Resicert Service Agreement

Resicert Resicert Inspections New Zealand Limited Inspection and Service Agreement - February 2026

1.0 Acceptance of Agreement : The Client has made a booking, accepted the quotation and the inspector arrives on site to commence the inspection, the Client is deemed to accept this agreement as to the basis of the inspection being undertaken. This agreement takes precedence over any previous oral or written representations by Resicert Inspections New Zealand Limited.

2.0 Payment Terms : Full payment of the inspection is required prior to the inspection report and summary being provided to the Client.

3.0 Purpose of Inspection : The purpose of the inspection is to provide advice to the Client in relation to the condition of the property at the time of the inspection. This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection.

4.0 Scope of Inspection : Scope of inspection will depend on the inspection type which the Client has selected. Pre-purchase inspections are undertaken in accordance with NZS 4306:2005 - Inspection of buildings: Pre-purchase inspections— Residential buildings - unless otherwise stated in the numbered clauses below.

Pre-purchase property inspections do not inspect or comment on building codes, as building codes for different structural areas change regularly. Pre-purchase property inspections are designed to offer an informed opinion on what is visibly apparent on the date of inspection.

Timber Pest Inspections are a highly detailed visual inspection, also undertaken in accordance with NZS 4306:2005 designed to provided specialist-level guidance on identifying termites, borers, and fungal decay. ‘Sounding’ will be used as a method of inspection where practical and possible. Resicert Inspections New Zealand Limited Pest Inspectors conduct detailed but non-invasive TImber Pest Inspections, but are not Pest Controllers. Rodents, Spiders or other Pests do not form a part of our Inspection process, our Inspectors purely seek to investigate presence of (or past evidence of) Timber Pest Insects, including but not limited to Termites and Borers.

4.1 Plus Inspection : Resicert Inspections New Zealand Limited shall inspect accessible parts of the building and appurtenances, together with relevant features of the property within 30m of the building and within the boundaries of the site, or as otherwise agreed in the inspection agreement. In this context, relevant features include car accommodation, detached laundry, and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and storm water run-off. It is not required to contain any assessment or an opinion regarding the following:

-Any aspect or component of the property that cannot be seen or that requires testing and/or measurement to determine soundness.

- Any area or item that was not, or could not be, observed by the inspector. -General maintenance other than that which is deemed to be directly related to the ongoing structural performance of the property. -Serviceability damp defects such as condensation, rising damp, lateral damp, falling damp should only be assessed and reported on where structural damage has occurred, is occurring, or may occur.

4.3 Pool Condition Inspection as an add-on or stand alone: Inspection for the purpose of a Pre-Purchase Residential Inspection (Condition Assessment) is completed in accordance with NZS 4306:2005 for Pre Purchase Inspections.

NZS 4306:2005 classifies a detailed swimming pool inspection as a Special-Purpose Property Report. As per this requirement:

Standard residential inspections under NZS 4306 are visual and non-invasive.
The standard explicitly states that the condition of underground components (piping, shell integrity) and specialized equipment (pumps, filters, heaters) are generally excluded from a standard report unless otherwise agreed.
Specific safety compliance (such as the height of fences or gate latching requirements), those are governed by the Building Act 2004 and Fencing of Swimming Pools Act (now integrated into the Building Act), and does not form part of a Pool Condition Assessment as conducted by Resicert Inspections New Zealand Limited.

The Inspector has the right not to test or inspect any component if they believe that through operation or testing it may cause damage or is a potential safety issue. -Require permission, necessary access and any required components to operate or inspect items as outlined for this inspection - Unless otherwise advised we will assume that all components can be operated and will not be damaged when doing so. No liability relating to operating a component during the inspection. - Require applicable operational manual and/or instructions relating to the inspection of any component. -If we are required to start up or turn on any component, it will be necessary to have required start up information. Otherwise we reserve the right not to operate. -information contained in Pool Condition Report (as an add-on or a stand alone) is an information document only and will articulate potential issues that are likely to be flagged as deficient by council in the process of achieving required certification for the pool. It is not always possible to operate pumps. For pools and spas (excluding bath type spas located in bathrooms) to be tested must have a minimum level of water prior to commencement of inspection. Resicert Inspections New Zealand Limited accepts no liability for any subsequent drownings or accidents resulting in death or injury that may result from the advice provided in the Inspection Report as it relates only to water condition and functioning elements, rather than safety requirements and fencing. The Recommendations made in the report are for information only and Resicert Inspections New Zealand Limited will not seek compliance on behalf of any third party.

