



# Terms and Conditions

## *of My Canberra Building Inspections ACT*

Date: 2024



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OUR PURPOSE: TO HELP PEOPLE BUILD, BUY, SELL & INVEST WITH INCREASED CONFIDENCE

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## Terms and Conditions

(ABN: 32524279672)

Below is set out how we, *My Canberra Building Inspections ACT*, perform our different types of inspections and reports. This applies to all our inspections that are shown and not shown on our website. This is our expectation, and what we quote for and how we undertake our work.

Inspections may include reports on conditions of houses, commercial buildings, additions, including their garages, sheds, out houses and others included in the reports. The reports can be for houses for sale, special inspections, staged inspections, and the various legal that may come from such reports.

The Australian Standard for building inspections 4349.1 -2007 (and later revisions), and timber pest inspections 4349.3, requires that every pre-purchase inspection has a pre-engagement agreement accepted by the property purchaser (or their solicitor/conveyancer or agent) before commencement of the inspection. To comply with the standard and potential insurer requirements, please read the information below. This file can also be downloaded from the My Canberra Building Inspections ACT [website](#). These Terms and Conditions are our expectation on how we expect to do our work, which is why we have sent this to you. Should you, the client, have other expectations than what is written below, prior to the inspection, please make them known to us before booking the inspection.

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

Structural or Pre Purchase Building Inspection & Report:

Some here may also apply to our Termite and Timber Pest Inspections, as they are 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 by your cost by contacting Standards Australia.

Upon receipt of your booking, we will carry out the inspection and report as 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 property.

**SCOPE OF THE INSPECTION & THE REPORT**

1. The Inspection will be carried out in accordance with AS4349.1-2007 (and later revisions). 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* is at 5/1 Flecker Place, Florey ACT.
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. (There are limitations. Specifically see point s 34.)
  - 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 and report. 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, moldings, debris, roof insulation, sarking, sisilation, 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 any access.

9. The Inspection and Report may compare 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. If a building being inspected has been already certified for use, the inspector does not reevaluate how that building was built.
10. The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, inside and behind 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 is 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 notwithstanding 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 of 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, and 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 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, including insufficient crawl space, and crawl supports, 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.

The inspector will not access more than 3.6 meters high. Anything more than that will require a special further inspection. In the case of roofs and parapets that are higher than 3.6 meters high, it is recommended that a roof plumber be engaged to inspect all roofing, flashings, box gutters, gutters, and downpipes that exceed that height, especially if any of these are obscured from ground level, such as behind parapet walls.

25. The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue as its current use.

## GENERALLY

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 unauthorized 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 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:** Depending on state legislation, 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.

**Building Inspection** means any of the relevant inspections done on a building by a building inspector. There is the Pre Purchase Building Inspection. There is the Compliance Summary Report Building Inspection. There is a Practical Completion Building Inspection. There is a 90 Day Defects Liability Building Inspection. There can also be various Building Inspections at various stages of construction. There can be dilapidation Inspection Reports. There can be a variety of Special Building Inspections that can be performed, and any inspections tailoring on the above inspections can also fall into a Special Building Inspection. There can also be various expert witness building inspection reports at various levels of expertise. And there can be more.

In saying the above please note that a *Building Inspector* is not a *Building Certifier*. A Building Inspector is also not an engineer. The Building Inspector is not there to countermand an engineer. He may recommend one however. He is not there to determine if the Building Certifier is correct. He can recommend one however. The right person to check the work of a certifier is another *Building Certifier*.

**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 property could mean a different expectation would be expected than in a newer property.

**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(s)** means the document(s) and any attachments issued to You by Us following Our inspection of the property.

**Standard package conditions:** A property 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 crawl space without travel-ways, travel-ways with storage, or travel-ways that are obscured in any way. Travel-ways and crawl space must be accessible and wide enough and safe enough to not pose a threat if traveled upon by an inspector. By safe also means crawl space with sufficient floor boarding, 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.

3. **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 an inspection report You are agreeing to our conditions and accept that it is Your responsibility to inform Us if the property is not a standard property. You agree to accept any additional charges that may be incurred as a result of the property 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 agreeing to order, or You book online, or You proceed with the inspection, 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. You also agree that You enter this agreement under your own determination, 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 may 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 per an email that will be sent to you, 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 property? 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, and children's toys. Tools, merchandise, vehicles and so on are included in restrictions. None of our inspectors will move any of the above.

