

BUILDING, TIMBER PEST INSPECTION AND HANDOVER INSPECTION AGREEMENTS BELOW.

Attached Below are the terms and conditions for a pre-purchase building inspection, a termite inspection agreement and handover inspection.

By clicking submit at the end, you are agreeing to these terms & we will organise your inspection/s.

1. Definitions

The relevant definitions listed in this Agreement are listed at the end of this Agreement.

2. The Client's Acknowledgments –

The Client acknowledges that this agreement may have been entered into on clients behalf by a legal representative acting on the client's behalf or when the Client's Solicitor or Conveyancer has ordered an inspection report.

The Inspector reserves the right to cancel the inspection & only the deposit, if any, will be reimbursed to the Client.

The Inspector will inspect the Building Elements as outlined in Appendix C of AS4349.1-2007 except for Strata title properties where the inspection will be according to Appendix B of AS4349.1-2007. (AS Standards). Where a Special Report (Non Pre Purchase Building report is required & ordered by the "Client" the inspection & Report shall comply with AS4349.0. A copy of the appropriate Standard with Appendices may be obtained from Standards Australia at your cost. Standards Australia can be contacted on 1800 845 140. The Client warrants that they have been given reasonable opportunity to peruse the relevant Australian Standards.

The Inspection Report is also limited by the Restrictions on an Inspection, as well as any rights held by an Inspector to ensure their own safety and/or any other limitations set out in the terms of this Agreement.

It is implicit that the Inspection Report is a subjective visual only inspection.

The Client will not rely on the report for valuation purposes or in their final decision to purchase the Property.

The Inspection Report is for the Client's exclusive use & not to be given to a third party without the Inspector's written consent. Any reports not purchased can not be relied upon in any way.

The Scope of Inspection set out in this Agreement is only indicative as the Inspector is restricted by their ability to access any Area, which is subject to all safety considerations. The Client further acknowledges that the Inspector cannot breach same to carry out an inspection.

Some Restrictions on an Inspection are foreseeable while others are only known at the time of inspection.

That the Inspector is the only person who can determine, at the time of the inspection, what they are restricted by during an inspection.

The Inspector will carry out a visual & non-invasive inspection limited by access and restrictions.

The Inspector is not liable for any Area not inspected due to restrictions on an inspection. If there are areas not accessible or obstructed they will be listed within the report & you must contact the owner or the selling agent to organize to have these areas made fully available & fully accessible so the inspector can return to inspect any inaccessible or restricted areas prior to purchasing the property.

The client acknowledges that failure to have inaccessible or obstructed areas inspected presents a risk that defects, termite damage and/or termite infestation may exist in any of these areas & the inspector is not liable for these defects not able to be seen.

That any claim for loss is limited to the cost of the inspection.

That the Client has read all the terms & has not relied on any representations made by the Inspector or anyone else before entering this Agreement.

That just because a defect is not visible at the time of the inspection does not guarantee that there is no defect affecting the property.

That the Client acknowledges acceptance of this Agreement and its terms through performance of this Agreement by way of payment of the agreed Inspector's fee.

That you acknowledge that a visual only inspection may be of limited use to you, as defects may exist in areas not possible to access & inspect without invasive methods.

The Inspector does not report on latent defects in the property or in the title.

That the Client acknowledges acceptance through performance of this Agreement by way of payment of the agreed Inspector's fee & confirming that the agreement & terms & conditions have been read & understood by the client and/or as such ticking the appropriate check box when ordering online.

The Client will not hold the Inspector liable for any losses suffered on relying on the Inspection Report considering the acknowledgments above & all the terms of this Agreement.

3. Scope of Inspection and Report

The Inspection will be carried out in accordance with AS4349.1-2007.

The purpose of the inspection is to provide advice to a prospective purchaser regarding the condition of the property at the date & time of inspection. The report is not a guarantee that further defects may not present or appear in the future.

The report does not include an estimate of the cost for rectification of the Defects as one trade may charge more (or less) to supply & for rectification works than another. You should arrange relevant trades person to accurately quote prior to purchasing the property.

Any verbal quote provided by an inspector can not be relied upon in your decision to purchase the property inspected.

The overall condition of this building has been compared to similarly constructed & reasonably maintained buildings of Approximate age.

Areas for Inspection shall only cover what is deemed safe & accessible areas by the inspector.

4. Visual Only Inspection

The inspection will be a visual assessment of the items listed in Appendix C to AS4349.1- 2007 for the structures within 30 metres of the building & within the site boundaries including fences. Appendix C and Appendix D can be found at the bottom of this document.

Subject to safe & reasonable access the Inspection will report on the condition of each of the following Areas and as follows:

5. Minimum Requirements of a Pre-Purchase Building Inspection under AS 4349.1 – 2007.

The Inspector will inspect (subject to the minimum requirements and the Restrictions on an Inspection) the accessible "Area":

The Interior of the Property;

The Roof Space of the Property;

The Exterior of the Property;

The Sub-Floor Space of the Property;

The Roof Exterior (subject to height & weather restrictions) of the Property; and

The Property within 30m of the Building relevant to the Inspection.

6. Restrictions and Exclusions.

The Inspector is restricted by certain foreseeable & unforeseeable limitations during an inspection.

The Inspector's foremost consideration is safety & reasonable access to an Area. Therefore the Inspector is restricted from inspecting any Area where it is unsafe to do so or cannot be reasonably accessed.

The Inspector cannot move any furniture, beds, items in cupboards or under sinks, household items, floor coverings, rugs, dishwashers, washing machines, water pump covers, plants or dig up soil or any other chattel or thing in order to access an Area.

The Inspector will not conduct an inspection that is invasive and therefore cannot inspect: the inside of walls; between floors; behind any kitchen joinery, cupboards, wardrobes, and chattels; inside flat roofing; and/or inside any eaves, unevenness in floors when covered with furniture, rugs & carpet, footings below ground, plumbing pipe damage in inaccessible areas or in ground. This is not an exhaustive list.

