

TERMS AND CONDITIONS

Particulars

- A. The price payable may be subject to change if the property information supplied or confirmed online is different to what is onsite.
- B. The parties are:
- i. **Contractor: All individual businesses (Inspectors) operating** as “Betta Asbestos Consultancy”, “Betta Inspect It” or “Betta Property Compliance” brand (For the avoidance of doubt, the client is engaging **any individual businesses (Inspectors)** operating as “Betta Asbestos Consultancy”, “Betta Inspect It” or “Betta Property Compliance” NOT the individual inspector undertaking the inspection or the Contractor’s Licensor, Betta NZ Ltd).
 - ii. **Client:** Being the person(s) who has/have accepted these terms and conditions.
- C. The address of the property or properties to be inspected are as requested.

(herein referred to as the “Property”)
- E. The building or buildings and/or units to be inspected at the Property (herein referred to as “the Building”) are specified in the Report.

The Contractor and the Client agree that the Contractor will supply the Works subject to the following terms and conditions relevant to the services they are receiving:

Betta Asbestos Consultancy:

1. Definitions

- 1.1. “ACM” means asbestos containing material, which is any material or thing that, as part of its composition, contains asbestos, including dust or debris.
- 1.2. ‘Contractor’ shall mean the Contractor named in the above Particulars at clause C i as a party to these terms and conditions, its successors and assigns.
- 1.3. ‘Client’ shall mean the person(s) and/or legal entity and/or entities named or otherwise described in the above Particulars at clause C ii above as a party to these terms and conditions.
- 1.4. ‘Works’ shall mean testing for ACM and the supply of an asbestos survey Report and/or management Report and plan in relation to the Building at the Property as outlined in the Scope of Inspection and Scope of Works at schedule one or as otherwise mutually agreed in writing between the Contractor and the Client.

- 1.5. “Fee” shall mean, subject to clause 3, the price payable for the Works specified in the above Particulars at clause B plus GST, if any.
- 1.6. “Scope of Inspection” shall mean the Scope of Inspection at schedule one.
- 1.7. “Scope of Works” shall mean the Scope of Works at schedule one
- 1.8. “Report” shall mean any written Report and/or plan supplied by the Contractor to the Client as part of the Works including an asbestos survey, management Report and plan.

2. Interpretation

- 2.1. Singular words include the plural and vice versa and words importing one gender include the other gender.
- 2.2. References to clauses and schedules are to clauses in, and schedules to, this agreement (unless stated otherwise). Each schedule forms part of this agreement.

3. Price & Payment

- 3.1 Unless otherwise agreed in writing, the Client shall pay the Fee by the 20th of the month following completion of the Works.
- 3.2 The number of actual samples onsite will vary from site to site and will only be known on the completion of the Property visit. Samples are charged in addition to the Fee. The Contractor will advise the Client of the cost or an estimate of the cost of samples (on a per sample basis) before the Works commence.
- 3.3 The Contractor reserves the right to change the Fee in the event of any variation from the plan of scheduled Works or specifications including, but not limited to, any revisit in terms of clause 12.3, or any variation as a result of additional work required due to hidden or unidentifiable difficulties beyond the reasonable control of the Contractor. The Contractor will advise the Client of any change to the Fee in writing.

4. Time of Supply

- 4.1. The Works shall be supplied at approximately the date(s) and time(s) agreed by the Contractor and the Client. However, while the Contractor will make a reasonable effort to supply the Works at the date(s) and time(s) agreed, the Contractor reserves the right to vary the date(s) and time(s) that the Works are supplied at its absolute discretion.

5. Consumer Guarantees Act

- 5.1. These terms and conditions are subject to the Consumer Guarantees Act 1993 (“the Act”). To the extent that these terms and conditions apply to a “Consumer” as defined by the Act, and are inconsistent with Act, the provisions of the Act shall prevail.

- 5.2. If the Client is acquiring or otherwise being supplied with Works for the purpose(s) of a trade or business, the Client acknowledges that the provisions of the Act do not apply to the supply of those Works by the Contractor to the Client.

6. Intellectual Property and Confidentiality

- 6.1. The Works, including without limitation, the Report, is confidential and has been prepared solely for the Client and shall not be relied on by any third parties. The Contractor accepts no responsibility for anything done by any third party in reliance, whether wholly or in part, on any of the Works including, without limitation, the contents of the Report.
- 6.2. The Contractor retains copyright in any written designs, drawings, specifications, processes, Reports and any other documents created as part of, or for the purpose of performing, the Works. The Report, in whole or in part, may not be copied, reproduced or translated in any medium by the Client and shall not be supplied by the Client to any third parties other than the Client's professional advisers. For the avoidance of doubt, the Contractor may reproduce and sell to a third party a copy of the Report provided that all personal information of the Client shall be removed from such copy.

7. Default

- 7.1. Interest on any unpaid Fee, or part thereof, shall accrue daily from the date when payment of the Fee becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month, calculated daily, after as well as before any judgment.
- 7.2. If the Client defaults in payment of any Fee, or part thereof, when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including, without limitation, legal costs on a solicitor and client basis and any debt collection agency costs.
- 7.3. Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including the obligation to pay the Fee), the Contractor may, at its election, suspend or terminate the supply of Works to the Client and any of its other obligations under the terms and conditions. For the avoidance of doubt, the Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

8. Cancellation

- 8.1. The Contractor may, at will, cancel any contract to which these terms and conditions apply at any time before the Works are supplied by giving written notice to the Client. On giving such notice under this clause, the Contractor shall repay to the Client any sums paid in respect of the Fee. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

- 8.2. In the event that the Client cancels any contract to which these terms and conditions apply, the Client shall be liable for a cancellation fee equal to the full Fee, unless twenty four hours written notice of cancellation is given.

9. Privacy Act 2020

- 9.1. The Client authorises the Contractor to collect, retain, use and disclose any personal information about the Client for the following purposes (in addition to any purposes otherwise authorised by law):-

9.1.1. Enabling the Contractor to perform its obligations pursuant to any contract (including these terms and conditions) with the Client;

9.1.2. Administering, whether directly or indirectly, any contract (including without limitation, these terms and conditions) with the Client and enforcing the Contractor's rights thereunder;

9.1.3. Enabling the Contractor to communicate with the Client for any purpose.

- 9.2. The Client, if an individual, has a right of access to the Client's personal information held by the Contractor. The Client may request correction of that information and may require that the request be stored with that information. The Contractor may charge reasonable costs in providing access to that information.

