



## Terms and Conditions My Canberra Building Inspections ACT

(ABN: 32524279672)

The Australian Standard for building inspections 4349.1 -2007 and timber pest inspections 4349.3 requires that every pre-purchase inspection has a pre-engagement agreement accepted by the home purchaser (or their solicitor/conveyancer) before commencement of the inspection. To comply with the standard and potential insurer requirements, read the information below. This is that agreement. Once you have paid for your inspection this agreement will be deemed to be active.

### **BUILDING INSPECTION AGREEMENT TYPE OF PROPOSED INSPECTION ORDERED BY YOU:**

Structural or Pre Purchase Building Inspection & Report:

Some here will apply to our Termite and Timber Pest Inspections, as they are mostly done in conjunction with our Building Inspections.

The inspection will be of the Building Elements as outlined in Appendix C of AS 4349 .1-2007 except for Strata title properties where the inspection will be according to Appendix B of AS 4349.1-2007.

A copy of the appropriate Standard with Appendices may be obtained your cost by contacting Standards Australia.

Upon receipt of your booking, we will carry out the inspection and report ordered by you in accordance with this agreement and you agree to pay for the inspection in accordance with My Canberra Building Inspections ACT payment conditions.

In ordering the inspection, you agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report. A copy of the standard checklists is available upon request.

The Structural Inspection report consists of structural elements only and may only report significant defects in the home.

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

1. The Inspection will be carried out in accordance with AS4349.1-2007. The purpose of the inspection is to provide advice to a prospective purchaser regarding the condition of the property at the date and time of inspection.

2. Areas for Inspection shall cover all safe and accessible areas. My Canberra Building Inspections ACT  
20 Saville Close, Melba ACT – 0418 388 911.

3. 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.

4. 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 subfloor
- c. The roof void
- d. The roof exterior
- e. The exterior

5. 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.

6. 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

7. 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 of reasonable entry and access.

8. The Inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to, roofing, flashing, roof materials, sealants, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or any kind of personal possessions.

The inspector will not get himself into a position that may harm or risk himself or others and will not take any risks so as to gain access.

9. The Inspection and Report compares the inspected building 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 durability.

10. The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, inside flashings, behind stored goods in cupboards, and other areas that are

concealed or obstructed. This inspection excludes all strata body property unless the inspection of strata body property explicitly requested and approved by the authorised strata body person in writing well prior to the inspection. This includes inside walls, underfloor, inside roof spaces, locker sheds and so on that are strata body property.

11. The inspector WILL NOT dig, gouge, force, pry or perform any other invasive procedures.

12. 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.

13. The Pre-Purchase or Structural Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS 4349.3-1998 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector. But withstanding that, a Timber Pest inspection is also available from My Canberra Building Inspections ACT.

14. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.

15. 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.

16. MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER: The Structural or Pre-Purchase inspection or report may not report Mould (Mildew) and non-wood decay fungi.

17. 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.

18. 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. Where the Report says the property is occupied or furnished you agree to:

- a. Obtain a statement from the owner as to:
- i. any Timber Pest activity or damage;
  - ii. timber repairs or other repairs;
  - iii. alterations or other problems to the property known to them;
  - iv. any other work carried out to the property including Timber Pest treatments; and
  - v. obtain copies of any paperwork issued and the details of all work carried out.

b. Indemnify the Inspector from any loss incurred by You relating to the items listed in clause a) above where no such statement is obtained.

19. The Inspection will not cover or report the items listed in Appendix D to AS4349.1-2007.

20. Where the property is a strata or similar title, the inspector will only inspect the interior and immediate exterior of the particular unit requested to be inspected as detailed in Appendix B in AS4349.1-2007. Therefore it is advised that the client obtain an inspection of common areas prior to any decision to purchase.

21. The Inspection and Report WILL NOT report on any defects which may not be apparent due to prevailing weather conditions at the time of the inspection. Such defects may only become apparent in differing weather conditions. No inspection will report on what may happen, but rather what is there happening at the time of the inspection when the building is being inspected.

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 prior to the exchange of contracts or end of cooling-off period. 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. It is taken that the roof space has access and is safe for an inspector to travel through the roof. If there is insufficient safety, we will inspect from a position that is best to inspect from, which will often be further away and lessen the certainty of the inspection result and report. We will not inform you other than in the report that states that more manhole covers are needed and more safety is needed.

