PRE-PURCHASE BUILDING INSPECTION AGREEMENT

Pre-Purchase Building inspection Scope of Works & Agreement to comply with the current Australian Standard AS4349. 1 – 2007. And AS4349.0-2007

The following document will need to be read & agreed to, also find a description (scope of works) of items covered under this code.

TYPE OF PROPOSED INSPECTION ORDERED BY YOU: Inspection & Report: The inspection will be of the Building Elements as outlined in Appendix C of AS4349.1-2007 or AS4349.0-2007 as ordered by You except for Strata title properties where the inspection will be according to Appendix B of AS4349.1-2007.

This inspection agreement needs to be signed (Physically or Electronically) prior to carrying out the "Pre-purchase Building Inspection", as per Australian Standard AS4349.1- 2007. And AS4349.0-2007

IMPORTANT: WHEN ORDERING A BUILDING INSPECTION ONLY IN ACCORDANCE WITH AS 4349.1 – 2007, PLEASE NOTE THAT NO TIMBER TESTING, TAPPING, PROBING OF ALL VISIBLE ACCESSIBLE TIMBERS WILL BE CONDUCTED. MOISTURE DETECTION EQUIPMENT WILL ONLY BE USED TO DETECT MOISTURE LEVELS THAT INDICATE RISING DAMP OR LEAKS AND NOT FOR THE PURPOSE OF DETECTING TERMITES, TERMITE NESTS OR ANY TERMITE INFESTATION. WE STRONGLY RECOMMEND YOU ENGAGE A QUALIFIED PEST INSPECTOR TO CONDUCT A PRE-PURCHASE TIMBER PEST INSPECTION AND REPORT IN ACCORDANCE WITH 4349.3 – 2010.

IN ACCEPTING THIS AGREEMENT FOR A BUILDING INSPECTION ONLY YOU AGREE THAT ABC BUILDING INSPECTIONS AUST PTY LTD AND ITS EMPLOYEES AND OR CONTRACTORS CANNOT AND WILL NOTBE HELD LIABLE FOR ANY TERMITE INFESTATION OR DAMAGE SUBSEQUENTLY LOCATED AT THE PROPERTY.

You must read these terms and conditions carefully as they relate to what we do and do not do for a Pre-Purchase Building Inspection (Scope of a Pre Purchase Building Inspections)

To avoid any misunderstanding as to the type of inspection we will carry out and as to the scope of the resulting report you should immediately read, sign this agreement to us. If you fail to sign this document (Physically or Electronically) and do not cancel the requested inspection then you agree that this document forms the agreement between you and us. We will carry out the inspection and report as ordered by you in accordance with this agreement and you agree to pay for the inspection and report on delivery of the report. In ordering the inspection, you agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report. Upon receipt of the signed copy (Electronically or Written), we will carry out the inspection and report ordered by you in accordance with this agreement and you agree to pay for the inspection, as agreed.

THE AGREEMENT

TYPE OF PROPOSED INSPECTION ORDERED BY YOU:
The inspection will be of the Building Elements as outlined in Appendix C of AS4349.1-2007 or AS4349.0-2007 as ordered by You except for Strata title properties where the inspection will be according to Appendix B of AS4349.1-2007. This inspection agreement

needs to be signed (Physically or Electronically) prior to carrying out the “Pre-purchase Building Inspection”, as per Australian Standard AS4349.1- 2007. And AS4349.0-2007.

1. **Definitions**
   The relevant definitions listed in this Agreement are listed at the end of this Agreement.
   The Client’s Acknowledgments
   2. The Client acknowledges that this agreement may have been entered into on your behalf by a legal representative acting on the your behalf or when the Client’s Solicitor or Conveyancer has ordered an inspection report. **Where the agreement is entered into on your behalf by a legal representative such as a Solicitor or Conveyancer, its is assumed that the person entering into this agreement on your behalf has also read and understood the agreement and has emailed you a copy of the agreement and fully explained the terms of the Pre Inspection Agreement.**

a) The Inspector reserves the right to cancel the inspection and only the deposit, if any, will be reimbursed to the Client.
b) 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 and ordered by the ”Client” the inspection and 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.
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 only 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 defect is not visible at the time of the inspection does not guarantee that there is no defect affecting the property.
o) 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.
p) That you knowledge that a visual only inspection may be of limited use to the you, as defects may exist in area not possible to access and inspect without invasive methods.
q) The Inspector does not report on latent defect in the property or in the title.
r) 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 on line.
s) 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.