The Inspector will not cut access holes or remove screws & bolts (or any other fastenings) to access covers.

The inspector will not dig up or remove soil to assess areas.

The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.

7. The Inspector will not carry out an inspection for:

Any non-structural element;

Any part of the Property that cannot be seen or that requires testing;

Serviceability damp defects;

Any common property that maybe under Strata Title or Company Title or any other form of Title unless explicitly stated in another signed Agreement;

Asbestos;

Magnesite;

Mould;

Anything listed on Appendix D of AS 4349.1-2007 including but not limited to the following:

Footings below ground,

Concealed damp-proof course,

Electrical installations & wiring,

operation of smoke detectors, light switches, safety switches & fittings, TV, sound & communications & security systems,

concealed plumbing & pipes,

Adequacy of roof drainage as installed,

Adequacy of timber frame timber sizes & spans,

Assessment of loads on raised structures,

Gas fittings & fixtures, air conditioning, heating units, chimneys,

Automatic garage door mechanisms,

Swimming pools & associated filtration & similar equipment.

The operation of fireplaces & solid fuel heaters including chimneys & flues,

Alarm systems,

Intercom systems,

Soft floor coverings,

Energy efficiency, Lighting efficiency. appliances including dishwashers, incinerators, ovens, ducted vacuum systems, rangehoods, cook tops,

Water pumps & Sump pumps

Paint coatings, except external protective coatings,

Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde),

Timber & metal framing sizes and adequacy,

Concealed tie-downs & bracing,

Other mechanical or electrical equipment (such as gates, inclinators, water pumps),

Timber pest activity (unless you ordered a timber pest inspection),

Soil conditions,

Control joints,

Concealed framing-timbers or any areas concealed by wall linings/sidings,

Landscaping,

Sustainable development provisions,

Floor Cover,

Rubbish,

Furniture & accessories,

Stored Items,

Insulation.

Environmental matters (e.g., BASIX, water tanks, water pumps, BCA Environmental Provisions)

8. The inspector will not assess or comment on the following:

Any timber pest activity, pest infestation or damage caused by a pest infestation and/or anything pest related unless a timber pest inspection is requested and ordered. See Timber Pest Inspection Terms below.

No Inspection or comment to a matter outside the inspector's expertise will be reported.

Any single minor defect – the inspector is not required to report on every individual minor defect.

Any cost or plan to rectify any defects and/or repair work;

Comment on the appropriateness of any structural design or construction.

Whether the roof pitch/fall is adequate for drainage.

Any latent structural defect; and

Provide a comment on any risk of flooding, earthquake and/or any other singularity caused by nature that may affect the structural integrity of the Property.

Swimming pool Safety or include comment on statutory pool safety requirements or compliance – this

depends on when the pool was built – 4 different sets of regulations in Victoria.

As outlined in Clause c4.2 (d) of As4349.1-2007 the inspection and report WILL NOT report on any defects, which may not be apparent due to prevailing weather conditions at the time of the inspection including detection of rising damp and leaks and roof leaks. Such defects may only become apparent in differing weather conditions.

9. The Inspector may cease an Inspection or not inspect an Area, upon encountering asbestos, chemical termite treatments in subfloor soil, mould, Magnesite or heavy timber damage, which causes the Inspector to have safety concerns.

10. The Inspection Report will be limited to the Extent of Reporting and will therefore only include information in relation to:

The Area(s) inspected and/or not inspected with reasons;

Any major defects being defined as defects that need to be rectified to avoid unsafe conditions and/or a defect that is a safety hazard or will likely be a safety hazard and/or an urgent and serious safety hazard;

A general impression regarding the extent of minor defects; and

A conclusion, which will address the incidence of major and minor, defects, relative to the average condition of a property similar to the Property being the subject of the inspection. The conclusion will only comment on the overall condition of the Property.

The Extent of Reporting is limited to a subjective visual and non-invasive inspection only.

Further to the above, the Inspector will not include anything that is beyond the Extent of Reporting including, but not limited to, cost of rectification of any defects.

11. The Inspector is restricted by the following dimensions in relation to determining if an opening or height can be reasonably accessed.

Access to Areas

Roof void –

Roof Interior 400 mm x 500 mm

Access to Roof exterior –

Subject to Inspector's discretion as to safe & reasonable access.

NOTE – A roof height in excess of 2 meters in height from finished ground level must first have fall barrier protection installed by the client or owner. The inspector will not walk on Roof tiles due to breakage. A ladder will be placed on each elevation to visually assess for defects.

Crawl Spaces –

Min 600mm x 600mm and only if it is safe to do so – crawling on stomach is not safe in a roof space & Subject to Inspector's discretion as to safe and reasonable access.

The inspector will not access a roof void if a truss frame (unseen knots in bottom chords can easily snap) & will not enter the roof space if deep insulation or ducts make it impossible to see joists to walk on.

Height –

From a 3.6m ladder off a level platform & only if it is safe to do so.

From a 3.6m ladder off a level platform and only if it is safe to do so.

Subject to Inspector's discretion as to safe and reasonable access.

12. Payment

The Client will pay to the Inspector the sum as advised by the Inspector for an Inspection Report of the Property (detailed above in this Agreement) & the final report is subject to this acknowledgments, terms & recitals within this Agreement.

Payment is required prior to release of the report.

Costs for our inspections can be found here.

Payment is required before we send your report. The invoice will be sent prior to the inspection & We will not email your report or discuss findings or inspection results in detail over the phone until confirmation or receipt of payment has been received.

CANCELLATION POLICY: By cancelling at the last minute we miss out on other jobs we could have completed for other clients. We are not unfair and do understand that sometimes the inevitable occurs.

