

Visual Building Inspection Report

To comply with Australian Standard AS4349.1-2007

2.0 FEE & INSPECTION AGREEMENT

This agreement forms part of this Pre-Purchase Inspection Building Report.

(Offer & Acceptance, Form of Valuable Consideration and Instructions applies here.)

(Definition: Offer and Acceptance; analysis is a traditional approach in contract law used to determine whether an agreement exists between two parties. Agreement consists of an offer by an indication of one person (the "offeror") to another (the "offeree") of the offeror's willingness to enter into a contract on certain terms without further negotiations. A contract is said to come into existence when acceptance of an offer (agreement to the terms in it) has been communicated to the offeror by the offeree and there has been consideration bargained-for induced by promises or a promise, associated costs and performance.)

(Definition: Valuable Consideration; it is very important that the Purchaser has had time to consider and deliberate what it is you, the inspector, is about to carry out for them as per their instructions. The benefit of carrying out this inspection is confirmed for example if Credit Card details are provided or an agreement is entered into for payment prior or on delivery of the inspection reports.)

(Definition: Instructions; the purchaser has given verbal or written directions to carry out this pre purchase building inspection on their behalf. At times it is very difficult to obtain written directions if the inspection and report is to be carried out the same day as ordered.)

YOU AGREE TO THE FOLLOWING CONDITIONS & THE INSPECTION TYPE ORDERED BY YOU: VISUAL BUILDING INSPECTION & REPORT

This inspection will be carried out in compliance with AS4349.1-2007 except for Strata Units or properties where the inspection will be according with Appendix B of AS4349.1-2007.

Inspection Agreement - Individual title property

AS 4349.1 - 2007 requires that an inspection agreement be entered into between the inspector & the client prior to the conduct of the inspection. This agreement sets out specific limitations on the scope of the inspection and on limits that apply in carrying it out. Where specific State or Territory requirements apply in addition to the scope of work in this agreement, or where the inspector and client agree to additional matters being covered, that additional scope is listed at the end of this agreement. It is assumed that the existing use of the building will continue.

Purpose of Inspection

The purpose of the inspection is to provide advice to a prospective purchaser or other interested party regarding the condition of the property on the date and at the time of the inspection. This report should only be read in its entirety for the purpose of allowing the potential purchaser to make an informed decision prior to this inspected properties purchase as well as to potentially resolve any unknown issues. The advice is limited to the reporting of the condition of the Building Elements in accord with Appendix B or C AS4349.1-2007 (Appendix B for Strata or Company Title and Appendix C for other residential buildings).

Important Information and Disclaimer

Any person who relies upon the contents of this report does so acknowledging that the following clauses both below and at the end of this report. These define the Scope and Limitations of the inspection and form an integral part of the report. Before you decide to purchase this property you should read and understand all of the information contained herein. It will help explain what is involved in a Residential Pre-Purchase Building

Important Information and Disclaimer *continued*

Inspection Report, the difficulties faced by an inspector and why it is not possible to guarantee that a property is free of defects, latent or otherwise. This information forms an integral part of the report. If there is anything contained within this report that is not clear or you have difficulty understanding, please contact the inspector prior to acting on this report.

The extent and thoroughness of this inspection has been limited by our reading of what was reasonable by way of time, intrusion and risk of doing physical damage to the property being inspected. We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect. We DO NOT & WILL NOT inspect inside of walls, between floors, inside flat roofing, inside any eave areas, behind any stored goods in cupboards, behind heavy furnishings and other areas that are obstructed at our inspection.

Identification of hazardous materials or situations that may be in the building or on or near the property is outside the scope of this inspection. This 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.

This report does not include the identification of unauthorised building work or of work not compliant with building regulations. With respect to minor defects, the inspection is limited to reporting on their overall extent.

It is not intended to detail each and every individual minor defect or imperfection. This service is provided on an independent professional basis.

It seeks to present a factual, unbiased and balanced assessment. We have no financial interest in any work that may be recommended or in any share of commission if the property is sold.

Scope of Inspection

The inspection comprised a visual assessment of the property to identify major defects and safety hazards, and to form an opinion regarding the general condition of the property at the time of inspection. An estimate of the cost of rectification of defects is outside the scope of the Standard and therefore does not form part of this report. Should you require any costing's you should seek further advice from a licensed builder.

