

Ace Building and Pest Inspections

Phone: 1300 552 642

Fax: 1300 780 070

Email: info@acebuildinginspections.com.au

Web: www.acebuildinginspections.com.au

A division of Ace Building And Maintenance Pty Ltd ABN 22 083 941 806

To avoid any misunderstanding as to the type and scope of the inspection You are requesting or what the resulting Report will include You should first read the terms and conditions below. Once You are satisfied You understand the scope and limitations of the inspection and subsequent Report, **by proceeding with the inspection You confirm you have read, agree, and understand the contents of this document.**

By submitting the request for an inspection, You agree that the inspection will be carried out in accordance with the contents of this document, which defines the scope and limitations of the inspection and the Report. The inspection will be carried and the Report supplied to You in accordance with the terms and conditions below and You agree to pay for the inspection and Report when or before it is received by You.

You should read and understand all Definitions of words used in this Agreement and the Report. Each Section has its own Definitions section. This will help You understand what is involved in both a Timber Pest and Building Inspection, the difficulties faced by Inspectors and the contents of any Report provided to You following an Inspection. For the avoidance of doubt:

When Each Part of the Terms and Conditions below applies

PART A all types of inspection and Report

PART B *only* when a pre-purchase Timber Pest Inspection and Report is ordered

PART C *only* when a pre-purchase Building Inspection and Report is ordered

PARTS A, B, and C when both a pre-purchase Timber Pest Inspection and Report and a pre purchase Building Inspection and Report are ordered

TERMS AND CONDITIONS

PART A - General

1. Where the Report contains any clauses or provisions which contradict this document the clauses and provisions in this document will prevail.
2. 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.
3. You agree that We cannot accept any liability for Our failure to report a defect concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects.
4. Where Our Report recommends another type of inspection including an invasive inspection and Report then You should have such an inspection carried out either **BEFORE** exchange of contracts or the end of any 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.

Ace Building and Pest Inspection.

GOVERNING LAW AND EXCLUSIVE JURISDICTION

5. This agreement is governed by the law in force in the State or Territory where the property that is the subject of the Report is geographically located (“the relevant jurisdiction”). The Client and the Inspector submit to the exclusive jurisdiction of the courts of the relevant jurisdiction or any competent Federal court exercising jurisdiction in the relevant jurisdiction. The dispute must be determined in accordance with the law and practice applicable in the court.

COMPLAINTS

6. 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 by the Inspector, 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 the Inspector. 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.

RELIANCE

7. Compensation will only be paid to the Client in respect of any alleged breaches of contract or tort relating to the Report.

UNDERSTANDING

8. If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact the Inspector by phone or in person and have the Inspector explain and clarify the matter to your satisfaction.

9. You agree, by not seeking clarification of the terms and conditions prior to the commencement of the inspection, You confirm the contents of this agreement have been read and understood 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.

EXCLUSIVE USE

10. Only the Client may rely on the Report.

11. The Report may not be provided to ANY other Person without the Inspector’s express written permission, unless the Client is authorised to do so by relevant Legislation. Any such permission may be subject to conditions and further payment.

12. The Client releases the Inspector 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 of the Report by the Client to a Person without Our express written permission.

13. The Client indemnifies the Inspector 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 of the Report by the Client to a Person without Our express written permission.

Ace Building and Pest Inspections

DEFINITIONS – General

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

Client - means the person(s) for whom the inspection is to be carried out and who is named in 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.

Inspector - means the company, partnership or individual named below that You have requested to carry out a Timber Pest or Building Inspection and Report.

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

Report - means the document issued to the Client by the Inspector following the inspection ordered of the property.

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

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.

PART B - Timber Pest Reports

SCOPE OF THE INSPECTION AND REPORT

1. Pre-purchase Timber Pest Inspections will be in accord with the requirements of Australian Standard AS 4349.3-1998 Inspection of buildings Part 3: Timber Pest inspections.
2. All inspections (whether in accord with AS 4349.3-1998) will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access is both available and permitted on the date and time of Inspection.
3. 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/thermal insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
4. Pre-purchase Timber Pest Inspections in accord with AS 4349.3-1998 the Inspection and resulting Report will be confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by Timber Pests, present **on the date and time of the Inspection**.
5. 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) are excluded from the Inspection and subsequent Report.
6. The Report will identify any evidence of a termite treatment found by the Inspector.
7. Where evidence of a treatment is reported You agree to obtain a statement including paperwork from the owner about:
 - a) any termite activity at the Property;
 - b) any termite damage at the Property; and,
 - c) any treatments that have been carried out at the property.

