



## **BUILDING REPORT – TERMS AND CONDITIONS**

### **SPECIAL CONDITIONS**

1. The Building Consultant reserves the right to reject any application at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Building Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.
3. Cancellation fees will be charged if the inspection is cancelled by the client or the client's representative within a 24 hour period prior to the confirmed inspection date. Cancellation fees are half the nominated inspection fee. The client acknowledges and accepts that an administration fee of \$150.00 may be added to your account if your account is not settled within 14 days of your completed inspection/s.
4. The client gives the company permission to debit our fees from their credit card as provided. This fee will be debited on the day of the inspection.
5. The report is produced for the client only. The consultant is not liable for any reliance placed on the report by any third party. For reference purposes a copy of your report/s will be retained for a period of 60 (sixty) days only.

### **SCOPE**

Unless specified in writing, a Standard Property Inspection Report ("the Report") deals only with the detection, or non-detection of *Structural Damage, Conditions Conducive to Structural Damage* and any *Significant Defect* in the general condition of *Secondary Elements* and *Finishing Elements* discernible at the time of inspection. All other reports are Special-Purpose Inspection Reports.

As requested by the *Client*, the inspection assessment is to be based solely on the following inspection carried out by a *Building Consultant* ("the Consultant") of the *Readily Accessible Areas* of the property specified by the Client in this document:

**Option 1** A visual examination of surface work (but excluding furniture and stored items), and the carrying out of *Tests* (see Limitation No 1 below).

**Option 2** An inspection report which may include Option 1 as well as the particular requirements of the Client which are specified and attached to this document, where applicable.

In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The complete inspection of other common property areas would be the subject of a special-purpose inspection report, which is adequately specified.

If the Client has any doubt about the Scope of the Report please discuss your concerns with the Consultant before ordering the Report or on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

If the client fails to implement the recommendations or advice as stated within this Report, the client agrees and accepts that they will not or cannot hold us responsible, as the client had an opportunity to:

- Terminate the contract;
- Ask the Vendor to rectify or repair; or
- Renegotiate with the Vendor.

### **LIMITATIONS**

The Client acknowledges:

1. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
2. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.
3. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builders debris, vegetation, pavements or earth.
4. Australian Standard *Inspection of Buildings. Part 1: Property Inspections – Residential Buildings* recognises that a standard property inspection report is not a warranty or an insurance policy against problems developing with the building in the future.
5. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.
6. This report does not include inspection to or assessment of asbestos containing materials.
7. A building report is not a maintenance report. All properties require regular maintenance. Where obvious maintenance issues are noted these will be included in the report as a courtesy comment only. A full maintenance report is available at an additional cost.



## EXCLUSIONS

The Client acknowledges that this Report does not cover or deal with:

- (i) any 'minor fault or defect', i.e. a matter, in view of the age, type and condition of the building being inspected, does not require substantial repairs or urgent attention and rectification;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction.
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and solid fuel heaters, including chimneys and flues;
- (vi) any services including building, engineering (electronic), fire and smoke detection, air-conditioning, light switches and fittings, TV, sound and communications, intercom systems, garage door mechanisms, alarm and security systems or mechanical;
- (vii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (viii) any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems;
- (ix) a review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- (x) a review of environmental or health or biological risks (eg. asbestos content or presence thereof, toxic mould, allergies, soil toxicity, lead content, radon or urea formaldehyde)
- (xi) whether the building complies with the provision of any building act, code regulation(s) or by-laws; and
- (xii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone.
- (xiii) comment on any material containing asbestos.
- (xiv) Concealed plumbing;
- (xv) Insulation, sarking;
- (xvi) Gas fittings and fixtures;
- (xvii) Any air-conditioning systems including ducted or split systems.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

## DISPUTE RESOLUTION

In engaging our services, the client hereby agrees and accepts to abide by our dispute resolution process.

If the client becomes aware of any concern regarding this Report, the client must notify our office immediately. Upon receipt of the client's complaint, we will endeavour to resolve the matter with the client in a telephone conversation. An onsite visit with the client may be required in an effort to address and resolve the matter.

If we are unable to resolve the matter onsite, we will respond to the client's complaint in writing within 14 days.

If the client is not satisfied with our response, the client may choose to contact the relevant local authority.

