

## **CLAUSE A.1 – TIMBER PEST 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.

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.