[TO BE PLACED ON HOMEOWNER/INSURER LETTERHEAD]

[Date]

[Name of engineer]  
**By email:** [Email]

## Letter of Engagement – Land Assessment Report – Geotechnical [ADDRESS]

[Name] (the client) would like to engage you, under the terms and conditions set out in Schedule 3, to undertake a geotechnical assessment at [address] (the **property**), identify any **land damage** from a [specify the natural disaster] and recommend an appropriate reinstatement methodology for that **land**.

Please provide your assessment and recommendations in the form of a written report, using the framework in Schedule 2.

All bolded words in this letter are defined in Schedule 1. Please use these definitions when completing your assessment and report.

Please let the client know as soon as possible, after reading through the relevant documentation in Schedule 5 and completing your walkover visual assessment of the site, if you find that you need to undertake any additional site investigations, require input from another professional, or require any further information (such as survey information).

### Your obligations

You should carry out your geotechnical assessment objectively and not act as an advocate for any party. You must act without bias. Your role is to give your client technically accurate advice, regardless of whether that advice aligns with your client’s interests or opinion.

You must also comply with the Engineering New Zealand Code of Ethical Conduct when carrying out this work. Please ensure you have read, understood and complied with the High Court Code of Conduct for Expert Witnesses, enclosed in Schedule 4.

We are not asking you to interpret the Natural Hazards Insurance Act 2023, the insurance policy, comment on the cost of reinstatement, advise, comment or make decisions on the extent of the Natural Hazard Commission Toka Tū Ake (NHC) or the insurer’s obligations.

To undertake this work, you should be a Chartered Professional Engineer (Geotechnical), senior engineer, or Professional Engineering Geologist with appropriate training and experience in geotechnical engineering and in assessments of damaged property. You should also have a strong knowledge of regulatory requirements and how to apply them. You must only advise on matters within your area of competence as a geotechnical engineer or engineering geologist.

You may find that you have a conflict of interest and cannot carry out the assessment we are asking for. For example, if you or someone else at your firm has previously provided an assessment or reinstatement advice in relation to the property for another party. Please consider this carefully and let the client know before you accept this engagement if you might have a conflict of interest.

You should ensure that as part of your assessment you discuss with the homeowner their observations of **land damage** from the **natural hazard**.

### Damage assessment

After you review the background information about the **property** that is attached at Schedule 5 and carry out a site walkover and visual assessment (or remote assessment, if appropriate), please consider whether any additional onsite investigations are required to assess land damage. This may include a more detailed **non-intrusive site inspection, shallow geotechnical investigation** or **deep geotechnical investigation** to assess any **land damage.** The type and scope of any further investigation should be determined by you, based on your professional judgement and the specific conditions at the site. Please confirm the updated scope and associated costs with the client in writing before commencing any additional investigations.

In your report, please make all reasonable efforts to identify and explain the following (with supporting evidence):

* any pre-existing conditions or damage to the land you consider pre-existing and not exacerbated by the **natural hazard**
* any **land damage** caused directly by the **natural hazard**
* any work carried out to repair the land damage and any aspect of that work you consider inadequate
* any pre-existing condition/s or damage to the land that has been exacerbated by the **natural hazard** (**exacerbated damage**)
* if more than one occurrence of one type of natural hazard causes damage to the **property** within a 48-hour period (or seven days if volcanic activity or natural hazard fire), all damage from those natural hazard occurrences are to be treated as the result of a single event. In this case determine the **land damage** sustained by the **property** in each type of natural hazard occurrence and the remediation methodology required for each
* recommendations for any emergency works to reduce the risk of additional avoidable damage.

#### Supporting evidence

In respect of supporting evidence, your report should:

* contain appropriate photographs, test results and diagrams to illustrate the points you are making
* include a scaled site plan so that a reader can understand the **property** layout and **land damage** locations
* include a marked up aerial drawing to show the area of natural hazard cover (showing eight meters from house, 60 meters from access way and the locations of retaining walls and the remedial works)
* identify any **house** or **appurtenant structure** damage that is relevant to the **land damage**, including evidence of structural damage, foundation dislevelment and settlement or movement and/or cosmetic damage to cladding and linings. Your report should discuss how any levels and variances relate to the   
  **land damage**
* where retaining walls have been damaged or have failed in a **natural hazard**, include comment on the reason for the damage or failure. This should include whether the retaining wall was constructed in accordance with the relevant standards or codes in place at the time of construction. If the wall was not code-compliant, the report must identify the specific aspects in which it deviated from the code. Additionally, assess whether compliance would likely have changed the outcome, for example, was the event so extreme that failure would have occurred even if the wall had been built to code?
* identify where you agree or disagree with any reports provided by the NHC, the homeowner and/or private insurer’s experts, and provide reasons for your views
* outline of any additional investigations or assessments needed to complete your assessment of the reinstatement recommendations, in particular any **deep geotechnical investigations**.