10. Inspectors have no personal interest

- 10.1. The Contractor warrants that its inspectors have no interest, present or contemplated, in the subject Building at the Property.

11. Works

- 11.1. The Client acknowledges and agrees that:

11.1.1. The Works are subject to these terms and conditions including all limitations and disclaimers contained within the Scope of Inspection and the Scope of Works.

11.1.2. The areas tested by the Contractor at the Building may not be representative of the presence or absence of ACM throughout the entire subject Building or other areas of the Building where testing has not been conducted or is not possible to conduct.

11.1.3. The Report is not a guarantee or warranty of the presence or absence of ACM in the Building, its structures, systems or component parts.

- 11.1.4. The Report is subject to these terms and conditions including the limitations stated within the Report and **relates only** to the identification and management of ACM used in the construction of the Building **based only** on an overall visual and non-invasive assessment of the Building.
 - 11.1.5. The Report only applies to the areas included in the inspection as outlined in the Scope of Works. The Report does not apply to the areas which are not included in the inspection. Concealed ACM's within the fabric of the building will not be reported on.
 - 11.1.6. For the avoidance of doubt the Report is not a building report, building warrant of fitness report, code of compliance, certificate or otherwise. The Report does not include investigations into land contamination associated with asbestos or any other contaminant at the Building and the Property. All matters other than those identified at clause 11.1.4, and all matters not specifically identified in the Report as having been inspected, are excluded from the Report absolutely.
 - 11.1.7. The Report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the Building and the Property and it should not be relied upon as such.
 - 11.2. For multi-unit properties, the Contractor will conduct testing at the specified unit only. For the avoidance of doubt, for multi-unit properties the Report will not include comment, advice, and/or other statements in relation to common areas and/or accessory units.
- 12. Reasonable Access**
- 12.1. The Client will ensure that the Contractor is legally entitled to have reasonable access to the Building including, without limitation, the roof cavity and foundation spaces.
 - 12.2. Reasonable access is access that is safe, unobstructed and which has a minimum clearance of a 450 x 400mm opening access door that can be safely accessed from a 3.6m ladder and a minimum crawl space of 610 x 610mm in the ceiling space and a 500 x 400mm opening access door and a minimum crawl space of 500mm vertical clearance from the sub floor area. Roofs can be safely accessed from a 3.6 m ladder (or if the minimum clearance is not available, the area can be subject to a visual inspection only subject to reasonable visibility from the ground).
 - 12.3. Where the Contractor is required to re-visit a Building because access was not gained at the agreed time of inspection, a further charge based on an hourly rate of \$138 per hour, will be added to the Fee.

13. Limitation of Liability

13.1. For the purpose of clauses 13.2 and 13.3 the Contractor includes and extends to the Contractor, the Contractor's directors, the Contractor's employees, the Contractor's representatives, the Contractor's contractors, the Contractor's licensor (Betta NZ Ltd), the Contractor's licensor's directors, and/or the Contractor's agents.

13.2. Notwithstanding anything in these terms and conditions or at law or in equity to the contrary but subject to the Contractor's obligations under the Consumer Guarantees Act (if applicable):

The Contractor will not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

- (i) Any breach of these terms and conditions by the Contractor;
- (ii) The Works including, without limitation, any inspection undertaken and Report published and supplied by the Contractor to the Client;
- (iii) The use of the Works;
- (iv) Any failure of the Works to meet reasonable industry standards for any reason whatsoever (including, without limitation, negligence).

13.2.1. The Contractor's liability in relation to these terms and conditions and all related matters (whether arising under contract, tort (including negligence) equity or otherwise) will be limited to, at the Contractor's election, to the Price or remedying any defect in the Works caused by the Contractor's breach of obligation; and

13.2.2. For the avoidance of doubt the Works and any related Report have been carried out solely for the Client, and the Contractor will not be liable for any direct indirect or consequential loss suffered by a third party absolutely, including any loss suffered arising from a third party's reliance on any of the Works or the contents of the Report.

13.2.3. The Client indemnifies the Contractor against all and any claim(s) by any third party for losses, including legal costs on a solicitor and client basis, (whether arising under tort (including negligence) equity or otherwise) arising from:

- (i) Any act of, or omission by, the Contractor in its performance of these terms and conditions; and/or
- (ii) Any act of, or omission by, the Client in its performance of these terms and condition.

13.3. Without limiting clauses 13.1 and 13.2, the Client acknowledges that because the following matters are outside the scope of the Works, and for the avoidance of doubt:

- 13.3.1. The Contractor shall not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:
- (i) The ingress of water into a building or structure and any physical loss or damage to the building or structure arising directly or indirectly, in whole or in part, from the ingress of water;
 - (ii) Rot or other gradual deterioration of a building or structure arising directly or indirectly, in whole or in part, from the ingress of water;
 - (iii) 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;
 - (iv) 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 any way 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; and/or
 - (v) The failure of any building to meet or conform to the requirements of the Building Act and the Building Code in relation to external water, moisture, durability, liquefaction, ground movement or erosion.

14. General

- 14.1. Any provision of these terms and conditions that is binding on more than one party will bind such parties jointly and severally.
- 14.2. The failure of or delay by the Contractor in requiring performance of any obligation of the Client pursuant to these terms and conditions is not a waiver of the Contractor's right:
- 14.2.1. to claim damages and/or an indemnity for breach of that obligation; and
 - 14.2.2. to require performance of that or any other obligation under these terms and conditions at any time, unless notice to that effect is given in writing signed by the party entitled to the benefit of that provision or right. Any waiver given in accordance with this clause is effective only to the extent expressly set out in such notice.
- 14.3. These terms and conditions record the entire arrangement between the parties relating to the matters dealt with in the terms and conditions and supersedes all previous arrangements, whether written, oral, or both, relating to such matters.
- 14.4. If any provision of these terms and conditions is or becomes invalid or unenforceable, that provision will be deemed deleted from the terms and conditions and such

invalidity or unenforceability will not affect the other provisions of the terms and conditions, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.