AS 4349.1 - 2007 requires that the basis for comparison is a building of similar age and similar type to the subject building and which is in reasonable condition, having been adequately maintained over the life of the building. This means that building being inspected may not comply with Australian Standards, building regulations or specific state or territory requirements applicable at the time of the inspection.

What is reported on:

- The inspection includes subjective appraisal by an inspector competent to assess the condition of residential buildings. It involves a subjective assessment so different inspectors or even the same inspector on a different occasion may reach different conclusions
- The inspection comprises a visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection.
- The following areas shall be inspected where applicable:
 - The interior of the building: ceilings; walls; floors; doors & frames; kitchen; bathroom; WC; ensuite; laundry; stairs & damp problems
 - The exterior of the building: walls (including lintels, claddings, doors & windows); timber or steel frames & structures; chimneys; stairs; balconies, verandas, patios, decks, suspended concrete floors, balustrades
 - The roof exterior: roof (including tiles, shingles & slates, roof sheeting, gables, flashings); skylights, vents, flues; valleys; guttering; downpipes; eaves, fascias and barges
 - The roof space: roof covering; roof framing; sarking; party walls; insulation
 - The sub-floor space: timber floor (including supports, floor, ventilation, drainage, damp); suspended concrete floors
 - The property within 30m of the house and within the boundaries of the site: car accommodation, detached laundry, ablution facilities and garden sheds; retaining walls (where supporting other structures and landscaping retaining walls > 700mm high); paths & driveways; steps; fencing (excluding swimming pool fences) ; surface water (drainage effectiveness).
 - Where a Strata Title property is to be inspected, then we will only inspect the strata unit's interior and the unit's immediate exterior to be inspected as detailed in Appendix B in AS4349.1-2007. A full Strata Report must be obtained for all of the common areas before you make an informed decision to purchase the Unit. A copy of Appendix B can be provided upon request.

What is NOT reported on:

- general exclusions detailed in the standard AS 4349.1 - 2007
- Parts of a building that are under construction
- The inspection is not intended to include rigorous assessment of all building elements in a property
- Defects that would only be apparent under particular weather conditions or when using particular fittings & fixtures
- Defects not apparent due to occupancy or occupancy behaviour eg non use of a leaking shower
- The inspection 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
- Unauthorised building work or of work not compliant with building regulations
- Title and ownership matters, matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters

- Estimation of the cost of rectification of specific defects.
- This Inspection will not cover or report the items listed in Appendix D to AS4349.1-2007. A copy of Appendix D can be provided upon request.
- Specifics excluded by the standard AS 4349.1 - 2007 Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communication and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings except external protective coatings, health hazards e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators), soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings or sidings, landscaping, rubbish, floor cover, furniture and accessories, stored items, insulation, environmental matters e.g. BASIX, water tanks, BCA environmental provisions, energy efficiency, lighting efficiency.
- **No inspection will be carried out for Asbestos.** (This is out of our area of expertise, unless otherwise stated)
- **No inspection will be carried out for Magnesite.** (This is out of our area of expertise, unless otherwise stated)
- **No inspection will be made for Mould.** We only report on the incidence of mould found in the dwelling and do not identify type/s of mould strains. This is out of our area of expertise.
- Regarding asbestos, mould and magnesite identification, to clarify we do 'identify' or signal these in the building reports when they are found. However, as there are, for example over 3000 different asbestos containing products and also for example many different types of life threatening moulds, when 'signalled' these may then be referred to a specialist for sampling and identification. There are consultants specialising in these tests. In the case of asbestos we are able to identify most building sheet products. Extra tests may only be recommended if new owners are planning to renovate. Extreme cases of mould are rare.
- **No inspection will be made for Solar Power Panels.** (This is out of our area of expertise, unless otherwise stated)

Special Requirements

It is acknowledged that there are no special requirements placed on this inspection that are outside the scope of the above mentioned Australian Standard.

Limitations

This report is limited to a visual inspection of areas where safe and reasonable access is available and access permitted on the date and at the time of inspection. 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. It does not purport to be geological as to foundation integrity or soil conditions, engineering as to structural, nor does it cover the condition of electrical, plumbing, gas or motorised appliances. It is strongly recommended that an appropriately qualified contractor check these services prior to purchase. As a matter of course, and in the interests of safety, all prospective purchasers should have an electrical report carried out by a suitably qualified contractor.

This report is limited to (unless otherwise noted) the main structure on the site and any other building, structure or outbuilding within 30m of the main structure and within the site boundaries including fences.

