

# Home Inspection SA

## PRE-INSPECTION AGREEMENT



## HOME INSPECTION SA

*inspect before you invest*

**revised DECEMBER 2020**



[www.homeinspectionsa.co.za](http://www.homeinspectionsa.co.za)



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0861 995 049

# PRE-INSPECTION AGREEMENT

(REVISED DECEMBER 2020)



HOME INSPECTION SA

inspect before you invest

This is an Agreement between you, the undersigned Client, and us, the Inspector pertaining to our inspection of the property at:

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## The terms below govern this Agreement:

1. The Inspection Fee pertaining to the above mentioned property will calculate to R \_\_\_\_\_  
**Payable in Full**
2. A retainer fee of 50% is payable upon booking date and before commencement of Inspection.
3. The balance of payment will be payable before receipt of Inspection Report.
4. A visual Inspection will be performed of the home / building at the above mentioned address, and provide you with a written report identifying the defects that we (1) observe and (2) deemed material. The report is only supplementary to the Client's disclosure.
5. Unless otherwise indicated in this Agreement, we will **NOT** be testing or inspecting for:
  - a. The presence of any harmful gasses or air quality.
  - b. Mold or fungus
  - c. Compliance with applicable Building Codes and Regulations.
  - d. Presence of, or for any potential dangers arising from the presence of Asbestos, Lead Paint, Soil Contamination, or other Environmental Hazards or violations.
6. Log structures have unique characteristics that may make it impossible for us to inspect or evaluate. Therefore the scope of our Inspection will not include decay or similar defects of the interior of the logs in log walls, log foundations and log roofs.
7. Unless otherwise noted in this Agreement or if not possible, we will perform the Inspection in accordance with the current Standards of Practice (SOP) of Home Inspection SA (HISA) posted on [www.homeinspectionsa.co.za](http://www.homeinspectionsa.co.za) and in accordance with International Association of Certified Home Inspectors ("InterNACHI") regulations posted at [www.nachi.org/sop](http://www.nachi.org/sop).
8. **Our Inspection and Report is for your use only.** You give us permission to discuss our observations with Real Estate Agents, or other interested parties. **You will be the sole owner of the report and all rights to it.** We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at own risk, and release us (including employees and business entities) from any liability whatsoever. If you or any other person acting on your behalf provides the report to a third party engaging legal action against you and / or us, you release us from any liability and agree to pay all legal fees in defending any action naming / against us. Our Inspection and Report are in no way a

Home Inspection SA (PTY) Ltd

Reg No. 2019/236626/07

DIRECTORS: W. Lamprecht GR. Williams HJ. Venter



guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home / building (mentioned above) or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

## LIMITATIONS ON LIABILITY AND DAMAGES

9. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than One and a Half (1.5) times the fee you paid (as mentioned above) us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home / building mentioned above. You acknowledge that this liquidated damage is not a penalty, but that we intend to:
  - a) Reflect the fact that actual damages may be difficult or impractical to ascertain.
  - b) Allocate risk between us; and
  - c) Enable us to perform the Inspection for the agreed-upon fee, mentioned above.
  - d) We have Professional Indemnity and Public Liability Insurance in place for any unforeseen events.
10. We do not perform engineering, architectural, plumbing, and electrical or any other job function requiring an occupational licence in the jurisdiction where the property (mentioned above) is located. If we hold a valid occupational licence, we may inform you of such a licence and you may hire us to perform additional functions. Any performance of such additional services shall be in a separate written Agreement, and is not considered part of this agreement.
11. If you believe you have a claim against us, you agree to provide us with the following:
  - i) Written notification of your claim within seven (7) days of date of Inspection, (in sufficient detail and with sufficient supporting documents) in order for us to evaluate your claim.
  - ii) Immediate access to the premises. Failure to comply with these conditions releases us from liability and your claim.
12. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the city where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, all expenses, loss of income and attorney's fees incurred in defending that claim.
13. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire Agreement, there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after three (3) months from the date of the Inspection.
14. Past-due-fees for your Inspection shall accrue interest at 10% (ten percent) per month. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, or similar entity, you personally guarantee payment of the fee.
15. If you request a re-inspection, the re-inspection will be subject to the terms of this Agreement.
16. You may not assign / transfer this Agreement to any third party. It is binding to the Client and property mentioned above.
17. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is



constructed against the party drafting it. You had the opportunity to consult qualified counsel before signing this Agreement.

18. If there is more than one (1) Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

19. If you would like a large print version of this Agreement before signing it, you may request it by emailing us at [info@homeinspectionsa.co.za](mailto:info@homeinspectionsa.co.za)

**I, THE UNDERSIGNED, HERewith AGREE THAT I HAVE CAREFULLY READ AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT.**

**I AGREE TO THIS DOCUMENT IN ITS ENTIRETY AND AGREE TO ALL STIPULATIONS.  
(Exclusions, notes etc. to be stipulated and signed herin)**

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**I ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT.**

Signed on this date \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
**CLIENT'S FULL NAME**

\_\_\_\_\_  
**INSPECTOR**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**CONTACT NUMBER**

On behalf of



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