- 14.5. No variation or amendment to these terms and conditions is effective unless it is in writing and signed by all the parties.
- 14.6. The Client may not transfer or assign any of the Client's liabilities or rights under the terms and conditions to any other person without the prior written of the Contractor. The Contractor may transfer or assign any of its liabilities or rights under the terms and conditions to any other person.
- 14.7. The terms and conditions will be binding against and for the benefit of each party, its permitted successors and its permitted assigns. Except as expressly provided for in these terms and conditions, a person who is not a party to these terms and conditions will have no rights or remedies under the terms and conditions, including under the Contract and Commercial Law Act 2017, to enforce any of its terms.
- 14.8. The Client acknowledges that the Client has entered into these terms and conditions relying on the Client's own judgement and that the Client has not entered into the terms and conditions relying upon any representation (express or implied) made by the Contractor.
- 14.9. The Client warrants that the Client is legally entitled to enter into the terms and conditions.
- 14.10. These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these terms and conditions and the agreement they record.

Betta Inspect It:

1. Definitions

1.1 '*Contractor*' shall mean the Contractor named in the above Particulars at clause C i as a party to these terms and conditions, its successors and assigns.

1.2 '*Client*' shall mean the person(s) and/or legal entity and/or entities named or otherwise described in the above Particulars at clause C ii above as a party to these terms and conditions.

1.3 '*Works*' shall mean the Works described in the confirmation and invoice provided by the Contractor to the Client save that:

1.3.1 In respect of any building inspection and related Report to be supplied by the Contractor to the Client the scope of the Works is defined in clause 10 below.

1.3.2 In respect of any Methamphetamine sampling and related Report to be supplied by the Contractor to the Client the scope of works is defined in clause 11 below.

1.4 “Fee” shall mean, subject to clause 2, the price payable for the Works specified in the above Particulars at clause B inclusive of GST, if any.

1.5 “Report” shall mean any written Report supplied by the Contractor to the Client as part of the Works.

2. Price & Payment

2.1 Unless otherwise agreed in writing, the Client shall pay the fees invoiced on the 20th working day of the following month.

2.2 The Contractor reserves the right to change the Fee in the event of any variation from the plan of scheduled Work or specifications including, but not limited to, any revisit in terms of clause 12.3, or any variation as a result of additional Work required due to hidden or unidentifiable difficulties beyond the reasonable control of the Contractor. The Contractor will advise the Client of any change to the Fee in writing.

3. Time of Supply

3.1 The Works shall be supplied at approximately the date(s) and time(s) agreed by the Contractor and the Client. However, while the Contractor will make a reasonable effort to supply the Works at the date(s) and time(s) agreed, the Contractor reserves the right to vary the date(s) and time(s) that the Works are supplied at its absolute discretion.

4.0 Consumer Guarantees Act

4.1 These terms and conditions are subject to the Consumer Guarantees Act 1993 (“the Act”). To the extent that these terms and conditions apply to a “Consumer” as defined by the Act, and are inconsistent with Act, the provisions of the Act shall prevail.

4.2 If the Client is acquiring or otherwise being supplied with Works for the purpose(s) of a trade or business, the Client acknowledges that the provisions of the Act do not apply to the supply of those Works by the Contractor to the Client.

5.0 Intellectual Property and Confidentiality

5.1 The Works, including without limitation, the Report, is confidential and has been prepared solely for the Client and shall not be relied on by any third parties. The Contractor accepts no responsibility for anything done by any third party in reliance, whether wholly or in part, on any of the Works including, without limitation, the contents of the Report.

5.2 The Contractor retains copyright in any written designs, drawings, specifications, processes, Reports and any other documents created as part of, or for the purpose of performing, the Works. The Report, in whole or in part, may not be copied, reproduced or translated in any medium by the Client and shall not be supplied by the Client to any third parties other than the Client’s professional advisers. For the avoidance of doubt, the Contractor may reproduce and sell to a third party a copy of the Report provided that all personal information of the Client shall be removed from such copy.

6.0 Default

6.1 Interest on any unpaid Fee, or part thereof, shall accrue daily from the date when payment of the Fee becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month, calculated daily, after as well as before any judgment.

6.2 If the Client defaults in payment of any Fee, or part thereof, when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including, without limitation, legal costs on a solicitor and client basis and any debt collection agency costs.

6.3. Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including the obligation to pay the Fee), the Contractor may, at its election, suspend or terminate the supply of Works to the Client and any of its other obligations under the terms and conditions. For the avoidance of doubt, the Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

7.0 Cancellation

7.1 The Contractor may, at will, cancel any contract to which these terms and conditions apply at any time before the Works are supplied by giving written notice to the Client. On giving such notice under this clause, the Contractor shall repay to the Client any sums paid in respect of the Fee. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

7.2 In the event that the Client cancels any contract to which these terms and conditions apply, the Client shall be liable for a cancellation fee equal to the full Fee, unless twenty four hours written notice of cancellation is given.

8.0 Privacy Act 2020

8.1 The Client authorises the Contractor to collect, retain, use and disclose any personal information about the Client for the following purposes (in addition to any purposes otherwise authorised by law):-

8.1.1 Enabling the Contractor to perform its obligations pursuant to any contract (including these terms and conditions) with the Client;

8.1.2 Administering, whether directly or indirectly, any contract (including without limitation, these terms and conditions) with the Client and enforcing the Contractor's rights thereunder;

8.1.3 Enabling the Contractor to communicate with the Client for any purpose.

8.2 The Client, if an individual, has a right of access to the Client's personal information held by the Contractor. The Client may request correction of that information and may require that the request be stored with that information. The Contractor may charge reasonable costs in providing access to that information.

9.0 Inspectors have no personal interest

9.1 The Contractor warrants that its inspectors have no interest, present or contemplated, in the subject building.

10.0 Scope of Works – Building Inspection and Report

10.1 Clause 10 (including its subclauses) defines the scope of the Works for any building inspection and Report supplied by the Contractor to the Client.

10.2 Any Report supplied by the Contractor will comply with NZS 4306:2005 or its successors. The Report is based on an "exceptions or information basis" i.e. listing only significant defects.

10.3 The Report is, subject to these terms and conditions including the limitations contained herein, based on an overall visual and non-invasive assessment, as at the date of inspection, of nine (9) areas of the building and surrounds which is the subject of the Contractor's inspection: Exterior roof, roof space, external wall cladding, foundation and subfloor, plumbing system, electrical system, weathertightness, site improvements, pest and potential hazard, and other points of interest.

10.4 The Contractor will not carry out any destructive testing, or move any furniture or appliances. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. All components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect (such as, for example, plumbing, drainage, heating, framing, ventilation, insulation or wiring) are excluded from the Contractor's inspection and from the Report.

