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## **Building & Pest Inspection Agreement & Tax invoice**

Client Name	Nadan Vishwa
Client email Address	nadansurveys@gmail.com
Structure Street address	23 Blackwattle Circuit
Structure Suburb	Arundel 4214
Agreement & Invoice Date	13 June 2019
Client Phone	0404386872

**TAX INVOICE: Building inspection. (Payable on receipt of invoice.) Incl. GST \$ 399.00**

**You can pay by direct bank deposit to Home Inspect QLD. ABN 87 102 301 039  
BSB no. 034 230 Account no. 443 099 please ref. with your name  
Or contact us by phone or email with your credit card details**

**PLEASE NOTE: If you agree with the terms, the agreement does Not need to be signed, see final clause.**

### **Inspection & report:**

In ordering the inspection, you agree that the inspection will be carried out in accordance with the Australian Standards quoted (a full copy of which you can purchase from Standards Australia) and the following clause(s), which define the scope and limitations of the inspection and the report.

### **BUILDING REPORTS**

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

The inspection will be carried out in accordance with AS4349.1 2007. **The purpose of the inspection** is to identify major defects, the incidence of minor defects and safety hazards associated with the property at the time of the inspection. The inspection and report is limited to Appendix C of AS4349.1 2007 & Appendix B for strata title property

1. The report does not include an estimate of the cost for rectification of the Defects. The overall condition of this building has been compared to similarly constructed and reasonably maintained buildings of approximately the same age. Areas for inspection shall cover all safe and accessible areas.
2. The inspection shall comprise a visual assessment of the items listed in Appendix C to AS4349.1 2007 for the structures within 30 metres of the building and within the site boundaries including fences.
3. Subject to safe and reasonable access (see definitions below) the inspection will normally report on the condition of each of the following areas:-
  - a. The Interior;
  - b. The Exterior;
  - c. The Roof exterior;
  - d. The Roof void;
  - e. The Sub-floor
4. The inspector will report individually on Major Defects and safety hazards evident and visible **on the date and time of the inspection**. The report will also provide a general assessment of the property and collectively comment on minor defects which would form a normal part of property maintenance.
5. Where a major defect has been identified, the inspector will give an opinion as to why it is a major defect and specify its location.

## LIMITATIONS

6. The Inspector will conduct a non-invasive visual inspection which will be limited to those accessible areas and sections of the property to which Safe and Reasonable Access (see Definitions below) is both available and permitted on the date and time of the inspection. Areas where reasonable entry is denied to the inspector, or where safe and reasonable access is not available, are excluded from and do not form part of, the inspection. Those areas may be the subject of an additional inspection upon request following the provision or reasonable entry and access.
7. The Inspection **WILL NOT** involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving object 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.
8. The Inspection and Report compares the inspected building with a building constructed to the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.
9. The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed. The inspection excludes all services and installations including electrical, gas, phones, solar, water heating, air-conditioning, heating. The inspector **WILL NOT** dig, gouge, force or perform any other invasive procedures.
10. The Report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, or as a warranty or an insurance policy against problems developing with the building in the future.
11. The Building Inspection **will not** report on Timber Pest Activity, see Timber Pest Report.
12. **CRACKS:** Minor appearance cracking in building elements, driveways, paths, patios, garage floors, walls, floors, ceilings, masonry, render, glass will not be reported individually, but will form part of the overall collective assessment of minor defects.
13. **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. If asbestos is noted as present within the property then you agree to 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.
14. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER:** No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
15. **MAGNESITE FLOORING DISCLAIMER:** No inspection for Magnesite Flooring was carried out at the property and no report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.
16. **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 inspector accepts no liability for any estimates provided throughout this report where they occur you agree to obtain and rely on independent quotations for the same work.
17. 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.
18. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.
19. Where the property is a strata or similar title, only the interior and immediate exterior of the specified dwelling will be inspected by the inspector. The inspection will be as outlined in AS 4349.1-2007 Appendix B. Therefore it is advised that the client obtain an inspection of common areas.
20. The inspection will not cover or report on swimming pools and equipment, spas or pool safety barriers (fences)
21. The Inspection **WILL NOT** report on 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.
22. 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.
23. Where Our report recommends another type of inspection including 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.
24. The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue as a Residential Property.

