

## ALL SUBURBS BUILDING INSPECTIONS AND REPORTS INSPECTION AGREEMENT

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The Australian Standard AS4349.1-2007 and the Residential Building Inspection requires an Inspection Agreement be in place between "The Client" and "The Inspector" prior to an inspection being carried out. To avoid any misunderstanding as to the type and scope of the inspection that You (The Client/The Purchaser) are ordering from All Suburbs Building Inspections and Reports (The Inspector/Us/We/ASBIR), or what the resulting Report will include, you should first read the following Terms and Conditions of the Inspection Agreement. 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 Inspection Agreement.

By submitting the online Booking Form on our website [www.asbir.com.au/book](http://www.asbir.com.au/book), or by signing an offline or manual booking form, or by way of a confirmation being received by Us from You, by email or a work order or similar, You agree that you have engaged ASBIR to carry out your inspection, and You agree that this document forms the Inspection Agreement between You and Us in accordance with this document, which also defines the Scope and Limitations of the Inspection and the Report. You shall notify Us prior to the inspection of any changes to the Inspection Agreement. Any changes to the Purpose, Scope or Acceptance Criteria shall be agreed by the parties at the appropriate time, in writing, prior to the inspection being carried out.

We will conduct the property inspection and Report ordered by You in accordance with this agreement and You agree to pay for the inspection and report, written and/or verbal, in full, prior to the inspection being carried out by Us and the Report being received by You. If other payment terms have specifically been agreed to by ASBIR, in writing, then You agree that those specific payment terms apply. Otherwise, payment is always due and payable prior to the inspection being carried out by Us and the report being received by You.

The Client has the right to attend the inspection if they so wish. You shall inform us in writing prior to the inspection if another person will be acting on Your behalf. It is The Client's responsibility to arrange access to the property for the Inspector carrying out the inspection, unless specifically agreed otherwise by ASBIR. The Client and/or the Client's agent must obtain permission of owners/tenants/managers, or other, as is applicable, for unimpeded access to the property. All animals are to be secured away at time of inspection. If The Inspector attends the property at the arranged time and is not able to carry out the inspection due to access being denied or not being able to be provided, You agree that the full inspection fee is payable. The inspection may then be rescheduled if You so wish, and We agree to conduct the inspection, at a discounted rate, and at our earliest availability, the date and time, as agreed by the parties at such time. In this case another Inspection Agreement will be submitted by You, and a further inspection fee will be paid by You, as agreed between You and ASBIR.

The cost of the Inspection and Report shall be based upon the information provided by You and the quotation provided by Us, and as agreed at time of booking the inspection. If upon inspection of the property it is noted that the actual details of the property vary from the information You provided, You will be notified by Us and You agree to pay an extra charge, as applicable, prior to receiving the report. Note: Any additional inspection requirements requested by You may incur additional costs, of which you will be notified by Us in writing. If for any reason payment was not received by Us prior to the inspection being carried out, You agree that the inspection fee is due and payable and that You will pay the agreed amount, prior to receiving the Report. This applies even in a case where The Client may no longer require or desire the written Report. In any case, payment is to be received by Us and funds must be cleared in our account for the invoice to be deemed paid by You.

In ordering the property 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. If you fail to notify us of Your acceptance of this agreement and/or You do not cancel the requested inspection with more than one (1) full working days' notice, in writing, prior to the scheduled inspection time, then You agree that this document forms the agreement between You and Us and the inspection fee is due and payable.

If the inspection is postponed by Us, You will be notified in writing, and the inspection will be rescheduled in consultation with You, and/or the person providing access, at no additional cost to You. The Inspector reserves the right to reject any application at the Inspector's absolute discretion. If for any reason an Inspection that was booked and paid for by You is cancelled by Us, We agree to refund You in full any monies paid by You for the Inspection and Report, as is applicable under the agreement. Reports are issued by email. Reports for residential buildings are issued by close of business on the following business day after the inspection, Commercial building reports are issued within 2-3 business days, in most cases.

### **SCOPE OF BUILDING INSPECTION AND REPORT**

You should read and understand all Definitions of words used in this Agreement and the Report. This will help you understand what is involved in a building inspection, the difficulties faced by Inspectors and the contents of any Report provided to you following an Inspection. If You require any further clarification of the terms and conditions contained in this agreement, you should contact ASBIR before submitting the Booking Form or confirming the Inspection Agreement. By proceeding with the inspection, you acknowledge that you have read and understand the contents of this document.