10.5 The Report is not an all encompassing report detailing every minor defect or minor outstanding maintenance issue. The inspection and the Report are not intended to be technically comprehensive, or to imply that every component was inspected, or that every possible defect was discovered. The Report does not comment on the condition of a particular building element but rather rates the overall concern level. For example, if there are rotten weatherboards over the entire south wall of a building the level of concern is likely to be high (red) whereas if the property has a few weatherboards that require minor filling the concern level is likely to be low (green).

10.6 The Report is intended only as a general guide to help the Client evaluate the overall condition of the building.

10.7 The Report is not intended to be a warranty or guarantee of the current or future adequacy or performance of the building, its structure, systems, or their component parts.

10.8 The Report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the building and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.

10.9 The Report is not:

- 10.9.1 An electrical report;
- 10.9.2 A plumbing report;
- 10.9.3 A gas report;
- 10.9.4 An appliances report;
- 10.9.5 A geological or geotechnical report (including, without limitation, any such report on foundation integrity or soil conditions);
- 10.9.6 A structural engineering report;
- 10.9.7 A survey report (including, without limitation, any such report regarding boundaries);
- 10.9.8 A comprehensive weathertightness report;
- 10.9.9 An earthquake or other natural disaster damage assessment;
- 10.9.10 A code of compliance report or certificate; or Safe & Sanitary report or certificate;
- 10.9.11 A property valuation;
- 10.9.12 A building warrant of fitness report or certificate.

10.10 Excluded from the Report are the following matters:

Geological stability, soil conditions, structural stability, electromagnetic radiation, environmental hazards, building codes, zoning ordinance violations, engineering analysis, water or air contaminants of any kind, toxic moulds, termites or other infestations, asbestos, formaldehyde, rotting (non visual), detached buildings, sheds, swimming pools and spas and related piping, private water systems, septic systems, sauna, specialized electronic controls of any kind, elevators, dumb waiters, water softener and purification systems, solar systems, internal system components, system adequacy or efficiency, prediction of life expectancy of any item or system, latent or concealed defects, appraisal of property value, repair estimates, playground equipment, efficiency measurement of insulation, lead paint, toxic or flammable materials, heating and cooling equipment including heat pumps and fireplaces, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality and quantity), intercoms, security systems, heat sensors, liquefaction zones or flooding plains, neighbourhood amenity issues such as noise and traffic and flight paths, common areas (including roof, foundations or site improvements), legal title including covenants, planning and resource consent issues, long term maintenance planning, rental property tenancy inspections, heritage obligations, areas where reasonable access as defined by these terms and conditions is not provided to the Contractor, compliance with body corporate rules, compliance with any other governmental or non-governmental code or plan or statute or regulation, legal boundaries or other surveying issues, any component or system or item not specifically identified in the Report as having been inspected, and a full and comprehensive weathertightness investigation.

10.11 Non-invasive moisture readings will be taken by the Contractor at random. For the avoidance of doubt, the Client acknowledges that any building that suffers from rotting, leaky home syndrome and/or toxic mould is not covered by the Contractor's inspection and Report. The Client further acknowledges the Contractor's recommendation to obtain a full weathertightness investigation and report from a suitably qualified weathertightness professional.

10.12 For multi- unit properties, the Contractor will inspect and assess only the condition of the interior and accessible parts of the immediate exterior of the particular unit. For the avoidance of doubt, for multi-unit properties the Report will not include comment, advice and/or other statements in relation to common areas including any roof, foundation, site improvements and/or accessory units.

11.0 Scope of Work – Methamphetamine Sampling

11.1 Clause 11 (including its subclauses) defines the scope of Works for any methamphetamine sampling supplied by the Contractor to the Client.

11.2 The Contractor will obtain random samples from the subject building. Those samples will be forwarded to an IANZ laboratory, Hill Laboratories - R J Hill Laboratories Limited ("RJH"). RJH shall process the samples and produce a Report. The Contractor shall supply a Report to the Client.

11.3 The Client acknowledges that the random samples collected by the Contractor at the subject building may not be representative of the presence or absence of methamphetamine throughout the entire building or other areas of the building where samples have not been collected.

11.4 The sample collection by the Contractor and the Report produced is not a guarantee or warranty of the presence or absence of methamphetamine in the building, its structures, systems, or component parts.

11.5 The sample collection by the Contractor and the Report produced does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the building and it should not be relied upon as such.

11.6 The Client acknowledges that:

11.6.1 Clause 10.9 applies with the addition that the Report is not a building inspection report;

11.6.2 Clause 10.10 applies with the addition that excluded from the Report is a building inspection.

11.7 For multi-unit properties, the Contractor will collect samples from the particular subject unit only.

12.0 Reasonable Access

12.1 The Client will ensure that the Contractor is legally entitled to have reasonable and unobstructed access to the building that is the subject of the Works including, without limitation, the roof cavity and foundation spaces.

12.2 Reasonable access is access that is safe, unobstructed and for sub-floor inspection, safe access is a minimum clearance of a 450 x 400mm opening access door and a minimum crawl space of 500mm vertical clearance from the sub floor area. For the roof cavity those areas that can be safely accessed from a 3.6m ladder and a minimum crawl space of 610 x 610mm and a 500 x 400mm opening access door. Exterior roofs can be safely accessed from a 3.6 m ladder (or if the safe conditions are not available, the area can be subject to a visual inspection only subject to reasonable visibility from the ground).

12.3 Where the Contractor is required to re-visit a building because access was not gained at the agreed time of inspection, a further charge based on an hourly rate of \$138 per hour, will be added to the Fee.

13.0 Limitation of Liability

13.1 For the purpose of this clauses 13.2 and 13.3 the Contractor includes and extends to the Contractor, the Contractor's directors, the Contractor's employees, the Contractor's representatives, the Contractor's contractors, the Contractor's licensor (Betta NZ Ltd), the Contractor's licensor's directors, MSL and/or the Contractor's agents.

