

HomeFit Assessor Agreement

Definition: The New Zealand Green Building Council (**NZGBC**) owns the HomeFit® programme and manages the delivery, assessment and certification of HomeFit® training courses and assessors. This agreement is between NZGBC and:

Name of the Assessor: _____
(insert name of individual or company/partnership (**I** or the **Assessor Firm**))

Address of the Assessor: _____

Agreement

Upon registration as a Certified HomeFit® Assessor, I (where assessor is an individual or sole trader) or the Assessor Firm (where assessor is a company or partnership)

agree(s) that:

1. I/the Assessor Firm will not do or say anything that might bring HomeFit® or the NZGBC brand reputation into disrepute. I/ the Assessor Firm will undertake my/its role using all due care and skill and in accordance with relevant laws. Without limiting this obligation I/the Assessor Firm, will be responsible for undertaking assessments in accordance with the Health and Safety at Work Act 2015 and will have policies, plans and procedures in place to address health and safety issues. If requested by NZGBC I will provide copies of these policies, plans and procedures to NZGBC.
2. I/the Assessor Firm will not subcontract assessments to any party without the prior written consent of NZGBC. Where applicable I/the Assessor Firm will ensure I/it provide(s) suitable, properly qualified personnel that have undertaken relevant training to undertake assessments. I/the Assessor Firm will be responsible for the acts and omissions of those personnel or approved subcontractors as if they were the acts/omissions of me/the Assessor Firm.
3. I/the Assessor Firm will take out and maintain insurance policies of a type and level reasonably specified by NZGBC from time to time. As a minimum, NZGBC requests assessors to have \$2 million in public liability insurance cover and \$100,000 in professional indemnity. If requested by NZGBC from time to time, I will provide reasonable evidence that such cover is in place. If such cover is not held, I acknowledge I may be liable for any claim that might arise from my actions in undertaking a HomeFit assessment.
4. I/the Assessor Firm have/has disclosed and will, while my registration is in force, disclose any conviction of a charge in a court of law that may be viewed by NZGBC as having an impact on

my ability to effectively perform the services (unless covered by the Criminal Records (Clean Slate) Act 2004 or a traffic infringement offence).

5. In providing assessments, I/the Assessor Firm will use and access the HomeFit® portal in accordance with all training, access terms, rules, policies and procedures notified to me. I will only use the HomeFit® portal for bona fide purposes contemplated by this agreement, applicable laws and in a manner consistent with good industry practice. NZGBC gives no warranty or guarantee regarding the performance or availability of the HomeFit® portal. I/The Assessor Firm may be provided with access to additional tools (such as APIs) in connection with the performance of assessments and provision of data to NZGBC, under other agreements with NZGBC. I/The Assessor Firm agrees to comply with the obligations under these respective agreements (including any applicable terms of use) in respect of any other tools NZGBC makes available to me.
6. I/the Assessor Firm will keep records regarding the assessments consistent with good industry practice and make those records available for inspection by NZGBC if reasonably required from time to time.
7. I/the Assessor Firm have/has been provided with tools, materials and resources that are the intellectual property of NZGBC and I/the Assessor Firm will not alter, copy or distribute any of these without the express permission of NZGBC.
8. I/the Assessor Firm have/has been given a licence to use the HomeFit® Assessor logo in the manner described in the HomeFit® Assessor Logo Standards Guide and that I/the Assessor Firm will not use it, or permit it to be used, in any manner other than that stated in the Standards Guide except with the permission of NZGBC.
9. I/the Assessor Firm am/is responsible for setting and collecting fees payable by homeowners who wish to engage me/the Assessor Firm for assessments. I/the Assessor Firm will pay NZGBC, on a monthly basis the fees set by NZGBC from time to time. Fees will be due to be paid by me/the Assessor Firm in accordance with each invoice issued by NZGBC.
10. I/the Assessor Firm undertake/s to maintain the currency of my HomeFit® Assessor Certification through renewal every year and completion of the further education requirements (and provide reasonable evidence of compliance as requested by NZGBC). Should my HomeFit® Assessor Certification lapse, this agreement will end, and I agree that I will cease to use the HomeFit® logo, materials or other resources.
11. It is my/the Assessor Firm's responsibility to ensure my profile details on the HomeFit® Assessor directory are up to date and that I/the Assessor Firm will advise NZGBC should my/the Assessor Firm's contact details change.
12. I/the Assessor Firm am/is responsible for HomeFit® services that I/the Assessor Firm provides, and NZGBC will not be liable for inaccuracies, damage, errors or omissions or any

loss suffered by myself or any other person in relation to HomeFit® assessments that I/the Assessor Firm conducts.

13. All HomeFit® assessments completed by me/the Assessor Firm are subject to audit and, in the event of a dispute, NZGBC's decision will be final.
14. Information and data gained during a HomeFit® assessment will be the property of NZGBC and will be disclosed to NZGBC where it will be securely held in accordance with NZGBC's Privacy Policy. All intellectual property created during the course of providing the assessments (including intellectual property in all photographs) will belong to NZGBC.
15. Either of us can end this agreement on one month's written notice. NZGBC can end this agreement immediately if I/the Assessor Firm materially breach(es) the agreement or becomes insolvent or is placed in receivership, liquidation or administration. If this agreement ends, I/the Assessor Firm agree that I/the Assessor Firm will cease to undertake assessments and use the HomeFit® logo, materials or other resources.
16. Where I am signing this agreement on behalf of the named Assessor Firm, the Assessor Firm (and not me personally) is liable under this agreement.
17. This agreement cannot be assigned by me/the Assessor Firm without the prior written consent of NZGBC (which may be given or withheld at its sole discretion).
18. Without limiting any other rights it may have, NZGBC may suspend my/the Assessor Firm's registration if NZGBC believes there has been a breach of these conditions, while an investigation takes place. During any suspension, I/the Assessor Firm agree that I/the Assessor Firm will cease to undertake assessments and use the HomeFit® logo, materials or other resources.

<p>To be completed by HomeFit® Assessor:</p> <p>Name: _____</p> <p>Position: _____</p> <p>Signed: _____</p> <p>Date: _____</p> <p>To be completed by NZGBC:</p> <p>Name: _____ (for NZGBC)</p> <p>Position: _____</p> <p>Signed: _____</p> <p>Date: _____</p>
