

Hawkes Bay Property Inspections Limited

Terms & Conditions – 2026 Edition

Prepared having regard to NZS 4306:2005 – Residential Property Inspection, subject to the limitations of this Agreement.

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1. Interpretation / Definitions

In these Terms, unless the context requires otherwise:

- **“Company”** means Hawkes Bay Property Inspections Limited.
 - **“Client”** means the person or entity engaging the Company to carry out the Inspection and to whom the Report is issued.
 - **“Inspection”** means a visual, non-invasive assessment of the readily accessible areas of the property, carried out having regard to NZS 4306:2005 and subject to the limitations of this Agreement.
 - **“Report”** means the written document provided to the Client following the Inspection, recording observations made at the time of inspection only.
 - **“Significant Defect”** has the meaning given in NZS 4306:2005: “a matter which requires substantial repairs or urgent attention and rectification.”
 - **“Accessible Areas”** means areas that are safely reachable, unobstructed, and meet the minimum access requirements of NZS 4306:2005.
 - **“Agreement”** means these Terms and the Letter of Engagement.
 - **“Reasonable Access”** means access that meets the minimum dimensions and conditions set out in NZS 4306:2005 and in Clause 4 of this Agreement.
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2. Purpose of These Terms

These Terms outline the scope and limitations of the Inspection and set out the terms of trade between the Company and the Client.

The Client must accept the Letter of Engagement and these Terms before the Inspection proceeds.

3. Compliance with NZS 4306:2005

All Inspections are conducted having regard to NZS 4306:2005, subject to the limitations of this Agreement.

The Company does not guarantee full compliance with the Standard where access, safety, or site conditions limit the Inspection.

4. Scope of Inspection – Visual and Non-Invasive

The Inspection is visual only and non-invasive.

A non-intrusive moisture meter or other basic tools may be used as aids only.

All tools provide indicative readings only. No calibration warranty is given, and no diagnostic reliance should be placed on those readings.

5. Reasonable Access Requirements

You must ensure Reasonable Access to all areas normally required under NZS 4306:2005.

Minimum access requirements:

Area	Access Opening	Crawl Space	Height
Roof space	450 × 400 mm	600 × 600 mm	Access from a 3.6 m ladder
Subfloor	500 × 400 mm	400 mm (timber) / 500 mm (concrete)	—
Roof exterior	—	—	Access from a 3.6 m ladder

Areas that are unsafe, obstructed, or inaccessible will be excluded from the Inspection.

6. Significant Defects

The Report focuses on identifying Significant Defects as defined in NZS 4306:2005.

7. Limitations of the Inspection and Report

The Inspection and Report:

- are a general guide only;
- reflect conditions at the time of Inspection;
- do not identify all defects;
- may be affected by weather, lighting, seasonal conditions, and visibility limitations;
- do not constitute a guarantee, warranty, or prediction of future performance.

No Duty to Update

The Company has no obligation to update, amend, or re-issue the Report after delivery. No continuing duty exists after the date of Inspection.

Technology / Measurement Limitations

Tool readings are indicative only.

The Company does not warrant the accuracy, calibration, or diagnostic capability of any device used.

8. Inspector Independence

The Company confirms that its inspectors have no financial or personal interest in the property and provide independent, unbiased reporting.

9. Health & Safety – Right to Refuse or Abort Inspection

The Company may refuse entry to any area or abort the Inspection where:

- access is unsafe;

- hazards are present;
- weather conditions make access unsafe;
- the structure is unstable;
- animals, occupants, or site conditions prevent safe access.

No liability arises from an incomplete Inspection due to safety concerns.

10. Disputes

Any dispute relating to the Inspection or Report must be submitted in writing promptly. The Client must allow the Company a reasonable opportunity to investigate any claim before repairs are undertaken.

Time Bar for Claims

Any claim must be notified in writing **within 14 days** of:

- delivery of the Report; or
- the date the matter was, or ought reasonably to have been, discovered.

Claims made outside this period are barred.

11. Liability Limitation

The Company's total liability to the Client is **capped at the fee paid** for the Inspection and Report.

The Company is not liable for:

- consequential loss;
- indirect loss;
- loss of opportunity;
- loss of financing;
- loss of sale or purchase;
- diminution in value;
- any claim by a third party.

Insurance Limitation

Any professional indemnity insurance held by the Company does not increase or extend its liability.

12. No Reliance / No Collateral Warranties

The Client acknowledges they have not relied on any representation, statement, or assurance not expressly set out in this Agreement.

All reliance is expressly disclaimed except as provided in this Agreement.

No collateral warranties or representations exist.

13. Force Majeure

The Company is not liable for any delay, incomplete Inspection, or failure to perform caused by events beyond its reasonable control, including:

- adverse weather;
 - restricted access;
 - emergency events;
 - power outages;
 - site hazards;
 - natural disasters;
 - acts of third parties.
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14. Disclaimer

This is a visual, non-invasive Inspection of readily visible areas only.

Visibility may be affected by weather, lighting, vegetation, stored items, or seasonal conditions.

The Report does not assess Building Code compliance, structural adequacy, or weathertightness.

15. Terms of Trade

Payment is required prior to release of the Report.

Enforcement and Recovery

- The Company may suspend services for non-payment.
 - The Client is liable for all debt collection and legal recovery costs.
 - Interest at 15% per month applies to overdue amounts.
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16. Cancellation Fee

If the Client cancels the Inspection with less than 24 hours' written notice, a cancellation fee equal to the full inspection cost applies.

17. Entire Agreement / No Oral Modification

This Agreement constitutes the entire agreement between the parties.
No amendment or variation is effective unless in writing and signed by both parties.
No verbal statements or prior discussions have any contractual effect.

Client Acknowledgement

Client Name: _____

Digital Signature:

X

Date: _____

Property Address: _____