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<b>Refer to Each Part of the Terms and Conditions below that applies to the specific inspection your require:</b>	
<b>PART A</b>	When all types of Building Inspections and Reports are ordered
<b>PART B</b>	<i>only</i> when a pre-purchase Timber Pest Inspection and Report is ordered
<b>PART C</b>	<i>only</i> when a pre-purchase Building Inspection and Report is ordered
<b>PARTS A, B, and C</b>	When both a pre-purchase Building Inspection and Report and a Timber Pest Inspection and Report are ordered.
<b>PART A &amp; PART D applies</b>	When a Building Stage Inspection and Report, Handover Inspection and Report, Maintenance Inspection and Report, Commercial Building Inspection and Report is ordered.
<b>Refer to the relevant Standards below for specific Inspections and Reports:</b>	
<b>AS 4349.1-2007</b>	Pre-purchase Building Inspection and Report – Residential buildings
<b>AS 4349.0-2007</b> General Requirements.	Inspection of new buildings i.e. Commercial pre-purchase Inspection and Report; Building Stage Inspection and Report; Handover Inspection and Report; Maintenance Inspection/End of Warranty Inspection and Report; Special Purpose Building Report.
<b>AS4349.1 – 2007</b> <b>Appendix C Building Elements &amp; Services and Appendix D Exclusions of items.</b>	Commercial pre-purchase Inspection and Report
<b>Guide to Standards &amp; Tolerances 2007.</b>	<b>BCA Building Codes of Australia 2010 Vol.1 (Class 1 and 10) &amp; Vol.2 (Class 2-9) applies</b> Building Commission Guide to Standards & Tolerances 2007.
<b>AS 4349.0-2007 – General Requirements</b>	Property Maintenance Inspection and Report; Commercial Building Inspection and Report; Dilapidation Report or Pre-Construction Condition Report;
<b>AS 4349.3-2010 – Part 3</b>	Pre-purchase Timber Pest Inspection and Report
<b>AS3660.1:2014 Termite management, Part 1: (New building work).</b>	Termite Management for Pre-construction (New Building Work)
<b>Prior to purchase Timber Pest Inspection Code of Practice</b>	Pre-purchase Timber Pest Inspections (termite inspections)

A copy of the *Standards with Appendices* may be obtained from Standards Australia [www.standards.com.au](http://www.standards.com.au)

A copy of the *Guide to Standards and Tolerances* may be obtained from [www.buildingcommission.com.au](http://www.buildingcommission.com.au)

A copy of *Prior to Purchase Timber Pest Inspection Code of Practice* may be obtained on the following link;  
[http://www.rapidsolutions.com.au/Documents/Codes-of-Practice/CoP\\_Prior\\_Purchase\\_Final\\_Draft\\_2012\\_02.pdf](http://www.rapidsolutions.com.au/Documents/Codes-of-Practice/CoP_Prior_Purchase_Final_Draft_2012_02.pdf)  
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In proceeding with an inspection booking, You agree that you have read and understand the contents of the relevant documents pertaining to the type of inspection You are engaging ASBIR to conduct.

**PART A – General**

Where the Report contains any clauses or provisions which contradict this document the clauses and provisions in this document will prevail.

1. 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:

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- a) Obtain a statement from the owner as to;
  - any Timber Pest activity or damage;
  - timber repairs or other repairs;
  - alterations or other problems to the property known to them;
  - any other work carried out to the property including Timber Pest treatments;
  - obtain copies of any paperwork issued and the details of all work carried out.
2. Indemnify the Inspector from any loss incurred by You relating to the items listed in clause a) above where no such statement is obtained. 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.
3. 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 the end of any cooling-off period, or a decision to purchase, or the contract becoming unconditional, or settlement. 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.
4. It is highly recommended that You obtain independent advice and/or inspections from suitably qualified Electrical, Plumbing Inspectors and reputable Pest Management Companies, prior to purchase or settlement.

**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. The Complaints Procedure as outlined in the Inspection Agreement will be adhered to and You agree t

**RELIANCE**

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

**UNDERSTANDING**

7. 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.
8. 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 and report prior to the inspection and report being carried out.
9. If You fail to sign or return a copy of this agreement to Us and do not cancel a booked inspection, then You agree that You have read and understand the contents of this agreement and that We will carry out the inspection on the basis of this agreement and that We can rely on this agreement.

**EXCLUSIVE USE / THIRD PARTIES**

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

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11. Only The Client may rely on the Report. The Report will be made solely for the use and benefit of The Client. No liability or responsibility, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third parties acting or relying on the report, in whole or in part will do so at their own risk.
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 unauthorized provision of the Report by the Client to a Person without Our express written permission.
14. The Report may not be relied upon if the contract for sale becomes binding more than 30 days after the date of initial inspection, in which case a re-inspection after this time is essential.