### Reinstatement methodology

If you have identified either **land damage** to the **property** and/or repair/reinstatement work that is inadequate from a geotechnical perspective, please provide your opinion on whether the **land damage** can be repaired or reinstated to **the required standard**.

As part of providing your opinion:

* if the land damage cannot be remedied, or fully remedied, explain why
* if there are any conditions, damage, alterations or renovations that predate the **natural disaster** event and/or prevent reinstatement of the **land** to the **required standard**, please explain why.

If the **land damage** can be remedied, describe the methodology needed to reinstate the **land damage** to **the required standard**, and outline the expected scope of works to be completed as part of the construction programme. If there is more than one appropriate and feasible methodology for reinstatement to the **required standard**, please describe the functional advantages and disadvantages of each possible methodology.

Your recommended remediation methodology should be sufficiently detailed to allow a quantity surveyor to prepare a costed scope of works based on your report.

There may be other appropriate methodologies for reinstating the **land damage** that are more cost-effective or better suited to the wider property context. The reinstatement methodology you set out is intended to inform cost estimation for insurance settlement purposes only. It is not intended to limit the homeowner's ability to implement a different solution, where appropriate.

### Facilitation

If there is disparity between your report and the report of an engineer for another party, you may be asked to participate in an Engineering New Zealand Facilitation process with that other engineer. You are obliged to participate openly and professionally in that process at an agreed additional fee if asked.

### Expert Witness

If there is a dispute between the parties, you may be asked to attend a dispute resolution process such as a facilitation, determination or tribunal or court proceedings. Before you issue your report, please ensure you have read, understood and complied with the High Court Code of Conduct for Expert Witnesses, enclosed in Schedule 4.

### Fees

The client will pay you $xx [lump sum or hourly rate, to be agreed] plus GST for the services provided under this letter of engagement.

### Engagement

You may not assign or subcontract this engagement without the client’s prior written consent.

After you issue your report, you may be engaged under a new contract with the homeowner to carry out your reinstatement methodology including; completing detailed design, providing construction documentation, assisting in the consent application process and/or provide construction observation and support services for your reinstatement methodology, and issuing a Producer Statement 1: Design (PS1) and Producer Statement: Construction Review (PS4), if necessary.

Please contact the client if you need to discuss any part of this letter. Otherwise please sign below and return by email by [date] or as otherwise discussed. Thank you for assisting in this matter.

Yours sincerely

[Name]

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I am a suitably competent engineer to undertake this work and I accept the terms as set out in this letter of engagement.

[Signature of engineer]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of engineer ] on behalf of [Firm/Company]  
[Date]

# Schedule 1: Definitions

#### “Natural Hazard”

A natural hazard means any of the following:

* an earthquake
* hydrothermal activity
* a landslide
* a tsunami
* volcanic activity
* a flood
* a storm
* a natural hazard fire.

#### “House”

The insurance policy will define what structures on the **property** are covered by the policy and what are not. For example, the dwelling, garages, glasshouse, swimming pools, retaining walls, driveways and so forth. Residential house policies do not provide cover for **land**.

Some policies refer to the term “house” when defining what structures are covered by the policy. Other policies may refer to the term “building” or “dwelling”. Whatever term is used, please check the policy to see what structures on the property should be considered in your assessment and recommendations.

#### “Residential building”

A residential building means:

* the main building that contains one or more dwelling, other than any excluded property
* any other **appurtenant structures** and service infrastructure for the dwellings in the building.

#### “Appurtenant structure”

An appurtenant structure means:

* either a part of the main building but not part of the dwelling, or is, or is part of, a separate building or another immovable structure
* associated or related to the dwelling
* used for household purposes or for access to the dwelling by one or more owners or occupiers of the dwelling, or to house service infrastructure for the dwelling.

#### “Land”

The term **land** in this letter refers to residential land, which comprises, in relation to the residential building:

* land on which the **residential building** is situated
* land within eight metres of the **residential building**
* land within 60 metres, in a horizontal line, of the **residential building** (excluding service infrastructure) that is either the main access way (from the boundary of the insured person's land) to the **residential building** or **land** that supports that main access way
* bridges and culverts within the above areas and either within the insured person’s **land** or fully or partially outside the insured person’s **land**, and the insured person has an insurable interest in the bridge or culvert
* retaining walls that are within 60 meters of the **residential building** that are necessary to support to protect the **residential building** or residential **land** and are either within the insured persons land or fully or partially outside the insured persons land and the insured person has an insurable interest in it.