Scope of Inspection and Report

3. 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 and 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. The overall condition of this building has been compared to similarly constructed and reasonably maintained building of Approximate age. Areas for Inspection shall only cover what is deemed safe and accessible areas by the inspector.
4. 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 and within the site boundaries including fences.
5. Subject to safe and reasonable access the Inspection will report on the condition of each of the following Areas and as follows:
The Inspector will inspect (subject to the minimum requirements and the Restrictions on an Inspection) the accessible "Area":
a) The Interior of the Property;
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 (subject to height and weather restrictions) of the Property; and
f) The Property within 30m of the Building relevant to the Inspection.

Restrictions and Exclusions.

6. The Inspector is restricted by certain foreseeable and unforeseeable limitations during an inspection.
7. 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 or cannot be reasonably accessed.
8. The Inspector cannot move any furniture, household items, floor coverings, plants or soil or any other chattel or thing in order to access an Area.
9. 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. This is not an exhaustive list.
10. The Inspector will not cut access holes or remove screws and bolts (or any other fastenings) to access covers.
11. The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.
12. The Inspector will not 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) Serviceability damp defects;
d) Any common property that maybe under Strata Title or Company Title or any other form of Title unless explicitly stated in another signed Agreement;
e) Asbestos;
f) Magnesite;
g) Mould;
h) 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, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, Concealed plumbing. Adequacy of roof drainage as installed, Gas

fittings and fixtures, Air conditioning, Automatic garage door mechanisms, Swimming pools and associated filtration and similar equipment. The operation of fireplaces and solid fuel heaters including chimneys and flues, Alarm systems, Intercom systems, Soft floor coverings, Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, Paint coatings, except external protective coatings, Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), Timber and metal framing sizes and adequacy, Concealed tie-downs and bracing, Other mechanical or electrical equipment (such as gates, inclinators), Timber pest activity, Soil conditions, Control joints, Concealed framing-timbers or any areas concealed by wall linings/sidings, Landscaping, Sustainable development provisions, Floor Cover, Rubbish, Furniture and accessories, Stored Items, Insulation. Environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), Energy efficiency, Lighting efficiency. © *Standards Australia*<

i) any timber pest activity, pest infestation or damage caused by a pest infestation and/or anything pest related.

j) No Inspection or comment to a matter outside the inspector's expertise

k) any single minor defect;

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

m) Comment on the appropriateness of any structural design or construction.

n) Whether the roof pitch/fall is adequate for drainage.

0) Compliancy with any relevant building code or Act;

p) Comment on any latent structural defect; and

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

r) This report is not a swimming pool safety report and will not include comments on statutory pool safety requirements or matters of compliance.

13. 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 rood leaks. Such defects may only become apparent in differing weather conditions.

14. The Inspector may cease an Inspection or not inspect an Area, upon encountering asbestos, mould, Magnesite or heavy timber damage, which causes the Inspector to have safety concerns.

15.The 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) 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;

c) A general impression regarding the extent of minor defects; and

d) 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.

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

17. 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.

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

AREA	ACCESS HOLE	CRAWL SPACE
Roof Interior	400 mm x 500 mm	Min 600mm x 600mm
Roof Exterior	–	–
Subfloor	Subject to Inspector's discretion as to safe and reasonable access	Subject to Inspector's discretion as to safe and reasonable access

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

Inspector's Fee

20. 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) and the final report is subject to this acknowledgments, terms and recitals within this Agreement.

Limitations And Exclusions

21. 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 and 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.

22. The Inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances, or personal possessions.

a) **Shower Recesses**: Taps will be turned on in accord with AS4349.1-2007 to detect apparent leaks (if water is connected). The tests may not reveal leaks or show incorrect waterproofing if silicone liquid or masonry sealant has been applied prior to the inspection. Floor grading and fall ratios do not form part of this inspection and will not be reported on. **We strongly recommend**you have this checked by a suitably qualified tradesperson prior to a decision to purchase.

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

24. 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.

25. Warranties and quality

26. 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 and any foreseeable or unforeseeable restrictions.