Insufficient manholes/crawl space in roof space? Few properties have the correct manhole openings. Inside a roof space there is not much timber exposed. Sarking can hide battens. Insulation can hide joists. And heating units and ducts in the roof will impede inspectors. A single rat board where an inspector has to back out on his knees is unsafe and does not follow accepted safe practice. A rat board as a travel way is not a replacement for a safe crawl space. So those who use these reports need to know that what an inspector sees in a roof may be only a small percentage of what is there. If he cannot see a defect in his line of sight the inspector cannot report it. An inspector may also not get close to the eaves, may not get over ducts, may not get around heating units, and may not be able to turn around, let alone stand up. The inspector may not be allowed to put himself or herself at risk.

Safe access to top of roof limited by excess height? Inspectors do not stand on roofs. They are not insured for this 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 may not be seen properly, and by its size create its own obstruction. Inspectors have binoculars. But if height is an obstruction, it should be noted.

Insufficient access to subfloor areas? Often crawl spaces do not permit an inspector to see behind his head or behind him. Sometimes inspectors cannot roll over. This includes decks lower than 500 mm below their joists, floors less than 500 below their 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 validity. By proceeding You agree with this. So, when something is marked as OK, but also with limited access, it needs to be judged as OK from that limited access. A best estimation is made on available data only and may be marked as OK on that available data.

Regards freshly painted surfaces. New paint can hide cracks. Cracking can be normal or abnormal settlement cracks. But cracking can also be from expanding and shrinking clay soils, and from the growth of tree roots. If these cracks have been covered recently, the inspector will not have the chance to visually determine the crack. So, with new paint work, with cracks filled and patched, one is getting an inspection on the condition on that day alone. The report is about what that building is like on that day of the inspection.

Regards trespassing, the inspector will not trespass and or go onto another's property unless it has been previously been arranged and approved by the owner of the other property by the person who is ordering the report. Sometimes the best view of a property is from someone else's land. However, unless asked for and arranged prior to the inspection, by the person requesting the inspection report, this will not happen. The inspector assumes this is understood by the end user of this report when doing his inspection.

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## SNAKE RISK

35. Snake risk is prevalent in Canberra. Inspectors are not impervious to snake bites. Under property there is sometimes discarded timber and rubbish which snakes can hide in. Our inspector(s) may refuse to access parts of property if they feel accessing the property puts them at risk to snake bite.

When under a house there is less escape ways from a snake. Some lethal snakes are aggressive and will seek an intruder and attack. To reduce the risk of this we ask that all properties we inspect be cleared of belongings, pipes, wood, boxes, toys, rubble, building materials and anything else that an inspector may consider could harbor a snake before arrival.

Often inspectors inspect alone. In the winter snakes may stay underground. But in the spring they can surface. Under a building can be perfect for small vermin, and thus snakes. And because many property owners put pipes, wood, boxes and so on, near or over the manhole entrance. 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 escape impeded.

Our inspectors are instructed to not put themselves at risk. Such access is then noted as inhibited.

The same instructions apply to our inspectors with regards to properties that have timbers, building off-cut heaps, and junk piles outside. This also applies to overgrown grass, overgrown gardens and the like. Lethal snakes abode around and outside properties. Canberra and the regions around Canberra have native bush as parklands. They have snakes. All properties will be inspected as diligently as possible, but without putting the inspector at risk.

The above will also apply to spiders, though to a lesser degree.

The above section also applies to sheds, garages, carports and other structures beyond the main property 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 client/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, to the Body Corporate roof space or other space, and that the inspector acknowledges that he in turn went into those spaces with that authority. It is up to the client to gain such a document from the body corporate, via the vendor if necessary.

The owner of a property which has a body corporate roof or wall is expected to gain all needed access approval 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 any buyer must assume that the body corporate space was not travelled through or into, and the inspector did not intrude into Body Corporate property. Such inspections can, and should be done, from alternate vantage points from a distance with clear lines of sight.

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 clear line of sight is permitted to view, while not otherwise intruding into the body corporate property. A building inspector will NOT open a secured (locked in any way) manhole cover to a body corporate space regardless of such a letter.

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

The Australian Standards state in AS 4349.1 the following: “Pre Purchase inspections on strata title buildings and similar forms of community title are subject to particular issues that can result in problems between client and inspector.

“Probably the most common problem is the failure of the client to appreciate the significance of the difference between the individual and common property.”

Additionally, Appendix AS 4349.1 Cl. B2 states, “With strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular residence to be inspected, as that is the extent of the individual property, and does not include review of the body corporate or similar records.” For these terms and conditions the above also applies to all nonresidential buildings inspected.

## TERMITES AND TIMBER PESTS AND OTHER INSPECTIONS

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

38. Energy Efficiency Rating (EER) Certificates. These are prepared by another called a Building Assessor and can be gratuitously offered by us to clients as one of the needed reports in ACT. We do not necessarily charge for this service. It can be 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 certifier 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 certifier or other professional that may have any contract, or duty through legislation or building codes to the property being inspected.