Any reference in this engagement to “land damage”, “imminent damage” or “reinstatement of land” relates only to that insured residential land and not to the wider property.

#### “Land damage”

Land damage means:

* a physical change or loss to the **land** that has occurred, or is imminent (**imminent damage**)
* the physical change or loss to the **land** is the direct result of a **natural hazard**
* the physical change or loss to the **land**, makes a material difference to the use or amenity value of the **land[[1]](#footnote-1)**.

Please note that **land damage** includes **exacerbated damage**.

#### “Imminent damage”

Imminent damage means:

* there is a potential for physical change or loss to the **land**
* the potential physical change or loss is a direct result of the **natural hazard**
* the potential physical change or loss is more likely than not to occur within 12 months after the **natural hazard.**

#### “Exacerbated damage”

Exacerbated damage means:

* there is pre-existing damage or deterioration in the **land**
* the **natural hazard** causes an additional physical effect/s to the land (the additional physical effect/s)
* the additional physical effect/s is more than de minimus to the use or amenity value of the **land[[2]](#footnote-2).**

#### “Non-intrusive site inspection”

Non-intrusive site inspection means a site walkover, visual assessment and review of any data reasonably relevant to the property on the New Zealand Geotechnical Database at the time of preparing the report.

#### “Property”

Property means the house, the land and other improvements at the address.

#### “Shallow geotechnical investigation”

In general, a shallow geotechnical assessment extends to a maximum depth of between three and six meters below the ground surface. A shallow geotechnical investigation shall follow the procedure generally outlined in NZS3604:2011.

The type and scope of a shallow geotechnical investigation must be determined by Chartered Professional Engineer (Geotechnical) or Professional Engineering Geologist. Further details of the various types and guidance for the appropriate specification of shallow geotechnical investigations are outlined in the Ministry of Business Innovation and Employment (MBIE) publication *Guidance for repairing and rebuilding houses affected by the Canterbury Earthquakes*.

#### “Deep geotechnical investigation”

In general, a deep geotechnical investigation extends to a depth greater than six meters below the ground surface. The type and scope of a deep geotechnical investigation must be determined by a Chartered Professional Engineer (Geotechnical) or Professional Engineering Geologist. Details of the various types and guidance for the appropriate specification of deep geotechnical investigations are outlined in the Ministry of Business Innovation and Employment (MBIE) publication *Guidance for repairing and rebuilding houses affected by the Canterbury Earthquakes*.

#### “The required standard”

Where **land damage** has occurred, your reinstatement methodology, whether it involves repair or replacement of the land, must meet the following requirements:

1. it does not need to replace or reinstate the land exactly or completely, but only as circumstances permit and in a reasonably sufficient manner
2. to the extent that the land damage consists of, or results from, ground-forming materials or other debris on the land (including as a consequence of a natural landslip), the repair or reinstatement is limited to the removal of the debris
3. for retaining walls, bridges and culverts, the reinstatement work must meet current building regulatory requirements, including the Building Code to the extent required by the Building Act.

Please note:

* 1. there is no general obligation to upgrade relevant structures even if they don’t comply with current Building Code requirements
  2. the reinstatement work must not make the house less compliant with the Building Code than it was before the land damage and reinstatement work
  3. the reinstatement work must not accelerate or worsen the risk of **natural hazard** damage on the **land** or any other **property**.

# Schedule 2: Reporting framework

Engineering New Zealand recommends that engineers reporting on damage assessments and reinstatement set out their reports using the following framework.

The purpose of this framework is to provide greater consistency in the way engineers report their assessments of damage from a natural hazard event and reinstatement methodologies. This helps homeowners and insurers more easily compare reports and identify where their engineers agree and disagree.

