

## Building Inspection Agreement

**Client:**

**Address:**

**State: NSW Post Code:**

**Phone: Fax: Mobile: Email:**

**Purchaser:**

**Vendor:** (if known)

**Re property to be inspected at:**

**State: NSW Post Code:**

**Date of proposed inspection:**

**Type of proposed inspection ordered by You: Residential Property Pre-Purchase Inspection**

To avoid any misunderstanding as to the type of inspection We will carry out and the scope of the resulting report You should immediately read, sign and return the white copy of this agreement to Us. If You fail to return the signed copy to Us and do not cancel the requested inspection then You agree that this document forms the agreement between You and Us. We will carry out the inspection and report ordered by You in accordance with this agreement and You agree to pay for the inspection and the report on delivery of the report.

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

### **SCOPE OF THE INSPECTION & THE REPORT:**

1. Standards Australia has only written two of five Inspection of building Standards. Therefore, as a result, all the inspections will be carried out in accordance with AS 4349.1-1995 with the exception of TABLE 1 REASONABLE ACCESS. The Access Table to be used will be that shown in Clause 20 Definitions on page 3. This table is TABLE 1.1 REASONABLE ACCESS from AS 4349.3-1998 and is a later table than the one in AS 4349.1-1995.
2. A copy of these two Standards may be obtained from RAPID Solutions at Your cost by phoning (02) 4954 3655 or from Standards Australia.
3. All inspections will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access (Clause 20 Definitions page 3) is both available and permitted on the date and time of the inspection.
4. 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.
5. 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 and sisalation in the roof void will conceal timbers and may make inspection of the area unsafe for the inspector. 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.

6. The inspection WILL NOT report on the presence or not of Timber Pest activity. You should have an inspection carried out in accordance with AS 4349.3-1998 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector.
7. If Timber Pest damage is found then it will be reported. The inspector will only then report on the damage which is readily visible. There may be concealed damage in walls etc and We strongly recommend You arrange for Us to carry out an invasive inspection to discover the full extent of the damage. If any evidence of Timber Pest damage is reported then Timber Pest activity may also be present. It is very important that You have an AS 4349.3-1998 Timber Pest Inspection carried out by a fully qualified, licensed and insured Timber Pest Inspector.
8. **ASBESTOS: “No inspection for asbestos will be carried out at the property and no report on the presence or absence of asbestos will be provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the general remarks section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even building built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 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. 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.”
9. **MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non wood decay fungi is commonly known as Mould. 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.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the general remarks section of the report. If Mould is noted as present within the property or if you notice Mould 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
10. **ESTIMATING DISCLAIMER:** Any estimates provided in the report 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. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.
11. 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. In some cases 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, timber repairs or other repairs, alterations or other problems to the property known to them and what, if any, other work has been carried out to the property including Timber Pest treatments. It is important to obtain copies of any paperwork issued and the details of all work carried out. Ideally the information obtained should be given to the inspector prior to the inspection being carried out.
12. Subject to reasonable access (Clause 20 Definitions page 3) the Inspection will normally report on the conditions of each of the following areas: -
  - The interior
  - The roof void
  - The exterior
  - The subfloor
  - The roof exterior
  - The property within the boundaries up to 50 metres including fences, but will not report on pools, spas or ponds etc. You should obtain the services of a pool specialist to carry out an inspection and report.
13. The inspections Will not cover or report on the following conditions (see AS 4349.1-1995 for full details): -
  - Environmental matters such as aspect, sunlight, privacy, streetscape, views etc.
  - Proximity to railways, flight paths or busy road traffic etc.
  - Health or safety conditions such as the presence of asbestos, lead, radon, urea formaldehyde or toxic soils etc.
  - Heritage or security matters
  - Apart from surface water drainage, site drainage including storm water and sewage.
  - The condition of pools or spas ponds etc.
  - Fire protection or safety.
  - Plumbing and electrical wiring etc including unauthorised or illegal plumbing or electrical work.
  - Unauthorised or illegal building work,
  - The durability of exposed finish materials.

- Neighbourhood usage such as pests, closeness to mines, public transport, hotels, stormwater drains, public entertainment venues etc.
  - Document analysis eg sewer drainage, plans and diagrams, surveys, building approvals, compliance etc.
14. A full list and details of the areas and item to be inspected are contained on Pages 7 through to 12 (inclusive) of the Australian Standard AS 4349.1-1995.
  15. 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.
  16. The inspector will report the conditions that **on the day and at the time of the inspection** were evident and visible. The Australian Standard AS 4349.1-1995 warns that the report must not be seen as an all-encompassing report but rather as a “reasonable attempt to identify significant defects”. Minor defects and imperfections will not be reported. Such defects and imperfections would in most cases be readily viewable by You.
  17. The inspection and report CANNOT 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. 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.
  19. If the inspection is a Pre-purchase Inspection Report then We recommend that You having the following inspection and reports carried out: -
    - Timber Pest Inspection report in accordance with AS 4349.3-1998 Timber pest inspections by a fully qualified, insured and licensed Timber Pest Inspector. **(This inspection and report is strongly recommended.)**
    - An inspection, testing and report of all electrical installations and wiring by an insured and licensed electrician.
    - Any other inspection and report on such matters as plumbing, Pool condition, lift hydraulics, mechanical services and geotechnical conditions by an appropriately qualified, insured and licensed person.
  20. Where Our report recommends another type of inspection and report or an invasive inspection and report then You should have such an inspection carried out. 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.
  21. In the event of a dispute or a claim arising out of, or relating to the inspection or the report, or any alleged negligent act, error or omission on Our part or on the part of the inspector conducting the inspection, either party may give written notice of the dispute or claim to the other party. If the dispute is not resolved within fourteen (14) days from the service of the written notice then either party may refer the dispute or claim to an independent mediator. The cost shall be met equally by both parties or as agreed as part of the mediation settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

### **THIRD PARTY DISCLAIMER:**

**The Report will be made solely for the use and benefit of the Client. No liability or responsibility whatsoever, 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.**

**Note:** In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) Regulations 2004 the report resulting from this inspection may be passed to the purchase as part of the sale process providing it is carried out not more than three months prior to listing and is not more than twelve months old.

### **DEFINITIONS:**

22. 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.

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

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

**Client** means the person(s) for whom the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf.

**Property** means the structures and fences etc up to fifty (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures and fences etc outside fifty (50) metres from the exterior walls of the main building be inspected then no such inspection will be carried out.

**Reasonable Access** means access to areas as defined in AS 4349.3-1998. The Standard 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.

**Access Table from AS 4349.3-1998**

Area	Access hole	Crawl space	Height
Roof void	450mm x 400mm	Clearance above access point and in the Crawl space: 600mm x 600mm	Accessible from 2.1m stepladder or a 3.6m ladder placed against a wall.
Subfloor	500mm x 400mm	Vertical clearance: <b>Timber floor:</b> 400mm to Bearer, joist or other obstruction. <b>Concrete floor:</b> 500mm.	
Roof Exterior			Accessible from a 3.6m ladder

**Report** means the document and any attachments issued to You by Us following Our inspection of the property.

**Our/Us/We** means the company, partnership or individual named below that You have requested to carry out the property inspection and report.

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

- 23. You agree that in signing this agreement You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. You agree to pay for the inspection on delivery of the report.
- 24. If You fail to sign and return a copy of this agreement to Us and do not cancel the requested 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.

**Signed for and on behalf of**  
(name of inspecting company, partnership or individual)

**on this the      day of      20**

**by**  
(name of person signing)

Signature: .....

**Name:**  
(name of the Client)

**on this the      day of      20**

**by**  
(name of person signing)

Signature: .....

Please fax this **document** to:

Or

mail to: