

TIMBER PEST PRE-INSPECTION 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 Client's Agrees

2.01 - 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.

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

2.03 - 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.

2.04 - The Inspection Report will be meticulously prepared in alignment with and confined to the following aspects:

- Purpose
- Scope

Minimum requirements as stipulated in the Australian Standard Inspection of Buildings AS4349.3 2010 (AS Standards).

2.05 - 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.

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

2.07 - The Client acknowledges that they will not base their property valuation or

final purchase decision solely on the contents of this report

2.08 - 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.

2.09 - 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.

2.10 - 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.

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

2.12 - Please be aware that the absence of visible pest infestation during an inspection does not necessarily guarantee that the Property is free from pests.

2.13 - 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.

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

2.15 - The Inspector does not report Drywood termites and colonies

2.16 - 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.

2.17 - 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.

2.18 - The Client recognizes that any recommendations or advice provided by the inspector regarding the subject property's inspection should be promptly acted upon as a matter of urgency

3.0 Scope of Inspection

3.01- Subject to this entire Agreement, You have requested a Standard Non Invasive, Visual Timber Pest Inspection. If a Non Standard Visual Inspection

report is required, You must specify to us what kind of inspection you require by email to uncoverinspections@gmail.com prior to the inspection. Note additional costs may be payable and will be discussed if required.

3.02 - Special Pest Detection Report, this report will include the Standard Timber Pest Inspection Report any special requirements agreed to by the inspector and the client prior to the inspection. The client agrees that any Special Requirements to the Timber Pest Inspection are to be submitted in writing to the Inspector / Inspection Firm prior to the commencement of the inspection.

3.03 - Unless explicitly stated otherwise in this Agreement, the Inspector will prepare a Standard Timber Pest Inspection Report. This report follows a visual and non-invasive approach. The Standard Non-Invasive and Visual Timber Pest Detection Report will specifically address timber pest activity. It will assess the surface of timber work visually and non-invasively to determine whether pest damage has occurred. Additionally, the Inspector will compare the property to a similar one to evaluate whether pest mitigation strategies have been effectively implemented during construction. The report will also provide insights into the likelihood of future pest activity on the property. However, if no comparable property exists for comparison, the assessment of future or likely pest activity will rely on the Inspector's general knowledge. Notably, Strata common property will not be included in the inspection scope.

3.04 - The Inspector will inspect (subject to the minimum requirements and the Restrictions on an Inspection) the accessible "Area":

- a) The Interior of the Property,
- b) The Roof void
- c) The Exterior
- d) The Sub-Floor (if applicable)
- e) The Roof Exterior (dependant on safety, height and weather)
- f) The Site within 30m of the main building and within the boundary relevant to the Inspection.

4.0 Restrictions on an Inspection

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:

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 major and/or minor building defects and/or structural damage

4.16 - Drywood termites as colonies may be too small to detect by visual assessment

4.17 - Early stages of borer activity for European House Borer (*Hylotrupes bajulus*) as borer damage may not be apparent of the surface of the timber and cannot be detected by visual assessment.

4.18 - The Inspection Report will not provide any timber pest preventative

systems or plans, it will suggest a plan Termite Management Plan be implemented based on the conducive conditions.

4.19 - Any expenses or proposed plans for installing a Termite Management System or baiting/eradication program for termites.

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

4.21 - The inspector cannot comment on Termite Management Systems installed by others as to there, quality of installation.

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

4.23 - The Visual Inspection Report will be constrained by the scope of reporting and will specifically cover the following aspects:

a) Areas inspected and any areas not inspected, along with the reasons for exclusion.

b) Timber pest activity and/or damage.

c) A visual assessment to determine the presence or absence of wood decay, rot, or fungi.

d) A general evaluation of the extent of damage caused by any pest infestations.

e) A concluding statement addressing the occurrence of pest infestations.

4.24 - 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.

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

4.27 - 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

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

5.0 No Guarantee

5.01- The scope of reporting is confined to a subjective Visual Inspection only. Consequently, the Report does not and will not provide a guarantee that there is no infestation or damage in any inaccessible or partially inaccessible areas or sections of the property. Furthermore, it cannot assure that a future infestation of Termite Pests will not occur or be discovered.

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 - 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

6.04 - The inspection report is not a Warranty or a construction quality certificate that any installed Termite Management System is installed correctly.

6.05 - 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.

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

6.07 - 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, extreme weather, or other influences could impact the visual assessment. Do not rely on this report if older than 7 Days (even reports within 7 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 timber pest that was not visually 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) **Access hole:** An opening or cut out allowing entry to carry out an inspection.

c) **Active:** The presence of live timber pests at the time of inspection

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

e) **AS Standards:** means AS4349.3 2010 only (unless specifically stated that AS 3660.2 also applies) in this Agreement.

f) **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) **Drywood Termites:** Drywood termites do not require a water source other than the atmosphere and the moisture within the timber in which they occur.

h) **Excessive Moisture Conditions:** Presence of moisture conducive to timber pest activity.

i) High Moisture Readings: Higher than normal moisture levels as detected by electronic testing equipment.

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

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.

- q) **Timber pest damage:** visual damage caused by Timber Pests.
- r) **Timber pest activity:** visual signs of Timber Pests.
- s) **Timber Pests:** Subterranean and dampwood termites, and specific wood destroying agents being: chemical delignification (damage of timber by chemical reaction); fungal decay (damage to timber caused by soft rot and decay fungi); wood borers (wood damaging pests of the genus Coleoptera); and termites (wood damaging pests of the genus Isoptera)

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.

- Important Note:

- A visual-only inspection may have limitations for both the client and potential purchaser.
- When inspecting a fully furnished property, additional restrictions and obstructions apply.
- We highly recommend opting for an invasive inspection whenever feasible.
- In cases where invasive inspection is not possible, an unfurnished and unobstructed property may offer better visual access to the inspector.