## **TIMBER PEST REPORTS**

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

1. Pre-Purchase Timber Pest Inspections will be in accord with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3 : Timber Pest Inspections which includes inspection for Termites, Borers and Fungal Decay. **The purpose of the inspection** is to provide advice within the agreed scope to a prospective purchaser, an owner or other interested party regarding the condition of the property, at the time of inspection, in relation to the activity of timber pests.
2. All inspections (in accord with AS 4349.3-2010) will be non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access is both available and permitted on the date and time of the inspection.
3. 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/thermal insulation, sarking, sisalation, floor or wall coverings, siding, fixtures, floors, pavers, furnishings, appliances or personal possessions. Areas hidden or hidden by any item, is not included in the report
4. 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 in the roof void may conceal the ceiling timbers and make inspection of the area unsafe. 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.
5. Pre Purchase Timber Pest Inspections and resulting Report will be confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by timber pests, present on the date and time of the Inspection.
6. The Inspection will not cover any other pests and the report will not comment on them. Dry wood termites (Family: KALOTERMITIDALE) and European house borer (Hylotrupes bujulus Linnaeus) are excluded from the Inspection and subsequent Report.
7. The Report will identify any evidence of a termite treatment found by the Inspector.
8. Where evidence of treatment is reported you must agree to obtain a statement including paperwork from the owner about:
  - a. any termite activity at the Property
  - b. any termite damage at the Property : and
  - c. any treatment that have been carried out at the property.You agree to indemnify the inspector from any loss incurred by you relating to the items listed in a) and b)
9. No inspection for mould will be carried out at the property and no report on the presence or absence of mould will be provided. Mildew and non-wood decay fungi is commonly known as mould and is not considered a timber above where no such statement is obtained. pest.
10. Nothing contained in the report will imply that any inaccessible or partly inaccessible area or section of the property are not, or have not been, infested by termites or timber pests. Accordingly the report will not sections of the property. Nor does it guarantee that a future infestation of timber pests will not occur or be found. Where Our report recommends another type of inspection including an invasive inspection and/or 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 guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or suffer a financial loss and indemnify Us against all losses that You incur resulting from Your failure to act on Our advice.
11. The report will describe termite damage found as 'minor', 'moderate' or 'severe'. This information is not the opinion of an expert, as the inspector is not qualified to give an expert opinion. The report cannot, and will not, state the full extent of any timber pest damage. If any evidence of timber pest activity and/or damage is reported either in any structure or the grounds of the property, then you must obtain a statement from the owner about any termite activity or damage at the property. If the owner does not provide such information you will seek further advice about carrying out an invasive inspection before proceeding with the purchase.
12. If Timber Pest activity and/or damage are found within the structures or the property, then because damage may exist in concealed areas such as framing timbers you agree to obtain a statement from the owner about any termite activity/damage, at the property, and any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued. You also agree the inspector is not responsible or liable for the repair of any damage whether disclosed by the report or not.

### **COMPLAINTS PROCEDURE**

In the event of a dispute or a claim arising out of, or relating to the inspection or the report, you must notify us as

soon as possible of the dispute or claim by email, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection. If you are not satisfied with our response you must within twenty one (21) days of your receipt of our written response refer the matter to a mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement. In the event you do not comply with the above Complaints Procedure and commence litigation against us then you agree to fully indemnify us against any awards, costs, legal fees and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

### **THIRD PARTIES**

Compensation will only be payable for losses arising in contract or sustained by Client named on the front of this report. Any third parties acting or relying on this report, in whole or in part, do so entirely at their own risk. However, if ordered by Real Estate Agent or Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of fourteen (14) days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the report itself.

**Prohibition on the Provision or Sale of the Report** The report may not be sold or provided to any other person without our express written permission, unless the client is authorised to do so by Legislation. If we give permission it may be subject to conditions such as payment of a further fee by the other person and agreement from the other person to comply with this clause. However, we may sell the report to any other person although there is no obligation for us to do so.

**Release:** You release us from any and all claims, actions, proceedings, judgments, damages, losses, Interest, costs and expenses of whatever nature that the person may have at any time hereafter arising from the unauthorised provision or sale of the Report by you to a person without Our express written permission.

