

BUILDING INSPECTION

AGREEMENT & TERMS – AS

4349.1

TYPE OF PROPOSED INSPECTION

ORDERED BY YOU:

1.
 1. 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.
 2. Upon receipt of a pre-purchase agreement or Building Inspection Booking Form via online (Pressing Submit in the Book Now section of this site) we will carry out the inspection & report ordered by you in accordance with this agreement & you agree to pay the agreed fee for the inspection.
 3. In ordering the inspection, you agree that the inspection will be carried out in accordance with the following clauses, which define the scope & limitations of the inspection and the report.

Note: The report should not be relied upon if the contract for sale becomes binding more than 30 days after the date of initial inspection. A re-inspection after this time is essential.

SCOPE OF THE INSPECTION & THE REPORT

1.
 1. 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. Areas for Inspection shall cover all safe & 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 & reasonable access the Inspection will normally report on the condition of each of the following areas:
 - The interior of the dwelling.
 - The roof void.
 - The roof exterior from a ladder on each accessible elevation.
 - The sub floor.
 - The Exterior of the dwelling.

The Standard defines the extent of safe and reasonable access as follows:

“The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of the inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector’s line of sight and close enough to enable reasonable appraisal.”

Wet roofs and high pitched roofs will not be walked on. 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. We will inspect each elevation of roofing from a 3.6 meter ladder but due to above Work Safe Compliance codes we will not walk on pitched roofing.

Table Notes:

- Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.
- Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

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. Not every single minor defects will be reported on. As per AS 4349.1 – Page 5 – The inspection is not intended to include a rigorous assessment of all building elements in a property. For example, if there is paint deterioration on all windows or weather board, we do not report and photograph every window or every weather board.

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 - 1.
 2. Where a Major Defect has been identified, the inspector will state what the defect is, where it is located (e.g. north wall) and an opinion on what is required to have assessed or repaired.

LIMITATIONS.

1.
 1. 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 or reasonable entry and access. Additional fees to attend and re-inspect may apply.
 2. 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.
 3. 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.

4. The Inspection excludes the inside of walls, between floors, inside skillion (flat roof) 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, remove furniture, rugs, tables, beds, refrigerators or washing machines to inspect areas.
5. The Report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or bylaw, or as a warranty or an insurance policy against problems developing with the building in the future.
6. The Building Inspection WILL NOT look for or report on Timber Pest Activity. You need to order a timber pest inspection. If You ordered a Timber Pest Inspection, please Read Terms and Conditions of same below. If you did not order a Pre-Purchase Timber Pest Inspection, You should have an inspection carried out in accordance with AS 4349.3-2010 Timber Pest Inspections.
7. In the event that Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
8. ASBESTOS: No inspection for asbestos will be carried out at the property and 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.
9. MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER: No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
10. 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 for the same work.

11. 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.
12. The inspection WILL NOT cover or REPORT the items listed in Appendix D to AS4349.1-2007 which includes but is not limited to, the condition or operation of swimming pools, swimming pool fencing/gates, spas or their surroundings, rainwater or grey water tanks or treatment and similar facilities; Condition, adequacy or compliance of electrical, gas and plumbing systems including roof plumbing, underground pipes or drainage systems, Operation adequacy or compliance of security and communications systems, smoke detectors, building services, building automation, electrically operated doors including garage doors, plant equipment, mechanical, gas or electrical appliances and fittings; timber framing or metal framing sizes and adequacy; Compliance with legal, planning, regulatory including Building Code of Australia, sustainability or environmental matters including but not limited to the adequacy or safety of insulation, rising damp, waterproof membranes and/or other installations, Bushfire Attack Level assessments.
13. 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. We do not assess for flammability of cladding which has been an issue in Victoria. For more information please check the Victorian Building Authority website – www.vba.vic.gov.au/cladding.
14. 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. Such defects may only become apparent in differing weather conditions, for example leaking roof, leaking

gutters, leaking downpipes, drainage blocking, surface water drainage and the like.

15. You agree that we cannot accept any liability for our failure to report a defect that was concealed by the owner of the building being inspected and you agree to indemnify us for any failure to find such concealed defects. For example, defects behind or under beds, refrigerators, washing machines, rugs, carpet, stored items in cupboards or against walls and the like. The adequacy of water proofing, sealed showers / wet areas may not be able to be identified if has not been used for some time or full access is not available under these wet areas.
16. Where our report recommends another type of inspection including an invasive inspection and report then you should 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.
17. 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

1.
 1. 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.

2. **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.
3. **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.
4. **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.
5. **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.

DEFINITIONS

You should read & understand the following definitions of words used in this Agreement & 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 & 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 organization responsible for carrying out the inspection. (See also (Our/Us/Me' below)

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

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

Minor defect means a defect other than a Major defect.

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.

Safe and Reasonable Access does not include the use of destructive or invasive inspection methods or moving furniture or stored goods.

The Standard defines the extent of safe and reasonable access as follows:

"The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of the inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal."

Table Notes:

- Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.
- Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

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.

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.