13.2 Notwithstanding anything in these terms and conditions or at law or in equity to the contrary but subject to the Contractor's obligations under the Consumer Guarantees Act (if applicable):

13.2.1 The Contractor will not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

- (i) Any breach of these terms and conditions by the Contractor;
- (ii) The Works including, without limitation, any inspection undertaken and Report published and supplied by the Contractor to the Client;
- (iii) The use of the Works;
- (iv) Any failure of the Works to meet reasonable industry standards for any reason whatsoever (including, without limitation, negligence);

13.2.2 The Contractor's liability in relation to these terms and conditions and all related matters (whether arising under contract, tort (including negligence) equity or otherwise) will be limited to, at the Contractor's election, to the Price or remedying any defect in the Works caused by the Contractor's breach of obligation; and

13.2.3 The Client indemnifies the Contractor against all and any claim(s) by any third party for losses, including legal costs on a solicitor and client basis, (whether arising under tort (including negligence) equity or otherwise) arising from:

(i) Any act of, or omission by, the Contractor in its performance of these terms and conditions; and/or

(ii) Any act of, or omission by, the Client in its performance of these terms and conditions.

13.3 Without limiting clauses 13.1 and 13.2, the Client acknowledges that because the following matters are outside the scope of the Works, and for the avoidance of doubt:

13.3.1 The Contractor shall not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

(i) The ingress of water into a building or structure and any physical loss or damage to the building or structure arising directly or indirectly, in whole or in part, from the ingress of water;

(ii) Rot or other gradual deterioration of a building or structure arising directly or indirectly, in whole or in part, from the ingress of water;

(iii) 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;

(iv) 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 any way 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; and/or

(v) The failure of any building to meet or conform to the requirements of the Building Act and the Building Code in relation to external water, moisture, durability, liquefaction, ground movement or erosion.

14.0 General

14.1 Any provision of these terms and conditions that is binding on more than one party will bind such parties jointly and severally.

14.2 The failure of or delay by the Contractor in requiring performance of any obligation of the Client pursuant to these terms and conditions is not a waiver of the Contractor's right:

14.2.1 to claim damages and/or an indemnity for breach of that obligation; and

14.2.2 to require performance of that or any other obligation under these terms and conditions at any time, unless notice to that effect is given in writing signed by the party entitled to the benefit of that provision or right. Any waiver given in accordance with this clause is effective only to the extent expressly set out in such notice.

14.3 These terms and conditions record the entire arrangement between the parties relating to the matters dealt with in the terms and conditions and supersedes all previous arrangements, whether written, oral, or both, relating to such matters.

14.4 If any provision of these terms and conditions is or becomes invalid or unenforceable, that provision will be deemed deleted from the terms and conditions and such invalidity or unenforceability will not affect the other provisions of the terms and conditions, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.

14.5 No variation or amendment to these terms and conditions is effective unless it is in writing and signed by all the parties.

14.6 The Client may not transfer or assign any of the Client's liabilities or rights under the terms and conditions to any other person without the prior written of the Contractor. The Contractor may transfer or assign any of its liabilities or rights under the terms and conditions to any other person.

14.7 The terms and conditions will be binding against and for the benefit of each party, its permitted successors and its permitted assigns. Except as expressly provided for in these terms and conditions, a person who is not a party to these terms and conditions will have no rights or remedies under the terms and conditions, including under the Contracts (Privacy) Act 1982, to enforce any of its terms.

14.8 The Client acknowledges that the Client has entered into these terms and conditions relying on the Client's own judgement and that the Client has not entered into the terms and conditions relying upon any representation (express or implied) made by the Contractor.

14.9 The Client warrants that the Client is legally entitled to enter into the terms and conditions.

14.10 These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these terms and conditions and the agreement they record.

Betta Property Compliance:

Particulars

These terms and conditions apply to any of the following Works requested by the Client which the Contractor has agreed, in writing, to supply:

1. Playground Safety Audit - Schedule One
2. Healthy Homes Inspection - Schedule Two
3. Rental Property Inspection - Schedule Three
4. Initial Methamphetamine Testing - Schedule Four - Part I
5. Detailed Methamphetamine Testing – Schedule Four– Part II
6. Lead Testing - Schedule Five
7. Mould Testing - Schedule Six
8. Quality Assurance Audit - Schedule Seven

9. Routine Compliance Inspection – Schedule Eight

10. Smoke Alarm Compliance Check – Schedule Nine

The Works shall be performed at the address(es) requested by the Client and confirmed in writing by the Contractor (individually and collectively referred to as “the Property”).

The Contractor and the Client agrees that the Contractor will supply the Works subject to the following terms and conditions:

1. Definitions

1.1. ‘Building or buildings and/or units’ are any building, buildings and/or units inspected and/or tested at the Property.

1.2. ‘Contractor’ shall mean the Contractor named in the above Particulars at clause C i as a party to these terms and conditions, its successors and assigns.

1.3. ‘Client’ shall mean the person(s) and/or legal entity and/or entities named or otherwise described in the above Particulars at clause C ii above as a party to these terms and conditions.

1.4. ‘Equipment’ means playground equipment, if any, at Property specified in clause E above.

1.5. ‘Works’ , unless otherwise mutually agreed in writing by the Contractor and the Client, shall mean the Works specified in clause D above (as requested by the Client and by which the Contractor has agreed, in writing to supply), at Property specified in clause E above.

1.6. “Fee” shall mean, subject to clause 3, the price payable for the Works specified in the above Particulars at clause B plus GST.

1.7. “Scope of Works” shall mean the Scope of Works as defined in clause 11 and the applicable Schedule(s).

1.8. “Report” shall mean any written Report(s) and/or plan supplied by the Contractor to the Client as part of the Works.

1. 2. Interpretation

2.1. Singular words include the plural and vice versa.

2.2. References to clauses and schedules are to clauses in, and schedules to, these terms and conditions (unless stated otherwise). In the event of a conflict or inconsistency between the provisions of any Schedule and these terms and conditions, the terms and conditions shall prevail.

3. Price & Payment

3.1 Unless otherwise agreed in writing, the Client shall pay the Fee prior to the date that the Contractor commences the Works.

3.2 The Contractor reserves the right to amend the Fee in the event of any variation from the plan of scheduled Works or specifications including, but not limited to, any revisit in terms of clause 12.3, or any variation as a result of additional work required due to hidden or unidentifiable difficulties beyond the reasonable control of the Contractor. The Contractor will advise the Client of any change to the Fee in writing.

2. 4. Time of Supply

4.1 The Works shall be supplied at approximately the date(s) and time(s) agreed by the Contractor and the Client. However, while the Contractor will make a reasonable effort to supply the Works at the date(s) and time(s) agreed, the Contractor reserves the right to vary the date(s) and time(s) that the Works are supplied at its absolute discretion.