## FLAT ROOFS

Flat roofs are notorious for leaking. This is because they drain the roof using *overflow*, as distinct from a pitched roof that uses *gravity* more as its primary method of draining. While the inspector will do his best to determine what is happening in or on a building, he is not a replacement for a certifier on a new build. If You, the client, need to have the building re-certified, then do. A Certifier is a specialist on the building codes. But understand that if you are buying a flat roof house or a low pitched roof house, or a property using box gutters, you are buying a building with design difficulties, and some problems may not surface, or be seen, until the next big rain from a new direction that penetrates an otherwise unknown weakness. Also, if you have a flat roof or box gutter as part of the house, the inspector asks that you to get a roof plumber trade specialist to inspect it before purchase.

Per The Australian Standard for building inspections 4349.1 -2007 there is a list of EXCLUSION OF ITEMS FROM INSPECTION. It includes: (e) Adequacy of roof drainage as installed.

Point 1.2 of the same above standard states:

### 1.2 LIMITATION OF STANDARD

A report prepared in accordance with this Standard is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law, and is not a warranty against problems developing with the building in the future.

This standard does not include the identification of unauthorized building work or of work not compliant with building regulations.

The Standard assumes that the existing use of the building will continue.

## WHEN PAYING

40. If paying for the full pre-purchase building inspections (for the sale of your house in ACT) as the seller, please send the receipt we provide to your conveyancer. Payments to us are best done quickly so we can get you the receipt fast, ensuring this saves trouble later.

Sometimes, but not often, we inadvertently receive an additional payment upon settlement from the settlement agent or lawyer, and it takes unnecessary time to research it and return it. This can happen when the client (seller) does not send the receipt to their conveyancer fast enough to put it in the contract. If you think you have happened to erroneously paid twice, please contact us within 12 months of invoice, with your evidence, so we can investigate and arrange a return. A flat admin fee of 8.75% is charged for returns of funds (a repayment).

## SECOND OPINIONS

41. 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, just before their settlements, and so we likewise see it as a normal recommended practice to seek out other inspectors for a second opinion as part of any buyer's due-diligence just before settlement.

Inspectors are often asked to inspect properties which have belongings, furniture and personal affects which could hide defects. Before settlement those obstructions are often gone. So a second inspection, just before settlement, is always recommended.

## FURTHER DUE DILIGENCE IS HIGHLY RECOMMENDED

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

1. A Roof Plumber to give a full report on all roof water runoff, leaking, and potential leaking, especially around flashings and gutters.
2. A Plumber to perform pipe pressure tests and other tests on all pipes and septic systems.
3. An Electrician to give a full electrical appraisal.
4. Specialists for appraising all pumps.
5. Specialists for appraising all solar panels and connections.
6. Specialists for appraising all heating and equipment, piping and ducting, including all joints.
7. Specialists for appraising dishwashers and kitchen appliances.
8. Specialists for appraising security systems and alarms.
9. Specialists for appraising NBN, internet and electronic communication.

It is important that due diligence be performed to its maximum. A visual-only Pre Purchase Building Inspection per the Australian Standard 4349.1 -2007 is a good start but is limited.

Sometimes for clients, in hindsight, a *Pre Purchase Building Inspection* was not enough, and so we highly recommend that any and all potential purchasers using a *Pre Purchase Building Inspection* also engage specialists in each the above.

## PAYMENT AND REPORT USAGE

43. When the inspection reports are written the client or their representative will generally be sent the invoice for payment. When the reports are paid for, and funds received, the client or their representative will be sent the receipt.

We do the job fast and send you the reports fast. So, we ask that you also pay fast.

The system we use – unless otherwise agreed to in writing – is that the reports get used by the client after they are paid for, not before. The ownership of the reports resides with My Canberra Building Inspections ACT until they are paid for.

There is no problem with a client asking another person or agent about the reports, so they can be better understood. But the reports are the intellectual property of their writers, and *My Canberra Building Inspections ACT*. They should not be used as inspection reports (such as for purchasing or selling property, getting quotes, getting properties repaired etc.) until the reports are paid for. That would be unethical. Using the reports without paying for them goes against Our commercial expectation and agreement.

So, the system we use is: You ask for the work to be done, We then do it per above. You check it is what you expected. You then pay for it. We then send you the receipt. That receipt authorizes you to use the reports as you lawfully wish.