**Indemnity:** You indemnify us in respect of any and all liability, including all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of any nature, which may be incurred by, brought, made or recovered against directly or indirectly from the unauthorised provision or sale of the Report by you to a person without our express written permission.

### **DEFINITIONS FOR BUILDING AND PEST INSPECTIONS**

You should read and understand the following of words used in this agreement and the report. This will help you understand what is involved in a property and pest inspection, following the inspection.

**Active / Activity:** Means the presence of live timber pests at the time of inspection.

**Moderate damage:** Means from what could be seen on the date of the inspection the inspector suspects there to be damage requiring some timber to be replaced. It is Not a statement that far greater damage exists that may only be discovered by an invasive inspection.

**Severe Damage:** Means the visible timbers that are damaged need to be replaced and it is likely that more timbers are damaged. A suitably qualified tradesman, such as a builder, carrying out an invasive inspection, can only discover the full extent of damaged timbers.

**Property:** Means structures and fences (Not Pool Fences) up to 30 metres from the exterior walls of the main building BUT within the boundaries of the land being purchased. If you want the inspection and the report to include structures and fences more than 30 metres from the exterior walls of the main building you must make the request in writing and clearly identify what you want to be included in the inspection and report.

**Timber Pests** Means subterranean and damp wood termites, borers of seasoned timber and wood decay fungi (Rot).

**High moisture readings** means a reading on a moisture meter that is higher than the norm for other parts of the structure. Such high reading should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and damage. Inactive means that no active (see definition above) timber pests were detected but evidence such as workings, damage, mudding or exit holes are found at the time of the inspection.

**NOTE:** Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

**Acceptance Criteria:** The Building will be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

**Access Hole (Cover)** Means a hole in the structure allowing safe entry to an area. **Accessible area:** Is any area of the property and structure allowing the inspector safe and reasonable access within the scope of the inspection?

**Building Element:** means a part of a building performing a particular function either singularly or in conjunction with other such parts.

**Client:** means the person(s) or other legal entity for which 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 and on their behalf. (See also "you/your" below).

**Defect:** Means a variation or fault in material or a component or assembled element that deviates from its intended appearance of function.

**Inspector:** Means the company named below that you have requested to carry out a building inspection and report. (See Our/Us/We" below).

**Limitation:** Means any factor that prevents full achievement of the purpose of the inspection.

**Major Defect:** Means a defect of such significance that without correction would not avoid Safety Concerns, loss of the intended practical performance of the building element or an additional decline in the existing condition of the property inspected.

**Minor Defect:** Means a defect which is not a Major Defect

**Person:** Means any individual, company, partnership or association who is not a client.

**Property:** Means the structures and boundaries up to thirty (30m) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected.

**Report:** Means the document and any attachments issued to you by us following our inspection of the property.

**Structural Inspection** means the inspection shall comprise visual assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property. The Report will not include those items noted in Clause A3 of AS 4349.3-2007 e.g. Condition of roof coverings, partition walls, cabinetry, doors, trims, fencing, minor structures, ceiling linings, windows, non-structural & serviceability damp issues, rising damp, condensation etc.

**Safe and Reasonable** Access does not include the use of destructive or invasive inspection methods or moving furniture or stored goods. The Standard AS4349.1-2007 provides information concerning safe and reasonable access: Only areas where reasonable and safe access was available were inspected. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

- Roof Void - the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;
- Roof Exterior - must be accessible by a 3.6M ladder placed at ground level. 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 heavy furniture or stored goods.
- Safe Access - Is at the inspector's discretion and will take into account conditions existing on the property at the time of the inspection.

**Our/Us/We:** Means the company named below that you have requested to carry out the property inspection and report.

**You/Your :** Means the party identified on the face page of this agreement as the client , and where more than one party all such parties jointly and severally, together with any agent of that party. You agree that in signing this agreement you have read and understand that 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.

Note: Additional inspection requirements requested by you may incur additional cost.

**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.

Client/Purchaser Acceptance	
Client Name:	
Date	Signature

Inspecting Company Details	
Home Inspect QLD. QBCC no. 1014819	
Signature	<i>Ray Hiscock</i>