That's why we only require at least 3 hours notice when cancelling as we have a very tight schedule & would prefer to fill the time slot with other jobs for valued clients. If you Fail to notify us of the cancellation within 3 hours of the booked appointment time, we may charge a cancellation fee of up to 50% of the original fee. By submitting this agreement, you agree to our cancellation policy & terms.

13. Limitations And Exclusions

The Inspector will conduct a non-invasive visual inspection which will be limited to those accessible Areas and sections of the property to which Safe and Reasonable Access is both available and permitted on the date and time of the inspection.

Areas where reasonable entry is denied to the inspector, or where safe & reasonable access is not available, are excluded from and do not form part of the inspection. Those areas may be the subject of an additional inspection upon request subject to another pre-inspection agreement on the same terms herein.

The Inspection WILL NOT involve any invasive inspection including cutting, breaking apart, digging, dismantling, removing or moving objects including, but not limited to, roofing, wall & ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances, or personal possessions. No digging of subfloor soil is carried out to access low clearance areas of a subfloor. Heating ducts will restrict access to sub floor areas & may need to be removed to access some areas.

Any stored or scattered goods, stored items including boxes, parked cars and bikes, boats, trailers, A/C units and ducting & any external covering foliage, plants, vines, stored firewood & timbers, vines clinging to external wall surfaces, trees covering areas will hinder the inspection process.

The Report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, or as a warranty or an insurance policy against problems developing with the building in the future.

We do not report on defects found in the Building Act, Building Code of Australia, National Construction Code, Building Regulations or other Australian Standards as they may not be defects when this home was constructed. To do so we would need access to the orinail building permit.

14. Warranties and Quality

The Inspector warrants that they will do everything reasonable to inspect the above Areas thoroughly and responsibly subject to the requirements of the AS Standard & any foreseeable or unforeseeable restrictions.

The Inspector warrants that it will list all of the limitations encountered, restricting the Inspector within

the Inspection Report.

The Client warrants that they will not hold the Inspector liable for any Area that the Inspector could not reasonably inspect due access & restrictions on an inspection.

The Client warrants that they will not rely on this report after a period of 7 days as this is a visual inspection condition may change between the day of inspection & the day of any defect being apparent such as, but not limited to, different weather conditions, removal of furniture, damage done by occupants, settling of the land, extreme weather damages or anything that could cause the visual effect of a defect to become known.

15. Indemnity

The Client indemnifies the Inspector:

against any third party losses or claims for use of the Inspection Report.

Against any claim as a result of purchasing a property that was not accurately valued.

Against any major and/or minor defect that was not evident by visual assessment at the time of the inspection.

Termination of this Agreement by the Inspector pursuant to Item 18 of this Agreement.

16. Dispute resolution

In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on the Inspector's part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. The Inspector must be given the opportunity to personally assess any alleged claim prior to any further action on your part.

If there is a dispute between the Client and the Inspector then both agree to attend mediation before taking legal action.

If the dispute is not resolved within 28 days after the conclusion of the mediation then each party reserves the right to have the dispute settled at VCAT.

17. Third party disclaimer

The Report will be made solely for the use and benefit of the Client.

No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part.

Any third parties acting or relying on the report, in whole or in part will do so at their own risk.

18. Default and Termination

The Inspector reserves the exclusive right to terminate this Pre-Inspection Agreement on 1 days' notice due to weather constraints, non-payment of the Inspector's Fee or any other safety concern. Only the Inspector may terminate the Agreement.

If the Inspector's fee is refunded for any reason whatsoever then the Inspection Report provided (if any) will be deemed invalid & annulled.

19. Severability

Any term within this Agreement that is deemed invalid in any jurisdiction is only invalid to the extent specified by the jurisdiction in that specific jurisdiction. It does not invalidate any other term of this Agreement. Furthermore if a term or terms are found to be invalid and thereby severed from this Agreement the Agreement and it's surviving terms are not invalidated.

20. Bar on claims

The Client is barred from making a claim against the Inspector by virtue of the Client's Acknowledgments.

21. DEFINITIONS

Acknowledgment: means a thing that a person is intimately aware of and has taken full consideration of and accepts that piece of information unconditionally.

Area: means the area and/or areas listed in clause 5 only.

AS Standards: means AS 4349.1 2007 in this Agreement.

Client: means the person detailed as the same on the first page of this agreement only.

Client's acknowledgments: means the items listed in paragraph 2 that the Client is intimately aware of

and has taken full consideration of and accepts that piece of information unconditionally.

Defect means a fault or deviation from the intended condition of the material, assembly or component.

Inspection: reasonable and careful visual appraisal of the Property in order to comment on the visually detectable defects.

Inspector: means the organization detailed as the same on the first page of this agreement only.

Inspector's fee: means clause 12.

Limitation means any factor that prevents full achievement of the purpose of the inspection

Major defect: a defect that is significant enough to require rectification work in order to avoid unsafe conditions, loss of utility or cause further damage to overall quality of the Property.

Minor defect: any defect not classified as a major defect.

Property: means the property details listed in this Agreement.

Readily Accessible Areas means areas that can be easily and safely inspected without injury to person or property as defined in the clearance table listed in clause 11. Or where these clearances are not available, areas within the consultant's unobstructed line of sight & within arm's length.

Report: means the document and any attachments issued to the Client by the Inspector subject to the whole of this Agreement.

Restrictions on an Inspection: means paragraphs 4 to 19 of this Agreement.

Safe & Reasonable Access do not include the use of destructive or invasive inspection methods or moving furniture or stored goods. The Standard AS4349.1-2007 provides information concerning safe & reasonable access:

Note: Only areas where reasonable & safe access is available will be inspected. No Inspection will be carried out where there are safety concerns, or obstructions, or the space available is less than outlined & tabled in Clause 18 of this agreement.

22. Very Important

If there is anything in this agreement that you do not understand, then prior to the commencement of the inspection, you must contact us by phone or in person & have us explain and clarify the matter to your satisfaction. Your failure to contact us means that you have read this agreement and do fully understand the contents.

TIMBER PEST PRE-INSPECTION AGREEMENT – IF ORDERED

THE AGREEMENT Definitions

The relevant definitions listed in this Agreement are listed at the end of this Agreement.

The Client's Acknowledgments

The Client acknowledges that:

- a) The Inspector reserves the right to cancel the inspection and only the deposit, if any, will be reimbursed to the Client.
- b) The Inspection Report will be drafted in accordance with and limited to: the purpose; scope; and the minimum requirements as set out in the Australian Standard Inspection of Buildings AS4349.3 2010 (AS Standards). A copy of the appropriate Standard with Appendices may be obtained from Standards Australia at your cost. The Client warrants that they have been given reasonable opportunity to peruse the relevant Australian Standards.
- c) The Inspection Report is also limited by the Restrictions on an Inspection, as well as any rights held by an Inspector to ensure their own safety and/or any other limitations set out in the terms of this Agreement.
- d) It is implicit that the Inspection Report is a subjective visual inspection.
- e) The Client will not rely on the report for valuation purposes or in their final decision to purchase the Property.
- f) The Inspection Report is for the Client's exclusive use and not to be given to a third party without the Inspector's written consent.
- g) The Scope of Inspection set out in this Agreement is only indicative as the Inspector is restricted by their ability to access any Area which is subject to all safety considerations. The Client further acknowledges that the Inspector cannot breach the same to carry out an inspection.
- h) Some Restrictions on an Inspection are foreseeable while others are only known at the time of

inspection.

i) That the Inspector is the only person who can determine, at the time of the inspection, what they are restricted by during an inspection.

j) The Inspector will carry out a visual and non-invasive inspection limited by access and restrictions. k) The Inspector is not liable for any Area not inspected due to Restrictions on an Inspection.

l) That any claim for loss is limited to the cost of the inspection.

m) That the Client has read all the terms and has not relied on any representations made by the Inspector or anyone else before entering this Agreement.

n) That just because a pest infestation is not visible at the time of inspection does not guarantee that there is no pest infestation affecting the Property.

o) That the Client acknowledges acceptance through performance of this Agreement by way of payment of the agreed Inspector's fee, and confirming that the agreement and terms and conditions have read and understood by the client and / or as such ticking the appropriate check box when ordering online.

p) The Client will not hold the Inspector liable for any losses suffered on relying on the Inspection Report considering the acknowledgments above and all the terms of this Agreement.

q) The Client acknowledges that, any recommendations made by the inspector in relation to the inspection at the subject property should be implemented by the Client as a matter of urgency.

Scope of Inspection

Subject to this entire Agreement, You have requested a Standard Non Invasive, Visual Timber Pest Inspection. If a Non Standard Visual Inspection report is required, you must specify to us what kind of inspection you require in the Special Requirements Text Box below.

Unless specified in this Agreement by the Client, the inspection shall be conducted as detailed above.

Special Pest Detection Report: *

This report will include the Standard Timber Pest Inspection Report any special requirements:

Client Agrees that any Special Requirements to the Timber Pest Inspection are to be submitted in writing to the Inspector / Inspection Firm prior to the commencement of the inspection.

A Subterranean Termite Management Proposal: *This only compiles the Inspector's observations and comments (pursuant to Australian Standards AS 3660.2) on how to treat any subterranean termite infestation/mitigate any future subterranean termite inspection.

* Unless otherwise and implicitly stated in this Agreement the Inspector will produce a Standard Timber Pest Inspection Report. (Visual And Non Invasive)

The Standard Non Invasive and Visual Timber Pest Detection Report: *

This report will only address timber pest activity and determine (by visual and non-invasive assessment of the surface of timber work only) if timber has been damaged by pest activity. The Inspector will make a comparison of the property to a similar property in order to determine whether pest mitigation strategies have been upheld in the construction of the property. This will comment on the likelihood of future pest activity on the property. If there is no similar property to be compared to then the comment of future/likely pest activity will be subject to the Inspector's general knowledge. In relation to Strata common property will not be inspected.

Unless specified in this Agreement by the Client, the above inspection shall be conducted as detailed above.

The Inspector will inspect (subject to the minimum requirements and the Restrictions on an Inspection) the accessible "Area":

- a) The Interior of the Property (Excluding furniture and stored items);
- b) The Roof Space of the Property;
- c) The Exterior of the Property;
- d) The Sub-Floor Space of the Property;
- e) The Roof Exterior of the Property (subject to height and weather restrictions);
- f) The Site within 30m of the Property and within the boundary relevant to the Inspection.

Restrictions on an Inspection

The Inspector is restricted by certain foreseeable and unforeseeable limitations during an inspection.

All inspections (whether in accord with AS 4349.3-2010 or AS 3660.2-2000) will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable. Access (see definitions below) is both available and permitted on the date and time of Inspection.

The Inspector's foremost consideration is safety and reasonable access to an Area. Therefore the Inspector is restricted from inspecting any Area: where it is unsafe to do so; obstructed; and/or cannot be accessed.

The Inspector cannot move any furniture or any other chattel or thing in order to access an Area.

The Inspector cannot conduct an inspection that is invasive and therefore cannot inspect: the inside of walls; between and under floors and floor coverings; behind any joinery/cupboards/wardrobes/chattels; inside flat roofing; and/or inside any eaves. This is not an exhaustive list.

The Inspector cannot cut access holes or remove screws and bolts (or any other fastenings) to access covers.

The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.

The Inspector cannot cut access holes or remove screws and bolts (or any other fastenings) to access covers.

The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.