4.4 SMOKE ALARMS - NZS 4306:2005 includes the assessment of smoke alarms as part of a residential property inspection. Under the standard, smoke alarms are generally categorized as a safety item rather than a functional appliance. The standard requires the inspector to observe the interior of the building for any visible defects or safety hazards. This includes verifying the presence and location of smoke alarms. If smoke alarms are missing, poorly located, or clearly inoperable, the inspector is required to note this in the report as a safety concern.

While NZS 4306:2005 requires smoke alarms to be checked, this is primarily a visual and non-invasive check. An inspector will typically verify:
Presence: Whether smoke alarms are installed on each level and in appropriate proximity to sleeping areas.

Visible Condition: If they appear damaged or excessively old.
Test Button: Most inspectors will perform a basic "push-to-test" check to confirm the alarm sounds, though they are not required to use specialized smoke-testing equipment.

While NZS 4306:2005 covers the presence of alarms during a property sale, New Zealand has stricter, separate legal requirements for rental properties and new builds:
Rental Properties: Must have long-life photoelectric smoke alarms installed within 3 meters of every bedroom door (as per the Residential Tenancies Act).
New Builds/Renovations: Since November 2023 (and following a transition period ending in 2024), the Building Code now requires interconnected smoke alarms in all bedrooms and living spaces

4.5 Weather tightness inspection - Resicert conducts Inspections within the NZS 4306:2005 which is the industry benchmark for home inspections in New Zealand. However it is important to be aware that NZS 4306:2005 was published during the height of the "Leaky Building Crisis" and contains several inherent limitations when it comes to identifying systemic moisture issues.

A Pre Purchase inspection under this standard is a non-invasive visual assessment, whereas "Leaky House Syndrome" often hides behind internal wall linings where the eye cannot see. The weather tightness inspection is undertaken on a visual only inspection basis and as such the liability for this service is linked to that of a pre-purchase visual inspection under NZS 4306:2005. For moisture concerns related to weather tightness we recommend a more invasive inspection be carried out by a building specialist in leak detection.
The standard explicitly states that the inspection is visual only.
"Leaky" issues often involve structural rot in the framing timber (especially untreated Radiata Pine used in the 1990s/early 2000s) while the exterior cladding and interior plasterboard look perfectly fine.
An inspector following NZS 4306 is not required to perform "invasive" tests—such as drilling holes to take timber samples or removing weatherboards—unless specifically contracted to do so under a separate "Special Purpose Property Report."
The standard requires inspectors to use a moisture meter, but these have technical limits:
Scanning vs. Probing: Most standard inspections use non-invasive "capacitance" meters that scan the surface. These can give "false negatives" if the moisture is deep within the framing or "false positives" if they hit a metal corner bead.
Weather Dependency: If the inspection happens after a long dry spell, the meter may show normal levels even if the house leaks significantly during heavy rain.

Leaky House Syndrome is often caused by specific architectural "risk factors." These are concealed design flaws. While an inspector will note these, they cannot see the internal flashings (or lack thereof) that prevent water ingress.
The Limitation: The inspector can see a "monolithic cladding" or a "flat roof," but they cannot verify if the hidden waterproof membrane or the window joinery flashings were installed correctly.

It is important to note that the Pre Inspection Report is designed to identify "significant defects" visible at the time of inspection. It does not provide a guarantee or warranty against future leaks. Because the standard excludes the inspection of "intermittent" leaks or "concealed" defects, the Report does not offer any guarantees regarding the long-term watertightness of high-risk designs (like Mediterranean-style homes with no eaves).