25. 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.

## GENERALLY

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25. In the event of a dispute or a claim arising out of, or relating to the inspection or the report, or any alleged negligent act, error or omission on Our part or on the part of the inspector conducting the inspection, either party may give written notice of the dispute or claim to the other party. If the dispute is not resolved within fourteen (14) days from the service of the written notice then either party may refer the dispute or claim to an independent mediator. The cost shall be met equally by both parties or as agreed as part of the mediation settlement.

Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

#### 26. THIRD PARTY DISCLAIMER:

We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of this Agreement.

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

#### Prohibition on the Provision or Sale of the Report

27. 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 our 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.

28. 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.

29. Any third party Termite inspector indemnifies Us fully from any claims or disputes resulting in errors on the part of the Timber Pest inspection report.

30. 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 Us arising directly or indirectly from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

#### Limited Liability

31. We accept no liability with respect to work carried out by other trades, consultants or practitioners referred by the Us. Our liability with respect to the advice given in the Report shall be limited to a refund of the inspection fee only for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause of causes. Such causes include, but are not limited to, Our negligence, errors or omissions, strict liability, breach of contract or breach of warranty to the extent permitted by law.

32. DEFINITIONS: You should read and understand the following definitions of words used in this Agreement and the Report. This will help You understand what is involved in a property and building inspection, the difficulties faced by the inspector and the contents of the Report which We will provide You following the Inspection.

**Acceptance Criteria:** The Building shall 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 an opening in the structure to allow for safe entry to carry out an inspection.

**Accessible area** means an area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.

**Building Element** means a portion of a building that, by itself or in combination with other such parts, fulfills a characteristic function.

**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 for and on their behalf. (See also "You/Your" below)

**Defect** means a fault or deviation from the intended condition of the material, assembly or component.

**Inspector** means the person or organisation responsible for carrying out the inspection. (See also "Our/Us/We" below)

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

**Major defect** means a defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

**Minor defect** means a defect other than a Major defect.

**OK** means satisfactory but not especially good. Here it could mean that in an average condition an item could serve under usual circumstances. Note that OK in an old home the term could mean a different expectation is expected than in a newer home.

**Person** means any individual, company, partnership or association who is not a Client.

**Property** means the structures and boundaries, etc 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.

**Standard package conditions:** A home that is no greater than two storey, no greater than 3 bathrooms, no older than 50 years, within the metro area which is determined at Our discretion, giving at least 3 days notice for inspections.

**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 4349.1-2007 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 defines the extent of safe and reasonable access as follows:

“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 the inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector’s line of sight and close enough to enable reasonable appraisal.”

It also defines access to areas as defined in the Table below.

Access Table from AS 4349.1-2007

Area Access hole Crawl space Height

Roof interior 400mm x 500mm Crawl space: 600mm x 600mm Accessible from a 3.6m ladder. Roof Exterior Accessible from a 3.6m ladder placed on the ground.

**Table Notes:**

1. Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers. Nor does it mean climbing over ducting in ceilings that the inspector deems makes him unsafe. Reasonable access does not include roofs that have travel-ways, travel-ways with storage, or travel-ways that are obscured in any way. Travel-ways must be accessible and wide enough and safe enough to not pose a threat if traveled upon by an inspector. By safe also means sufficient grips and hand railing secured to allow the inspector to inspect safely. The inspector will not inspect beyond the above parameters.
2. Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

**Our/Us/We** means My Canberra Building Inspections ACT ABN: 32524279672. You have requested Us to carry out the property inspection and report.

By purchasing a package You are agreeing to our conditions and accept that it is Your responsibility to inform Us if the home is not a standard home. You agree to accept any additional charges that may be incurred as a result of the home being nonstandard. You/Your means the person defined above as the Client and where more than one party all such parties jointly and severally, together with any agent of that party.

**Acceptance terms**

33. You accept that We reserve the right to nominate another person of equal or greater qualification to conduct the inspections. You agree that by selecting "Submit Order" in the online order form You have read and understand the contents of this agreement, You have had the opportunity to seek legal advice on the terms of this agreement and which to enter into it under your own determinism in the absence of duress or intoxication and that the inspection will be carried out in accordance with this document.