The Inspector cannot carry out an inspection for:

- a) Any non-structural element;
- b) Any part of the Property that cannot be seen or that requires testing;
- c) An Area that cannot be safely accessed or is obstructed;
- d) Serviceability damp defects;
- e) Any common property that maybe under Strata Title or Company Title or any other form of Title unless explicitly stated in another signed Agreement;
- f) Asbestos;
- g) Magnesite;
- h) Mould;
- i) Any major and/or minor building defects and/or structural damage;

j) Drywood termites as colonies may be too small to detect by visual assessment; and

k) Early stages of borer activity for European House Borer (*Hylotrupes bujulus*) as borer damage may not be apparent on the surface of the timber and cannot be detected by visual assessment.

The Inspection Report will not provide any timber pest preventative strategies or plans; it will only suggest a plan if implicitly required which is subject to clause 3.

The Inspector may cease an Inspection or not inspect an Area, upon encountering asbestos, mould, Magnesite or heavy timber damage caused by a pest infestation, which causes the Inspector to have any safety concerns.

The Visual Inspection Report will be limited to the Extent of Reporting and will therefore only include information in relation to:

- a) The Area(s) inspected and/or not inspected with reasons;
- b) Option 1 in clause 3 above unless implicitly stated otherwise
- c) Timber pest activity and/or damage;
- d) A visual appraisal of whether wood decay, rot or fungi was/was not found;
- e) A general impression regarding the extent of any damage caused by any pest infestations; and
- f) A conclusion which will address the incidence of any pest infestations.

The Extent of Reporting is limited to a subjective Visual Inspection only. Accordingly the Report IS NOT AND WILL NOT guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that a future infestation of Termite Pests will not occur or be found.

Further to the above, the Inspector will not include anything that is beyond the Extent of Reporting including, but not limited to, cost of rectification of any defects.

The Inspector is restricted by the following dimensions in relation to determining if an opening can be reasonably accessed:

AREA ACCESS HOLE – Roof Interior 400 mm x 500 mm

ROOF EXTERIOR r – Subject to Inspector's Subfloor discretion as to safe and reasonable access. NOTE – A roof in excess of 2 meters in height from finished ground level must first have fall barrier protection installed by the client or owner.

CRAWL SPACE Min 600mm x 600mm and only if it is safe to do so – crawling on stomach is not safe in a roof space or Subject to Inspector's discretion as to safe and reasonable access

HEIGHT – From a 3.6m ladder off a level platform and only if it is safe to do so From a 3.6m ladder off a level platform and only if it is safe to do so. Subject to Inspector's discretion as to safe and reasonable access

There may be further, unexpected limitations encountered by the Inspector, which can only be determined at the time of inspection.

Acceptance

Inspector's fee: the Client will pay to the Inspector the sum as advised by the Inspector for a Visual Inspection Report of the Property (detailed above in this Agreement) and the final report is subject to this acknowledgments, terms and recitals within this Agreement.

The Client agrees that in signing this agreement they have read and understood the contents of this Agreement and that the inspection will be carried out in accordance with this document. The Client agrees to pay for the inspection on or before delivery of the report.

If the Client does not sign and return a copy of this Agreement (subject to paragraphs 32 and 33 of this Agreement) payment of the Inspector's fee is deemed, as acceptance of this Agreement and the inspection will be carried out according to the terms herein.

Warranties and Quality

The Inspector warrants that they will take reasonable steps to inspect the above Areas thoroughly and responsibly subject to the requirements of the AS 4349.3-2010 and any foreseeable or unforeseeable restrictions.

The Inspector warrants that the report will list all of the limitations encountered, restricting the Inspector and the inspection process.

The Client warrants that they will not hold the Inspector liable for any Areas that the Inspector could not reasonably inspect due to the restrictions on an inspection.

The Client warrants that they will not rely on this report after a period of 7 days as this is a visual inspection condition may change between the day of inspection and the day of any defect being apparent such as, but not limited to, different weather conditions, removal of furniture, damage done

by occupants, settling of the land, extreme weather damages or anything that could cause the visual effect of a defect to become known.

Indemnity

The Client indemnifies the Inspector:

- a) against any third party losses or claims for use of the Inspection Report.
- b) Against any claim as a result of purchasing a property that was not accurately assessed.
- c) Against any pest infestation that was not evident by visual assessment at the time of the inspection.
- d) Termination of this Agreement by the Inspector pursuant to Item 29 of this Agreement.

Dispute resolution

If there is a dispute between the Client and the Inspector then both agree to attend mediation before taking legal action.

If the dispute is not resolved within 28 days after the conclusion of the mediation then each party reserves the right to have the dispute settled in the NSW Civil and Administrative Tribunal exclusively.

Default and termination

The Inspector reserves the exclusive right to terminate this Pre-Inspection Agreement on 1 days' notice due to weather constraints, non-payment of the Inspector's Fee or any other safety concern.

Only the Inspector may terminate the Agreement.

If the Inspector's fee is refunded for any reason whatsoever then the Inspection Report provided (if any) will be deemed invalid and annulled.

Severability

Any term within this Agreement that is deemed invalid in any jurisdiction is only invalid to the extent specified by the jurisdiction in that specific jurisdiction. It does not invalidate any other term of this Agreement. Furthermore if a term or terms are found to be invalid and thereby severed from this Agreement the Agreement and its surviving terms are not invalidated.

Bar on claims

The Client is barred from making a claim against the Inspector by virtue of the Client's Acknowledgments.

DEFINITIONS

Acknowledgment: A thing that a person is intimately aware of and has taken full consideration of and accepts that piece of information unconditionally.

Access hole: An opening or cut out allowing entry to carry out an inspection.

Active: The presence of live timber pests at the time of inspection

Area: The area and/or areas listed in clause 4 only.

AS Standards: AS4349.3 2010 only (unless specifically stated that AS 3660.2 also applies) in this Agreement.

Client: The person named in the inspection report or detailed as the same on the first page of this agreement only.

Client's acknowledgments: The items listed in paragraph 2 that the Client is intimately aware of and has taken full consideration of and accepts that piece of information unconditionally.

Drywood Termites: Termites that do not require a water source other than the atmosphere and the moisture within the timber in which they occur.

