflow prevention pipes that in most cases are a part of the system-Inspect the gutter and the underside of the soffit annually to make sure any leaks are picked up early.-Clean regularly as If the gutter blocks and overflows it can run into the soffit and cause damage! It can also run back to the house or in some cases the home has no soffit, and the runoff directly enters the external walls.

<https://www.buildmagazine.org.nz/assets/PDF/B104-25-ConcealedGuttering.pdf>

**Direct fixed-** Generally used when advising if a cladding system has no cavity system so the cladding is fixed 'tight against' or 'hard against' the frame line. This leaves the internal frame more exposed to moisture penetration through the cladding as the cladding is in direct contact with the frame. This is an increased risk factor (refer to **Cavity system**). The term direct fixed can also refer to other systems or structures that are connected or fixed hard against another surface or supporting structure and can relate to things like decks and pergolas which attach to the structure. If external features are direct fixed there can be risk of moisture being trapped between the materials and also tracking into the structure through the fixing points.

**Diverter/kick out flashings**-direct water away from the wall structure. These are generally around roof to cladding junctions and termination points but also decks and other fixed structures. Old designs rely on silicon or other unreliable materials. Today we use a series of flashings with 'Kick out' flashings at this low point to direct moisture away from these areas. If issues have been noted, it is



important to consider the costs to improve flashings and take action as the cost of internal damage will be far greater in the long run.

**Dux-Quest plumbing pipe-** was a failed plumbing pipe withdrawn from the market in the 1980's. It is known to have issues with leaking, in most cases these leaks are hidden and difficult to detect. It is common for insurers to remove cover from properties that have more than one leak with this pipe until it is replaced but this is only in some cases.

**EPDM washers-** A rubber washer designed to seal around fixings and prevent moisture penetration into the structure.

**Further investigation-** When a concern has been detected or signs of a concealed issue are realised, HPPI will advise of further investigation required. This may require the employment of a specialist or require HPPI to undertake further investigations outside of the scope of a pre-purchase inspection completed to NZS4306-2005. Any further investigation will incur added fees.

**Internal gutter systems:** Generally found around deck and roof areas, they are high risk and require regular (at least annual) inspection and maintenance to ensure performance and longevity. These can also incorporate a waterproof membrane that will also require ongoing care. Overflow prevention is a very important part of any internal gutter system. These areas can be difficult or impossible to inspect non-invasively due to their position and concealed nature.

**Invasive investigations-**After a HPPI non-invasive inspection, there may be areas of concern that require further invasive investigation to determine any possible hidden damage. Invasive investigations can range from obtaining a true direct moisture content of the internal frame, to opening up of an area to view concealed areas or to a recommendation of a full weathertightness survey of a home.

**kick out flashings-** A kick out flashing directs water away from the structure generally into a gutter or spouting system. Refer to Diverter flashings

**Leaky building syndrome-** Leaky building syndrome occurs when the design or construction of a building does not provide adequate water tightness. While the ingress of water is not necessarily a problem for all buildings, certain types of building design and construction allow water to penetrate, but not to escape or dry out. In these buildings, moisture levels rise and rot forms, eventually weakening the structure of the building and causing health hazards.

Experienced building surveyors agree the highest risk of leaky building syndrome is in the homes built between 1987 and 2005 with more serious concerns between 1995-2005 where changes to the timber treatment requirements left many homes with inadequate treatment against moisture damage.

**Minor fault or defect is described as-** A matter, in view of the age, type or condition of the building, does not require substantial repairs or urgent attention and rectification and which could be attended to during normal maintenance.



**Non-Invasive Inspection-** Non-invasive inspection means we can only advise on items and areas in clear line of sight. We cannot move contents or fixtures (cabinetry, beds, house etc) or any building material or product (insulation plastic sheet etc). We may open doors and access hatches only if they are not fixed shut in any way (locked, painted shut, screwed shut etc)

**property inspection-** The purpose of the property inspection is to identify significant defects and maintenance visible at the time of the inspection.

**Property bag file-** A property file provides documents not included in a LIM report, such as: Building and resource consent documents and any formal correspondence with council about the property. A property file does not replace a LIM report and you should get it in addition to a LIM report. The contents of the file depend on the work done on the property that the TA are aware of. If building work does not have a consent, it will not be in the file.

**Rubber coated cabling (VIR)-**Aged rubber coated wire from 1920-1945. High fire and safety risk and will require replacement. Generally, run through galvanised pipe which can also be a safety risk!

**Significant Fault or Defect-** is defined in the Standards as – “A matter which requires substantial repairs or urgent attention and rectification.

**Special purpose property report-** is a report outside the scope of a pre purchase inspection that may require specialist contractors, for example; a weathertightness survey, a plumbing report, electrical report, stormwater drainage report, Sanitary drainage report, Gas report etc.