You agree to pay for the inspection prior to delivery of the report if requested. If You cancel the requested inspection giving less than 24 hours' notice (excluding weekends and public holidays) then You agree that You have read and understand the contents of this agreement and that We will charge you a last minute cancellation fee of up to 50%.

Note: Additional inspection requirements requested by you may incur additional expense in regard to the cost of the inspection.

Special Requirements / Conditions requested by the Client/Client's Representative regarding the Inspection and Report must be included on the booking form and may not be included in the report if requested verbally. Cost of the Report including any requested Special Requirements/Conditions:  
Costs to be as per quote and provided prior to commencement of inspection.



If you pass this report on to prospective buyers or future owners they are also bound by these terms and conditions. The buyer should make all effort to have those potential buyers and future owners understand these terms and conditions. All prospective buyers and future buyers are encouraged to do their own due diligence and obtain their own first hand building inspection reports.

### **Explanation of Access Restrictions**

34. In the report is mentioned *obstructions* and *access restrictions*. Here is more information.

Is there furniture in the home? Furniture can be and sometimes is used to hide blemishes, faults and more. Furniture can be put in the way of timber pest attacks. So, furniture is an impediment to good inspection. And by furniture we include clothes in robes, cabinets of food, books, children's toys, and so on. None of these inspectors will move.

Insufficient manholes/crawl space in roof space? Few homes have the correct manhole openings. Inside a roof space there is not much timber exposed. Sarking can hide battens. Batts can hide joists. And the heating will impede most inspectors these days. A single rat board where an inspector has to back out on his knees is unsafe and does not follow accepted safe practice. So those who use these reports need to know that what an inspector sees in a roof is maybe 15% of what is there. If he cannot see it he cannot report it. An inspector cannot get close to the eaves, cannot get over the ducts, and cannot turn around, let alone stand up.

Safe access to top of roof limited by excess height? Inspectors do not stand on roofs. They are not insured for it and it is not their trade. They do not have roofing harnesses and are not trained to use them. A single story pitched roof will be seen from the ground. A second floor roof will not be seen properly and by its size is its own obstruction. Inspectors will have binoculars, of course. But if height is an obstruction, you need to know.

Insufficient access to subfloor areas. Often the crawl space does not permit an inspector to see behind his head or behind him. Sometimes inspectors cannot even roll over. In these case we mark this answer as a yes to this question. This obviously includes decks lower than 500 mm below joists, floors less than 500 below joists, and so on.

Where there is insufficient access, a best estimation is made, but when the access is limited the estimation will have less and less data to make the best estimation. This means the estimation is less certain. The reader needs to understand this. In this case the inspectors cannot be held accountable when the access points are not assessable or insufficient. So, when something is marked as OK, but also with limited access, it needs to be judged as OK from that limited access only. It may – in some cases – turn out as not OK where it just cannot be seen. For example, if a roof can be seen as OK from three sides, and the fourth side is partly obscured, then the item will be marked as OK but the access shown as limited. It does not mean that on the part that is obscured it is OK. It means for those parts that are visible, it is OK. This can also be true for flashings, parts of the roof that cannot be seen

inside totally, a roof that is unsafe to travel in, the underside of a house with limited access, where vegetation has grown over a house and so on. A best estimation is made on available data only and may be marked as OK on that available data.

### **Snake Risk**

35. Snake risk is prevalent in Canberra. Our inspectors are not impervious to snake bites. Often under the home there is discarded timber and bits and pieces which snakes use to hide it. Our inspectors will refuse to access some parts of properties if they feel that to access the property could put them at risk of possible snake bite.

When under a house there is almost no escape from a snake. Some lethal snakes are aggressive and will seek out an intruder and attack inspectors that may be under the home. To reduce the risk of this we ask that all homes we inspect be cleared out from belongings, pipes, wood, boxes, toys, building materials and anything else that an inspector may consider could harbor a snake before our arrival. Often our inspectors will inspect with no one else around.

In the winter snakes may stay underground, but in the spring they can surface and choose to live where there is food, such as frogs, toads, mice and so on. Under the house is perfect if there is dry cover and protection for the snake. And particularly, because of this risk, many home owners like to put pipes, wood, boxes and so on, near the manhole entrance, so they are not subject to snake bite risk themselves. This seems unfair. Should an inspector get through such a collection at an entrance, he might find himself confronted by a snake further in. In this case the inspector may find his escape impeded.

