

Pre Purchase Building Inspection Agreement

(the agreement for the pest inspection follows the building agreement)

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: {{ADDRESS}}. The terms below govern this Agreement.

1.0 Fees

1.01 - The fee for our inspection is \${{PRICE}}, payable in full on the morning of the inspection or prior. Please note: reports will not be issued without payment.

2.0 Inspection and Report

2.01- The inspection will cover the Building Elements detailed in Appendix C of AS4349.1-2007 or AS4349.0-2007, as you've specified, except for Strata title properties, which will be inspected in accordance with Appendix B of AS4349.1-2007. The inspection does not cover nor report on items listed in Appendix "D" of AS4349.1 .2007.

2.02 - The inspection will consist of a visual evaluation based on Appendix C of AS4349.1-2007, focusing on structures within 30 metres of the building and the site's boundaries, fences included. The inspection will adhere to AS4349.1-2007 standards, aiming to advise a potential buyer on the property's state at the inspection's date and time. It's not a guarantee against future defects. The report won't estimate repair costs. The property's condition is benchmarked against similar, well-maintained buildings of roughly the same age. Only areas deemed safe and accessible by the inspector will be examined.

2.03 - Provided that access is safe and reasonable, the inspection will detail the condition of each area as follows: The inspector will examine the accessible area, adhering to the minimum requirements and any restrictions pertaining to the inspection. The inspector will not inspect areas that in his opinion has a highly likely chance of damage to the property, eg Some roof voids although comply with the minimum crawl space have no platform and the chance of damage to ceiling linings is high.

a) Interior

b) Roof Void

c) Exterior

d) Sub-Floor

e) Roof Exterior (This is dependent on the height, slope and weather)

f) The Property within 30m of the main building

3.0 Client's Agrees

3.01 - The Client recognizes that this agreement may be executed by a legal representative on their behalf or when a solicitor or conveyancer orders an inspection report on the Client's behalf.

3.02 - The Inspector may cancel the inspection at their discretion, with only the deposit being refundable to the Client (if any was paid)

3.03 - The Inspection Report is subject to limitations imposed by the Restrictions on an Inspection, as well as any rights exercised by an Inspector to safeguard their own safety. Additionally, it must adhere to any other constraints specified in the terms of this Agreement.

3.04 - The Inspector will assess the Building Elements in accordance with the guidelines outlined in Appendix C of AS4349.1-2007, except for Strata title properties, where the inspection will follow the criteria specified in Appendix B of the same standard. Notably, the inspection will not cover items listed in Appendix D of AS4349.1-2007.

3.05 - If you wish to obtain a copy of the relevant Standard along with its Appendices, you may do so through Standards Australia at your own expense. For inquiries, you can contact Standards Australia at standardsaustralia.com.au. The client confirms that they have had a reasonable opportunity to review the applicable Australian Standards should they wish to.

3.06 - The Inspection Report is a subjective visual inspection only.

3.07 - The Client acknowledges that they will not base their property valuation or final purchase decision solely on the contents of this report

3.08 - The inspection report is solely intended for the Client's use and may not be shared with any third party without the explicit written consent of the inspector.

3.09 - The client acknowledges that it is the inspector's discretion that determines restrictions as some restrictions on an inspection are predictable, while others become evident only during the inspection process.

3.10 - The Inspector is the sole authority to ascertain, during the inspection, the specific limitations they encounter and the Inspector is not liable for any area not inspected due to restrictions on an inspection.

3.11 - Any claim for loss is capped at the expense of the inspection itself.

3.12 - Just because a defect is not immediately visible during the inspection, it does not guarantee that there are no underlying issues affecting the property

3.13 - The Client confirms that they have carefully reviewed all the terms and have not based their decision on any representations made by the Inspector or any other party prior to entering into this Agreement.

3.14 - You recognize that a visual-only inspection may have limitations, as defects could be present in areas that are inaccessible without invasive techniques.

3.15 - The Inspector does not report on issues related to sewer mains, easements, right of ways or title restrictions etc

3.16 - The Client acknowledges their acceptance of this Agreement by making the payment for the agreed Inspector's fee. Furthermore, they confirm that they have read and understood the agreement and its terms and conditions. This acknowledgment may also be expressed by ticking the appropriate checkbox when placing an online order.

3.17 - The Client acknowledges that they will not hold the Inspector liable for any losses incurred due to reliance on the Inspection Report, taking into account the acknowledgments provided above and all the terms outlined in this Agreement.