**TPS- Thermoplastic-sheathed cabling-**Modern cabling with copper wire covered by two layers of durable plastic sheath.

**TRS-Tough rubber sheath cabling-** wiring used during the 1940s and 1950s and may have been installed to replace the original wiring. The sheathing has been found to deteriorate over time, so rewiring is likely to be required.

**Surface tension-** When a drop of water comes into contact with a material, it may be attracted to the surface. If this attraction is strong enough, the drop may be able to resist gravity and adhere beneath horizontal surfaces.

**The Building Act 2004-** sets out the rules for the construction, alteration, demolition, and maintenance of new and existing **buildings** in New Zealand. It aims to improve control, encourage better design and construction, and provide greater assurance for consumers.

**Waterproof membrane-**Waterproof membranes can be made up of many different materials and are used to prevent moisture from penetrating a surface. They are impervious mats or paint on liquids that will require specific preparation to the substrate prior to application and can be used internally in wet areas, and also to external roofs, decks and gutter systems. Some membranes are fully concealed or covered over while others can be left exposed but inspection of there performance is generally not possible. Exposed membranes require ongoing care and maintenance to ensure longevity. It is important to seek advice form specialists as to what the product is, how often it should be inspected, and the approximate costs involved. Modern systems should have



manufacturers and installers warranties as these systems are classed as 'Critical building work'. It is also important to consider 'building consent' as the NZ building code of 2004 requires that all critical building work requires building consent.

**Weathertightness risk**-Factors in a buildings design and materials can increase or mitigate its risk factors regarding the buildings performance around keeping the building weathertight. The ministry of business innovation and employment have created a document to use as a guide by designers and builders to help in assessing the weathertightness risk of low rise, timber framed buildings using the 'risk matrix in Acceptable solution E2/AS1 (clause E2 External moisture). In a pre-purchase inspection, it is not a requirement to measure a home against the risk matrix but we will provide details regarding a buildings weathertightness risk factors and also any mitigating attributes as a part of the NZS4306-2005 standard.

**Weathertightness survey**- A specialised report carried out on at risk homes using invasive or destructive techniques. HPPI will undertake a non-invasive inspection and may recommend a weathertightness survey! A weathertightness survey may use several different methods to determine – Is the building leaking? Where does it leak and why? What damage has been caused by the leaks? Where and why might it leak in the future? What damage is likely to be caused in the future? What remediation work is recommended? And in some cases- What is the estimated cost for the recommended remediation? This is a specialist report currently not undertaken by HPPI. HPPI can help by providing a list of suitably qualified weathertightness specialists if required.

## TERMS AND CONDITIONS

### Terms and Conditions

These terms and conditions are between House Pre-Purchase Inspections Ltd ("**HPPI**") and you, (hereinafter "**Client**"), collectively referred to as "the **Parties**".

The Parties understand and agree:

#### Performance

1. HPPI shall carry out their services with reasonable skill and care. HPPI shall exercise the degree of skill, care and diligence normally expected of a competent pre-purchase inspector in similar circumstances subject to any financial, physical, time or other restraints imposed by the Client or necessarily resulting from the nature of the service.

#### Inspection

2. Unless otherwise expressly agreed, HPPI shall undertake a visual and non-invasive inspection of the specified property (**Inspection**). The findings of the Inspection shall be set out in a written inspection report (**Report**).



3. Unless otherwise stated, the Inspection shall not assess compliance with the New Zealand Building Code, including the Code's weathertightness requirement, or structural aspects.
4. Moisture testing will be undertaken as part of the Inspection. This is a non-invasive investigation tool that provides moisture readings. However, the Client accepts that the readings are qualitative only and the report may not show images of the readings or advise of the actual moisture reading. HPPI shall advise you if it considers any raised moisture readings require further invasive investigations.
5. Unless a special request is made and agreed to in writing, the Inspection and Report will not address any of the following: footings; concealed damp proof membranes; concealed drainage, plumbing pipes, electrical cabling or fixtures and fittings; the operation of chimneys or fire places; floor coverings; appliances; ventilation systems; hot water systems; hazards; telecommunications; aerials; antennae; pools, spas, saunas and equipment; 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

#### *Access*

6. The Client shall arrange reasonable access to the property and any locked or blocked spaces. If items prevent access, HPPI will not move any personal effects.
7. The Client shall inform HPPI's inspector of any accessory buildings and/or spaces that are to form part of the Inspection. For example self-contained granny flats, second kitchen, accessory units.
8. HPPI's inspectors will only inspect areas of the property that are reasonably accessible. For example:
  - 8.1 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-metre ladder.
  - 8.2 If there is access to the subfloor of at least 500mm x 400mm and a clearance of at least 400mm.
9. For roof inspections the roof height needs to be accessible from a 3.6m ladder.
10. HPPI is not responsible for and the Inspection will not cover any part of the building or property in which there is risk of damage to any part of the building or 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.
11. Access is subject to the health and safety requirements of WorkSafe New Zealand.



