



DETAILED BUILDING INSPECTIONS

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Building Inspection Agreement

TYPE OF PROPOSED INSPECTION ORDERED BY YOU: PRE-PURCHASE

Inspection & Report: The inspection will be of 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.

A copy of the appropriate Standard with Appendices may be obtained from SAI Global web address <http://www.saiglobal.com>.

Upon receipt of this agreement, We will carry out the inspection and report ordered by You in accordance with this agreement and You agree to pay for the inspection and the report before delivery of the report.

In contracting for this service, You agree that the inspection will be carried out in accordance with the following clauses, which state the scope and limitations of the inspection and the report.

SCOPE OF THE INSPECTION & THE REPORT

1. The Inspection and reporting is limited to Appendix C AS4349.1 – 2007. **The purpose of the inspection is to identify the major defects and safety hazards associated with the property at ,Address of inspection at the time of inspection to Clients Name.** Areas for Inspection shall cover all safe and accessible areas.
2. The inspection shall comprise 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.
3. Subject to safe and reasonable access (See Definitions below) the Inspection will normally report on the condition of each of the following areas: -
 - The interior
 - The roof void
 - The exterior
 - The subfloor- if applicable
 - The roof exterior
4. The inspector will report individually on Major Defects and Safety Hazards-evident and visible **on the date and time of the inspection**. The report will also provide a general assessment of the property and collectively comment on Minor Defects which would form a normal part of property maintenance.
5. Where a Major Defect has been identified, the inspector will give an opinion as to why it is a Major defect and specify its location.

LIMITATIONS

6. 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 (see Definitions below) 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 following the provision of reasonable entry and access. Access will be provided at the time of inspection and this will include the removal of furniture and other items at the request of the inspector.
7. 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.
8. The Inspection and Report compares the inspected building with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and durability.
9. The Inspection **EXCLUDES** the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed. The inspector **WILL NOT** dig, gouge, force or perform any other invasive procedures.
10. 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.
11. The Inspection WILL NOT look for or report on Timber Pest Activity. You will need to have an inspection carried out in accordance with AS 4349.3-1998 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector.
12. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
13. **ASBESTOS:-Asbestos will not be identified under this report. No report on the presence or absence of asbestos will be provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the general remarks section of the report. -If asbestos is noted as present within the property then you agree to seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal.
14. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER:** No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
15. **ESTIMATING DISCLAIMER:** Any estimates provided in the Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The inspector accepts no liability for any estimates provided throughout this report where they occur you agree to obtain and rely on independent quotations, which will be exposed to market fluctuations, for the same work.
16. If the property to be inspected is occupied then You must be aware that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed. Where the Report says the property is occupied You agree to:
 - a) Obtain a statement from the owner as to
 - i. any Timber Pest activity or damage;
 - ii. timber repairs or other repairs
 - iii. alterations or other problems to the property known to them
 - iv. any other work carried out to the property including Timber Pest treatments
 - v. obtain copies of any paperwork issued and the details of all work carried out

b) Indemnify the Inspector from any loss incurred by You relating to the items listed in clause a) above where no such statement is obtained.

17. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.

Items excluded from inspection:

Concealed footings and damp course, plumbing and drainage, tie downs, bracing, framing timbers or areas concealed by linings or sidings.

Areas concealed by floor coverings, rugs, furniture or accessories, stored items, insulation and sisalation, rubbish or landscaping.

Specialist areas need to be assessed by appropriately licenced tradespersons including electrical, communications and security, plumbing and gas fittings, air conditioning, automatic door mechanisms, pools& spas and associated equipment, the operation of fireplaces, solid fuel stoves including chimney's and flues, soft floor coverings, electrical appliances, paint coatings, health hazards (eg. Allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde).

Appropriate framing sizes and adequacy, timber pest activity, other mechanical or electrical equipment such as gates, inclinators.

Soil conditions, control joints, sustainable development provisions, environmental matters (eg water tanks, BCA environmental provisions, energy efficiency and lighting efficiency).

- 18.** Where the property is a strata or similar title, the inspector will only inspect the interior and immediate exterior of the particular unit requested to be inspected as detailed in Appendix B in AS4349.1-2007. Therefore it is advised that the client obtain an inspection of common areas prior to any decision to purchase.
- 19.** The Inspection and Report WILL NOT report on any defects which are not apparent, which may be due to prevailing weather conditions at the time of the inspection. Such defects may only become apparent in differing weather conditions.
- 20.** You agree that we will not accept any responsibility nor accept any liability for failure to report a defect that is concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects.
- 21.** Where Our report recommends another type of inspection including an invasive inspection and report then You must have such an inspection carried out prior to the exchange of contracts or end of cooling-off period. If You fail to follow Our recommendations then You agree and accept that You may suffer a financial loss and indemnify Us against all losses that You incur resulting from Your failure to act on Our advice.
- 22.** The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue as a Residential Property.

