

Structural - Building Inspection Agreement



Pre-Purchase Inspection Reports

Registered Builder #11323

Building Consultants

AGREEMENT DETAILS:

TYPE OF PROPOSED INSPECTION ORDERED BY YOU: Pre-Purchase Structural

Inspection & Report: The inspection will be of the building structure of the Property as outlined in Appendix A AS4349.1-2007 except for Strata title properties where the inspection will be accordance with Appendix B of AS4349.1-2007.

A copy of the appropriate Standard with Appendices may be obtained from Standards Australia at Your cost.

We will carry out the inspection and report ordered by You in accordance with this agreement. You should immediately read this agreement. Payment of our invoice means You agree that this document forms the agreement between You and Us. We will carry out the inspection and report as ordered by You in accordance with this agreement and You agree to pay for the inspection and report prior to the inspection being carried out or prior to delivery of the report.

In ordering the inspection, You agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report.

SCOPE OF THE INSPECTION & THE REPORT

The scope of the inspection is to identify Major Defects, the incidence of Minor Defects and Safety Hazards associated with the building structure of Property at the time of the inspection. The inspection and reporting is limited to Appendix A AS4349.1-2007 to the extent of the specific Scope Items listed in the Agreement.

SCOPE ITEMS - Structural: Footings & floor(s), walls external, walls internal, roof frame, ceiling frame and retaining walls associated with the main Residential Building only.

Note: This inspection does NOT include Roof Exterior elements.

FURTHER NOTES

1. Structural Defects do not include any non-structural element, e.g. roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fences, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc, general maintenance, or spalling of masonry, fretting of mortar or rusting.
2. The report does not include an estimate of the cost for rectification of the Defects.
3. The inspection does NOT include any areas beyond the structure of the Property (Residential Building).
4. 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 exterior, The roof space and The sub-floor.
5. 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.
6. Where a Major Defect has been identified, the inspector will photograph the defect, give an opinion as to what type of defect it is, why it is a defect, what needs to be done about the defect and specify its location. This report does NOT include a full scope of work for defect repairs.
7. Balustrade shall be noted as a Safety Hazard if unstable, or if excessively low and/or has larger gaps than expected for the time of construction. The inspector will not assess the balustrade, whether glass or other, in terms of structural compliance, or whether it is compliant with any Act, regulation, ordinance, local law or by-law.

ACCEPTANCE CRITERIA

8. 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.
9. The report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law, and is not a warranty against problems developing with the building in the future. The report does not include the identification of unauthorized building work or of works not compliant with building regulations.

LIMITATIONS

10. 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 (see Definitions below) 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. Should You require Us to revisit the Property to inspect items that We were unable to inspect due to issues outside Our control, You will incur an additional cost.
11. 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.