Ace Building and Pest Inspections

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

8. No inspection for Mould will be carried out at the property and no report on the presence or absence of Mould will be provided. Mildew and non wood decay fungi is commonly known as Mould and is not considered a Timber Pest.

9. Nothing contained in the Report will imply that any inaccessible or partly inaccessible area or section 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 not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor does it guarantee that a future infestation of Timber Pests will not occur or be found.

10. Nothing contained in the Report will imply that any obstructed or restricted, or, partly obstructed or restricted area or section of the property are not, or have not been, infested by termites or Timber Pests. Accordingly, the Report is *not a guarantee* that termite or Timber Pest activity and/or damage does not exist in any obstructed or restricted or partly obstructed or restricted areas or sections of the property. Nor does it guarantee that a future infestation of Timber Pests will not occur or be found.

11. The Report will describe termite damage found as 'minor', 'moderate', or 'severe'. This information is not the opinion of an expert, as the Inspector is not qualified to give an expert opinion. The Report cannot, and will not, state the *full* extent of any Timber Pest damage. If any evidence of Timber Pest activity and/or damage is reported either in any structure or the grounds of the property, then You must obtain a statement from the owner about any termite activity, damage, at the Property. If the owner does not provide any such information you will seek further advice from the Inspector about carrying out an invasive inspection before proceeding with the purchase.

12. If Timber Pest activity and/or damage are found within the structures or the grounds of the property, then because damage may exist in concealed areas such as framing timbers You agree to obtain a statement from the owner about any termite activity, damage, at the Property, and any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued. You also agree the Inspector is not responsible or liable for the repair of any damage whether disclosed by the Report or not.

DEFINITIONS specific to a Timber Pest Inspection and Report

Active/Activity - means the presence of live Timber Pests at the time of inspection.

Moderate damage – means from what could be seen on the date of the inspection the Inspector suspects there to be damage requiring some timber to be replaced. It is NOT a statement that far greater damage exists that may only be discovered by an invasive inspection.

Severe damage – means the visible timbers that are damaged need to be replaced and it is likely that more timbers are damaged. The full extent of damaged timbers can only be discovered by a suitably qualified tradesman, such as a builder, carrying out an invasive inspection.

Property – means structures and fences (but not pool fences) up to 50 metres from the exterior walls of the main building BUT within the boundaries of the land being purchased. If you want the Inspection and Report to include structures and fences more than 50 metres from the exterior walls of the main building You must make the request in writing and clearly identify what You want to be included in the Inspection and Report.

Ace Building and Pest Inspections

Reasonable Access - means access to areas as defined in AS 4349.3 – 1998, which defines reasonable access as access to "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers." 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 furniture or stored goods.

Access Table

Area Access hole Crawl space Height

Roof Interior 450 x 400mm Clearance above access point and in the crawl space: 600 x 600mm Accessible from 2.1m stepladder or 3.6m ladder placed against a wall.

Subfloor 500 x 400mm Vertical clearance:

- a) Timber floor 400mm to bearer, joist or other obstruction.
- b) Concrete floor: 500mm

Roof Exterior Accessible from 3.6m ladder

Timber Pests - means subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot).

PART C - Building Reports

SCOPE OF THE INSPECTION & THE REPORT

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 and time of inspection.** Areas for Inspection shall cover all safe and accessible areas the Property.

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.

2. 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
- The roof exterior

3. 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.

4. 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.

5. When assessing whether a major defect exists the Inspector shall compare any structure with a structure 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.

Ace Building and Pest Inspections

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 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.

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 accords 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 should 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 visible Timber Pest Damage is found then it will be reported.

13. **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 of sealing or removal.

14. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI:** 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 for the same work.

Ace Building and Pest Inspections

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

17. 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.

18. 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.

19. 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.

DEFINITIONS specific to a Building Inspection and Report

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 an agent then it is agreed that the agent has the authority to act for and on behalf of the person. (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 completion 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 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 containing advice about the Property and 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.

AS 4349.1-2007 defines the extent of safe and reasonable access as follows:

Ace Building and Pest Inspections

“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.”

Access Table 3.2 from AS 4349.1-2007

Area Access hole Crawl space Height

Roof interior ladder 400mm x 500mm 600mm x 600mm Accessible from a 3.6m ladder
--

Roof Exterior - - Accessible from a 3.6m ladder placed on the ground
--

Table Notes:

1. 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.
2. 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 on the report, its agents, or employees 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.

END OF TERMS AND CONDITIONS