

## **DISCLAIMER**

### **PLEASE READ THIS DISCLAIMER CAREFULLY AND CONTACT US SHOULD YOU HAVE ANY CONCERNS PRIOR TO THE INSPECTION BEING UNDERTAKEN.**

This Disclaimer and the Terms and Conditions have been provided to you prior to any services taking place. Should you have any questions or concerns, please ensure that you contact us prior to the inspection being undertaken on 1800 000 924.

This Disclaimer is legally binding and takes precedence over our Terms and Conditions and any requirements of AS4349.0, AS4349.1 and 4349.3.

The inspection undertaken and report provided by the Consultant to the Client is warranted for a maximum period of 30 calendar days from the date of inspection. No claims, whether financial or otherwise, can be made by the Client to the Consultant with regards to any issues with the provided inspection report or any issues regarding the inspected property after this date.

The Report is not a warranty against problems developing with the building in the future.

The Consultant will use his/her experience and best endeavors to inspect the property within the given time frame. No ongoing responsibility or liability will be accepted for any minor items missed or not reported on.

Where the inspected property has not had a timber pest inspection or treatment within the last 12 months from the date of inspection, the Consultant cannot guarantee that timber pests are not present (or otherwise) and therefore takes no responsibility or liability with respect to associated damage to the inspected property.

Where the inspected property does not have current termite management system that 100% completely protects the property, the Consultant cannot guarantee that timber pests are not present (or otherwise) and therefore takes no responsibility or liability with respect to associated damage to the inspected property.

Where the inspected property only has a partial termite management system that protects the property, the Consultant cannot guarantee that timber pests are not present (or otherwise) and therefore takes no responsibility or liability with respect to associated damage to the inspected property.

The inspection and report will involve a visual inspection only. The Consultant is not liable for inspection of any inaccessible or obstructed areas.

The inspection of the roof internal space can only be undertaken if there is a clear head height of 1,000mm. This is contrary to the requirements of AS4349.1

The inspection of the roof internal space can only be undertaken if there is sufficient access to the ceiling by way of a 400x600mm accessible access hatch. This is contrary to the requirements of AS4349.1

The inspection of the roof internal space can only be undertaken whereby the Consultant is not required to climb higher than 1.8m (foot height) on the ladder from the level which the base of the ladder is supported on. This is contrary to the requirements of AS4349.1

The inspection of the roof exterior can only be undertaken from a ladder. Additionally, the Consultant cannot climb higher than 1.8m (foot height) on the ladder from the level which the base of the ladder is supported on. This is contrary to the requirements of AS4349.1

The inspection of the roof exterior can only be undertaken in dry weather conditions where there is safe and reasonable access.

The inspection of any subfloor areas can only be undertaken where there is a 600x600mm openable access hatch and at least 600mm of clear (and unobstructed) head height for the Consultant to access the space. This is contrary to the requirements of AS4349.1

The inspection of the grounds is limited to the external building facades and attached structures (i.e. covered patio areas, garage or carport). This is contrary to the requirements of AS4349.1

## **BUILDING INSPECTION REPORT – 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. The Terms and Conditions herein have been provided to the Client by the Consultant prior to the provision of any services taking place by the Consultant for and on behalf of the Client. The Client should contact the Consultant immediately if there are any concerns of any nature in relation to the Terms and Conditions provided herein and prior to the provision of any services taking place. If the Client does not make contact with the Consultant in regards any concerns with the Terms and Conditions prior to the inspection services taking place, the Terms and Conditions are deemed to be accepted by the Client.
4. The client has given/gives the Consultant permission to debit the fee for the inspection services from the Client's credit/debit card provided at the time of making the booking for the Services and prior to the Services taking place.
5. Should the Client request a cancellation of the Services, the request must be made in writing from the Client to the Consultant. Provided the written request for the cancellation is received NOT within 24 hours from the scheduled inspection date and time, a refund will be made by the Consultant to the Client, less a \$150 administration fee. If the written request for the cancellation is received within 24 hours from the scheduled inspection date/time, no refund will be due or payable by the Consultant to the Client.
6. The Report produced by the Consultant is solely for the exclusive purpose of the Client only and not for distribution to any third parties. The Consultant is not liable for any reliance placed on the report by any third party.
7. The Report will be retained by the Consultant for a period of 30 (thirty) days only from the date of inspection.
8. The Consultant warrants the report for a maximum period of 30 (thirty) days only from the date of inspection. The Client holds harmless the Consultant beyond this 30-day liability period.
9. To minimize the risk of any financial loss by the Client, the Consultant strongly recommends that:
  - a. Any areas not inspected due to inaccessibility or obstructions must be further investigated by a qualified and licensed building inspector.
  - b. Any significant impairments identified in the Report that may affect the integrity of the whole or part of the building structure must be rectified immediately.
  - c. Any internal or external major defects identified in the Report must be rectified immediately.
  - d. Any safety hazards identified in the Report must be rectified immediately.
  - e. Any properties built prior to 31 December 2003 should be inspected and tested for asbestos linings internally and externally by an approved and licensed asbestos testing company. Please note that the Consultant is not an asbestos identification expert.
10. Australian Standard 4349.0, 4349.1 and 4349.3 provide that an Inspection and Report is not a warranty against problems developing with the building in the future. Therefore, a preventative maintenance program should be implemented which includes scheduled and regular inspections to detect, minimise and/or prevent detection incipient failure of building primary, secondary, finishing elements and timber pest damage.
11. The Report generally includes the inspection of internal areas of the main building, external building facades, external roof areas (maximum 2m foot height from a ladder), internal roof area (provided there is an unlocked access hatch minimum 600x600mm wide and at least 1m head height within the roof space) and external areas within 5 metres maximum of the main building (subject to clear and uninterrupted access).

### **SCOPE**

The building inspection and Report will be carried out in accordance with The Australian Standards under AS4349.1-2007.

The 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.

The Consultant will undertake the following Scope of Services with regards to the particular type of inspection described below:

#### Single Dwelling Detached House:

- A visual only inspection of the Readily Accessible Areas of the property (excluding any obstructions preventing visual inspection or any inaccessible areas) as described herein:
  - Internal areas of the main building and any attached structures (e.g., garage, carport)
  - External building facades (up to 1.8m foot height off a ladder and provided there is safe access and firm footing for the ladder).
  - External roof areas (up to 1.8m foot height off a ladder and provided there is safe access and firm footing for the ladder).

- Internal roof areas (provided there is an access hatch minimum 600x600mm wide and at least 1m head height within the roof space).
- Subfloor areas (provided there is an access hatch minimum 600x600mm wide and at least 600mm head height within the subfloor space).
- External grounds in the immediate vicinity of the main building facades (provided that there is clear and uninterrupted access).
- A Report detailing the findings of the visual inspection of the Readily Accessible Areas of the property.

Town House or Duplex:

- A visual only inspection of the Readily Accessible Areas of the property (excluding any obstructions preventing visual inspection or any inaccessible areas) as described herein:
  - Internal areas of the main building and any attached structures (e.g., garage, carport)
  - External building facades (up to 1.8m foot height off a ladder and provided there is safe access and firm footing for the ladder).
  - External roof areas (up to 1.8m foot height off a ladder and provided there is safe access and firm footing for the ladder).
  - Internal roof space (provided there is an access hatch minimum 600x600mm wide and at least 1m head height within the roof space).
  - Subfloor areas (provided there is an access hatch minimum 600x600mm wide and at least 600mm head height within the subfloor space).
  - External grounds in the immediate vicinity of the main building facades (provided that there is clear and uninterrupted access).
  - Inspection or reporting of any company, community or common title property is excluded.
- A Report detailing the findings of the visual only inspection of the Readily Accessible Areas of the property.

Apartment or Unit:

- A visual only inspection of the Readily Accessible Areas of the property (excluding any obstructions preventing visual inspection or any inaccessible areas) as described herein:
  - Internal areas of the apartment or unit included within the strata title only.
  - External building elements immediately attached to the strata title unit in question and visible from balconies or courtyards.
  - Internal roof space (provided there is an access hatch minimum 600x600mm wide and at least 1m head height within the roof space).
  - Inspection or reporting of any company, community or common title property is excluded.
- A building inspection report detailing the findings of the visual only inspection of the Readily Accessible Areas of the property.

If the Client has any doubt about the Scope of Services ("the Services"), please discuss your concerns with the Consultant before the inspection date/time.

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

If the client fails to implement the recommendations or advice as stated within this Report, the Client agrees and accepts that they will not or cannot hold the Consultant responsible.

## **LIMITATIONS**

The Client acknowledges:

1. This 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).
2. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.

3. The inspection only covered the Readily Accessible Areas of the property. The inspection did 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. 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.
5. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.
6. This report does not include inspection to or assessment of asbestos containing materials.
7. A building report is not a maintenance report. All properties require regular maintenance. Where obvious maintenance issues are noted, these will be included in the report as a courtesy comment only. A full maintenance report is available at an additional cost.

## **EXCLUSIONS**

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

- (i) any minor fault or defect, given 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 condition or operation of fireplaces, chimneys, flues or solid fuel/gas heaters
- (vi) any services including electrical and lighting installation including meter boards, fire and smoke detection systems, heating and cooling systems including air-conditioning, television reticulation and fittings, sound and communications systems, intercom systems, garage door mechanisms, alarm and security systems, gas reticulation and fittings, plumbing reticulation and fittings; hot water systems and any type of solar energy systems;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkers, ovens, stoves and ducted vacuum systems;
- (x) a review of occupational, health or safety issues including (but not limited to) asbestos content, the provision of safety glass; swimming pool fencing and balustrade and handrail compliance including stair ways.
- (xi) a review of environmental or health or biological risks including (but not limited to) asbestos content or presence thereof, toxic mould, allergies, soil toxicity, lead content, radon or urea formaldehyde;
- (xii) whether the building complies with the provisions of any building Act, code, Australian Standards, regulation(s) or by-laws;
- (xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (xiv) concealed building services including sanitary drainage, stormwater, water, electrical, communication reticulation or management systems.
- (xv) comment on any material containing asbestos;
- (xvi) insulation, sarking;
- (xvii) gas fittings and fixtures;
- (xviii) air-conditioning or air management systems;
- (xix) building management systems;
- (xx) in the case of strata and company title properties, the inspection of common property areas or strata/company records.
- (xxi) any areas of the property that are more than 5m from the main building including (but not limited to) trees, vegetation, the grounds, structures (including granny flats, ablutions block, sheds, stables, pergolas and the like), driveways, paths or hardstand areas.
- (xxii) inspection or reporting of any company, community or common title property.

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.

## **DISPUTE RESOLUTION**

In engaging our services, the Client hereby agrees and accepts to abide by our dispute resolution process.

If the Client becomes aware of any concern regarding this Report, the Client must notify our office immediately. Upon receipt of the Client's complaint, we will endeavour to resolve the matter with the Client in a telephone conversation. An onsite visit with the Client may be required in an effort to address and resolve the matter.

If we are unable to resolve the matter onsite, we will respond to the Client's complaint in writing within 14 days. If the Client is not satisfied with our response, the Client may choose to contact the relevant local authority.

## **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 and windows.

## **ACCESSIBILITY**

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas, which are not normally accessible, were not inspected and include - but not limited to - the interior of a flat roof or beneath a suspended floor filled with earth.

### **Building Interior:**

The consultant did not move or remove any ceilings, wall coverings, floor coverings (including carpeting and wooden floorboards), furnishing, equipment, appliances, pictures or other household goods. In an occupied property, furnishings or household items may be concealing evidence of defects, which may only be revealed when the items are moved or removed.

*NOTE. In the case of strata and company title properties or other Class 2 buildings or equivalent, if the inspection was limited to assessing the interior of a particular unit or lot, the Client may have additional liability for defects in the common property. This additional liability can only be addressed through the undertaking of a special-purpose inspection report, which is adequately specified.*

### **Building Exterior, Roof Exterior and Site:**

The consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris or rubbish, etc. Such items may be concealing defects, which may only be revealed when the items are moved or removed.

**Roof Space:**

Obstructions such as roofing, stored articles, thermal insulation, sarking and pipe/duct work may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces.

**Subfloor Space:**

Storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas. In the case of suspended floors, if the clearance between the ground and structural components is less than 600 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. For further advice consult the person who carried out this report.

**IMPORTANT NOTE**

Special attention should be given to the Scope, Limitations and Exclusions in this document.

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

**Importantly, Australian Standard *Inspection of Buildings. Part 1: Property Inspections – Residential Buildings* recognises that a standard property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the property which includes systematic inspections, detection and prevention of incipient failure. Please contact the Consultant who carried out this inspection for further advice.**

The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness. Also, where a shower recess has been water tested for a minimum of ten (10) minutes, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem, may require the monitoring of the building over a period of time.

This inspection and report only deal 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.

Consideration should also be given to the inspection and assessment of:

- 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.
- solving or providing costs for any rectification or repair work.
- the structural design or adequacy of any element of construction.
- the operation of fireplaces and chimneys.
- any services including building, engineering (electronic), fire and smoke detection or mechanical.
- any swimming pools and associated pool equipment or spa baths and spa equipment or the like.
- any appliances such as dishwashers, insinkers, ovens, stoves and ducted vacuum systems.
- a review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing.
- a review of environmental or health or biological risks such as toxic mould.

This additional information or advice may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

In addition, this inspection and report does not include the inspection and assessment of items or areas that do not fall within the consultant's expertise. Accordingly, consideration should be given to other specialist inspections and services such as: hydraulics; geotechnics; or building, engineering (electronic), fire and smoke detection or mechanical services.

As a matter of course, in the interests of safety, an inspection and assessment of the electrical and plumbing/gas installations should be carried out by a suitably qualified person.

Also, in all parts of mainland Australia, termites are a known problem to timber in service. Therefore, it is recommended that a timber pest inspection and report be carried out in accordance with the Report Systems Australia handbook *Timber Pest Detection Reports*.

Where possible, the records of the appropriate local authority should be checked to determine or confirm:

- whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- the status of the property and services (e.g., compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g., from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

The inspection report is produced for the use of the client. The building consultant is not liable for any reliance placed on the report by any third party.

## **PEST INSPECTION AND REPORT - 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. The client acknowledges and accepts that an administration fee of \$150.00 may be added to your account if your account is not settled within 14 days of your completed inspection/s.
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 the companies' 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. The Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. 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.
3. The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. 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.
5. The Report is not a structural damage report. Neither is it a warranty as to the absence of timber pest attack.
6. 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.
7. 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.
8. 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.

### **DISPUTE RESOLUTION**

In engaging our services, the client hereby agrees and accepts to abide by our dispute resolution process.

If the client becomes aware of any concern regarding this Report, the client must notify our office immediately. Upon receipt of the client's complaint, we will endeavour to resolve the matter with the client in a telephone conversation. An onsite visit with the client may be required to address and resolve the matter.

If we are unable to resolve the matter onsite, we will respond to the client's complaint in writing within 14 days. If the client is not satisfied with our response, the client may choose to contact the relevant local authority.

## **DEFINITIONS**

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

**Timber Pest Activity** means tell-tale 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 600 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 600 mm high; 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 that has 1,000mm clear head height.

**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:

- a) *electronic moisture detecting meter* - an instrument used for assessing the moisture content of building elements;
- b) *sounding* - a technique where timber is tapped with a solid object