

# **Everlast Construction Limited**

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## **SCOPE of BUILDING INSPECTION**

### **1. VISUAL INSPECTION:**

This inspection is a visual inspection only of readily accessible aspects of the property. A home inspection does not include identifying defects that are hidden behind walls, floors, or ceilings. This includes structure, wiring, plumbing, ducting, and insulation that are hidden or inaccessible. The inspector will not conduct any invasive or destructive testing of the property. Safety, accessibility, or other considerations may present the inspector with restrictions in examining specific home elements or components.

### **2. LIMITED ASSESSMENT**

The home inspection will provide you with a basic overview of the condition of the property. This inspection is not technically exhaustive or all encompassing, as your inspector has only a limited amount of time, as well as constraints in methodology, to complete the inspection. The inspector is a generalist, not a specialist in all disciplines, and may refer the home owner to specialists for further investigation of certain items.

### **3. CONTEXT OF INSPECTION**

This inspection should also be considered in the context of a "snapshot in time", reflecting the conditions of the home at the date of inspection. Future performance of components and elements of the home is outside the context of this inspection. For example, your inspector may not discover leaks that occur only under certain weather conditions. Some conditions noted, such as cracks in foundations, may be either cosmetic in nature or indicators of settlement; however predicting whether an individual condition will present future problems is beyond the scope of the inspection.

### **4. NOT BUILDING CODE OR BY-LAW COMPLIANCE INSPECTION**

Jurisdiction for Building Code, Electrical Code, Gas Code, Fire Code, Plumbing Code, or other statutory or by-law compliance inspections resides with the appropriate mandated authorities. The services provided by your home inspector are not conducted in the context of Code or by-law compliance inspections. The client acknowledges that it may be necessary to confer directly with the appropriate authorities to determine whether specific conditions comply with Code or by-law requirements.

### **5. ENVIRONMENTAL AND AIR QUALITY CONCERNS**

This inspection will not assess for environmental or air quality concerns. The scope on inspection does not include examination for hazardous materials that may be on the property, in or behind surfaces, or are constituent to building materials. The inspection does not include determination for irritants, pollutants, toxic materials, or contaminants; presence of mold, spores, or fungus; asbestos, radon gas, or carcinogens; etc. As well, the inspection does not include the determination of presence of insect, bird, rodent, or other infestations.

**CONFIDENTIAL REPORT:** The inspection report to be prepared for the Client is solely and exclusively for Client's own information and may not be relied upon by any other person. The Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. The Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this inspection report. The Client and the Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this inspection report. The Client agrees to indemnify, defend and hold the Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

## **WEATHERTIGHTNESS**

Everlast Construction Ltd shall not be liable in respect of any Claim arising directly or indirectly based upon, attributed to, or in consequence of:

1. the ingress of water into a building or structure and any physical loss of or damage to the building or structure arising directly or indirectly, in whole or in part, from the ingress of water; or
2. rot or other gradual deterioration of a building or structure arising directly or indirectly, in whole or in part from the ingress of water; or
3. fungus, mould, mildew, yeast, rot or decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms in any building structure or any spore or toxin produced by any fungus, mould, mildew or yeast, micro-organisms, bacteria, protozoa or any similar or like forms; or
4. any costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of, or in anyway responding to or assessing the effects of fungus, mould, mildew, yeast, rot or decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms, in any building or structure; or
5. the failure of any building or structure to meet or conform to the requirements of the New Zealand Building Code contained in the first schedule to the Building Regulation 1992 (or any amendment or substitution thereof) in relation to:
  - i) external water or moisture; or
  - ii) either durability or protection from external water or moisture entering that building or structure, or the effects thereof.

## **DISCLAIMER**

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**By ordering this Inspection, the Client acknowledges that the Client has reviewed, understood, and accepted the Terms and Conditions and the SCOPE OF INSPECTION described above. Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for this inspection and report. The liability of the inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. The Client assumes the risk of all losses greater than the fee paid for the inspection. The Client agrees to immediately accept a refund of the fee paid as full settlement of any and all claims, which may ever arise from this inspection.**