

The Safety Lab NZ – Statement of Limitations for Reports - 2023



All services provided by The Safety Lab NZ (the company) are subject to our terms and conditions at: <https://www.thesafetylab.nz/terms-conditions>. Unless otherwise agreed in writing, we don't accept alternative terms proposed by the client. Services adhere to current industry standards and New Zealand Government legislation, as outlined in the scope of work within your proposal. Acceptance of these terms occurs when the client signs the proposal or requests the commencement of Services verbally or in writing, including in digital format. Services are provided for the specific purpose as outlined in our proposal. The company assumes no liability for losses, damages, costs or expenses arising outside the specific purpose. The client acknowledges that investigations rely on the client's or third parties' information. The company makes no guarantees regarding the accuracy of descriptions or conclusions based on this information. The company is not liable for any third parties' work, reports, or specifications, regardless of origin. The client indemnifies the company from all claims arising from inaccuracies in documents provided by the client or third parties. The client will ensure the company has all the necessary access to information, sites, and buildings.

The company is not liable if services are hindered due to safety or health concerns expressed by the client or their employees. Unless otherwise agreed in writing, the company assumes no liability for losses caused or contributed to by the client or third parties. If the company is found liable for any loss or damage, the client's entitlement to recover damages will be reduced by the extent to which the client or a third party contributed to the loss or damage. Unless otherwise agreed in writing and signed by both parties, the company will have a total aggregate liability that will not exceed the total consulting fees paid by the client in relation to this proposal. For further details, see The Safety Lab NZ's Terms and Conditions, which are available at <https://www.thesafetylab.nz/terms-conditions>.

Our report is provided for the exclusive use of the client and for this project only, per the Scope and Specific Purpose outlined in the agreement. It should not be used for other purposes, other projects, or by a third party unless otherwise agreed upon and authorized in writing by the company. Any person relying upon this report beyond its exclusive use and Specific Purpose, and without the company's express written consent, does so entirely at their own risk and without recourse to the company for any loss, liability or damage. The company assumes no responsibility for any loss, liability, damage, costs or expenses arising from interpretations or conclusions made by others or use of the report by a third party.

The conclusions or data referred to in this report should not be used as part of a specification for a project without review and written agreement by the company. This report has been written as advice and opinion rather than to specify instructions for design or redevelopment. The company does not purport to recommend or induce a decision to make (or not make) any purchase, disposal, investment, divestment, financial commitment or otherwise in relation to the site it investigated.

The report should be read as a whole and should not be copied or altered in part. The report as a whole set outs the findings of the investigations. No responsibility is accepted by the company for the use of parts of the report in the absence (or out of context) of the balance of the report.

The Safety Lab NZ - Your Partner in Empowering Health & Safety and Inspiring Wellbeing.

info@thesafetylab.nz (+64) 09 219 1895