

LEGAL NOTICE

PROMOTING EXCELLENCE & PROFESSIONALISM: While the NHICC strives to promote excellence and professionalism in the home inspection industry, the selection of a NHICC “certified” home inspector is ultimately a decision for the customer. The NHICC certifies that the “registrant” (an independent individual self-employed home inspector) successfully completed the background and testing process on the date of their certification.

The NHICC does not guaranty or warranty any inspection performed by its registrant members. Visitors to this Web site understand and agree that the NHICC is not liable for the alleged acts or omissions of its members, nor may the NHICC be held liable for damages allegedly sustained as a result of the acts or omissions of its registrant members, regardless of the legal theories employed.

“All home inspectors (regardless of association) are strongly encouraged to attain a signed agreement prior to the commencement of the onsite home inspection. Home inspectors and their clients who enter into this complex relationship, without a signed and understanding of the agreement, which specifies the Standards of Practice and Scope of Work (Contract) that they can enforce, are taking a big risk. The Inspection limitations, exceptions and exclusions in the Standards of Practice set the minimum requirement for satisfactorily completing a home inspection. Equally so, clients that do not personally attend the home inspection generally are generally missing the opportunity to further their knowledge and understanding of the property.”

“The failure to disclose significant defects by the current property owner/vendor can also violate the obligation owed to the purchaser. Property owners are generally more knowledgeable about the history and true condition of their home.”

ASSUMPTION OF RISK: You expressly agree that the use of any and all information communicated by the NHICC and available as part of the NHICC collection and Web site is done so solely at “your” own risk. While we have made reasonable efforts to correctly categorize and keyword our documents “errors” may occur.

Similarly the NHICC cannot guarantee the ongoing compliance of an individual home inspector that may cause a concern through their own act of error or omission.

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LINKS: Our Web site contains links to external Web sites that are not within our control. If you decide to use any of these external links, you will be connected to a site not covered by our privacy policies. We recommend that you read their privacy statements, since they may differ from ours.

MEMBERSHIP: "Membership" shall mean the approved application by the NHICC that recognized the certified registrant meets the certification standards of the National Certification Program.

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PRIVACY & USER INFORMATION: The NHICC respects the privacy of the personal information of the individuals who access or use the Site and has thereby created a Privacy Policy that outlines the practices by which we collect, use, and disclose the personal information of those individuals who visit the Site or provide personal information to us during registration.

SECURITY: We exercise care and diligence in managing, transmitting and securing personal information once we receive it. Your personal information is protected by safeguards that are appropriate to the sensitivity of the information and are aligned with currently available security technology.

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WEBSITE UPDATES & RELEVANCY: The NHICC updates the information on the Site regularly. However, we cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on the Site. The NHICC may revise, supplement or delete information, services and/or the resources contained in the Site and reserves the right to make such changes without prior notification to past, current or prospective visitors.

VENUES: Users of this site agree the exclusive venue for any litigation that may be brought against the NHICC will be conveyed in the District Court for either City of Windsor, or alternative venue in the County of Essex or Kent County, Ontario, Canada.

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