5.0 Extent of Reporting : Significant items to be reported are as follows: (a) Major defects as defined in NZS 4306:2005 (b) A general impression regarding the extent of minor defects. (c) Any major defect that is an urgent and a serious safety hazard.

6.0 Safe and Reasonable Access : This is a visual inspection only. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. This will apply to roof spaces and underfloor access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. Roof inspection by walking upon the roof will be limited to single storey dwellings which are safely accessible with the use of a 3.6 metre ladder, and only when the slope, roof condition and climate do not reduce safety.
According to the standard, "reasonable access" is generally defined by the following minimum clearances:

Area | Access Hole / Entry Point | Crawl Space / Vertical Clearance
Roof Space (Void) | 600 mm x 600mm (approx.) | 600 mm x 600mm vertical clearance
Subfloor Area | 500 mm x 400mm (approx.) | 400 mm vertical (timber) / 500mm (concrete)

7.0 Exclusions from Inspection : Resicert Inspections New Zealand Limited need not inspect or report on the following items:Footings below the ground or concealed damp-proof course - the structural design or adequacy of any element of construction. - Electrical installations, smoke detectors, light switches and fittings, TV, sound and communications - Concealed plumbing, gas fittings and fixtures. - Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws. - Air- conditioning , alarm and intercom systems, automatic garage door mechanisms. - Swimming pools, pool fencing and associated filtration and similar equipment. - The operation of fireplaces and solid fuel heaters, including chimneys and flues. - Soft floor coverings. - Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum - Paint coatings, except external protective coatings. - Health hazards (e.g., allergies, soil toxicity, lead content, presence of asbestos). - Timber and metal framing sizes and adequacy and concealed tie-downs and bracing. - Timber pest activity. - Other mechanical or electrical equipment (such as gates, inclinators). - Soil conditions and control joints. - Sustainable development provisions. - Concealed framing-timbers or any areas concealed by wall linings/ sidings. - Lands

For Roof Cabling and Wiring, The standard classifies electrical wiring under "Services." It is important to note that a standard building inspection is visual only and not a technical electrical assessment.
Visual Safety: The inspector will note the presence of cabling and comment on obvious hazards, such as bare wires, charred insulation, or cables that appear to be damaged by rodents.
Loose Wiring: They may comment if cabling is poorly secured or interfering with other structural components.
Limitations: The inspector will not test the circuits, check the load capacity, or verify if the wiring meets the latest Electrical Code. They will typically recommend a separate inspection by a registered electrician if the wiring looks dated (e.g., old rubber-insulated or TRS cabling).

8.0 Liability and Limitations : The inspection shall comprise visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection. The Resicert Inspections New Zealand Limited report does not constitute a guarantee in relation to the property. It is a limited opinion of the condition of the inspected property at the time of inspection.

Property conditions can change significantly over time, particularly under severe weather conditions and extremes of temperature. Therefore our Reports are only valid for a period of 60 days following the date of Inspection.

Resicert Inspections New Zealand Limited's liability in relation to the inspection and report will be limited to a refund of the inspection fee. The inspection and report is undertaken for the Client named on the report. No responsibility is accepted to any third party.

9.0 Money Back Guarantee : If the client is not fully satisfied with the building inspection and/or building inspection report provided, Resicert Inspections New Zealand Limited will refund 100% of the building inspection fee to the client. This will require the client to complete the request for a refund application form and agree to the conditions there-in stated prior to a refund. This guarantee only applies for a period of 60 days from the date of the inspection. After this period it is at the full discretion of Resicert Inspections New Zealand Limited whether a request for a refund will be approved.

10.0 Follow up inspections : The initial fee does not allow for any follow up visits, if required, to the residence. A quote to undertake this activity will be provided if necessary.

11.0 Estimates Provided : Any estimates or budgets provided relating to work required to be undertaken is purely to provide an indication of approximate costs. The figures provided are not a quotation or estimate to carry out any works and can not be relied upon for this purpose. All estimates and budgets which are provided are done so only on this basis, and no liability, with the client or any third party, whatsoever will be accepted in relation to budgets and estimates provided, unless otherwise stated.

