

TERMS OF ENGAGEMENT

These Terms of Engagement are:-

BETWEEN Residential Risk Analysis Limited (“RRA”, “we” or “us”)

AND _____ (“the Customer” or “you”).
Where more than one Customer has entered into this agreement, the liability of the Customers under it shall be joint and several.

For the Property at _____ (“the Property”)

RRA have agreed to provide services as set out in these Terms of Engagement to the Customer in return for payment of the price for those services and otherwise in accordance with these Terms of Engagement.

BACKGROUND

Buying a property can be overwhelming. Especially in Christchurch, where you don’t just worry about what may be in a LIM or builders report, but also what happened to the property in the Canterbury Earthquakes.

RRA Director, Melissa Heath, is a qualified insurance professional and has extensive experience in understanding what can damage homes or reduce their resale value or insurability. Through her experience obtained from her insurance background, Melissa has been aware of times when information has been withheld from prospective buyers and is able to identify whether information provided is appropriate and complete.

In addition to reviewing the information that you have been provided by the real estate agent, we have access to multiple databases which give a very good overall understanding of most properties throughout New Zealand.

WHAT WE DO

We review both the documents that you provide to us regarding the Property and those that we obtain independently. We then provide you with a written report providing a summary of specific issues that you will need to raise with your own professional advisors, such as your solicitor, engineer, insurance broker, or builder, in relation to the Property (the “Report”).

WHAT WE DON’T DO

We are not solicitors, engineers, or builders. None of the observations made in the Report should be construed to replace any advice that you may receive from these other qualified professionals. You will therefore need to seek your own independent legal, engineering and building advice in relation to the Property.

Nor will we provide you with any advice as to whether you should proceed with the purchase of the Property. Our Report should be construed as general observations about the Property and specific issues that you should follow up on in relation to the Property. The final decision as to whether to purchase the Property is up to you after taking whatever advice is appropriate from your other professional advisors.

PRICE AND PAYMENT TERMS

The price for us to provide you with the Report is \$500.00 plus GST. In some instances, disbursements (out of pocket expenses, such as travel and out of the ordinary research expenses) will be charged, however, we will discuss these disbursements with you prior to them being incurred.

50% of our fee (\$287.50) is payable on your acceptance and signature of these Terms of Engagement, with the remaining 50% (\$287.50 plus any disbursements) is payable once the Report is prepared but prior to it being released to you. Please note that the Report will not be released to you until it is paid for in full.

TIME FRAME

Where possible, we aim to get the Report to you within five (5) working days of receiving both your signed Terms of Engagement and 50% deposit. From time to time, this may not always be possible, and our Report may take up to eight (8) working days.

COPYRIGHT AND INTELLECTUAL PROPERTY

The Report shall remain our property. You are not authorised to make copies of the Report without our prior written consent. The information contained within the Report may only be relied upon by the addressee of the Report.

You should be aware that if your purchase of the Property proceeds, a copy of the Report may be released to various organisations, including, for example, Councils for their files.

LIABILITY OF CLAIM

We will not be liable to you or anyone else for:-

- Any loss or damage arising from any delay or failure to perform our obligations within the time frame specified due to a matter beyond our control; or
- Any consequential, indirect, or special damage or loss of any kind.

TERMINATION

We shall be entitled at our option, and in our sole discretion, to terminate this Agreement at any time without providing a reason. Where this occurs, we will refund the 50% deposit received to you.

FORCE MAJEURE

No failure or omission by us to carry out the completion of the Report shall give rise to any claim against us or be deemed a breach of these Terms of Engagement if such failure or omission arises from any cause or reason beyond our control.

The Customer

Date: __/__/20__

Residential Risk Analysis Limited

Date: __/__/20__