Excessive Moisture Conditions: Presence of moisture conducive to timber pest activity.

High Moisture Readings: Higher than normal moisture levels as detected by electronic testing equipment.

Inspection: Accessible and Visual Inspection of the Property.

Inspector: The Individual or organization detailed as the same on the first page of the agreement only.

Inspector's fee: Refer to clause 22.

Property: The property inspected including all timber structures such as, patios, decking, fences, timber retaining walls, stumps up to a distance of 30 metres from the main building.

Restrictions on an Inspection: Refer to paragraphs 5 to 18 of this Agreement.

Safe And Reasonable Access: Only areas that are deemed safe and reasonable access is available are

inspected. Safe access means areas where safe, unobstructed access is provided and the minimum heights or clearances specified in clause 20 are present, or where these clearances are not present, areas within the inspector's unobstructed line of sight and within arm's length. The inspector has sole discretion in determining safe access to any area of the property and will make said determination at the time of the inspection only.

Timber pest damage: visual damage caused by Timber Pests.

Timber pest activity: visual signs of Timber Pests.

Timber Pests: Subterranean and dampwood termites, and specific wood destroying agents being: chemical delignification (damage of timber by chemical reaction); fungal decay (damage to timber caused by soft rot and decay fungi); wood borers (wood damaging pests of the genus Coleoptera); and termites (wood damaging pests of the genus Isoptera)

Very Important

If there is anything in this Timber Pest and Building agreement that you do not understand, then prior to the commencement of the inspection, you must contact us by phone or in person and have us explain and clarify the matter to your satisfaction. Your failure to contact us means that you have read this agreement and do fully understand the contents

SPECIAL NOTE

If you fail to agree to this agreement and do not cancel the requested inspection then you agree that you have read and understand the contents of this agreement and that we will carry out the inspection on the basis of this agreement and that we can rely on this agreement.

APPENDIX D of AS4349.1 list items that are EXCLUDED from a pre-purchase inspection and states the following -AS 4349.1 – Section 2.3.2 -Areas For Inspection – Areas where reasonable entry is denied to the inspector, or where reasonable access is not available, are excluded from and do not form part of the inspection. EXCLUSIONS INCLUDE the following;

Footings below ground,

Concealed damp proof courses,

Electrical installations and wiring,

Operation of smoke detectors,

Light switches/fittings,

TV, sound and communications and security systems,

Concealed plumbing and pipes,

Adequacy of roof drainage as installed,

Gas fittings and fixtures,

Air conditioning,

Heating units,

Automatic garage door mechanisms,

Swimming pools and associated filtration and similar equipment,

Pool barrier compliance,

Operation of fireplaces and solid fuel heaters, including chimneys and flues,

Alarm & intercom systems,

Soft floor coverings,

Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems,

Paint coverings except external protective coverings,

Health hazards (allergies, soil toxicity,

Lead content, radon, asbestos, or urea formaldehyde),

Timber and metal framing sizes and adequacy,

Concealed tie-downs and bracings,

Timber pest activity,

Other mechanical or electrical equipment such as gates and inclinators,

Soil conditions,

Control joints,

Sustainable development provisions,

Concealed framing timbers or any areas concealed by wall linings/sidings,

Floor linings, floor tiles,

Landscaping,

Rubbish,

Floor cover,

Furniture and accessories,

Stored items, insulation,

Environmental matters eg basix, water tanks,

NCA environmental provisions,

Energy efficiency,

Lighting efficiency,

Water pressure.

APPENDIX C OF AS 4349.1 BUILDING ELEMENTS AND SERVICES TO BE INSPECTED – The inspector shall inspect all building elements. The building elements typically present in residential buildings are listed below. Each item shall be visually inspected and limited testing of operation shall be undertaken as indicated.

INTERIOR

CEILINGS – Sagging, nail popping, defective lining, lath and plaster key damage, Fibrous plaster scrimming/grouting/strapping, Cracking, dampness and damp damage.

WALLS – Bulging, uneven, nails popping, defective lining, cracking, dampness and damp damage, distortion verticality, drummy plaster and render.

TIMBER FLOORS – Damage, decay, a visual only assessment for unevenness of floors (Note: levels are not assessed on carpeted floors as can be inaccurate & furniture can restrict an accurate assessment), dampness, damp damage, floor movement such as spring and bounce (note furniture, beds etc may cause areas to be missed). Typically older homes that have been restumped may be out of level due to the stumping firm not levelling to the perfect due to concerns regarding wall and ceiling cracking. This unevenness does not constitute a major structural defect in most circumstances.

CONCRETE FLOORS – Cracking, Surface damage, Out of level, dampness and damp damage.

TIMBER WINDOWS – Putty, broken or cracked glass, sash operation, sash fittings and hardware, water staining, decaying frames and sashes.

METAL FRAMED WINDOWS – Glazing seals, broken or cracked glass, sash operation, sash fittings and hardware, water staining and corrosion.

DOORS AND FRAMES – Binding doors, defective door hardware – corroded or decayed frames, damaged doors, Loose or badly fitting doors.

KITCHEN – Benchtop – lifting or delamination, damage water damage. Cupboards – Water Damage, operation of drawers and doors. Sink/Taps – Chips, cracks, leaking etc, Water supply to be turned on and taps opened. Tiles – Drummy, cracked, loose missing, grouting and sealant.

BATHROOMS – Cistern and Pan – Cracking, leaking, installation and stability, water supply to be turned on and the cisterns flushed. Bidet – Cracking, leaking, installation and stability, water supply to be turned on and the bidet flushed. Taps – Leaking, water supply to be turned on and taps operated. Tiles – Drummy, cracked, loose, grouting and sealant. Bath – Damage, adequately sealed and properly recessed at the junction and wall. Shower – Visual signs of leakage, screen, broken glass, water supply to be turned on and the shower operated. Vanity – Damage, doors and drawers. Washbasin – Damage, Loose, waste trap, water supply to be turned on and the taps operated. Ventilation operating. Mirrors – Cracking Edging.