## DEFINITIONS

**Primary Elements** means those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

**Secondary Elements** means those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

**Finishing Elements** means the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

**Structure** means the loadbearing part of the building, comprising the Primary Elements.

**Structural Damage** means a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

- (a) *Structural Cracking and Movement* – major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.
- (b) *Deformation* – an abnormal change of shape of Primary Elements resulting from the application of load(s).
- (c) *Dampness* – the presence of moisture within the building, which is causing consequential damage to Primary Elements.
- (d) *Structural Timber Pest Damage* – structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

**Conditions Conducive to Structural Damage** means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

**Significant Defect** means a matter, in view of the age and type of the building being inspected, requires substantial repairs or urgent attention and rectification.

**Client** means the person or persons, for whom the Inspection Report was carried out or their Principal (i.e. the person or persons for whom the report is being obtained).



**Building Consultant** means a person, business or company who is qualified and experienced to undertake a Standard Property Inspection Report in accordance with Australian Standard AS 4349. "Inspection of Buildings. Part 1: Property Inspections – Residential Buildings". The consultant must also meet any Government licensing requirement, where applicable.

**Readily Accessible Areas** means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

**Tests** means where appropriate the carrying out of tests using the following procedures and instruments:

- (a) *Dampness Tests* means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.
- (b) *Physical Tests* means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

## **ACCESSIBILITY**

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas, which are not normally accessible, were not inspected and include - but not limited to - the interior of a flat roof or beneath a suspended floor filled with earth.

### **Building Interior:**

The consultant did not move or remove any ceilings, wall coverings, floor coverings (including carpeting and wooden floorboards), furnishing, equipment, appliances, pictures or other household goods. In an occupied property, furnishings or household items may be concealing evidence of defects, which may only be revealed when the items are moved or removed.

*NOTE. In the case of strata and company title properties or other Class 2 buildings or equivalent, if the inspection was limited to assessing the interior of a particular unit or lot, the Client may have additional liability for defects in the common property. This additional liability can only be addressed through the undertaking of a special-purpose inspection report, which is adequately specified.*

### **Building Exterior, Roof Exterior and Site:**

The consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris or rubbish, etc. Such items may be concealing defects, which may only be revealed when the items are moved or removed.

### **Roof Space:**

Obstructions such as roofing, stored articles, thermal insulation, sarking and pipe/duct work may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard AS 4349 the minimum requirement is a 450 mm by 400 mm access manhole.

### **Subfloor Space:**

Storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas. In accordance with Australian Standard AS 4349 the minimum requirement is a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. For further advice consult the person who carried out this report.



## **IMPORTANT NOTE**

Special attention should be given to the Scope, Limitations and Exclusions in this document.

Unless stated otherwise in the Report, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

**Importantly, Australian Standard *Inspection of Buildings. Part 1: Property Inspections – Residential Buildings* recognises that a standard property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the property which includes systematic inspections, detection and prevention of incipient failure. Please contact the Consultant who carried out this inspection for further advice.**

The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness. Also, where a shower recess has been water tested for a minimum of ten (10) minutes, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem, may require the monitoring of the building over a period of time.

This inspection and report only deals with the detection, or non-detection of structural damage, conditions conducive to structural damage and any significant defect in the general condition of secondary elements and finishing elements discernible at the time of inspection.

Consideration should also be given to the inspection and assessment of:

- any 'minor fault or defect', i.e. a matter in view of the age, type and condition of the building being inspected, does not require substantial repairs or urgent attention and rectification.
- solving or providing costs for any rectification or repair work.
- the structural design or adequacy of any element of construction.
- the operation of fireplaces and chimneys.
- any services including building, engineering (electronic), fire and smoke detection or mechanical.
- any swimming pools and associated pool equipment or spa baths and spa equipment or the like.
- any appliances such as dishwashers, insinkerators, ovens, stoves and ducted vacuum systems.
- a review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing.
- a review of environmental or health or biological risks such as toxic mould.

This additional information or advice may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

In addition, this inspection and report does not include the inspection and assessment of items or areas that do not fall within the consultant's expertise. Accordingly, consideration should be given to other specialist inspections and services such as: hydraulics; geotechnics; or building, engineering (electronic), fire and smoke detection or mechanical services.

As a matter of course, in the interests of safety, an inspection and assessment of the electrical and plumbing/gas installations should be carried out by a suitably qualified person.

Also, in all parts of mainland Australia, termites are a known problem to timber in service. Therefore, it is recommended that a timber pest inspection and report be carried out in accordance with the Report Systems Australia handbook *Timber Pest Detection Reports*.

Where possible, the records of the appropriate local authority should be checked to determine or confirm:

- whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- the status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

The inspection report is produced for the use of the client. The building consultant is not liable for any reliance placed on the report by any third party