**DISCLAIMER OF LIABILITY TO THIRD PARTIES:** - We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You regarding the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of the Inspection Agreement and Inspection Report.

### **EXCLUSIONS – General**

Exclusion of Items from Inspection is in accordance with Appendix D of AS4349.1-2007. Estimating the cost of rectification of defects is not included in a standard property report. See definitions below for the Australian Standard.

### **DEFINITIONS – General**

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 Pre-purchase Building Inspection and Report and 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** or man hole - means a hole in the structure allowing entry to an area, usually the ceiling cavity.

**Active** - means the presence of live timber pests at the time of inspection.

**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.

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

**Inactive** - means the absence of live timber pests at the time of inspection but evidence such as workings, damage, mud tracks or exit holes etc. is found at the time of the inspection.

**Property** - means the respective inspection address including any structures, gardens, trees and 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.

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

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

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

**Our/Us/We** – means the company, partnership, or individual named as The Inspector in the inspection agreement that You have requested to carry out a timber pest or termite inspection and report, or other type of inspection and report.

**You/Your** - means the party identified as the Client on the inspection 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 – Pre-purchase Timber Pest Inspections**

#### **CODE OF PRACTICE**

*A Prior to Purchase Timber Pest Inspection Report (hereafter 'Report') is designed to assist potential property purchasers in making an informed purchase decision. For this reason, the Report must be obtained before a purchaser commits to the purchase. This Code of Practice is an initiative of the Australian Environmental Pest Managers' Association Ltd (AEPMA), and is intended to document quality industry practice by establishing benchmarks for the Timber Pest Inspection Industry. Australian Standard AS4349.3 sets a minimum standard for visual timber pest inspections as part of the building inspection group of standards. This Code of Practice delivers additional information to Clients to assist in their purchasing decisions. It establishes a benchmark of pest management industry practice for Prior to Purchase Timber Pest Inspection. The objective of this Code of Practice is two-fold. First, it aims to set an achievable outcome for the Timber Pest Inspectors seeking to fulfil the reasonable expectations of the Client. Second, it aims to inform Clients to ensure that realistic expectations are set.*

**Refer to link on Page 3 of the Inspection Agreement.**

#### **SCOPE OF THE INSPECTION AND REPORT**

Pre-purchase Timber Pest Inspections will be in accord with the requirements of Australian Standard **AS 4349.3-2010** Inspection of buildings **Part 3: Timber Pest inspections**. Any person who relies upon the contents of the report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

**NOTE: THIS IS A VISUAL INSPECTION ONLY in accord with the requirements of AS 4349.3 - Inspection of buildings Part 3: Timber Pest Inspections.** This visual inspection is limited to those areas and sections of the property to which reasonable access (See Section 2.0 Reasonable Access) was both available and permitted on the date and at the time of Inspection. The inspection WILL NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The Inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe.

The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests or damage which may only be revealed when the items are moved or removed. Inspection of fence lines and posts is restricted to those timbers above ground level and facing the property inspected. The inspection does not extend nor should comments be inferred in respect to timbers, palings, fence posts below ground level, or where timbers are obstructed by plant life or overgrowth or other materials which restrict or prevent physical bodily access. No inspection is inferred to areas of trees or external areas over 3.6 metres above the natural ground level. An Invasive Inspection will not be performed unless a separate contract is entered into. In the case of Strata type properties only the interior of the subject dwelling is inspected.

1. In the case of Termite Inspections, the inspection will be carried out in accord with AS 3660.2-2000 Termite management Part2: In and around existing buildings and structures.
2. Termite Inspections are not recommended for pre-purchase inspections. AS 3660.2-2000 states this and says that the standard that should be used is AS 4349.3-1998. However, if You request only a Pre-purchase Termite Inspection then the inspection will be in accord with AS 3660.2-2000 and not AS 4349.3-1998.

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3. 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.
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 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.
6. 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. 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.
7. 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. 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.
8. The Report will identify any evidence of a termite treatment found by the Inspector.
9. 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.
10. You agree to indemnify the Inspector from any loss incurred by The Client relating to the items listed in a) b) and c) above where no such statement is obtained.
11. In the case of Pre-purchase Timber Pest Inspections or 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 subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.
12. In the case of all Termite Inspections in accord with AS 3660.2-2000 inspections 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 dampwood 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.
13. In both cases 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 (*Hyloterpes bujulus* Linnaeus) are excluded from the Inspection and subsequent Report.
14. The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.

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15. **MOULD:** 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. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould will be carried out at the property and no report on the presence or absence of Mould will be provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the General Remarks section of this report. If Mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

### **SCOPE AND LIMITATIONS**

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 do 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.