Engineering New Zealand recommends that engineers set out their reports using the following headings, and make sure that, at a minimum, they address the points in the explanatory notes for each heading.

|  |  |  |
| --- | --- | --- |
| Section | Content | Explanatory notes |
| 1. | **Executive summary** | Set out a brief summary of your report. This should include your obligations, land damage findings and recommended reinstatement methodology. |
| 2. | **Introduction** | Include the property address and natural hazard in question. |
| 3. | **Scope of engagement** | Set out the land damage and/or exacerbated damage definitions (see the tests in Schedule 1), and the required standard, stated in the relevant insurance policy and the letter of engagement. |
| 4. | **The site** | |
| 4.1 | Site inspection | State the date, scope of your inspection and personnel involved. |
| 4.2 | Site description | State the site description, including topographical and geomorphological information, property boundary and extent of the insured person’s land and residential land, buildings and appurtenant structures, accessways, vegetative cover, relevant information about the site setting and surrounding environment (eg where appropriate, geological setting, upslope and downslope conditions and hazards, hydrological risks etc). |
| 5. | **Information reviewed** | Summarise the information reviewed, including previous assessments and repairs (including structural and geotechnical reports), and available relevant data on the New Zealand Geotechnical Database. This should include any key points of disagreement between engineers and your position on these points. |

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| --- | --- | --- |
| 6. | **Input from other disciplines** | Incorporate assessments and expertise from other engineering and related disciplines as required, based on the specific natural hazard and its impact.  Hazard specific inputs to consider are listed in Appendix 1 of this schedule. |
| 7. | **Natural hazard damage and previous repairs** | |
| 7.1 | Homeowner comments | Summarise homeowner damage observations and information from them about previous repairs, alterations and renovations. |
| 7.2 | Damage from natural hazard | Identify current damage, establishing what was caused or exacerbated by the natural hazard, and differentiating from non-hazard damage, with supporting evidence.  Set out and apply the land damage test and/or exacerbated damage test in Schedule 1.  State any reasonably foreseeable imminent further damage, if repairs are not carried out. State any relevant safety concerns.  Where appropriate, provide a sketch plan of the site, showing the important site features, damaged areas etc., and site cross sections.  **Hazard-specific damage considerations include those listed in Appendix 1 of this schedule.** |
| 7.3 | Pre-existing condition of land | Include photographs and information about the pre-natural hazard condition of the property. |
| 7.4 | Previous repairs | Identify the nature and effectiveness or otherwise of any previous repairs to the land. |
| 7.5 | Urgent work recommendations | Set out any urgent construction works recommended to improve the short-term geotechnical stability of the property and/or robustness or weather-tightness of any structure to reduce the risk of additional avoidable damage. |
| 7.6 | Multiple natural hazard event | If there have been multiple natural hazard occurrences more than 48 hours apart (or seven days for volcanic or natural hazard fire), determine what land damage was sustained by the property as a direct result of each occurrence and the remediation methodology required for the natural hazard damage caused by each occurrence. Seek supporting evidence, for example, photographs before and after each occurrence if possible. |
| 8. | **Recommended reinstatement methodology** | |
| 8.1 | Recommended reinstatement methodology | Outline how the land damage should be remedied (taking into account any previous repairs). |
| 8.2 | The required standard | State how your reinstatement methodology will meet the required standard requirements. |
| 8.3 | Further investigations or information required | State this if applicable. |
| 8.4 | Further engineering design input required | State this if applicable. |
| 9. | **Conclusion** | Summarise key findings and recommended remediation methodology. |
| 10. | **Limitations/disclaimers** | State any limitations/disclaimers for your report. |