LAUNDRY – Taps – operation, leaking, water hammer, water supply to be turned on and taps operated. Tubs/Cabinet – Condition. Tiles -Drummy, cracked, loose, grouting and sealant.

STAIRS – Stringer, handrails,/balusters, newell posts, treads and risers.

DAMP PROBLEMS – Rising, falling, condensation, horizontal or laterally, penetrating damp.

EXTERIOR

WALLS – Lintels. External Cladding – integrity, Paint, protective coating, evidence of missing damp proof course or flashing. Doors and Windows – Flashing, Moulding, Sills.

TIMBER OR STEEL FRAMES AND STRUCTURES – Defects.

CHIMNEYS – Verticality, flashing, brickwork deterioration.

STAIRS – Structure integrity, looseness, safety issues.

RAISED STRUCTURES – Balconies Verandas, Patios, Decks, Suspended Concrete floors, Balustrades – Structure, integrity, looseness, safety issues.

ROOF – Tiles, shingles, slates, sheet roofing, gables, roof flashing – cracked, broken, loose, decay, rusting, nails popping.

SKYLIGHTS VENTS FLUES – Flashing, damages, moss build up.

VALLEYS – Rust, mortar deterioration.

GUTTERING – Rust, ponding, debris.

DOWNPIPES – Rust, visible connection to storm pipe, clips.

EAVES FASCIA BARGES – Defects

ROOF SPACE

ROOF COVERING – defects.

ROOF FRAMING – physical damage, deterioration, inappropriate modification.

SARKING – Integrity.

PARTY WALLS – Integrity.

INSULATION – installed or not.

SUB FLOOR SPACE

TIMBER FLOOR – Supports, Floor, Ventilation, drainage, damp – eg defection of bearers or joists, cracking, spalling, rusting, termite caps, deterioration.

SUSPENDED CONCRETE FLOORS – eg Deterioration.

THE SITE

CAR ACCOMMODATION, DETACHED LAUNDRY, ABLUTION FACILITIES AND GARDEN SHEDS – As per primary residence.

RETAINING WALLS – retaining walls supporting other structures. Landscaping retaining walls more than 700 mm high.

PATHS AND DRIVEWAYS – eg Subsidence, integrity trips hazards.

STEPS – eg Subsidence, integrity trips hazards.

FENCING – General fencing – eg Inappropriate loading.

SWIMMING POOL BARRIER – Self Closing & self latching gate.

HANDOVER INSPECTION AGREEMENT

SCOPE OF A HANDOVER INSPECTION

A HANDOVER inspection is a visual inspection of the finishes and the quality of the finishes presented by the Builder at the time of my inspection and based on certain defects within the The Guide to Standards and Tolerances 2015. The Guide to Standards and Tolerances 2015 is only a guide and an advisory document. It is not a regulated standard and is not part of this hierarchy. Each state and territory has an Act to regulate the contents of a domestic building contract and the responsibilities of parties. These Acts also require compliance with regulated building standards and require buildings and their materials to be fit for their intended purposes.

This Guide can be used to determine whether or not an item is defective only where this cannot be done by reference to the contract documents, the relevant Australian Standards, the BCA or the relevant regulations. Where there is any contradiction or difference between the Guide and an Act, a regulation, the BCA or a building contract, all of these take precedence over the Guide. The Guide does not replace the requirements of these other documents. Any reference throughout this document to the Building Code of Australia or BCA refers to the National Construction Code Series, Volumes 1 and 2, Building Code of Australia. Some Australian Standards are referred to (whole or in part) in the BCA. The referenced parts of these Australian Standards take precedence over this Guide.

Fittings, equipment and some materials used in buildings are often supported by manufacturers installation instructions. The manufacturers installation instructions take precedence over this Guide.

This report contains a “Schedule of Building Defects that lists the items that in the inspectors opinion do not reach an acceptable standard of quality, level of building practice, or have not been built in a proper workmanlike manner as per Section 8 of the Domestic Building Contracts Act – 1995 states “the builder warrants that the work will be carried out in a proper and workmanlike manner....the builder warrants that the work will be carried out with reasonable care and skill...”

AREAS NOT INCLUDED IN THIS REPORT – Areas that are outside the scope of this inspection and not assessed are

room dimensions,

height limitations,

boundary setbacks,

title boundaries,

water tightness,

glazing code requirements,

safety requirements,

plumbing & electrical compliance and

finished floor levels.

We do not inspect and report on every single individual minor paint defect as paint defects may be visible during certain times of the day and not others. We do not use a torch to locate paint defects. Paint defects are only defects if visible from 1.5 meters or further. If you encounter visible paint issues before or after the inspection, liaise with the builder.

Fittings/fixtures/tile types/paint colours etc are not cross referenced with what is stipulated in your domestic building contract – This is a separate inspection and you should go through this with your builder to show that what you have ordered or requested has been installed. This includes paint colour, appliances, oven, range hood, dishwasher, floor lining specs, light fittings, cabinetry colours and materials, tile types and materials and the like.

Areas that were not accessible are listed in this report. No comment is made as to whether or not defects are in inaccessible areas.

None of the rectification methods, procedures or products suggested within this report are to be read as an instruction to the builder, nor are they an authorisation to vary from the original contractual documentation, Engineering design, manufacturers installation instructions or any Australian Standards

or the NCC.

In Victoria, the Domestic Building Contracts Act 1995 defines the term “Defective” as

- a) a breach of any warranty listed in section 8
- b) a failure to maintain a standard or quality of building work specified in the contract.