The reports themselves are copyrighted © to Nicholas Broadhurst trading as My Canberra Building Inspections ACT. They cannot be republished by another without the express agreement of the copyright holder. The overall intellectual ownership of the reports stays with Nicholas Broadhurst trading as My Canberra Building Inspections ACT. There are other agreements that My Canberra Building Inspections ACT has with others about their copyright – such as in the Termite and Timber Pest Inspection Report, the Energy Efficiency Rating Report, and so on. Those other relevant copyrights also stay in force. There is also legislation use on how these reports can be used. We agree with that.

#### REPORTS AND HOURLY RATES

44 a. When You order a report from Us it must be completed. Even if You disagree with an onsite evaluation, that report will be written and You agree here to pay for it. We will write only what is specific, item by item, true and fair from Our experience. Our insurance company does not allow us to inspect without writing reports. It must be paid for.

44 b. If You do not pay for the report, that report may be put in the public domain for anyone to access freely. These are Our *Terms and Conditions*.

44 c. It has happened where a client has thought they could save money by engaging our services on a fixed rate, and then explain it needs to be adapted for free for an ongoing court action that the client was already involved in, but undisclosed to the inspector.

Generally the normal fixed rate report could be said by the client to be a Special Inspection, or a Practical Completion Inspection. These inspections are for conciliation between a client and a builder. It is expected that the report will help the client resolve issues without escalation to courts or lawyers. However, should the client wish the report be used for courts then the inspector reserves the right to be briefed by the client's attorney personally, without the client as an intermediary. The payment rates for Expert Witness work are listed on the My Canberra Building Inspections ACT website. There are usually extra hours involved in Expert Witness reports.

44 d. When engaging an inspector on an hourly rate, the minimum hourly rate is a total of five hours, including travel. There is nothing less.

44 e. Cancellations:

If a client cancels a job less than a full working day before the inspection, then the client may be called on to pay for that time lost by the inspector. The client may be invoiced for a full inspection. If the client, however, cancels two working days before the inspection, then half the fee may be invoiced.

44 f. If you select a fixed rate price, it is expected that the price will be fair for an average sized property. The fixed rate prices are given for an average sized property. Average can be broad and abused as a concept. If



the job is implied by the client to be average (for which a fixed rate price is given) and it is not, then additional time may be added at the additional hourly rate listed on the My Canberra Building Inspections ACT website. You agree to that with Us here.

It is best to disclose how many rooms there in the property before getting a quote.

Our mission is to be efficient but fair, to You, the client, as well as to Us.

#### STAGED INSPECTIONS

45 a. Staged inspections are not difficult if they are done one stage at a time. But when an inspection is done on a building which has already passed several stages before the first inspection, then the inspection becomes very difficult. In such a case the inspector must look at so many glaringly obvious unfinished parts of the build, and decide which are defects, and which are simply unfinished things the builder is obviously going to attend. As such, later stages of construction can obfuscate the errors of earlier stages. Unlike the builder and his supervisor who can be there every day, the inspector has to view and absorb in around an hour all that the builder and his supervisor have somehow missed.

Thus, there are two things of note here. When there are two or more stages to be inspected, the inspector will look at the last stage as the priority. If the inspector sees things in the earlier stages, he will note them. But the inspector may also recommend that an additional inspection be later done for only the earlier stage or stages. This means, that the inspector will view the last stage, and anything else he finds, and return from site and make his report. But the inspector may also recommend he returns for another paid inspection to look at any earlier stage(s) on another date. The inspector hopes that the client will agree to have the inspector do additional inspections. The client will be invoiced for as many needed stages that are separately inspected.

45 b. Scaffolding must be completely assessable for the inspector to use. If upon inspection, the scaffold is not totally standardly built, then the inspection will be done without the use of that scaffold. The client will be invoiced fully, and expected to pay, even though the scaffold was not accessed and areas not accessed.

The inspector will not access scaffold when he feels the access is unsafe. The client has a contract with the builder and that includes standard Worksafe conditions and access on site. It is up to the client to ensure that scaffold access to the site is standard. If the inspector has to return after the scaffold is fixed and accessible, another inspection, if ordered, will incur another invoice.

45 c. The standard building inspection stages can vary depending on the number of floors to be inspected. But in general the client should consider an inspection at each building payment claim. Those are listed on Our website.

46 d. Please understand that the inspector will not go onto a building site that the builder has not given permission to do so. It is up to the client to gain that permission.

46 e. Neither the builder nor the client have to be present during a staged inspection, but they can be. It is up to the client to coordinate such. If the client wishes to be present they must have explicit approval from the builder to be there. The inspector cannot give that approval. Only the builder can.

46 f. The inspector is not a Certifier. The inspector does not have any power or authority over the builder. The Certifier does. It is advised that the client know who the Certifier is.

END OF TERMS AND CONDITIONS

# THANK YOU FOR CONTACTING US

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We Are Here To Assist You



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## ADDRESS

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