

**ANDERSON & ASSOCIATES**  
**REGISTERED VALUERS LIMITED**

Date : \_\_\_\_\_ Our Reference : \_\_\_\_\_  
Client Name : \_\_\_\_\_  
Postal Address : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_  
Phone Number : \_\_\_\_\_

**ENGAGEMENT CONTRACT**

Dear \_\_\_\_\_,

Thank you for your instructions for us to carry out on your behalf a Valuation report.

**Scope of Work**

Our understanding is that we are to assess and provide a report for the property situated at

1. \_\_\_\_\_  
for the purpose of \_\_\_\_\_
2. \_\_\_\_\_  
for the purpose of \_\_\_\_\_
3. \_\_\_\_\_  
for the purpose of \_\_\_\_\_

**Fee**

Our best estimate of fee for work is \$\_\_\_\_\_, including disbursements, plus GST. In the event that unforeseen complications arise, necessitating our additional time and resources to complete the service, we will immediately contact you to discuss the additional charges and to obtain your further authorization.

Valuations for Plans and Specifications sometimes require Progress Payment Certificates to be provided throughout the build process. Where a Progress Payment Certificate is provided, an additional fee of \$\_\_\_\_\_ plus GST will be charged per Certificate and invoiced separately to the original Plans and Specifications Valuation.

**Acceptance**

To confirm your acceptance of this engagement contract subject to our terms of engagement as set out on the reverse thereof, please ensure the details above are correct, and sign the document below, returning a copy to us by fax, e-mail or post.

**Payment method (please tick):** Cheque  Cash  Bank deposit  Internet Deposit

I/We the Client(s) have read and agree to the terms of engagement as stated on the reverse hereof.

Client/s Signature/s \_\_\_\_\_ Date \_\_\_\_\_

**ANDERSON AND ASSOCIATED REGISTERED VALUERS LIMITED**  
**TERMS OF ENGAGEMENT:**

1. In accordance with our policies, valuation services will be provided solely for the use of the Client as named. We do not take or accept responsibility to any other party in respect of these services.
2. Unless stated otherwise, all reports prepared by us in the provision of valuation services will be written for the stated purpose alone. We do not purport to provide a site or structural survey in respect of the property to be valued, neither do we purport to be suitably qualified to provide professional advice in respect of building or site contamination.
3. Valuation and consultancy services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the valuation. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.
4. Neither the whole nor any part of any valuation report or any reference to the same may be included in any published document, circular or statement without our written approval as to the form and context in which it may appear.
5. Anderson & Associates Registered Valuers Limited shall retain copyright of all documents we have prepared. The Client shall be entitled to use them for the purposes stated. This entitlement will be revoked where any or all of the fees and expenses payable to us have not been paid in accordance with this agreement.
6. Anderson & Associates Registered Valuers Limited has in place professional indemnity insurance.
7. All opinions of value expressed by Anderson & Associates Registered Valuers Limited or its employees are subject to our statement of valuation policies and any conditions contained in our written report.
8. In preparing the report, we will exercise care and diligence normally expected of a competent professional, subject to any financial, physical, time or other restraints imposed by the Client or necessarily resulting from the nature of the project. Whilst every effort will be made to ensure accuracy of the opinions, information and forecasts expressed in the report, no liability is accepted for any incorrect statement, information or forecast within.
9. Any quotation/estimate for the provision of valuation services will be valid for ten working days from the date of quotation/estimate. The fee provided in the quotation/estimate will be specific for the original request by the Client and may vary should any work or service be carried out in addition to, or in variation of, the original request.
10. On occasion a disbursement fee may apply for additional expenses incurred by us in the provision of our valuation services and shall be fully recoverable from the Client as and when incurred.
11. The Client agrees to pay all fees and disbursements in full on receipt of the invoice and within 30 days of the date the invoice was raised, by the payment method indicated unless by written arrangement with us. Associates Registered Valuers Limited may require the invoice to be paid in full prior to the report being released.
12. If any payment is overdue by one month or more, we may seek recovery of the amount unpaid through our nominated debt recovery agency.
13. The Client acknowledges that they are liable for all costs incurred by us in the event of debt recovery, including but not limited to legal expenses and shall be liable for interest at the rate of 10% per month from the date of delivery of the valuation report in the event of payment not being made upon delivery.
14. Where there is any conflict between any term in this document and the provisions of the Consumer Guarantees Act 1993, the latter shall prevail. Where the Client has requested the services of Anderson & Associates Registered Valuers Limited for commercial or business purposes, the provisions of the Consumer Guarantees Act 1993 will be excluded in relation to that service.
15. Any personal information collected and held by Anderson & Associates Registered Valuers Limited will be used for purposes of providing valuation services. Under the Privacy Act 1993, the client has the right to access and correct any personal information held by us.
16. Anderson & Associates Registered Valuers Limited has not and will not during the term of the agreement or at any time after it, assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 arising out of this engagement. Anderson & Associates Registered Valuers Limited and the Client agree that for the purposes of this Act, Anderson & Associates Registered Valuers Limited will not control the place of work in terms of this Act.
17. Neither Anderson & Associates Registered Valuers Limited nor the Client will be liable for any act, omission or failure under this agreement (except failure to pay the fee) if that act, omission or failure arises directly from a force majeure event beyond the reasonable control of the party concerned.