The inspector will still do his best to report under whatever condition may meet him. That is of course correct. But he will not be expected to travel under, above, or through a building that may put him at risk.

The same applies to properties that have timbers, building off-cut heaps, and junk piles outside. It applies to overgrown grass, overgrown gardens and the like. Snakes abode around and outside homes. Canberra and the regions around it have native bush through their areas. They have snakes. All homes will be inspected as good as possible. We try to be professional. The fact that access was partially denied will be noted, and photographed, for our own records.

The above will also apply to spiders, though spiders are less risk to inspectors than snakes. The above applies to sheds, garages, carports and other structures beyond the house being inspected.

### **Body Corporate Roofs, Walls, Floors and other Body Corporate Spaces**

36. The inspector will not be obliged to go into or traverse a body corporate space. Any potential purchaser who is using this report of a property with a body corporate roof, or other space, that affects his purchase MUST assume that the inspector did not traverse or

intrude into that body corporate space, or grounds. A potential buyer must NOT have an expectation that such did happen. It must be assumed that such did not happen unless the vendor for which the inspection was made can show a written authority that the inspector can have access to the roof space and that the inspector acknowledges that he went into those spaces with that authority. It is up to the owner to gain such a document from the body corporate, not the inspector. The owner of a property which has a body corporate roof or wall is expected to gain all needed access by the Body Corporate and present that written Body Corporate acceptance to the inspector at least one working day before the day of the inspection. If this did not occur then the buyer must assume that the body corporate space was not travelled through and the inspector did not intrude into Body Corporate property. Such inspections can and should be done from alternate vantage points from a distance. Notwithstanding this, an inspector may lift a non-secured manhole cover, set it aside, and professionally view a roof and ceiling space as far as his eyesight is permitted to view, while not otherwise intruding into the body corporate property. A building inspector will NOT open a secured manhole cover to a body corporate space regardless of such a letter.

Should such a letter, as described above, be granted, the Body Corporate assumes full responsibility for any damage or injury that may occur to any parties or property from that inspection and indemnifies the inspector.

### **Termites and Timber Pests and other Inspections**

37. The above applies to all our inspections, including Termite and Timber Pest Inspections, Compliance Reports and Energy Rating Certificates.

38. Energy Efficiency Rating (EER) Certificates. These are prepared by another called a Building Assessor and are gratuitously offered by us to clients as one of the needed reports in ACT. We do not charge for this service. It is offered free. The author of this certificate is named on the certificate.

39. A Building Inspection is not a substitute for the legal liability of any builder, tradesperson, building accessor or other professional, doing what they are required per any contract or legislation or building codes. This building inspection does not reduce any legal liability of any builder, tradesperson, building accessor or other professional that they may have with any contract, legislation or building codes.

### **Second Opinions**

40. We endorse getting second opinions from other inspectors. There are many diagnostic professions where second opinions are accepted and even encouraged. We encourage that practice here. Buyers often come to *My Canberra Building Inspections ACT* for a second opinion and second inspection just before settlement, and we likewise see it as normal recommended practice to seek out other inspectors for a second opinion as part of any buyer's due-diligence just before settlement. The reason is that under the current ACT system, inspectors are often asked to inspect houses which have furniture and personal affects which could hide defects. Before settlement those obstructions are often gone. So a

second inspection, just before settlement is a recommended sensible diagnostic practice for ACT. We recommend all to encourage this.

**Further Due Diligence is highly recommended**

41. For a full Due Diligence we further recommend the following specialist trade inspections be performed to give a full detailed report on the following:

1. A Roof plumber to give a full report on all roof water runoff, especially around flashings and gutters.
2. A Plumber to give pressure tests and recommendations on all pipes and possible septic systems.
3. An Electrician to give a full electrical appraisal.
4. Specialists for appraising
  - a. Pumps
  - b. Solar panels
  - c. Heating and cooling equipment, piping and ducting.
  - d. Dishwashers and kitchen appliances.
  - e. NBN and internet and electronic communication specialists.

If you need help in locating any of these above please ask. It is important that due diligence be performed to its maximum. A visual-only Building Inspection is a good start but is limited. Please know its limitations. Sometimes is not enough, and so we highly recommend that any and all potential purchasers using this inspection engage specialists in each the above.

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