3. 5. Consumer Guarantees Act

5.1 These terms and conditions are subject to the Consumer Guarantees Act 1993 (“the Act”). To the extent that these terms and conditions apply to a “Consumer” as defined by the Act, and are inconsistent with Act, the provisions of the Act shall prevail.

5.2 If the Client is acquiring or otherwise being supplied with Works for the purpose(s) of a trade or business, the Client acknowledges that the provisions of the Act do not apply to the supply of those Works by the Contractor to the Client.

6. Intellectual Property and Confidentiality

6.1 The Works, including without limitation, any Report, is confidential and has been prepared solely for the Client and shall not be relied on by any third party. The Contractor accepts no responsibility for anything done by any third party in reliance, whether wholly or in part, on any of the Works including, without limitation, the contents of any Report.

6.2 The Contractor retains copyright in any written designs, drawings, specifications, processes, Reports and any other documents created as part of, or for the purpose of performing, the Works. Any Report, in whole or in part, may not be copied, reproduced or translated in any medium by the Client and shall not be supplied by the Client to any third party other than the Client’s professional advisers. For the avoidance of doubt, the Contractor may reproduce and sell to a third party a copy of any Report provided that all personal information of the Client shall be removed from such copy.

7. Default

7.1 Interest on any unpaid Fee, or part thereof, shall accrue daily from the date when payment of the Fee becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month, calculated daily, after as well as before any judgment.

7.2 If the Client defaults in payment of any Fee, or part thereof, when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including, without limitation, legal costs on a solicitor and client basis and any debt collection agency costs.

7.3 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including the obligation to pay the Fee), the Contractor may, at its election, suspend or terminate the supply of Works to the Client and any of its other obligations under these terms and conditions. For the avoidance of doubt, the Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

8. Cancellation

8.1 The Contractor may, at will, cancel any contract to which these terms and conditions apply at any time before the Works are supplied by giving written notice to the Client. On giving such notice under this clause, the Contractor shall repay to the Client any sums paid in respect of the Fee. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

8.2 In the event that the Client cancels any contract to which these terms and conditions apply, the Client shall be liable for a cancellation fee equal to the full Fee, unless twenty four hours written notice of cancellation is given.

9. Privacy Act 2020

9.1 The Client authorises the Contractor to collect, retain, use and disclose any personal information about the Client for the following purposes (in addition to any purposes otherwise authorised by law):-

9.1.1 Enabling the Contractor to perform its obligations pursuant to any contract (including these terms and conditions) with the Client;

9.1.2 Administering, whether directly or indirectly, any contract (including without limitation, these terms and conditions) with the Client and enforcing the Contractor's rights thereunder;

9.1.3 Enabling the Contractor to communicate with the Client for any purpose.

9.2 The Client, if an individual, has a right of access to the Client's personal information held by the Contractor. The Client may request correction of that information and may require that

the request be stored with that information. The Contractor may charge reasonable costs in providing access to that information.

10. Inspectors have no personal interest

10.1 The Contractor warrants that its inspectors have no interest, present or contemplated, in any Building or Equipment at the Property.

11. Scope of Works

11.1 The Client acknowledges and agrees that the Works are subject to these terms and conditions including all limitations and disclaimers contained within the Scope of Works provided in each applicable Schedule save that in all cases:

11.1.1 The Scope of Works does not include areas which are not included in the inspection, tested area or are not included in the Report. All matters not specifically identified in any Report as having been inspected are excluded from the Scope of Works (including, without limitation, the Report) absolutely;

11.1.2 The Scope of Works is subject to any express limitations stated within the Report;

11.1.3 The Scope of Works does not extend to concealed defects and/or substances within the Building, and if applicable, the Equipment, and such matters will not be reported on;

11.1.4 For the avoidance of doubt any Report supplied is not a building report, building warrant of fitness report, code of compliance report or certificate, appliance report, geological or geotechnical report, a survey report, a comprehensive weathertightness report, an earthquake or natural disaster damage assessment, a valuation, or an investigation into land contamination;

11.1.5 Any Report is not an all-encompassing report detailing every minor defect or minor outstanding issue. The inspection, testing (if applicable) and the Report are not intended to be technically comprehensive, or to imply that every component was inspected, tested (if applicable) or that every possible defect, substance or issue was discovered;

11.1.6 Any Report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the Building, Equipment and/or Property and it should not be relied upon as such;

11.1.7 Unless expressly included in any Report (and in that event such matters remain subject to all other provisions in these terms and conditions), the following matters are excluded from any inspection testing and/or Report:

Geological stability, soil conditions, structural stability, electromagnetic radiation, environmental hazards, building codes, zoning ordinance violations, engineering analysis, water or air contaminants of any kind, toxic moulds, termites or other infestations, asbestos, formaldehyde, rotting (non-visual), detached buildings, sheds, swimming pools and spas and related piping, private water systems, septic systems, sauna, specialized electronic controls of any kind, elevators, dumb waiters, water softener and purification systems, solar systems, internal system components, system adequacy or efficiency, prediction of life expectancy of any item or system, latent or concealed defects, appraisal of property value, repair estimates, playground equipment, efficiency measurement of insulation, lead paint, toxic or flammable materials, heating and cooling equipment including heat pumps and fireplaces, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality and quantity), intercoms, security systems, heat sensors, liquefaction zones or flooding plains, neighbourhood amenity issues such as noise and traffic and flight paths, common areas (including roof, foundations or site improvements), legal title including covenants, planning and resource consent issues, long term maintenance planning, rental property tenancy inspections, heritage obligations, areas where reasonable access as defined by these terms and conditions is not provided to the Contractor, compliance with body corporate rules, compliance with any other governmental or non-governmental code or plan or statute or regulation, legal boundaries or other surveying issues, any component or system or item not specifically identified in the Report as having been inspected, and a full and comprehensive weathertightness investigation;

11.1.8 Where samples are required for testing, the contractor will make a best effort to limit any damage and all samples will be taken by the Contractor at random;

11.1.9 The Client further acknowledges the Contractor's recommendation and advice that weathertightness issues can only be determined by obtaining a full weathertightness investigation and report from a suitably qualified third party weathertightness professional. The Client acknowledges the Scope of Works (including, without limitation, the Report) will not assess or advise in relation to the weathertightness of any Building or Equipment and that the Contractor shall not be liable in the event that any Building or Equipment suffers from weathertightness defects (including, without limitation, rotting, leaky home syndrome and/or toxic mould);

11.1.10 The Contractor will not move any furniture or appliances. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. Without limiting the generality of clause 11.1.3, all components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect (such as, for example, plumbing, drainage, heating, framing, ventilation, insulation or wiring) are excluded from the Contractor's inspection, testing (if applicable) and from the Report; and

11.1.11 For multi- unit properties, the Contractor will inspect and as applicable test only the condition of the interior and accessible parts of the immediate exterior of the particular unit. For the avoidance of doubt, for multi-unit properties any Report will not include comment, advice, test results and/or other statements in relation to common areas including any roof, foundation, site improvements and/or accessory units.