27. The Inspector warrants that it will list all of the limitations encountered, restricting the Inspector within the Inspection Report.

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

29. 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

30. 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 valued.

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

d) Termination of this Agreement by the Inspector pursuant to Item 33 of this Agreement.

Complaints Procedure

31. In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify us as soon as possible of the dispute or claim by email, fax or mail. You must allow us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give

us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection. If you are not satisfied with our response you must within twenty one (21) days of your receipt of our written response refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.
In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

Third party disclaimer

32. 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.

Default and Termination

33. 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.
34. 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

35. 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.

Bar on claims

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

Prohibition on the Provision or Sale of the Report

37. The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorised 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 the other Person to comply with this clause. However, We may sell the Report to any other Person although there is no obligation for us to do so.

Acknowledgement

38**. You agree to contact the Inspector once you have read the report.**
By agreeing to this pre inspection agreement you confirm that You will read this Inspection Report in its entirety prior to purchasing the inspected property and agree to call, Text, SMS or email the Inspector if you have any further questions about this report.

Definitions

1. Acknowledgment: means a thing that a person is intimately aware of and has taken full consideration of and accepts that piece of information unconditionally.
2. Area: means the area and/or areas listed in clause 5 only.
3. AS Standards: means AS 4349.1 2007 in this Agreement.
4. Client: means the person detailed as the same on the first page of this agreement only.
5. 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.
6. Defect means a fault or deviation from the intended condition of the material, assembly or component.
7. Inspection: reasonable and careful visual appraisal of the Property in order to comment on the visually detectable defects.
8. Inspector: means the organisation detailed as the same on the first page of this agreement only.

9. Inspector's fee: means clause 20.
10. Limitation means any factor that prevents full achievement of the purpose of the inspection
11. 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.
12. Minor defect: any defect not classified as a major defect.
13. Property: means the property details listed in this Agreement.
14. Readily Accessible Areas means areas, which can be easily and safely inspected without injury to person or property as defined in the clearance table listed in clause 18. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.
15. Report: means the document and any attachments issued to the Client by the Inspector subject to the whole of this Agreement.
16. Restrictions on an Inspection: means paragraphs 6 to 19 of this Agreement.
17. Safe and 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 and reasonable access:
Note: Only areas where reasonable and 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 and tabled in Clause 18 of this agreement.
Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) Regulations 2004 the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

Very Important.

A VISUAL ONLY INSPECTION MAY BE OF LIMITED USE TO THE CLIENT OR POTENTIAL PURCHASER; A VISUAL INSPECTION OF A FULLY FURNISHED PROPERTY PLACES EVEN MORE RESTRICTIONS AND OBSTRUCTIONS. WE STRONGLY RECOMMEND AN INVASIVE INSPECTION WHEN POSSIBLE. WHERE THIS IS NOT POSSIBLE AN UNFURNISHED AND UNOBSTRUCTED PROPERTY MY PROVIDE MORE VISUAL ACCESS TO THE INSPECTOR.
WHEN ORDERING A BUILDING INSPECTION ONLY IN ACCORDANCE WITH AS 4349.1 – 2007, PLEASE NOTE THAT NO TIMBER TESTING, TAPPING, PROBING OF ALL VISIBLE ACCESSIBLE TIMBERS WILL BE CONDUCTED. MOISTURE DETECTION EQUIPMENT WILL ONLY BE USED TO DETECT MOISTURE LEVELS, WHICH INDICATE RISING DAMP OR LEAKS AND NOT FOR THE PURPOSE OF DETECTING TERMITES, TERMITE NESTS OR ANY TERMITE INFESTATION. WE STRONGLY RECOMMEND YOU ENGAGE A QUALIFIED PEST INSPECTOR TO CONDUCT A PRE-PURCHASE TIMBER PEST INSPECTION AND REPORT IN ACCORDANCE WITH 4349.3 – 2010.
IN ACCEPTING THIS AGREEMENT FOR A BUILDING INSPECTION ONLY YOU AGREE THAT WE cannot AND WILL NOT BE HELD LIABLE FOR ANY TERMITE INFESTATION OR DAMAGE SUBSEQUENTLY LOCATED AT THE PROPERTY.
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.

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.

Note: Additional inspection requirements requested by you may incur additional expense in regard to the cost of the inspection.