4.0 Limitations

4.01 - The Inspector encounters both predictable and unexpected limitations during an inspection.

4.02 - The Inspector's primary concern is safety and ensuring reasonable access to an area. Consequently, the Inspector is limited from inspecting any area that is unsafe or inaccessible.

4.03 - The Inspector is the sole authority to ascertain, during the inspection, the specific limitations they encounter and the Inspector is not liable for any area not inspected due to restrictions on an inspection.

4.04 - The Inspector will not move or relocate furniture, household items, floor coverings, plants, soil, or any other objects in order to gain access to an area.

4.05 - The Inspector will not perform invasive inspections, which means they cannot assess the following areas:

- Inside walls
- Between floors
- Behind kitchen joinery, cupboards, and wardrobes
- Inside flat roofing

- Inside eaves

Please note that this list is not exhaustive.

4.06 - The Inspector will not create access holes or remove screws, bolts, or other fastenings to remove or gain access through covers.

4.07 - The Inspector is unable to inspect an area if they determine that their access is obstructed. Access should be created and re inspected.

4.08 -The Inspector will not include in the report or comment on:
Any part of the Property that cannot be seen.

4.09 - Common property that maybe under Strata Title or Company Title, community title or any other form of Title unless requested and documented in another signed Agreement;

4.10 – Asbestos material

4.11 – Magnesite

4.12 – Mould and mildew

4.13 - The Inspector will not assess the following items listed in Appendix D of AS 4349.1-2007, among others:

1. Footings below ground
2. Concealed damp-proof course
3. Electrical installations, including the operation of smoke detectors, light switches, and fittings
4. TV, sound, and communications systems
5. Security systems
6. Concealed plumbing
7. Adequacy of roof drainage as installed
8. Gas fittings and fixtures
9. Air conditioning systems
10. Automatic garage door mechanisms
11. Swimming pools and associated filtration equipment
12. Operation of fireplaces and solid fuel heaters, including chimneys and flues
13. Alarm systems
14. Intercom systems
15. Soft floor coverings
16. Electrical appliances, such as dishwashers, incinerators, ovens, and ducted vacuum systems
17. Paint coatings (except external protective coatings)
18. Health hazards, including allergies, soil toxicity, lead content, radon, presence of asbestos, or urea formaldehyde
19. Timber and metal framing sizes and adequacy

20. Concealed tie-downs and bracing
21. Other mechanical or electrical equipment, such as gates and inclinators
22. Timber pest activity
23. Soil conditions
24. Control joints
25. Areas concealed by wall linings or sidings
26. Landscaping features
27. Sustainable development provisions
28. Floor coverings
29. Rubbish
30. Furniture and accessories
31. Stored items
32. Insulation

Additionally, the Inspector does not assess environmental compliance or compliance with the Building Code of Australia or the National Construction Code.

4.14 - The Inspector refrains from inspecting or commenting on matters that fall outside their area of expertise.

4.15 - Any individual minor defect.

4.16 - Any expenses or proposed plans for addressing defects and/or repair work

4.17 - The Inspector does not provide commentary on the suitability of any structural design or construction.

4.18 - If the degree of fall on the roof is suitable for adequate drainage.

4.19 - If any gutter or box gutter is designed and plumbed adequately to perform during rain events.

4.20 - Compliancy with any relevant building code or Act

4.21 - The Inspector does not provide commentary on any hidden or concealed structural defects

4.22 - The Inspector does not provide commentary on any risks related to flooding, earthquakes, or other natural events that could potentially impact the structural integrity of the property.

4.23 - This report does not serve as a Swimming Pool Safety report, and it will not include any commentary on statutory pool safety requirements or compliance

4.24 - As per Clause c4.2 (d) of AS4349.1-2007, the inspection and report will not cover defects that may not be immediately apparent due to prevailing weather conditions at the time of the inspection. This includes the detection of rising damp, leaks, and roof leaks. Such defects may only become evident under different weather conditions

4.25 - The Inspector may suspend an inspection or choose not to inspect a specific area upon encountering asbestos, mould, Magnesite, or severe timber damage that raises safety concerns.

4.26 - The Inspection Report will focus on the following aspects:

- Areas Inspected: Details about the inspected areas and any reasons for areas not inspected.
- Major Defects: Defined as issues that require rectification to prevent unsafe conditions, further deterioration of the property or pose safety hazards.
- Minor Defects: A general impression of the extent of minor issues.
- Conclusion: Addresses the incidence of major and minor defects relative to the average condition of a property similar to the one being inspected. The conclusion provides an overall assessment of the property's condition.