12.0 Probable Costings : Any probable costings outlined represent an opinion of renovation costs only which can vary considerably depending on range of factors including but not limited to:

Type and standard of materials, fittings and fixtures chosen. -Level of of client involvement and engagement required -Construction method and process chosen -Overall timings and duration of works undertaken -Fluctuations in building materials and labour costs -Scale and extent of the renovation project -When the renovation project is undertaken -Location of the works and site conditions

The probable costings provided is based on standard rates for previous projects and is not an elemental or detailed estimate. A detailed estimate of this nature can be provided by a Quantity Surveyor or through obtaining quotations from appropriate suppliers and tradesmen.

13.0 Approvals for access to property : The Client represents and assures Resicert Inspections New Zealand Limited that the Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless Resicert Inspections New Zealand Limited from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. Resicert Inspections New Zealand Limited recommends checking for permits on all additional construction performed on the property after the original construction.

14.0 Depreciation Schedules : Resicert Inspections New Zealand Limited works in conjunction with a Quantity Surveyor

to provide Depreciation Schedules for Investment Properties. The Quantity Surveyor is a third party and both logos (Resicert Inspections New Zealand Limited and the third party) will be listed at the top of the report. (2) Resicert Inspections New Zealand Limited holds Professional Indemnity Insurance for Depreciation Schedules, but the tax calculation provided by the Quantity Surveyor is entirely under the provision of the Quantity Surveyor used and Resicert Inspections New Zealand Limited cannot and does not accept liability in relation to any tax calculations.

15.0 Proprietary Rights: The report, contents, comments and format of this inspection report are the proprietary rights of Resicert Inspections New Zealand Limited Property Inspections and subject to copyright law. Unlawful duplication can result in penalties.

16.0 Asbestos Disclaimer: NZS 4306:2005 does not require a building inspector to test for or definitively identify asbestos.If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted. Many building materials for many years contained or were composed entirely of asbestos material. Approximate dates for legal disuse include: sprayed/lagging - late 1970s, cement sheeting - 1982, corrugated sheeting - 1984, other asbestos cement products - 1986, gaskets - 1997, friction pads - 2003. While your inspector may indicate that there may be some suspected asbestos material at the property, any property constructed prior to 2004 may have elements of asbestos in the materials, lagging, insulation, cement sheeting, piping, floor coverings, floor underlay, expansion joints, caulking, sink pads, toilet systems, pipe insulation, gaskets, gasket insulation and more materials and locations around the home. The only conclusive way to determine if asbestos is present in the home or as a part of the materials in the home is to take a sample and have it professionally tested. This sampling falls outside of the scope of this inspection. Sheeting and asbestos materials should fully sealed. If it is damaged, it should be dealt with immediately. If asbestos is noted as present within the property you should then seek advice from a qualified asbestos removal expert for further details and information on this material. Drilling, cutting or removing products containing asbestos is a high risk to peoples health and the Client should seek advice from a qualified asbestos removal expert.

17.0 Not a “Certificate of Building Compliance” report: The report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy and act as a compliance report for the purposes of "Building and Compliance". However, any comments made by the person who prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a review of the plans and the visually accessible parts of the property at the time of the inspection.

18.0 Ownership rights :Resicert Inspections New Zealand Limited T/A Resicert retains ownership and all rights to the inspection report. Resicert Inspections New Zealand Limited has the rights to all data collected during the inspection and compiled in the report. Resicert Inspections New Zealand Limited has the right to on-sell the inspection report to 3rd parties subject to removal of any specific Client details. All rights reserved.

19.0 In the event that a defect is identified that has not been documented in this report, Resicert Inspections New Zealand Limited must be notified before any remedial work is undertaken. No Liability shall be accepted where remedial action is taken prior to Resicert Inspections New Zealand Limited being advised of the defect and given the opportunity to re-inspect the property and identify the defect.