



Property Inspection Only Service

Ph / Fax 09 846 0030 • www.braypm.co.nz • info@braypm.co.nz

Landlord Details _____

Name: _____

Postal Address: _____

Phone# _____ Mobile# _____ Email _____

Address of Property to be Inspected

1 _____

Chattels _____

Number of Bedrooms _____ Number of Bathrooms _____ Garage/Carport Y/N

Tenant / Occupier Name: _____ Phone _____

Inspection frequency _____ **Monthly / Weekly / Yearly** **Meth Managed / Drug Tested** Yes/No

1. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the client after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the client. It shall be the clients responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the client, and accordingly any order made by the client after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

2. The terms and conditions agreed to in this contract are for the inspection only service and supply of goods provided by Bray Property Management referred to in this document as "Agent or company" to the property owner or client.

3. The "Service" on offer by BPM (The Company) includes internal and external inspections of residential property for the purpose of assisting the owner in the management of residential rental properties.

4. The Inspections and reports are intended to provide a "Snapshot" of the tenancy and the various attributes of the property and their state of repair on the date of inspection to better inform the owner as an opinion of the condition of the property. The agent is not and does not intend to act or give advice as a qualified specialist builder, plumber, Electrician or any other specialist tradesman when reporting on the condition of the property or any other attributes. The owner will be referred to specialist tradesman if any physical repairs/maintenance, advice are needed or recommended to be carried out. The agent will not be checking the property complies with any building codes, legislation or bylaws. Any compliance requirements relating to works carried out by sub contractors to the agent will be the responsibility of the sub-contractor.

5. All reports and photos written and taken by the agent are the property and copyright of the agent and can only be reproduced with the written consent of the agent.

6. Any footage or photos taken of the agent whilst undertaking their duties to fulfill this contract can only be shown or reproduced with the written consent of the agent.

7. Term of this contract means period of time the client and the company agree for services to be supplied.

8. Termination of this contract can be given with no less than 4 weeks notice in writing by either party. Any monies outstanding by the client will fall due immediately upon serving the termination notice.

9. Definitions

In these conditions unless the context otherwise requires:

Company means Bray Property management Ltd

Client means the person, or company the company is providing the service too.

Products and/or services mean the products and/or services being purchased by the Buyer from the Company.

Contract means the contract between the Company and the Client for services rendered and the purchase of the goods.

Contract price means the price of services or goods as agreed between the Client and the Company.

Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term.

Manager is the companies appointed decision maker.

10. Acceptance

If any instruction is received by the Company from the Client for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the client, the terms and conditions are definitive and binding.

10.1. The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied; or

10.2. The Price shall be the Price of the Company's current Price at the date of delivery of any goods or services, we will endeavor to advise of pricing changes however prices may change without notice.

10.3. Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorization form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.

10.4. The Client agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.

11. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.

12. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

12.1. The method of payment will be made by cash, or by cheque, or by direct credit, or by any other method as agreed to between the client and the Company.

12.2. Subject to any provision to the contrary in the Contract, payment of invoices are required within 7 days of the date of the invoice, Non management Inspection fees payable minimum 24 hours prior to inspection, invoices shall be issued promptly prior, on or after delivery of the service.

12.3. Late payment shall incur interest at the rate of 10% per annum calculated on a daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.

Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods or services to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.

12.4. In the event that:

- a. any money payable to the Company becomes overdue, or in the Company's opinion the client will be unable to meet its payments as they fall due; or
- b. the client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the client or any asset of the Buyer; then without prejudice to the Company's other remedies at law



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- d. the Company shall be entitled to cancel all or any part of any order of the client that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

13. Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

14. Dispute resolution

The Company will endeavor to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

15. Reservation of title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

16. Warranty

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorized by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

17. Pricing, Charges and Term for this contract

Prices noted on this contract are subject to change, the client will be notified of any price alterations prior to any services supplied by the agent.

Notice of inspections will be given no less than 48 hours in advance.

The client agrees to pay the agents fees should access to the contracted property be denied on the inspection /maintenance day and time for whatever reason.

Should the need arise for an inspection to be cancelled the agent requires no less than 24 hours notice.

The client agrees to pay the fees for the services provided for under this agreement which are

Non managed property inspections \$ _____ + GST Due a minimum 24 hours prior to any inspection non receipt of payment will result in cancellation of inspection.

Maintenance commission _____% + GST

Other _____ Term _____ Month / Years

Signing this agreement confirms your agreement of the terms and conditions outlined herein.

Client Signature:

Date:

BPM Representative Signature:

Date: