

GUSTO PROPERTY SOLUTIONS

TERMS & CONDITIONS | RESIDENTIAL PROPERTY INSPECTION

1. SERVICES

1.1 Gusto agrees to provide you with the Services on the terms and conditions of the Agreement.

2. DEFINITIONS

2.1 **“Agreement”** means this terms and conditions and the Letter of Engagement;

2.2 **“Gusto” and “we”** means Gusto Property Solutions Limited;

2.2 **“Inspection”** means Residential Property Inspection completed by Gusto;

2.3 **“Property”** means the property specified in the Letter of Engagement;

2.4 **“Reasonable Access”** means the minimum clearance specified in clause 6.2;

2.5 **“Report”** means Property Inspection Report provided by Gusto following an Inspection which will be accompanied by a certificate which certifies that the Inspection has been carried out in accordance with the Standard;

2.6 **“Services”** means the scope of services provided by Gusto Property Solutions Limited as specified in the Letter of Engagement;

2.7 **“Standards”** means the New Zealand Standard for Residential Property Inspection 4306:2005 for the visual inspection of residential buildings and for the preparation of the appropriate property inspection reports; and

2.8 **“You”** means the client specified in the Letter of Engagement.

3. SCOPE

3.1 The purpose of the inspection is to identify significant defects, particular attributes, gradual deterioration and significant maintenance required that are visually identifiable at the time of the inspection.

3.2 The Inspection and Report shall include an assessment of the condition of each of the following areas, as necessary, for the completion of the Report:

- a. Site;
- b. Subfloor;
- c. Exterior;
- d. Roof exterior;
- e. Roof space;
- f. Interior



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- g. Services; and
- h. Identified ancillary spaces and buildings including accessory units.

3.3 The procedure for Gusto's Inspection will be conducted in accordance with NZS 4306: 2005 New Zealand Standard, Residential Property Inspection or such specialist standard we report to you in our Letter of Engagement where you have requested a special purpose property report.

3.4 A copy of all NZ Standards are held at our offices for viewing if required.

4. EXCLUSIONS & LIMITATIONS

4.1 The Services are based on a limited visual and non-invasive inspection of the standard systems and components of the Property that are readily visible at the time of the Inspection.

4.2 The Inspection does not include any areas or parts of the Property which are concealed, inaccessible or cannot be seen due to walls, furniture, appliances or any other object. Gusto will not move items owned by you during the course of the Inspection.

4.3 The following matters are excluded from the Inspection unless agreed to in writing between you and Gusto:

- a. Legal title;
- b. Building warrant of fitness and services described on a compliance schedule including but not limited to; mechanical ventilation, air-conditioning systems or smoke control systems;
- c. An operating cycle to be completed for performance to be observed including but not limited to; pools, spa pools, intercom systems, dishwashers, ovens, waste disposal units;
- d. Planning Resource Consent issues;
- e. Building Consent issues;
- f. Structural stability;
- g. Long term maintenance planning;
- h. Rental property tenancy inspections;
- i. Heritage obligations; and
- j. Compliance with Body Corporate rules, the terms of a memorandum of cross leased or Company title occupation agreement.

4.4 Where any condition or problem with the Property may have been concealed or inaccessible at the time of inspection, you agree to assume all risk associated with such condition or problem.

4.5 The Report is not intended to be a warranty or guarantee of the present or future weather tightness, adequacy or performance of the Property, its systems or their component parts. The Report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the Property and it should not be relied upon as such.



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4.6 You further acknowledge and agree that the Inspection and Report is not a guarantee, warranty, or any form of insurance as to the state of the Property or any product, system or feature in the Property either at the time of Inspection or after the Inspection has been completed.

5. DISCLOSURE

5.1 You are required to notify Gusto, on or before the Inspection, of any existing or possible conditions you are aware of that could materially affect the content of the Report.

6. REASONABLE ACCESS

6.1 You agree to ensure that reasonable access can be gained to the Property including but not limited to the roof cavity, foundation spaces and any such spaces required to be accessed for the Inspection to be carried out. Together with any information that may be necessary to carry out the Inspection and to provide a Report.