16. 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.
17. 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.
18. The report is confined to the reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of dry seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date and at the time of inspection by visual inspection of those areas and sections of the property accessible to the Inspector. The inspection did not cover any other pests and this Report does not comment on them. Dry wood termites ("Family: KALOTERMITIDAE") and European House Borer (*Hylotrupes bujulus Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

### **DETERMINING EXTENT OF DAMAGE**

19. The Report will describe termite damage found as 'minor', 'moderate', or 'severe'. 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 assume that there may be some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required.
20. 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, 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.
21. You must obtain a statement from the owner about any termite activity, or 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.
22. 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 is strongly

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recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. If We are unable to provide an invasive inspection You should contact other Pest Management Companies to obtain further information and estimates for an invasive inspection. If We are able to provide such inspection, You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

***NOTE:** Where there is visual evidence of termite workings and/or damage noted, it is possible that termites may still be active in the immediate vicinity and the 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.*

**DEFINITIONS specific to a Timber Pest Inspection and Report**

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

**Timber Damage** – means timber that has been affected by the presence of Timber Pests.

**Minor Damage** – means damage that is surface damage only and does not appear to require any timber replacement or repairs to be carried out.

**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 does not exist, 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.

**Site** – 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 350 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.

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

**Safe and reasonable access** - means access to areas as defined in **AS 4349.3–2010**, 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.

**SAFE AND REASONABLE ACCESS:** Access to areas as defined in **AS 4349.3–2010**, which defines reasonable access as access to "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table 1.1 below;

<b>Table 1.1 – Reasonable Access</b>			
<b>Area</b>	<b>Access hole</b>	<b>Crawl space</b>	<b>Height</b>
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	



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Roof Exterior	--	--	Accessible from 3.6m ladder
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**DISCLAIMER OF LIABILITY:** -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

**PART C – Pre-Purchase Building Inspections and Reports**

**SCOPE OF THE INSPECTION AND 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 50 metres of the building and within the site boundaries including fences, of the property being purchased.

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.

**CRACKING OF BUILDING ELEMENTS:** -- If Cracking of Building Elements is noted in the Report the Client will consult a Structural Engineer. Refer to Appendix E of AS4349.1-2007. The use of cracking of building elements as an indicator of structural performance can be problematic. Where any cracking is present in a building element, that cracking may be the result of one or more of a range of factors and that the significance of cracking may vary. **IMPORTANT:** If cracks have been identified in the Report, then it is recommended that a Structural Engineer is consulted to determine the the significance of the cracking prior to a decision to purchase or settlement. Regardless of the appearance of cracks a Pre-Purchase Building Inspector carrying out a Pre-purchase Inspection within the scope of a visual inspection is unable to determine the expected consequences of the cracks.

Obtaining information regarding: (a) The nature of the foundation material on which the building is resting, (b) The design of the footings, (c) The site landscape, (d) The history of the cracks and (e) Carrying out an invasive inspection, all fall outside the scope of the Pre-Purchase Inspection. However the items above are valuable, in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the inspection may have the potential to develop over time into Structural problems for the Home Owner resulting in major expensive rectification work having to be carried out. In the case of new homes, the building should generally be covered for structural problems for six (6) years under the builder's insurance.

**ACCEPTANCE CRITERIA**

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. It follows that the building to be inspected may not comply with Australian Standards, Building Regulations, and the like applicable at time of inspection. It is assumed that the existing use of the building will continue.

**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. 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 inspection. The inspector shall include only accessible areas in his inspection and areas that are within the inspector's line of sight and close enough to enable reasonable inspection. See Access Table for dimensions for reasonable access. Areas where reasonable entry is denied to the Inspector, or where safe and

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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 or reasonable entry and access.

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.

7. 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.

8. 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. Insulation in the roof space may conceal the ceiling timbers and/or restrict inspection of the roof area or make the area unsafe.

9. 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.
10. The Building Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS4349.3-2010 Timber Pest Inspections, by a fully licensed Timber Pest Inspector.
11. If visible Timber Pest Damage is found then it will be reported, where a Timber Pest Inspection has been ordered.

**ASBESTOS DISCLAIMER: No inspection for asbestos will be carried out at the property and no report on the presence or absence of asbestos will be provided. The Australian Standard excludes asbestos and We are not required to report on the presence or absence of asbestos.** 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.

**Important Note:** Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains asbestos materials. Even buildings built after this date up until the early 90's may contain some asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to the early nineties you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. If asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal. Breaking, drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert before drilling, cutting or removing any product which may contain asbestos. In any case, whether or not asbestos is noted as being present in the property You should understand that asbestos or materials containing asbestos may be present in the property, and that it is Your responsibility to obtain further advice from an qualified and licensed asbestos expert, and to have any relevant testing carried out and to obtain any relative report/s, and you should also seek advice from your solicitor in regards to this If necessary, and You agree to do so prior to purchase or settlement, and before the contract becomes unconditional.

