

CLAUSE A.1 – BUILDING INSPECTION TERMS AND CONDITIONS AND SPECIAL CONDITIONS

ACCEPTANCE & PAYMENT POLICY

Once you have clicked on “I accept” and we have received your receipt of acceptance of this agreement, Building Inspections Australia will undertake the inspection and report ordered by You in accordance with this agreement.

You agree that in clicking on the “I accept” button You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document including all clauses, which define the scope and limitations of the inspection and the report.

No information will be released prior to payment and You agree to pay for the inspection and report on or before delivery of the report.

CANCELLATION POLICY

We require 12 hours' notice for cancellations or the full fee will apply. You can cancel by email, direct phone or message bank. A \$30 administration fee will apply for cancellations outside of 12 hours.

SPECIAL CONDITIONS

1. The Building Consultant reserves the right to reject any request for inspection at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Building Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.

SERVICE

As requested by the Client, the inspection carried out by the Building Consultant (the Consultant) is to be based solely on a Pre-Purchase Standard Property Report.

A Pre-Purchase Standard Property Report only covers or deals with any evidence of: *Structural Damage; Conditions Conducive to Structural Damage; any Major Defect* in the condition of *Secondary Elements and Finishing Elements*; collective (but not individual) *Minor Defects*; and any *Serious Safety Hazard* discernible at the time of inspection. The inspection is limited to the *Readily Accessible Areas* of the *Building & Site* and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of *Tests* (see Limitation No 1 below).

The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Unless noted in Special Conditions or Instructions, the Report assumes that the existing use of the building will continue.

The Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in the Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report is to be based please discuss your concerns with the Consultant before ordering the Report or on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

LIMITATIONS

The Client acknowledges:

1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out whenever necessary appropriate Tests.
2. The Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a special-purpose inspection report, which is adequately specified (see Exclusions below).

3. The Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.
4. The inspection only covers the Readily Accessible Areas of the property. The inspection does not include areas, which are inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include-but are not limited to-roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builders debris, vegetation, pavements or earth.
5. Australian Standard AS4349.1-2007 Inspection of Buildings. Part 1: Pre-Purchase Inspections-Residential Buildings that a property inspection report is not a warranty against problems developing with the building in the future.
6. The Report is to be produced for the use of the Client. The Consultant is not liable for any reliance placed on the Report by any third party.

EXCLUSIONS

The Client acknowledges that the Report does not cover or deal with:

- (i) any individual Minor Defect;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems;
- (x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (xi) a review of environmental or health or biological risks such as toxic mould;
- (xii) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone; and
- (xiv) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

DEFINITIONS

Client means the person or persons, for whom the Inspection Report was carried out or their Principal (i.e. the person or persons for whom the report is being obtained).

Building Consultant means a person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 *Inspection of Buildings. Part 1: Pre-Purchase Inspections -Residential Buildings*. The consultant must also meet any Government licensing requirement, where applicable.

Building & Site means the inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 meters above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure the load bearing part of the building, comprising the Primary Elements.

Primary Elements means those parts of the building providing the basic load bearing capacity to the Structure, such as foundations, footings, floor framing, load bearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Structural Damage means a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

- (a) *Structural Cracking and Movement* -major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.
- (b) *Deformation* -an abnormal change of shape of Primary Elements resulting from the application of load(s).
- (c) *Dampness* -the presence of moisture within the building, which is causing consequential damage to Primary Elements.
- (d) *Structural Timber Pest Damage* - structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

Conditions Conducive to Structural Damage means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

Secondary Elements means those parts of the building not providing load bearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-load bearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements means the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

Major Defect means a defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect means a defect other than a Major Defect.

Serious Safety Hazard means any item that may constitute an immediate or imminent risk to life, health or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Tests means where appropriate the carrying out of tests using the following procedures and instruments:

(a) *Dampness Tests* additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) *Physical Tests* means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses: and the tapping of tiles and wall plaster.

CLAUSE A.2 – TIMBER PEST INSPECTION TERMS AND CONDITIONS AND SPECIAL CONDITIONS

CANCELLATION POLICY

We require 12 hours' notice for cancellations or the full fee will apply. You can cancel by email, direct phone or message bank. A \$30 administration fee will apply for cancellations outside of 12 hours.

1. The Timber Pest Detection Consultant reserves the right to reject any request for inspection at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Timber Pest Detection Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.

SERVICE

As requested by the Client, the inspection carried out by the Timber Pest Detection Consultant (the Consultant) is to be based solely on one of the following options:

A Standard Timber Pest Detection Report only deals with the detection or non-detection of *Timber Pest Attack* and *Conditions Conducive to Timber Pest Attack* discernible at the time of inspection. The inspection is limited to the *Readily Accessible Areas* of the *Building & Site* (see Note 1) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Unless otherwise agreed and noted in Special Conditions or Instructions for this report request, the acceptance criteria against which the subject building will be assessed is: The building being inspected is to be compared with a similar building (see Note 2). To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Note 1. With strata and company title properties, the inspection is limited to the interior and the immediate exterior of the particular residence to be inspected. Common property is not inspected as part of the Report.

Note 2. If the building is not comparable to a similar building (e.g. due to unusual design or construction techniques), then the inspection shall be based on the general knowledge and experience of the Consultant.

Unless noted in - Special Conditions or Instructions, the Report assumes that the existing use of the building will continue.

The Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in the Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report is to be based please discuss your concerns with the Consultant before ordering the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

LIMITATIONS

The Client acknowledges:

1. The Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. The inspection only covers the Readily Accessible Areas of the Building and Site. The inspection does not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include-but are not limited to-roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
5. The Report is not a structural damage report. Neither is it a warranty as to the absence of timber pest attack.
6. If the inspection is to be limited to any particular type(s) of timber pest (e.g. termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
7. The Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. The Inspection Report is to be produced for the use of the Client named in this Pre-Engagement Inspection Agreement. The Consultant or their firm or company are not liable for any reliance placed on the report by any third party.

EXCLUSIONS

The Client acknowledges:

1. The Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice may be the subject of a Timber Pest Management Proposal, which is adequately specified.

DEFINITIONS

Timber Pest Attack means Timber Pest Activity and/or Timber Pest Damage.

Pest Activity means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 meters above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:

- (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the areas is not more than 2 meters from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- (b) areas at the eaves of accessible roof spaces, that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client means the person or persons, for whom the Timber Pest Detection Report is to be carried out or their Principal. (i.e. the person or persons for whom the report is being obtained.)

Timber Pest Detection Consultant means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to distance of 50 meters from the main building(s).

Timber Pests means one or more of the following wood destroying agents which attack timber in service and affect its structural properties:

- (a) Chemical Delignification -the breakdown of timber through chemical action.
- (b) Fungal Decay -the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.
- (c) Wood Borers -wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- (d) Termites -wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) *electronic moisture detecting meter* -an instrument used for assessing the moisture content of building elements;
- (b) *stethoscope* -an instrument used to hear sounds made by termites within building elements;
- (c) *probing* -a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) *sounding*-a technique where timber is tapped with a solid object.