



Residential Building and Pest Inspection Services

Phone 1300 725 875 Mob 0411 049 52

PRE-ENGAGEMENT INSPECTION AGREEMENT PROPERTY INSPECTIONS – RESIDENTIAL BUILDINGS

PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM

This form is to be completed by the Client. **Special attention should be given to the Terms and Conditions set out in Clause A1.** Use block letters or [X] where appropriate. Complete all relevant sections: non-completion may delay response.

SERVICE REQUESTED BY CLIENT

As requested by the *Client*, the inspection carried out by the *Building Inspector* (“the Inspector”) is a “Pre-Purchase Property Inspection Report” (“the Report”).

PURPOSE OF INSPECTION The purpose of the inspection is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection.

SCOPE OF INSPECTION The Report only covers or deals with any evidence of: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and any Serious Safety Hazard discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site and is based on a visual examination of surface work (but excluding furniture and stored items), and the carrying out of Tests.

ACCEPTANCE CRITERIA The building is to 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.

SPECIAL CONDITIONS OR INSTRUCTIONS

Are there any special conditions or instructions to be attached to this application? **Click and Select**

SUPPORT DOCUMENTATION

Will the Client be providing any documents (e.g. council records such as approved house plans) to support this application?

Click and Select If “Yes” specify:

BUILDING INSPECTOR

NAME: **Robert McNamara** **BSA: 14619** ADDRESS: **PO Box 3303, Helensvale Town Centre QLD 4212**
PHONE: **0412 880 727** EMAIL: **res.build.pest@optusnet.com.au**

CLIENT: NAME: ADDRESS:
PHONE: MOB: EMAIL:

PROPERTY TO BE INSPECTED

ADDRESS:

STRUCTURES AND AREAS OF THE SITE TO BE INSPECTED (Specify):

ACCESS ARRANGEMENTS: NAME: **CONTACT:** **ADDRESS:**
PHONE: MOBILE: EMAIL:

STATEMENT OF CLIENT – Please read carefully before signing and Terms and Conditions set out in Clause A1

The Client requests the Building Inspector named above to inspect the property and furnish a Pre-Purchase Property Inspection Report in accordance with the terms and conditions set out in this document. The Client acknowledges that they have read and understood and agree to all the terms and conditions contained in this Pre-Engagement Inspection Agreement.

UNDERSTANDING.

1. 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.
2. 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.
3. 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.

I ENCLOSE/AGREE TO PAYMENT ON THE DAY DAYS THE TOTAL AGREED FEE OF: \$
SIGNATURE OF CLIENT:.....DATE:.....
NAME OF PRINCIPAL FOR WHOM REPORT OBTAINED:

CLAUSE A1 – TERMS AND CONDITIONS

SPECIAL CONDITIONS

1. The Building Inspector reserves the right to reject any application at the Inspector’s absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Building Inspector shall not be liable for failure to perform any duty or obligation that the Inspector 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 Inspector.

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ACCEPTANCE CRITERIA The building is to 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.

Unless noted in “Special Conditions or Instructions”, the Report assumes that the existing use of the building will continue.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report is to be based please discuss your concerns with the Inspector 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.

IMPORTANT INFORMATION REGARDING THE SCOPE AND LIMITATIONS OF THE INSPECTION AND THIS REPORT

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.

- 1) This report is NOT an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not, depends, to a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
- 2) **THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.
- 3) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (*eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. **(NB Such matters may upon request be covered under the terms of a Special-purpose Property Report.)**

- 4) **CONSUMER COMPLAINTS PROCEDURE.** In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.
- 5) **ASBESTOS DISCLAIMER: “No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the **Additional Comments** section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even building built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.”
- 6) **MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the report. If Mould is noted as present within the property or if you notice Mould 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.
- 7) **ESTIMATING DISCLAIMER:** Any estimates provided in this 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 actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.
- 8) **CONDITIONS :-** This standard property report is conditional upon or conditional in relation to –

- the assessment of any apparent defect including rising damp and leaks, the detection of which may be subject to prevailing weather conditions;
- information provided by the person, the employees or agents of the person requesting the report;
- the specific areas of 'expertise' of the consultant specified in the report;
- apparent concealment of possible defects; or
- any other factor limiting the preparation of the report.

IMPORTANT DISCLAIMER

DISCLAIMER OF LIABILITY: -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

DISCLAIMER OF LIABILITY TO THIRD PARTIES:- This Report is made solely for the use and benefit of the client named on the front of this report. 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 party acting or relying on this Report, in whole or in part, does so at their own risk.

EXCLUSIONS

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

- (i) any individual Minor Defect;
- (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 chimneys;
- (vi) any services including building, engineering (electronic), fire or mechanical and the operation of smoke detectors;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkerators, ovens, stoves and ducted vacuum systems;
- (x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (xi) a review of environmental or health or biological risks such as toxic mould;
- (xii) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xiii) 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; ; and
- (xiv) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

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.

DEFINITIONS

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 Inspector means a person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 *Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings*. The Inspector must also meet any Government licensing requirement, where applicable.

Building & Site means the inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

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.

Readily Accessible Areas means Accessible 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 safe and reasonable access is available, providing the spaces or areas permit entry.

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

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

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.

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.

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.

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

Australian Standard AS4349.1-2007 *Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings*, Table 3.3, specifies types of defects as:

- (A) *Damage* – The fabric of the element has ruptured or is otherwise broken.
- (B) *Distortion, Warping, Twisting* – An element or elements has been distorted or moved from the intended location.
- (C) *Water Penetration Damp Related* - Moisture is present in unintended or unexpected locations.
- (D) *Material Deterioration (rusting, rotting, corrosion, decay)* – An element of component is subject to deterioration of material or materials.
- (E) *Operational* – An element or component does not operate as intended.
- (F) *Installations (including omissions)* – The element or compound is subject to improper or ineffective installation, inappropriate use, or missing components.

Minor Defect means a defect other than a Major Defect.

Serious Safety Hazard means any item that may constitute an immediate or imminent risk to life, health or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

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 Inspector'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 Inspector: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster. shower recesses; and the tapping of tiles and wall plaster.