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**KENT ANDERSEN**

**27 MCGRATH ROAD WOOLAMAI 3995**

**0410416778 ABN: 62133466163**

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| **2.0 FEE & INSPECTION AGREEMENT** |

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

***(Offer & Acceptance, Form of Valuable Consideration and Instructions apply 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.)*

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| **Agreement No:** **28321** | **Client:** **Kerry** |
| **Phone No:** **0419 938 764**  **Email Address:**  **Kerry.ashbrook@lifeyouchoose.com.au** | **Property at:** **2/39 Brandy Creek Road Warragul** |
| **You agree to a fee of $550.00 Inc GST for this Property Building & Termite Inspection and Report** | |
| **Tax Invoice No:** **28321 Amount: $550-00 ABN No: 62133466163 Paid:** Click here to enter a date. | |

**Bank account details: Kent Andersen Builders**

**Commonwealth Bank BSB: 063553**

**ACCOUNT NO: 10216336**

**YOU AGREE TO THE FOLLOWING CONDITIONS & THE INSPECTION TYPE ORDERED BY YOU. *(VISUAL BUILDING & TERMITE INSPECTION & REPORT)***

This inspection will be carried out in compliance with AS4349.1-2010 except for Strata Units or properties where the inspection will be according with Appendix B of AS4349.1-2010

Termite and timber pest AS4349.3-2010.

1. This inspection is a visual evaluation only for the buildings within 30 metres of the main building and within the inspection properties boundaries.
2. ACKNOWLEDGMENT: I agree to contact the Inspector once I have read the report or the Inspector will contact me. *(hjr007)*
3. 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.
4. The report will also advise on visible minor and major defects, safety hazards and any cracking visible to the buildings elements on the day and time of the inspection.
5. 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.)
6. 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.
7. 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.
8. **No inspection will be made for Solar Power Panels.** (This is out of our area of expertise, unless otherwise stated)
9. 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.
10. We will at times recommend other types of inspections that are out of our areas of expertise during our inspection reporting process.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

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

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| **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 |

1. Limitations to this Inspection are noted above 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.
2. 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.
3. You’re 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.
4. The Report is not a structural damage report.
5. 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.

## SERVICE

As requested by the *Client,* the inspection carried out by the *Timber Pest Detection Consultant* (“the Consultant”) is to be based solely on one of the following options:

Option 1 A Standard Timber Pest Detection Report only deals with the detection or non-detection of *Timber Pest Attack* and *Conditions Conducive to Timber Pest Attack* discernible at the time of inspection. The inspection is limited to the *Readily Accessible Area*s of the *Building & Site* (see Note 1) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of *Tests*. Unless otherwise agreed and noted in “Special Conditions or Instructions” for this report request, the acceptance criteria against which the subject building will be assessed is: The building being inspected is to be compared with a similar building (see Note 2). To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Note 1. With strata and company title properties, the inspection is limited to the interior and the immediate exterior of the particular residence to be inspected. Common property is not inspected as part of the Report.

Note 2. If the building is not comparable to a similar building (e.g. due to unusual design or construction techniques), then the inspection shall be based on the general knowledge and experience of the Consultant.

Option 2 A Special-Purpose Inspection Report must include the defined purpose, scope and acceptance criteria on which the inspection report is to be based. A Special-Purpose Inspection Report may include Option 1 as well as the particular requirements of the Client which are specified and where applicable attached to this document.

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 purpose, scope and acceptance criteria on which the Report is to be based please discuss your concerns with the Consultant before ordering 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.

##### 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.

Major Safety Hazard means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

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:

1. 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
2. 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 skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

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 and stumps with a diameter greater than 100 mm 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:

1. *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.

1. **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.

Name:

Date: Click here to enter a date.

**THIS AGREEMENT IS TO BE SIGNED THEN EMAILED TO THE INSPECTOR**

[**kent@looksharpinspections.com.au**](mailto:kent@looksharpinspections.com.au)