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12. 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.
13. The Report WILL NOT report on items that are unable to be checked during the inspection due to limitations outside Our control. This includes but is not limited to no power availability, no water availability, no gas availability and/or no hot water system pilot light operating at time of inspection. Should You require Us to revisit the Property to inspect items that We were unable to inspect due to issues outside Our control, You will incur an additional cost.
14. The report WILL NOT contain any assessment or opinion regarding serviceability damp defects such as condensation, rising damp, lateral damp, falling damp unless associated with structural damage that has occurred, is occurring or may occur.
15. 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.
16. The inspection will NOT include checking for drummy plaster or render throughout by tapping on walls. If drummy plaster or render is noticed as a consequence of a Structural Defect, additional comments may be made.
17. The Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS 4349.3-2010 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector.
18. If Timber Pest Damage is found it will be reported and We recommend Timber Pest Inspection. The inspector will only report on the damage which is visible. We recommend further Invasive Inspection to determine extent of damage.
19. **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 comments 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.
20. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER:** NO inspection or report will be made for Mould (Mildew) and non-wood decay fungi. **MOULD:** Mildew and non-wood decay fungi are commonly known as Mould may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.
21. **MAGNESITE DISCLAIMER:** No inspection for Magnesite Flooring was carried out at the property and no report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.
22. **CRACKING TO MASONRY OR CONCRETE DISCLAIMER:** Should cracking or evidence of repaired cracks to masonry construction, concrete slabs or load bearing walls be noted in the Report, We recommend that You engage a structural engineer to carry out a further inspection and provide appropriate advise and recommendations.
23. **EXTERNAL TIMBER STRUCTURES DISCLAIMER:** These structures include, but are not limited to, timber decks on ground and/or elevated, balconies, verandas, pergolas, patios, and stairs. External timber structures are NOT inspected as part of this Agreement. We recommend that any external timber structure should be inspected by a Structural Engineer. Timber structures deteriorate over time and care should be taken not overload any structure. We recommend ongoing annual inspections to verify condition and safety, and to confirm load capacity as applicable.
24. **ESTIMATING EXCLUSION:** It is outside the scope of this report to provide an estimate of any possible costs relating to a reported defect. No cost estimate has been included. You should read the Report carefully and follow the recommendations to identify what work may be required and then obtain an estimate for that work independently.
25. **CHEMICAL DELIGNIFICATION:** We do not consider delignification in isolation, to be a Structural Defect. Because the surface appears hairy, it looks worse than it is. When scraped back, only a very small percentage of the timber is affected. Typically, this occurs in a roof with green (unseasoned) timber and with a terracotta tiled roof. Given the timber is unseasoned, it dries out over time and the timber gets stronger as it dries out. When you consider cross section loss due to delignification verses strength gain over time, there is generally minimal net effect. Unless structurally defective, we will only report on the presence of delignification as a General Comment. Delignification in not considered to be a timber pest in AS 4349.3.
26. **ROOF FRAMING:** The Building Permit issued for the property stipulates the applicable building regulations, standards, conditions, Structural Engineers requirements and potentially Structural Engineered alternative solutions. AS 4349.1 states "the Report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law" and "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".

With the above in mind, the Inspection and Reporting of Defects is subject to the following benchmarks/guidelines set by Home Integrity.

- a) For all years of construction, the performance of the structural members and connections will be visually assessed for deflection, movement, deterioration, and fatigue to determine if there is any significant loss of strength and/or serviceability. If there is evidence of loss of strength/performance or serviceability, this will be nominated as a "Structural Defect".
- b) Post 1996 (tin roof) perimeter tie down provision expected for roof framing (Introduced to Building Code of Australia and generally accepted practice). If omitted, this will be nominated as a "Structural Defect".
- c) Post 1996 (tin roof with hardwood roof frame) perimeter tie down provision expected for roof framing. If typical frame connectors are not installed to rafter/beam or rafter/wall plate connections, these connections will be visually assessed for any significant loss



of strength and/or serviceability. If no loss of strength/performance is determined, this will be nominated as an Installation Defect only.

- d) Tie down provisions from ridge to wall plate (neck ties and perimeter ties) expected for all tin roofs from **January 2011** in line with InspectWA Position Paper 5 2020. Any deficiency based on published requirements will be nominated as a "Structural Defect".
- e) Post 2006, neck ties or strapping to rafter/ridge/rafter connection expected for all Tin roofs. If no other loss of strength/performance is determined, this will be nominated as an Installation Defect only.
- f) Tie down provisions expanded to include additional internal strapping and fixings expected for all tin roofs from **January 2017** in line with InspectWA Position Paper 3 2021. Any deficiency based on published requirements will be nominated as a "Structural Defect".
- g) Post 2010, strapping/fixings to top and bottom of struts and frame anchors between rafters to underpurlins expected for all Tin roofs. If no other loss of strength/performance is determined, this will be nominated as an Installation Defect only.
- h) Post 2010, any strut to underpurlin connection servicing a TILE roof expected to be half lapped, bird-mouth or have hoop iron fixed. Underpurlins, if butt jointed only, do have a tendency to roll over time and as such, this will be nominated as a "Structural Defect".
- i) Post 1996 any strut to underpurlin connection servicing a **tin or tile** roof expected to be half lapped, bird-mouth or have hoop iron fixed. If no other loss of strength/performance is determined, this will be nominated as an Installation Defect only.
- j) Post 1996 all fan struts require bracing or blocking. If no other loss of strength/performance is determined, this will be nominated as an Installation Defect only.
- k) Post 1996 collar tie spacings will be assessed. If no other loss of strength/performance is determined, this will be nominated as an Installation Defect only.
- l) Post 1992, fan struts that are half lapped will be checked for performance. If not half lapped and if no other loss of strength/performance is determined, this will be nominated as an Installation Defect only.
- m) Between 1980 and 1996, any (softwood or LVL) strut to underpurlin connection servicing a tin roof should be half lapped, bird-mouth or hoop iron fixed. If no other loss of strength/performance is determined, this will be nominated as an Installation Defect only.