**MAGNESITE FLOORING DISCLAIMER:** No inspection for magnesite flooring will be 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.

**ESTIMATING DISCLAIMER:** We do not generally provide estimates for rectification of any defects/damage to an inspected property. If any estimates are provided in the Report or verbally, these 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. Such estimates are NOT a guarantee or quotation for work to be carried out. The Inspector accepts no liability for any estimates provided throughout the report, or verbally. Where they occur you agree to obtain and rely on independent quotations for the same work and to obtain such estimates as required, prior to purchase or settlement.

**ALL SUBURBS BUILDING INSPECTIONS AND REPORTS  
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12. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI:** No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
13. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.
14. 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.
15. **TIMBER STRUCTURES:** Where any External Timber Walls and Timber Structures exist on the property the client will arrange; annual inspections of the wall or structure by an engineer, or other suitably qualified person to; obtain a detailed analysis of the construction and current structural stability of the wall or structure; and, to ensure any maintenance that may become necessary is identified and carried out; If people will use the wall or structure for any purpose then care is taken that it is not overloaded. **Definition of External Timber Walls and Structures means:** decks, verandas, pergolas, balconies, handrails, stairs, retaining walls, children's play equipment, fences, garages, carports, sheds, gazebos, outbuildings, and so forth.
16. The Client shall consult a Structural Engineer if there is any Cracking to Building Elements noted in the Report. Appendix E AS4349.1-2007 deals with Cracking of Building Elements, and categorizes cracks in masonry walls.
17. 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.
18. The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue, be it residential, commercial or other. 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.
19. 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
20. You indemnify the Inspector from any loss incurred by You relating to the items listed in clause a) above where no such statement is obtained.
21. 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 obtains an inspection of common areas prior to any decision to purchase.

22. 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.
23. You agree that We cannot accept any liability for Our failure to report a defect that was concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects.
24. 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, or

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the contract being deemed 'unconditional'. 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.

25. 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

26. In the event of any complaint by You or any dispute or claim arising out of, or relating to the inspection or report, or any alleged negligent act or omission by The Inspector, You must give Us written Notice, as soon as possible after the alleged issue is noticed, and You must allow Us, which includes any person or persons nominated by Us, to visit the property within twenty-eight (28) days of such Notice being received by Us, and must allow Us full access to the property, in order for Us to fully investigate the complaint. We will provide You with a written response to Your complaint within twenty-eight (28) days of the date of this onsite inspection.

If You are not satisfied with Our response, and the dispute or claim is not resolved within a further twenty-eight (28) days of You receiving this written response from Us, You must refer the matter to the Queensland Building and Construction Commission (QBCC), and submit a formal complaint by way of a "*Residential and Commercial Construction Work Complaint Form*". The QBCC will then further investigate the complaint and make a ruling based on their opinion and findings. Both The Client and The Inspector are entitled to be present at any inspections carried out by the QBCC, or other regulatory body, as a result of the complaint; and both parties shall receive copies of any subsequent report/s or findings.

If either party feel that the decision the QBCC have made is incorrect, they can request to have it reviewed independently through the QBCC's Internal Review Unit, or through the Queensland Civil and Administrative Tribunal (QCAT). Any costs involved in a QBCC Internal Review or QCAT hearing will be borne equally between You and Us.

In the event that You do not fully comply with the Complaints Procedure as outlined above and any litigation or claim is started against Us as a result of the Inspection or the Report, You agree to indemnify Us against any awards, legal fees and expenses or costs incurred by You, for any loss, damage, cost or expense, whatsoever, and You further agree to pay for any expenses or costs incurred by Us in having your litigation or claim postponed or adjourned to permit necessary time for the forgoing Complaints Procedure to be completed. In any case, you agree that You will not start any litigation or court proceedings against Us and that You will follow the foregoing complaints procedure, as outlined.

### THIRD PARTY DISCLAIMER

27. We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the person/s whose name appears on the face page of the Inspection Agreement and the Report as The Client.

### EXCLUSIVE USE and the Prohibition on the Provision or Sale of the Report

28. Only The Client may rely on the Report. The Report will be made solely for the use and benefit of The Client. No liability or responsibility, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third parties acting or relying on the report, in whole or in part will do so at their own risk. The Report may not be relied upon if the contract for sale becomes binding more than 30 days after the date of initial inspection, in which case a re-inspection after this time is essential.

