

## FBI Terms and Conditions of Trade

FBI Ltd, whilst taking every care and skill in carrying out its duties and inspection services will *provide services in accordance with these terms and conditions of trade:*

1. FBI shall inspect the subject property (“services”) with a visual inspection only of the building elements which could readily be seen without invasive means (being the definition of “visual” in these terms and conditions) and shall produce a written report. FBI is not therefore responsible for any hidden defects or problems which could not reasonably be discovered by a visual inspection. In particular:
  - a) The FBI property report is a visual inspection and report only and shall not include any item that is closed in or concealed (“non visible”) including but not limited to: Flooring, walls, ceilings, framing, plumbing and drainage, heating and ventilation and wiring, etc. Therefore, FBI is unable to and will not report that any such non visible part of the structure is free from defect.
  - b) Consequently, the FBI property report will not include inspection of the structural, electrical, plumbing or gas piping and fittings, and home heating elements of the premises, as our consultants are not qualified for this. However, on request, FBI (*if instructed and for an extra charge*), can arrange for these areas to be inspected by those people whose qualifications and area of work enable them to do so.
2. If relevant, FBI will report on issues of a health and safety nature, as well as matters of building, construction and compliance.
3. Given FBI’s restriction to visual matters, FBI shall not be responsible for failure to find/detect matters including but not restricted to the following:
  - a) structural faults which are not visible or readily discernible by visible inspection;
  - b) the incidence of either dry or wet rot not apparent by visible inspection;
  - c) water ingress or leaks unless clearly visible;
  - d) the integrity and proper operation/functioning of electrical cabling and electrical fittings;
  - e) the integrity and proper operation/functioning of plumbing and drainage systems;
  - f) problems or defects where the property owner (either past or present) has caused repairs to be carried out which appear to have been done in a tradesman like manner but which are not in fact up to a reasonable or required standard;
  - g) problems or defects where the property owner (either past or present) has attempted to have disguised or concealed; and
  - h) problems which arise in areas where detection or inspection were difficult or impossible at the time that the inspection was carried out.
4. FBI can and will only report on what is visible or readily ascertainable at the time of inspection. FBI shall not be in any way responsible for any latent defects of *visible or non visible elements* which appear or manifest themselves subsequent to the FBI site inspection.
5. FBI will not under any circumstances carry out any invasive investigations or testing without the prior written *instructions* and consent of the customer/client.
6. FBI shall not be responsible for any assumptions *or inferences* that might reasonably be made from an inspection such as compliance (*or otherwise*) with local body permits.
7. FBI shall not be liable for any errors which are duplicated or repeated based on information supplied by third parties such as Local Bodies nor shall it be in any way responsible for any inadequacies relating to information/data supplied by third parties *including the customer/client*.
8. If for any reason access to any area was denied or unobtainable at the time of inspection and a re-visit is requested, this will be at an extra charge.
9. Payment is due 7 days following the date of the finished report and invoice (“due date”). In the event of failure to pay by due date FBI may (at its sole option) charge interest for late payment on sums outstanding at 10% per 7 days recurring until payment and the client shall pay all collection costs including legal costs on a solicitor client basis.