4.27 - The Extent of Reporting is restricted to a subjective visual and non-invasive inspection only

4.28 - The Inspector is restricted by the following dimensions in relation to determining if an opening or height can be reasonably accessed

AREA	ACCESS HOLE	CRAWL SPACE	HEIGHT
Roof Interior	400 mm x 500 mm	Subject to Inspector's discretion as to safe and reasonable access	From a 3.6m ladder off a level platform and only if it is safe to do so

Roof Exterior	-	-	From a 3.6m ladder off a level platform and only if it is safe to do so
Subfloor	Subject to Inspector's discretion as to safe and reasonable access	Subject to Inspector's discretion as to safe and reasonable access	Subject to Inspector's discretion as to safe and reasonable access

4.29 - The Inspector may encounter additional, unforeseen limitations during the inspection, which can only be assessed at the time of inspection

5.0 Inspector's Fee

5.01 - The Client agrees to pay the Inspector the specified amount for the Inspection Report on the Property (as detailed in this Agreement). The final report is subject to the acknowledgments, terms, and recitals outlined within this Agreement.

6.0 Exclusions

6.01 - The Inspector will perform a non-invasive visual inspection, focusing on accessible areas and sections of the property where safe and reasonable access is available and permitted at the time of inspection. Any areas where entry is reasonably denied or where safe access is not feasible are excluded from the inspection. However, upon request, these excluded areas may be subject to an additional inspection under a separate pre-inspection agreement with the same terms.

6.02 - The inspection will not include any invasive procedures such as cutting, breaking apart, dismantling, removing, or moving objects. This applies to various elements, including roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances, and personal possessions.

6.03 - Shower Recesses: Taps will be turned on in accordance with AS4349.1-2007 to detect apparent leaks (if water is connected). However, please note that

these tests may not reveal leaks or indicate incorrect waterproofing if silicone liquid or masonry sealant has been applied before the inspection. Floor grading and fall ratios are not included in this inspection and will not be reported. We strongly recommend that you have these aspects checked by a qualified tradesperson before making a purchase decision.

6.04 - Obstacles such as stored goods, scattered items (including boxes), parked cars, bikes, boats, trailers, A/C units, ducting, and external foliage (such as plants, vines, and trees) can impede the inspection process

6.05 - The Inspection Report is not a certificate of compliance indicating that the property adheres to the requirements of any Act, regulation, ordinance, local law, or by-law. It also does not serve as a warranty or insurance policy against future building issues.

6.06 - The inspection report is not a Warranty or a construction quality certificate.

6.07 - The Inspector guarantees that they will diligently inspect the specified areas, adhering to the requirements of the AS Standard and accounting for any foreseeable or unforeseeable limitations.

6.08 - The Inspector will list limitations encountered, restricting the Inspector within the Inspection Report.

6.09 - The Client acknowledges that this report is based on a visual inspection, and conditions may change between the inspection day and the day when defects become apparent. Factors such as weather conditions, furniture removal, occupant damage, land settling, extreme weather, or other influences could impact the visual assessment. Do not rely on this report if older than 30 Days (even reports within thirty days may have a different outcome if re inspected after any of the above)

7.0 Indemnity

7.01 - The Client agrees to indemnify the Inspector:

Against any third-party losses or claims arising from the use of the Inspection Report.

Against any claims resulting from purchasing a property that was inaccurately valued.

Against any major and/or minor defects not evident during the visual assessment at the time of inspection.

In the event of termination of this Agreement by the Inspector, as specified in Item 9.01 and 10.02 of this Agreement.

8.0 Procedure for complaints

8.01 - In case of any dispute or claim related to the Inspection or the report, you must promptly notify us via email or mail. You agree to allow us (including our nominated representatives) to visit the property within 28 days of your notification for a thorough investigation. We will provide a written response to your dispute or claim within the same 28 day period. If you remain dissatisfied with our response, you must refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia within 21 days of receiving our written response. The cost of the Mediator will be shared equally by both parties or as agreed upon during mediation.

If you fail to follow this complaints procedure and initiate litigation against us, you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred in setting aside or adjourning your litigation to allow the completion of the aforementioned complaints procedure.