GENERALLY

23. 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.

24. THIRD PARTY DISCLAIMER:

25. 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.

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.

26. 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 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.

27. 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 unauthorised provision or sale of the Report by You to a Person without Our express written permission.

28. 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 indirectly from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

In the event any litigation is brought as a result of the inspection and/or report, you indemnify Us against any legal fees and expenses incurred where you have not first allowed Us the opportunity to visit the property to investigate the complaint and provide you with a written response within 28 days.

DEFINITIONS:

You must read and understand the following definitions of words used in this Agreement and the Report. This will help You understand what is involved in a property and building inspection, the difficulties faced by the inspector and the contents of the Report which We will provide You following the Inspection.

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

Access hole (cover) means an opening in the structure to allow for safe entry to carry out an inspection.

Accessible area means an area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.

Building Element means a portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

Client means the person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf. (See also "You/Your" below)

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

Inspector means the person or organisation responsible for carrying out the inspection. (See also "Our/Us/We" below.)

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

Major defect is a Defect requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

Minor defect is a defect other than what is described as major defect.

Person means any individual, company, partnership or association who is not a Client.

Property means the structures and boundaries etc up to thirty (30m) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected.

Report means the document and any attachments issued to You by Us following Our inspection of the property.

Structural Inspection means the inspection shall comprise visual assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property. **The Report will** not include those items noted in Clause A3 of AS 4349.1-2007 e.g. Condition of roof coverings, partition walls, cabinetry, doors, trims, fencing, minor structures, ceiling linings, windows, non-structural & serviceability damp issues, rising damp, condensation etc.

Safe and Reasonable Access – does not include the use of destructive or invasive inspection methods or moving furniture or stored goods. Safe access is at the inspectors discretion and will take into account conditions existing on the property at the time and date of inspection.

The Standard AS4349.1-2007 provides information concerning safe and reasonable access.

Only areas where reasonable and safe access was available were inspected. Access will NOT be available where there are safety concerns, or obstructions, or the space available is less than the following.

ROOF VOID- The dimensions of the access hole must be at least 500mm x 400mm, and reachable by a 3.6m ladder, and, there is at least 600mm x 600mm of space to crawl.

Roof External- must be accessible by a 3.6m ladder placed at the ground level.

Reasonable access does not include the use of destructive or invasive inspection methods, Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods or removing any fastenings.

Where a person is able to fall 3m or more or on a roof with a pitch of 26 degrees or more, one of the following control measures, based on a suitability of purpose must be used to prevent the fall (a) Edge protection, (b) Fall protection covers & (c) A travel restraint system. A specialist roofer with fall protection equipment will need to be sourced and complete the inspection before purchase in this situation.

Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

Safe Working Temperatures for the Inspection - *When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to OH&S guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector decides that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.*

Our/Us/We means the company, partnership or individual named below that You have requested to carry out the property inspection and report.

You/Your means the party identified on the face page of this agreement as the Client, and where more than one party all such parties jointly and severally, together with any agent of that party.

Important Note: You acknowledge that, unless stated otherwise, recommendations stated in the report will be promptly implemented. The report cannot be on sold by any party other than Pro-Check Building Services.

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 before delivery of the report. The inspection will be recorded digitally and used to compile the report. The report will be emailed in PDF format.

Safety Issue: Due to possible electrical hazard even if a licensed electrician's report certifies it is safe to do so it may not be safe to enter roof voids fitted with foil insulation to the ceiling void flooring as there is no way of knowing the condition of the roof members under the foil. The power turned off at the mains may not prevent foil insulation in the roof from becoming live, as mains wiring from the street generally enters through the roof before it goes to the Mains Switch. This area will not be inspected.

If You fail to sign and 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.

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

Are there Special Requirements / Conditions requested by the Client/Client's Representative regarding the Inspection and Report: No

Cost of the Report including any requested Special Requirements/Conditions: \$ Incl gst

Building Inspection Agreement No:

Client: ClientName

Address:

Mobile: Email:

Re property to be inspected at: Inspection address

TYPE OF PROPOSED INSPECTION ORDERED BY YOU: PRE-PURCHASE

Name: ClientName

Time Agreement signed: on this the day of 2010

by (name of person signing)

Signature:

Signed for and on behalf of Pro-Check Building Services P/L

By

Signature:

Please return the **last page of this document** to: Email: info@pro-check.com.au

Or FAX No 07 3892 4973

To be received before the inspection. Your inspection is booked for time and date of inspection.

With the awareness for a need to help in the reduction of greenhouse gas emissions, we recognise that taking part is of utmost importance. Our goals are in the reduction of paper products and other related high resource materials. The report will be emailed the next working day. Hard copies are No longer available.