



**Property Consultancy Specialists**  
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**PROPERTY PURCHASE CONSULTANCY CONTRACT AGREEMENT  
 BOOKING FORM-2023**

PLEASE COMPLETE, SCAN & RETURN TO THE ABOVE EMAIL ADDRESS

<b>TYPE OF CONSULTANCY</b>	PROPERTY PURCHASE CONSULTANCY AGREEMENT
<b>ACKNOWLEDGEMENT</b>	I HAVE CIRCLED AS REQUIRED ABOVE FOR H&K RYAN
<b>CLIENT NAME:</b>	
<b>ADDRESS OF CONSULTING SITE :</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>SITE ACCESS DETAILS OR AGENT:</b>	
<b>NAME:</b>	
<b>PHONE:</b>	
<b>FEES &amp; COST/S:</b>	<b>FROM \$1,295-00</b> (Inc, on-site H&K Ryan consultation with the client, advice on each issue found, 12 months limited consultation on renovations)
<b>CREDIT CARD DETAILS:</b>	/ / / EXP /
<b>CCV No:</b> (last three digits on reverse side of C/Card)	
<b>SIGNATURE</b> I the above client, acknowledge for H&K Ryan & Associates to carry out the above consultancy and I also acknowledge I have read and understand to following terms and conditions of this consultancy contract agreement	..... <b>Please sign here:</b>
<b>DATE THIS AGREEMENT WAS ACKNOWLEDGED:</b>	/ /

## H&K RYAN - CONSULTANCY CONTRACT AGREEMENT - PROPERTY PURCHASE

**(Offer & Acceptance, Valuable Consideration, Acknowledgment and Instructions apply here.)**

*(Definition: **Offer and Acceptance**; analysis is a traditional approach in contract law used to determine whether an agreement exists between two parties. Agreement consists of an offer by an indication of one person (the "offeror") to another (the "offeree") of the offeror's willingness to enter into a contract on certain terms without further negotiations. A contract is said to come into existence when acceptance of an offer (agreement to the terms in it) has been communicated to the offeror by the offeree and there has been consideration bargained-for induced by promises or a promise, associated costs and performance.)*

*(Definition: **Valuable Consideration**; it is very important that the Client has had time to consider and deliberate what it is you, the consultant, is about to carry out for them as per their instructions. The benefit of carrying out this work is confirmed for example if Credit Card details are provided or an agreement is entered into for payment prior to the consultancy works.)*

*(Definition: **Instructions**; the Client has given verbal or written directions to carry out this consultancy work on their behalf.*

*(Definition: **Acknowledgment**; I agree to contact the Consultant once I have read and understood this contract agreement or the consultant will contact me.)*

### YOU, THE CLIENT, ACKNOWLEDGE & AGREE TO THE FOLLOWING TERMS & CONDITIONS OF THIS CONSULTANCY CONTRACT AGREEMENT

#### 1. What we will do:

- Join you on-site for a complete assessment of the site and the accessible areas of the property,
  - Provide answers to any issues and concerns found,
  - Provide renovation advice if applicable and within the consultants area of expertise,
  - Remain available for a period of 12 months after the date of this agreement,
2. This property consultancy is an on-site visual condition assessment with the client and to provide an opinion on the issues the property may have at the date and time of this consultancy.
  3. Safe and OH&S applicable access only will be achieved to the site being assessed by both parties.
  4. If so we will access The Exterior, The Site and The Interior.
  5. Access to areas of the Roof Space and any Sub Floor areas (if applicable) will be assess by the consultant only, then if issues are found they will be discussed on-site.
  6. The age and era of the site and property has a large part in how the property has been maintained, if at all.
  7. Cracking to building elements must be assessed by a Structural Engineer's further appraisal, if applicable.
  8. The consultant will not conduct any invasive works, unless Written instructions are provided by the property owners.
  9. At such consultancy we DO NOT & WILL NOT check inside of walls, inside flat roofing, behind any stored goods in cupboards, wall hangings, behind heavy furnishings and other areas that are obstructed by any nature at the date and timing of our on-site consultancy.
  10. Costs for found building rectification works are provided as part of the consultancy process if within the areas of expertise of the consultant.
  11. When a property is occupied, we bring your attention to be aware that furnishings and other belongings will conceal evidence of other issues once this property has been vacated.
  12. We will make available other types of trades for areas out of our expertise during our assessment process to which you acknowledge if applicable to our findings.
  13. NOTE: Once rectification works are advised in our findings such works will be required to be carried out immediately or within the time frame applicable to the properties new owners.

14. **DISCLAIMER 1:** No Liability shall be accepted on an account of failure to access the areas of the subject property that are physically inaccessible.

15. **DISCLAIMER 2:** DISCLAIMER OF LIABILITY TO ANY THIRD PARTIES: We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any person other than you in connection with the use of this consultants assessment. The only Person to whom we may be liable and to whom losses arising in contract or tort sustained may be payable by us, is the Client named on the face page of this contract agreement.

16. **LIABILITY:** This stems only for the dates and timing of the on-site consultancy only.

17. This consultancy is not of a Structural nature, therefore should you require any advice of a structural nature you should contact a Structural Engineer to have a further assessment carried out as required.

18. We will not be liable for any third party loss or damage suffered by any Person other than you in connection with this consultancy assessment. We are released from any claims or further actions, damages or loss whatsoever if the assessment is to be used by another person or entity without our written permission to do so.

19. The extent of accessible areas shall only be determined on-site by both parties at the date and time of the on-site consultancy and based on the conditions encountered at that time. Both the consultant and the client shall determine whether sufficient space is available to allow safe and reasonable access as and where required.

20. We invite you to stay in contact with the consultant so any implications or unresolved issues can be explained within the areas of expertise of the consultant.

21. You, the Client may need to have any misunderstood issue or issues fully explained to you prior to making any decision on this property. Best to put all issues requiring explanation in an email format to the consultant so a chronology is developed on a Question and Answer basis.

**22. CONCILIATION PROCEDURE:**

In the event a dispute arises out of and is related to the Consultant, you must notify them as soon as possible of the dispute by email or phone.

You must allow time to assess each alleged issue or re-visit the property together (which a visit must occur within twenty-eight (28) days of your notification to us) and give us full access in order that we may fully investigate the alleged complaint.

You will be provided with a written response to your alleged dispute.

If you are not satisfied with our response you must within twenty-eight (28) days of your receipt of our written response refer the matter to a Mediator or Conciliator nominated by us.

Such fees will be borne equally by both parties unless otherwise agreed. Each party will pay their own costs of the mediation or conciliation, however, the mediation or conciliation will only be conducted in the absence of any legal representatives, unless otherwise agreed.

**The Onus of Proof in law, is upon the prosecution; therefore the applicant or plaintiff must first prove any negligence from any previous property consultancy issues related only to the date and timing of the original on-site consulting.**

The mediation or Conciliation will be confidential and any statement made or document prepared for or disclosed, other than a binding settlement agreement, will be without prejudice. A final settlement agreement will be binding, in writing and signed by all parties.

**I, the client aforementioned below and on the front page of this contract and fee agreement, acknowledge I have read and understood the above terms and conditions and disclaimers of this contract fee agreement**

Client Acknowledgment: Name ..... Signature: .....

Dated: .....

*(Client name, signature and date is mandatory)*