9.0 Third party disclaimer

9.01 - The Inspector has the exclusive right to terminate this Pre-Inspection Agreement with one day's notice due to weather constraints, non-payment of the Inspector's Fee, or any other safety concern. Only the Inspector has the authority to terminate the Agreement.

9.02 - The Inspection Report is intended solely for the use and benefit of the Client. We assume no liability or responsibility in contract or tort to any third party who may rely on the report, whether wholly or in part. Third parties acting upon or relying on the report do so at their own risk

10.0 Termination and Cancellation

10.01 - If the Inspector's fee is refunded for any reason whatsoever, the Inspection Report (if any) will be considered invalid and nullified

10.02 - The Inspector has the exclusive right to terminate the Inspection with one day's notice due to weather constraints, non-payment of the Inspector's fee, or at any time for bad weather or a safety concern. Only the Inspector has the authority to terminate the Agreement.

11.0 Severability

11.01 - Severability: If any term within this Agreement is deemed invalid in a specific jurisdiction, it only applies to that extent within that jurisdiction. However, this does not invalidate any other terms of the Agreement. Additionally, if certain terms are found to be invalid and are severed from this Agreement, the remaining terms of the Agreement remain valid and unaffected.

12.0 Bar on claims

12.01 - The Client is precluded from making a claim against the Inspector based on the Client's Acknowledgments.

13.0 Restrictions on Providing or Selling the Report

13.01 - The report cannot be sold or shared with any other individual without our explicit written consent, unless the client is legally authorized to do so. If we grant permission, it may be contingent upon certain conditions, such as the other party paying an additional fee and agreeing to comply with this clause. However, we retain the right to sell the report to any other party, although we are not obligated to do so.

13.02 - According to the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004 in the Australian Capital Territory (ACT), the inspection report resulting from this assessment can be shared with the purchaser as part of the property sale process. However, there are specific conditions:

- The inspection must have taken place not more than three months prior to listing.
- The report's age should be not more than six months.

14.0 Acknowledgement

14.01 - By accepting this pre-inspection agreement, you acknowledge that you will thoroughly read the Inspection Report before finalizing the purchase of the inspected property. Furthermore, you agree to promptly contact the Inspector via phone, text, SMS, or email if you have any additional questions or require further clarification regarding the contents of the report.

15.0 Definitions

a) **Acknowledgment:** An acknowledgment refers to an item or piece of information that an individual is thoroughly familiar with, has given careful thought to, and unconditionally accepts.

b) **Area:** means the area and/or areas

c) **AS Standards:** means AS 4349.1 2007 in this Agreement.

d) **Client:** means the person who's name is one the first page of this agreement/report.

e) **Client's acknowledgments:** Refers to the items listed in section 3.0 that the client is thoroughly familiar with, has given careful consideration to, and unconditionally accepts.

- f) **Defect:** a fault or deviation from the intended condition of the material, assembly or component.
- g) **Inspection:** reasonable and careful visual appraisal of the element in order to comment on the visually detectable defects.
- h) **Inspector:** means the organization detailed as the same on the first page of this agreement only.
- i) **Inspector's fee:** means clause 5.0.
- j) **Limitation:** any factor that prevents full achievement of the purpose of the inspection
- k) **Major defect:** a defect that is significant enough to require rectification work in order to avoid unsafe conditions, loss of utility or cause further damage to overall quality of the property.
- l) **Minor defect:** any defect not classified as a major defect.
- m) **Property:** the property details listed in this Agreement.
- n) **Readily Accessible Areas:** areas which can be easily and safely inspected without injury to person or property.
- o) **Report:** means the document and any attachments issued to the client by the Inspector.
- p) **Safe and Reasonable Access:** The inspection process does not involve the use of destructive or invasive methods, nor does it include moving furniture or stored items. The AS4349.1-2007 Standard provides guidelines regarding safe and reasonable access.

Please note the following:

- Inspection will only occur in areas where reasonable and safe access is available.
- No inspection will be conducted in spaces with safety concerns, obstructions, or where the available space falls below the specifications outlined in 4.28 of this agreement.

16.0 Understanding and Clarification of Agreement

16.01 - Before the inspection begins, if there is anything in this agreement that you find unclear, it is essential to reach out to us either by phone or in person. We will gladly explain and clarify any aspects of the agreement to your satisfaction. Please note that if you fail to contact us, it will be assumed that you have read this agreement and fully comprehend its contents.