- 27. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.
- 28. Where the property is a strata or similar title, only the interior and immediate exterior of the specified dwelling will be inspected by the inspector. The inspection will be as outlined in AS 4349.1-2007 Appendix B. Therefore, it is advised that the client obtain an inspection of common areas prior to any decision to purchase.
- 29. 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 (as an example, this may include but is not limited to building leaks, drainage issues and movement of building structure over time due to weather and associated moisture condition of clay or other reactive soils varying over time).
- 30. You agree that We cannot accept any liability for Our failure to report Major or Minor Defects that have been concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects.
- 31. Where Our report recommends another type of inspection including an invasive inspection and report then You should have such an inspection carried out prior to the exchange of contracts or end of 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.
- 32. 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.

COMPLAINTS PROCEDURE

- 33. In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection. If you are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from The Resolution Institute. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement. In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

THIRD PARTIES

- 34. Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk.

However, if ordered by a Real Estate Agent or a Seller for the purpose of auctioning, set date sale or private treaty of a property, then the Inspection Report may be ordered up to thirty (30) days prior to the auction, set date sale or listing, copies may be given out prior to the

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auction/sale and the Report will have a life of sixty (60) days from the date of Inspection during which time it may be transferred to the Buyer. Providing the Buyer agrees to the terms of this Agreement, then they may rely on the report subject to the terms and conditions of this Agreement and the Report itself.

On confirmation of an unconditional offer and supply of the Buyer's details from the Agent, a formal Transfer of Report notice will be sent to the Buyer.

35. Prohibition on the Provision or Sale of the Report

The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorised to do so by Legislation. If We give our permission, it may be subject to conditions such as payment of a further fee by the other Person and agreement from the other Person to comply with this clause.

However, We may sell the Report to any other Person although there is no obligation for Us to do so.

36. Release

You release Us 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 unauthorised provision or sale of the Report by You to a Person without Our express written permission.

37. Indemnity

You indemnify Us 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 or sale of the Report by You to a Person without Our express written permission.

DEFINITIONS:

You should read and understand the following definitions of words used in this Agreement and the Report. This will help You understand what is involved in a property and building inspection, the difficulties faced by the inspector and the contents of the Report which We will provide You following the Inspection.

Acceptance Criteria: The Building shall be compared with a building which was constructed at approximately the same time, using practices which were generally accepted as normal for that time and that the property has received maintenance to ensure that the intended strength and serviceability of the building have not significantly deteriorated over time.

Access hole (cover) means a hole in the structure allowing safe entry to an area.

Accessible area is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

Building Element means a part of a building performing a particular function either singularly or in conjunction with other such parts.

Client means the person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf. (See also "You/Your" below)

Defect means a variation or fault in material or a component or assembled element that deviates from its intended appearance or function.

Inspector means the company, partnership or individual named below that You have requested to carry out a Building Inspection and Report. (See also "Our/Us/We" below.)

Limitation means any factor that prevents full achievement of the scope of the inspection.