The Report may not be sold or transferred by You to any other Person without Our express written permission, unless You are 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

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comply with this clause. However, we may sell or provide the Report to any other Person at our discretion, however there is no obligation for Us to do so. In any case, the only person who may rely on the Report is the person named as 'The Client' in the Inspection Agreement and the face page of the Report.

29. You release Us from all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of whatever nature that may at any time hereafter arise from the unauthorised provision or sale of the Report by You to another person. You indemnify Us in respect of any and all liability, 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.
30. You may however in some instances forward the Report to such relevant party or parties, as is applicable to the type of inspection and report ordered, such as with a Handover Inspection Report where the Summary of Findings or defect list is required by the builder, in order for rectification works to be undertaken. Under some circumstances we will send such defect list to a builder, or other relevant parties, as required or requested by The Client.

### EXCLUSIONS

31. The Client acknowledges;
  1. The Report will not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special Purpose Report by relevant specialists; (see below).
  2. The Report will not include the inspection and assessment of items or matters that do not fall within the Building Consultant or Inspector's direct expertise.
  3. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future. The Report is not all-encompassing in respect to identifying problems within every aspect of the property.

The Client acknowledges that this Report excludes inspection of, and specifically does not cover or deal with the following:

- (i) Any individual Minor Defect.
- (ii) Solving of issues or providing of estimates or quotations for any rectification or repair work.
- (iii) The structural design or adequacy of any element of construction.
- (iv) The installation or operation of fireplaces and chimneys/flues or similar.
- (v) Any services or plant associated with services including building, electrical or mechanical, engineering (electronic), fire and smoke detection, water, sewerage, septic systems, grey water systems, Solar, Lighting or energy efficiency etc.
- (vi) Any swimming pools and associated pool fencing, or pool filtration systems, associated pool equipment or spa baths and spa equipment etc..
- (vii) Any appliances such as dishwashers, garbage disposal units, ovens, stoves, range hoods, and ducted vacuum systems etc.
- (viii) A review of occupational, health or safety issues such as asbestos content, the provision of safety glass, safety rails, or the use of lead based paints;
- (ix) A review of environmental or health or biological risks such as toxic mould;
- (x) Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xi) Whether the ground on which the building stands has been filled, is liable to subside, expand or contract, is subject to landslides or tidal inundation, or if it is prone to flooding; and
- (xii) In the case of strata and company title properties, the inspection of common property areas or strata/company records.

Any of the above matters may be the subject of a report by relevant specialist/s, the Client indemnifies the inspector in respect to the abovementioned and agrees to make independent inquiries and undertake further investigations in relation to any or all of these by appropriately qualified consultant/s or relevant specialists, as necessary.

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## INSURANCES

32. It is understood that The Inspector is covered by Professional Indemnity and Public Liability Insurance, or such as is required by the governing body, being the Queensland Building and Construction Commission (QBCC) at time of the inspection.

## DEFINITIONS specific to a Building Inspection and Report

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 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) or manhole** - 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 organization 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 a document and any attachments containing advice about the Property and issued to You by Us following Our inspection of the Property. Note: Though a written report will always be issued, the 'Report' may also refer to a verbal report.

**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** – is interpreted to mean areas that are safe and unobstructed. 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:

"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."

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.

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**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/The Inspector/ASBIR** - means the company, partnership, trust or individual named on the report, its agents, or employees that You have requested to carry out the property inspection and Report.

**You/Your/The Purchaser/The Client** - 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.

**PART D - Scope and Limitations, Purpose and the Acceptance Criteria for inspection for NEW CONSTRUCTION BUILDING INSPECTIONS AND REPORTS including; Building Stage Inspection and Report; Handover Inspection and Report, Building Defects Inspection & Report, Maintenance Inspection or End of Building Warranty Inspection and Report; Commercial Building Inspection and Report;**

**SCOPE AND LIMITATIONS FOR RESIDENTIAL BUILDINGS UNDER CONSTRUCTION AND COMPLETED RESIDENTIAL BUILDING INSPECTIONS AND THE REPORT:**

The inspection is based on a visual assessment of the property to identify any major defects, the incidence of minor defects, and safety hazards associated with the property, and to form an opinion regarding the general condition of the property at the time of inspection, for the relevant inspection as ordered by The Client and agreed in the Inspection Agreement. It is The Client's responsibility to arrange access to the property with the builder/site manager, property manager, tenant, and/or other person/s responsible for providing entry for the purpose of The Inspector carrying out the inspection. The inspection and reporting will include any accessible parts of the property, according to the type of inspection being inspected. The inspection will be carried out in accordance with AS4349.0-2007. Exclusion of Items from Inspection is in accordance with Appendix D of AS4349.1-2007. The report is a reasonable attempt to assess the quality of the work and to identify any obvious or significant defects apparent at the time of the inspection. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. If Cracking of Building Elements is noted in the Report or you require any advice of a structural nature You will consult the builder, and a Structural Engineer as necessary. Refer to Appendix E of AS4349.1-2007. The Client is responsible for the signing of any documents relating to the construction or handover of the property. The Client shall obtain any relevant notices and certificates relating to the subject building from the builder or certifier for the completion of the property, as required by relevant building legislation.

