

HOUSPECT STANDARD TERMS AND CONDITIONS FOR PROVISION OF INSPECTION REPORTS

1. Definitions & Interpretation

In this Agreement, except where the context otherwise requires:

'Agreement' means the Quotation and these terms and conditions.

'Client' means the person, company or entity that engages Houspect to undertake the Works.

'Confidential Information' means any information of Houspect whether documentary or otherwise, that may reasonably be considered commercially sensitive or indicated as such, including the terms of this Agreement, intellectual property, plans, drawings, designs, business plan and contracts, company policies, operations, work methods, processes, client information or business costs (charged or otherwise) except to the extent that such information is already in the public domain.

'Houspect' means Houspect NSW Pty Ltd ACN 156 274 252 and any related body corporate and Inspectors engaged by Houspect to acting on their behalf.

'Elevated area' includes the roof, roof space, crawl space, landing feature, and the like, generally elevated above the ground and intended for normal use by occupants.

'Inspection' means the scope of the inspection of the property as per clause 4 of these terms and conditions.

'Inspector' means the inspector that will attend the inspection and draft the Report on instruction from Houspect.

'Legislative Requirements' includes:

1. Acts, ordinances, regulations, bylaws, orders, awards and proclamations of the Commonwealth and the State or Territory applicable to the Works; and
2. Certificates, licenses, consent, permits, approvals and requirements of organisations having jurisdiction applicable to the Works, including the all relevant Australian Standards, standards and tolerances and the Building Code of Australia.

'Personnel' means all Houspect's employees and contractors properly acting for and on behalf of the Houspect.

'Price' means those prices and fees that the Houspect is entitled charge to for undertaking the Works in accordance with the Agreement, including any Quotation.

'Quotation' means the quotation provided by the Houspect for completing the Works requested by the Client.

'Report' means the Report prepared by Houspect on behalf of the Client.

'Scope' means the scope of the Works to be undertaken by the Inspector in accordance with the Areas to be Inspected.

'Site' means the land, the structures or other places made available by the Client to the Houspect for the purposes of performing the Works, as referred to in the Quotation.

'Variations' means variations to the Works in accordance with clause 13.

'Works' means the inspection of the Property, the research of relevant legislation, codes, building practices, preparation of advertising and seeking of quotes, comparing and considering quotes, drafting the Report, attending to any mediation, court, tribunal, arbitration or any event or circumstance where the Inspector is required to attend whether they are required to provide evidence or otherwise.

1. This Agreement contains the entire understanding of the parties and, unless specifically referenced in this Agreement, supersedes any other agreement, representation, tender, quote, conditions of contract, standard terms or request between the parties made or dated prior to the date of this Agreement.
2. This Agreement will be construed and governed in all respects in accordance with the laws of New South Wales.
3. In this Agreement:
 1. where the Client includes one or more persons this Agreement binds them jointly and severally;
 2. no rule of construction applies against a party merely on the basis that that party prepared this Agreement or a portion of it;
 3. the singular includes the plural and vice versa and "including" and similar expressions are not words of limitation;
 4. where a word or phrase is defined in this Agreement, other parts of speech or grammatical forms of that word or phrase have a corresponding meaning;
 5. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government agency and includes that party's successors or permitted assigns; and
 6. a reference to a document or a statutory instrument includes an amendment or supplement to, or replacement or novation of it.

Houspect's Obligations

Houspect will:

1. This Agreement contains the entire understanding of the parties and, unless specifically referenced in this Agreement, supersedes any other agreement, representation, tender, quote, conditions of contract, standard terms or request between the parties made or dated prior to the date of this Agreement.
2. This Agreement will be construed and governed in all respects in accordance with the laws of New South Wales.
3. where necessary, make reasonable enquiries to ascertain the requirements of the Client and regularly consult the Client regarding the Works.

Houspect's Obligations

In addition to its other responsibilities in this Agreement, the Client must:

1. This Agreement contains the entire understanding of the parties and, unless specifically referenced in this Agreement, supersedes any other agreement, representation, tender, quote, conditions of contract, standard terms or request between the parties made or dated prior to the date of this Agreement.
2. This Agreement will be construed and governed in all respects in accordance with the laws of New South Wales.
3. where necessary, make reasonable enquiries to ascertain the requirements of the Client and regularly consult the Client regarding the Works.
4. provide free of charge to Houspect any equipment or facilities that the parties agree are to be provided to the Supplier as part of this Agreement;
5. if applicable, give Houspect sufficient possession of the Site to enable Houspect to perform the Works.