THE MEASUREMENT OF TOLERANCES – The tolerances in the Guide to Standards and Tolerance 2015 apply up to and including the length over which each tolerance is stated to apply. It is not intended that tolerances will be interpolated or proportioned to the actual length of building element measured. For example, where the Guide specifies a 4 mm maximum deviation measured over a 2 m length of wall surface, the Guide means that the same 4 mm deviation is to be applied over a 1 m wall surface or a 500mm wall surface. The tolerance cannot be interpolated to mean a 2 mm deviation over a 1 m wall surface or 1 mm deviation over a 500mm wall surface. Similarly, deviations over longer wall surfaces would be defects if the deviation exceeded 4 mm within any 2 m length of that surface. Horizontal, vertical and diagonal surface tolerances are to be interpreted in the same way.

MEASUREMENT OF FLOOR LEVELS, LAND, BOUNDARIES and HOME DIMENSIONS – We DO NOT measure room dimensions, the area of the home or boundaries. A land surveyor must be engaged to assess same. Boundaries and correct position of fencing is not measured. This must be conducted by a land surveyor (boundary re-establishment).

We do not measure finished floor levels (FFL) or reduced levels (RL) – this must be assessed by a land surveyor. We do not measure the levelness of internal floors – this must be done by a land surveyor using specialised equipment.

ELECTRICAL & PLUMBING – The adequacy and functionality of gas, gas appliances, plumbing, sewerage, underground pipe work, electrical wiring & appliances is not assessed. This needs to be done by a qualified electrician or plumber. The electricians & plumbers responsible for electrical or plumbing works at the dwelling should have issued certificates of compliance for their works which would be held by the relevant building surveyor.

AREAS NOT ABLE TO ACCESS OR THAT ARE NOT VISIBLE – We can not assess anything that is not visible or accessible, for example, sub surface plumbing, wiring in wall cavities, behind refrigerators, dishwashers, ovens, upper level roof components and the like and it therefore follows that any areas unable to be visible or accessed could contain defects that may only become apparent when access is gained.

Areas We Need to Inspect & Restricted Areas

The Building and the site including fencing that is up to 30 meters from the building & within the boundaries of the site. Where present & accessible, the Inspection shall include.

- (a) The interior of the building.

- (b) The roof space.
- (c) The exterior of the building
- (d) The sub-floor space
- (e) The roof exterior
- (f) The property within 30 m of the building subject to inspection.

Entering attics or roof voids that are heavily insulated can cause damage to the insulation & attic framing. Attics with deep insulation cannot be safely inspected due to limited visibility of the framing members upon which the inspector must walk. In such cases, the attic is only partially accessed, thereby limiting the review of the attic area from the hatch area only. Inspectors will not crawl the attic area when they believe it is a danger to them or that they might damage the attic insulation or framing. A truss roof frame will not be walked upon in the roof void due to live loads (the inspector) that can break bottom cords if timber knotted & can cause flex & subsequent ceiling lining damage. There is a limited review of the attic area viewed from the hatch only in these circumstances.

The roof covering will not be walked upon if in the opinion of the inspector it is not safe to do so. Generally issues that prevent roof access include, access height over 2 metres (need fall protection), steep pitch, wet/slippery surfaces, deteriorated covering. Not being able to walk a roof significantly limits our inspection which can result in defects not visible going undetected.

Only areas where safe & reasonable access is available were inspected. Access will not be gained where there are safety concerns, obstructions or where the space to inspect is less than the following: Roof Void access door must be at least 500 mm x 500 mm, reachable by a 3.6 m ladder and within the roof void there is at least 1000 mm x 1000 mm crawl space. Safe access to the roof void, the sub floor area and the roof cladding is at the inspector's discretion.

Roofs over 2 meters in height from finished ground level will not be walked on due to Occupational Health & Safety Regulations. Control Measures as per Section 41 of Compliance Code – Work Safe Victoria states passive fall prevention devices are required for potential falls of 2 meters or more. This includes Scaffolds, perimeter screens, step platforms, perimeter guard rails, elevated work platforms guard railing edges of roofs and safety mesh. Obviously these can't be installed prior to the inspection without a site evaluation and the cost would be born by you. If you want us to inspect roofs and components over 2 meters high please arrange the above safety fall devices.

GENERALLY

In the event of a dispute or a claim arising out of, or relating to the inspection or the report, or any alleged negligent act, error or omission on our part or on the part of the inspector conducting the inspection, either party may give written notice of the dispute or claim to the other party. If the dispute is not resolved within fourteen (14) days from the service of the written notice then either party may refer the dispute or claim to an independent mediator. The cost shall be met equally by both parties or

as agreed as part of the mediation settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

THIRD PARTY DISCLAIMER: We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than you in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom we may be liable and to whom losses arising in contract or tort sustained may be payable by us is the Client named on the face page of this Agreement.

Prohibition on the Provision or Sale of the Report. The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorized to do so by Legislation. If we give our permission it may be subject to conditions such as payment of a further fee by the other Person and agreement from this other Person to comply with this clause.

Release. You release us from any and all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of whatever nature that the Person may have at any time hereafter arising from the unauthorized provision or sale of the Report by you to a Person without Our express written permission.

Indemnity. You indemnify us in respect of any and all liability, including all claims, actions, proceedings, Judgments, damages, losses, interest, costs and expenses of any nature, which may be incurred by, brought, made or recovered against us arising directly or in-directly from the unauthorized provision or sale of the Report by You to a Person without Our express written permission.

UNDERSTANDING

If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact Us by phone or in person and have Us explain and clarify the matter to your satisfaction. Your failure to contact Us means that You have read this agreement and do fully understand the contents. I would prefer if you replied via email stating you agree to the inspection agreement.

You agree that in signing this agreement You have read and understand the contents of this agreement and 'that the inspection will be carried out in accordance with this document. You agree to pay for the inspection on delivery of the report.

If You fail to sign and to return a copy of this agreement to Us and do not cancel the requested inspection then You agree that You have read and understand the contents of this agreement and that we will carry out the inspection on the basis of this agreement and that we can rely on this agreement.