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

Minor defect means a defect which is not 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 documents issued to You by Us setting out our observations and advise based on Our inspection of the property.

Residential Building: is a building or structure within the boundaries, under the main roof (including post initial construction). Includes Verandas constructed at the same time as the main dwelling. Alfresco under main roof. Attached and/or standalone structures containing habitable rooms. Retaining walls directly associated with the foundations of the Residential Building.

Ongoing Maintenance is any works required to keep the building in a condition equal to or better than other buildings of a similar age and type of construction. This may include, but is not limited to, repair and painting of minor cracks and blemishes, or repairs due to corrosion, weathering, general damage, wear and tear or deterioration.

Structural Defect means a fault or deviation from the intended structural performance of a building element.

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.

Safe and Reasonable Access does not include the use of destructive or invasive inspection methods or moving furniture or stored goods.

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The Standard AS4349.1-2007 provides information concerning safe and reasonable access:

Only areas where reasonable and safe access was available were inspected. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

Roof Void – the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and there is at least 600mm x 600mm of space to crawl;

Roof Exterior – must be accessible by a 3.6M ladder placed at ground level.

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 heavy furniture or stored goods.

Safe Access - Is at the inspector's discretion and will take into account conditions existing on the property at the time of the inspection.

Our/Us/We means Home Integrity Pty Ltd (ABN 94 104 055 174).

You/Your means the party identified on the invoice as the Client, and where more than one party all such parties jointly and severally, together with any agent of that party.

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. By paying the invoice you understand and accept the contents of this agreement and that the inspection will be carried out in accordance with this document.
3. 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.
4. You need to advise Us in writing should you have any special inspection requirements prior to paying the invoice as additional charges may apply.

Inspecting Company Details

Home Integrity PO Box 163 Scarborough 6019.

Signed for and on behalf of Home Integrity Pty LTD

by Elias Oostveen

Signature:



To avoid any misunderstanding as to the type of inspection We will carry out and as to the scope of the resulting report, You should immediately read this agreement. Payment of our invoice means You agree that this document forms the agreement between You and Us. We will carry out the inspection and report as ordered by You in accordance with this agreement and You agree to pay for the inspection and report prior to the inspection being carried out or prior to delivery of the report. In ordering the inspection, You agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report.

INSPECTION

1. Except for Termite (Clearance) Inspections, all Timber Pest Inspections will be in accordance with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. The purpose of the inspection is to provide advice about the condition of the property concerning timber pest activity as outlined in the Scope of this Agreement.
2. In the case of Termite (Clearance) Inspections only, the inspection will be carried out in accord with AS 3660.2-2000 Termite management Part 2: In and around existing buildings and structures.
3. The inspection will be carried out by a suitably accredited and insured Timber Pest Inspector.
4. Pre-purchase Inspections should be carried out to Australian Standard AS4349.3-2010 Inspection of Buildings Part 3: Timber Pest Inspections which includes inspection for Termites, Borers and Fungal Decay. Termite only inspections are to Australian Standard AS3660.2-2000 and are NOT recommended for pre-purchase inspections.
5. All inspections 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.
6. The inspector may use a probe or screwdriver to tap and sound some timbers in the sub-floor and/or roof void. Splinter testing WILL NOT be carried out.
7. The inspector may use a moisture meter to check internal walls that back onto wet areas such as showers. Other than these areas, the moisture meter will NOT be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.
8. 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.
9. The inspector CANNOT see or inspect inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe and for the avoidance of doubt, roof insulation will not be removed, lifted or dislodged in any way during the inspection. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.
10. If the property to be inspected is occupied then You should be aware that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed. For the avoidance of doubt, it is not part of this inspection to move or remove such items. In some case the concealment may be deliberate. If You are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out to the property. It is important to obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