#### *Drone roof inspection*

12. In the event that HPPI's inspector is unable to access the roof, HPPI may use a drone to undertake a visual inspection of over height areas. Drone inspections are a visual inspection of the roof surface, to try to identify any major visible defects and weather tightness risks.
13. The Client acknowledges that there are limitations in drone roof inspections in that the inspector has not physically walked on the roof. HPPI will observe images and provide advice on further actions that may be required or recommended. The Client agrees and understands that HPPI may not detect some roof defects that may have been detected had there been physical access of the roof.
14. Any drone inspections to be undertaken shall be reflected in the quote provided to the Client.

#### *Asbestos inspection*

15. HPPI are not asbestos surveyors. If the Client requires a report on whether the building contains asbestos, the Client will need to obtain a specialist asbestos survey.
16. HPPI may advise of possible concerns regarding asbestos, or comment in its Report if in its experience it expects a material to contain asbestos. However, HPPI shall not be held liable in the event asbestos is not identified. The Client must, at its own expense, arrange for an asbestos survey to fully detail materials that contain asbestos.
17. HPPI recommends that a specialist asbestos survey is undertaken if the Client is planning a renovation or upgrade.

#### *Preliminary run down*

18. Following an Inspection, and subject to payment of a deposit for the Report, HPPI may provide a "Preliminary Run Down" of the Inspection to the Client by telephone or in person.
19. A Preliminary Run Down is intended to advise the Client of any major concerns and risk factors regarding a specific property for the purposes of providing the Client with a basic understanding of the overall condition of the property. HPPI will also advise whether any expected "special purpose reports" or recommended "further investigation" outside the scope of the Report, are required or recommended in the Report.
20. The Client accepts that a Preliminary Run Down is not a verbal report and that it is intended to provide an opportunity for the Client to decide whether they wish to proceed with the purchase of the property. If, after a "Preliminary run down" the client still wishes to proceed with the purchase of the property then it must pay for the full cost of the Report in order to be able to rely on the Inspection and Report (including the Preliminary Run Down).
21. Alternatively, if, after receiving a Preliminary Run Down the Client does not wish to proceed with the purchase, it may withdraw from HPPI's services without further charge. A Report will not be provided in this instance.



22. The Client accepts that should it proceed without obtaining a full HPPI Report prior to making an unconditional offer, it will have withdrawn from HPPI's services and HPPI will not be liable for any losses suffered.

#### **Advice and Reporting**

23. The Report is based on a "visual and non-invasive" inspection of the Client's property. It expresses the opinions of the inspector, based on his or her visual impressions of the condition that existed on the date of the Inspection.
24. The Report will comment on the following matters that are visible at the time of the Inspection:
  - 24.1 The property's attributes
  - 24.2 "Major Fault or Defect or Significant Maintenance" which is defined in the Standard as "a matter which requires substantial repairs or urgent attention and rectification."
  - 24.3 Weathertightness risk
25. The Report is not intended to be technically exhaustive and should be seen as a reasonable attempt to identify any Major Fault or Defect or Significant Maintenance (having regard to properties of a similar age and construction type) visible at the time of the Inspection

#### *Multi-unit premises*

26. Where the Client requires a Report in relation to a multi-unit premises, HPPI will provide an engagement letter setting out the scope of HPPI's Inspection. Any additional terms and conditions set out in this engagement letter are automatically incorporated into these terms and conditions.
27. In multi-unit properties, the Inspection and Report shall be limited to the condition of the interior and accessible parts of the immediate exterior of the particular unit, and all related accessory units (accessory units must be advised and noted in the engagement letter or further added charges may apply).
28. The Client shall identify any accessory units and ancillary spaces for HPPI's inspector.

#### **Payment**

29. Payment is due to HPPI upon directions given by the Client to HPPI and the Client's acceptance of these terms and conditions on HPPI's website. HPPI shall release the Report only upon receipt of payment.
30. All work in progress will be billed monthly, with a final invoice issued on completion.



31. Accounts not paid by the due date shall incur a late payment interest charge of 15% of the total amount owing for each calendar month the account is overdue, together with all debt collection costs.
32. If a quotation is given for the Inspection/Report, any expenses incurred in addition to the quote, will be on the basis of cost to HPPI, plus 15%.
33. If, after a subsequent quotation/estimate, any additional work is found to be required the Client will be contacted for its approval before any further work is completed.