6.2 Reasonable Access requirements:

Roof Space	450 x 400mm opening access door that can be safely accessed by a 3.6m ladder 600 x 600 mm minimum crawl space in the ceiling
Sub Floor	500 x 400mm opening access door 400mm vertical clearance for crawl space (Timber)** 500mm vertical clearance for crawl space (Concrete)
Roof Exterior	Accessible from a 3.6m ladder or such other means of access that meet OSH requirements

** from underside of bearer

7. INDEMNITY

7.1 You indemnify Gusto against all liabilities, costs, losses, claims, expenses and demands incurred by Gusto arising out of or incidental to your non-compliance with this Agreement.

8. PAYMENT

8.1 Payment is due upon receipt by Gusto of the signed Letter of Engagement unless otherwise arranged.

8.2 Gusto reserves the right to charge interest of 2% per month on overdue accounts. All costs incurred by Gusto in recovering an overdue account will be payable by you.

8.3 The client named in the Letter of Engagement, if more than one are jointly and severally liable to pay Gusto's costs.



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9. METHAMPHETAMINE TESTING

- 9.1 If you request in writing a methamphetamine test to be undertaken by Gusto, we will carry out such testing as prescribed in NZS 8510:2017 and the results of such testing will be reported to you in accordance with those standards.

10. SPECIAL PURPOSE PROPERTY REPORT

- 10.1 A special purpose property inspection and report may be requested by you in addition to the Report.
- 10.2 The specific terms and desired outcomes of the special purpose property inspection and report must be agreed in writing before an inspection is undertaken.
- 10.2 It is at the sole discretion of Gusto as to whether we will accept your request to carry a special purpose property inspection.

11. INTELLECTUAL PROPERTY

- 11.1 You acknowledge that Gusto owns the intellectual property rights in the Report and unless expressly provided for in the Agreement nothing gives you any right, title, or interest in such intellectual property by virtue of your purchase of the Services.

12. CANCELLATION

- 12.1 A cancellation fee of \$100.00 will be charged to you where the inspection is cancelled by you up to 24 hours before the inspection is due to take place.
- 12.2 You will pay the full inspection fee if you cancel the Inspection within 24 hours before the scheduled inspection, unless Gusto in its sole discretion waives this requirement for full payment.

13. PROFESSIONAL INDEMNITY INSURANCE

- 13.1 Gusto confirms that we hold current Professional Indemnity Insurance. We will provide you with particulars of our insurance upon request.

14. DISPUTES & LIMITATION OF LIABILITY

- 14.1 The Inspection and Report is provided and prepared for the confidential use by you. The Report may not be copied, reproduced, sold in whole or in part unless specifically authorised in writing by Gusto.
- 14.2 The Report may not be used or relied upon by any person other than you unless specifically authorised in writing by Gusto. Gusto is not liable for any reliance placed on the Report or any loss suffered as a result of such reliance by any person other than you (subject to clause 7.1).
- 14.3 You understand and agree that any claim against the accuracy of the report, in the form of errors or omissions is limited to the failure on the part of Gusto to follow the New Zealand Standard; NZS 4306:2005 Residential Property Inspection as applicable to the scope of Services under the Agreement.



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- 14.4 Should any dispute arise as a result of the Inspection or the Report, Gusto will be immediately notified of any dispute in writing within 10 working days of detection and within the 30 working days of the completion of the Report. You will have no claim against Gusto unless reported within the 30 working day period.
- 14.5 You allow Gusto to investigate the complaint prior to any repairs to the Property being undertaken. If you do not allow us to investigate the alleged damage before any repairs are carried out then you waive your rights to continue with and/or make any future claim against us.
- 14.6 Any dispute or question arising out of or related to the Agreement shall first be attempted to be resolved by negotiation between the parties and failing resolution shall be referred to mediation in accordance with the Resolution Institute Standard Mediation Agreement.
- 14.7 The parties agree that if necessary the dispute will proceed to arbitration under the provisions of the Arbitration Act 1996 unless urgent interlocutory relief is sought.



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