SCOPE OF THE INSPECTION & REPORT

1. In the case Timber Pest Inspections in accordance with AS 4349.3- 2010 the Inspection and resulting Report will be confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and damp wood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.
2. In the case of all Termite Inspections in accordance with AS 3660.2-2000, the Inspection and resulting Report will be confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and damp wood termites (white ants) present on the date and time of the Inspection. Borers of seasoned timber will not be reported on. Wood decay fungi (rot) will not be reported on but may be reported as a conducive condition for termite activity.
3. For the avoidance of doubt, there will be no inspection for or reporting on any pest than as required by AS4349.3-2010 and specifically, dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hyloterpes bujulus* Linnaeus) are excluded from the inspection and report.
4. The inspection will report on any evidence of termite treatment identified during the inspection. The inspector will assume that any treatment identified resulted from a prior infestation of the property. You should obtain a statement from the owner as to any treatments that have been carried out to the property and obtain copies of any paperwork issued.
5. The inspection and report will not identify or comment on **MOULD**: Mildew and non-wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

LIMITATIONS

1. The Report will positively report on the areas inspected and in relation to any reportable matter discovered. Nothing contained in the Report will imply that any inaccessible or partly inaccessible area(s) or section(s) 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 can it guarantee that future infestation of Timber Pests will not occur or be found.
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.
3. Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 30 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself. If it is more than 30 days from the inspection date, a new inspection and report is recommended.

DETERMINING EXTENT OF DAMAGE

1. The Report will not and cannot comment on or determine the extent of any Timber Pest damage. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed damage within the building that may affect its structural integrity. An invasive inspection must be carried out by a suitably qualified Builder or Engineer. For the avoidance of doubt, an invasive inspection is not part of the scope of this inspection and a separate agreement will be required.
2. If Timber Pest activity and/or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas, Eg, framing timbers. In this case an invasive inspection must be carried out. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that we are not responsible for concealed damage resulting from Timber Pest activity that was not detectable at the date and time of inspection.

COMPLAINTS PROCEDURE

1. In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection. If you are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from The Resolution Institute. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement. In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

DEFINITIONS

You should read and understand the following definitions of words used in this agreement and the Report. This will help You understand what is involved in a Timber Pest Inspection or a Termite Inspection, the difficulties faced by an inspector and the contents of the Report with which We will provide You following the inspection.

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

Active means live timber pests were sighted during the inspection.

Client means the person(s) who requests 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.

High moisture readings means a reading on a moisture meter that is higher than the norm for other parts of the structure. Such high reading should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and damage.

Inactive means that no active (see definition above) timber pests were detected but evidence such as workings, damage, mudding or exit holes is found at the time of the inspection.

NOTE: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Property means the structures, gardens, trees, fences etc up to thirty (30) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures, gardens, trees and fences etc outside the thirty (30) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

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Registered Builder #11323

Building Consultants

Reasonable Access means only areas to which reasonable access is available are inspected. AS 4349.3-2010 defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

Roof Void - the dimensions of the access hole should be at least 500mm x 400mm, and, reachable by 3.6 M ladder, and there is at least 600mm x 600mm of space to crawl.

Roof Exterior - must be accessible by a 3.6M ladder.

Subfloor - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor; The inspector shall determine whether sufficient space is available to allow safe access to confined areas. 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 heavy furniture or stored goods.

Report means the report issued to You by Us following Our inspection of the property.

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

Our/Us/We means Home Integrity Pty Ltd (ABN 94 104 055 174)

You/Your means the party identified on the invoice as the Client, and where more than one party all such parties jointly and severally, together with any agent of that party.

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. By paying the invoice you understand and accept the contents of this agreement and that the inspection will be carried out in accordance with this document.
3. 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.
4. You need to advise Us in writing should you have any special inspection requirements prior to paying the invoice as additional charges may apply.

Home Integrity PO Box 163 Scarborough 6019.

Signed for and on behalf of Home Integrity Pty LTD

by Elias Oostveen

A handwritten signature in blue ink, appearing to be 'Elias Oostveen', written over a light blue horizontal line.

Signature:

