

## <BUILD>CLAUSE A1 – TERMS AND CONDITIONS

### **SPECIAL CONDITIONS**

1. The Building Consultant reserves the right to reject any application at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Building Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.
3. Cancellation fees will be charged if the inspection is cancelled by the client or the client's representative within a 24 hour period prior to the confirmed inspection date. Cancellation fees are half the nominated inspection fee.
4. The report is produced for the client only. The consultant is not liable for any reliance placed on the report by any third party. For reference purposes a copy of QHBR reports will be retained for a period of 60 (sixty) days only.

### **SCOPE**

Unless specified in writing, a Standard Property Inspection Report ("the Report") deals only with the detection, or non-detection of *Structural Damage, Conditions Conducive to Structural Damage* and any *Significant Defect* in the general condition of *Secondary Elements* and *Finishing Elements* discernible at the time of inspection. All other reports are Special-Purpose Inspection Reports.

As requested by the *Client*, the inspection assessment is to be based solely on the following inspection carried out by a *Building Consultant* ("the Consultant") of the *Readily Accessible Areas* of the property specified by the Client in this document:

**Option 1** A visual examination of surface work (but excluding furniture and stored items), and the carrying out of *Tests* (see Limitation No 1 below).

**Option 2** An inspection report which may include Option 1 as well as the particular requirements of the Client which are specified and attached to this document, where applicable.

In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The complete inspection of other common property areas would be the subject of a special-purpose inspection report, which is adequately specified.

If the Client has any doubt about the Scope of the Report please discuss your concerns with the Consultant before ordering the Report or on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

### **LIMITATIONS**

The Client acknowledges:

1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out when ever necessary appropriate Tests.
2. The Report does 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 inspection report, which is adequately specified (see Exclusions below).
3. The Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.

4. The inspection only covers the Readily Accessible Areas of the property. The inspection does not include areas, which are inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builders debris, vegetation, pavements or earth.

5. Australian Standard *Inspection of Buildings. Part 1: Property Inspections – Residential Buildings* recognises that a standard property inspection report is not a warranty or an insurance policy against problems developing with the building in the future.

6. The Report is to be produced for the use of the Client. The Consultant is not liable for any reliance placed on the Report by any third party.

### ***EXCLUSIONS***

The Client acknowledges that the Report does not cover or deal with:

- (i) any 'minor fault or defect', i.e. a matter, in view of the age, type and condition of the building being inspected, does not require substantial repairs or urgent attention and rectification;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (viii) any appliances such as dishwashers, insinkerators, ovens, stoves and ducted vacuum systems;
- (ix) a review of occupational, health or safety issues such as asbestos content or the provision of safety glass or swimming pool fencing;
- (x) a review of environmental or health or biological risks such as toxic mould;
- (xi) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- (xii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

### ***DEFINITIONS***

**Primary Elements** means those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

**Secondary Elements** means those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

**Finishing Elements** means the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

**Structure** means the loadbearing part of the building, comprising the Primary Elements.

**Structural Damage** means a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

(a) *Structural Cracking and Movement* – major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.

(b) *Deformation* – an abnormal change of shape of Primary Elements resulting from the application of load(s).

(c) *Dampness* – the presence of moisture within the building, which is causing consequential damage to Primary Elements.

(d) *Structural Timber Pest Damage* – structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

**Conditions Conducive to Structural Damage** means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

**Significant Defect** means a matter, in view of the age and type of the building being inspected, requires substantial repairs or urgent attention and rectification.

**Client** means the person or persons, for whom the Inspection Report was carried out or their Principal (i.e. the person or persons for whom the report is being obtained).

**Building Consultant** means a person, business or company who is qualified and experienced to undertake a Standard Property Inspection Report in accordance with Australian Standard AS 4349. "Inspection of Buildings. Part 1: Property Inspections – Residential Buildings". The consultant must also meet any Government licensing requirement, where applicable.

**Readily Accessible Areas** means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

**Tests** means where appropriate the carrying out of tests using the following procedures and instruments:

(a) *Dampness Tests* means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) *Physical Tests* means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

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## <PEST>TERMS AND CONDITIONS

### ***SPECIAL CONDITIONS***

1. The Consultant reserves the right to reject any application at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.
3. Cancellation fees will be charged if the inspection is cancelled by the client or the client's representative within a 24 hour period prior to the confirmed inspection date. Cancellation fees are half the nominated inspection fee.
4. The report is produced for the client only. The consultant is not liable for any reliance placed on the report by any third party. For reference purposes a copy of QHBR reports will be retained for a period of 60 (sixty) days only.

### ***SCOPE***

Unless specified in writing, the Timber Pest Detection Report deals only with the detection, or non-detection of *Timber Pest Attack* and *Conditions Conducive to Timber Pest Attack* discernible at the time of inspection.

As requested by the *Client*, the assessment is to be based solely on the following site inspection carried out by a *Timber Pest Detection Consultant* of the *Readily Accessible Areas* of the *Building and Site*:

**Option 1** A visual examination of timber and other visible accessible and unobstructed materials/areas (but excluding furniture and stored items) susceptible to attack by *Timber Pests*, and the carrying out of *Tests* (see Limitation No 1 below).

**Option 2** An inspection report, which may include Option 1 as well as the particular requirements of the Client, which are specified and attached to this document, where applicable.

**Option 3** In addition to Option 1 a Subterranean Termite Management Proposal in accordance with Australian Standard AS 3660.2 to treat infestation and/or manage the risk of future subterranean termite access to buildings and structures.

If the Client has any doubt about the Scope of the Report please discuss your concerns with the Consultant before ordering the Report or on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

### ***LIMITATIONS***

The Client acknowledges:

1. 'Visual only' inspections are not recommended. The Timber Pest Detection Consultant does not warrant that a 'visual only' inspection completely complies with Australian Standard AS 4349.3 "Inspections of Buildings. Part 3: Timber Pest Inspections", and may be of limited use to the Client. In addition to a visual inspection, AS 4349.3 recognises to better assess timber pest activity and damage requires the consultant to carry out when ever necessary appropriate tests with instruments.
2. The Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

3. The inspection only covers the Readily Accessible Areas of the Building and Site. The inspection does not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builders debris, vegetation, pavements or earth.
4. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
5. European House Borer (*Hylotrupes bajulus*) attack is seldom detected as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
6. The Report is not a structural damage report. Neither is it a warranty as to the absence of timber pest attack.
7. If the inspection is to be limited to any particular type(s) of timber pest (e.g. termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
8. The Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
9. The Inspection Report is to be produced for the use of the Client named in this Pre-Engagement Inspection Agreement. The Consultant or their firm or company are not liable for any reliance placed on the report by any third party.

### ***EXCLUSIONS***

The Client acknowledges:

1. The Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice may be the subject of a Timber Pest Management Proposal, which is adequately specified.

### ***DEFINITIONS***

**Timber Pest Attack** means Timber Pest Activity and/or Timber Pest Damage.

**Timber Pest Activity** means telltale signs associated with ‘active’ (live) and/or ‘inactive’ (absence of live) Timber Pests at the time of inspection.

**Timber Pest Damage** means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

**Conditions Conducive to Timber Pest Attack** means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

**Readily Accessible Areas** means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term ‘readily accessible’ also includes:

- (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the areas is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- (b) areas at the eaves of accessible roof spaces, that are within the consultant’s unobstructed line of sight and within arm’s length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

**Client** means the person or persons, for whom the Timber Pest Detection Report is to be carried out or their Principal. (i.e. the person or persons for whom the report is being obtained.)

**Timber Pest Detection Consultant** means a person who meets the minimum recommended competency standard set out in Australian Standard AS 4349.3.

**Building and Site** means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, tree stumps and timber embedded in soil) and the land within the property boundaries up to distance of 50 metres from the main building(s).

**Timber Pests** means one or more of the following wood destroying agents which attack timber in service and affect its structural properties:

(a) *Chemical Delignification* - the breakdown of timber through chemical action.

(b) *Fungal Decay* - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.

(c) *Wood Borers* - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

(d) *Termites* - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

**Tests** means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

**Instrument Testing** means where appropriate the carrying out of Tests using the following techniques and instruments:

(c) *electronic moisture detecting meter* - an instrument used for assessing the moisture content of building elements;

(b) *stethoscope* - an instrument used to hear sounds made by termites within building elements;

(c) *probing* - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and

(d) *sounding* - a technique where timber is tapped with a solid object.

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