12. Reasonable Access

12.1 The Client will ensure that the Contractor is legally entitled to have reasonable access to the Building (including, without limitation, the roof cavity and foundation spaces) and, if applicable, Equipment.

12.2 Reasonable access to a Building is access that is safe, unobstructed and which has a minimum clearance of a 450 x 400mm opening access door that can be safely accessed from a 3.6m ladder and a minimum crawl space of 610 x 610mm in the ceiling space and a 500 x 400mm opening access door and a minimum crawl space of 500mm vertical clearance from the sub floor area. Roofs can be safely accessed from a 3.6 m ladder (or if the minimum clearance is not available, the area can be subject to a visual inspection only subject to reasonable visibility from the ground).

12.3 In the event that the Contractor is required to re-visit a building because access was not gained at the agreed time of inspection, the Client shall be liable for a futile fee equal to the full fee.

13. Limitation of Liability

13.1 For the purpose of clauses 13.2 and 13.3 the Contractor includes and extends to the Contractor, the Contractor's directors, the Contractor's employees, the Contractor's representatives, the Contractor's contractors, the Contractor's licensor (Betta NZ Limited), the Contractor's licensor's directors, and/or the Contractor's agents.

13.2 Notwithstanding anything in these terms and conditions or at law or in equity to the contrary but subject to the Contractor's obligations under the Consumer Guarantees Act (if applicable):

13.2.1 The Contractor will not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

- (i) Any breach of these terms and conditions by the Contractor;
- (ii) The Works including, without limitation, any inspection and/or testing undertaken, and Report published and supplied by the Contractor to the Client;
- (iii) The use of the Works;
- (iv) Any failure of the Works to meet reasonable industry standards for any reason whatsoever (including, without limitation, negligence).

13.2.2 The Contractor's liability in relation to these terms and conditions and all related matters (whether arising under contract, tort (including negligence) equity or

otherwise) will be limited to, at the Contractor's election, to the Price or remedying any defect in the Works caused by the Contractor's breach of obligation.

13.2.3 For the avoidance of doubt the Works and any related Report have been carried out solely for the Client, and the Contractor will not be liable for any direct, indirect or consequential loss suffered by a third party absolutely, including any loss suffered arising from a third party's reliance on any of the Works or the contents of the Report; and

13.2.4 The Client indemnifies the Contractor against all and any claim(s) by any third party for losses, including legal costs on a solicitor and client basis, (whether arising under tort (including negligence) equity or otherwise) arising from:

(i) Any act of, or omission by, the Contractor in its performance of these terms and conditions; and/or

(ii) Any act of, or omission by, the Client in its performance of these terms and condition.

13.3 Without limiting clauses 13.1 and 13.2, the Client acknowledges that because the following matters are outside the scope of the Works, and for the avoidance of doubt:

13.2.1 The Contractor shall not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

(i) The ingress of water into a Building, Equipment or structure and any physical loss or damage to the Building, Equipment or structure arising directly or indirectly, in whole or in part, from the ingress of water;

(ii) Rot or other gradual deterioration of a Building, Equipment or structure arising directly or indirectly, in whole or in part, from the ingress of water;

(iii) Fungus, mould, mildew, yeast, rot or decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms in any Building, Equipment, structure or any spore or toxin produced;

(iv) 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 any way responding to or assessing the effects of any toxic substance or contaminant including methamphetamine, fungus, mould, mildew, yeast, rot or decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms, in any Building, Equipment or structure; and/or

(v) The failure of any Building, Equipment or structure to meet or conform to the requirements of the Building Act and the Building Code in relation to external water, moisture, durability, liquefaction, ground movement or erosion.

14. General

14.1 Any provision of these terms and conditions that is binding on more than one party will bind such parties jointly and severally.

14.2 The failure of or delay by the Contractor in requiring performance of any obligation of the Client pursuant to these terms and conditions is not a waiver of the Contractor's right:

14.2.1 to claim damages and/or an indemnity for breach of that obligation; and

14.2.2 to require performance of that or any other obligation under these terms and conditions at any time, unless notice to that effect is given in writing signed by the party entitled to the benefit of that provision or right. Any waiver given in accordance with this clause is effective only to the extent expressly set out in such notice.

14.3 These terms and conditions record the entire arrangement between the parties relating to the matters dealt with in the terms and conditions and supersedes all previous arrangements, whether written, oral, or both, relating to such matters.

14.4 If any provision of these terms and conditions is or becomes invalid or unenforceable, that provision will be deemed deleted from the terms and conditions and such invalidity or unenforceability will not affect the other provisions of the terms and conditions, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.

14.5 No variation or amendment to these terms and conditions is effective unless it is in writing and signed by all the parties.

14.6 The Client may not transfer or assign any of the Client's liabilities or rights under the terms and conditions to any other person without the prior written of the Contractor. The Contractor may transfer or assign any of its liabilities or rights under the terms and conditions to any other person.

14.7 The terms and conditions will be binding against and for the benefit of each party, its permitted successors and its permitted assigns. Except as expressly provided for in these terms and conditions, a person who is not a party to these terms and conditions will have no rights or remedies under the terms and conditions, including under the Contract and Commercial Law Act 2017, to enforce any of its terms.

14.8 The Client acknowledges that the Client has entered into these terms and conditions relying on the Client's own judgement and that the Client has not entered into the terms and conditions relying upon any representation (express or implied) made by the Contractor.

14.9 The Client warrants that the Client is legally entitled to enter into the terms and conditions.

14.10 These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these terms and conditions and the agreement they record.

