



VALUATION REQUEST FORM

Page 1 of 4

The Client:																					
Name:																					
Contact numbers (please nominate best number):	Home: <input type="checkbox"/> Mobile: <input type="checkbox"/> Work: <input type="checkbox"/>																				
Email address:																					
Property Details:																					
Address of property:																					
Lot and Plan details (if available):																					
Contract price/estimate of market value:																					
Who do we contact to gain access to the property?																					
Valuation Details:																					
Purpose of valuation:	<table border="0"> <tr> <td>Mortgage security</td> <td><input type="checkbox"/></td> <td>Stamp duty</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Tax purposes</td> <td><input type="checkbox"/></td> <td>Matrimonial</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Pre sale purposes</td> <td><input type="checkbox"/></td> <td>Family Court</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Pre purchase</td> <td><input type="checkbox"/></td> <td>Estate</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Resumption purposes</td> <td><input type="checkbox"/></td> <td>Other</td> <td><input type="checkbox"/></td> </tr> </table>	Mortgage security	<input type="checkbox"/>	Stamp duty	<input type="checkbox"/>	Tax purposes	<input type="checkbox"/>	Matrimonial	<input type="checkbox"/>	Pre sale purposes	<input type="checkbox"/>	Family Court	<input type="checkbox"/>	Pre purchase	<input type="checkbox"/>	Estate	<input type="checkbox"/>	Resumption purposes	<input type="checkbox"/>	Other	<input type="checkbox"/>
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Resumption purposes	<input type="checkbox"/>	Other	<input type="checkbox"/>																		
	If other, please specify:																				
If the valuation is required for mortgage purposes, please specify the bank or financial institution:																					
Is the valuation required for litigation or Family Court purposes:	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please specify:																				
Is the valuation required as at the current date:	Yes <input type="checkbox"/> No <input type="checkbox"/> If not, please specify a date:																				
Special instructions:																					
Client Acceptance of Services, Terms & Conditions:																					
Agreed fee including GST:	\$ An invoice will be forwarded to you upon receipt of this formal instruction. Payment is required before commencement of the valuation.																				
Acceptance of fee and attached terms and conditions (1 to 18):	<p>I have read, understood and agree to the attached terms and conditions. I hereby request a valuation from Horrigan Kamitsis Valuers Pty Ltd in accordance with this instruction form and the attached terms and conditions (1 to 18).</p> <p>Name: _____ Signature: _____</p> <p>Date: _____</p>																				

Terms & Conditions for Valuation Services

1. Purpose: This valuation is for the specific purpose nominated on Page 1 of this request form and for no other purpose.
2. Investigations undertaken: Horrigan Kamitsis Valuers Pty Ltd will complete the valuation on the basis that they are not engaged to carry out all possible investigations in relation to the subject property. They will identify certain limitations to their investigations which will enable you to instruct further investigations where you consider it is appropriate. Horrigan Kamitsis Valuers Pty Ltd is not liable for any loss arising from a decision not to instruct further investigations or engage other appropriately qualified consultants whereby information obtained from these further investigations may have adversely changed or impacted the valuation report or the assessment of value for the subject property.
3. Not a structural survey: The valuation report is not a structural survey.
4. Critical assumptions regarding existing improvements: Unless otherwise stated within the valuation report, in circumstances where Horrigan Kamitsis Valuers Pty Ltd are requested to value improved land, they will assume:
 1. the improvements are located within the boundaries of the subject property and that there are no issues of encroachment or adverse possession;
 2. the improvements are structurally sound;
 3. the improvements have been constructed in accordance with all local council building regulations and requirements and that all necessary building and development approvals have been obtained;
 4. the improvements are not affected by any form of pest infestation, for example but not limited to, termites and white ants; and
 5. any building areas provided within the report are based on external measurements but should be considered as approximate only.

Should any search reveal the contrary, the valuation report should be referred back to the valuer for further comment and reassessment if necessary.
5. Insurance replacement: In circumstances where Horrigan Kamitsis Valuers Pty Ltd are requested to provide an insurance replacement figure, this figure will be an estimated amount for the replacement and reinstatement of the building and all other improvements on the land. It may include professional fees, anticipated cost movements and removal of debris. Horrigan Kamitsis Valuers are not qualified quantity surveyors and this amount is for general purposes only. It should not be relied upon for taxation/depreciation purposes.
6. Town planning: It will be assumed that information obtained from the relevant local authority regarding town planning is accurate. Should a town planning report or planning certificate reveal a discrepancy from what is stated within the valuation, then the valuation should be referred back to Horrigan Kamitsis Valuers for further comment and reassessment if necessary.
7. Title details: In the event that a comprehensive title search or search of the original Crown Grant identifies any easement or encumbrance not noted within the report, Horrigan Kamitsis Valuers Pty Ltd should be consulted to reassess any impact to the market value or risk assessment.
8. Not adversely affected: Unless otherwise expressly stated within the report, the valuation will assume that the subject property is not adversely affected by:
 1. heritage or preservation orders;
 2. land slip;
 3. flooding;
 4. mine subsidence;
 5. main road acquisition;
 6. or any unknown adverse feature.

Should any search reveal the contrary, the valuation report should be referred back to the valuer for further comment and reassessment if necessary.