**Limitations:**

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. These may include; any sections/areas of the building that were obstructed at time of inspection by; contractors, goods, materials, vehicles etc. in, on or against section/areas of the building belonging to the builder, contractors, owner, and/or other parties. The inspection will not include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector will not dig, gouge, force or perform any other invasive procedures.

**Purpose:**

The purpose of the inspection is to provide advice to the Client or owner of a residential dwelling which is under construction, or a recently completed residential dwelling, regarding the condition of the property at the time of inspection. The visual inspection will identify significant building defects, minor defects, incomplete work, omissions, safety hazards and/or maintenance issues, so that The Client may provide a written report or defect list to the builder or relevant

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person/s, so as to facilitate rectification of any defects. The inspection shall include specific requirements or conditions requested by the client, and agreed upon, in the Inspection Agreement. The Report is for the Client's purpose only.

### **Acceptance Criteria:**

The building stages of a building under construction (as is applicable), shall be assessed for correct and acceptable workmanship and materials used at the time of construction, in accordance with the current accepted practice and industry standard. The completed building shall be assessed visually for quality of workmanship of finishes in accordance with the current accepted industry standard and acceptable tolerances. The relevant elements of the building shall be assessed in accordance with the Scope of the Inspection, and relevant building codes and standards. Defects in workmanship and incomplete work shall be noted in a written report. Based on his opinion at time of inspection, the inspector may compare the completed building to other new buildings of similar type and construction that have been well constructed.

### **SCOPE AND LIMITATIONS OF A MAINTENANCE INSPECTION AND THE REPORT:**

The inspection will be carried out in accordance with AS4349.0-2007. The inspection is based on a visual assessment of the property to identify any major defects, the incidence of minor defects, and safety hazards associated with the property, and to form an opinion regarding the general condition of the property at the time of inspection, for the relevant inspection as ordered and agreed in the Inspection Agreement. The inspection and reporting will include; the interior, the building exterior, the roof exterior, the roof void, the sub floor (as is applicable), any accessible parts of the site; and any relevant features which pertain to the type of property being inspected.

### **Purpose of a Maintenance Inspection:**

The purpose of the inspection is to identify defects and/or other problems in areas of the building, which require maintenance in order to keep the building well maintained, so that the owner may rectify, or have rectified any defects and maintenance issues, in order to keep the building well maintained.

### **Acceptance Criteria – Maintenance Inspection:**

The purpose of the inspection is to provide advice to the client/owner regarding the condition of the property at the time of inspection. The inspection shall be as outlined in The Scope of the Inspection and the Report. The building shall be assessed visually for building defects and any items which are considered to require maintenance and/or rectification in order to keep the property well maintained. The building shall be assessed in accordance with the current industry standard. Based on his opinion at time of inspection, the inspector shall compare building to other similar buildings that have been well reasonably well maintained.

The Report is for the Client's purpose only, however, in the case where the building is covered by builders' warranty, such as in a 'defect liability period', the report should be provided to the builder or relevant party, and you understand that it is Your responsibility to do this before the expiration of such warranty. If such inspection is required by You, you understand it is Your responsibility to order the inspection and report from Us, in writing, at least one-month prior to expiry of the warranty period, so as to allow sufficient time for Us to complete the inspection and report, and it is Your responsibility to provide the subsequent report to any relevant parties, prior to expiry of the warranty period, or as further specified in the building contract. You agree to pay for the inspection and report per our standard payment terms, which is, payment prior to the inspection being conducted by Us and the report being received by You. If the report has been pre-paid by You as part of any previous inspection but was not ordered by You in writing as outlined above, and the inspection was therefore not carried out by Us prior to the expiry date of the warranty period, a full refund of the inspection fee will be made and You will not hold Us responsible for any costs incurred by you for rectification of any defects which You are not entitled to have rectified by the builder under any such warranty, due to Your late notice to Us, or the non-provision of a defect list to the builder by You, within the specified time. In any case, the responsibility for booking this inspection and providing or arranging access to the property for the inspector to carry out the maintenance inspection, are and remain that of the Client.