APPENDIX D OF AS 4349.1 LISTS ITEMS THAT ARE EXCLUDED FROM A PRE-PURCHASE INSPECTION AND STATES THE FOLLOWING – Footings below ground, concealed damp proof courses, electrical installations,, operation of smoke detectors, light switches/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, 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 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 wal linings/sidings, 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.

TIMBER PEST INSPECTION

AGREEMENT & TERMS – AS

4349.3-2010

(As required by Australian Standards 4349.3-2010 – Timber Pest Inspection)

This is an Agreement Form is supplied in accordance with the Australian Standards 4349.3 – 2010

You need to carefully 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 Timber Pest Inspections)

After completing the Booking Form and Read the Terms and Conditions you can Submit the Booking Form and we will organise your inspections. Signing the document is not required but we strongly suggest the agreement forms be carefully read so that there is no confusion as to what we are required to do and what we do and don't carry out during these inspections.

INFORMATION

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 and reply via email to info@mrinspector.com.au stating you agree or disagree with the terms or parts of the terms.

If You fail to return the copy to Us 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.

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.

INSPECTION

- In the case of Pre-purchase Timber Pest Inspections and all Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections.
- 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 may use a probe or screwdriver to tap and sound some timbers and may use a sharp knife to carry out some 'splinter testing' on structural timbers in the sub-floor and/or roof void. Splinter testing WILL NOT be carried out where the inspection is being carried out for a Client who is a purchaser and not the owner of the property being inspected. The inspector may use a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas the moisture meter will not be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.
- The inspector CANNOT see or inspect inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.
- If the property to be inspected is occupied then You should be aware that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed. In some case the concealment may be deliberate.
- 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 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.

SCOPE OF THE INSPECTION & REPORT.

- In the case of Pre-purchase Timber Pest Inspections or Timber Pest Inspections in accord with AS 4349.3- 2010 the Inspection and resulting Report will be confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and dampwood

termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.

- The Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus* Linnaeus) will be excluded from the Inspection.
- The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.
- MOULD: Mildew and non-wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould will be carried out at the property and no report on the presence or absence of Mould will be provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the General Remarks section of this report. If Mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

LIMITATIONS

- Nothing contained in the Report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the property are not, or have not been, infested by termites or timber pests. Accordingly the Report will not guarantee that an infestation and/or damage does or does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that future infestation of Timber Pests will not occur or be found.

DETERMINING EXTENT OF DAMAGE

- The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This information is not the opinion of an expert, as the inspector is not qualified to give an expert opinion.

The Report will not and cannot state the full extent of any timber pest damage. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then-You must assume that there may be some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required.

- If Timber Pest activity and/or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas, eg framing timbers. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

COMPLAINTS PROCEDURE

- 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 Our 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. If the dispute is not resolved within twenty one (21) days from the service of the written Notice then either party may refer the dispute or claim to a mediator nominated by us. The cost shall be met equally by both parties or as agreed as part of the mediated 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.
- 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.

THIRD PARTIES

- 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.

DEFINITIONS

- You should 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 Timber Pest Inspection or a Termite Inspection, the difficulties faced by an inspector and the contents of the Report with which We will provide You following the inspection.

High moisture readings means a reading on a moisture meter that is higher than the norm for other parts of the structure. Such high reading should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and damage.

Client means the person(s) who requests the report. If ordered by the client's Agent then it is agreed that the Agent represents the client and has the authority to act for and on behalf of the client.

Active means live timber pests were sighted during the inspection.

Access hole means a hole in the structure allowing entry to an area.

Inactive means that no active (see definition above) timber pests were detected but evidence such as workings, damage, mudding or exit holes is found at the time of the inspection.

NOTE: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity or in inaccessible areas as we are not able to conduct an invasive inspection and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Property means the structures, gardens, trees, fences etc. up to thirty (30) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures, gardens, trees and fences etc. outside the thirty (30) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

REASONABLE ACCESS

Only areas to which reasonable access is available are inspected. The Australian Standard AS 3660 refers to AS 4349.3-2010 which defines reasonable access. 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 2.1M step ladder or 3.6M ladder, and, there is at least 1500mm x 1500mm of space to crawl safely.

SUBFLOOR – the dimensions of the access hole must be at least 500mm x 400mm and, there is at least 400mm of space to crawl beneath the lowest bearer, or, 500mm beneath the lowest part of any concrete floor;

ROOF EXTERIOR – must be accessible by a 3.6M ladder. 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. Roofs with high pitches or that are wet will not be walked on. Roofs with older concrete or terra cotta tiles will not be walked on. It is not safe to walk on roof tiles without first inspecting the condition of the roof frame. 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.

Report means the report issued to You by Us following Our inspection of the property.

Termites means subterranean and dampwood termites (white ants) and does not include Dry wood termites.

Our/Us/We means the company, partnership or individual named below that You have requested to carry out a timber pest or termite inspection and report. You/Your means the party identified as the Client on the face page of this agreement, and where more than one party all such parties jointly and severally, together with any agent of that party.

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.

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 500 mm 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 500 mm 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

1.

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.