Obstruction and Limitation

When a property is occupied we bring your attention to be aware that furnishings and other belongings may conceal evidence of other issues which can only be discovered if and when these items are moved or removed and or after this inspected property has been vacated.

Limitations to this Inspection are noted below and how these limitations may affect the Inspection are:

In general, any stored or scattered goods, stored boxes, parked cars, bikes, boats, trailers, A/C unit's and their ducting and any external covering foliage, plants, vines, stored fire wood and timbers, vines clinging to external wall surfaces, trees covering areas will hinder our inspection to the areas clearly stated within the body of this report. b

Safe and Reasonable Access

Safe and reasonable access will only be achieved to the property being inspected to the areas of, The Exterior, The Site, The Boundaries, The Roof Exterior (subject to height & weather restrictions) The Interior, The Interior of The Roof Space and within the Sub Floor areas (if applicable) only.

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 also determine whether sufficient space is available to allow safe access.

Only areas to which safe and reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances specified below are available, or where these clearances are not available, areas within the inspector'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 it include cutting or making access traps or moving heavy furniture, floor coverings or stored goods.

If sub-floor areas appear to have been recently sprayed with any Chemical Treatments these areas should not be inspected unless it is safe.

Dimensions for Reasonable Access

Area	Access Panel	Crawl space	Accessible Height
Roof Space:	400mm x 500mm	Minimum of 600mm x 600mm	From a 3.6m ladder off a level platform and only if it is safe to do so
Roof Exterior:			From a 3.6m ladder only and off a safe level ground surface
Subfloor:	Subject to inspectors discretion as to safe and reasonable access	Subject to inspectors discretion as to safe and reasonable access	Subject to inspectors discretion as to safe and reasonable access

Invasive Inspections

The Inspector will not conduct any invasive inspections. (Written instructions must be provided for any invasive inspections required now or in the future as the Inspector will not cut, break apart, dismantle or remove any objects of roofing, wall or ceiling linings, A/C ducting, foliage, roof insulation, floor or wall coverings, fixtures, furnishings or any personal belongings currently in place.)

The Inspector will advise you should there be need to carry out an Invasive Inspection to the property that they inspected. In the event an Invasive Inspection should be required, then you should NOT agree to anything until this Invasive Inspection has been completed and reported on.

Additional Inspections

It is highly recommended that a full Timber Pest Inspection carried out in compliance with AS4349.3-2010.

When and if Timber Pest Damage is found, it will be reported. We will only report on the visible damage at the time of this inspection.

We will at times recommend other types of inspections that are out of our areas of expertise during our inspection reporting process.

Recording of defects

Other photos not shown in this report may have been taken of this property indicating the inspector's observations on the day in relation to any excessive foliage growth, damaged retaining walls, pool areas, areas that are not part of this inspection, termite matters, hindered access areas and of any other issues not covered.

Periods and events outside Inspection

This report does not advise on events or any further damage occurring to the property post the inspector departing the property. We are responsible for observations made at the time of the inspection only, and cannot speculate on events either side of the inspection date or events that unduly influence observations. In the case of wet areas such as bathroom, if the property has been vacant over an extended period and the wet areas unused it cannot be accurately determined if these areas are leaking or not.

Disputes or Claims

If an issue, pending dispute or a claim arises out of this inspection and report then each party must give written notice to each of the parties within 28 days. Disputes will then be handled by an independent mediator or arbitrator. Each party will pay their own costs.

Third Party Loss

We will not be liable for any third party loss or damage suffered by any Person other than you in connection with the Inspection Reports use. We are released from any claims or further actions, damages or loss whatsoever if this report is to be used by another person or entity without our written permission to do so.

Acknowledgement

I agree to contact the Inspector once I have read the report or the Inspector will contact me.

We invite you to contact the inspector shown on the last page of this report so any implications or unresolved issues can be explained. The inspector can only advise on areas within their area of expertise. Any unexplained areas you agree to research yourself prior to making any further decision to purchase this property.

You the Purchaser need to have any misunderstood issue fully explained to you prior to making any decision in purchasing this as inspected property. Your Conveyancer is not adequately qualified to explain any issues to you, you must contact the Inspector shown on the last page of this report.

- **AGREEMENT:** I have read and understand and agree to associates Fees and the Pre Purchase Inspection I am about to have carried out on my behalf by the company shown on the front of this agreement.
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Signed..... Full Name..... Dated.....

THIS AGREEMENT IS TO BE SIGNED AND RETURNED TO THE INSPECTOR