### **SCOPE AND LIMITATIONS OF COMMERCIAL BUILDING INSPECTION AND THE REPORT:**

The inspection will be carried out in accordance with AS4349.0-2007 – General Requirements. The inspection is based on a visual assessment of the property to identify any major defects, the incidence of minor defects, and safety hazards associated with the property, and to form an opinion regarding the general condition of the property at the time of inspection, as agreed in the Inspection Agreement.

The building elements to be inspected will be in accordance with AS4339.1 – Appendix C; which comprises inspection and reporting of; any accessible areas of the interior, the roof void, the building exterior, the roof exterior, the sub floor or basement, outbuildings; and any relevant features (as is applicable), which pertain to building being inspected. Exclusion of Items from Inspection is in accordance with Appendix D of AS4349.1-2007. If Cracking of Building Elements is noted in the Report the Client shall consult a Structural Engineer. Refer to Appendix E of AS4349.1-2007.



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Estimating the cost of rectification of defects is not included in a standard property report, unless expressly requested by You and agreed by Us in writing. You understand that any estimates provided by Us are not an actual quote for repairs or rectification works, and you agree to obtain estimates from relevant contractors and/or suppliers, and follow any recommendations made in the report, prior to a decision to purchase or settlement. Inspection for Timber Pests is not standardly included in the commercial building inspection.

### **Purpose of Commercial Building Inspection:**

The purpose of the inspection is to identify visible defects and/or maintenance items, in areas of the building which require rectification and/or maintenance.

### **Acceptance Criteria – Commercial Building Inspection:**

The inspection shall be in accordance with the current accepted practice and industry standards as outlined in The Scope of the Inspection and the Report. The building shall be assessed visually for defects and any other items which are considered to need rectification and/or maintenance. Based on his opinion at time of inspection, the inspector shall compare the overall condition of the building to other similar buildings that have been well reasonably well maintained.

### **DEFINITIONS specific to New Construction 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 or per the Australian Standard.

**Accessible area** - means an area of the site where sufficient safe and reasonable access is available to allow 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.

**Handover** – means the moment the builder 'hands over' the keys and the owner officially takes possession of the property.

**Inspector** - means the person or organization 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.

**Manhole (cover) or Access hole** - means an opening in the structure to allow for safe entry to carry out an inspection.

**Property** - means the structure to be inspected and the site upon which it stands to within 30 metres of the dwelling.

**Practical Completion** – means the stage of construction when contract works are considered completed and the building is considered reasonably fit for habitation. There may be some minor defects and incomplete work outstanding.

**Report** - means a document and any attachments containing advice about the condition of the Property and issued to You by Us following Our inspection of the Property. Note: Though a written report will always be issued by email, the 'Report' may also refer to a verbal report.

**Structural Inspection means** - the inspection shall comprise visual assessment of accessible areas of the Property to identify major visible defects to the building structure and to form an opinion regarding the general condition of the structure of the property. **Note:** If cracking to masonry building elements is noted in the Report a Structural Engineer must be consulted.

**Safe and Reasonable Access** – is interpreted to mean areas that are safe and unobstructed. Does not include the use of destructive or invasive inspection methods or moving of building materials, stored goods, furniture, vehicles etc.

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

"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**

**ALL SUBURBS BUILDING INSPECTIONS AND REPORTS  
INSPECTION AGREEMENT**

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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. Subfloor & slab areas sprayed with chemicals will not be inspected unless it is considered safe to do so.

**Our/Us/We/The Inspector/ASBIR** - means the business, company, partnership, trust or individual named on the report, its agents, or employees that You have requested to carry out the property inspection and Report.

**You/Your/Purchaser/The Client** - means the party identified on the face page of this agreement and the Inspection Report as The Client, and where more than one party all such parties jointly and severally, together with any agent of that party.

**UNDERSTANDING**

You agree that in accepting the Term & Conditions of this agreement You have read and understand the contents of this Inspection Agreement and that the inspection and report will be carried out in accordance with this document.

As the Client or person who ordered an inspection from ASBIR you will automatically be subscribed to our email newsletter and your contact details placed on our database. You are free to unsubscribe from the newsletter and/or ask for your contact details to be removed from our database at any time. If you do not wish for your name and contact details to remain in our mailing list you should notify Us in writing. Once we receive such notification, we will remove your details from our mailing list, per your request.

You shall contact ASBIR for information and/or clarification if You are unsure about, or do not understand anything contained in this Inspection Agreement, *prior* to the commencement of the inspection. You may contact Us by phone, email, or in person and ask Us to explain and clarify any queries You may have to your satisfaction.

**END OF TERMS & CONDITIONS**