9. Environmental issues: In the absence of an environmental site assessment relating to the subject property, Horrigan Kamitsis Valuers will assume that the site is free from any form of contamination. Horrigan Kamitsis Valuers will make no representation as to the actual environmental status of the subject property. Should an environmental assessment be carried out which reveals elevated levels of contamination which requires remediation, the valuation should be referred back to the valuer for further comment and reassessment.
10. Building units/
community title
schemes: Unless otherwise stated or specifically instructed, in circumstances where Horrigan Kamitsis Valuers Pty Ltd are requested to value property which forms part of a community title scheme (strata property), Horrigan Kamitsis Valuers will not carry out a search of the Body Corporate/Community Management records. Horrigan Kamitsis Valuers will assume that the sinking and insurance funds are adequate with no outstanding requisitions or special levies. Developments with inadequate sinking funds and/or excessive body corporate levies can impact on the marketability and value of units within the complex.
11. "As If" complete
valuations: Where "as if complete" valuations are required (assuming completion of building works, renovations etc), Horrigan Kamitsis Valuers Pty Ltd require the following information:
1. a full set of Council Approved building plans and associated development approvals and conditions
 2. a fully executed building contract or quantity surveyors estimate
 3. a full schedule of specifications and inclusions & details of any variations post contract date
 4. a schedule of works to be completed separate to the builders contract together with invoices for each item
- Where any of the above items have not been provided, the valuation should be referred back for a review and reassessment upon receipt of the formal documentation. "As if" complete valuations carried out based on preliminary information should be used as a guide only until all information can be verified.
12. Directors clause: Under required circumstances, the valuation report may be co-signed by a Director of Horrigan Kamitsis Valuers Pty Ltd. Where this is the case, the Director may not have inspected the property. The opinion of value expressed in the report is arrived at entirely by the prime signatory alone and not the co-signing Director.
13. Solicitor mortgage
funds: This valuation cannot be used for advancement of any funds for mortgage security purposes, arranged, controlled, managed, brokered or otherwise induced by a solicitor or firm/partnership of solicitors (including but not limited to any mortgage fund operated by way of Managed Investment Scheme, where such scheme is operated, controlled or otherwise associated with any solicitor or firm/partnership of solicitors).
14. Not to be used for
marketing: This valuation cannot be used or released for marketing or advertising purposes. No part of the valuation report can be reproduced or included to form part of a marketing/advertising campaign or sales brochure.
15. No liability to other
parties: This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. This valuation may not be assigned or re-assigned to any party without the written approval by a director of Horrigan Kamitsis Valuers Pty Ltd.
16. Valuation subject to
change: No liability is accepted for any loss or damage (including consequential or economic loss) suffered as a result of fluctuations in the property market subsequent to the date of valuation.
- This valuation will be current as at the date of valuation only. The value assessed may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of three months from the date of valuation.
17. Refund policy: As full payment of the valuation fee is required prior to the commencement of the valuation, our refund policy for cancelling instructions is as follows:
- No refund will be provided if the valuer has inspected the property
 - 50% refund will be provided if the job is cancelled prior to inspection. Horrigan Kamitsis Valuers do not provide a full refund after instruction as administrative costs are incurred in file preparation, including but not limited to ordering of titles, sales research, investigations etc.

18. Limitation of liability: This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. This valuation may not be assigned or re-assigned to any party without the written approval by a director of Horrigan Kamitsis Valuers Pty Ltd.

The client will not pursue any claim against Horrigan Kamitsis Valuers and its directors and employees and releases Horrigan Kamitsis Valuers from any and all legal actions or claims, arising from work that in any way relates to the services and valuation report provided by Horrigan Kamitsis Valuers. This release applies even if the client considers that Horrigan Kamitsis Valuers have performed this work negligently, in breach of the Australian Consumer Law (or any other statute), or in breach of the common law.

The client indemnifies Horrigan Kamitsis Valuers in relation to any action brought against Horrigan Kamitsis Valuers, by any party, that in any way concerns the services and valuation report provided by Horrigan Kamitsis Valuers. This indemnity applies even if the client considers that Horrigan Kamitsis Valuers have performed this work negligently, in breach of the Australian Consumer Law (or any other statute), or in breach of the common law. The scope of this indemnity is to be given the broadest possible application and includes:

- a) Any loss or damage the parties or anyone else may claim to have suffered by reason of provision of the services and valuation.
- b) All costs and expenses including legal costs which are incurred by Horrigan Kamitsis Valuers associated with any possible claim indicated against Horrigan Kamitsis Valuers that in any way relates to the services and valuation.
- c) All costs and expenses including legal costs, incurred by Horrigan Kamitsis Valuers associated with any proceeding Horrigan Kamitsis Valuers may be obliged to defend that in any way relates to the services and valuation. Any such costs are to be paid by the client, on a monthly basis in arrears.

If, for any reason, the releases and indemnity outlined above are not effective and a claim is made which in any way relates to the provision of the services and valuation, the liability for that claim, will be limited, in the sole discretion of Horrigan Kamitsis Valuers, to either the fee for the services or the cost of providing the valuation and services again.

The releases above do not apply to any conduct by Horrigan Kamitsis Valuers which is fraudulent or willfully dishonest.