SCHEDULE ONE: PLAYGROUND SAFETY AUDIT

Scope of the Works

1. The inspection will be in accordance with NZS:5828:2015.
2. Compliant Equipment will be issued a certificate.
3. A plain English Report will be provided detailing (including photographic evidence of) any noted defects.

Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

Fees

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;
- The terms and conditions apply including, without limitation, clauses 3 and 12.3.

SCHEDULE TWO: HEALTHY HOMES INSPECTION

Scope of the Works

1. The inspection will advise whether the specified Building complies with the Healthy Homes Guarantee Act 2017, Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, and Residential Tenancies (Healthy Homes Standards) Regulations 2019.
2. A written plain English Report will be provided including recommendations in the event of evident or potential non-compliance.

Limitation

The terms and conditions apply. Without limitation, refer to clauses 11 and 13

Fee

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;

- The terms and conditions apply including, without limitation, clauses 3 and 12.3.

SCHEDULE THREE: RENTAL PROPERTY INSPECTION

Scope of the Works

1. Property inspection including identification of potential issues.
2. A plain English Report.

Limitations – Additional Charges

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

The inspection will be a single inspection unless a schedule of regular inspections is agreed in writing.

In the event that the Contractor is reasonably required to attend the Tenancy Tribunal (or other Tribunal or Court) as either a respondent, an expert, rental property inspector or otherwise in relation to the tenancy at the Building / Property such attendances will be charged and paid by the Client at the rate of \$138 per hour plus GST.

Fee

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;
- The terms and conditions apply including, without limitation, clauses 3 and 12.3

SCHEDULE FOUR: METHAMPHETAMINE TESTING

Part One: Initial Methamphetamine Testing / Composite Screening

Scope of the Works

1. Multiple random swab samples taken and analysed together at a laboratory to give a single result.
2. A plain English written report.
3. Testing complies with NZS 8510:2018.

Fee:

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;
- The terms and conditions apply including, without limitation, clauses 3 and 12.3

Part Two: Methamphetamine Testing / Room by Room Testing

Scope of the Works

1. Multiple random samples are taken from (a) specified room(s) in the Building and are analysed at a laboratory to give results per room tested.
2. A plain English written report.
3. Testing sampling method only complies with NZS 8510:2018.

Fee:

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;
- The terms and conditions apply including, without limitation, clauses 3 and 12.3

Part One and Part Two - Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

For the avoidance of doubt, the area(s) tested by the Contractor in any Building may not be representative of the presence or absence of methamphetamine throughout the entire Building or other areas of the Building where testing has not been conducted or is not possible to conduct.

The Inspection, Testing and Report are not a guarantee or warranty of the presence or absence of methamphetamine in any part of the Building, its structures, systems or component parts.

SCHEDULE FIVE: LEAD TESTING

Scope of the Works

1. The client will direct the contractor on the exact location the swab samples are to be taken. All samples will be analysed by an independent IANZ accredited laboratory.
2. A plain English written report provided with test results.

Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

For the avoidance of doubt, the area(s) tested by the Contractor in any Building may not be representative of the presence or absence of lead throughout the entire Building or other areas of the Building where testing has not been conducted or is not possible to conduct.

The inspection, testing and Report are not a guarantee or warranty of the presence or absence of lead in any part of the Building, its structures, systems or component parts.

Fee

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;
- The terms and conditions apply including without limitation clause 3 and 12.3.

SCHEDULE SIX: MOULD TESTING

Scope of the Works

1. Random swab samples are taken and analysed by an independent IANZ accredited laboratory.
2. A plain English written report is provided with test results.

Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

The area(s) tested by the Contractor in any Building may not be representative of the presence or absence of mould throughout the entire Building or other areas of the Building where testing has not been conducted or is not possible to conduct.

The inspection, testing and Report are not a guarantee or warranty of the presence or absence of mould in any part of the Building, its structures, systems or component parts.

Fee:

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement);
- For the avoidance of doubt, clause 3 of the Terms and Conditions applies.

SCHEDULE SEVEN: QUALITY ASSURANCE AUDIT

Scope of the Works

1. An audit on the quality of workmanship used on a building element
2. A check on whether the work has been completed
3. Recommendations on any remedial works required
4. A plain English report

Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

The quality of the workmanship is based off the inspector's skills, knowledge, & expertise. This opinion could differ to other's professional opinion.

The inspection and report are not a guarantee or warranty that the work not contained in this report is above industry standard, it is simply a guide to areas where workmanship is believed to be below industry standard.

Fee:

Please note:

- Fees are subject to change;
- **The terms and conditions apply including, without limitation, clauses 3 and 12.3**

SCHEDULE EIGHT: ROUTINE COMPLIANCE INSPECTION

Scope of the Works

1. The inspection is contingent on the Client having obtained a Healthy Homes Inspection Report (as per Schedule Two of these terms and conditions) in relation to the specified Building from either the Contractor or any other licensor of Betta NZ Limited within 3 years ("the Existing Healthy Homes Report").

2. The inspection will review the Existing Healthy Homes Report and will benchmark it against Building's current compliance with the Healthy Homes Guarantee Act 2017, Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, and Residential Tenancies (Healthy Homes Standards) Regulations 2019.
3. A written plain English Report will be provided including recommendations in the event of evident or potential non-compliance.
4. Includes a Smoke Alarm Compliance Check – See Schedule Nine below.

Limitation

The terms and conditions apply. Without limitation, refer to clauses 11 and 13

Fee

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;
- The terms and conditions apply including, without limitation, clauses 3 and 12.3

SCHEDULE NINE: SMOKE ALARM COMPLIANCE CHECK

Scope of the Works

1. The inspection will review compliance with the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016.
2. Installation and maintenance required:
 1. Verification of the expiry date of any alarms installed;
 2. Replacement of any expired smoke alarms with new compliant Betta supplied photoelectric battery-operated smoke alarms;
 3. Check all alarms for audible notification and measure decibel performance;
 4. Check all alarms for visual notification;
 5. Clean all alarms with anti-static wipe and compressed air to remove debris;
 6. Document and photograph all findings in a PDF report;
 7. Compliance certificate issued.

Limitation

The terms and conditions apply. Without limitation, refer to clauses 11 and 13

Fee

Please note:

- Fees are subject to change;
- The Price of the Works to be confirmed prior to commencement;
- Smoke alarms supplied at an additional cost;
- The terms and conditions apply including, without limitation, clauses 3 and 12.3