#### **Cancellation / Termination of Service**

34. The Client agrees to provide written notice of cancellation to HPPI at least 24 hours (one full working day) prior to the scheduled Inspection.
35. A late cancellation fee equal to the full cost of the Inspection and Report shall be payable by the Client in the event of cancellation within 24 hours of the scheduled Inspection.

#### **Refund Policy**

36. There is no right to a refund if the Client is simply not satisfied with the contents of the Report.
37. Where a refund has been provided in relation to the Report, the Report cannot be used by the Client or by any other entity.

#### **Liability**

38. The Inspection and Report is intended only as a general guide to help the Client make its own evaluation of the overall condition of the property and is not intended to reflect the value of the premises, nor make any representation as to the advisability of the purchase.
39. The Report is not a guarantee or warranty as to the state of the property. Nor does HPPI 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.
40. While all care and effort is taken to discover and record major faults or defects and significant maintenance in the property at the time of the Inspection, the Report is 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.
41. HPPI accepts no responsibility or liability for any omission in the Inspection or the Report related to defects or irregularities which are not reasonably visible at the time of the Inspection or which relates to the components of the building which are below ground.
42. 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.

43. HPPI has no responsibility for or liability of cost, loss or damage arising from:
  - 43.1 any errors or omissions from information, data or documents not prepared by HPPI, its employees, or other persons under the direct control of HPPI; or
  - 43.2 any outcomes and reports from any form of sampling or testing; or
  - 43.3 any act or omission, lack of performance, negligence or fraudulent act by the Client or property owner, any consultant, contractor, or supplier to the Client or property owner, or any of the Client's or property owner's employees or agents; or
  - 43.4 Any verbal advice provided by HPPI or any of its employees, unless subsequently confirmed in its written Report; or
  - 43.5 any damage to the property which is not directly the fault of HPPI.
44. Any samples taken from any property for testing for products such as methamphetamine, are random samples and may not be representative of the presence or absence of the product being tested for in the property, or any other area where samples were not taken.
45. 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.
46. 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 property. The Report does not replace and is not intended to replace a council issued Land Information Memorandum (**LIM report**) or Council file search. HPPI recommends a LIM report is obtained and council file search conducted. If the 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.
47. HPPI makes no representation that the property 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 at Work Act 2015, Fire Safety and Evacuation of Buildings Regulations 2006 or the Disabled Persons Community Welfare Act 1975. The Report 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 1991) or any "hazard" (as that term is defined in the Health and Safety at Work Act 2015) in the building or property.



### *Limitation of Liability*

48. 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 Inspection and/or the Report, HPPI's liability shall be limited to a sum not exceeding five times the cost of the Inspection and the Report.
49. HPPI will not be liable to the Client for any consequential or special loss of whatever nature suffered by the Client and the Client indemnifies HPPI in respect of any claims concerning any such loss.
50. HPPI accepts no liability in relation to the Inspection or the Report to any other person than the Client to whom this Report is addressed.

### **Confidentiality**

51. The contents of the Report, or any work prepared by HPPI are confidential and have been prepared solely for the Client and shall not be relied upon by any third parties without HPPI's consent.
52. The Parties agree that both parties shall keep all commercially sensitive information obtained by either party during the preparation of the Report confidential.
53. Where the content of any Report is relied upon for industry research or evaluation purposes, such research or evaluation shall not include any data that may allow for the identification of any property or any personal information included in the Report in any way.
54. Nothing within this agreement shall be considered as limiting the ability of HPPI to offer or to provide the same or similar Report (or other services) to any other person or organisation.

### **Publication and Use**

55. Neither the whole or any part of this Report or any other report (whether verbal, video or written) or any reference to this 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.
56. The Report is not to be used in any litigation except with the prior written approval of HPPI.

### **Dispute Resolution and Governing Law**

57. Should any dispute arise as a result of the Inspection or Report, it must be submitted to HPPI in writing immediately.
58. The Parties shall attempt in good faith to settle any disputes by agreement in the first instance then disputes shall be referred to mediation and thereafter any unresolved disputes shall be referred to the courts of New Zealand.



59. The Client agrees that in the event of a dispute, the contents of the Report may not be used to satisfy any terms of a sale and purchase agreement until the disagreement/dispute has been resolved.
60. The Client agrees that if, after raising a dispute, the Client uses the Inspection or 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.
61. In the event of a claim/dispute regarding damage to a property, the Client will allow HPPI to investigate the claim prior to any repairs being undertaken or completed. The Client agrees that if it does not allow HPPI to investigate the claim 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.
62. 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.
63. The Parties agree that the laws of New Zealand shall govern the rights and obligations of both parties to these terms and conditions.
64. 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.