# Appendix one: Hazard-specific geotechnical considerations

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| Structural damage consideration for specific natural hazards |
| **Earthquake damage**   * Liquefaction susceptibility * Lateral spreading * Slope instability * Settlement and differential settlement * Ground cracking or fissuring   Additional discipline input to consider   * Civil Engineering: Inspect infrastructure damage (eg drainage, driveways, retaining walls) from ground deformation * Surveying/Remote Sensing: Map ground displacement using geospatial data |
| **Hydrothermal damage**   * Ground weakening from heat and fluid pressure * Surface collapse or vent formation * Altered ground materials (clay conversion, etc.) * Ground heave or fissuring   Additional discipline input to consider   * Civil Engineering: Inspect infrastructure damage (eg drainage, roads, retaining walls) from ground deformation * Surveying/Remote Sensing: Map ground displacement using geospatial data |
| **Landslide damage**   * Slope stability and failure mechanisms * Soil/rock mass movement (creep, debris flow, rotational slip) * Loss of support to structures * Groundwater seepage impact   Additional discipline input to consider   * Civil Engineering: Assess damage to retaining structures, roads, and utility infrastructure * Surveying/Remote Sensing: Monitor slope movement and elevation changes |
| **Tsunami damage**   * Coastal erosion and scour * Saturation and strength loss * Debris loading on slopes or retaining walls * Ground subsidence   Additional discipline input to consider   * Coastal Engineering: Evaluate erosion effects and wave pressure impact on land stability * Surveying/Remote Sensing: Map coastline retreat and ground displacement |
| **Volcanic activity damage**   * Ground instability from pyroclastic deposits or lahars * Load from ash or debris causing settlement * Heat-altered soil strength * Ground swelling or subsidence from magmatic activity   Additional discipline input to consider   * Volcanology: Study pyroclastic flow, ground heating and instability * Environmental Engineering: Evaluate chemical alteration of soils and water systems * Materials Engineering: Assess soil and debris layering effects on stability |
| **Flood damage**   * Saturation of soils leading to strength loss * Foundation erosion and scour * Slope toe weakening * Elevated groundwater effects   Additional discipline input to consider   * Hydrology/Hydraulic Engineering: Model water flow paths, ponding, and flood depth * Civil Engineering: Evaluate drainage failures and associated slope destabilization |
| **Storm damage**   * Slope instability due to high rainfall * Localised erosion or washout * Surface ponding and drainage failure * Wind-induced tree uprooting affecting slope stability   Additional discipline input to consider   * Civil Engineering: Inspect stormwater systems and surface water flow obstructions * Environmental Engineering: Assess vegetation loss and root structure stability |
| **Natural hazard fire**   * Loss of vegetation increasing slope instability * Hydrophobic soil layers causing runoff and erosion * Ground cracking due to thermal stress   Additional discipline input to consider   * Environmental Engineering: Assess fire effects on soil permeability and vegetation recovery * Civil Engineering: Review fire-related damage to support structures like culverts or retaining walls |

# Schedule 3: Short form conditions of engagement

1. The Consultant shall perform the Services as described in the attached documents.
2. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client’s rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. The Client and the Consultant agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Client’s prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant’s overdraft rate plus 2 percent and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client’s indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of $NZ500,000.
12. Without limiting any defences, a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within six years from completion of the Services.
13. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. Intellectual property prepared or created by the Consultant in carrying out the Services (“New Intellectual Property”) shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New intellectual Property. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Consultant does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
16. The Consultant and the Client will be aware of, and comply with, any relevant obligations imposed on them under the Health and Safety at Work Act 2015 (the “Act”). The Consultant has not and will not assume any duty imposed on the Client from time to time pursuant to the Act arising out of this engagement.
17. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

# Schedule 4: High Court Code of Conduct for expert witnesses

### Duty to the Court

1. An expert witness has an overriding duty to assist the court impartially on relevant matters within the expert’s area of expertise.
2. An expert witness is not an advocate for the party who engages the witness.
3. If an expert witness is engaged under a conditional fee agreement, the expert witness must disclose that fact to the court and the basis on which he or she will be paid.
4. In subclause 2A, conditional fee agreement has the same meaning as in rule 14.2(3), except that the reference to legal professional services must be read as if it were a reference to expert witness services.

### Evidence of expert witness

1. In any evidence given by an expert witness, the expert witness must:
2. acknowledge that the expert witness has read this code of conduct and agrees to comply with it
3. state the expert witness’ qualifications as an expert
4. state the issues the evidence of the expert witness addresses and that the evidence is within the expert’s area of expertise
5. state the facts and assumptions on which the opinions of the expert witness are based
6. state the reasons for the opinions given by the expert witness
7. specify any literature or other material used or relied on in support of the opinions expressed by the expert witness
8. describe any examinations, tests, or other investigations on which the expert witness has relied and identify, and give details of the qualifications of, any person who carried them out.
9. If an expert witness believes that his or her evidence or any part of it may be incomplete or inaccurate without some qualification, that qualification must be stated in his or her evidence.
10. If an expert witness believes that his or her opinion is not a concluded opinion because of insufficient research or data or for any other reason, this must be stated in his or her evidence.

### Duty to confer

1. An expert witness must comply with any direction of the court to:
2. confer with another expert witness
3. try to reach agreement with the other expert witness on matters within the field of expertise of the expert witnesses
4. prepare and sign a joint witness statement stating the matters on which the expert witnesses agree and the matters on which they do not agree, including the reasons for their disagreement.
5. In conferring with another expert witness, the expert witness must exercise independent and professional judgment and must not act on the instructions or directions of any person to withhold or avoid agreement.

# Schedule 5: Additional information about the property

1. Amenity value and use must relate to structural, functional and/or aesthetic value or use. Material difference means more than de minimus. More than de minimus means beyond being minor and/or immaterial. [↑](#footnote-ref-1)
2. See Footnote 1 for meaning of amenity value [↑](#footnote-ref-2)