CANCELATION:

BOOKINGS THAT ARE CANCELLED 24 HRS FROM THE TIME OF BOOKING WILL INCUR A $115 CANCELLATION FEE, REGARDLESS OF THE REASON FOR CANCELLATION. CANCELLATION OF BOOKINGS AFTER 24 HRS OF BOOKING WILL RESULT IN $230 CANCELATION FEE.

Timber Pest

Pre-Purchase Timber Pest inspection Scope of Works & Agreement to comply with the current Australian Standard AS4349.3 & 1 – 2010

THE AGREEMENT

This inspection agreement needs to be signed (Physically or Electronically) prior to carrying out the "Pre-purchase Building Inspection", as per Australian Standard AS4349.3- 2010.

Definitions

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

The Client's Acknowledgments

2. The Client acknowledges that this agreement may have been entered into on your behalf by a legal representative acting on the your behalf or when the Client's Solicitor or Conveyancer has ordered an inspection report. **Where the agreement is entered into on your behalf by a legal representative such as a Solicitor or Conveyancer, its is assumed that the person entering into this agreement on your behalf has also read and understood the agreement and has emailed you a copy of the agreement and fully explained the terms of the Pre Inspection Agreement.**

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 on line.
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 or advice 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

3. 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 in writing what kind of inspection you require.

Non standard Inspections are

Unless specified in this Agreement the Inspector by the Client, the above 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 the Inspector by the Client, the above inspection shall

be conducted as detailed above.
4. 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

5. The Inspector is restricted by certain foreseeable and unforeseeable limitations during an inspection.
6. 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.
7. 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.
8. The Inspector cannot move any furniture or any other chattel or thing in order to access an Area.
9. 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 kitchen joinery/cupboards/wardrobes/chattels; inside flat roofing; and/or inside any eaves. This is not an exhaustive list.
10. The Inspector cannot cut access holes or remove screws and bolts (or any other fastenings) to access covers.
11. The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.
12. The Inspector cannot cut access holes or remove screws and bolts (or any other fastenings) to access covers.
13. The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.
14. 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 bajulus) as borer damage may not be apparent of the surface of the timber and cannot be detected by visual assessment.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. The Inspector is restricted by the following dimensions in relation to determining if an opening can be reasonably accessed:

AREA	ACCESS HOLE	CRAWL SPACE
Roof Interior	400 mm x 500 mm	Min 600mm x 600mm
Roof Exterior	–	–
Subfloor	500mmx400mm	Vertical Clearance.400mm beneath the lowest bearer or 500 mm beneat

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

Acceptance

22. 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.
23. 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.
24. 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

25. 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.
26. The Inspector warrants that the report will list all of the limitations encountered, restricting the Inspector and the inspection process.
27. 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.
28. 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

29. 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

30. If there is a dispute between the Client and the Inspector then both agree to attend a mediation before taking legal action.
31. 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

32. 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.
33. 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

34. 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

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

DEFINITIONS

1. Acknowledgment: A thing that a person is intimately aware of and has taken full consideration of and accepts that piece of information unconditionally.
2. Access hole: An opening or cut out allowing entry to carry out an inspection.
3. Active: The presence of live timber pests at the time of inspection
4. Area: The area and/or areas listed in clause 4 only.
5. AS Standards: AS4349.3 2010 only (unless specifically stated that AS 3660.2 also applies) in this Agreement.
6. Client: The person the person the inspection is carried out for detailed as the same on the first page of this agreement only.
7. 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.
8. Drywood Termites: Termites that do not require a water source other than the atmosphere and the moisture within the timber in which they occur.
9. Excessive Moisture Conditions: Presence of moisture conducive to timber pest activity.
10. High Moisture Readings: Higher than normal moisture levels as detected by electronic testing equipment.
11. Inspection: Accessible and Visual Inspection of the Property.
12. Inspector: The Individual or organisation detailed as the same on the first page of this agreement only.
13. Inspector's fee: Refer to clause 22.
14. Property: The property inspected including all timber structures such as, patios, decking, fences, timber retaining walls, stumps up to distance of 30 metres from the main building.
15. Restrictions on an Inspection: Refer to paragraphs 5 to 18 of this Agreement.
16. 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.
17. Timber pest damage: visual damage caused by Timber Pests.
18. Timber pest activity: visual signs of Timber Pests.
19. 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 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.